



This “Annex VIII Romania” is implemented to the procurement agreements for supply, services and works regulated by Romanian law in force and concluded between a company member of Enel Group and a Contractor.

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1. SCOPE OF APPLICATION

This “Annex Romania” shall apply to all agreements for works/services/supply regulated by Romanian legislation, concluded between a company of Enel Group and the Contractor.

This document is part of the **General Conditions**.

Notwithstanding the provisions of art.1.2 “Scope” of the General Part, the Agreement includes the webpage where the **General Part** and this ANNEX Romania are available; under any circumstances, a copy shall be submitted to the Contractor.

Understanding the provisions of art. 5.1 “Interpretation and hierarchy” of the General Part, any waiver or modification of this ANNEX Romania proposed by the Contractor shall be valid only if it is made in writing and accepted in the same form by Enel and it shall be applied only to the Agreement which it was proposed for, excluding the possibility that the exception can be extended to other agreements in progress or which shall be eventually provided later by the same Contractor.

It is specified that if any discrepancy or inconsistency between the documents that are part of the Procurement Agreement occurs, reference shall be made to art. 5 “Interpretation and hierarchy” of the **General Part**, which specify that the prevalence is determined by sequentially order according to which the contractual documents are listed.

In case that a part of the clauses contained in the **General Part** shall be amended by agreement of the parties, this amendment shall be indicated in the Agreement/FA by way of derogation from Annex Romania.

The original version of this ANNEX Romania is in Romanian language. Please take into account that in case of discrepancy between the original version in Romanian language and translations into other languages, the original version in Romanian language shall prevail.

2. DEFINITIONS

In addition to paragraph 2 of the GENERAL PART in this Annex Romania the following definitions shall be applicable.

In this document the following terms shall construed as follows:

- a) **ENEL** – any company of Enel Group Romania;
- b) **Agreement** – written agreement concluded between Enel and the Contractor for the performance of a works services or products Agreement;
- c) **Framework Agreement (FA)** – written agreement concluded between Enel and one or several Contractors, aimed to establish the essential elements/ conditions that shall regulate the Procurement Agreements to be awarded in a given period, in particular regarding the price and, where appropriate, the quantities taken into account;
- d) **subsequent contract** – the agreement is the act of will of the two parties concluded, based on an FA between “Enel” as the “Beneficiary/Purchaser”, and one or several business operators as “Contractor”;
- e) **Enel and Contractor** – the Contracting Parties, as they are listed in this document;
- f) **price of the Agreement/FA** – the price payable by Enel to the Contractor, based on the Agreement/FA for the full and proper performance of all its obligations taken by this Agreement;



- g) **force majeure** – an event beyond the control of the parties, which is not due to their error or fault, which could not have been foreseen when the agreement/FA was concluded and which makes impossible the execution and fulfilment of the Agreement/FA; such events are considered: wars, revolutions, fires, floods or other Acts of God, restrictions occurred following a quarantine, embargo, the list is not exhaustive, but declarative. It is not considered as a force majeure the event as those listed above that, without creating an impossibility of performance, makes the fulfilment of the obligations of one of the parties extremely expensive;
- h) **day** – calendar day;
- i) **year** – 365 days;
- j) **Annex Romania**: this document, an integral and substantial part of the **General Conditions** applicable to Enel Group, of which this is an Annex, which is supplemented by the Special conditions specific for each type of contract to be concluded by Enel with a Contractor
- k) **Object of the Agreement/FA**: The object of the Agreement/FA is that determined by the Agreement/FA and by the documents that are an integral part of it.

3. APPLICABILITY

The Agreement/FA shall enter into force on the date when it is signed by both parties.

4. LANGUAGE OF THE AGREEMENT

Notwithstanding the provisions of art. 3.1 “Language of the Agreement” and of art. 5.3 “Interpretation and Hierarchy” of the **General Part**, the original version of all contractual documents, including the **General Part**, will be Romanian language.

The Agreement/FA and any other document related to the Agreement/FA are concluded in Romanian language, as a compulsory condition.

5. COMMUNICATIONS

In addition to the provisions of art. 6 “Notifications” of the **General Part**, any communication between the parties in connection with the execution of the Agreement/FA, must be done in writing - by letter, fax, electronic means, by written confirmation of receipt of the communication.

