

PERSONAL DATA PROTECTION CLAUSE FOR EU COUNTRIES

CLAUSE VALID FOR EU COUNTRIES WHERE NO COUNTRY ANNEX EXISTS

ARTICLE [•] PERSONAL DATA PROTECTION

[•].1. Privacy notice regarding personal data processed by parties for the purposes of this contract

[•].1.1. For all definitions concerning personal data, reference is made to terms and definitions made in EU Regulation 2016/679 (hereinafter, "GDPR"), as well as to the implementing legislation and any other current legislation in force.

[•].1.2. Parties are informed that personal data are reciprocally acquired during the assignment of the Contract and processed for the management and execution of the Contract or to comply with applicable laws. Personal data are collected and processed using automated means and / or in paper forms and will be stored for the entire duration of the Contract and, after its termination, for a period not exceeding the terms envisaged by applicable laws.

[•].1.3. With regard to personal data collected by the Data Controller, for the purposes of stipulating, managing and executing the Contract, it is specified that:

- the Data Controller is the Client Company of the ENEL Group¹ in the person of its legal representative pro tempore (hereinafter, "ENEL");
- The data subject is the natural person participating in the awarding procedure, whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereinafter, the "Data Subject");
- Personal data processed may be transferred to third parties, i.e. to companies subject to management and coordination or connected with ENEL S.p.A., or to other third parties. Third parties may be appointed by the Data Controller as Data Processor;
- Data Subjects are entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- Data Subject are entitled to lodge a complaint to the competent Data Protection Authority;
- The Data Controller has appointed the Data Protection Officer ("DPO") pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website, or upon request.

[*].2. System Administrators

[*].2.1. In the event that, in the execution of the Contract, the Supplier's and/or Sub-Suppliers' personnel, who intervene on ENEL's systems and/or personal data, perform functions attributable to the qualification of "System Administrator", intended as a professional responsible for the

¹ Company of the ENEL group that establishes the Contract or the company in the name and on behalf of which this is established



management and maintenance of an IT system or component, the Supplier undertakes to and ensures that any Sub-Suppliers undertake to:

- formally appoint such persons;
- provide the System Administrators with specific instructions for carrying out their assigned duties and carry out adequate training activities, also with reference to the protection of personal data;
- make available, on ENEL's request, the list of System Administrators appointed by the Supplier and, if necessary, by the Sub-Suppliers;
- in the event that it intervenes on its own systems and electronic archives, adopt suitable systems for the recording of logical access (computer authentication) by its System Administrators and provide ENEL with a copy on request.

[*].3. Appointment of the Supplier as Personal Data Processor (where applicable)

[*].3.1. In cases where the Supplier must process personal data on behalf of ENEL, with the signing of the Contract and for its entire duration, ENEL, as Data Controller, appoints the Supplier, who accepts, Data Processor for the processing of personal data, pursuant to and for the purposes of Article 28 of the GDPR.

[*].3.2. The Supplier undertakes to carry out personal data processing operations in compliance with the obligations imposed by the GDPR and the instructions thereafter issued by ENEL, which will monitor thorough compliance with the GDPR obligations and the above-mentioned instructions.

[*].3.3. Duties and instructions

[*].3.3.1. Whereas the Supplier, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations and the GDPR, its duties and responsibilities are defined as follows:

- a) it must only process personal data according to ENEL instructions, as documented in **Annex GDPR 1** specifying type of data processed and the categories of Data Subjects;
- b) must have appointed the employees or collaborators who have the task of carrying out any operation, even for mere consultation, relating to the processing of personal data of which ENEL is the Data Controller ("Authorized Persons"). In this regard, it must ensure that Authorized Persons are committed to confidentiality or have an adequate legal obligation of confidentiality. Furthermore, it must ensure that such Authorized Persons are adequately trained on the principles relating to the protection of personal data;
- c) must take all the security measures referred to in art. 32 of the GDPR, as well as any other preventive measure recommended by experience, suitable for avoiding data processing that is not permitted or does not comply with the purposes of the Contract. Moreover, must have to check periodically the suitability of these measures to ensure that they are adequate for the risk associated with the processing of data;
- d) must implement any other security measures that ENEL deems necessary to adopt, with the aim to prevent the violation of personal data;
- e) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- f) must provide the necessary support to ENEL in ensuring compliance with the obligations referred to in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Data Processor;



- g) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data it has come into possession due to the execution of the activities entrusted, with the exception of personal data whose retention is necessary, by way of example, for purposes related to: (i) legal obligations; (ii) exercise or defence of legal claims;
- h) ENEL also reserves the right to request the cancellation / return of the data processed even before the termination of the Contract by communicating it in writing to the Supplier;
- i) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- j) must promptly notify to ENEL any violation or alleged violation of personal data, within 48 hours of becoming aware of the event and in any case without undue delay;
- k) without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, must keep a Record of processing activities carried out on behalf of ENEL and provide a copy upon ENEL's request.

[*].3.3.2. The Parties undertake to transfer personal data to a third country or international organisation outside the European Union exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer carried out by ENEL. Should ENEL consider it appropriate as a result of such assessment, the Supplier undertakes to sign the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract.

[*].3.3.3. It is strictly forbidden for the Supplier to process personal data for purposes other than the execution of the Contract. It is also strictly forbidden, also through an adequate organisation of the work of its own collaborators, to carry out massive downloads, copies, visualisations and/or screenshots, photos, videos of personal data, also through the possible use of "RPA - Robotic Process Automation" (or "automata"), unless it is necessary for the execution of the Contract or it was previously authorised by ENEL.

[•].3.4. Compensation and Liability

[*].3.4.1. Pursuant to Article 82 of the GDPR, the Supplier will be liable for damages caused by the processing if it has failed to comply with the duties and obligations aforementioned or has acted in a different or contrary way to ENEL's instructions.

[*].3.4.2. In accordance with art. 28 paragraph 4 of the GDPR, the Supplier is fully liable for the damage caused by the non-fulfillment or the incorrect fulfillment of the obligations set out in this clause, also on behalf of any of its Sub Processor.

[*].3.4.3. In the event of further damage suffered by ENEL as a result of the Supplier's behavior or one of its Sub- Processor, ENEL reserves the right to request further compensation that will be proportionate to the damages suffered.

[•].3.5. Duration

[*].3.5.1. The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. [*].3.3.1, lett. h.



[*].3.6. Sub Processors

[*].3.6.1. If, for specific processing activities, the Supplier intends to make use of suppliers external to its organization for the execution of the Contract, those must be appointed by the Supplier as sub-processors (hereinafter "Sub-processor" or "Sub-processors"). Sub-Processors must comply with the same obligations that this clause imposes on the Supplier.

[*].3.6.2. At the time of signing the Contract, the Sub-processors communicated by the Supplier are considered authorized (**Annex GDPR 2**).

In the event that the Supplier, for proven and reasonable reasons, intends to modify this list, he must request, before entrusting the assignment to new Sub-Processors, an authorization from ENEL as per the attached standard (**Annex GDPR 3**).

[*].3.6.3. The Supplier declares that the Sub-Processors will process personal data in countries that are in the European Union or, if outside Europe, exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer. Should the Supplier consider it appropriate as a result of such assessment, the Supplier undertakes that the Sub-Processors have signed the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract (**Annex GDPR 2**).

[*].3.6.4. The Supplier guarantees that the aforementioned appointment will be revoked upon expiry of the contractual relationship between ENEL and the Supplier or at the time of termination for any cause thereof, without prejudice to the provisions of the previous art. [*].3.3.1, lett. h.