

This “ANNEX VII Italy” applies to the supply, services and works contracts governed by the Italian law and established between a company of the ENEL group and a Contractor.

**CONTENTS**

1.	GENERAL INFORMATION .....	2
2.	CONTRACTOR'S DUTIES .....	2
3.	CONTRACT PRICES .....	2
4.	INVOICING AND PAYMENTS.....	3
5.	TRACEABILITY OF THE FINANCIAL FLOWS.....	4
6.	“ANTIMAFIA” LEGISLATION, PROTOCOLS OF LEGALITY, SUBCONTRACT, CREDIT AND CONTRACT TRANSFERABILITY. ....	5
7.	DUTIES, TAXES AND FISCAL REPRESENTATION, NON-EU COUNTRIES.....	6
8.	WITHDRAWAL.....	6
9.	TERMINATION AND ENFORCEMENT IN CASE OF BREACH .....	7
10.	PROTECTION OF THE ENVIRONMENT. ....	7
11.	CODE OF ETHICS .....	9
12.	PERSONAL DATA PROTECTION .....	10
13.	CONTROLS TO CONTRAST THE ILLICIT PROVISION OF MANPOWER. (ART. 17 BIS OF THE ITALIAN LEGISLATIVE DECREE 9TH JULY 1997, NO. 241) .....	13
14.	METHODS OF PERFORMING THE ACTIVITIES.....	14
15.	EXECUTION OF WORKS WITH STAFF ON ENEL PREMISES.....	15
16.	CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS .....	15
17.	CONTROLS .....	16
18.	RESERVATIONS. ....	16
19.	MANAGEMENT OF THE WASTE GENERATED BY THE WORKS OR SERVICES FORMING THE SUBJECT OF THE CONTRACT. ....	17
20.	TERMINATION REGULATIONS .....	18
21.	SAFEKEEPING .....	18
22.	ACCESS TO SITES AND WORK AREAS.....	19
23.	SITE SIGNAGE. ....	19
24.	TRANSPORTATION, WAREHOUSING AND DEPOSITS.....	19
25.	SITE SHUT-DOWN.....	19
	GDPR ATTACHMENTS (FROM ATTACHMENT 1 TO ATTACHMENT 4).....	24

## **SECTION I - GENERAL PART.**

### **1. GENERAL INFORMATION.**

1.1. This "ANNEX VII Italy" applies to the supply, services and works contracts (hereinafter also referred to as "Contract") governed by the Italian law and established between a company of the ENEL group and a Contractor (jointly referred to as the "Parties").

1.2. This document forms an integral and substantial part of the General Terms and Conditions of Contract of the Basic ENEL group (hereinafter referred to as "General Terms") to which it is annexed. The web page on which the General Terms – General Part and this Annex VII Italy are provided is indicated in the Order Letter and, upon request, a copy in digital/paper format will be sent to those who do not have access to said web page.

1.3. Without prejudice to the terms set forth in Article 1 "GENERAL INFORMATION" of the General Terms – General Part, any derogation to or amendment of this Annex VII Italy proposed by the Contractor will only be valid if made in writing and accepted in the same form by ENEL. It will only be applicable to the Contract for which it has been proposed, with no possibility that the exception can be extended to other ongoing contracts or any contracts that might be established subsequently with the above-mentioned Contractor.

1.4. In case of any discrepancies or incompatibility between the documents that form part of the Contract, reference shall be made to Article 1. "GENERAL INFORMATION" of the General Terms – General Part in which the parties establish that prevalence will be assigned to the progressive order in which the contract documents are listed therein.

1.5. The original version of this Annex VII Italy is the Italian version. In case of a discrepancy between the original version in Italian and the translations in other languages, the original version in Italian will prevail.

1.6. Unless otherwise established within the Contract, the legislation applicable to the Contract is the Italian law and the competent jurisdiction for any litigation that may arise between the Parties regarding the interpretation or execution of the above-mentioned Contract is the Court of Rome.

### **2. CONTRACTOR'S DUTIES**

2.1. The Contractor undertakes, for the entire duration of the Contract, to perform the service which is the subject of the Contract in line with the conditions, methods, terms and provisions contained in the documents which form part of the Contract. They also guarantee to ENEL that all the activities will be carried out with due professional diligence, using the best techniques available, according to the highest standards of workmanship and by qualified personnel who are qualified to perform them.

### **3. CONTRACT PRICES**

#### **3.1. General information.**

3.1.3. Without prejudice to the terms set forth in Article 3 "ECONOMIC TERMS AND CONDITIONS". and Article 3.1. "PRICE" of the General Terms – General Part, unless otherwise established within the Contract, the contract prices, in derogation to Article 1664 of the Italian Civil Code, shall be fixed and invariable for the entire duration of the Contract.

3.1.2. When signing the Contract, the Contractor acknowledges:

- that they have been fully informed regarding the type of services that are the subject of the above-mentioned Contract, the type of places, local conditions and all other elements necessary and that they have assigned due consideration to these in relation to all the circumstances and hazards that might affect the execution of the services and how the relative prices are determined;
- that, for the elements described above, no reservations can be raised regarding the poor profit margin of the individual prices, regardless of the reasons that may have determined this.

3.1.4. Should the Contractor, on their own initiative and without the written approval of ENEL, perform services/works/jobs/interventions of a higher quantity and quality than those commissioned, or use material and equipment that are bigger or of a superior quality than those established, they will not be entitled to receive higher payments, but only payment of the amounts due for the elements as commissioned.

#### **3.2. Price Review;**

3.2.1. The contract prices can only be reviewed if this is envisaged in the Contract and if the duration of the Contract is longer than a year from the initial date agreed upon between the Parties, or from another date referring to the beginning of the activities indicated in the Contract, including any suspensions of the same that may be ordered by ENEL and excluding any causes for delay ascribable to the Contractor.

3.2.2. The price review is requested by the interested party and calculated using the methods indicated in the Contract; if calculated by the Contractor, ENEL reserves the right to cross-check the calculation.

3.2.3. The amounts paid to the Contractor specified in the accounting documents which refer to the services performed after the expiry of the first year from the initial date agreed upon by the Parties, or from another date which refers to the commencement of the activities indicated in the Contract, can be subject to review.

3.2.4. For both Parties, the agreement reached with reference to the price review constitutes full acknowledgement of all the respective rights and duties, also in relation to any variations – that is, increases or reductions – in the costs.

3.2.5. The amount of the price review does not affect the composition or calculation of the amount of the Contract.

## **4. INVOICING AND PAYMENTS**

### **4.1. General information.**

4.1.1. In 2020, Enel has joined the new optional fiscal system of “VAT Group” (see article 70-ter of Dpr n. 633 of 1972). This system provides for the establishment of a single and autonomous VAT taxable entity with a single “Group VAT number” for all the member companies. The establishment of Enel “VAT Group” will be effective from January 1st, 2021. The list of Enel companies included in the “VAT Group” to which is associated the same single “Group VAT number” is available on the Global Procurement web portal at the following link “<https://globalprocurement.enel.com/documents/enel-vat-group>”. The application of such system implies the non-application of the VAT Split Payment Regime for Italian Enel companies members of the “VAT Group” from January 1st, 2021. In addition to the “Group VAT number”, the same for all Enel member companies, the indication on the invoice of the Enel client company tax code of the becomes mandatory.

4.1.2. Without prejudice to the terms set forth in the General Terms - General Part, Article 3 “ECONOMIC TERMS AND CONDITIONS” and Article 3.3 “INVOICING”, with the exception of Letter “B” of point 3.3.2 of the above-mentioned Article, the amounts due must be invoiced by the Contractor pursuant to the methods and terms established in the Contract.

4.1.3. In particular, in derogation to the terms set forth in point 3.3.2 Letter “B” of Article 3.3 “INVOICING”, the invoices must only be sent using the electronic systems of ENEL (Procurement Portal). Suppliers that are resident in Italy and any that are not resident but operate in Italy through a permanent establishment or another type of establishment that identifies them for the purposes of applying VAT, must send their invoices using a structured digital format (xml).

4.1.4. Non-resident suppliers can only send the invoice in TIFF/PDF format, using the designated channel active in the WEB EDI Portal.

4.1.5. Even if the Contract establishes that invoices can be paid with different currencies, each individual invoice must be issued in a single currency.

4.1.6. The invoice will only be valid and ENEL can only accept it if it contains all the data envisaged in the Contract and by the applicable law, and if the activity that forms the subject of the Contract has been correctly executed. The invoices must contain all the information required by the tax legislation in force.

4.1.7. Except in case the Temporary Consortium or ordinary Consortium has an autonomous VAT number, each member company must invoice the amounts due for their own service, also in order to comply with the duties of financial traceability set forth in Article 5 below “TRACEABILITY OF THE FINANCIAL FLOWS”. The invoices issued by the individual companies must be received by ENEL suitably accompanied by the approval of the representative company.

4.1.8. Without prejudice to the legislation in force regarding public contracts, the Parties in any case understand that, in case of subcontract or piecework, where ENEL has not declared that it will pay the subcontractor or piece worker the amount due for the services performed by the same directly, ENEL will suspend the payment to the Contractor, if the Contractor has failed to send, a copy of the invoices settled by the Contractor's payments to the subcontractor or piece worker, indicating the amounts withheld for the purposes of guarantee, by the deadlines established by the law.

4.1.9. ENEL in any case reserves the right not to make payments if the Contractor fails to: comply fully with the duties specified in this Contract; have met all the requirements for compliance defined by Law; in particular with the competent Authorities, the labour force employed and third-parties in general; comply with the terms set forth in Article 5 below “TRACEABILITY OF THE FINANCIAL FLOWS”.

