

**This “Annex VII Italy” applies to Contracts for Works, Supply and Service Procurement regulated by the Italian Law and concluded between a Company of the ENEL Group and a Contractor**

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## **SECTION I – GENERAL PROVISIONS**

### **1. SCOPE OF APPLICATION**

1.1. This "Annex VII Italy" applies to Contracts for Works, Supply and Service Procurement (hereinafter also referred to as "Contract") regulated by the Italian Law and concluded between a Company of the ENEL Group and a Contractor (hereinafter "Parties").

1.2. This document is an integral and essential part of the General Contract Terms and Conditions of the ENEL Group (hereinafter referred to as General Terms and Conditions) of which it constitutes an attachment. The Order Letter shall indicate the website page where the General Terms and Conditions and this Annex VII Italy are available for consultation and, for those who are unable to access the aforementioned Web page, a copy in electronic/paper format shall be delivered upon request.

1.3. Without prejudice to the provisions of art. 5.1. "Interpretation and hierarchy" of the General Terms and Conditions, any exception or amendment to this Annex VII Italy proposed by the Contractor shall be deemed valid only if submitted in written form and accepted by ENEL in the same manner, and shall apply solely to the Contract for which it was proposed, thereby excluding the opportunity that said exception might be extended to other existing contracts or contracts which may be subsequently stipulated with the same Contractor.

1.4. It is hereby specified that in the event of discordances or incompatibility between the documents which are part of the Procurement Contract, reference shall be made to art. 5 "Interpretation and hierarchy" of the General Terms and Conditions wherein it is established that their priority is determined by the progressive order according to which the contractual documents are listed therein.

1.5. The original version of this Annex VII Italy is the Italian version. It is hereby specified that in the event of discrepancies between the original Italian version and the translations in other languages, the original version in Italian shall prevail.

### **2. CONTRACTOR OBLIGATIONS**

2.1. The Contractor is obligated for the entire length of the Procurement Contract duration, to execute the performance which is the subject matter of the Contract according to the conditions, procedures, terms and provisions contained in the documents comprising the Contract and, furthermore, agrees to guarantee to ENEL that all activities shall be executed with the highest standards of professional diligence and the best available methods, in accordance with the best working standards, and the employment of personnel which is qualified and suitable to the performance of the assignment.

2.2. Furthermore, the Contractor, for example, but not considering it as limiting factor, is bound to comply with:  
performing the assignments inherent to the the subject matter of the Procurement Contract in full compliance of the same, bearing all related obligations and expenses;  
performing the assignment inherent to the subject matter of the Contract, without interfering or otherwise hindering or disrupting work activity executed by ENEL and/or by third parties;  
immediately notifying ENEL of any circumstance which interferes in any way whatsoever or may interfere on the performance of the works inherent to the subject matter of the Contract

implementing, in the performance of commissioned work activity, every necessary precaution and initiative to the purpose of preventing damage to persons and property, bearing all costs and expenses for any and all necessary reparation of damages caused to ENEL and/or a third parties, including those caused by his own workforce or by personnel involved in any capacity in the execution of the Contract (for example, subcontractors);

directly ensure the acquisition of all necessary permits and authorizations for the completion of activities inherent to the subject matter of the Contract, with the exception of those for which ENEL is held solely responsible by Law, for which, in any case, the Contractor must provide, if so requested, all necessary assistance and/or documentation;

promptly give notice to ENEL of any changes pertaining to previously submitted information related to the shareholding structure and corporate bodies of the Contracting company;

The above-mentioned list of obligations and expenses borne by the Contractor is provided as an illustrative, yet incomplete example: consequently, it may not be considered as limitation of the Contractor's responsibility in the event of unsatisfactory performance of work activity inherent to the subject matter of the Contract.

2.3. It is therefore understood that the Contractor shall bear any and all further obligations and expenses, including those not expressly specified in the Procurement Contract, yet necessary to the purpose of performing work activity or, in any case, suitable for the full and satisfactory completion of contractual commitments, including those pertaining to subcontracts and or work performed by third parties.

### **3. CONTRACTUAL TERMS FOR COMPLETION**

3.1. Except as otherwise stipulated in the Procurement Contract, the chronological schedule shall indicate the terms of performance completion which are commonly specified, as an illustrative yet incomplete example, in the following:

Start of the chronological schedule (SCS): starting date of the chronological schedule related to the progress status of the activities specified in the Contract;

Delivery terms (DT): deadline within which all activities and any equipments tests assigned to the Contractor must be completed under his sole responsibility or - in the case of supply contracts - deadline within which all duly tested/inspected supplies must be delivered to destination.

3.2 The chronological schedule, in any case, obligates the Contractor to comply with any and all deadlines indicated therein. It is understood that, by committing to the terms specified in the chronological schedule, the Contractor has duly taken into account all the risks connected with the performance of work activity inherent to the subject matter of the Contract.

3.3. Where, due to contractual amendments to the Procurement Contract, changes are made to the scope of work activity inherent to the subject matter of the Contract itself, any and all related contractual terms of the chronological schedule shall be adequately modified as necessary with the agreement of the Parties.

### **4. POSTPONEMENT OF CONTRACTUAL TIME LIMIT FOR COMPLETION**

4.1. Except as otherwise stipulated in art. 9.4. "Postponement of Contractual time limit for completion" of the General Terms and Conditions, ENEL reserves the right to request, by means of a written notice forwarded to the Contractor with adequate advance, a postponement of the contractual terms for completion/delivery. In said case, if the contract is for supply, and except as otherwise stipulated in the Procurement Contract, the Contractor is authorized to issue an invoice for said supply following its registration as consignment materials. Specific notice of this registration must be sent to ENEL in writing.

4.2. Except as otherwise stipulated in art. 17 "Force Majeure" of the General Terms and Conditions, the interruption of work activity inherent to the Contract or any delay in its execution allows the Contractor to request the postponement of Contractual time limit for completion which, in any case, may not exceed the length of duration of the interruption or the delay, provided that said interruption or delay is due to one or more of the causes listed below:

Force Majeur<sup>1</sup>, including those due to extreme weather conditions which determine the impossibility to access those sites where work is being performed; any and all delays attributable to subcontractors or to third parties employed by the Contractor are excluded in any case;

causes non attributable to the Contractor, determining the impossibility to access sites where activities, works and operations are being performed, following provisions issued by public Authorities and notified to the Contractor; said causes may be acknowledged only if promptly notified to ENEL by the Contractor with a specific underwritten notice.

Delays in the assembly and commissioning of parts not inherent to the subject matter of the Procurement Contract which must be performed by ENEL or third parties, leading to a delay in the chronological schedule;

failure on ENEL's part to deliver, within agreed-upon deadlines, material owned by or available to ENEL which must be installed by the Contractor;

increase in the scope of work activity requested by ENEL.

4.3. The Contractor, in the instances described in the above-mentioned point 4.2. of this document, is required to submit a written notice to ENEL in a timely manner and, in any case, within fifteen (15) days from the occurrence of said causes and prior to expiry of the deadline specified in the chronological schedule – on penalty of forfeiture – requesting an extension, duly justified and documented.

Upon receiving the request, ENEL, at its sole discretion and also taking into account any conduct by the Contractor which may have contributed to the occurrence of the event, shall notify the extension in writing, specifying the length of its duration.

The postponement of terms, except as otherwise stipulated in the Procurement Contract, shall not entitle to additional compensation.

4.4. Except in the event that a prior written approval is issued by ENEL, no anticipation of contractual terms shall be accepted, including but not limited to, early delivery of services inherent to the subject matter of the Contract, partial availability of goods/materials, etc...

ENEL reserves the right to request, with adequate advance notice to the Contractor, the anticipation of the completion dates of work activity, or parts of the same inherent to the subject matter of the Contract. In the aforementioned case, taking into account the duration of the postponement of Contractual time limit for completion, the Parties may agree upon an additional compensation.

4.5. With regards to the provisions stipulated in art. 16.1. "Suspension" of the General Terms and Conditions, in any and all instances in which ENEL shall deem necessary or be obligated to temporarily suspend, entirely or in part, the activities inherent to the subject matter of the Contract, the Contractor shall be entitled to compensation as stipulated in the Procurement Contract, as well as to the postponement – commensurate with the length of the suspension – of the Contractual time limits originally stipulated for the performance of activities and/or the single assignments concerned.

4.6. The daily additional sum (calculated as a lump sum payment) shall be determined in the documents which are part of the Procurement Contract and shall be contingent on the permanence of

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<sup>1</sup> The term Force majeure is understood to refer to unpredictable and inevitable external events, representing a superior power which may not be attributable to the Contractor that renders any performance of work on his part objectively impossible: ex. earthquakes, national strike, acts of God, etc.. The notion of force majeure excludes any and all circumstances which might prevent the Contractor from performing the work activity for causes entirely or partially attributable to negligence on his part or due to willful misconduct on the Contractor's part.

all machinery, equipment and working vehicles - specified by the Contractor when the bid was made - on the site where the activities inherent to the subject matter of the Contract must be performed. In the event that, upon suspension of work activity, the installation of machinery, equipment and working vehicles has not been completed or is reduced, the aforementioned amount shall be proportionally decreased.

4.7. The Contractor has the right to rescind the Contract in the event that the discretionary suspension of activities determined by ENEL, exceeds the entire length of Contract duration by a total of one hundred and eighty (180) days.

## **5. CONTRACT PRICES**

### **5.1. Overview**

5.1.1. Except as otherwise stipulated in art. 7.1. "Price" of the General Terms and Conditions, unless otherwise stipulated in the Procurement Contract, all Contract prices shall be fixed and invariable for the entire length of Contract duration, notwithstanding art. 1664 of the Italian Civil Code.

5.1.2. Upon signing the Procurement Contract the Contractor acknowledges: to have been fully informed about the manner of work activity inherent to the subject matter of the Contract, the nature of the locations, local conditions and every other necessary element, and to have duly taken into account any and all circumstances and hazards which may affect the performance of work activity and the determination of related prices; that in regard to the above, no reservations may be expressed in relation to the non-remuneration of individual prices, regardless of the causes which may have determined it.

5.1.3. Prices related to activities, works and operations necessary for the satisfactory execution of the Contract, are contained in the Rate Sheet or Price List. In the event that the Contractor, in the performance of commissioned work activity, on his own initiative and without prior written consent by ENEL, exceeds the specifications of quality/quantity of services/works/tasks/operations, or uses materials and equipment exceeding in quality and size those contractually specified, shall not be entitled to greater remuneration, by solely to payment due for commissioned work activity.

### **5.2. Price revision**

5.2.1. Contractual prices may be subject to revision only if thus specified in the Procurement Contract and if Contract duration exceeds the length of one year from the starting reference date indicated in the chronological schedule or any other reference date specified in the Procurement Contract, including any suspensions ENEL may decide upon and excluding any cause of delay attributable to the Contractor.

5.2.2. Price revision is requested by the interested party and calculated according to the procedures specified in the Procurement Contract; if calculations are done by the Contractor, ENEL reserves the right to have them verified.

5.2.3. Price revision may apply to all sums paid to the Contractor recorded in accounting documents in connection with services performed after the expiry of a 1-year term from the start date specified in the chronological schedule's start date or from other reference date of the start of the activities related to the Procurement Contract hereto.

5.2.4. The agreement on the subject of price revision constitutes for both Parties full recognition of all respective rights and obligations, including those related to cost variations - increases/reductions.

5.2.5. The amounts pertaining to the price revision shall not contribute to the formation or to the attainment of the Contract's total sum.

## **6. FINANCIAL EVALUATION OF CONTRACT AMENDMENTS**

6.1. ENEL, in course of Contract execution, has the right to request and apply modifications to the stipulated work performance. These additional assignments shall be performed in accordance with stipulated terms and procedures, in compliance with accepted standards and in pursuance of applicable laws, herein included those pertaining to occupational health and safety.

6.2. Said performances shall be remunerated taking account of the prices specified in the Procurement Contract. In absence of specific Contract prices pertaining to the aforementioned performances, these shall be determined through analogy by referring to Contract prices established for similar performances or, in case this is not feasible, by analytic assessment of basic costs of external labor costs, rental fees, materials, etc...

6.3. The agreement concerning new prices must ensue from appropriate written reports signed by the Parties. In the event of failure to reach an agreement the Contractor is, in any case, required to initiate the performance of the work activity that is the subject matter of the new prices. In this case, the new prices determined by ENEL shall be reported in the accounting records, without prejudice to the right of the Contractor to express specific reservations on the matter – in accordance with the terms and procedures described in the subsequent art. 35. "Reservations" specifics reservations.

6.4. The Contractor must produce all necessary technical and financial documents so as to allow ENEL to identify the size/amount of the new/different work activity and its related cost. Said documents must be – down to the last detail - similar to those drafted by the Contractor in the course of the procurement procedure for the awarding of the Contract work activity.

## **7. INVOICING AND PAYMENT**

### **7.1. Overview**

7.1.1 Except as otherwise stipulated in art. 7.4. "Terms of payments" and art. 7.3. "Invoicing" of the General Terms and Conditions, except letter "B", point 7.3.2. of the same article, all payments must be invoiced by the Contractor, following the modality and terms established in the Procurement Contract.

In particular, derogating from the stipulations of point 7.3.2 letter "B" of art. 7.3 "Invoicing", the invoices must be sent only through Enel electronic systems (Procurement Portal).

Although the Contract specifies that payment may be issued in various currencies, all single invoices shall be expressed in one currency only.

7.1.2. The invoice shall be deemed valid and ENEL shall accept it only if it contains all the information required by the Procurement Contract and by applicable regulations and if the activities inherent to the subject matter of the Contract have been correctly performed/completed.

7.1.3. Except in cases where a Temporary Grouping of Companies or the Ordinary Consortium possesses an independent VAT number, each company in the group or consortium is required to issue separate invoices for all payable sums for work performed, to the purpose of complying with financial traceability obligations described below in art. 8 "Traceability of financial flows". Invoices issued by the Invoices issued by single principal companies must be submitted to ENEL duly enclosing the related approval of the representative company.

7.1.4. It is understood, in any cases, that in the event of subcontracting or piecework, where ENEL has not expressly declared that it will proceed to pay directly to the subcontractor or to the pieceworker any payable sums for activities performed, ENEL shall suspend payment in favor of the Contractor, if the same has failed to submit, within the time limits set forth in the Law, a copy of receipted invoices of payments issued by the Contractor to the subcontractor or pieceworker listing any guarantee withholdings applied, as well as the documentation required in art. 22 of this document "Subcontractor obligations on the matter of fulfillment of tax liabilities".

7.1.5. ENEL reserves, in any case, the right not to issue sums payable to the Contractor if the same fails to produce proof of his full compliance with all contractual obligations and/or legal requirements, particularly as pertains to stakeholder Bodies, employed workforce and third parties in general, and otherwise fails to comply with the provisions stipulated under the subsequent art. 8 "Traceability of financial flows" and art. 21 "Contractor Obligations on the matter of fulfillment of tax liabilities".

## **7.2. Payments**

A) The clauses described in points 7.2.1 e 7.2.2, apply to Contracts having as subject matter activities awarded in pursuance of Legislative decree April 12, 2006, n. 163 ( so-called Code of Public Procurement)

### **7.2.1 Procurement of service and/or works (pursuant to Legislative Decree 163/2006)**

7.2.1.1 Prior to issuing any invoices the Contractor must request the invoice approval to the ENEL Unit managing the Contract. Said approval shall be granted upon completion, on ENEL's part, of required verifications set forth in the Law or in the Contract to the purpose of ascertaining that the performance conforms to Contract specifications;

7.2.1.2 The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which payment is due, at a 60-day term, end of month from date of invoice reception, on the condition that the invoices are conveyed to ENEL with the identification data of the invoicing authorization (invoice approval). In the event that the identification data of the invoicing authorization is not recorded on the invoices, the same shall not be accepted nor shall they be accounted for in the reckoning of the receipt date.

7.2.1.3 If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a working day; otherwise the payment date shall remain unchanged.

7.2.1.4 In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Contractor, computed at the rates defined below:  
For the first semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on January 1, of the current year;  
For the second semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on July 1, of the current year;  
The interest rates described in the above-mentioned point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester.  
Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

7.2.1.5 If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for



damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

### **7.2.2 Procurement of supply<sup>2</sup> (pursuant to Legislative Decree 163/2006)**

7.2.2.1 The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which the 60-day term is due, end of month from date of acceptance or upon completion of verifications by ENEL (approval date) which may be required by Law or by the Contract for the purposes of ascertaining the conformity of merchandise with Contract stipulations, on the condition that the invoices are delivered to ENEL within the third business day of the month in which payment is due; in the event that the invoices are conveyed at a later date, payment shall be issued on the third last banking day of the following month, provided that the invoices are delivered within the third business day of said month or, more generally, payment shall be issued on the third last banking day of the month provided that the invoices are delivered within the third business day of said month.

7.2.2.2 If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a business day; otherwise the payment date shall remain unchanged.

7.2.2.3 In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Contractor, computed at the rates defined below: For the first semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on January 1, of the current year; For the second semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on July 1, of the current year; The interest rates described in the above-mentioned point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester. Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

7.2.2.4 If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

B) The clauses described in points 7.2.3. e 7.2.4., apply to Contracts having as subject matter activities awarded NOT in pursuance of Legislative decree April 12, 2006, n. 163 ( so-called Code of Public Procurement)

### **7.2.3 Procurement of service and/or works (non pursuant to Legislative Decree 163/2006)**

7.2.3.1 Prior to issuing any invoices the Contractor must request the approval of the invoice to the ENEL Unit managing the Contract. Said approval shall be granted upon completion, on ENEL's part, of any required verifications set forth in the Law or in the Contract to the purpose of ascertaining the conformity of performance to Contract stipulations;

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<sup>2</sup> *In supply and/or supply and installation Contracts where invoicing plans are scheduled and where the delivery of goods inherent to the subject matter of the Contract is due only upon reception of authorization issued by ENEL, the clause related to service contracts shall apply.*

7.2.3.2 The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which the 60-day term is due, end of month from date of invoice reception, if the invoices are submitted via Web EDI; a 90-day term shall apply if the invoices submitted in PDF/TIF copy, on the condition that the invoices are conveyed to ENEL with the identification data of the invoicing authorization (invoice approval). In the event that the identification data of the invoicing authorization is not recorded on the invoices, the same shall not be accepted nor shall they be accounted for in the reckoning of the receipt date.

7.2.3.3 If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a working day; otherwise the payment date shall remain unchanged.