Any written document must be registered both when sent and when received.

When the contractual documents refer to statements, - notifications, documents for which the signature is required, are admitted only on hard support (on paper).

Communications must be sent to the addresses (including e-mail address) specified in the Agreement/FA.

Any Contracting Party can change its contact information by submitting a communication to the other Party with a notification of five (5) business days.

The Contractor must observe and immediately execute any communication received from Enel, without any further formality, even in cases when it intends to express its own comments.



6. CONTRACTING CLAUSES CONCERNING THE PRICE

6.1 In addition with art. 7.1 "Price" of the **General Part**, for activities provided, payments due by Enel to the Contractor are those stated in the financial proposal, attached to the Agreement/FA. Prices remain fixed during the period of the Agreement/FA unless the Agreement/FA specifies otherwise.

6.2 In addition to the provisions of art. 7.3 "Invoicing" of the **General Part**, invoices will have attached the appropriate supporting documents, as the case may be. In the case of services, the invoices will be supported by supporting documents (e.g. activity annexes, reports, minutes, correspondence, etc.), that will attest to the effective performance of those services.

6.3 UPDATE OF THE CONTRACTUAL PRICE/FA (REGULATION OF PRICES)

In compliance with the provisions art. 7.1 "Price" of the General Part, the contracting prices can be adjusted only if this possibility is provided in the Agreement/FA and/or required by applicable law.

The adjusted prices are applicable exclusively to the activities ordered by Enel following the date of revision. The price adjustment is requested by the party interested and calculated in line with the modalities indicated in the Agreement/FA; if it is calculated by the Contract, Enel reserves the right to perform a verification.

6.4 Remuneration of price adjustment

The application of the price adjustment referred to in this section represents for the both parties the full recognition of all the related rights resulting from the changes of costs, which can consist in their increasing or decreasing.

The value of price adjustment does not contribute to the establishment or achievement of the contract value.

6.5 Notwithstanding the provisions of art. 7.3 "Invoicing" of the **General Part**, invoicing will be done in accordance with art. 7.3.2. B "Outside electronic systems.", unless stated otherwise by contract.

7. TAXES

In addition to the provisions of art. 8 "TAXES" of the **General Part**, the tax residence certificate as stipulated in Article 8.2 of the **General Part** will be provided by the Contractor every year along with the first invoice issued in that year, in order to be applied the provisions of the convention for the avoidance of double taxation in force between the two countries. Otherwise, ENEL will be able to make deductions in compliance with applicable legal provisions.

8. AMENDMENT OF THE AGREEMENT

In addition to the provisions of art. 9.4. "Changes to contractual terms" the Contracting Parties have the right, during the Agreement/FA, to agree on amendment of the provisions of the Agreement/FA, by written addendum concluded in compliance with applicable legal provisions.

9. SUBCONTRACTING

9.1 In addition to the provisions of art. 10 "Contract Assignment and Subcontracting" of the **General Part**, the Contractor can use subcontractors after the Contract is signed by both Parties, therefore during the performance of the agreement, only with the Enel's approval.



The Contractor has the obligation to submit at the conclusion of the Agreement/FA, all the agreements concluded with subcontractors appointed which must indicate in detail all the activities they shall provide and the value threshold for each type of activity.

The List of Subcontractors, including their identification data and agreements concluded with them, are considered annexes to the Agreement/FA.

The Contractor can change any subcontractor only if it has not fulfilled its part of the Agreement/FA. Changing a Subcontractor shall not alter the price of the Agreement/FA and it shall be effective only if the approval of Enel was obtained in advance.

If during the performance of the Agreement/FA, the Contractor requires employment of subcontractors to fulfil the Agreement/FA, it will not have the permission to do so without prior consent of Enel and only up to a limit of 30% of the main activity, in case of works performance agreements and 30% of the contract value for service agreements and 30% of the value of installation/fitting services for supply contracts. In case it obtains this consent, the Contractor shall submit to Enel, the certified copy of the contract concluded with the subcontractor mentioned, which, thus, becomes an annex to the Agreement/FA.