4.1.10. The Contractor cannot appoint third parties to receive payments or issue any form of payment delegation.

### **4.2. Payments.**

4.2.1. For the contract for services and/or works before issuing each invoice, the Contractor must request the relative approval of the ENEL Unit that manages the Contract. Such approval shall be issued subject to ENEL carrying out any checks that may be required by law or by the contract for the purpose of ascertaining the conformity of the services with the provisions of the contract. The invoices will be paid by bank transfer with a fixed value date for the beneficiary, on the third last working day of the month in which the deadline of 60 days from the end of the month in which the invoices are received falls, as long as the invoices reach ENEL complete with the details of the authorisation to issue payment (payment approval). Should the payment approval - which can be found using the functions present on the Portal –

4.2.2. For contract of supply the invoices will be paid by bank transfer with a fixed value date for the beneficiary, on the third last working day of the month in which the deadline of 60 days from the date of acceptance by ENEL falls, or the date on which any checks that ENEL may be required by law or by the Contract to perform to ascertain the conformity of the goods are executed (approval date). This is true subject to the invoices reaching ENEL complete with the details of the authorisation to issue payment (payment approval). Should the payment approval - which can be found using the functions present on the Portal –

4.2.3. be missing, instead the invoices must always specify:

- the purchase order number;

- the name of the Unit at which the service was rendered or the supply provided .

4.2.4. If the identification details above (authorisation to invoice, purchase order code or Enel Unit code) not be entered on the invoices, they will not be accepted and neither shall they be taken into account for calculating the date of receipt (for those electronic invoices not sent through the Enel Portal, refer to the details of Annex 9 for identifying fields to be used to enter the authorisation to invoice, purchase order or Enel Unit code).

4.2.5. If the contract is part of public investment projects or programs, ENEL will provide to Contractor the Unique Project Code (CUP) and / or the Tender Identification Code (CIG), where available. The supplier is obliged to put these codes in the invoice. If the CUP and / or the CIG were provided by ENEL but were not indicated in the invoice as specified in Annex 6, ENEL will not be able to proceed with the payment of the invoice.

4.2.6. Should the payment date, as defined above, fall on a Monday or Tuesday, the payment will be postponed until the following Wednesday, if this falls on a working day; otherwise the payment date will remain the same.

4.2.7. In case of a delay in payment that exceeds the term established within the contract, where said delay is ascribable to ENEL, the Contractor will be owed interest in the measure of the legal interest calculated as indicated below:

1. For the first half of the year to which the delay refers, the legal interest in force on 1 January of that year will be applicable;
2. For the second half of the year to which the delay refers, the legal interest in force on 1 July of that year will be applicable.

4.2.8. For the application of the rates as described in points 1 and 2 above, reference will be made to the rate published in the Official Journal of the Italian Republic by the Ministry of Economy and Finance, on the fifth working day of each calendar six-month period. Interest will be applicable, with no need for issuance of a formal notice of default, from the day following the payment term established in the Contract.

4.2.9. Should the creditor prove that they have sustained costs for recovering the credit, the same will be entitled to receive a lump sum of Euro 40 (forty/00 euro) as damage compensation, with no need for issuance of a formal notice of default. The above is true without prejudice to the parties' right to prove that further damages have been suffered, which can include the costs sustained for recovering the credit.

## **5. TRACEABILITY OF THE FINANCIAL FLOWS<sup>1</sup>.**

5.1. The Contractor undertakes all the duties as specified in Article 3, of Law no. 136 of 13 August 2010, (Traceability of financial flows), as amended by Italian Decree Law no. 187 of 12 November 2010, converted with Law no. 217 of 17 December 2010.

5.2. In particular, to ensure the traceability of the financial flows in order to prevent criminal infiltrations, the contractors, subcontractor and subcontracting parties of the chain of companies and the parties that provide public funding, including European funding, for any reason in relation to the public works, services and supplies, must use one or more bank or post office accounts, opened at banks or at the company Poste Italiane Spa, dedicated to the Contract, also not on an exclusive basis, without prejudice to the terms set forth in paragraph 5 of above-mentioned Article 3.

5.3. Additionally, all the financial transactions relative to the public works, services and supplies and, therefore to the Contract, as well as to the management of the above-mentioned funding, must be registered in the dedicated current accounts and, without prejudice to the terms of paragraph 3 of above-mentioned Article 3, they must only be performed by way of bank or post office transfer or using other tools for receiving or making payments that appropriately ensure the full traceability of the operations.

5.4. The Contractor must communicate to the competent Administrative Departments of ENEL, the details identifying the dedicated current account described above within seven days from when it is opened or, in the case of existing current accounts, from the first time they are used in financial operations related to the Contract, and, by the same deadline, the general details and tax codes of the persons delegated to operate on the same.

Similarly, and by way of the same methods, the subcontractor or the subcontracting party via the Contractor, must communicate the data described above to the Contract Manager.

5.5. The Contractor, the subcontractor or the subcontracting party who learns of its counterpart's non-fulfilment of the duties to ensure financial traceability, must inform ENEL and the local government Prefecture Office competent for that area accordingly.

5.6. The Contractor also undertakes to add into the contracts with its subcontractors or sub-contracting parties a similar clause by which each one undertakes all the duties to ensure the traceability of the financial flows as set forth in the above-mentioned Article 3, of Law no. 136 of 13 August 2010.

5.7. Should the Contractor breach even only one of the duties set forth in Article 3 of Law no. 136 of 13 August 2010, or in this Article, the Contract will automatically be terminated immediately, pursuant to and by virtue of Article 1456 of the Italian Civil Code.

5.8. Should, in addition to the Tender Identification Number (CIG), the mandatory issuance of the Single project Code (CUP) also be required, ENEL will communicate said code to the Contractor who will state the same on each relative transaction.

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<sup>1</sup> The clause is only applicable to the contracts assigned pursuant to the legislation in force regarding public contracts.

## 6. “ANTIMAFIA” LEGISLATION, PROTOCOLS OF LEGALITY, SUBCONTRACT, CREDIT AND CONTRACT TRANSFERABILITY.

### 6.1. General information.

6.1.1. The Contract must be executed in compliance with all the duties envisaged by the antimafia law and by the Protocols of legality in force established by ENEL. The Contractor states that they have viewed and accept the terms stated in the above-mentioned protocols and that they undertake to comply with and implement the same.

These same terms must be included in any subcontracting contracts established by the Contractor.

### 6.2. Subcontracting and Subcontracts.

6.2.1. Subcontracting is permitted within the limits defined by the applicable legislation and/or the terms set forth in the Contract, subject to a check on the part of ENEL.

#### For contracts subject to the law on public contracts,

the Contractor will be responsible for forwarding the request to establish a subcontract, providing, for each subcontractor:

1. A declaration certifying that they did not participate in the procedure for assigning the contract;
2. Proof of possession of the required qualification;
3. Specific self-certification (e.g. so-called ESPD), certifying the absence of any grounds for exclusion of the interested party as set forth by the legislation in force regarding public contracts;
4. Certificate of labour compliance (DURC);
5. Self-declaration certifying the interested party's compliance with the occupational health and safety obligations in relation to its employees;
6. Declaration issued by the subcontractor pursuant to Article 47 of Presidential Decree 445/2000 certifying that the interested party has an adequate labour force with the specific professional skills necessary to safely perform the subcontracted activities; that they have participated in training activities on the risks of the subcontractor company regarding the execution of the activities that form the subject of the subcontract; or that they undertake to provide said training activities for their workers particularly with reference to the specific risks in the environment in which they are destined to work and any risks caused by interferences before the commencement of the subcontracted activities;
7. All other documentation requested in the Order Letter.

Once authorisation has been obtained, the Contractor must register the copy of the subcontracting agreement signed by the parties at least 20 days before the effective commencement of the subcontracted activities.

For the contracts not subject to the legislation in force regarding public contracts, the Contractor will be responsible for forwarding the request to subcontract the work, providing for each subcontractor:

1. Proof of possession of the required qualification;
2. Specific self-certification (e.g. so-called ESPD), certifying the absence of any grounds for exclusion of the interested party as set forth by the legislation in force regarding public contracts;
3. certificate of labour compliance (DURC);
4. Self-declaration certifying the interested party's compliance with the occupational health and safety obligations in relation to its employees;
5. Declaration issued by the subcontractor pursuant to Article 47 of Presidential Decree 445/2000 certifying that the interested party has an adequate labour force with the specific professional skills necessary to safely perform the subcontracted activities; that they have participated in training activities on the risks of the subcontractor company regarding the execution of the activities that form the subject of the subcontract; or that they undertake to provide said training activities for their workers particularly with reference to the specific risks in the environment in which they are destined to work and any risks caused by interferences before the commencement of the subcontracted activities;
6. All other documentation requested in the Order Letter.

Once authorisation has been obtained, the Contractor must register the copy of the subcontracting agreement signed by the parties at least 20 days before the effective commencement of the subcontracted activities.

6.2.2. Without prejudice to the terms established above in Article 4 “INVOICING AND PAYMENTS”, point 4.1.4., the Contractor authorised to subcontract the activities must pay the subcontractor the amount due for the activities performed by the latter, send a copy of the invoices settled by the payments made to the subcontractor paid to the ENEL Department that manages the Contract, within 20 days from the date on which each payment is made.

6.2.3. If the Contractor fails to send the invoices and documentation described above by the above-mentioned term, ENEL will suspend payment of the amounts due based on the accounting progress reports, until the non-fulfilment has been fulfilled. This will not entitle the Contractor to claim any indemnity or damage compensation from ENEL nor will any interest accrue on the amount due.

6.2.4. The Contractor is jointly liable, with the subcontractor, for fulfilling this requirement, with both parties accepting responsibility for the safety duties envisaged by the legislation in force.

6.2.5. Should ENEL, during the execution of the subcontracted activities, find that a subcontractor fails to meet or no longer meets one of the conditions envisaged by the applicable legislation in force and/or by the Contract, it can proceed, depending on the case, in withdrawing the authorisation or in suspending the relative activities until the cause of the relative suspension ceases to exist. In the latter case, ENEL will warn the Contractor to ensure that the identified irregularities are eliminated within the term of 30 days from receipt of the warning, otherwise the authorisation of the subcontracting agreement will be withdrawn.