7.2.3.4 In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Contractor, computed at the rates defined below: For the first semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on January 1, of the current year; For the second semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on July 1, of the current year; The interest rates described in previous point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester. Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

7.2.3.5 If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

#### **7.2.4 Procurement of supply<sup>3</sup> (non pursuant to Legislative Decree 163/2006)**

7.2.4.1 The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which the 60-day term is due, end of month from date of acceptance or upon completion of verifications by ENEL (approval date) which may be required by Law or by the Contract for the purposes of ascertaining the conformity of merchandise with Contract stipulations, on the condition that the invoices are delivered to ENEL within the third business day of the month in which payment is due, if invoices are submitted via Web EDI; a 90-day term shall apply if the invoices are submitted in PDF/TIF copy, on the condition that invoices are delivered to ENEL within the third business day of the month in which payment is due; in the event that the invoices are conveyed at a later date payment shall be issued on the third last banking day of the following month, provided that the invoices are delivered within the third business day of said month or, more generally, payment shall be issued on the third last banking day of the month provided that the invoices are delivered within the third business day of said month.

7.2.4.2 If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a working day, otherwise the payment date shall remain unchanged.

7.2.4.3 In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Contractor, computed at the rates defined below:

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<sup>3</sup> In supply and/or supply and installation Contracts where invoicing plans are scheduled and where the delivery of goods inherent to the subject matter of the Contract is due only upon reception of authorization by ENEL, the clause related to service contracts shall apply.

For the first semester of the year concerned the delay, statutory interest shall be due in accordance with the interest rates in force on January 1, of the year;

For the second semester of the year concerned the delay, statutory interest shall be due in accordance with the interest rates in force on July 1, of the year;

The interest rates described in previous point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester.

Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

7.2.4.4 If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

## **8. FINANCIAL FLOWS TRACEABILITY<sup>4</sup>**

8.1. The Contractor shall comply with all the provisions set forth in art.3 of Law , n.136 (Financial flows traceability) dated August 13 2010, as amended by Legislative decree N. 187 dated November 12, 2010, transformed by Law N.217 dated December 17, 2010.

8.2. Specifically, to ensure financial flow traceability aimed at preventing criminal infiltration, all Contractors, subcontractors and sub-subcontractors of the production chain, as well as public and European fund brokers, involved in any capacity in public works, services and supply must use bank or post office accounts held at banking institutions or at Poste Italiane Spa, which must be dedicated, even if not exclusively, to the Contract - notwithstanding the provisions stipulated under comma 5 of the aforementioned art.3.

8.3. Furthermore, all financial operations related to public works, services and supply, and therefore related to the Contract and the management of the aforementioned funding, must be registered on dedicated checking accounts and, except for the provisions stipulated under comma 3 of the aforementioned art.3, must be executed exclusively via bank or mail transfer, or by means of any other instruments of collection or payment suitable to ensure full traceability of the operations.

8.4. The Contractor is required to submit to the relevant Administrative Units of ENEL with territorial competence, the identification data of the dedicated current account cited above within seven days from the opening of the same or, in the event of existing current accounts, from the time of execution of the first financial transaction related to the Contract and, on the same terms, the personal identification data and tax identification number of all persons authorized to operate on the same.

Similarly, and with the same procedure, the subcontractor or sub-subcontractor via the Contractor, are required to submit the aforementioned data to the Contract manager.

8.5. The Contractor, subcontractor sub-subcontractor who obtains information about its counterparty's infringement of financial traceability obligations shall give notice of the same to ENEL and the Local Representative of Central Government.

8.6. The Contractor is obligated, moreover, to include in any and all contracts with his subcontractors or sub-subcontractors a similar clause, by which they agree to comply with the

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<sup>4</sup> This clause applies exclusively to Contracts awarded in accordance with the provisions of Legislative Decree 163/2006 (Code of public procurement contracts).

requirements of financial flows traceability described in the aforementioned art.3, Law August 13, 2010, n.136.

8.7. In the event of violation, on the Contractor's part, of even one of the obligations set forth in art.3 of Law 13, August 2010, n.136 or in the present article, the Contract shall be deemed immediately terminated by Law, pursuant to and by effect of art.1456 of the Italian Civil Code.

8.8. In the event that, in addition to the CIG (Contract Reference Number), mandatory issuing of a CUP (Project Reference Code) is required, ENEL shall provide said code to the Contractor, who shall report it on all related transactions.

## **9. "ANTI-MAFIA" LEGISLATION, PROTOCOLS ON LEGALITY, SUBCONTRACTING, SUBCONTRACTS.**

### **9.1. Overview**

9.1.1. The contract must be executed in pursuance of all the provisions set forth in the laws related to the prevention of mafia-type criminal activity.

### **9.2. Protocols on legality<sup>5</sup>**

9.2.1 ENEL has stipulated with the Italian Ministry of Interior/Local Prefectures a "Protocollo Quadro Nazionale" and subsequent Local Partnership Protocols against the infiltration of organized crime and for the protection of legality, which are available for consultation at:  
[http://www.acquisti.enel.it/it-IT/fornitori/02\\_diventa\\_fornitore/10\\_Protoc\\_Legal/](http://www.acquisti.enel.it/it-IT/fornitori/02_diventa_fornitore/10_Protoc_Legal/)

9.2.2 The Contractor hereby declares to have viewed and accepted the contents of the aforementioned Protocols and agrees to comply with and implement the measures contained therein.

9.2.3 The Contractor agrees, furthermore, that similar clauses shall apply to subcontractors in the issuance of subcontracts, thereby stipulating that the violations of the provisions set forth in the Protocols may result in the termination of the subcontracting Contract.

9.2.4 In particular, the Contractor and the subcontractors, if any, agree to: immediately notify Police Authorities and ensure all necessary assistance to investigating bodies, concerning any and all attempts of extortion, offers of protection, intimidation or conditioning of criminal nature, in whichever manner it may transpire, towards the Company, its trustees on work sites, stakeholders or their relatives, such as, as an illustrative yet incomplete example: requests for bribes, pressure to steer hiring of personnel or awarding of subcontracts to specific companies, malicious mischief, theft of personal or work site property;

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<sup>5</sup> The clauses provided for by the present article, apply to all Contracts for works, supply and service procurement whose exclusive or predominant financial object is one or more of the activities described in art.1 of Attachment "A" of the Local partnering Protocol, listed below:

- transportation of materials to landfills on behalf of third parties;
- waste transportation and disposal on behalf of a third party;
- extraction, supply and transportation of soil and aggregate materials;
- production, supply and transportation of concrete and bitumen;
- dry rental of machinery;
- supply of construction iron;
- operated equipment rental;
- road transport on behalf of a third party;
- work site surveillance.

inform the Prefecture of the formalization of the crime report described in point 1);  
 comply with all applicable legislative, regulatory and contractual provisions on the subject occupational safety (Legislative decree n. 81/2008 and subsequent amendments and additions), and fulfill any and all obligations pertaining to insurance, social security and taxes, as well as contractual obligations, in connection with employed personnel;  
 abstain from deploying, in the execution of the Contract, any personnel who has previously been convicted by a final and binding judgment no longer subject to appeal, or convicted of charges specified in ex art. 444 Code of Criminal Procedure, namely crimes of criminal and mafia conspiracy (e.g. art. 416 and 416bis etc...), bribery, fraud, money laundering, usury, handling of stolen goods, use of money, goods or property of unlawful origin.  
 declare that no intermediation or third party interference of any kind has intervened in the stipulation of the Contract, that no sums and/or fees of any kind have been payed or are being paid, whether directly or through other subjects, as compensation for intermediation or similar activities aimed at facilitating the conclusion of the Contract;  
 abstain from paying to any persons, under any capacity, sums aimed at illicitly facilitating and/or abating the costs of execution and/or management of the Contract in connection with the obligations contained therein, or from carrying out any actions directed to this end.  
 accept the possibility of Contract termination in the cases of violation of the agreed-upon commitments specified in the above-mentioned points; as well as in the event of untruthful, incomplete or failed notification of information or variations of any kind which may have occurred in the contracting and/or subcontracting company;  
 accept termination of the Procurement Contract by ENEL, pursuant to art. 1456 c.c., and/or termination of the subcontract by the Contractor, in the event that, inspections performed by the Prefecture should expose interdictive information specifically described in applicable legislation, namely elements pertaining to attempts of mafia-type criminal infiltration in the contracting or subcontracting company;  
 pay a penalty in settlement for damage – to its entitlement to compensation for greater damages – in the event of exposure of anti-mafia interdictive information leading to Contract termination by ENEL (or termination of the subcontract by the contracting company).

9.2.5 Without prejudice to the aforementioned provisions, in the event that inspections carried out by competent Prefectures should expose elements indicating attempts of mafia-type criminal infiltration with regards to the contracting or subcontracting company, ENEL - and the Contractor, in case of subcontracting - may proceed to the termination ruling out the possibility that the Contractor and/or subcontractor may stake any claims of compensation for damage to ENEL; in the event of termination the Contractor/subcontractor shall be furthermore required to pay the penalty described in the above-mentioned point 9).

### **9.3. Subcontracting and Subcontracts**

9.3.1. Subcontracting is permitted within the limits set forth by applicable laws and regulations, and the provisions stipulated in the Procurement Contract. In particular, art. 118 of Legislative decree 163/06 shall apply and therefore, in compliance with the aforementioned provision, pertaining to the work activities or parts of these that the Contractor intends to subcontract as per prior specifications contained in the Order Letter, the Contractor may proceed to assign subcontracting activity, only after ENEL has verified the existence of conditions required by Law and safety parameter, thereby issuing a pre-emptive authorization.

9.3.2. To this end, the Contractor must submit a request expressing his intent to rely on a subcontract, in a timely manner and taking into account the necessary time for the issuance of the aforementioned authorization, conveying to ENEL a specific written notice containing:

a detailed description of the activities for which the subcontracting authorization is being requested and their related price;

the indication of the subcontracting subject.  
the presumed start and completion date of subcontracting activity.

9.3.3. The Contractor is forbidden to assign to subcontractors or pieceworkers the performance of any part of work activity inherent to the Contract without a specific written authorization issued by the ENEL Unit managing the Contract.

9.3.4. Furthermore, the Contractor must enclose the following documentation:

#### **Contractor**

- > a legally attested copy of the subcontracting contract signed by both parties;
- > statement pertaining to the existence or non-existence of any manner of control over or connection with the subcontracting company, as per art. 2359 of the Italian Civil Code, as well as an analogous statement issued by each participating company in the case of temporary grouping of companies (R.T.I.) or consortiums

#### **Subcontractor**

- > self-drafted statement, certifying the non-existence of causes for exclusion as per art. 38 of Legislative Decree 163/06;
- > declaration/s issued by the subcontracting company or companies if its Company Form falls within the scope of those specified by the DCPM. May 11, 1991, n. 187.
- > certificate of registration to the Chamber of Commerce, Industry, Crafts and Agriculture (CCIAA) of the subcontracting company for work activities consistent with those inherent to the subject matter of the Contract; for foreign subcontractors provisions set forth in art. 39 commas 2 and 3 of Legislative decree 163/06 shall apply;
- > self-drafted statement certifying proper compliance with Law and contractual requirements in matters pertaining to employment relationships with company personnel;  
INAIL register number and and competent local office  
INPS register number and and competent local office  
Company registration number, registered office and, if applicable, Special Construction Workers Fund data  
application of National Collective Labor Contract
- > self-drafted statement certifying proper compliance in matters pertaining to workplace safety and hygiene in relation to employed personnel;
- > statement issued by the subcontractor pursuant to art. 47 of Presidential Decree 445/2000 certifying deployment of workforce with specific professional qualifications for the safe performance of subcontracted activity, implementation of safety training activities related to any risks the subcontracted company may encounter in the performance of subcontracted activities, and commitment to implement said training activities for all personnel prior to commencing subcontracted activities, with particular reference to specific existing hazards of the environment in which it is deployed and any risks deriving from interferences.

9.3.5. A legally attested copy of the subcontracting contract must be registered at the ENEL Unit managing the Contract, at least 20 days prior to the date of the actual commencement of the performance relative.

9.3.6. The Contractor shall apply, for all subcontracted activities, the same contract prices with a reduction not exceeding 20% (twenty percent), with the exception of expenses related to safety, which must be paid out in full, with no reductions.

9.3.7. Except as otherwise stipulated in the above-mentioned art. 7 "Invoicing and payment", point 7.1.4., the Contractor authorized to subcontract work activity must pay to the subcontractors all sums due for activity performed by the same, and submit to the ENEL Unit managing the Contract, within 20 days of the date of each payment issued to subcontractors, a copy of the receipted invoices

related to payments issued to subcontractors, enclosing therewith the documentation specified in art. 21 "Contractor Obligations on the matter of fulfillment of tax liabilities".

9.3.8. In the event that the Contractor fails to comply with the submittal of the aforementioned invoices and documentation within specified terms, ENEL shall suspend all interim payments, until the breach is rectified, without giving the possibility to the Contractor to claim from ENEL indemnity, compensation for damages, payable sums for accrual of interests or for any other reason.

9.3.9. The Contractor is jointly liable with the subcontractor for compliance with all the obligations of his assignee related to safety requirements set forth in applicable regulations.

9.3.10 In the event that ENEL, in course of execution of subcontracted activities, should verify that a subcontractor has failed or ceased to comply with one or more of the requirements set forth in applicable laws and/or the Procurement Contract, it may proceed, on a case-to-case basis, to revoke its authorization or to suspend work activity until the cause for suspension is duly rectified. In this case, ENEL shall warn the Contractor to cease any and all identified withing a 30-day term from the reception of the warning, on penalty of revocation of the subcontracting authorization.

9.3.11. Following the revocation of the authorization, the Contractor shall be required to immediately terminate said subcontracting Contract and directly undertake all work activity related to the same, at no additional charge to ENEL and without prejudice to compensation for possible damages sustained by ENEL.

9.3.12 Contracts with subcontractors and Contractors must contain the requirements set forth in the Procurement Contract, including the specific information of costs related to safety.

9.3.13 Failure to comply with the stipulated aforementioned obligations - including those attributable to a subcontractor - shall result in Contract termination, pursuant to and by effect of art.1456 of the Italian Civil Code.

9.3.14. The performance of subcontracted work activity may not be object of additional subcontracting.

9.3.15. Subcontracting part of the work activity inherent to the subject matter of the Contract, does not exclude nor limit the obligations and liabilities borne by the Contractor, who remains liable to ENEL for the execution of the Contract, as well as for any compensation arising from damages caused to third parties during execution of the same.

9.3.16. The Contractor is obligated to notify to the ENEL Unit managing the Contract, for any and all subcontracts stipulated for the execution of the contract, the name of the sub-subcontractor, the total amount of the Contract, the assigned activities.

## **10. TAXES AND DUTIES**

10.1. Stamp taxes, registration fees, as well as any duties and additional tax expenses payable on Contract related matters, shall be borne by the Contractor.

## **11. FISCAL AND TECHNICAL REPRESENTATION FOR NON-EU COUNTRIES**

### **11.1 Fiscal representation**

11.1.1. The Contractor shall bear responsibility for all customs and tax transactions, including but not limited to, the entrance of goods in the EU. To this end, Contractors residing in non-EU countries are obligated to appoint, for the purpose of executing customs and fiscal transactions, their own fiscal representative in Italy, pursuant to the provisions set forth in the Presidential Decree no. 633, dated October 26 of 1972, and its subsequent amendments and/or additions.

11.1.2. The appointment of the fiscal representative must be certified by a public deed, an authenticated private agreement, or alternatively, by a letter recorded in a specific register at the relevant VAT office or Revenue Agency office, and must be notified to ENEL within one month from the date of Contract stipulation and, in any case, at least 1 month before deliveries are initiated; it must remain valid for the entire length of duration of the Contract.

11.1.3 The identification data of the fiscal representative, upon appointment of the same, must be indicated on the invoice.

## **11.2 Technical representation**

11.2.1. As per provisions set out in the Procurement Contract, Contractors resident in non-EU Countries are required to appoint, for the purpose of post-sale activity, a Technical representative resident in EU territory. If required, the name of the technical representative must be notified to ENEL within one month of the date of Contract stipulation and, in any case, at least one month prior to the delivery of supplies and must have validity for the entire duration of the warranty of the supplied product .

## **11.3 Other Provisions**

11.3.1 In the event of delay in notifying ENEL of the appointment of the Fiscal representative or Technical representative, with regards to the terms specified above, ENEL reserves the right to terminate the Contract pursuant to and by effect of art.1456 of the Italian Civil Code.

## **12. FINANCIAL GUARANTEES**

12.1. Without prejudice to the provisions of art. 19 "Financial guarantees" of the General Terms and Conditions and in any other documents which comprise the Procurement Contract, this guarantee must be provided by a surety bond issued by provided by an authorized bank or insurance company, and by using exclusively the facsimile form enclosed to the Contract.

12.2. In the event that the above-mentioned surety is provided by a foreign bank, ENEL reserves the right to request that the same is confirmed (with the exception of those located in EU countries) by a major Italian financial institution.

12.3. If surety is provided by not EU insurance companies, ENEL reserves the right to require that the same is accompanied with a similar "Insurance of the second risk" issued by a domestic insurance company.

12.4. The application of penalties set forth in the Contract may be executed by enforcing entirely or partially the security provided by the Contractor as guarantee.

12.5. In the event that the amount of the surety issued in favor of ENEL is reduced by the application of penalties or for any other reason, the Contractor must replenish the same within a 10-day term upon reception of a specific request to this purpose submitted by ENEL, on pain of the right of ENEL to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code.



### **13. TRANSFERABILITY OF CREDITS AND CONTRACT TRANSFER**

13.1. Notwithstanding the provisions stipulated under art.11 "Transfer of credits and entitlements" of the General Terms and Conditions, it is hereby specified that the Contractor may not transfer to third parties the right to collect contractual fees, or resort to any form whatsoever of delegation resulting in the transfer or disposal of credit he may be entitled to.

13.2. Conversely, upon signing the Contract, the transfer of credits deriving from the Contract itself, in favor of ENEL Factor, is understood to be permitted by ENEL.

13.3. The transfer of the Contract, or of parts of the same, by the Contractor is not allowed.

### **14. WITHDRAWAL**

#### **14.1. Withdrawal by the Contractor**

14.1.1. Except as otherwise stipulated in art. 16.2 "Withdrawal" in the General Terms and Conditions, the Contractor may rescind the Contract solely upon occurrence of the conditions and circumstances expressly set out in the Procurement Contract, subject to the restrictions and in accordance with the procedures herein stipulated. Said Withdrawal comes into effect from the day in which notice is given to the other party.

#### **14.2. Contract Withdrawal by ENEL due to Contractor pending insolvency proceedings**

14.2.1. If the event that the Contractor files for bankruptcy, or enters into a procedure of compulsory liquidation or extraordinary administration, the Procurement Contract shall be canceled, pursuant to art. 81 of the bankruptcy law and subsequent amendments and additions. If, however, the curator or commissioner declare, within the terms specified in the aforementioned art. 81, its intent to exercise subrogation rights with regards to the business relation, ENEL is entitled to rescind the Contract, notifying the curator or commissioner within 30 days following the receptions of the subrogation request.