Subcontracting this Agreement in cascades is strictly forbidden.

The Contractor is not allowed, under any circumstances, to subcontract parts of the works under the scope of the agreement awarded to it, if it did not receive written consent of Enel. In case that, following the inspections carried out by authorized personnel of Enel, it is found out that the Contractor has provided works with subcontractors previously authorized by Enel or Subcontractors of the Subcontractors, Enel reserves the right to terminate the agreement and to claim damages.

The Contractor has the obligation to conclude agreements with the subcontractors appointed under the same terms according to which it signed the agreement with Enel.

The Contractor has the obligation to inform the Subcontractors regarding all the documents part of the agreement between the Contractor and Enel that have an influence on the execution of the agreement.

The Contractor is fully responsible to Enel on the modality the subcontractors fulfil their part of the Agreement/FA.

The Contractor has the obligation to submit to Enel the proof of payment regarding the invoices issued by the Subcontractor in connection to the performance of the Agreement/FA.

9.2. In addition to the provisions of art. 18.4. "The Contractor's obligations concerning Subcontracting activities", in the case of in public procurement procedures, the clause requirements will not exceed the legal framework that OUG 34/2006, art. 11 para. (7) of GD. No. 925/2006, with subsequent amendments and completions: *"(7) The contracting authority does not have the right to impose the fulfilment of qualification criteria for potential subcontractor, but material and human resources of declared subcontractors do count for their involvement in the contract to be performed, if the relevant documents are submitted in this regard"*

10. CESSION

Notwithstanding the provisions of art. 11 "Assignment" of the **General Part**, during the execution of the Agreement/FA, only the assignment of claims arising from the Agreement/FA is permitted, the obligations undertaken still remaining the liability of the Contracting Parties, as they have been initially provided and assumed.



The assignment of debt shall not relieve the Contractor of any responsibility regarding the guarantee or any other obligation taken by the Agreement/FA.

11. PROVISIONS CONCERNING THE EARLY CESSATION/TERMINATION OF THE AGREEMENT/FA

Notwithstanding the provisions of art. 16.3 "Termination for reasons attributable to the Contractor" of the General Part, termination can be decided only under the conditions provided in the Particular Conditions specific to each type of contract, an integral part thereof.

12. EARLY TERMINATION OF THE AGREEMENT ON OCCURRENCE OF CERTAIN UNFORESEEN CIRCUMSTANCES

In addition to the provisions of art. 16.2 of the General Part, Enel reserves the right to terminate for convenience the Agreement/FA, without any compensation to the Contractor, by written notification to the Contractor within 30 days following the occurrence of circumstances which could not be foreseen at the conclusion of the Agreement/FA and which lead to amendment of the contracting terms to the extent that performance of the respective agreement would be contrary to its business interests. The termination for convenience of the Agreement/FA shall be effective from the date specified by Enel in the content of the notification.

In this case, the Contractor has the right to claim only the payment for the part of the Agreement/FA fulfilled until the termination for convenience of the Agreement/FA.

13. ORDINARY EARLY TERMINATION OF THE AGREEMENT

In addition to the provisions of art. 16.3 "Termination of the Agreement" of the General Part, Enel can terminate the Agreement/FA at any time and at any stage of the contract.

The termination shall be notified to the Contractor by a written notification with receipt acknowledgement and it shall produce effects upon receipt by the Contractor.

In case that Enel claims the termination of the Agreement/FA, the Contractor is entitled to claim damages, compensations of up to 10% (ten percent) of the contract value undelivered (i.e. of the minimum value undelivered of the FA).

Notwithstanding the provisions of art. 16.1 of the **General Part**, with the payment of the remuneration referred to in the preceding paragraph, the Contractor cannot raise other claims, regardless of their nature.

14. TERMINATION IN SPECIAL CASES OF INSOLVENCY

The Agreement/FA can be also terminated in advance, in case that the procedure of dissolution, reorganization or insolvency proceedings have been initiated on one of the parties, provided that it must be done in compliance with the procedures and provisions of the applicable law.



15. FORCE MAJEURE

In addition to the provisions of art. 17 „FORCE MAJEURE” of the General Part

Force majeure is established by a competent authority, at the request of any of the parties.