The Contractor must arrange to replace any subcontractors for whom this check identifies grounds for exclusion as set forth in the legislation in force on public contracts.

6.2.6. Following withdrawal of the authorisation, the Contractor must immediately terminate the subcontracting Contract and undertake to perform the relative activities itself, with no additional obligation for ENEL and without prejudice to the right to claim for any damages suffered by ENEL.

6.2.7. All contracts with subcontractors and Contractors must contain all the provisions contained in the Contract, including the specific indication of the safety costs, which must be paid in full and cannot be reduced .

6.2.8. Non-fulfilment of the above-mentioned envisaged duties – including those ascribable to the subcontractor – will constitute grounds for the termination of the Contract, pursuant to and by effect of Article 1456 of the Italian Civil Code.

6.2.9. The Contractor must communicate the name of the subcontractor, the amount of the Contract and the activities assigned to the ENEL Department that manages the Contract, for all the subcontracts established in relation to the execution of the contract.

### **6.3. Transfer of rights and credits.**

6.3.1. The credits generated by the Contract can only be transferred to the Banks and Financial Intermediaries registered in the specific Rolls as set forth by Italian Legislative Decree no. 385 of 1 September 1993.

6.3.2. ENEL must be notified that any credits generated by the Contract have been transferred only by sending a digital signature certificate sent by certified public email to the address of the interested ENEL company, indicated in the Contract, not later than 30 days prior to the term for the payment of the invoice relative to the transferred credit.

6.3.3 Pursuant to this Contract, the term "transfer of credits" is defined as the transfer of all the credits generated by the Contract to a sole transferee. Should the supplier intend to transfer the individual credits generated by this Contract to several transferees, they must notify ENEL accordingly in advance by public certified email, without prejudice to the duties described in Article 6.3.2.

6.3.4 .The details of the bank account(s) (from which the payments will be made) must always be those of the transferee. The transfer will be notified by the transferor or the transferee (by way of the methods envisaged in point 6.3.2); if notice is served by the transferee, it must be accompanied by an attachment; this attachment must be the deed of transfer stating the acceptance of the undersigned transferor by way of a certified digital signature.

6.3.5. The Parties understand that ENEL reserves the right not to proceed in paying the transferred invoice should the transferee prove not to hold the requisites described in point 6.3.1. of this article and should they not have formalised the communication in line with the methods envisaged in the previous points.

The above is true without prejudice to the right of ENEL, in its capacity as transferred obligor, to raise against the transferee all the exceptions that it would have been entitled to raise against the transferor.

6.3.6 The Contractor is forbidden from transferring the Contract or even only a part of the same.

## **7. DUTIES, TAXES AND FISCAL REPRESENTATION, NON-EU COUNTRIES.**

7.1. The Contractor shall be liable for all registration duties and stamp duty as well as all the other rights and other taxes payable in relation to the elements that form the subject of the Contract.

7.2. The Contractor shall also be liable for the relative customs and tax operations. To this end, Contractors whose registered office is not located in one of the member states of the European Community must elect, for the purposes of performing the customs and tax operations, a fiscal representative resident in Italy which will be subject to the provisions of Presidential Decree no. 633 of 26 October 1972 as amended.

7.3. The appointment of the fiscal representative must be formalised by issuing a public deed or a notarised private agreement or, alternatively a letter registered in the specific register at the competent VAT Office or Inland Revenue Agency, and it must be communicated to ENEL within a month from the date on which the Contract is established and, in any case, at least 1 month before the beginning of the deliveries, and it must be valid for the entire duration of these deliveries. The details which identify the fiscal representative, once one is appointed, must be indicated in the invoice.

## **8. WITHDRAWAL.**

### **8.1 Withdrawal by the contractor**

8.1.1. Without prejudice to the terms set forth in Article 9.2 “WITHDRAWAL” of the General Terms– General Part, the Contractor can withdraw from the Contract only where expressly provided for in the Contract in accordance with all the constraints specified herein.

**8.2. Withdrawal of ENEL due to insolvency proceedings on the part of the Contractor.**

8.2.1. Without prejudice to the terms set forth in Article 9.2. “WITHDRAWAL” of the General Terms– General Part, regarding the withdrawal of ENEL in other cases, in case the Contractor goes bankrupt or is subject to insolvency or receivership proceedings, the Contract will be terminated pursuant to Article 81 of Royal Decree. 267/1942 (bankruptcy law).

**9. TERMINATION AND ENFORCEMENT IN CASE OF BREACH**

9.1 . Without prejudice to all the other cases expressly envisaged in the Contract and the terms set forth by the applicable law and in particular Article 9.3, “TERMINATION” of the General Terms – General Part, ENEL reserves the right to terminate the Contract, pursuant to and by effect of Article 1456 of the Italian Civil Code, in the following additional cases in which the Contractor and/or any subcontractors:

- fail to allow their skilled workers and working equipment to be identified or fail to allow ENEL staff and/ or third parties appointed by ENEL to gain access to their branches/workshops/warehouses or to the sites and working areas, to perform the checks envisaged by the Contract and/or by the law and/or refuse to allow ENEL to carry out these same checks, or even prevents them from doing so, in some way;
- have even only a pending insolvency procedure against them;
- use materials and equipment belonging to ENEL inappropriately or for purposes other than those established in the Contract;
- behave improperly when performing the services, in particular with regard to waste management;
- the services prove not to have been executed to the highest standards of good workmanship;
- fail to immediately notify ENEL, the Contract Manager, of any site inspections, inspections, accesses, reports or any other initiatives raised by the Criminal Investigation Department or other supervisory bodies regarding potential breaches of the environmental law, that they themselves, or one of their sub-contractors or auxiliary companies may have received, during the activities carried out on ENEL facilities or in any case performed on behalf of ENEL;
- prove not to comply with one of the duties envisaged by Article 19 below, in relation to waste management, without prejudice, in any case, to the right of ENEL to suspend the execution of the Contract.

9.2. In all cases of non-fulfilment, ENEL – at its sole discretion – can assign to the Contractor a term by which the same must ensure their compliance. If the Contract fails to envisage a different term, this will not be less than fifteen days. If said term is reached and the non-fulfilment has still not been resolved, ENEL, without prejudice to its right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code, can proceed in assigning the Contract to third parties, without prejudice to its right to claim compensation for any additional damages suffered. This assignment will be notified to the Contractor in breach, indicating the new terms of execution of the same and the relative amount.

In this case, the Contractor will only be liable for the payment of the amounts due for the activities that have been regularly executed, as indicated in the relative progress report, to be drawn up by both parties. This amount can be offset with any amounts owed by the Contractor as a penalty and/or additional damages/costs in any case associated with the advanced termination, such as, for example, those resulting from the establishment of a new Contract with third parties or the direct execution of the activities that form the subject of the Contract.

9.3. The enforcement of the Contract due to breach fails to exempt the Contractor from any additional responsibilities that may arise in connection with the advanced termination of the Contract.

10.4. Without prejudice to cases of wilful misconduct or gross negligence and should different provisions not have been set forth in the Contract, the liability of the Contractor for breach of the contractual obligations and the consequent obligation to compensate ENEL cannot exceed 100% of the value of the Contract.

**10. PROTECTION OF THE ENVIRONMENT<sup>2</sup>.**

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<sup>2</sup> This clause “PROTECTION OF THE ENVIRONMENT” only applies to works, services - including operations performed on behalf of ENEL and/or at ENEL offices/sites-, supplies - only when these entail installation/assembly activities, the supervision of works, or loading/unloading activities and to supplies of hazardous substances/chemical reagents. Additionally, this Article is also applicable to any service or supply considered by ENEL to carry a High or Medium Environmental Risk.

10.1. Without prejudice to the terms stated in Article 17 “GLOBAL COMPACT” of the General Terms and Conditions – General Part, in compliance with the principles of the environmental policy adopted by ENEL, the Contractor undertakes to implement all the precautions and measures necessary to protect the environment.

10.2. The Contractor must comply with all the applicable legislation regarding the environment and any other commitments associated with or formally undertaken by the same, and :

- show that they have identified and that they are aware of the implications connected with the applicable environmental law;
- provide, upon request, all the documentation that certifies their conformity with the applicable environmental legislation;
- show that they have procedures in force which allow them to maintain the essential requisites and their continuous compliance with the applicable law;
- have carried out a risk assessment, designed to identify all their processes and activities that could pose risks, including potential risks, with reference to the requirements of the applicable legislation and that they have adopted adequate measures to prevent these from occurring;
- promptly provide ENEL, when requested, with details about the environmental performances (e.g.: fuel consumptions, hazardous waste).

The Contractor must prepare a plan for the specific prevention and/or mitigation of the environmental impacts of the site and the activity.

This plan must be submitted to ENEL before the activities that are the subject of the Contract commence, and it must comply with the legislation in force and guarantee the highest standard of control, with a view to maintaining a high standard of environmental protection.

The Contractor must communicate to ENEL, within maximum 24 hours:

- any amendments or updates to the authorisations and/or permits, providing a copy of the new documentation issued by the competent authorities;
- proof of the checks and inspections carried out by the competent authorities and, in case of any breach of the same, the actions performed or planned in accordance with said authorities to restore the compliance with the law;
- communicate any environmental accidents or emergencies and the measures implemented to manage and resolve the event.