### **15. TERMINATION AND DISCHARGE BY BREACH**

15.1. With the exception of every other instance specifically contemplated in the Procurement Contract, and particularly in art. 16.3 "Termination due to causes attributable to the Contractor" of the General Terms and Conditions, ENEL reserves the right to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, in the following additional instances in which the Contractor and/or any subcontractor:

refuses to allow the identification of workforce or working vehicles, or to grant access to any offices/workshops/warehouses, work sites or workplaces to ENEL personnel and/or third parties appointed by ENEL for the performance of inspections required by Contract and/or by Law, and/or refuses to consent - or otherwise hinders - the performance of said inspections by ENEL;  
 arbitrarily suspends the performance of the activity inherent to the subject matter of the Contract;  
 refuses to commence the performance of activities inherent to the subject matter of the Contract;  
 refuses to resume work activities which have been suspended by ENEL - for any reason - in the event that ENEL have resumed said suspended work;  
 does not proceed to replace materials, of any kind and nature, deemed inadequate by ENEL;  
 undersigns declarations omitting information or containing elements which are partially or entirely untruthful;  
 has one or more pending insolvency proceedings;  
 uses materials and equipment owned by ENEL improperly or for purposes other than those specified in the Contract;

commits irregularities in the performance of work activity, particularly with regards to the management of waste disposal;  
work activity is not performed according to accepted standards.

15.2. In the aforementioned cases, ENEL shall be entitled to enforce the financial guarantees described in the above-mentioned art. 12 "Financial guarantees".

15.3. In any and all cases of breach, ENEL may – at its sole discretion – grant the Contractor a period of time to comply. If a different period is not specified in the Procurement Contract, said term shall amount to no less than fifteen days.

Once this period has expired, without prejudice to the right of terminating said Contract in pursuance of and by effect of art. 1456 of the Italian Civil Code,, ENEL may proceed to reassign the execution of the Contract to a third party, without prejudice to its entitlement to compensation for greater damage. A notice of said reassignment shall be conveyed to the Contractor in breach of Contract, containing the specifications of the new contractual terms for execution and its relative cost.

In this case, the Contractor shall only be entitled to payment for all activities satisfactorily performed - which shall be specified in a written report drafted to certify the work progress status, therewith including the observations of both parties - after deducting compensation due by the Contractor as penalties and/or greater damages/expenses related to the anticipated termination of the Contract, for example, those deriving from the stipulation of a new contract with third parties or the direct execution of the activities inherent to the subject matter of the Contract.

15.4. A discharge by breach shall not exempt the Contractor from additional responsibilities resulting from the early termination of the Contract.

15.5. Except in cases of gross negligence or willful misconduct and unless otherwise stipulated in the Procurement Contract, the aggregate liability of the Contractor for failure to fulfill Contractual requirements and the resulting obligation to compensate ENEL may not exceed 100% of the total amount of the Contract, including tolerance, variances and option.

## **16. ENVIRONMENTAL PROTECTION**

16.1. In compliance with the principles of the environmental policy applied by ENEL, the Contractor agrees to implement all necessary measures and precautions to ensure environmental protection.

16.2. To this end the Contractor shall, as applicable to the Contract subject matter and unless otherwise stipulated in the Contract itself:

use of materials that are recycled (entirely or in part) or highly recyclable; particularly with regards to raw materials in general and packaging; 80% of all products by weight that are used in work activity must be composed of recycled material, if possible;

equip all personnel with clothing free from toxic substances;

use mercury-free batteries or containing minimum concentration of heavy metals;

select and recover all metallic and non-metallic materials, such as PVC, PEAD, PP, demolished materials, etc., used in course of Contract execution, to facilitate their recycling;

minimize the consumption of electric power, water and raw materials throughout the service/product life cycle, correlated to the maximization of performance;

ensure containment of acoustical, atmosphere and electro-magnetic emissions, and in particular, as an illustrative yet incomplete example:

implement operational processes that do not contemplate the use of polluting products;

use environmentally compatible paints ;

use products that do not contain chemical noxious additives which may pollute the environment;

use, in general, non-polluting products referable to ecolabels (e.g.: Ecolabel, Blue Angel, Nordic Swan, FSC certified, etc.);  
 implement delivery methods using packaging that:  
 does not contain chlorinated plastic;  
 is manufactured with materials which may be recycled/reused;  
 does not consist of synthetic halogenated materials;  
 may be managed through the system of separate collection of rubbish;  
 implement transportation methods that comply with the following requisites:

- use of pallets that are FSC certified for the handling and transportation of materials;
- means of transport that are in compliance with the most recent European emission standards;
- ensure proper collection and handling of lubricating oils and used tires;
- use recycled lubricating oils and eco-friendly tires;
- sensitize all personnel employed in any capacity in course of execution of the Contract on the need to implement conduct standards aimed at the reduction of environmental impact.

16.3. The Contractor agrees to produce, if so requested by ENEL, the environmental labels of the materials used in work activity, and to provide the specific data issued by recognized monitoring bodies.

All the expenses connected with the implementation of the aforementioned environmental policy, are understood to be included in Contract prices.

## **17. ETHIC CLAUSES**

### **17.1. General concepts**

17.1.1 In conducting its business and in the management of its relationships, the ENEL Group complies with the principles contained in its Code of Ethics, the Zero Tolerance Plan against bribery, and its Organizational Structure, pursuant to Legislative Decree 231/2001, **all of which may be consulted at the following address <http://www.ENEL.com/it-IT/governance/>**. The Contractor, in conducting its affairs and in all relationships with third parties shall refer to equivalent principles.

### **17.2. Conflict of interest statement**

17.2.1 The Contractor, in reference to the requirements set forth in art. 27.2. "Conflict of interest" of the General Terms and Conditions, is obligated to forward to ENEL the statement provided in Attachment 4 ANNEX ITALY and 5 ANNEX ITALY of the present document, duly undersigned.

### **17.3. Special ex parte declaration "D" "Crimes against individual personality"**

17.3.1 The Contractor, with regards to the provisions set forth in art. 27.1. "Overview" of the General Terms and Conditions pertaining to the protection of individual personality rights, agrees to undersign the specific declaration described in Attachment 6 ANNEX ITALY and 7 ANNEX ITALY of the present document.

### **17.4. Express anti-bribery termination clause**

17.4.1 With reference to art. 27.1 "Overview" of the General Terms and Conditions and the principles expressed therein, and the resulting obligations undertaken by the Contractor against bribery, if it is determined, as attested to by a final judgment no longer subject to appeal, that the Contractor has committed regulatory offenses and/or one or more violations of Legislative Decree 231/2001, ENEL may terminate the Contract with immediate effect, pursuant to and by effect of art. 1456 of the Italian Civil Code, without prejudice to the compensation for damages which may have

been caused to any Company of the Group in virtue of the provisions set forth in said Decree, for example, those deriving from the application of penalties.

### **17.5. Confidentiality agreement and Regulations for the use of ENEL informations systems<sup>6</sup>**

17.5.1 The Contractor agrees to comply with the obligations stipulated in Attachment 8 ANNEX ITALY. The Contractor is obligated, moreover, to forward to ENEL the declarations contained in said Attachment, duly undersigned.

## **18. PROTECTION OF PERSONAL DATA**

18.1. Pursuant to and by effect of Legislative decree 30/6/2003 n. 196 and its subsequent additions and/or amendments (Personal Data Protection Code), all personal data mutually acquired in the context of procedures related to the awarding of the Contract, as well as those processed for purposes strictly related to the management and execution of the Contract, or to comply with legal obligations, or for activities related to the promotion of commercial services, shall be collected and processed in hard-copy and by means of automated computer systems. Said data shall be stored for the length of Contract duration and subsequently to its expiration for a period of time not exceeding the terms stipulated under applicable laws.

18.2. To this end, it is hereby specified that:

- the acquisition of requested data, as and when, for purposes related to the stipulation and management of the Contract is an essential condition for the establishment and fulfillment of contractual relationships. Refusal to consent to the processing of said data shall result in the impossibility to stipulate and execute the Contract; Data acquisition for the promotion of commercial services shall be optional;
- the personal data acquired, as well as the data processed, must be notified to Companies subject to management and coordination of Enel S.p.A. or associates thereof and shall not be notified/disclosed to third parties except where permitted by law. Furthermore, the personal data acquired, as well as the data processed, may also be subject to disclosure to third-party companies appointed, as data processors, to carry out monitoring of the documentation relating to the Contractor;
- if the Contractor (and/or other parties concerned, such as proxies, contract referring persons, etc.) is an individual entity, he has the right to exercise, in regards to the existence and processing of its personal data, the rights provided under art. 7 of Legislative Decree no. 196/2003, and subsequent amendments;
- the data processing controller is understood to be the Commissioning Company of the ENEL Group, represented by its temporary legal representative;
- The data processor in question is the pro-tempore Managing Director of the Purchasing Area of Enel Servizi Srl, domiciled for the purpose in Viale Regina Margherita 125 - 00198 Rome.

18.3.7 By signing the Agreement and throughout its entire duration, Enel, as data controller, appoints the Contractor, who agrees, pursuant to Art. 29 of Legislative Decree no. 196/2003 as amended, to be the "Data Processor" for the processing of personal data necessary for the performance of the Agreement. The Contractor undertakes to carry out such operations in accordance with the obligations imposed by law and the instructions issued by Enel which, also by means of periodic checks, will supervise the strict compliance with the aforementioned instructions

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<sup>6</sup> The clause applies to Contracts involving access to ENEL premises and/or access and processing of data and information related to the ENEL Group as well as the use by the Contractor of ENEL information systems.

<sup>7</sup> The clause applies in the event of contracts entailing personal data processing by the Contractor, in which the Commissioning ENEL Company acts as data controller, for instance, Clients, other suppliers, etc..

In particular, given that the data processor, in relation to the experience, skills and trustworthiness the same declares to possess, has provided adequate guarantees in full compliance with applicable provisions on the subject of data processing, its tasks and responsibilities are defined, by way of illustration, as follows:

- personal data must be processed in a legitimate and appropriate manner, solely for purposes related to the Contract, in full compliance with legal requirements on this subject and the provisions issued by the Italian Data Protection Authority (measures, guidelines, etc.);
- all the security measures set forth in part I, title V of the Code and its related technical procedural guidelines, as well as any other prevention measure, shall be implemented and complied with, adequately cooperating in the implementation of said measures, to the end of ensuring data confidentiality and security, and minimizing the risk of data destruction or accidental loss;
- all necessary informations for the execution of the Contract and any database supplied by the data controller, must be stored in controlled access archives limited to personnel specifically assigned by the Data Processor to the processing of data and, in any case, according to the directives provided at that time by the data controller;
- all necessary instructions and adequate training must be given to the persons assigned to the execution of the Contract, operating at the Data Processor, which are hereby named "Persons in charge" of the processing and shall be required to comply with the provisions set forth in Legislative Decree n. 196/2003, placing particular and specific attention on the prohibition of illegitimate disclosure and dissemination of processed data, as well as any other directive imparted by the data controller;
- the data controller must be informed of any request to access data submitted by interested parties or any instructions issued by the Italian Data Protection Authority or the judicial authority, or any inspection operations these may undertake in connection with the processing of data within the scope of the Contract.

Finally, the data processor shall indemnify, in any and all cases, the data controller from any claim of compensation for damages that may be staked by third parties due to the breach of obligations deriving from the present article and all the legislative and regulatory provisions related to privacy protection.

The aforementioned appointment as Supervisor will be integrated with a separate and more detailed document attached to the contract and will be automatically revoked upon expiration of contractual relationship or upon termination of the same for any cause.

## **19. GOVERNING LAW**

19.1. Unless otherwise stipulated in the Contract, the legislation applicable to the Contract shall be the Italian Law.

## **20. COMPETENT COURT**

20.1. Except as otherwise stipulated in the Contract, the competent court for any controversy arising between the Parties pertaining to the interpretation and execution of the Contract itself, shall be the court of Rome.

**SECTION II - WORKS, SERVICE, SUPPLY INCLUDING INSTALLATION.****21. CONTRACTOR OBLIGATIONS ON THE MATTER OF FULFILLMENT OF TAX LIABILITIES (EX LAW 134/2012 AS MODIFIED BY D.L. n. 69 FROM JUNE 21, 2013 SO-CALLED "DECRETO DEL FARE")<sup>8</sup>**

21.1 Before any payment, the Contractor undertakes to deliver to Enel - for himself and for each of its subcontractors - a declaration or a substitute statement issued by the legal representative pursuant to PRD no. 445/00 (according to the standard ATTACHMENT 1 ANNEX ITALIA, ATTACHMENT 3 ANNEX ITALIA) - certifying the fulfillment of the obligations under article 35, paragraph 28 of LD 223/06, converted with amendments by Law 248/06 and the proper fulfillment of the payment of the withholding tax on income from employment, related to the tasks carried out in execution of this Agreement and expired at the date of the payment.

Affidavits should be sent solely by means of the specific application, set up for this purpose by Enel, available on the Purchasing Portal at the following link:

<http://www.acquisti.enel.it/it-IT/fornitori/index.aspx>.

Affidavits submitted using methods other than those indicated above will not be considered.

21.2. In the event that a certification is submitted, it must be issued by a fiscal assistance Supervisor of a tax assistance center (art. 35, comma 1 of Legislative Decree n.241/1997) or by subjects enrolled in a specific professional register (art.3, comma 3, letter a) of Presidential Decree n.322/1998). Generic statements/certifications shall be deemed inadequate.

21.3. Said certification must include the photocopy of an identity document of the underwriter.

Sworn certifications must be sent to the relevant Administrative Units of Enel indicated in the Contract Agreement.

21.4.

If the aforementioned documentation is not submitted, ENEL may suspend the disbursement of payable sums.

Concerning the issuance of the aforementioned statement/certification by subcontractors, the same must be forwarded - under the Contractor's supervision - to the Unit managing the Contract.

**22. SUBCONTRACTOR DUTIES REGARDING FISCAL OBLIGATIONS (EX LAW 134/2012 AS MODIFIED BY D.L. n. 69 FROM JUNE 21, 2013 SO-CALLED "DECRETO DEL FARE".<sup>8</sup>**

22.1. Without prejudice to the provisions pertaining to Contractor obligations in the above-mentioned art. 21. "Contractor obligations on the matter of fulfillment of tax obligations (ex Law 134/2012 as modified by D.L. n. 69 from June 21, 2013 so-called "Decreto del Fare")", of the present document, the subcontractor is obliged to deliver to the Contractor, prior to every payment a statement or a self-executed certification submitted by its legal representative pursuant to Presidential Decree n. 445/00 00 (according to the standard ATTACHMENT 2 ANNEX ITALIA, ATTACHMENT 3 ANNEX ITALIA) - certifying the compliance with the provisions stipulated under art 35, comma 28 of Decree Law 223/06 amended and transformed by Law 248/06, the correct fulfillment of liabilities related to taxes on the income of employees, related to the works performed in the context of subcontracting relationships and due at the time of payment.

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<sup>8</sup> The clause applies to Contracts for works and service procurement and to supply Contracts including installation, in those cases in which the costs of labor prevail over the cost of actual "supply". It does not apply to works contracts, that is, contracts where the provider predominantly uses its own work.

22.2. The aforementioned certification must be issued by a fiscal assistance Supervisor of a tax assistance center (art. 35, comma 1 of Legislative Decree n.241/1997) or by subjects enrolled in a specific professional register (art.3, comma 3, letter a) of Presidential Decree n.322/1998).

Generic statements/certifications shall be deemed inadequate.

22.3. Said statement/certification must include the photocopy of an identity document of the underwriter.

### **23. RULES FOR THE PERFORMANCE OF ACTIVITIES**

23.1. The Contractor must perform the activities in accordance with the highest professional standards and free from any defects in full compliance with the provisions stipulated in the Procurement Contract. Responsibility for all required equipment and work vehicles, as well as any and all expenses, shall be entirely borne by the Contractor.

23.2. In the event of inadequate performance, the Contractor must, at his own expense, ensure all necessary arrangements are made for the completion of work activity in accordance with the provisions stipulated in the Procurement Contract and comply with directions provided by ENEL to this end.

23.3. Where required, the Contractor shall forward to ENEL a report - drafted according to a form and time frequency specified by ENEL - containing the informations requested by ENEL related to activities performed by the Contractor. ENEL reserves the right to review the contents of the same at any given time, for the purpose of verifying the fulfillment of the performance in conformity with contract obligations.

23.4. The performance of work activity may take place in proximity to - and/or entail interference with - (electrical, telephone, gas, drinking and waste water, etc.) systems and/or infrastructures (roads, canals, railways and similar) owned by ENEL or by third parties. In such cases, prior to commencing the performance, the Contractor must diligently take action to integrate and verify the information, plans, and maps received from ENEL, gathering all necessary and useful information pertaining to the presence and specific layout of systems and infrastructures and, furthermore, identifying those that are entirely or partially underground.

23.5. The Contractor must comply with the instructions received as and when, and with the procedures set forth by ENEL or by third party owners, in accordance with applicable regulation and directives issued by supervising Bodies. The Contractor shall implement all appropriate precautions and necessary safety devices, and comply with the required response times and schedules defined by ENEL or by third party owners in connection with the specific operational needs of each party.

23.6. If performing work activity in proximity to systems and infrastructures owned by ENEL or by third parties, the Contractor must operate in consideration of any and all operational requirements, even if this causes changes or delays to the schedule for the performance of work activity.

23.7. The Contractor shall bear all expenses related or otherwise arising from any and all requirements set forth by ENEL or third party owners for the performance of work activity in proximity to systems and infrastructures.

23.8. In the event that any systems owned by ENEL or by third parties must be temporarily decommissioned and contained, the Contractor shall, under his responsibility and at its own expense:  
- verify the procedures implemented by the owners to request temporary decommissioning and comply with them;

- perform any necessary temporary works to ensure operational continuity if so required by the owners;
  - only initiate work activities after receiving adequate notice of completion of decommissioning and containment, performed in accordance with the instructions of ENEL or third parties;
  - inform third party owners and ENEL at the time of completion of work activity, according to instructions received to this purpose;
- return all systems to owner in compliance with the procedures set forth by the owners;
- return all systems as soon as technically possible, in the event that their re-commissioning is urgently needed for operational requirements.

23.9. The Contractor is responsible for delays in returning and re-commissioning systems in accordance with previously defined deadlines and schedules, and shall be held liable for any and all damages caused to third party owners and to ENEL.

23.10. The Contractor shall, particularly, implement all necessary measures to ensure that contracted works, work site systems and temporary works are not damaged and do not cause damage to persons and property.

23.11. In any and all cases, the Contractor shall bear, at its sole expense, all damages, losses, failures that may occur - in course of execution of work activity and until said works are handed over to ENEL - to work site systems and provisional works, even in the event that these are caused by unforeseen or uncontrollable circumstances.

## **24. AREAS AND FACILITIES MADE AVAILABLE TO THE CONTRACTOR BY ENEL**

24.1. In the event that the activities inherent to the subject matter of the Contract are performed in facilities/venues owned by ENEL or under his legal control, ENEL shall make available to the Contractor the single areas or facilities in which contractual work activity must be performed, unless otherwise specified.