Force majeure exempts the contracting parties regarding the fulfilment of obligations taken in accordance with this Agreement/FA, during its occurrence.

The fulfilment of the Agreement/FA shall be suspended during the period of force majeure, but without any prejudice to the rights the parties were entitled to until its occurrence.

The contracting party invoking the force majeure event shall notify the other party immediately and completely, on the occurrence thereof and shall take all measures at its disposal to limit its consequences.

If the force majeure lasts or it is expected to last for more than 6 months, either party shall be entitled to notify the other party on the rightful termination of this Agreement/FA, without any right of either party to claim damages.

16. GOOD PERFORMANCE BOND

In addition to the provisions of art. 19 “Financial Guarantee” of the General Part, the amount of the Good Performance Bond of the Agreement is **10% (5% - IMM)** of the contract value, excluding VAT.

The Good Performance Bond shall be established as follows:

a) by an instrument of guarantee issued under the conditions of the law by a bank or an insurance company and it shall be considered as an annex of the agreement. The guarantee instrument shall be submitted in original at the headquarters of Enel and it shall include the following, as a compulsory condition:

- the Contracting Parties (Insurer/Bank - the issuer of the policy, Insured-Contractor, Beneficiary-Enel
- the obligation of the bank or of the insurance company to pay in favour of Enel, any amount up to the limit of the Good Performance Bond, unconditionally/conditioned, accompanied by a statement regarding the failure of the Contractor to fulfil its obligations, any eventual payments to be made within the term specified in the request, with no further formalities from Enel or the Contractor;
- the period of validity of the Good Performance Bond.

Good Performance Bonds shall be returned upon request, in writing, to the Contractor as follows:

(1) In case of supply contract, Enel has the obligation to issue/return the Good Performance Bond within no more than 14 days following the date of the products acceptance report covered by the agreement and/or following payment of the final invoice, if, until that date, any claims were not raised concerning it.

(2) In case of service contract, Enel has the obligation to issue/return the Good Performance Bond within no more than following the date of completion by the Contractor of its obligations taken by this agreement, if, until that date, any claims were not raised concerning it.

(3) In case of Design Contracts, Enel has the obligation to issue/return the Good Performance Bond as follows:

- a) the value of the Good Performance Bond related to pre-feasibility and/or feasibility surveys within 14 days following the date of delivery and receipt/approval of the respective technical and economic documentation, if, until that date, any claims were not raised concerning it;



b) the value of the Good Performance Bond related to the technical documentation and/or performance details, within 14 days following the conclusion of the report at the completion of works executed in accordance with the related project, if, until that date, any claims were not raised concerning it.

(4) In case of works contracts, Enel has the obligation to issue/return the Good Performance Bond as follows:

- a) 70% of the Good Performance Bond value, following the conclusion of the report at the completion of works executed and commissioning of such works, if the acceptance is performed without any reserves and the risk for latent defects is minimum;
- b) the remaining of 30% of the Good Performance Bond value, at the expiry date of the works performed, based on the final acceptance report.

In case the Contractor chooses to establish the Good Performance Bond by a letter of guarantee, it shall be able to choose the following methods to establish the guarantee to indicate the two distinct periods mentioned above in par. (4) a) and b).

It shall either request the issuing bank the issuance of two letters of guarantee with different validity periods, but which together can cover the value and validity indicated above or it shall request a single letter of guarantee for the entire period of validity, and at the first instalment reimbursement, it shall request the bank to amendment thereto for the period and the amount remaining. Enel shall not deliver the original letter until the expiry of 24 months guarantee period for the works performed, thus the additions of the letter shall be requested to the bank without submitting of the original thereof.

Enel has the right to raise claims on the Good Performance Bond, within the limit of the damage caused if the Contractor fails to fulfil its obligations taken in accordance to this contract. Prior to issuing a claim on the Good Performance Bond, Enel has the obligation to communicate this to the Contractor, specifying the obligations which have not been observed.