10.3. The Contractor must, insofar as it is applicable to the subject of the Contract, and without prejudice to the terms set forth in the Contract;

- use recycled (or partially recycled) materials or materials with a high level of recyclability, preventing the potential generation of waste; this is true in particular for the raw materials in general and the packaging materials; at least 80% of the weight of all the products used must, wherever possible, be composed of recyclable/recycled materials;
- guarantee that the elements used in the materials and equipment are not cancerogenic or chemically unstable;
- comply with the provisions and restrictions relative to the sale of hazardous substances and preparations as envisaged by the legislation in force; in particular, proof of the absence of PCBs in oil as well as the absence of CFCs, HCFCs, halons, etc. must be provided;
- provide their staff with clothing that is free from toxic substances;
- use batteries that do not contain mercury and have small quantities of heavy metals;
- sort and recover all the metal and non-metal materials such as PVC, PEAD, PP, demolished materials etc. used during the execution of the Contract, so that these can be recycled;
- minimise consumptions of energy, water and commodities throughout the life cycle of the service/product, related to the optimisation of the return;
- prevent leaks, spillages and pollution of the soils, waterways and canals;
- at the end of the activities, the Contractor must leave the working area clean, free from waste, debris, etc., as the collection and transportation of the waste are at the Contractor's expense;
- minimise noise, atmospheric and electromagnetic emissions, and in particular, for example:
  - use production processes that do not envisage the use of pollutants;
  - use eco-friendly paints;
  - use products that do not contain harmful chemical additives which could contaminate the environment;
  - use, in general, non-polluting products under ecological brands (etc.: Ecolabel, Blue Angel, Nordic Swan, FSC certificates, etc.);



- manage the maintenance of its tools and machinery to prevent them from deteriorating and therefore compromising the environmental performances (vibrations, noise emissions, atmospheric emissions);
- arrange to deliver the goods using methods envisaging packaging that:
  - does not contain chlorinated plastic;
  - is made with materials that render it suitable for recycling/reuse;
  - is not made of halogenated synthetic materials;
  - can be managed with the recycling system;
- use means of transport that envisage the following procedures:
  - use pallets certified by FSC for the movement and transportation of the materials;
  - use means of transport compliant with the most recent European standards regarding the reduction of emissions;
  - ensure the correct collection and management of lubricants and used tyres;
  - use regenerated lubricants and eco-friendly tyres;
- raise the awareness of all the staff employed for any reason during the execution of the Contract regarding the need to behave in such a way as to reduce the environmental impact.

10.4. The Contractor undertakes to prove, upon ENEL's request, that they have ecological labels for the materials used and that they can provide specific documentation issued by recognised authorities.

10.5. ENEL reserves the right to monitor or check that the Contractor is correctly managing its waste.

10.6. The Contractor must guarantee that the staff know and understand the requisites and laws in force regarding environmental protection which are necessary in order to perform the work. They must demonstrate that their staff has undergone adequate theory-based and practical training designed to ensure that the works are carried out correctly and limit the risk of accidents with environmental consequences; the training must comply with the terms set forth in the environmental management system envisaged in the site which is the subject of the works.

10.7. The Contractor undertakes:

- to immediately inform ENEL of any environmental accident that may occur during the execution of the services;
- to submit a written report on the accident and the relative causes to ENEL;
- in case an environmental accident occurs, to follow all the instructions/indications provided by ENEL.

10.8. ENEL - at its own sole discretion - is entitled to automatically terminate the Contract in case of any breach on the part of the Contractor and/or the subcontractor, of even only one of the provisions of the legislation in force regarding environmental protection and any further provisions regarding the environment expressly envisaged by the Contract.

10.9. Without prejudice to that specified above, should the Contractor infringe or fail to comply with any of the provisions of this Article, ENEL can, at its sole discretion, suspend the works, charging the costs to the Contractor, to prevent the occurrence or extension of environmental damage.

All the costs for the implementation of the above-mentioned environmental policy are to be considered as already included in the contract prices.

## **11. CODE OF ETHICS**

### **11.1 General information**

11.1.1. The ENEL group, when conducting its business and managing its relationships, refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption, in the Organizational Model adopted pursuant to Italian Legislative Decree 231/2001 and in the Human Rights Policy which can be consulted at the link:

<http://globalprocurement.enel.com/it-IT/documents/documentation/>.

The Contractor, when conducting its own business and managing its relationships with third parties, upholds equivalent principles.

### **11.2 Declaration of Conflict of interest.**

11.2.1. The Contractor, also with reference to the commitments undertaken in Article 18.2. "CONFLICT OF INTEREST" of the General Terms– General Part, undertakes to ensure that the relative statement issued to ENEL is constantly updated.

### 11.3. Declaration ex special part “D crimes against the personality”<sup>3</sup>.

12.3.1. The Contractor, with reference to the commitments undertaken in Article 11.1. “GENERAL INFORMATION” of the General Terms– General Part regarding the protection of the right of publicity, in cases where they have not already issued the same to ENEL and providing that there are no amendments to be notified, undertakes to sign the relative statement as per Attachment 1 ANNEX ITALY of this document.

### 11.4. Express termination clause for the crimes contemplated by Legislative Decree 231/01.

12.4.1. With reference to Article 11.1 “GENERAL INFORMATION” of the General Terms– General Part and the principles expressed therein and to the relative commitments undertaken by the Contractor to prevent corruption, should it have been ascertained, with the passing of a definitive sentence, that the Contractor<sup>4</sup> has committed administrative crimes and/or one or more of the crimes contemplated by Legislative Decree 231/2001, ENEL will be justified in terminating the Contract with immediate effect, pursuant to and by effect of Article 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for damages that may be caused to any company of the Group such as, for example, those deriving from the application of sanctions, envisaged by the above-mentioned Decree.

### 11.5. Confidentiality statement and Regulations for the use of the ENEL computer systems<sup>5</sup>.

12.5.1. The Contractor undertakes to comply with the duties envisaged in Attachment 2 ANNEX ITALY hereto. They also undertake to submit to ENEL the statements as per the above-mentioned Attachment, duly signed, where these have not already been issued and providing that there are no amendments to be notified.

### 11.6. Integrity clause.

a) With the bid submission and/or the acceptance of the Contract, the Bidder/Contractor<sup>6</sup> declares:

- to take note of the commitments made by ENEL S.p.A. and by the Companies it controls directly or indirectly (hereinafter “ENEL”), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- <sup>7</sup>to be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- <sup>8</sup> to not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- to take note and authorise that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present letter a) - ENEL may autonomously acquire more information, at any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

b) The Bidder/Contractor undertakes to promptly inform and provide any relevant documentation to ENEL:

- 1) In the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous letter a);
- 2) in the case of subjection to criminal investigation referred to in the third bullet of the previous letter a).

ENEL reserves its right to analyze at its sole discretion the above-mentioned information, for the purpose of assessment of the professional conduct of the Bidder/Contractor itself and of the Company concerned.

## 12. PERSONAL DATA PROTECTION

### 12.1 Privacy notice regarding personal data processed by parties for the purposes of this contract

12.1.1 For all definitions concerning personal data, reference is made to terms and definitions made in EU Regulation 2016/679 (hereafter “GDPR”), as well as to the implementing legislation and any other current legislation in force.

<sup>3</sup> The statement is required in the following cases:

- (1) establishment of contracts with Contractors that use staff from countries outside the European Community;
- (2) establishment of contracts with Internet Providers regarding the supply of digital contents.

<sup>4</sup>The Legal Entity.

<sup>5</sup>This clause is applicable to contracts that envisage the granting of access to ENEL premises and/or the accessing and processing of data and information of the ENEL group as well as the use, by the Contractor, of the ENEL computer systems.

<sup>6</sup> The Legal Representative of the Company **on his/her own behalf and on behalf of** (a) the owner and technical director, in the case of a sole proprietorship; (b) the associates and technical director, if it is a general partnership; (c) the associated partners and technical director, if it is a limited partnership; (d) the managers with power of representation or the technical director and the single member (natural person), or majority shareholder in the case of companies with less than four members, if it is another type of company or consortium, **from the Company in which they hold their position and**, if applicable, **from the Parent Company** and (e) the owner and the technical director, in the case of an individual company; (b) the associates and technical director, if it is a general partnership; (c) the associated partners and technical director, if it is a limited partnership; (h) the managers with power of representation or the technical director or the sole member (natural person), or majority shareholder in the case of companies with less than four members, if it is another type of company or consortium, **from the Parent Company**.

<sup>7</sup> For itself and for the persons listed in note 7.

12.1.2 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.

12.1.3 With regard to personal data collected by the Data Controller, for the purposes of managing and executing the Contract, it is specified that:

- the Data Controller is the Client Company of the ENEL Group<sup>8</sup> 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 (hereafter 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;
- Personal data shall be retained only for the time necessary to achieve the purposes related to the execution of the Contract and, in any event, shall be deleted 10 years after the signing of the Contract;
- 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 Italian Data Protection Authority, with registered office in Piazza Venezia 11 – 00187 ; Rome. Tel. (+39) 06.696771, email: protocollo@gdpd.it;
- 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.

## **12.2 System administrators**

12.2.1. 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 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.

## **12.3 Appointment of the Supplier as Personal Data Processor (where applicable)**

12.3.1. 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.

12.3.2. If the Supplier is a Temporary Consortium of Companies (RTI)/Ordinary Consortium or a Stable Consortium, the companies belonging to the Temporary/Ordinary or Stable Consortium and the executing companies are all appointed as Data Processors. The agent company or the Consortium undertakes to transmit to the principal companies and to the executing companies the letters of appointment to the person in charge of the processing of personal data, which must reach ENEL, filled in and signed for acceptance by the principal companies and the executing companies. The agent company or the Consortium undertakes to inform the principal companies and the executing companies of the obligations of this Article.

12.3.3. 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.

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<sup>8</sup> Company of the ENEL group that establishes the Contract or the company in the name and on behalf of which this is established

It is agreed that ENEL has the unilateral right to terminate the Contract under Article 1456 Italian Civil Code if the Supplier is in default of the obligations pursuant with this paragraph.