## **25. PERFORMANCE OF WORKS WITH PERSONNEL ON COMPANY OFFICES**

25.1. In the event that the Contract calls for the presence (albeit occasional) of personnel employed in any capacity in the performance of activities inherent to the subject matter of the Contract, on premises owned by ENEL, the Contractor must directly perform, prior to commencing the activities, a technical inspection in the venues where work activity must be carried out by said personnel.

25.2. The Contractor shall receive from ENEL the documentation pertaining to risk assessment and protection and prevention measures related to said sites and shall cooperate with ENEL to fulfill the requirements set forth by applicable regulations concerning occupational prevention, protection and safety.

The Contractor must appoint an adequate representative for all aspects related to safety matters, notify its name to ENEL and promptly give notice if a different person is appointed.

25.3. ENEL reserves the right to dictate additional provisions which the Contractor, as well as any subcontractors and independent sub-contractors assigned by the same, shall be obligated to comply with.

## **26. REPRESENTATION**

26.1. The Contractor, prior to commencing activities, must appoint a representative and a substitute thereof who is authorized to act on behalf of the former in his absence.



26.2. The Contractor representative and his substitute, who, in accordance with applicable regulations, are responsible for the technical and administrative management of the activities inherent to the subject matter of the Contract, must possess all necessary legal requirements, be endowed with a specific mandate, and have adequate technical competence and full knowledge of all contractual clauses. The Contractor shall immediately replace, in compliance with applicable regulations and at no charge to ENEL, the representative or substitute no longer possessing the necessary requirements set forth in the Law.

26.3. The Contractor representative and his substitute must be readily available at all times for the entire duration of the activities inherent to the subject matter of the Contract to ensure that none are delayed or otherwise jeopardized.

## **27. CONTRACTOR OBLIGATIONS ON THE SUBJECT OF OCCUPATIONAL SAFETY AND HEALTH**

### **27.1 Regulations concerning employee health and safety**

27.1.1 The Contractor, in performing the activities inherent to the subject matter of the Contract, must ensure compliance with of all applicable provisions of regulatory, legislative and contractual nature on the subject of occupational health and safety as set forth in Legislative Decree n. 81/2008 and subsequent amendments and additions as well as all applicable specific regulations.

27.1.2 The Contractor, furthermore, must:

- appoint a Competent Person among his personnel pursuant to art. 2, comma 1, letter e) of Legislative Decree 81/08 and subsequent amendments and additions;
- employ personnel that is adequately trained and in possession of required qualifications and certifications pertaining to the assigned activities, in pursuance of the Italian Law and the procedures set forth by ENEL;
- utilize machines, equipment and devices compliant with applicable Laws in force and best practice standards set forth in applicable regulations;
- abstain from tampering with temporary structures or protective measures owned by ENEL or by other contracting companies.
- only use machinery, equipment and devices if all the the information related to the same has been forwarded to ENEL;
- abstain from using machinery, equipment and devices owned by ENEL without prior authorization;
- ensure that all workplaces are kept suitably clean and orderly during the course of the activities pertaining to his assignment;
- comply with the provisions contained:
  - in the event of works ex art. 27 of Legislative Decree 81/08 and subsequent amendments and additions:
    - Risk Assessment Document (DVR) concerning specific risks of the activities inherent to the subject matter of the Contract;
  - in the Interference Assessment Risk Unified Document (DUVRI);
    - in the event of works as per ex Title IV of Legislative Decree 81/08 and subsequent amendments and additions:
  - in the Safety and Coordination Plan (SCP);
  - in the Operational Safety Plan (OSP);
- participate in cooperation and coordination meetings promoted by ENEL.

### **27.2 Provisions concerning First Aid, Fire Prevention and Emergency Management**

27.2.1 The Contractor must comply with the provisions stipulated under the Law on the subject of first aid, fire prevention and emergency management.

27.2.2 The Contractor and subcontractors, if any, must forward to ENEL a list containing the names of appointed Responsible Persons in charge of first aid and fire prevention for the specific sites where work is being performed.

27.2.3 The Contractor must make all arrangements necessary to ensure and warrant that each work site is supplied with:  
at least one medication case, pursuant to the provisions of applicable law in force (Ministerial Decree 388/2003);  
a suitable means of communication to ensure a prompt response of first aid/emergency assistance;  
appropriate fire extinguishing equipment, suitable to the specific risks of the activities inherent to the subject matter of the Contract.

27.2.4 All the actions pertaining to first aid and emergency management shall be carried out by the Responsible Persons of the company concerned, if necessary in coordination with the Emergency Plan of the ENEL site.

### **27.3 Electrical Works**

27.3.1 As per Legislative Decree 81/08 and subsequent amendments and additions, integrated by regulations CEI EN 50110 and 11/27, the Contractor shall assess electrical hazards for every single activity falling within the scope of his assignment.

27.3.2 For all activity performed on de-energized electrical systems, the Supervisor appointed by the Contractor must possess the qualification of Competent Person (PES). If the personnel at work is classified as Common Persons (PEC) the Supervisor, or a person qualified as Informed person (PAV), must constantly oversee the work activity of the aforementioned personnel.

27.3.3 For operations performed on energized electrical system classified under Categories 0 and 1, pursuant to CEI EN 50110 and 11/27 regulations, the Supervisor must be qualified as Competent Person and possess certification of the suitability to perform operations on energized electrical systems of Category 0 and 1. Personnel must be qualified as PES or PAV and possess certification of the suitability to perform operations on energized electrical systems of Category 0 and 1

27.3.4 The Contractor is strictly forbidden to commence activities prior to the consignment by ENEL of the electrical installation which is the subject matter of the work activity.

### **27.4 Use of chemicals**

27.4.1 The Contractor may not introduce hazardous chemical substances<sup>9</sup> in ENEL work sites without prior authorization by ENEL.

27.4.2 In the event that the usage hazardous chemical substances is necessary, the Contractor is required to:  
submit a written request to ENEL, enclosing the technical specification sheet of the substance;  
comply with health and safety regulations and any instructions issued by ENEL pertaining to the movement, transportation, use and storage of hazardous chemical substances with reference to the labeling and the technical specification sheet of the substance.

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<sup>9</sup> Ref. Regulation 1272/08 (EC) "Classification, labeling and packaging of substances and mixtures".

## 27.5 Confined Spaces

27.5.1 In the event that activities must be performed in environments where pollution is suspected or in confined spaces (for example, silos, tanks, galleries, wells, etc.), to the purpose of submitting proof of the effective abilities of the personnel employed in the works, the Contractor/subcontractor, prior to the performance of any activity, must provide a list containing the names of the workers who will perform said activity, enclosing all appropriate documentation certifying that said workforce complies with the requirements stipulated under Presidential Decree 177/2011, namely:

30% of the total workforce must have at least three years of professional experience of work in confined spaces; this experience must necessarily be possessed by personnel acting in the capacity of persons in charge;

an open-ended employment contract (or any other contractual or subcontract types certified in pursuance of Title VIII, Chapter I, of Legislative Decree 276/03);

implementation of information and training activities involving all the workforce employed in work activity in confined spaces, specifically focused on the understanding and awareness of risk factors inherent to said activity, subject to updates and examination;

implementation of training activities of all the workforce employed in work activity in confined spaces, including the employer, related to the application of safety procedures;

possession of personal protection equipment (PPE), and devices and work tools suitable to the prevention of specific risks related to work activity in confined spaces, and implementation of training activity pertaining to the proper use of said equipment, devices and tools.

27.5.2 If work is assigned to a subcontractor, the latter must be authorized by ENEL and certified in pursuance of Title VIII Chapter 1 of Legislative Decree 276/03.

27.5.3 Said provisions also apply to independent companies and workers to which work activities are subcontracted.

## 27.6 Works in areas subject to explosion hazards

27.6.1 In those areas classified by ENEL as subject to the formation of explosive atmospheres (ATEX) activities must be planned with the implementation of specific precautions. A Contractor operating in an area classified by ENEL as an ATEX risk zone must:

> give special attention to the presence of materials which may constitute an unforeseen increase of fire loads;

> strictly comply with the provisions contained in the Document on explosion prevention provided by ENEL;

> implement adequate technical and organizational measures, according to zone classification, such as:

utilize tools compliant with the requirements set forth in the ATEX Directive;

apply operative procedures that do not entail the use/formation of heat sources;

provide all the workforce with Personal protection equipment (PPE) suitable to the ATEX risk standards;

employ adequately trained and qualified workforce;

27.6.2 In the event that multiple Contracting companies are operating in the same workplace, each employer shall be responsible for all matters coming under his control with regards to potential explosive atmosphere hazards.

## 27.7 Underwater Works

27.7.1 In the event of activities requiring underwater work with deployment of commercial divers, the Contractor must provide proof that the employed personnel complies with the following requisites:

possession of commercial diving certification (CDC)<sup>10</sup>;  
 enrollment in the local Registry of Commercial Divers;  
 physical suitability to function in the underwater environment as a commercial diver, assessed and certificated by a Diving Medicine Physician<sup>11</sup> with the frequency set forth in the Law;  
 adequate training with regards to planned activities.

27.7.2 The Contractor is required to prove, by submitting the appropriate documentation, that each operator is professionally certified as a commercial diver (CDC) .

27.7.3 All Contractor employees who do not possess said requirements are strictly prohibited to perform underwater work activity for ENEL.

27.7.4 The Commercial Diver certification (CDC) is obtained upon completion of professional training courses compliant with international standards<sup>12</sup>. In order to perform under water work activity it is necessary, furthermore, to successfully complete health inspections related to the Psychological/Physical Aptitude Assessment Form annexed to the Ministerial Decree January 13, 1979, and subsequent amendments and additions. The continued persistence of said requirements is subject to examination at least once a year by a Diving Medicine Physician.

27.7.5 Any diver who has not been examined and declared fit to dive by a Diving Medicine Physician in the course of the previous 12 months may not participate in underwater operations.

## 27.8 Mining Activities

27.8.1 In the event of activities falling within the field of application of Legislative Decree 624/96, the Contractor is required to:

arrange and submit to ENEL, prior to commencing work, all risk assessment documentation related to scheduled activity on the work site, so as to allow ENEL to complete the Health and Safety Document (DSS) specifically drafted for the work site pursuant to articles 6 and 9 of Legislative decree 624/96. The Contractor must moreover store said documentation on site, available for inspection by supervising Authorities;  
 indicate, if required, the name of a person to be appointed as Supervisor of work site activity, in accordance with art. 7 of Legislative Decree 624/96;  
 ensure that the workforce employed in the work site has complied with the required medical examination for fitness-to-work as per art. 648 of Presidential Decree 128/59.

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<sup>10</sup> For citizens of other member states of the EU, validity is extended to certificates recognized by the legislation of the country of origin for the performance of the profession of commercial diver in ports.

<sup>11</sup> Physician appointed by the employer for all aspects related to the safeguard of health and occupational safety. In some countries this professional role is defined by specific regulations.

<sup>12</sup> In default of which other training courses compliant with international standards are considered equivalent, such as those of the International Diving Schools Association (IDSA), the International Marine Contractors Association (IMCA), and the Association of Diving Contractors (ADC)

## 27.9 Temporary and mobile work sites

27.9.1 Prior to commencing work, the Contractor and any subcontractors, in relation to the contents of the documents conveyed to them on the matter of occupational safety, must draft and submit the Operational Safety Plan (OSP) pertaining to the single work site concerned, described in art. 89 letter h) of Legislative Decree 81/08 and subsequent amendments and additions.

27.9.2 The Contractor and any subcontractors must present their own OSP with adequate advance relative to the commencement of work activity so that the Coordinator for work execution may verify its adequacy to the purpose of ensuring its coherence with the Safety and Coordination Plan (SCP).

The OSP must contain the minimum elements specified in point 3.2 of Annex XV of Legislative Decree 81/08.

## 27.10 Penalties for violation of health and safety regulations

27.10.1 With reference to art. 18.2 "Penalties for violation of health and safety on work site regulations" of the General Terms and Conditions, for each breach of workplace health and safety measures by the Contractor, ENEL is entitled to issue, by notifying the Contractor via registered letter with signed return receipt, a penalty in the way of a fine equal to:

500,00 Euros (five hundred/00) for each breach deemed "SERIOUS"<sup>13</sup>

1.000,00 Euros (one thousand/00) for each breach deemed "EXTREMELY SERIOUS"<sup>13</sup>

27.10.2 In the event that the "SERIOUS" and "EXTREMELY SERIOUS" breaches are cause of injury on the workplace or in any case damage to persons, ENEL, reserves the right, at its sole discretion, to apply - based on the gravity of the violation, and/or injury and/or damage to persons - a penalty in the way of a fine amounting to a maximum of 2% of the total contractual fees, and in any and all cases, not less than 1.000,00 Euros (one thousand/00).

## 28. INSURANCE

28.1. Except as otherwise stipulated under art. 20 "Insurance" of the General Terms and Conditions, the Contractor bears full responsibility for injury or damage caused to persons or property in course of execution of work activity inherent to the subject matter of the Contract, including those caused by any and all subcontractors or third parties contracted by the Contractor.

28.2. The Contract is required to take out a "General Civil Liability" policy, with a leading insurance institution, and for the entire duration and effectiveness of the Agreement, covering the "CIVIL LIABILITY OF THE EMPLOYER TO ITS EMPLOYEES" and/or those responsible for the execution of the services under the Agreement, and covering "THIRD-PARTY CIVIL LIABILITY" with maximum cover of not less than the amount indicated in the Order Letter. In the "General Civil Liability" policy, Enel must be considered to be third party with respect to the Insured Party and it should include any claims by INAIL for injury or injury to the Contractor's personnel.

If the Contractor already has an insurance policy with the characteristics specified in this Article, the Contractor must specifically request the insurance company to extend the policy to the specific Agreement in place with Enel.

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<sup>13</sup> as classified in chart "List of Serious and Extremely Serious violations" described in art. 28.2 of the General Terms and Conditions

28.3. The maximum covers of the insurance policy relate to adverse events and/or serious adverse events occurring during the period of duration and effectiveness of the Agreement, as well as in the subsequent warranty period relating to the services covered by the Agreement.

The insurance policy must provide for the waiver by the insurer:

- of the right of recourse against ENEL;
- of any claim against ENEL.

In addition to the provisions of the point 28.1 above, the insurance policy must not limit the obligations of the Contractor and its responsibility with respect to the Agreement. Accordingly, any amount for damage/injury not insured and not covered by the above policy (including deductible/uncovered amounts) shall be incurred by the Contractor.

28.4. The Contractor must send a copy of the insurance certificates, within a maximum period of 30 days from the signing of the Agreement, proving the existence of insurance cover described above, as well as a copy of the payment receipt for the related insurance premiums.

The insurance certificates must state the terms of the insurance: insurance company, activity of the insured party, period of effectiveness, maximum cover, sub-limits, deductible and uncovered amounts, and main warranty exclusions, as well as any extensions as specifically indicated to above. The Contractor, during the course of the contractual relationship, will also be required to produce appropriate documentation (insurance certificates and payment receipts as defined above), providing evidence of the renewal of any insurance cover that may have expired or insurance certificates attesting the signing of replacement insurance cover meeting the requirements listed above in this article, as well as all related payment receipts, within a maximum period of 30 days from each expiry date.

If, as a result of amendments to the Agreement, the services covered by the tender contract change, the Contractor hereby undertakes to adjust the insurance policy to the actual agreed activities to be carried out, in accordance with the conditions set out in this Article, and to provide Enel documentation evidencing the adjustment made.

28.5. It is understood that existence, validity and effectiveness of the insurance policies specified in this article constitute an essential condition for the effectiveness of this Contract and, therefore, in the event that the Contractor is unable to show proof of his insurance coverage at any given time, ENEL shall have the right to terminate said Contract, pursuant to article 1456 of the Italian Civil Code, with resulting retention of the guarantee as penalty, and without prejudice to ENEL's entitlement to compensation for greater damages.

28.6. The Contractor is obligated, moreover, to include in any and all contracts with his subcontractors a similar clause, by which they agree to bear all the obligations set forth in the present article. If the Contractor fails to comply with the aforementioned obligation, ENEL shall be entitled to terminate the Contract pursuant to and by effect of art. 1456 of the Italian Civil Code."

## **28 BIS DUTY REGARDING PROFESSIONAL'S INSURANCE<sup>14</sup>**

28 BIS.1 In compliance with art. 5 from DPR 137/2012, the Professional must stipulate adequate insurance for damage caused to Enel while performing the professional activity, including activities of custody of documents and valuables received by Enel itself. The professional should

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<sup>14</sup> This clause applies to contracts with the professionals who carry on a "regulated profession", as defined by Presidential Decree 137/2012, Chapter I, Article 1, letter a). For "regulated profession" is considered the activity or set of activities whose exercise is allowed only after registration in orders or colleges successively to the verification of professional qualifications or specific skills.

inform Enel, at the time of the assignment, the terms of the professional insurance, its ceiling and every subsequent change by producing copies of insurance certificates proving the existence of insurance coverage (which shall contain: the terms of the insurance , the insurance company , the activity of the insured , the period of effectiveness , the ceilings , the relief and overdrafts and the main exclusions of warranty) and a copy of the payment receipt of the related insurance premiums

28 BIS.2 The insurance professional must last at least the duration of the assignment. To this end, the professional will also produce appropriate documentation evidencing the renewal of insurance coverage eventually due or insurance certificates attesting to the signing of insurance coverage as well as replacement in time, all related receipts of payment. It is understood that the existence, validity and effectiveness of the insurance policies referred to in this Article shall constitute an essential condition of effective engagement and, therefore, where the professional is unable to prove at all times insurance coverage, Enel may terminate the contract pursuant to and by effect of art . 1456 cc

## **29. ALL RISKS INSURANCE**

29.1. When specific works that ENEL intends to perform entail the presence, albeit not simultaneously, of more than one contractor company in a single work site, ENEL itself may provide, also on behalf of the Contractors involved, to the insurance coverage of all the risks associated with the performance of work activity.

29.2. To this purpose, ENEL may stipulate a specific "all risks" insurance policy with a major insurance company, and related premiums may be charged to each Contractor, according to their quota or part in the scope of the works, in accordance with the specifications contained in the Procurement Contract.

## **30. MATERIALS AND EQUIPMENT**

30.1. The Contractor may be assigned the performance of work activity requiring the use of materials, survey and/or measuring tools and equipment which may be supplied, entirely or in part, by ENEL on the basis of the provisions stipulated in the Procurement Contract.

30.2. The materials, the survey and/or measuring tools and the equipment owned by ENEL and assigned to the Contractor in any capacity and for any purpose, shall be consigned according to the terms and conditions stipulated by ENEL in the Procurement Contract or, if none exist, in specific written notices.

30.3. The Contractor must verify, in accordance with the manners and terms set forth in the contractual documentation, that the amount, the quality and the obvious condition of materials and equipment correspond to the specifications of the aforementioned documents.