17. OBLIGATIONS OF THE CONTRACTOR RELATED TO HEALTH AND SAFETY AT WORK

In addition to the provisions of art. 18 of the General Part

17.1 Provisions related to health and safety of workers

During the performance of the activities covered by this Agreement, the Contractor shall comply during the whole period of the agreement, with the provisions of law regarding the safety and health at work and internal regulations of Enel on safety and health at work:

- a) Law no. 319/2006 on safety and health at work,
- b) GD no.955/2010 on the amending and supplementing the Methodological Norms on the implementation of Law on safety and health at work no.319/2006 approved by GD 1425/2006
- c) Government Decision no. 1425/2006 on the approval of the Methodological Norms for the implementation of Law 319/2006,
- d) Law no.971/2006 on minimum requirements on safety and/or health signs at work,
- e) Government Decision no.1146/2006 on the minimum safety and health requirements regarding the use of equipment at the work place,



- f) Government Decision no.1048/2006 on the minimum safety and health requirements regarding the use of personal protective equipment at the work place,
- g) Government Decision no.1091/2006 on the minimum safety and health requirements at work,
- h) Government Decision no.300/2006 on the minimum safety and health requirements for temporary or mobile construction sites,
- i) GD 600/2007 on the protection of young people at work, the conditions related to: authorization, training, facilities appropriate for the works to be performed, personnel, organizational and technical conditions for the execution of works and other provisions of the regulations specific for work at height,

The list of the normative deeds is not exhaustive, the Contractor having the obligation to fulfil its obligations in accordance with the applicable law in force.

The Contractor shall remain fully responsible for all damages due to the non-compliance with the above mentioned laws.

Moreover, the Contractor must:

- to appoint from its personnel a person responsible with the safety and health at work under the conditions of GD 1425 /2006
- to use properly trained personnel holding the qualifications and certificates appropriate for the activities to be delivered, provided by the regulations from Romania and procedures of Enel;
- to use the machines, equipment and devices in accordance with the law in force and technical standards, subjected to periodic checks, as provided by the rules;
- not to modify any temporary works or protection enclosures of Enel or of other companies;
- to use only the machines, equipment and devices on which Enel was informed in advance;
- not to use the machines, equipment and devices of Enel if they not previously authorized;
- to keep the workspace clean and tidy during activities falling into its responsibility;
- to participate into coordination meetings organized by Enel.

18. PENALTIES FOR THE NONCOMPLIANCE WITH THE SAFETY AND HEALTH AT WORK

In addition to the provisions of art. 18.2 of the General Part

18.1. The Contractor shall comply with safety regulations and health at work and fire protection which fall within its responsibility. In case of failure to observe any of its obligations in compliance with the laws and guidelines on health and safety at work and fire protection, Enel shall have the right to apply penalties in the amount provided in the Special Conditions.

18.2 Upon the occurrence of an accident at work during the execution of the agreement, the Contractor holds the responsibility to register the accident, except for the cases when the accident victim is an employee of Enel.

18.3 Under the conditions of art. 18.2 " Penalties for breaching the legislation on health and safety at work" of the **General Part**, for failure of the Contractor to observe the provisions on health and safety at work, Enel can apply, by a written notification to the Contractor by registered letter with acknowledgment of receipt, a pecuniary penalty equal to:

- €350,00 (three hundred and fifty) for each "SERIOUS" infringement



- €700,00 (seven hundred) for each “VERY SERIOUS”¹ infringement

18.4 If by the “SERIOUS” and “VERY SERIOUS” infringements, accidents or personal injuries occur, ENEL reserves the discretionary right to apply, depending on the seriousness of the infringement and/or injury and/or damage to a person - a fine of up 2% of the total contractual value and in any case not less than €700,00 (seven hundred).

19. INSURANCE

Art. 20 "Insurance." of the GENERAL PART will be completed by the conditions set out in the Particular Conditions specific to each type of contract, part of contract, or in the FA/Contract.

20. PROTECTION OF PERSONAL DATA

In addition to the provisions of art. 23 “Protection of personal data” of the **General Part**, both Enel and the Contractor shall be responsible for the compliance with the obligations imposed by Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the “Law 677/2001”).

The Contractor shall process the personal data received from Enel only to fulfil its contractual obligations and it shall act solely as per instructions received from Enel, in the conditions established in the Agreement/FA and by the law.