### **12.3.4 Duties and instructions**

12.3.4.1 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 declare to 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) will send to ENEL the self-declaration of the appointment of the Authorized Persons which process Personal Data (**Annex GDPR 2**). In addition, it will provide the list of Authorized Persons who must be approved to operate directly or indirectly on ENEL's systems; It will be Supplier's responsibility to inform the Data Controller of the termination of the employment relationship or of the existing assignment no later than five days from the event, in order to allow the Data Controller to immediately revoke the IT authorizations issued by him;
- d) 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;
- e) must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
- f) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- g) 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;
- h) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data he 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;
- i) 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;
- j) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- k) 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;
- l) 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.

12.3.4.2. 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.

12.3.4.3. 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.

### **12.3.5 Compensation and Liability**

12.3.5.1. Pursuant to Article 82 of the GDPR, the Supplier will be fully 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.

12.3.5.2. 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.

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

### 12.3.6 Duration

12.3.6.1. 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. 12.3.4.1, lett. *i*.

### 12.3.7 Sub Data Processors

12.3.7.1. 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.

12.3.7.2. Before the start of the activities covered by the Contract, and in any case before the start of the processing activities, the Sub-Processor will, through the Supplier, send ENEL the list of the names of its employees appointed "Authorized Persons" for the processing of Personal Data of which ENEL is the Data Controller, with the self-declaration of the appointment (Annex 2 GDPR).

12.3.7.3. At the time of signing the Contract, the Sub-processors communicated by the Supplier are considered authorized (**Annex GDPR 3**). 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 4**).

12.3.7.4. 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 3**).

12.3.7.5. 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. 12.3.4.1, lett. *i*.

## 13. CONTROLS TO CONTRAST THE ILLICIT PROVISION OF MANPOWER. (ART. 17 BIS OF THE ITALIAN LEGISLATIVE DECREE 9TH JULY 1997, NO. 241)

### 13.1 Contractor's Obligations.

13.1.1 The Contractor undertakes to the employees, whose performance concerns the activities covered by the Agreement, to:

- apply regulatory and salary conditions which are not less beneficial than those included in the CCL signed by the most representative Trade unions and in supplementary regional and/or corporate agreements related to the relevant sector, applicable at the time and in the places where the works are carried out;
- comply with the laws on salary ;
- to regularly fulfill insurance, social security and welfare obligations of any kind, in compliance with the laws, regulations and rules in force;;
- use, for workers involved in the contract, contract types consistent with the working duties required and concretely performed, in compliance with the applicable regulations in force;
- as well as to ensure the regular execution and the exact payment of withholding taxes on employee and similar income and the additional regional and municipal IRPEF provided for by current legislation.

13.1.2 Article 17-bis of the Italian Legislative decree 9th July 1997, no. 241 provides for the following conditions:

- a) entrusting the completion of one or more works or one or more services to the Contractor for a total annual amount exceeding euros 200,000;
- b) the entrusting referred to in point a) above shall occur through contracts, subcontracts, entrusting to members of the consortium or contractual relationships anyway called;
- c) agreements referred to in point b) above shall be characterized by:
  - i. main use of manpower;
  - ii. service performed at the client's places of business;
  - iii. use of capital goods proprietary to the client or attributable to him in any form.

### 13.2 Certification of Tax Compliance (DURF)

13.2.1 In the cases provided for by art. 17 bis of the Italian Legislative decree 9th July 1997, no. 241, the Contractor shall inform Enel, pursuant to paragraph 5 of the same article, sending to the contract manager to the address specified in the Agreement appropriate certification of tax compliance of the Italian revenue office ("DURF"), currently valid, pursuant to paragraphs 5 and 6 of the

same article, the existence of the following requirements on the last day of the month before that of payment deadline for withholding taxes:

- a) to have been in business for at least three years, to have fulfilled the tax return obligations and to have carried out, in the tax periods indicated in the tax return submitted in the last three years, total payments registered in the tax account for an amount not lower than 10 percent of the amount of revenues or compensations resulting from the same tax returns;
- b) to not have any entry in taxpayers' list or notice of assessment or notice of charge entrusted to collection agents concerning income taxes, regional tax on productive activities, withholdings and social security contributions for amounts exceeding euros 50.000, for which the terms of payment have expired and there are payments still due or there are no outstanding measures of suspension, with the exception of sums subject to plans of division into instalments for which the forfeiture has not occurred.

### **13.3 Information and documentation to be produced in the absence of Certification of Tax Compliance (DURF)**

In the absence of DURF (or even in case of non-valid DURF) and for the purpose to allow Enel to verify the amounts paid with the withholdings made, the Contractor shall deliver to Enel - in compliance with applicable laws on protection of personal data – within five working days after the due date of the payment referred to in article 18, paragraph 1, of the Italian Legislative Decree 9<sup>th</sup> July 1997 no.241 – the documentation indicating the regular fulfilment of tax obligations.

The documentation to be delivered that shall concern employees directly employed in the execution of the work or service covered by the contract, is the following:

- a) copy of payment authorizations concerning the payment of IRPEF [personal income tax] withholdings operated on employment and similar incomes and the corresponding local surtaxes completed according to the indications provided by the Italian revenue office with Resolution no. 109/2019 as amended and supplemented;
- b) list of workers' names, identified with tax id number, directly involved in the previous month in the execution of the work or service covered by the contract, with the details of working hours of every worker in performing the work or service covered by the contract, the amount of the compensation paid to the worker related to said performance and the details of the withholding taxes made in the previous months for each worker, with a separate indication of those related to the service covered by the contract. In case of payment of salary carried out in the month after that of the "pay slip", reference should be made to the previous second month.

All the documentation indicated in points below shall be sent to ENEL to the contract manager, to the email address specified in the Agreement.

In case of subcontract the Contractor shall provide in due time as provided for by art. 17 bis of the Italian Legislative Decree 9<sup>th</sup> July 1997 no. 241 the contract manager with the same certification/documentation referred to in points above of the Subcontractor concerning the works or services or their parts covered by the Subcontracted service to allow Enel to carry out the controls if due pursuant to the same art. 17 bis of the Italian Legislative Decree 9<sup>th</sup> July 1997, no. 241 on withholding taxes carried out by the subcontractor. In this case, the payment authorizations of the subcontractor shall contain the indication of the tax id number of Enel, to allow Enel, to verify the withholdings made to the personnel employed in this Agreement. It is understood and agreed that for the purpose to determine the annual threshold equal to Euros 200.000 provided for by art. 17 bis of the Italian Legislative Decree 9<sup>th</sup> July 1997, no. 241 reference should be made to the relationships between Enel and contractor, not detecting the amounts of possible subcontracts.

### **13.4 Further documentation to be produced**

For the purpose to determine the annual threshold equal to 200,000 Euros provided for by art. 17 bis of the Italian Legislative Decree 9<sup>th</sup> July 1997, no. 241, the Contractor undertakes to inform Enel about any transfer (sale or lease of business branch) even concerning extraordinary corporate actions that may affect the aforementioned threshold and give also notice about any further circumstance that may affect for the purposes of the application of the legislation referred to in art. 17 bis of the Italian Legislative Decree 9<sup>th</sup> July 1997, no. 241.

In case the Contractor or the Subcontractor does not fulfil the obligation to send to Enel the certification or rather the payment authorizations and the information related to workers employed, referred to in points above, or rather the payment of withholding taxes results omitted or insufficient in respect to data resulting from the documentation sent, Enel - without prejudice to the right to terminate the Agreement pursuant to and in accordance with art. 1456 Italian Civil Code as well as to take any other action to protect its interests – will suspend, as long as the non-fulfilment persists, the payment of compensations accrued by the Contractor until an amount equal to 20% of the total value of the work or service or rather for an amount equal to the withholdings not paid in respect to data resulting from the documentation sent. In these cases, the Contractor cannot take any action to satisfy his credit whose payment has been suspended, until the payment of the withholdings has been carried out.

## **SECTION II - WORKS, SERVICES, SUPPLIES WITH INSTALLATION.**

### **14. METHODS OF PERFORMING THE ACTIVITIES.**

14.1. Should the activities be performed near – and/or lead to interference with – plant (electrical, telephone, gas, water and waste water, etc.) and/or infrastructures (roads, canals, railway lines and other similar elements) belonging to ENEL or to third parties, the Contractor, before commencing the execution of the services, must take initiative, integrating and checking the information, floor plans, and basic maps received by ENEL, recovering the necessary and useful information regarding the presence and layouts of the plant and infrastructures and also identify those located fully or partially beneath ground level.

14.2. The Contractor must comply with the provisions received from time to time and with the procedures in force at ENEL or on the premises of the third party owners, in line with the laws in force and the directives issued by the competent Authorities.

14.3. The Contractor shall be liable for any delays in redelivering the plant and restoring it to service in line with pre-established times and plans, accepting responsibility for any damages caused to third parties, the owners and to ENEL.

## **15. EXECUTION OF WORKS WITH STAFF ON ENEL PREMISES.**

15.1. Should the Contract envisage the presence (even occasional) of workers engaged in the execution of the activities that form the subject of the Contract, for various reasons, on the premises of ENEL, the Contractor must personally carry out a technical site inspection at the locations in which these workers will work, before the activities commence.

15.2. The Contractor will receive from ENEL the documentation regarding the risk assessment and the prevention and protection measures for those locations and will collaborate with the same to implement the terms set forth by the legislation on prevention, protection and safety at work.

## **16. CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.**

### **16.1. Provisions regarding the health and safety of the workers.**

16.1.1. The Contractor, when performing the activities that form the subject of the Contract, must ensure the compliance of all the provisions of the laws, regulations and contracts in force regarding the health and safety of the workers as per Legislative Decree no. 81/2008 as amended and all the specific applicable standards.