30.4. The Contractor must perform, on his own responsibility and at his own expense, all unloading operations of the materials delivered by ENEL, including those delivered through third parties.

30.5. In the event that ENEL supplies to the Contractor company-owned materials and equipment required for the performance of work activity inherent to the subject matter of the Contract, ENEL shall be entitled to establish the conditions and manners of use (e.g.: free of charge loan). In the event that said supply is not provided free of charge, ENEL shall specify the applicable fees and payment terms.

30.6. All materials, survey and/or measuring tools and the equipment supplied and/or, in any and all cases, used by the Contractor must be free from defects and comply with all the requirements set forth in the Contract

30.7. The materials and the equipment directly procured by the Contractor must be suitable to the performance of work activity inherent to the subject matter of the Contract and proof of its provenance must be produced upon request.

30.8. ENEL reserves the right to carry out inspections and to reject, by means of a written notice with return receipt, all materials and equipment used by the Contractor which, at sole discretion of ENEL, have been deemed inadequate to the purpose of the performance of work activity inherent to the subject matter of the Contract.

30.9. The Contractor shall perform, on his own responsibility and at his own expense, the replacing operations of materials delivered by ENEL, including those delivered through third parties. In no event shall the rejection of materials and equipment by ENEL entitle the Contractor to a suspension or postponement of the terms for completion of work activity.

The Contractor, with regards to all materials and equipment

- which are owned by him,
- which are supplied by ENEL, from the date on which they were received,
- which were present on-site and disassembled, to be returned to ENEL or reused in the performance of work activity, until the time of their commissioning or until they are returned to ENEL - which shall specify terms, procedures and delivery points - is obligated to, under his own responsibility and at his own expense:

perform all operations of loading and unloading, transportation, moving and positioning to the work site area and subsequently on-site;

store all items in warehouses or storage facilities located in suitable well-kept areas, so as to ensure their proper identification and preservation.

30.10. Materials and equipment owned by ENEL and supplied to the Contractor in any capacity, must be returned to ENEL within the terms specified in the Procurement Contract.

30.11. The Contractor shall bear any and all expenses incurred for repair of damage caused to materials and equipment in the course of activities performed. Equipment and materials which are found to be missing or which cannot be repaired shall be charged to the Contractor at market prices, to which a percentage increase defined in the Procurement Contract may be applied.

## **31. CONTRACT AMENDMENTS DURING EXECUTION**

31.1. Except as otherwise stipulated in the above-mentioned art. 6 "Financial Evaluation of Contract amendments", the Contractor is required to perform the work activity inherent to Contract amendments, as requested by ENEL, at the same contractual terms, until the sum of the contractual activities defined on the "starting reference date" indicated in the Procurement Contract - does not exceed the percentage of the Contract sum specified herein.

31.2. ENEL shall request the performance of said changes to the Contractor by means of a specific notice with proof of receipt.

31.3. In view of the possibility of exceeding said limit, the Contractor may submit an explicit request of new contractual terms for surplus work activity. In the event that the Parties fail to find an agreement on the new contractual terms, the Contract is understood to be completed upon reaching the aforementioned percentage.



31.4. Upon expiration of the aforementioned terms, the Contract is understood to be implicitly extended, at conditions unchanged, for all work activity exceeding the above-mentioned limit. In the event that, upon completion of work activity, the payable sum amounts to less than 75% of the Contract total sum, the Contractor is entitled, in compensation and in full and final settlement for any and all claims, to a fee equal to 10% (ten percent) of the difference between the aforementioned limit of 75% (seventy five percent) and the sum payable for performed work activity, calculated from the starting reference date.

31.5. The Contractor may not implement changes, additions or suppressions, of any nature or extent, without prior written authorization by ENEL.

### **32. LUMP SUM PRICE VARIATION**

32.1. Changes to the executive program of work activity which are compensated at a fixed-price lump-sum, upon express and exclusive request by ENEL, shall entail a corresponding adjustment of the fixed-price, which shall be stipulated on a case-to-case basis, in accordance with the provisions of the above-mentioned art. 6 "Financial Evaluation of Contract amendments" and through analogy with the prices specified in the Procurement Contract.

### **33. ADDITIONAL SERVICES CHARGED**

33.1. In the course of Contract execution, ENEL may require of the Contractor, with adequate advance notice, the performance of minor assignments inherent to the Contract, as specified in paragraph "Additional services charged", remunerating the Contractor in accordance with contractual terms.

33.2. For the compensation of any and all additional services charged the prices applied shall be those specified in the Procurement Contract.

33.3. All minor supplies of materials, necessary to the sole purpose of performing the above-mentioned work activity, shall be remunerated at market prices effective on the consignment date, duly verified by ENEL and documented by an invoice issued by the Contractor; said prices shall be supplemented by a percentage increase defined in the Procurement Contract, which includes a lump-sum compensation for general expenses.

33.4. Also in the case of these "additional services charged", the Contractor is required to promptly make his services fully available to ENEL, and is therefore obligated to provide, under his sole responsibility, all necessary resources for the satisfactory performance of said work activity. All additional services charged must be recorded in specific daily log sheets, listing the work performed, professional services and total time of effective employment of personnel, machinery, equipment and working vehicles, as well as the total amount of materials supplied.

33.5. The performance of said assignments does not entitle the Contractor to the postponement of contractual time limit for completion, nor to special compensation for shortage of personnel, for losses related to the use of work site machinery, temporary works and materials, or for any and all interferences.

33.6. The amount payable for additional services charged may not exceed the threshold stipulated in the Procurement Contract.

### **34. CHECKS AND CONTRADICTORY INSPECTIONS**

34.1. ENEL has the right to check and verify that the Contractor is properly complying with all the obligations agreed upon by the signing of the Contract and with any additional provisions set forth by ENEL in course of execution of the same.

34.2. If upon notice of the inspection outcome, the Contractor fails to present any objections to the determinations made by ENEL, in writing and within ten days of receipt, the same shall be deemed to have been fully accepted and the Contractor shall forfeit his right to express reservations. Concerning any objections raised by the Contractor, ENEL must communicate its deliberations within thirty days from the date of reception.

34.3. The Contractor is obligated to perform, as requested by ENEL, contradictory inspections pertaining to situations or events transpired in the course of Contract execution, underwriting the written survey report.

34.4. Except as otherwise stipulated in art. 16.4. "Contract termination due to causes attributable to the Contractor for failure to comply with health and safety requirements" of the General Terms and Conditions, the Contractor may stake no claims in connection with events or circumstances for which the Contractor, for whichever reason, has failed to raise objections.

34.5. The Contractor is required to promptly ascertain any irregularities in the performance of activities which may not fall within the scope of his competence, but may nevertheless affect his assignment.

### **35. RESERVATIONS**

35.1. Any and all reservations that the Contractor may intend to raise, to all purposes, must be expressed, under penalty of forfeiture, by signature with reservation of the accounting document, specifically in the footnotes of the update related to the specific period in which the event determining the reservation has occurred.

35.2. In said accounting document, the Contractor must furthermore recall, under penalty of forfeiture, the reservations expressed on the register of procedures, as well as on receiving reports.

35.3. In the event that the Contractor has presented his observations he is obligated, under penalty of forfeiture, to annotate any reservations he may have in the footnotes of the accounting document update related to the period in which ENEL has communicated its final decisions.

35.4. The Contractor is obligated to explicate any expressed reservations by submitting to ENEL, within 15 days from the signature with reservation of the accounting document, the reasons justifying said reservations and detailed specifications of any payment he may claim entitlement to.

35.5. In the event that the Contractor fails to sign the document, and in the event that, having signed it with reservations, subsequently fails to explicate his reservations in the above-mentioned manners and terms, all recorded facts shall be deemed to have been ascertained and accepted and the Contractor shall be deemed to have forfeited his right to raise, at any time and manner, any and all reservations and claims in connection with said facts.

35.6. Upon signing the latest update of the accounting document, the Contractor must recall the reservations raised in the course of Contract execution that remain unresolved and he which intends to maintain. No new reservations shall be admitted except for those related to matters inherent to the latest update.

35.7. If the Contractor undersigns the latest update of the accounting records without recalling any previous reservations, all outstanding issues pertaining to contractual performance are understood to be definitively accepted and any related reservations forfeited. Similarly, if no reservations are submitted in connection with the latest interim accounting statements, these too are understood to be definitively accepted .

35.8. Except in the event that ENEL sees fit to anticipate their examination, all reservations submitted in the manner and terms specified above, shall be reviewed after the Contractor has signed the written report of definitive acceptance. All related deliberations must be notified to the Contractor within twelve months from the date in which said written report was signed. The effective termination of reservations shall be recorded in a specific document underwritten by both Parties.

### **36. DISCOVERY OF ITEMS OF HISTORICAL, ARCHAEOLOGICAL AND ARTISTIC INTEREST**

36.1. Except as otherwise stipulated in art. 9.5.2 "Works" of the General Terms and Conditions and by provisions set forth in applicable Laws, ENEL is entitled to all the rights on items of value and those of interest in the fields of science, history, art or archaeology which may be discovered during the performance of work activity.

36.2. The Contractor must immediately notify ENEL of the discovery of the aforementioned items and must ensure their safekeeping or protection, even by suspending work activity, where appropriate, or upon request of the competent Authorities.

36.3. For all operations expressly commissioned for the recovery of said items, the Contractor is entitled to the reimbursement for all expenses incurred.

### **37. WASTE MANAGEMENT**

37.1. In the event that the performance of the activities inherent to the subject matter of the Contract should generate waste of any kind, all waste originating from activities commissioned to the Contractor must be managed in compliance with applicable provisions of Law and, if so contemplated in the subject matter of the Contract, directly delivered by the Contractor - on his own responsibility and at his own expense - to subjects in possession of the required permits/enrollments for waste recycling or, when recycling is not possible, disposal.

37.2. In the instances described in the above-mentioned point, the Contractor is strictly forbidden to set up temporary waste storage areas in the sites where activity inherent to the subject matter of the Contract is being performed.

37.3. In all other cases, the Contractor shall bear the expenses for the appropriate management of any temporary warehouses, and for the filing and storage of documents, as per applicable laws and regulations the matter of waste management.

37.4. All waste originating from Contractor work activities (such as, for example, disposable PPE, fabric, etc.) must be managed by the Contractor and, therefore, collected, transported and delivered for recycle/disposal, on his own responsibility and at his own expense, in compliance with applicable regulations.

37.5. The Contractor, upon stipulating the Contract, must submit to ENEL a copy of all permits/enrollments (held by the Contractor himself or by any subcontractors in connection with the

activities of waste transportation/recycling/disposal) which may be required in the awarding procedure for the performance of activities inherent to the subject matter of the Contract and, prior to the performance of activities inherent to the subject matter of the Contract itself commissioned by ENEL, a statement confirming the validity and effectiveness of the aforementioned permits/enrollments, which must specifically certify, among other things, that no revocation or suspension measures have been executed or initiated by competent Authorities.

### **38. CONTRACT TERMINATION REGULATION**

38.1. Except as otherwise stipulated in art. 16. "Suspension, withdrawal and termination" of the General Terms and Conditions and the provisions of the above-mentioned art. 15. "Termination and discharge by breach", in all instances of Contract termination, ENEL shall notify to the Contractor the appointed date for the operations of consignment of works and transfer of possession of the work sites. The Contractor is obligated to immediately consign the works in their existing condition, whereas ENEL shall have the right to take over entirely or partially all work site equipment, temporary works and materials assigned to the Contractor.

38.2. The consignment of works and the transfer of possession of work sites is initiated by a written report of assessment, drafted with the inclusion of any objections raised by the parties, pertaining to the progress status of performed work activity and its satisfactory execution, as well as the size and scope of work sites.

In the event that the Contractor fails to participate in the surveys, thereby performing a contradictory inspection, or refuses to sign the respective written report, ENEL has the right to have it drafted by a notary with the assistance of a sworn appraiser.

38.3. Upon completion of the consignments of works and transfer of possession of the work sites, the final activity report shall be drafted in accordance with the provisions stipulated in the Procurement Contract.

38.4. Payment due for works which, albeit incomplete, have been satisfactorily performed shall be calculated according to Contract prices, in compliance with the provisions contained in the Procurement Contract.

38.5. The fees pertaining to the use of work site machinery, and acquisition of materials, shall be established by the Parties in agreement. In the event of disagreement, ENEL shall define an interim amount, without prejudice to the Contractor's right to express specific reservations.

38.6. All Contractor-owned machinery, equipment and work vehicles that ENEL does not intend to use must be removed, and the Contractor shall be fully responsible for the clearance of work sites, which may be executed at various stages, in accordance with the directives provided by ENEL, if necessary, 30 days in advance.

38.7. The foregoing is without prejudice, in any and all cases, to the compensation for damage in favor of ENEL, and the acknowledgment or payment to the Contractor of some of the fees herein specified does not constitute waiver of right to compensation for damage.

### **39. IMPRACTICABILITY OF PERFORMANCE**

39.1. With reference to art. 1467 of the Italian Civil Code and in partial exception of the second comma of art. 1664 of the Italian Civil Code, it is hereby determined that, if unforeseeable difficulties should arise in course of execution of work activity, deriving from hydrological or geological causes of extraordinary nature, leading to a significant increase in costs related to the performance of work, the Contractor has the right to require from ENEL a verification of said difficulties, by conveying an immediate and detailed notice of the intervening difficulties.

39.2. Upon ascertaining the extraordinary and unforeseeable nature of the intervening difficulties and the resulting excessive burden, the Contractor shall not, by reason of this, be entitled to any compensation, but may solely choose to exercise the right of Withdrawal pursuant to the subsequent art 40.2 "Withdrawal due to impracticability of performance", except in the event that ENEL declares its willingness to fairly compensate the expenses the Contractor must bear to overcome said intervening unpredictable difficulties.

39.3. If the payment proposal is not accepted, the Contractor is required to resume work on the basis of the fees established by ENEL.

Said fees, which must never be considered to the purpose of the provisions described in the above-mentioned art. 31 "Contract amendments during execution", point 31.1, shall be recorded in the accounts, without prejudice to the Contractor's right to express reservations as per art.35. RESERVATIONS

## **40. CONTRACT TERMINATION REGULATION**

### **40.1. Ordinary Withdrawal**

40.1.1. Except as otherwise stipulated under the above-mentioned art. 14.1 "Contract Withdrawal by the Contractor", in the event of Withdrawal by the Contractor, ENEL shall immediately decide which works, structures or parts of these must be completed, and which must be suspended, to the purpose of decommissioning said work sites within the time limits prescribed by ENEL.

40.1.2. Payment due for works which, albeit incomplete, have been satisfactorily performed shall be calculated according to Contract prices, in compliance with the provisions contained in the Procurement Contract pertaining to accounting and acceptance of works. Unless otherwise agreed, all materials procured by the Contractor shall be accounted for at cost price.

40.1.3. In compensation and in full and final settlement for any loss of profit, the Contractor shall be furthermore awarded a sum established, if necessary, in this Procurement Contract.

40.1.4. Said sum is understood to be paid in settlement and full satisfaction of any and all claims and rights the Contractor may be entitled to, excluding further claims of compensation or indemnification by the same, pursuant to art. 1671 of the Italian Civil Code, or requests for revision of said payment, in any capacity and for any cause whatsoever.

### **40.2. Withdrawal due to impracticability of performance**

40.2.1. Unless otherwise stipulated in the Procurement Contract, the Contractor must notify ENEL of his intent to rescind the Contract due to "impracticability of performance", via registered letter which, under penalty of forfeiture, must be delivered within 30 days of the completion of inspections by ENEL to verify unforeseen conditions determining the impracticability of performance.

40.2.2. In the event of such Withdrawal the Contractor is entitled solely to payment, at contractual prices, for all services performed up to the time of Withdrawal.

### **40.3. Withdrawal due to Contractor bankruptcy**

40.3.1. In the instances described in the above-mentioned art. 14.2. "Withdrawal by ENEL due to Contractor pending insolvency proceedings", ENEL, by the issuance of a specific notice, shall set the completion/delivery date of all assigned works.

40.3.2. The consignment of works and the transfer of possession of work sites is initiated by a written report of assessment, drafted with the inclusion of any objections raised by the parties,

pertaining to the progress status of performed work activity, as well as the size and scope of work sites.

In the event that the curator or the commissioner fails to participate in the surveys, thereby performing a contradictory inspection, or refuses to sign the respective written report, ENEL has the right to have it drafted by a notary with the assistance of a sworn appraiser.

Upon completion of the consignments of works, the final activity report shall be drafted in accordance with the provisions stipulated in the Procurement Contract.

40.3.3. Payment due for works which, albeit incomplete, have been satisfactorily performed shall be calculated according to Contract prices, in compliance with the provisions contained in the Procurement Contract pertaining to accounting and acceptance of works.

40.3.4. Fees payable for the use of work site machinery, and acquisition of materials, shall be established in agreement with the superintendent or commissioner. No further payments shall be due.

## **41. TERMINATION DUE TO FAILURE TO PERFORM OR SUSPENSION OF WORKS**

41.1. The Contract shall be terminated to all effects, upon request of one of the Parties, if upon expiration of a 180 consecutive days period related to the completion term specified in the Procurement Contract, ENEL fails to make the work sites and installations available to the Contractor; unless otherwise stipulated in the present Procurement Contract, the Contractor is solely entitled to request, in full and final settlement for any loss of profit and claims of any kind, and also as compensation, a fee equal to 10% (ten percent) of 75% (seventy five percent) the of total Contract value.

41.2. The Contract shall be deemed canceled to all effects in the event that ENEL determines the total suspension of work activity due to matters non attributable to the Contractor, for a number of calendar days exceeding a period of 180 (one hundred and eighty) days; the foregoing applies even if the number of days is not consecutive but cumulative. In this case, the Contractor is entitled to request, in full and final settlement for any loss of profit and claims of any kind, and also as compensation:

- a lump-sum compensation, due to discretionary suspension of work activity determined by ENEL and if at the date of Withdrawal the payable sum for works completed – therewith including the quota of fees not subject to increase/decrease of procurement tendering in connection with said prices - amounts to less than 75% (seventy-five percent) of the total value of the Contract, therewith including the quota of fees not subject to increase/decrease of procurement tendering;
- a fee equal to 10% (ten percent) of the difference between the 75% (seventy five percent) of the Contract total sum and the sum payable for performed work activity, both of which shall be calculated as described above.