The Contractor shall not use personal data for any other purpose than those established by Enel in connection with the performance of obligations established as such in the Agreement/FA or following written instructions received from Enel and it shall be able to disclose personal data to third parties other than the activities awarded to the Contract, only with written consent of Enel and in compliance with applicable provisions of the law.

The Contractor shall have the following obligations regarding the processing of personal data during the agreement:

- a) to process personal data in good faith and in compliance with the legal provisions in force;
- b) to store personal data in such a format which allows the identification of persons concerned only the period necessary to achieve the purposes for which such data are collected and in which they shall be further processed.

The Contractor represents and guarantees that it shall apply the technical and organizational measures implemented and communicated properly by Enel to the Contractor, to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, and against all other forms unlawful processing.

21. ETHICAL CLAUSES

In addition to the provisions of art. 27 “ETHICAL CONDUCT RULES.” of the General Part

21.1. General information

21.1.1 In activities carried on and relationship management, Enel Group is guided by the principles contained in its Code of Ethics, Zero Tolerance Plan and the Organization Model, in line with the guidelines 231/2001, available at <http://www.enel.com>. In the course of its own business and in managing its relationships with third parties, the

¹ As they were classified in the “List of serious and very serious infringements” provided in art. 18.2 of the General Conditions



Contractor declares that it shall be governed by equivalent principles; otherwise, Enel reserves the right to terminate the agreement in compliance with the provisions of the Special Conditions.

21.2. The Statement regarding the Conflict of interests

21.2.1 Regarding the obligations taken in compliance with art. 27.2 “Conflict of interest” of the General Part, the Contractor undertakes to provide Enel the statement referred to in **Attachment 1 to ANNEX ROMANIA** of this document, duly signed at the conclusion date of this agreement.

21.3 Confidentiality declaration and regulations regarding the use of information systems of Enel²

21.3.1 The Contractor undertakes to comply with the obligations provided in **Attachment 2 of ANNEX ROMANIA** of this document. It also undertakes to provide Enel with the statements listed in Attachment, duly signed at the conclusion date of this agreement.

22. SETTLEMENT OF LITIGATION

Referring to Article 29. “The Competent court” of the General Part, Enel and the Contractor shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute which may arise between them within or in connection with this Agreement/FA.

If, after 15 days from the commencement of these negotiations, Enel and the Contractor are unable to settle amicably a contract dispute, any of the parties can request that the dispute be settled by the competent court in Bucharest/Timişoara/Constanţa (as the case may be) under the conditions of the law, in compliance with pre-court procedures, where appropriate.

23. INFORMATION AND DATA REGARDING THE PERFORMANCE OF THE AGREEMENT

ENEL, at the request of the Contractor, shall provide all data necessary for the performance of the Agreement/FA. In case that data supplied by ENEL, are not sufficient or are incomplete, the Contractor has the obligation to request the necessary data in a timely manner. In the absence of such request, ENEL shall not be in any way responsible for the failure to comply with the provisions of the Agreement/FA.

24. PARTIAL INVALIDATION

If one or several provisions of the Agreement/FA shall be considered by a court, government, regulatory or administrative entity or by any other competent jurisdiction, invalid or unenforceable, the invalidation or non-performance of that provision shall not affect the other provisions of the Agreement/FA and all provisions not affected by such invalidity or non- performance shall remain in full force and effect. The Parties agree to attempt to replace the invalid or unenforceable provision with a valid and enforceable provision to satisfy as much as possible the economic, legal and commercial aspects of the invalid or unenforceable provision.

² This provision applies to Agreements providing access to offices of Enel and/or access and processing of data and information of Enel Group, and the use by the Contractor, of the information systems of Enel.



25. LAW APPLICABLE TO THE AGREEMENT/FA

Taking into account the provisions of art. 28 “Law applicable” of the General Part, the Agreement/FA shall be construed in accordance with the laws of Romania.

STATEMENT¹
regarding conflict of interests

The undersigned true and lawful attorney of _____ ,

(denomination/name and location/ address) acting as of the contract for declare that I do not have as members in the Board of Directors/management or supervisory body and/or shareholders or associates which are my husband/wife or close relatives to the fourth degree or in business relationships trade with people who hold decision-making positions within the contracting authority.