The Contractor must also:

- appoint a supervisor from among its staff pursuant to Article 2 paragraph 1 letter e) of Legislative Decree 81/08 as amended;
- employ people who have suitable qualifications and certificates for the activities to be performed, as envisaged by the individual national legislations and by the ENEL procedures;
- use machinery, equipment and devices that comply with the legislation in force and with good practices and which have been subject to the regular checks required by the legislation;
- refrain from tampering with the temporary works and protections of ENEL or of other contractors
- only use machinery, equipment and devices that have previously been communicated to ENEL;
- not to use machinery, equipment and devices of ENEL without advance authorisation to do so;
- keep the work areas reasonably clean and tidy during the activities for which they are responsible;
- comply with the provisions contained:
  - in case of works *ex* Title IV of Article 26 of Legislative Decree 81/08 as amended:
    - in their own Risk Assessment Document (DVR) with reference to the specific risks of the activities that form the subject of the Contract;
    - in the Single Document on the Assessment of the Risks from Interference (DUVRI);
  - in case of works *ex* Title IV of Legislative Decree 81/08 as amended:
    - in the Safety and Coordination Plan (SCP);
    - in its Operational Safety Plan (POS);

participate in the meetings of cooperation and coordination held by ENEL.

### **16.2. Instructions regarding first aid, fire prevention and emergency management.**

16.2.1. The Contractor and any subcontractors must comply with the terms set forth by the law regarding first aid, fire prevention and emergency management.

### **16.3. Working with electricity**

16.3.1. As set forth by Legislative Decree 81/08 as amended and integrated by IEC Standards EN 50110 and 11/27, the Contractor and any subcontractors must assess, for each individual activity of theirs, the electrical risks.

16.3.2. For activities performed on off-line installations, the Contractor's supervisor must be classified as a Qualified Person (PES). If the staff member who is operating is classified as an Ordinary Person (PEC) the supervisor, or a person classified as an Instructed Person (PAV) must constantly watch over the activities of the same.

16.3.3. For activities performed on live installations on systems classified as Categories 0 and 1, pursuant to IEC Standards EN 50110 and 11/27, the supervisor must be classified as a Qualified Person and have been deemed qualified to carry out works on live Category 0 and I systems. Staff must be classified as PES or PAV and have been deemed qualified to perform works on live Category 0 and I systems.

16.3.4. The Contractor is strictly forbidden from commencing the activities, before ENEL has delivered the electrical installation that is the subject of such activity to the same.

**16.4. Use of chemical substances.**

16.4.1. The Contractor must not bring hazardous chemical substances into the ENEL sites without ENEL's prior authorisation.

**16.5. Confined spaces**

16.5.1. In case of activities to be performed in environments in which there is a suspected risk of pollution or in confined spaces (for example tanks, silos, galleries, wells, etc.), in order to prove the effective capabilities of the staff who will carry out the works, before the execution of the activities, the Contractor/subcontractor must provide a list of the names of the workers who will perform said activities, accompanied by suitable documentation certifying that said work force has the requisites prescribed by Presidential Decree 177/2011.

16.5.2. Should the work be subcontracted, the subcontractor must be authorised by ENEL and certified pursuant to Title VIII Chapter 1 of Legislative Decree 276/03.

**16.6. Temporary and mobile sites.**

16.6.1. Before the works commence, the Contractor and any subcontractors, in relation to the contents of the documents regarding safety submitted to them must draft and send the Operational Safety Plan (POS) for the individual site in which the works will take place, as set forth in Article 89 letter h) of Legislative Decree 81/08 as amended.

16.6.2. The Contractor and any subcontractors must present their own Operational Safety Plan (POS) reasonably in advance of the commencement of the relative works to enable the Works Coordinator to verify the suitability of the POS and ensure its coherence with the Safety and Coordination Plan (PSC).

The POS must contain the minimum elements identified by point 3.2 of Annex XV of Legislative Decree 81/08

**16.7. Penalties for breaches of the health and safety legislation.**

16.7.1. With reference to Article 11.2. "SANCTIONS FOR BREACHES OF THE LEGISLATION ON OCCUPATIONAL HEALTH AND SAFETY" of the General Terms – General Part, ENEL, for each non-compliance committed by the Contractor regarding the protection of OCCUPATIONAL HEALTH AND SAFETY, ENEL is entitled to apply, notifying the Contractor by registered letter with return receipt of delivery, a pecuniary penalty of:

- Euro 500.00 (five hundred/00) for each "SERIOUS" non-compliance<sup>9</sup>
- Euro 1.000,00 (one thousand/00) for each "VERY SERIOUS" non-compliance<sup>10</sup>

16.7.2. Should the "SERIOUS", "VERY SERIOUS" and "GRIEVOUS" non-compliances cause work injuries or in any case damage to persons, ENEL reserves the right, with its decision being final, to apply – in relation to the seriousness of the violation and/or of the injury and/or of the damage to the person - a pecuniary penalty of up to 2% of the total contractual amount and, in any case, of no less than € 1,000.00 (one thousand/00).

**16.8. Asbestos.**

16.8.1. The Contractor, during the execution of the activities that form the subject of the Contract, undertakes not to use any materials and objects containing asbestos. Should asbestos be detected in the assigned work area or should there be a suspicion that it may be present, the Contractor must stop the activities and notify the competent ENEL supervisor accordingly, in order to ensure that the situation is managed correctly.

**17. CONTROLS**

17.1. ENEL is entitled to control and verify that the Contractor accurately fulfils all the duties undertaken by the same when signing the Contract, and all and any additional requirements envisaged by ENEL during the execution of the same.

17.2. Should, at the outcome of these controls, the Contractor fail to submit in writing any disputes in relation to the decisions made by ENEL within ten days from receipt of the same, these decisions will be considered as accepted in full and the Contractor will lose its right to submit any reservations.

**18. RESERVATIONS.**

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<sup>10</sup> As classified in the table "List of Serious and Very Serious breaches" as per Article 11.2 of the General Terms

<sup>10</sup> As classified in the table "List of Serious and Very Serious breaches" as per Article 11.2 of the General Terms



18.1. All and any reservations that the Contractor may intend to formulate, for any reason, must only be submitted, under penalty of invalidation, by signing the accounting document with reservation under the update relative to the period in which the event that determined the reservation occurred.

18.2. The Contractor must also state, under penalty of invalidation, the reservations submitted on the accounting register, and on the reports confirming receipt.

18.3. The Contractor is obliged to express such reservations, notifying ENEL - within fifteen days from the signature with reservation of the accounting document- of the reasons for such reservations and providing specific details of any recompense to which it believes it is entitled.

18.4. Obviously no new reservations other than those relative to facts regarding the latest update will be permitted.

18.5. If the Contractor signs the latest update of the accounting document without reconfirming the previous reservations, all the previous situations relative to the works and services that form the subject of the Contract, will be considered as having been definitively accepted by the same, and the relative reservations will be deemed as having expired. Equally, if the Contractor fails to state any reservations regarding to the latest temporary situation, this will also be considered as having been definitively accepted.

18.6. Except the cases in which ENEL deems it suitable to anticipate the review of the same, the reservations presented in the above-mentioned methods and terms will be examined after the Contractor has signed the report confirming their definitive acceptance of the works.

## **19. MANAGEMENT OF THE WASTE GENERATED BY THE WORKS OR SERVICES FORMING THE SUBJECT OF THE CONTRACT.**

19.1. The waste generated by the activities that form the subject of the contract and assigned to the Contractor is classified as "Special waste"; this must be managed in compliance with the provisions of the law in force and all the terms set forth in the Contract.

If envisaged in the Contract, the waste must be conferred by the Contractor, at their own expense and under their own responsibility, to parties authorised to perform recycling activities or, should this not be possible, to parties authorised to dispose of the same.

In particular, the Contractor will be legally liable for the correct management of any temporary waste deposits and for correctly completing and keeping the environmental documents.

19.2 In the case described in the previous point, unless differently established within the Contract, the Contractor can under no circumstances set up temporary waste deposits on the sites involved in the execution of the activities which form the subject of the Contract.

19.3 The Contractor, as the producer of the waste generated by the activities that form the subject of the Contract, is responsible for all the activities connected to the correct management of the waste, including packing activities.

Specifically, the Contractor, in order to perform the activity related to the management of the waste must:

- a) be registered in the National Register of Environmental Managers, pursuant to Article 212 of Legislative Decree 152/2006;
- b) have provided ENEL with the following when submitting the offer:
  - a copy of their entry in the Register together with a copy of the receipts that attest to the payment of the annual fees, on the relative due dates;
  - copy of their registration in the waste traceability system (SISTRI), where applicable;
  - registration in the "White Lists", where required;
- c) confer the waste produced to parties authorised to recycle and/or dispose of the same;
- d) provide ENEL with a copy of their own authorisation to recycle or dispose of waste, if they are the owner of a recycling or disposal plant which they intend to use for the conferral of the waste produced during their activity;
- e) provide ENEL with a list of the potential parties to whom the waste produced during the execution of the activities which form the subject of the contract may be conferred, should the recycling or disposal activities be performed by plants owned by third parties, attaching a copy of the relative authorisations;
- f) promptly notify ENEL of any updates or amendments made to the deeds of registration in the Register, providing the updated documentation, and any decisions made by the competent authorities that imply restrictions or revocations of these;
- g) deliver to ENEL, before the execution of any activity requested by ENEL that forms the subject of the above-mentioned Contract, a statement confirming the validity and effectiveness of the above-mentioned authorisations and registrations, which must specify, among other things, that no provisions revoking or suspending the same have been, or are being, implemented by the competent Authorities.

19.4. Should the Contractor not perform the activities of waste collection, transportation and delivery in their own right, these must be assigned under subcontract, in compliance with the relevant legislation in force and subject to the express authorisation of ENEL .

For the purpose of authorising the subcontract, the Contractor must also provide ENEL with:

- a copy of the entry in the National Register of Environmental Managers for the party/parties who will carry out the waste collection and transportation activities;
- copy of the registration in the waste traceability system (SISTR1), where applicable;
- the list of plants to which the waste produced during the execution of the contract will be delivered and the relative authorisations;
- a list of the types of waste generated.