## **42. JOINT AND SEVERAL LIABILITY - MASSIVE CONTROLS**

### **42.1. Protective clauses<sup>15</sup>**

42.1.1 The Contractor, in relation to all his employees, whose performance pertains to the work activity inherent to the subject matter of the Contract, agrees to:

apply regulatory standards and wage rates on par with those resulting from the National Collective Labor Contract underwritten by major Labor and by integration territorial and/or corporate agreements related to the competent business sector, in force at the time and in the territory in which work activity is being performed;

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<sup>15</sup> The clauses provided for by the present article apply to Contracts for works, supply and service procurement including installation.

comply with applicable tax regulations – including quotas for TFR – and ensure and warrant the proper management and payment of income tax withheld on permanent employment as per applicable legislation, payment of VAT, as well as duly comply with obligations pertaining to insurance, wages, social security and of any other kind, in accordance with applicable laws, regulations and directives;

comply with applicable regulations in force related to occupational health and safety, ensuring compliance with working time regulations (in particular, hours of work, daily and weekly rest periods) and employ for the execution of this Contract adequate and qualified personnel in relation to the work activity to be performed;

ensure that all personnel wear the mandatory identification badge at all times, pursuant to applicable regulations. The Contractor, in pursuance of art. 1381 of the Italian Civil Code, agrees to ensure that said requirement is complied with by any and all independent workers or subcontractor personnel, and to verify that said badge is worn by all his employees, as well as all independent workers and personnel employed by subcontractors;

apply, to any and all personnel employed in the assignment, contractual terms and procedures consistent with the work activity required and effectively performed, in compliance with applicable regulations on this matter;

ensure the invariability of financial compensation for workers rehired by the Contractor relieving the contract, applying equal economical and regulatory conditions set forth by the National Collective Labor Contracts pertaining to the specific sector stipulated by major representative Labor Unions or resulting from collective agreements stipulated with major representative work associations.<sup>16</sup>

#### **42.1.2. Submittal of documents**

42.1.2.1 All the documentation described in the subsequent clauses shall be submitted to ENEL by accessing the Joint Liability System <https://www.ENEL.intesa.it/ENELRS> (the related Technical Attachment contains additional details).

42.1.2.2 ENEL reserves the right to indicate, in course of execution of work activity, different procedures for the submittal of the aforementioned documentation.

42.1.2.3 Enel reserves the right to make administrative controls specified in successive point 42.2 and 42.3. In case of failure of the control, Enel reserves the right to terminate the contract pursuant to article 1456 cod. civ., and to undertake any other action to protect their interests.

#### **42.2. First inspection (prior to contract execution)**

42.2.1 In compliance with applicable regulations on the issue of personal data protection,, **prior to commencing the performance of work activity inherent to the subject matter of the present Contract**, in relation to all the workforce employed in Contract assignments (including any and all insourced personnel, seconded workers from a company other than the one awarded the contract or subcontract, as well as any an all temporary workers) the Contractor is required to connect to the dedicated computing platform and submit to the Joint Liability System, described in

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<sup>16</sup> The clause applies to service procurement contracts, such as, for example, cleaning service, workplace/company canteens, in which the company awarded the contract relieves a formerly existing contract re-hiring the personnel previously employed by the outgoing company.

the above-mentioned point 42.1.2., attachment B1 – which is an essential part of the Contract - duly filled out in its entirety and providing all documents specified therein<sup>17</sup>

42.2.2 In the event of subcontracting, the Contractor shall produce the same documentation pertaining to the workforce employed by the subcontractor.

42.2.3 It is understood that the Contract shall be deemed effective only after the documentation has been submitted.

42.2.4 The Contractor is, furthermore, required to notify ENEL with adequate advance of any changes related to the workforce (e.g. layoffs, hiring and new assignments in connection with activities inherent to the Contract) consequently updating the sheet contained in attachment B1. For each new addition to the workforce, the related documents must be submitted as specified in the aforementioned attachment B1.

42.2.5 Access to the premises shall be granted solely to personnel whose presence has been previously notified, and subject to the submittal of documentation certifying the above-mentioned requirements.

### 42.3. Periodic Inspection

42.3.1 In compliance with applicable regulations on the issue of personal data protection, **prior to the payment of each installment of the Contract total sum and of the final outstanding balance**, the Contractor is required to submit the following documentation, certifying the fulfillment of obligations pertaining to wages, insurance, social security and taxes on his part and, if seconded personnel is employed, on the part of their respective employer.

42.3.2 If the frequency of scheduled payments is inferior to a 4-month period and without prejudice to the provisions stipulated under art. 118 of Legislative Decree 163/2006, said documents must be produced at least three times a year prior to the disbursement of due installments and, in any and all cases, of the final outstanding balance.

42.3.3 The documentation must pertain to the workforce employed in Contract activity and must refer to the term prior to the payment of the first installment of fees payable as per Procurement Contract.

42.3.4 In the event of subcontracting, the Contractor shall produce the same documentation described in the above-mentioned point pertaining to the workforce employed by the subcontractor.

42.3.5 The following documentation must be submitted:  
 single insurance contribution payment certificate (DURC), if not filed in the official records by ENEL as a matter of course;  
 copies of duly receipted F24 form duly (that is, with attached receipt of satisfactory electronic filing of the on-line F24 form) related to monthly payments prior to the month in which payment is due for installment/fees payable as per Procurement Contract;  
 self-drafted affidavit (ex art. 2 and 47 of Presidential Decree 28 gennaio 2000, n. 445) described in the form annexed to the Contract (attachment C1) signed by the Contractor's legal representative jointly with the photocopy of a valid identity document of the underwriter .  
 As an alternative to the documents specified in letters b) and c)  
 certification by a professional<sup>18</sup> described in the attached form (attachment D1), with a photocopy of a valid identity document of the underwriter .

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<sup>17</sup> In the event that non-EU seconded personnel is being employed, all appropriate documents required by Law must be submitted, certifying possession of all necessary requirements to perform work activity in Italy, for example, residence permit, and other permits/clearances, etc.



It is understood that the acquisition of the above-mentioned documents by ENEL shall in no way whatsoever constitute a limitation of the Contractor/subcontractor's responsibility in the event of failure to comply with his obligations in the matter.

42.3.6 In the event that the Contractor is found to be in breach of his obligations pertaining to wages, insurance, social security and taxes in relation to the workforce employed by the same in the execution of the Procurement Contract, or if ENEL deems, at its sole discretion, that the contractual terms and procedures applied to the personnel employed in the assignment are inconsistent with the work activity concretely performed, ENEL shall be entitled to terminate the Procurement Contract itself, in pursuance of and by effect of art. 1456 of the Italian Civil Code.

#### **42.4. ENEL inspections rights (random checks)**

42.4.1 In compliance with applicable regulations on the issue of personal data protection, the Contractor is required to allow, upon specific request by ENEL, during the execution of the Procurement Contract, the performance of inspections - including random checks - to verify the fulfillment of obligations pertaining to wages, insurance, social security and taxes, the compliance with applicable provisions of Law concerning the obligation to wear an identification badge on-site, as well as all other requirements set forth in the Law and in the Contract (including working time regulations).

Said inspection may be executed directly with personnel authorized by ENEL (which shall therefore have access at all times to the sites or areas where work activity is being performed) or by requesting the Contractor Company to produce all appropriate documentation. For example: single labor document containing vital statistics, wages/taxes information and monthly presences, time card (or weekly record of presences on-site) signed by the employee, or an equivalent instrument of presence control and recording, DURC (if not filed in the official records by ENEL as a matter of course), receipt of submittal of the Uniemens form containing the progressive number of transmission, file name, data contained in the transmission, therewith including the DM10 generated by INPS automated procedure, as well as a copy (if one hasn't yet been filed) of the mandatory pre-emptive notice of hiring, or a copy of the notification submitted to INPS/INAIL and to the Special Construction Workers Fund, a copy of the receipted F24 forms, etc...

42.4.2 Moreover, random checks may be arranged and performed to verify workplace health and safety conditions of personnel by requesting the submittal of certain documents and by access of persons authorized by ENEL on the sites where works and service are underway. It is understood that failure to request an inspection by ENEL shall in no way whatsoever constitute a limitation of the Contractor's responsibility in the event of failure to comply with his obligations in the matter.

#### **42.5. Work sites clause (if applicable)**

42.5.1 In full compliance with all applicable Law on the subject of personal data protection, concerning all the undertakings present in the work site (herein including subcontractors) - and also to the purpose of the inspections specified in the above-mentioned point 42.4. "ENEL Inspection rights" ("random checks") - the Contractor is obligated to produce on the work site location all the documentation that employers are required to hold and update in accordance with applicable regulations, such as, for example:

- single employment ledger with sole reference to the workforce employed in on-site activity, updated as and when new personnel has access to the work site.
- For all non-EU workers, the Contractor must produce their respective residence permit; updated Injury medical care report;

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<sup>18</sup> that is, the subjects specified in art. 35, comma 1 of Legislative Decree July 9, 1997, n. 241, namely the professional supervisor of tax legal assistance centers specified in art. 3, comma 3, letter a) of Presidential Decree July 22, 1998, n. 322.

- hiring notifications, if any;
- single insurance contribution payment certificate (DURC) (if not filed in the official records
- by ENEL as a matter of course) which must be updated monthly;
- documents certifying basic training related to workplace health and safety prevention, completed by personnel employed on the work site;
- documents related to the provisions set out in Legislative Decree 81/2008 concerning Contractor-owned machinery on the work site, the Operational Safety Plan, and the plan for assembly/dismantling of scaffolding.

#### **42.6. Measures to insure compliance**

42.6.1 In the event of non-compliance with the aforementioned obligations described in the above-mentioned points 42.3., 42.4. e 42.5., or in the event of violations emerging from submitted documentation, ENEL is entitled to terminate the Contract pursuant to and by effect of art.1456 of the Italian Civil Code, as well as to take all necessary action to protect its interests.

42.6.2 The Contractor shall bear, by underwriting a specific insurance policy, all those damages for which his employees are not indemnified by I.N.A.I.L. (art. 26, comma 4 Legislative Decree 81/2008); he shall also ensure that similar provisions are included in contracts which may be stipulated with subcontractors.

42.6.3 The Contractor hereby declares under his responsibility that he shall proceed to duly pay all liabilities related to taxes on the income of employees and VAT arising from the contract, and shall also bear responsibility for any omitted payment of said taxes by any assigned subcontractors involved in the works inherent to the Contract.

#### **42.7. Payment**

42.7.1 Enel shall pay the amount due upon the Contractor submitting the documentation set forth in the Contract, including the one provided for in the foregoing items regarding inspections. It is understood that any delays in the submittal of such documentation shall not result in the accrual of interests in favour of the Contractor.

#### **42.8. Subcontract**

42.8.1. The Contractor shall undertake to include in the contracts with subcontractors all obligations set forth in the foregoing paragraphs (from 42.1 to 42.7). In accordance with art. 1381 of the Italian Civil Code, the Contractor shall undertake to comply with such obligations by third-party subcontractors. Upon request by Enel and without prejudice to the provisions of the foregoing paragraph 42.3. (periodic inspection), the Contractor shall commit itself to deliver all documentation appropriate for certifying regular payments and social security contributions of employees working in the subcontracting company, and shall inform Enel regarding any and all objections which may be raised by the Subcontractors' employees. With reference to work sites, the Contractor shall also include in the contract with the sub-Contractor, the power of exercise by Enel of direct inspections on the documentation to be permanently stored on site in accordance with the foregoing paragraph 42.5 (work site clause).

42.8.2 The Contractor shall indemnify and hold harmless Enel against any property claims brought forward by its employees and those working on behalf of the subcontracting company, which may arise out of the non-compliance with contractual, insurance, social security obligations and/or regarding the payment of tax withholdings on employment income and VAT.

## 42.9. Clauses on confidentiality and privacy

42.9.1 Without prejudice to confidentiality obligations set forth in the Contract, the Contractor shall also undertake to:

- use only for the purpose of the compliance with contractual obligations and in accordance with the regulation in force, any information, documents and knowledge that Enel makes available during the Contract execution regarding personal data protection (D. Lgs. 30/6/2003 no. 196);
- return and/or deliver, upon express request by ENEL, on the date when the validity of the Contract ends, all documents that ENEL considers as confidential at its own undisputable opinion, which are provided by itself or which acquired pending this Contract;
- ensure integrity of information and data also by entities responsible for the carrying out of the activities set forth in the Contract, in addition to the enforcement of appropriate logic and physical data safety measures which shall ensure their distribution against destruction, handling, unauthorised access or copying;
- do not disclose or communicate to third parties any information regarding Enel and/or companies subject to its control and coordination, regardless of the way it is collected, either directly or indirectly, for the execution of the contract, without the prior written consent of Enel, except in case of compliance with regulatory of statutory obligations or requests by Italian or foreign authorities<sup>19</sup>, which cannot be objected by a justified refusal, or in case this information is or has become of public domain due to other reasons than contractual breach.

42.9.2 Without prejudice to the provision of the personal data processing clause as set forth in the foregoing art.18 "Personal Data Protection – Information Policy" and a san addition to the latter, Enel informs the Contractor that personal data processing regarding employees of contracting and subcontracting companies (including access control on sites) is carried out only for purposes referred to the execution of the Contract, and applying the statutory regulations regarding fight to tax evasion and illegal labour as well as promotion of safety at work. This data is processed in paper based and automated form.

It is stored for a time period not higher than the necessary one for the purposes it was collected and processed afterwards, taking into consideration the compliance with prescription deadlines, without prejudice to bookkeeping obligations set forth in current and future regulations.

The contracting/subcontracting company shall inform the concerned parties and obtain, where due and/or requested by the company of Enel Group, the necessary consents for the personal data processing for the aforementioned purposes.

42.9.3 In case of any subcontract, the Contractor shall undertake to include in the contracts with the subcontractors any obligations set forth in this paragraph 42.9 "clauses on confidentiality and privacy". The Contractor shall undertake to carried out the above, pursuant to art. 1381 of the Italian Civil Code for the proper and specific compliance with these obligations, by third-party subcontractors.

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<sup>19</sup> In such cases the Contractor shall promptly inform ENEL regarding the information to communicated or disclose to third parties. Confidential obligations shall remain unaffected also after the contractual expiration, also in case of withdrawal or termination of the contractual relationship with ENEL.

## SECTION III – SITE ORGANISATION AND MANAGEMENT

### 43. KNOWLEDGE OF WORK ENVIRONMENT

43.1. In all cases when an inspection is set forth, and then the knowledge of environmental conditions of the places where activities shall be carried out, the Contractor shall expressly declare to:

- be fully aware of the services subject matter of the Contract, the nature of places, the local conditions and any other necessary elements, and to have taken into consideration with regards to any circumstances and risk which may affect the enforcement of the Contract and price determination;
- be aware of the location, accesses and characteristics of the area concerned by works and actions, as well as any environment conditions, with specific reference to specific risks and the relevant safety measures, after Enel having provided any relevant information;
- properly know the places where sites shall be installed and works shall be carried out, as well as health and weather conditions, water regime, the possibility of water supply and materials, access ways, transit possibility, distance of construction sites from inhabited places, availability of transportation means, availability and actual cost of Manpower regardless of official fees, location and condition of appropriate places for any quarries and dumps, and to have also considered the obligations resulting from the carrying out of any works on behalf of Enel, including any further charges.

### 44. PARTICULAR EXPENSES

44.1. The Contractor shall not be entitled to any amounts whatsoever for charges that may result, also inside construction sites and working areas, from the ordinary use and exercise of goods, installations and services belonging to Enel or third parties, or from appurtenances in favour of Enel or third parties, with reference to the presence and maintenance of buildings, objects, roads, water courses, conduits, as well as presence of plants, networks and equipment under construction or operation, including not limited to those regarding:

Production, transformation and transmission of electrical energy, including electrical wires and machineries under voltage of any kind whatsoever;

Transportation and distribution under pressure of gas (methane, GPL or other types), also runny;

Transportation of water under pressure and/or on water surface;

Telecommunication and data transmittal via cable and/or optic fibre;

Of any other type;

also in case that their presence will be ascertained during the works.

### 45. SECURITY

45.1. As from the work delivery date and until the acceptance of the works by Enel, with specific limitation to the commissioned materials for which Enel exercised the right of use, the Contractor shall be responsible for the security of sites, means and works under operation, including any work suspension periods.

45.2. The Contractor shall also be responsible for the storage, custody and use of materials which it shall be used, and in particular those that are provided by Enel as from the date it received them, keeping Enel indemnified from any liabilities whatsoever, also regarding third-party damages. With reference to materials provided by Enel and not used, or dismantled during the execution of the Contract, which shall be returned to Enel, storage obligations shall cease when they are returned to the local places indicated by Enel.

Should it consider appropriate to carry out the safekeeping of sites, warehouses and working areas through guard house service, the Contractor shall abide by the regulations set forth in the applicable legislation.

## **46. WORK SITES AND WORKPLACE REGULATION**

46.1. The Contractor shall keep discipline, cleaning and order in work sites and workplace, and it shall undertake to have all Enel's regulations and provisions respected by its own staff and those by executing companies and subcontractors, taking all necessary measures. The access to work sites and workplace shall be strictly forbidden to all people not involved in the works. Upon justified request by the Contractor, any exception shall be subject to the prior approval by Enel with an express undersigned declaration, and the Contractor shall comply with any provisions. On completion of the works, all areas that were used, including accesses, shall be kept free and well organised by the Contractor.

46.2. In all cases, the Contractor shall be liable to Enel and third parties for the behaviour of the authorised staff.

## **47. WORK SITE LOCATION**

47.1 In arranging work sites, the Contractor shall take into consideration the nature of the works and all elements resulting from environment conditions. The work site placement shall be subject to the prior approval by Enel, and this shall not result in any liabilities toward Enel.

47.2. In case that during the activities, Enel requests the transfer of site installations and/or provisional works for which the Contractor is responsible, the latter shall implement this instruction and shall be entitled the compensation of any incurred and documented costs, unless the reason for transfer is attributable to itself.

## **48. ACCESS TO WORK SITES AND WORKPLACES**

48.1. Any obligations and charges for the construction of access to sites and workplaces, as well as planning, installation, construction, adjustment and maintenance in good operation of appropriate site plants and provisional works that are necessary for the carrying out of works and actions shall be borne by the Contractor.

48.2. The accesses, even those built or prepared by the Contractor, can be used free-of-charge also by Enel or third parties authorised by Enel on any basis whatsoever.

48.3. The Contractor shall be liable for and incur anything necessary for ensuring and keeping access and safety of public and private roads used for the execution of works or actions. In doing so, the Contractor shall comply with any regulations and prescriptions by competent authorities or owners, with specific reference to load limitations, storage and good operation of roads and concerned areas, and it shall undertake to incur the relevant charges.

48.4. The Contractor shall not be entitled to any compensations whatsoever in case that during works or actions it shall make a quality and/or quantity amendment or replacement of work sites and workplaces compared with its own starting schedule.

## **49. SIGNS ON WORKSITE**

49.1. The Contractor and any subcontractors/sub-assignees shall implement signalling in worksites by using site signs being compliant with the instructions given by Enel. The Contractor and any subcontractors/sub-assignees shall install, the safety and danger signs set forth by the current regulations regarding hygiene, safety at work and road traffic. Such elements

shall be well visible and be in force for the entire duration of the works, the Contractor shall arrange and incur costs for the signs according to a reasonable quantity.