I, the undersigned, declare that the information provided are complete and true in every detail and I understand that Enel has the right to ask, for verification and confirmation of statements, any supporting documents I have.

I understand that if this statement is not consistent with reality I am liable for violation of criminal law regarding false statements.

This declaration is valid for the entire period of contract performance.

Date of filling in

(capacity of the signatory party),

(authorized signature)

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management

ATTACHMENT NO. 2

REGARDING the SAFETY OF USING THE INFORMATION SYSTEMS OF ENEL

CONFIDENTIALITY STATEMENT¹

AGREEMENT no. **as of**

OBJECT:

The undersigned: _____

(name and surname of the informant)

Individual (check only if the respective Agreement is not concluded with a Company)

(to be filled in only if the respective Agreement is concluded with a Company)

Owner } of _____

(Name/Headquarters of the Company)

True and lawful attorney

DECLARES:

➤ the list of all authorized persons, who in connection with the Agreement, have the right to enter the premises of Enel and/or to access data and information on Enel Group is composed of:

1) Mr/Mrs.....
(Name, Surname)

2) Mr/Mrs.....
(Name, Surname)

➤ that each of the above persons signed the specific individual confidentiality clause, attached to this statement;

➤ that the person responsible to keep the list above updated is:

Mr/Mrs _____ email _____ Phone _____ Fax _____

Attached no. ___ clauses of individual confidentiality

Date _____

Informant

.....

Signature and stamp

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management

INDIVIDUAL CONFIDENTIALITY STATEMENT¹

AGREEMENT no. **AS OF**

.....

OBJECT:

.....
.....

The undersigned

Born in (.....), on
.....

<input type="checkbox"/> employee	}	(To be filled in only if the respective Agreement is concluded with a of Company
<input type="checkbox"/> consultant		

Regarding the related Agreement, he/she undertakes:

- not disseminate or disclose to third parties the information collected, opinions, studies, and other elements that could be provided by Enel to perform the related Agreement and use this information only for the purposes of this Agreement, except where the undersigned must comply with legal obligations or requirements of public authorities to which he/she cannot legally refuse to fulfil;
- regularly inspect and comply with the security requirements regarding the data provided in the Annex, in case he/she possibly uses the systems made available by Enel and store with maximum care all the documents on paper and/or electronically, obtained or produced during the performance of activities.

The information disclosed by Enel or resulting from public official documents are excluded from the scope of confidentiality obligations.

The confidentiality obligations are fixed for a period of 5 years from the expiry of this commitment, even in the event of cessation and termination, direct or indirect of the contractual relationship with Enel.

For acceptance

Signature

Date:

¹ To be issued by the persons mentioned in the Confidentiality Statement list, issued by the Company

Safety instructions for the use of information systems of Enel

Access to information systems owned by Enel Group and their use should be implemented in accordance with safety regulations below:

- the access key to information systems of Enel must be exclusively and personally used. The password must be kept strictly secret and changed at least every 60 days;
- access to the information system must be limited to instrumental components for the performance of activities related to the office, even if the security measures implemented do not prevent access to other components. The network services and connection equipment other than those necessary for the fulfilment of tasks cannot be used;
- operations performed by the computer systems of Enel cannot be performed breaching the state laws and international standards;
- the workstation used for fulfilment of tasks (fixed and/or mobile) cannot be used to connect to the Internet, other than those which can be made available by Enel;
- personal laptops can be connected to data network of Enel only if you have updated antivirus software. In particular, it is necessary to take all appropriate measures to prevent spreading of viruses, worms, hoaxes, Trojans and other such illegal software that can cause interruptions of the information service;
- text and/or images created/sent by information systems of Enel must not have an offensive and/or indecent content;
- mailboxes in use must not be employed to implement spam actions or to track data transmittal chains (the so-called chained letters).

In compliance with the requirements above, Enel reserves the right to prohibit the improper use of its IT infrastructure, without prejudice the compliance with the provisions of legislation in force. Nevertheless, Enel also reserves the right to notify the competent judicial authorities on any possible infringement of regulations which might be considered an offense.