19.5. Should the Contractor use a broker, for the management of the waste, in addition to the documentation listed above, they must also provide ENEL with a copy of the broker's entry in the National Register of Environmental Managers.

19.6. The waste produced by the Contractor can only be deposited in the areas assigned by ENEL, in compliance with the provisions set forth governing the temporary holding of waste. ENEL

Where weighing systems are present, the waste must be weighed under the supervision of ENEL .

19.7. The Contractor, before every transportation, must deliver to ENEL the copy of the first copy of the Identification Form, also by Certified Public Email (PEC).

On a monthly basis, or in any case when the Work Progress Reports (SALs) are drawn up - and in any case in compliance with the maximum times envisaged by the sector-specific legislation for submitting the documentation for the transportation of the waste - for the waste generated by the activities carried out in the period and/or registered in the accounting system in the individual Work progress Reports, the Contractor must provide ENEL with a copy - also by way of Certified Public Email (PEC) - of the fourth copy of the Waste Identification Form (FIR), countersigned by the recipient or the copy of the documentation envisaged in case of cross-border shipments.

The payments of the individual SALs and in any case of the final SAL are subject to receipt of the copy of the first and fourth copy of the Waste Identification Form. Before the final SAL is issued by ENEL, the Contractor must also declare that they have arranged to manage the waste in compliance with the law, also indicating the type of waste (CER) managed.

ENEL can ask the Contractor to provide a copy of the waste management register at any time and the Contractor cannot refuse to do so.

19.8. Where envisaged, with reference to the management of earth and rocks deriving from excavation activities and classified as by-products, the Contractor must provide a copy of the self-certifications submitted to the Regional Environmental Protection Agency for (ARPA), regarding the compliance with the criteria set in relation to the reuse and full use of excavated earthen materials.

19.9. ENEL reserves the right to perform random checks.

19.10. With reference to the waste for which ENEL is identified as the producer, the Contractor or any subcontractors of the same authorised by ENEL , to whom ENEL will assign - in its capacity as intermediary, transporter, recycler and/or disposer - the management of its waste, undertake to perform the activities in compliance with the legal provisions in force and all the obligations envisaged in the Contract. In particular, the Contractor and any subcontractors of the same must ensure compliance with the provisions of this Article, insofar as they are applicable.

## **20. TERMINATION REGULATIONS**

20.1. Without prejudice to the terms set forth in Article 9. "SUSPENSION, WITHDRAWAL AND TERMINATION" of the General Terms– General Part and the terms established in Article 10 above. "TERMINATION AND EXECUTION IN DEFAULT, in all cases of termination with regard to the Contract, ENEL notifies the Contractor of the date and the methods with which the delivery operations of the works and the transfer of possession of the sites must take place. The Contractor must deliver the works immediately, as is, while ENEL is entitled to take all or part of the plant on site, the temporary works and materials of the Contractor.

20.2. The Contractor must pick up the machinery, equipment and working tools belonging to the same which ENEL does not intend to use, remaining fully liable for shutting down the sites, even in several stages, in compliance with the indications provided for this purpose by ENEL, with 30 days' prior notice.

20.3. The above is true in any case without prejudice to ENEL's right to claim damage compensation. Should any of the amounts described in this Article be acknowledged as being owed to the Contractor or as having been paid to the same, this does not imply any waiver of the Contractor's right to claim damage compensation.

## **21. SAFEKEEPING.**

21.1. From the delivery date of the works until the acceptance of the same by ENEL, and limited to the materials used for which ENEL has benefited from the right of use, the Contractor is solely liable for the safekeeping of the sites, tools, materials and the works in progress, also during any periods of suspension of the works.

21.2. Additionally, the Contractor is also responsible for the preservation, safekeeping and use of the materials they need to engage, in particular those provided by ENEL, from the date on which they are received, indemnifying ENEL from all relative liability, including any damage to third parties.

## **22. ACCESS TO SITES AND WORK AREAS**

22.1. The Contractor will be liable for all the tasks and costs of gaining access to the sites and the work areas, as well as the design, installation, construction, adjustment and maintenance in perfect running order of suitable site plant and temporary works required for the execution of works, jobs and interventions.

22.2 Any accesses to the site by any party (subcontractors, service providers etc.) must be expressly authorised by ENEL.

## **23. SITE SIGNAGE.**

23.1. The Contractor, as well as any subcontractors/sub-assignees, must arrange to signpost the sites using site signage that complies with the layouts recommended by ENEL.

The Contractor, as well as any subcontractors/sub assignees, must also install, in full view and for the entire duration of the works, the safety and hazard signage required by the health and safety at work and traffic circulation laws in force.

The signs, in the required quantities. will be procured by the Contractor at their own expense and under their own responsibility.

## **24. TRANSPORTATION, WAREHOUSING AND DEPOSITS.**

24.1. The Contractor must arrange to transport all the materials, equipment and machinery required for the execution of the contracted works within the site, including the loading and unloading operations, and depositing and storage tasks in the sites.

## **25. SITE SHUT-DOWN**

25.1. In the period between the date on which the works are completed and that on which ENEL accepts the same, the Contractor must progressively shut the site down, in line with a plan agreed upon previously with ENEL, arranging to demolish the temporary works, transport and dispose of the by-products, leaving the used areas clear and tidy in order to prevent any damage occurring to people and things.

## **Attachment 1 annex italy**

### **Declaration ex special part "D crimes against the personality" .**

#### **HUMAN RIGHTS DECLARATION (Company)**

The Company, in the person of its legal representative, ..... in the awareness that making an untruthful statement will justify ENEL in terminating the Contract and claiming damage compensation,

declares:

that **it has been / has not been** (cross out the option that does not apply) investigated in the last 5 years in legal proceedings relative to the following crimes against the personality: subjection to or maintenance of people in slavery or servitude, child prostitution, child pornography, possession of paedopornographic material, tourist initiatives designed to exploit child prostitution, human trafficking, the buying and selling of slaves.

The undersigned company undertakes to communicate promptly to ENEL any changes to the information conveyed in this statement. Additionally, it is aware that ENEL can, at any time request proof of the contents of this declaration and hereby undertakes to provide appropriate supporting documentation.

Yours faithfully,

Date, .....

Company stamp    Signature of legal representative

\*\*\*\*\*

#### **HUMAN RIGHTS DECLARATION (Natural Person)**

The undersigned..... in the awareness that making an untruthful statement will justify ENEL in terminating the Contract and claiming damage compensation,

declares:

that **it has been / has not been** (cross out the option that does not apply) investigated in the last 5 years in legal proceedings relative to the following crimes against the personality: subjection to or maintenance of people in slavery or servitude, child prostitution, child pornography, possession of paedopornographic material, tourist initiatives designed to exploit child prostitution, human trafficking, the buying and selling of slaves.

The undersigned undertakes to communicate promptly to ENEL any changes to the information conveyed in this statement. It is also aware that ENEL may at any time request proof of the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date, .....

Stamp

Signature

### Attachment 2 annex italy

#### STATEMENT OF CONFIDENTIALITY

CONTRACT NO. .... OF.....

SUBJECT: .....

The

undersigned:

(first name and surname of the declarant)

Natural person (only tick if the Contract in question is not in the name of a company)

(only tick if the Contract in question is in the name of a company)

Owner

} of

\_\_\_\_\_

(Name/Company Name)

Legal Representative

**DECLARES:**

> that the list of all those who will be able to access the premises of ENEL for purposes related to the Contract and/or access and process data and information of the ENEL group is as follows:

1) Mr .....

(Surname, First name)

2) Mr .....

(Surname, First name)

> that each of the persons listed above has signed the appropriate individual confidentiality clause attached hereto;

> that the reference person appointed to keep the list described above constantly updated is Mr. \_\_\_\_\_ email \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_

Attached no. \_\_\_\_ individual confidentiality clauses

Date \_\_\_\_\_

The Declarant

.....

(Stamp and Signature)



**INDIVIDUAL STATEMENT OF CONFIDENTIALITY**

**CONTRACT NO.** .....**OF** .....

**SUBJECT:** .....

The undersigned.....

born in ..... ( ..... ), on .....

<b>to be completed if the Contract in question is in the name of a</b>	
<input type="checkbox"/> employee  <input type="checkbox"/> consultant	} of the company .....

in relation to the above Contract, undertakes:

- not to disseminate or communicate to third parties the information collected, the opinions, the relative studies carried out, and any elements that may have been made available by ENEL for the execution of the above-mentioned Contract and to only use this information for the purposes of said Contract, except in cases in which the undersigned party must comply with the legal obligations or with requests from the Public Authorities which it cannot legitimately refuse;
- to view and carefully observe the recommendations for the security of the data specified in attachment hereto, and in case of using the IT systems provided by ENEL, to exercise the maximum diligence when keeping all the paper and/or digital media acquired or produced during the execution of the activity.

Information disclosed by ENEL itself, i.e. available in official documents, is excluded from such confidentiality obligations.

The confidentiality obligations remain effective **for a period of 5 years** from the expiry of this appointment, also in cases of withdrawal and direct and indirect termination of the relationship with ENEL based on the Contract.

For acceptance

Signature

.....

Date: .....

**Security rules for use of ENEL computer systems**

The IT systems owned by the ENEL group must be accessed and used in compliance with the following security rules:

- the user credentials for the IT systems of ENEL must only be used by the user. The relative password must be kept strictly secret and changed at least every 60 days;
- the access to the IT system must be limited to the instrumental components for the execution of the activities envisaged by the appointment, even if the security measures implemented fail to prevent other components from gaining access. Users cannot use any network services or connect equipment other than those necessary for the execution of the jobs;
- the operations performed using the IT systems of ENEL must not breach the national laws or the provisions of international legislation;
- the workstation used for the execution of the jobs (fixed and/or portable) must not be used to connect to Internet in ways other than those that may be provided by ENEL;
- Personal laptop computers can only be connected to the ENEL data network if equipped with updated anti-virus software. In particular, users must adopt all possible counter measures designed to prevent the dissemination of viruses, worms, hoaxes, trojans and other illegal software that could interrupt the IT service;
- the texts and/or images created/sent using the IT systems of ENEL must not be offensive and/or inappropriate;
- any email accounts provided for the use of the user must not be used for "spamming" operations or to forward chain letters.