## **50. TRANSPORTATION, STORAGE AND STOCKPILING**

50.1. The Contractor shall carry out site transportation, including all loading and unloading operations, storage and stockpiling in worksites of all materials, equipment and machineries being necessary for the execution of the tendered works, also when they are directly supply by Enel for this purpose. The Contractor shall accordingly be obliged to prepare any necessary free spaces, storage areas and warehouse, to be maintained and operated in order to ensure perfect storage of materials and equipment, being separated according to their qualities. It shall also incur any transfers and transportations of the aforementioned materials, equipment and machineries which may be necessary during the execution of the works.

50.2. The Contractor shall undertake to carry out any transfers requested by Enel. The Contractor shall be liable for any shortage of anything provided by Enel, as well as deterioration or fall in case these are due to the Contractor even on a fault basis.

50.3. The entrance and exit of anything that is supplied by Enel from such storage areas and warehouses are governed by instructions given by Enel.

## **51. CLEARANCE OF WORK SITES**

51.1. During the period between the work completion date and the work handover by Enel, the Contractor shall start the procedures for closing the site, according to a schedule agreed in advance with Enel, demolishing provisional works, transporting of wastes to dumping sites, leaving the used areas free and well-arranged in order to avoid damages to objects and people.

**ATTACHMENTS ON MASSIVE INSPECTION**

**ATTACHMENT B1**

No.	Name and Surname <sup>(§)</sup>	Taxpayer's code	Percentage of time dedicated to the tender	Employment contract type <sup>(^)</sup>	Employers	Placement and qualification	CCNL [National Employment Agreement]	Appointment date	INPS corporate number or other	Territorial Insurance Position (P.A.T. ) INAIL	Variation (□) I (In) O (Out)	Variation date

Total employees:

The following documentation is attached:

- copy of the abstract from the sole register (LUL) according to the current regulation (to be referred only to personal data, excluding retribution and attendance data), being undersigned by the company's corporate representative;
- copy of the prior obligatory online communication (Obligatory Communication UniLAV) or copy of the report to INPS/INAIL and Special Construction Workers' Funds regarding the commencement of the employment relationship; in the case of seconded workers, copies of letters of detachment and copy of the mandatory notice telematics for the detachment; in case of temporary workers, a copy of the contract of the temporary workers.

- **if not already acquired by Enel's office**, single insurance contribution payment (so-called DURC), which is issued by Inps, Inail and any other social security funds according to the relevant competences;
- declaration of the average yearly employees, according to qualifications and declarations regarding the collective employment agreement entered into by trade unions being more representative, which is applied to salaried employees.<sup>(%)</sup>

Date: \_\_\_\_\_

(Contractor/sub Contractor signature)

\_\_\_\_\_

<sup>(§)</sup>In case that extra-EU employees are employees on a consignment basis, also the necessary documentation requested by the law shall be submitted, which shall certify the compliance with the requirements required for the exercise of work activities in Italy (e.g. work permit, authorisation, etc)

<sup>(^)</sup>In case of use of other contractual forms different than employment contracts, the Contractor shall specify the contract type (e.g. secondment, employment agency, project collaboration, etc) , effective date and duration. In case that the Contractor is not the employer, it shall be necessary to indicate the employer of the used employee, and it must be specified if the employment is made on a secondment, employment agency basis, and an evidence thereof shall be given in the completion of the further items of the table ( to be completed with reference to the employer)

<sup>(°)</sup>To be completed in case of following changes of the employees working within the framework of the contract: please write "I" for employees included as responsible for the contract (and not included in the initial or subsequent list) or "U" for employees that came out (included in the initial or subsequent list, but who are not longer responsible for the contract), specifying the effective date of the change in the following column.

<sup>(%)</sup>Such delivery is requested only for works included within the scope of Title IV (temporary or mobile sites) of D.lgs no. 81/2008, in accordance with the provisions of art. 90 of the aforementioned D.lgs. ("statement of the average yearly workforce subdivided by qualification, being accompanied by the details of the employees' reports submitted to INPS, INAIL, and Special Construction Workers' Funds, as well as a statement regarding the collective agreement entered into by the most representative Unions which apply to employees").



**ATTACHMENT C1****STATUTORY DECLARATION****(Art. 2 and 47 D.P.R. 28th December 2000, no. 445)**

I the undersigned , born in , on , taxpayer's code , legal representative of , with registered office in as Contractor/sub-Contractor in the Contract of(:) , entered into with, on \_\_\_\_\_, being aware of criminal sanction in case of false declarations or formation or use of false documents, as set forth in art. 76 of Italian Presidential Decree dated 28<sup>th</sup> December 2000, no. 445(+).

Hereby STATE

To have correctly paid retribution and social security and insurance contributions, the provisions for employee termination indemnities (even if it may be allocated to complementary pension funds, as decided by the employee), tax withholdings on employment income with reference to the entities listed below which are committed in the execution of the aforementioned Contract taking into consideration the period as from (dd/mm/yyyy) ...until ...(dd/mm/yyyy)(\*).

reference month and year...(mm/yyyy)(^)

Name and surname of employee working in	Taxpayer's Code	Monthly gross retribution amount	Social Security Contribution amount	Due insurance contribution amounts (&)	Provisions for employee termination indemnities	IRPEF withholding amount
<b>Total</b>						

reference month and year...(mm/yyyy)

n...

List of payments with models F24 ( to be attached)

DD / MM / YY	Amount	Debt receipt ___/___/_____	€	no.	dated
DD / MM / YY	Amount	Debt receipt ___/___/_____	€	no.	dated

The insurance contributions certified in the Durc is also referred to entities working with the work execution or the assigned service.

Date:

(signature of the Contractor/sub-Contractor legal representative)

Please attach a photocopy of a valid identity document

<sup>(c)</sup> Please include contract identification protocol

<sup>(+)</sup> Art. 76, paragraph 1 and 2, DPR dated 28th December 2000, no. 445: "1. Anyone who issues false declarations , prepares false documents or uses them in the cases set forth in the Consolidated Text is subject to the sanctions of the Criminal Law and the relevant special laws. 2 The submittal of a document including data which are not true shall be considered as use of false documents."

<sup>(\*)</sup> The execution period referred to the contract regarding months before the month when the payment term for the compensation / instalment of contract shall be included. In case of final settlement the statement shall also refer to the last month when the tender is executed.

<sup>(^)</sup> The chart shall be completed with reference to retributions of the months set forth in the reference period.

<sup>(&)</sup> INAIL contribution reserved on any month for all employees shall be indicated, which shall be paid during the self-assessment phase.

#### Personal Data Processing

In accordance with the current personal data protection legislation, we hereby inform that the data supplied shall be processed by Enel/Contractor in accordance with the Contract /subcontract and for the purposes set forth therein. In accordance with the aforesaid regulation, you are entitled to access your data asking Enel / Contractor correction or integration thereof, otherwise Withdrawal or blockage as the case may be.

**ATTACHMENT D1 (AS AN ALTERNATIVE TO THE C1)****PROFESSIONAL'S AFFIDAVIT**

I the undersigned , born in , on , Taxpayer's code  
 , resident in , address no. \_\_\_ ZIP code \_\_\_

Being responsible for tax assistance of the centre.....as set forth in art. 35, paragraph 1, D.lgs 9<sup>th</sup> July 1997, n.241, located \_\_\_\_\_

Authorised to exercise his/her profession as provided for in art. 3, paragraph 3 , item a) of Italian Presidential Decree no. 322 dated 22th July 1998, as registered to the \_\_\_ Roll / Order of Province of \_\_\_\_\_ under no. \_\_, or Section A/Section B of Roll no...., with office in \_\_\_\_\_

With reference to the Contract / sub-contract(;) \_\_\_\_\_ entered into on \_\_\_\_\_, between Enel/Contractor and the Contractor/sub-Contractor hereby \_\_\_\_\_  
 STATE

that the Contractor/sub-Contractor has paid retributions and social security and insurance contributions, the provisions for employee termination indemnities (even if it may be allocated to complementary pension funds, as decided by the employee), tax withholdings on employment income with reference to the entities listed below which are committed in the execution of the aforementioned Contract taking into consideration the period as from (dd/mm/yyyy) ...until ...(dd/mm/yyyy)(\*)  
 reference month and year...(mm/yyyy)(^)

Name and surname of employee working in	Taxpayer's Code	Monthly gross retribution amount	Social Security Contribution amount	Due insurance contribution amounts (&)	Provisions for employee termination indemnities	IRPEF withholding amount
Total						

reference month and year...(mm/yyyy)

n...

List of payments with models F24 ( to be attached) DD / MM / YY      Amount      Debt receipt  
 \_\_\_/\_\_\_/\_\_\_      €      no. dated  
 DD / MM / YY      Amount      Debt receipt \_\_\_/\_\_\_/\_\_\_      €      no. dated

[Stamp and signature of the professional]

(;)Please include contract identification protocol

(\*)The execution period referred to the contract regarding months before the month when the payment term for the compensation / instalment of contract shall be included. In case of final settlement the statement shall also refer to the last month when the tender is executed.

(^The chart shall be completed with reference to retributions of the months set forth in the reference period.

(&)INAIL contribution reserved on any month for all employees shall be indicated, which shall be paid during the self-assessment phase.

## **TECHNICAL ATTACHMENT**

### **1. CONNECTION OF IT PLATFORM OF JOINT LIABILITY SYSTEM**

The supply of documents regarding Joint Liability is carried out with the use of an IT platform names SRS (Joint Liability System).

Such IT platform is the interaction point between third-party Contractor and Enel unit which works with the inspections regarding Joint Liability. Therefore it enables the Contractor to upload the documents that it must deliver to Enel and receive return information regarding inspection phase. The constant attention to the continuous process improvement, aimed at the achievement of a better synergy between Enel and the third party Contractor resulted in the choice of making available for the Contractor the access to the web-based management system.

With reference to the access to the system, registration on the gateway shall be made, and then the use of application shall be authorised as better specified below.

#### **1.1 ACCESS TO THE SRS APPLICATION**

Access credentials to the SRS system shall be communicated by Enel through the registration credentials to the SRS system through the web portal (<https://www.enel.intesa.it/ENELRS>) are reported in a specific document (SRS\_Contractor User Manual), which can be downloaded from the gateway at the first connection to the system. As an integration to the manual a Contractor's Guide will be available on the gateway, which is based on the substantial and operating aspects.

The two documents (Manual and Contractor's Guide) inform in a complete way regarding the operating issues for which the third-party Contractor is responsible; as functions are very straightforward, there are not training courses for the use of the SRS system.

Enel shall make available two e-mail box, to which messages shall be sent for any problems regarding access (technical support box) and use of functions (application support box).

#### **1.2 IT DEVICES**

For a correct use of the application with a good performance, the Contractor shall have workplaces with the following minimum requirements:

x86 compatible PC (32 or 64 bit) with a minimum memory of 1 GB RAM

Browser: Microsoft Internet Explorer with version 6 or following or Mozilla Firefox with version 7 or following

Fast internet connection (ADSL)

Before the issuance of the authorisation to operate on the SRS system, IT devices may be inspected by Enel qualified staff.

#### **1.3 DIGITAL ELECTRONIC SIGNATURE**

As all documents to be sent to Enel through the SRS gateway must have a digital signature, the third-party Contractor shall have a digital signature.

Electronic signature kits can be purchased at an accredited certifier; for further information please see the website of the corporate body for digitalisation of Public Administration, on the following pages:

<http://www.digitpa.gov.it/firma-digitale-certificatori-accreditati>

<http://www.digitpa.gov.it/firma-elettronica/liste-certificati>

#### **1.4 ECONOMIC CHARGES TO BE INCURRED BY THE CONTRACTOR**

The acquisition of equipment for IT workplace shall be fully incurred by the Contractor. The latter shall also incur any charges for the device configuration in addition to ADSL service fee for web-based access to the SRS application.

In case that Enel action will be necessary for the proper operation of IT devices (e.g. for the installation of software or patch), the Contractor shall undertake to cooperate with Enel in the execution of the due configuration / installation operations.

#### **1.5 ECONOMIC EXPENSES TO BE PAID BY ENEL**

Any charges for the acquisition of use license of application software and technical and application assistance shall be borne by Enel.

**ATTACHMENT LAW NO 134/2012**

**ATTACHMENT 1 ANNEX ITALIA****(EX LEGGE 134/2012 as modified by D.L. n. 69 from June 21, 2013 so-called "Decreto del Fare")****Fac simile of affidavit document  
(model for the Contractor)****Professional's affidavit**

I the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_,  
 Taxpayer's code, resident in \_\_\_\_\_, [Address] \_\_\_\_\_ no. \_\_\_\_ ZIP code \_\_\_\_\_,  
 being responsible for tax assistance of the centre \_\_\_\_\_ as set forth in art. 35, paragraph 1, D.lgs 9<sup>th</sup>  
 July 1997, n. 241, located in \_\_\_\_\_ authorised to exercise his/her profession as provided for in art. 3,  
 paragraph 3, item a) of Italian Presidential Decree no. 322 dated 22th July 1998, as registered to the \_\_\_\_  
 \_\_\_\_\_ Roll / Order of Province of \_\_\_\_\_ under no. \_\_\_\_\_, or Section A/Section B of Roll n. \_\_\_\_\_, with  
 office in \_\_\_\_\_ with reference to the aforementioned Contract/Contracts between Enel \_\_\_\_\_ and  
 the Contractor \_\_\_\_\_ hereby

**STATES PURSUANT TO LAW NO. 134/2012**

that the Society....., VAT ..... **Contractor**, has made payments to the tax authorities of withholding  
 tax on income from employment, **due by the date of payment of the amount**, due in relation to the services  
 running the following contracts:

Contract \_\_\_\_\_ from \_\_\_\_\_

In particular, in relation to the performances of employment used for that contract, the relevant withholding tax on  
 income from employment, are referred to the following periods:

- Month (Example 02 2013)
- Month (Example 03 2013)
- Month (Example 04 2013)
- .....

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

.....  
 Note: (Replicate the words above as many times as the number of months indicated above, in order to request the details of the  
 F24 in respect of each month).

(1) Indicate the date and number of the protocol issued by the electronic payment system used (Entratel, Fisconline, home  
 banking and remote banking).

These payments include the withholding tax on income from employment related to the contract subject of this declaration, whose terms of payment shall be due at the date of payment;

or

There were operated in the month..... of the year ..... and have not been paid, they are not yet expired by law.

or

For the month..... of the year ..... in relation to the execution of that contract, there were not used the employee performances

or

In connection with the execution of that contract , there was not used yet, the performances of an employee.

Declares to be informed, pursuant article 13 of L. Decree n. 196/2003, that the personal data collected, will be treated, including by informatical tools, exclusively for the proceedings to which this statement is made.

Date \_\_\_\_\_

stamp and signature of the Professional

**ATTACHMENT 2 ANNEX ITALIA****(EX LEGGE 134/2012 as modified by D.L. n. 69 from June 21, 2013 so-called "Decreto del Fare")****Fac simile of affidavit document  
(model for the Sub-Contractor)****Professional's affidavit**

I the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_,  
 Taxpayer's code, resident in \_\_\_\_\_, [Address] \_\_\_\_\_ no. \_\_\_\_ ZIP code \_\_\_\_\_,  
 being responsible for tax assistance of the centre \_\_\_\_\_ as set forth in art. 35, paragraph 1, D.lgs 9<sup>th</sup>  
 July 1997, n. 241, located in \_\_\_\_\_ authorised to exercise his/her profession as provided for in art. 3,  
 paragraph 3, item a) of Italian Presidential Decree no. 322 dated 22th July 1998, as registered to the \_\_\_\_  
 \_\_\_\_\_ Roll / Order of Province of \_\_\_\_\_ under no. \_\_\_\_\_, or Section A/Section B of Roll n. \_\_\_\_\_, with  
 office in \_\_\_\_\_ with reference to the aforementioned Contract/Contracts between Enel \_\_\_\_\_ and  
 the Contractor \_\_\_\_\_ hereby

**STATES PURSUANT TO LAW NO. 134/2012**

that the Society....., VAT ..... **Subcontractor**, has made payments to the tax authorities of  
 withholding tax on income from employment, **due by the date of payment of the amount**, due in relation to the  
 services running the following subcontracts:

Contract \_\_\_\_\_ from \_\_\_\_\_

In particular, in relation to the performances of employment used for that contract, the relevant withholding tax on  
 income from employment, are referred to the following periods:

- Month (Example 02 2013)
- Month (Example 03 2013)
- Month (Example 04 2013)
- .....

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal  
 to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (1)

.....  
 Note: (Replicate the words above as many times as the number of months indicated above, in order to request the details of the  
 F24 in respect of each month).

(1) Indicate the date and number of the protocol issued by the electronic payment system used (Entratel, Fisconline, home  
 banking and remote banking).

These payments include the withholding tax on income from employment related to the contract subject of this declaration, whose terms of payment shall be due at the date of payment;

or

There were operated in the month..... of the year ..... and have not been paid, they are not yet expired by law.

or

For the month..... of the year .....in relation to the execution of that contract, there were not used the employee performances

or

In connection with the execution of that contract , there was not used yet, the performances of an employee.

Declares to be informed, pursuant article 13 of L. Decree n. 196/2003, that the personal data collected, will be treated, including by informatical tools, exclusively for the proceedings to which this statement is made.

Date \_\_\_\_\_

stamp and signature of the Professional



**ATTACHMENT 3 ANNEX ITALIA****(EX LEGGE 134/2012 as modified by D.L. n. 69 from june 21, 2013 so-called "Decreto del Fare")****FAC SIMILE OF AFFIDAVIT DOCUMENT  
(Presidential Decree 28<sup>th</sup> December 2000, no.445)**

I, the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, Fiscal code \_\_\_\_\_, resident in \_\_\_\_\_, Street [Address] \_\_\_\_\_ no. \_\_\_\_\_ ZIP code \_\_\_\_\_, as Legal Representative of the Society \_\_\_\_\_, headquartered in \_\_\_\_\_, Street [Address] \_\_\_\_\_ no. \_\_\_\_\_ fiscal code/VAT \_\_\_\_\_,

being aware of criminal sanction in case of false declarations or formation or use of false documents, as set forth in art. 76 of Italian Presidential Decree dated 28<sup>th</sup> December 2000, no. 445

**DECLARE THAT**

At the date of<sup>1</sup> ..... has complied with the payment of withholding tax on income from employment in relation to the contract (/ subcontract) ..... xxxxx. of goods or services, concluded with the Company ..... headquartered in ..... (.....), Street [Address] \_\_\_\_\_ no. \_\_\_\_\_ fiscal code/VAT \_\_\_\_\_,

In particular, in relation to the performances of employment used for the contract 84xxxx, the relevant withholding tax on income from employment, are referred to the following periods:

- Month (Example 02 2013)
- Month (Example 03 2013)
- Month (Example 04 2013)
- .....

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (2)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (2)

Relatively to month xx of 2013, the deductions (after deduction of any euro XXXXX) were paid in an amount equal to EUR XXXXXXXX by mod. F24 presented in the date of ..... n. protocol ..... (2)

.....