In relation to the instructions specified above, ENEL reserves the right to prevent any improper uses of its IT infrastructures, without prejudice to the duty to comply with the terms set forth by the laws in force. ENEL also reserves the right to report to the competent Court Authority any breaches that may constitute a crime.

### Attachment 3 annex italy

List of the names of the Sub-processors

COMPANY	PRODUCT OR SERVICES	TYPE OR CATEGORY OF DATA PROCESSED	ADDRESS



**GDPR ATTACHMENTS (FROM ATTACHMENT 1 TO ATTACHMENT 4)**



**ATTACHMENT 1 GDPR**

**Description of the processing of personal data**

With reference to art. [insert reference to art. of the Contract] of Annex VII [select the reference] to the order letter no. [insert reference to the number of the order letter] and in particular to the appointment of the company [insert name of the company that is appointed Responsible] as Data Processor, with this Annex it is intended to specify that the aforementioned processing will involve the following types of data and categories of data subjects.

**A. Categories of Personal Data**

- Biographical data<sup>11</sup>
- Particular Categories of Personal Data<sup>12</sup>
- Judicial data
- economic and financial Personal Data<sup>13</sup>
- Data relating to Contracts with Customers<sup>14</sup>
- Contact Data or Access Data <sup>15</sup>
- Profiling Data
- Data relating to identification / recognition documents<sup>16</sup>
- Geolocation data
- Statistical data
- Categories of personal data (free text) \_\_\_\_\_

**B. Categories of Data Subjects**

- Business Partner
- Supplier
- Client, Prospect
- External Subject
- Underage
- Employees
- Executives Employees
- Shareholders
- Executives Employees of other companies
- Other Categories (free text) \_\_\_\_\_

<sup>11</sup> For example: name, surname, sex, date of birth, place of birth, social security number, other ....

<sup>12</sup> For example: political views, religion, racial origin, health, sexual orientation, other

<sup>13</sup> For example: bank account number, credit card, other ...

<sup>14</sup> For example: POD- PDR-

<sup>15</sup> For example: postal or e-mail address, mobile landline number

<sup>16</sup> For example: identity card, passport, driving license, CNS, other ...

**ATTACHMENT 2 GDPR**

**SELF DECLARATION**

of Appointment of Persons Authorized to Process Personal Data pursuant to art. 29 of EU Regulation 2016/679 (GDPR)  
(Presidential Decree 28 December 2000, n.445) (D.P.R. 28 dicembre 2000, n.445)

Dear  
ENEL

The undersigned (surname) (name).....  
born in .....(.....) on.....  
resident..... (.....) (street/square) ..... n. ....  
As legal representative of the Company .....  
with headquarter in .....(.....) (street/square) ..... n. ....  
Tax Code .....VAT.....  
in relation to Contract no. ....

as Data Processor, aware of the criminal sanctions referred to in Article 76 of the Presidential Decree 28.12.2000 n.445, in case of false declarations and formation or use of false documents, on its own responsibility

**DECLARES**

- a) that it has appointed his employees / collaborators in relation to the activities referred to in the aforementioned contract, as "Authorized Persons" to process personal data according to art. 29 of the GDPR and that this appointment includes the minimum requirements set out at the bottom of this declaration;
- b) that the Sub Processor, if any, which carry out the activities referred to in the aforementioned contract, have appointed their employees and collaborators "Authorized Persons" to process personal data according to art. 29 of the GDPR;
- c) that a copy of the appointments is available for ENEL.

**ATTACH**

The list of Authorized Persons who must be approved to operate directly or indirectly on Enel's systems;

**UNDERTAKES**

to update the documentation before the start of activities:

- in case of new employees / collaborators will process personal data,; and
- within five working days from the moment the employees / collaborators will not process any more personal data.

Date .....

Signature .....

Information and minimum instructions for the performance of tasks relating to the processing of personal data by Authorized Persons

In particular, it is specified that:

- The processing of personal data must be carried out lawfully and correctly;
- Personal data must be collected solely for purposes related to the activity carried out, exclusively during working hours and in any case no later than the necessary time;
- Without prejudice to the above, in the exceptional hypothesis of processing personal data carried out outside working hours, the Authorized Person must ensure that he has closed the work session ("log-off") so that the credentials of access for subsequent use;
- It is necessary to constantly check the data and update them;
- Constant verification of the completeness and accuracy of the data processed is necessary;
- The possible phase of consent collection must be preceded by specific information and by the release of the consent of the data subjects, which must be free, specific and in writing or in any case specifically documented;
- In the event of interruption, even temporary, of work, it is necessary to ensure that the data processed are not accessible to unauthorized third parties, by making a specific log-off;
- Your authentication credentials must be confidential and as such used only by the Authorized Person;
- Maximum confidentiality must be guaranteed in each processing operation.

In particular, Authorized Persons are required to:

- a) access only personal data whose knowledge is strictly necessary to fulfill the assigned tasks and no later than the necessary time;
- b) do not leave company documents unattended or exposed to the vision of subjects in any case unrelated to processing, with particular reference to those containing sensitive and judicial data, take care of the necessary confidentiality of the data in question, implementing - also on the basis of the provisions issued by Company - suitable precautions to prevent others, unauthorized, from accessing the aforementioned data;
- c) not to disclose, communicate the data it has come into possession, outside of the cases permitted by law or provided for by contractual regulations and to maintain due confidentiality with regard to the information that has come to knowledge during the course of the assignment even when the assignment itself has ceased;
- d) not to massively download personal data without prior communication and authorization from the Data Controller or Data Processor;
- e) in any case, keep with care and appropriate diligence the paper documentation entrusted in carrying out the work activity, containing sensitive data and those relating to registrations of criminal record, in cabinets or drawers equipped with locks and observe the procedure provided (indication in the " special register of one's name, time and date of access, retrieval / return of the document) for access to the archives that store the aforementioned data;
- f) adopt and scrupulously comply with the requirements dictated by the Data Controller or the Data Processor regarding technical and organizational measures adequate to ensure a level of security appropriate to the risk (pursuant to art. 32 of the GDPR);
- g) in particular, for data processing to be carried out with electronic or in any case automated tools, comply with any specific authorizations / qualifications and the storage methods and tools provided by the Data Controller or Data Processor;
- h) inform the Processor in case of accidents involving the personal data being processed, in particular if sensitive and / or judicial.

**List of Sub-Processor**

<b>COMPANY</b>	<b>PRODUCT OR SERVICES</b>	<b>CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA PROCESSED</b>	<b>COUNTRY AND ADDRESS</b>	<b>ADEQUATE GUARANTEES AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA</b>

## SELF DECLARATION

(to be filled only in cases where the adequate guarantee for the transfer consists of Standard Contractual Clauses)

Dear  
ENEL

The undersigned (surname) (name).....

born in .....(.....) on.....

resident..... (.....) (street/square) ..... n. ....

As legal representative of the Company .....

with headquarter in .....(.....) (street/square) ..... n. ....

Tax Code .....VAT.....

in relation to Contract no. ....

as Data Processor, aware of the criminal sanctions referred to in Article 76 of the Presidential Decree 28.12.2000 n.445, in case of false declarations and formation or use of false documents, on its own responsibility

### DECLARES

• **With regard to contracts entered into as of 27 September 2021:**

- d) to have carried out a prior Data Transfer Impact Assessment ("DTIA") in relation to the transfer of personal data under the Contract and to have taken all the necessary supplementary security measures, where appropriate;
- e) to have duly signed the Standard Contractual Clauses with the Sub-Processors it may use to perform the activities under the Contract;
- f) to update and re-evaluate the DTIA at regular times, verifying whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the Country of destination of the transferred data that could affect the level of security of the transfer;
- g) to make available a copy of the signed Standard Contractual Clauses and of the DTIA carried out, upon simple request by ENEL.

• **With regard to contracts entered into before 27 September 2021:**

- a) to carry out a prior DTIA in relation to the transfer of personal data under the Contract and to take all the necessary supplementary security measures, where appropriate, by 27 December 2022;
- b) to sign the Standard Contractual Clauses with the Sub-Processors it may use to perform the activities under the Contract, by 27 December 2022;
- c) to update and re-evaluate the DTIA at regular times, verifying whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the country of destination of the transferred data that could affect the level of security of the transfer;
- d) to make available a copy of the signed Standard Contractual Clauses and of the DTIA carried out, upon simple request by ENEL.

Date .....

Signature .....

**ATTACHMENT 4 GDPR**

RE. CONTRACT N. \_\_\_\_\_

**Subject:** **REQUEST FOR AUTHORIZATION OF APPOINTMENT OF SUB DATA PROCESSOR PURSUANT TO ARTICLE 28 OF EU REGULATION 2016/679 (HEREAFTER "GDPR")**

The Company [*Fill with Company's name*], as Data Processor appointed by [*Fill with Company's name*], as Data Controller

**WHEREAS:**

- for the execution of specific processing activities related to the execution of the foregoing Contract, use must be made of external companies;
- for these purposes, the Company [*Fill with Company's name, VAT, headquarter address*] has been identified
- pursuant to Article 28 of the GDPR, this company must be appointed as a Sub Data Processor

**IT IS HEREBY AGREED AS FOLLOWS**

The Company [*Fill with Data Processor Company's name*] requests to [*Fill with Data Controller Company's name*], in its capacity as Data Controller, authorization to appoint the Company [*Fill with Company's name*] as Sub Data Processor.

Date \_\_\_\_\_

Data Processor

\_\_\_\_\_

For acceptance

Data Controller

\_\_\_\_\_