<sup>1</sup> The declaration must be made with successive date after the expiry of the deadline for tax payments related to the reference month

(2) Indicate the date and number of the protocol issued by the electronic payment system used (Entratel, Fisconline, home banking and remote banking).

These payments include the withholding tax on income from employment related to the contract subject of this declaration, whose terms of payment shall be due at the date of payment;

or

There were operated in the month..... of the year ..... and have not been paid, they are not yet expired by law.

or

For the month..... of the year ..... in relation to the execution of that contract, there were not used the employee performances

or

In connection with the execution of that contract , there was not used yet, the performances of an employee.

Declares to be informed, pursuant article 13 of L. Decree n. 196/2003, that the personal data collected, will be treated, including by informatical tools, exclusively for the proceedings to which this statement is made.

Date and Place

Stamp and Signature

**N.B. The signature of the owner or legal representative must be accompanied by a photocopy, not authenticated, of an identity document of the subscriber (front / back)**

**ATTACHMENT ETHICAL CALUSES**

**ATTACHMENT 4 ANNEX ITALIA****TO THE DECLARATION REGARDING CONFLICT OF INTEREST<sup>1</sup> (LEGAL PERSON)**

The Company:.....

as represented by its legal representative:

.....

being aware that:

- Enel Group has implemented an Ethics Code and an Organisation Model pursuant to Legislative Decree no. 231/2001 and adopted the Zero Tolerance of Corruption Plan;
- such documents express commitments and ethical responsibilities of Enel group in the carrying out and management of relationships, and comply with the need of ensuring correctness and transparency conditions within the framework of the carrying out of corporate activities and relationships with third parties;
- Enel group aims at ensuring the utmost correctness, transparency and the complete traceability of the several purchase processes and the entities it is responsible for

and that a false declaration may result in Enel's right to terminate the Contract and claim damage compensation

**DECLARES**

1. that from the analysis of the composition of the share holding structure, its corporate bodies and any parent companies (including Trust companies and their beneficial owners), as well as any other data available to the Company<sup>2</sup>

**There are/there are not<sup>3</sup> :**

- a) People covering senior management positions inside the Group's Companies (Directors, Executives with strategies responsibilities) or Auditors;
- b) People/bodies subject to the control of companies belonging to the Enel group;
- c) with reference to entities/people set forth in point a) and b), non-separated spouse, direct second-degree relative, cohabitee, spouse' or cohabitee's children, dependant family members being relatives or relatives-in-law.

1. That the Managing Director (in case of SpA [Joint-stock companies]) / the Directors (in case of Srl [Limited Liability Companies]) / the associates (in case of partnerships) / entities with strategic liabilities inside the organisation structure (in all other cases) and/or its family members (non-separated spouses, first-degree relatives / relatives in law)

<sup>1</sup> Public bodies, companies listed on the stock market, bank institutions and companies controlled by the latter are not obliged to issue this statement.

<sup>2</sup> Any information released pursuant to this provision is acquired in accordance with the personal data protection regulation, based on inspections dating back to legal people owning single corporate stakes / shareholdings of the aforementioned company, as well as any other companies (even Trust Companies and their beneficial owners) who exercise the direct control over the declarant company.

<sup>3</sup> Please bar the non-concerned item. In case of even one of the aforementioned situations, please report the relevant detail information in the attached statement (item A). Enel shall carry out the necessary inspections for the purposes of this statement.

**did not cover / covered <sup>4</sup>**

during the last 36 months (24 months in case of family members) the office as "authentication officer" or "public official" for activities which involved, also indirectly, any companies of the Enel Group (issuance of licenses, controls of any nature, etc.).

The undersigned Company shall undertake to promptly inform Enel regarding any changes from the information transmitted with this declaration. Furthermore Being aware that Enel can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,

Date, .....

Company's Stamp

Signature of the Legal Representative

**Personal Data Processing: policy and consent.**

In accordance with the current personal data protection regulation, Enel informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and **illegal behaviours**, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the **TZC plan** adopted by Enel Group. You are entitled to access your data requesting for Enel correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

**N.B. The signature of the owner or legal representative shall be accompanied, under penalty of exclusion, by a non-authenticated identity document of the underwriter (printer on both sides)**

.....

<sup>4</sup>Please bar the item that is not concerned. In case of even one of the aforementioned situation, please report the relevant detail information in the attached statement (item B). Enel shall carry out the necessary inspections for the purposes of this statement

**A. ATTACHMENT TO THE STATEMENT REGARDING CONFLICT OF INTEREST (LEGAL PERSON)**

The Company .....  
 Represented by its legal representative .....  
 declares that from the analysis of the composition of the shareholding structure, its corporate bodies and any parent companies (**including Trust companies**), as well as any data available to the company, based on inspections **dating back to individuals** owning their single corporate stakes / shareholdings:

[Name] ..... [Surname] .....  
 Born in ..... on ..... Taxpayer's Code  
 Resident in ..... [Address].....  
 Works in the Company as .....

Within the framework of Enel group he acts in the capacity as:

- Director of the Company ..... belonging to Enel Group
- Executive having strategic responsibilities (please specify the concerned office) ..... of the Company ..... belonging to Enel Group.
- Employee of the Department (please specify the concerned office) acting as [Role / Qualification] of the Company ..... belonging to the Enel Group
- Auditor of the company ..... of Enel Group
- Relative / Relative-in-law within the second-degree of relativity/relativity-in-law /non-separated spouse /cohabitee/ spouse's or cohabitee's children/ dependant person being relative or relative-in-law with:  
 Name ..... Surname .....  
 Working for the Company ..... of Enel Group with role / qualification .....

In witness whereof, Place and date, ..... (Full and legible signature)

The undersigned Company hereby specifies that this declaration is released according to information acquired pursuant to the current regulation on personal data protection, **based on inspections dating back to individual owning the single corporate stakes / shareholdings**. The undersigned Company shall undertake to promptly inform Enel regarding any changes from the information transmitted with this declaration. Furthermore Being aware that Enel can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,  
 Date, .....

(Full and legible signature)

**Personal Data Processing: policy and consent.**

In accordance with the current personal data protection regulation, Enel informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by Enel Group. You are entitled to access your data requesting for Enel correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

**N.B. The signature of the owner or legal representative shall be accompanied, under penalty of exclusion, by a non-authenticated identity document of the underwriter (printer on both sides)**

**B. ATTACHMENT TO THE DECLARATION OF CONFLICT OF INTEREST (LEGAL PERSON)**

The Company .....  
 Herein represented by its legal representative ..... declares that:

Mr. [Name].....Surname .....  
 Born in ..... on ..... taxpayer's code.....  
 Resident in ..... [Address].....  
 Works in the Company as .....

- a) ACTED in the capacity as "**authentication officer**" (pursuant to art. 357<sup>5</sup> Criminal Code) or "**public official**" (art. 358<sup>6</sup> Criminal Code), during the foregoing 36 at:

..... qualification:.....  
 (Body/Institution)  
 ..... (.....) from..... to  
 (Place) (Province)

And in such capacity, DURING THE LAST 3 YEARS OF OFFICE:

1. DID not have relationships with Enel Group;
2. HAD relationships with Enel Group, AND DID NOT exercise authority or negotiation powers having as addresses companies belonging to Enel Group:.....  
 (Enel Company)  
 Due to the following reasons: .....
3. HAD relationships with Enel Group, AND exercised authority or negotiation powers having as addresses companies belonging to Enel Group:.....  
 (Enel Company)  
 Due to the following reasons: .....

- b) Has one of his/her **family members** (non-separated spouse, direct first-degree relative / relative-in-law)

Mr. [Name] .....Surname .....  
 Born in ..... on ..... taxpayer's code.....  
 Resident in ..... [Address].....

ACTED in the capacity as "**authentication officer**" or "**public official**" during the foregoing 24 months at:

..... qualification:.....  
 (Body/Institution)  
 ..... (.....) from..... to  
 (Place) (Province)

And in such capacity HAD relationships with the Enel Group:

..... Due to the following reasons:.....  
 (Enel Company)

5 **Art. 357 Criminal Code:** "For the purposes of Criminal Law, authentication officers are those who hold a public legislative, judicial or administrative office. To the same effects, a public office is considered an administrative office governed by public law regulations and authorisation deeds, and being characterised by the public administration's will or its carrying out by using authorisation or certifying powers."

6 **Art. 358 Criminal Code:** "For the purposes of Criminal Law, public officials are those who on whichever basis provided a public service. Public service shall mean any activities governed by the same regulations as public office, but characterised by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works."

The undersigned Company specifies that this declaration is based on the information obtained pursuant to the Law of protection of personal data, and it shall undertake to promptly inform Enel regarding any changes from the information transmitted with this declaration. Furthermore Being aware that Enel can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,  
Date, .....

(Full and legible signature)

**Personal Data Processing: policy and consent.**

In accordance with the current personal data protection regulation, Enel informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by Enel Group. You are entitled to access your data requesting for Enel correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

**Note: the signature of the owner or legal representative shall be accompanied by a non-authenticated photocopy of an identity document of the underwriter printed on both sides**



**ATTACHMENT 5 ANNEX ITALIA****DECLARATION OF CONFLICT OF INTEREST (INDIVIDUAL)**

I the undersigned .....

being aware that:

- Enel Group has implemented an Ethics Code and an Organisation Model pursuant to Legislative Decree no. 231/2001 and adopted the Zero Tolerance of Corruption Plan;
- such documents express commitments and ethical responsibilities of Enel group in the carrying out and management of relationships, and comply with the need of ensuring correctness and transparency conditions within the framework of the carrying out of corporate activities and relationships with third parties;
- Enel group aims at ensuring the utmost correctness, transparency and the complete traceability of the several purchase processes and the entities it is responsible for

And that a false declaration may result in Enel's right to terminate the Contract and claim damage compensation

**DECLARES**

- 1. To not cover/to cover**<sup>1</sup> senior management positions inside the Group's Companies (Directors, Executives with strategies responsibilities), employees of such Companies or Group's Statutory Auditor;
- 2. Not to have/ to have**<sup>1</sup> – within the Group's companies – direct second-degree relatives / non-separated spouse/ cohabitees / spouse' or cohabitee's children/ dependant family members being relatives or relatives-in-law.
- 3. Not to have covered / to have covered**<sup>1</sup> the last 36 months the office as "authentication officer" or "public official" for activities which involved, also indirectly, any companies of the Enel Group (issuance of licenses, controls of any nature, etc.). Likewise, to the best of my knowledge, these offices were not covered during the last 24 months from my own family members (non-separated spouse, direct first-degree relatives / relatives-in-law).

In case of even one of the situations listed in points 1 and 2, the declarant shall report to Enel the attached declaration.

Enel reserves the right to carry out the necessary inspections based on the statements received.

This undersigned shall undertake to promptly communicate to Enel any changes from the information transmitted with this declaration. Being aware that Enel can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation.

In witness whereof

Date

Stamp

Signature

<sup>1</sup> Please bar the non-concerned item

---

The undersigned specifies that this statement is made based on information acquired in accordance with the personal data protection regulation, and any changes from the information transmitted with this declaration shall be promptly notified to Enel. Being aware that Enel can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation.

In witness whereof,

Date, .....

(Full and legible signature)

**Personal Data Processing: policy and consent.**

In accordance with the current personal data protection regulation, Enel informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by Enel Group. You are entitled to access your data requesting for Enel correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

**N.B. The signature of the owner or legal representative shall be accompanied by a non-authenticated photocopy of an identity document of the underwriter printed on both sides**

**ATTACHMENT TO THE DECLARATION OF CONFLICT OF INTEREST (INDIVIDUAL)****With reference to point 1:**

- Director of the Company ..... belonging to Enel Group
- Executive having strategic responsibilities (please specify the concerned office) ..... of the Company ..... belonging to Enel Group.
- Employee of the Department (please specify the concerned office) acting as [Role / Qualification] ..... of the Company ..... belonging to the Enel Group
- Statutory Auditor of the company ..... of Enel Group

**With reference to point 2:**

Relative / Relative-in-law within the second-degree of relativity/relativity-in-law /non-separated spouse /cohabitee/ spouse's or cohabitee's children/ dependant person being relative or relative-in-law with:  
 Name ..... Surname .....  
 Working for the Company ..... of Enel Group  
 role / qualification .....

Enel reserves the right to carry out the necessary inspections based on the statements received.

**With reference to point 3:**

- c) ACTED in the capacity as "**authentication officer**" (pursuant to art. 357<sup>2</sup> Criminal Code) or "**public official**" (art. 358<sup>3</sup> Criminal Code), during the foregoing 36 months at:

qualification:

Body / Institution)

\_\_\_\_\_ ( \_\_\_\_\_ ) from \_\_\_\_\_ to \_\_\_\_\_  
 (Place) (province)

And in such capacity, DURING THE LAST 3 YEARS OF OFFICE:

- a) DID not have relationships with Enel Group;
- b) HAD relationships with Enel Group, AND DID NOT exercise authority or negotiation powers having as addresses companies belonging to Enel Group:

(Enel Company)

Due to the following reasons: \_\_\_\_\_

- c) HAD relationships with Enel Group, AND exercised authority or negotiation powers having as addresses companies belonging to Enel Group:

(Enel Company)

due to the following reasons:

**2 Art. 357 Criminal Law:** "For the purposes of Criminal Law, authentication officers are those who hold a public legislative, judicial or administrative office. To the same effects, a public office is considered an administrative office governed by public law regulations and authorisation deeds, and being characterised by the public administration's will or its carrying out by using authorisation or certifying powers."

**3 Art. 358 Criminal Law:** "For the purposes of Criminal Law, public officials are those who on whichever basis provided a public service. Public service shall mean any activities governed by the same regulations as public office, but characterised by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works."

d) a member of **my family** (non-separated spouse, direct first-degree relative)

Mr..... Surname.....

Born in ..... on ..... Taxpayer's Code.....

Resident in ..... [Address].....

ACTED IN THE CAPACITY as "authentication officer" or "public official" during the foregoing 24 months as:

qualification:

(Body / Institution)

\_\_\_\_\_ ( \_\_\_\_\_ ) from \_\_\_\_\_ to

(Place)

(province)

And he/she had relationships with Enel Group in this capacity:

(Enel Group)

Due to the following reasons: \_\_\_\_\_

This statement is made based on information acquired in accordance with the personal data protection regulation, and any changes from the information transmitted with this declaration shall be promptly notified to Enel. Being aware that Enel can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation. In witness whereof,

Date, .....

(Full and Legible Signature)

**Personal Data Processing: policy and consent.**

In accordance with the current personal data protection regulation, Enel informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by Enel Group. You are entitled to access your data requesting for Enel correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and Legible Signature)

**ATTACHMENT 6 ANNEX ITALIA**

Party's special statement "D" "Crimes against Individuals"

**HUMAN RIGHT STATEMENT (Legal Person)**

The company....., being represented by its legal representative, being aware that a false statement may result in Enel's right to terminate the Contract and claim damage compensation, hereby

declares

**to have been / not to have been** (please bar the item that is not concerned) inspected during the last 5 years in judicial proceedings regarding the following crimes against individuals: slavery, subjugation, minor prostitution, minor pornography, keeping of pornographic materials, touristic initiatives aimed at exploiting minor prostitution, people's traffic, purchase and alienation of slaves.

The undersigned company undertakes to promptly inform Enel regarding any variations from the information transmitted with this statement. Being aware that Enel can request at any time the contents of this statement, I also undertake from now on to provide a valid documentation.

In witness whereof,

Date, .....

Company Stamp

Signature of the Legal Representative

**ATTACHMENT 7 ANNEX ITALIA**

Party's special statement "D" "Crimes against Individuals"

**HUMAN RIGHT STATEMENT (Individual)**

I the undersigned.....being aware that a false statement may result in Enel's right to terminate the Contract and claim damage compensation,

declare:

to have been / not to have been (please bar the item that is not concerned) inspected during the last 5 years in judicial proceedings regarding the following crimes against individuals: slavery, subjugation, minor prostitution, minor pornography, keeping of pornographic materials, touristic initiatives aimed at exploiting minor prostitution, people's traffic, purchase and alienation of slaves.

I the undersigned undertake to promptly inform Enel regarding any variations from the information transmitted with this statement. Being aware that Enel can request at any time the contents of this statement, I also undertake from now on to provide a valid documentation.

In witness whereof,

Date.....

Stamp

Signature

**SAFETY ATTACHMENTS – USE OF ENEL IT SYSTEMS**

**ATTACHMENT 8 ANNEX ITALIA**

**CONFIDENTIALITY STATEMENT**

**CONTRACT NO.** ..... **DATED** .....

**SUBJECT:** .....

I the undersigned:

(name and surname of the declarant)

Individual (bar only if the Contract in question is not assigned to a Company)

(to be completed only if the relevant contract is assigned to a Company)

Owner of

Legal Representative



of \_\_\_\_\_

(Company's Name / Business Purpose)

**DECLARE:**

> that the list of all those that with reference to the relevant Contract will entitled to access Enel premises and/or have access to and process data and information belonging to Enel group is as follows:

1) Mr. ....  
(Surname and Name)

2) Mr. ....  
(Surname and Name)

> that any of the aforementioned people undersigned the specific individual confidentiality clause attached to this statement;

> that the contact person who is assigned the responsibility to constantly maintain the aforementioned list is

Mr. \_\_\_\_\_ E-mail \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

The Declarant

.....

(Stamp and Signature)



## INDIVIDUAL CONFIDENTIALITY DECLARATION

**CONTRACT NO.**..... **DATED**.....

**OBJECT:**.....

I the undersigned .....

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

<input type="checkbox"/> employee <input type="checkbox"/> consultant	}	to be completed only if the relevant contract is assigned to a Company of the Company .....
--	---	--

with reference to the relevant Contract, he/she shall undertake:

- not to disclose or notify to third parties any collected information, opinions, studies, as well as any elements which may be made available by Enel for the execution of the relevant Contract, and to use such information only for the purposes of this Contract, unless when the undersigned shall comply with statutory obligations or requested from Public Authorities to which a lawful refusal cannot be objected;
- view and promptly comply with the attached data safety provisions, in case that IT systems are made available by Enel to store with the utmost care all paper-based and/or IT supports which are acquired or produced during the carrying out of the activities.

Confidentiality obligations do not include any information disclosed to the public by Enel, or which results from public official documents.

Confidentiality obligations shall be not prejudiced **for a period of 5 years** as from the expiration of this assignment, also in case of withdrawal or termination, either direct or indirect, of the contractual relationship with Enel.

For acceptance

Signature

Date: .....

## **Safety standards for the use of Enel IT systems**

The access to IT systems owned by Enel Group and their use shall be governed by the following safety rules:

- The access key to Enel IT systems shall be only used on a personal basis. Its password must be kept secret and changed at least every 60 days;
- The access to IT system shall be restricted to instrument components for the carrying out of the activities set forth in the task, even in case that the implemented safety measures do not obstruct access to other components. The use of network services and connection of appliances other than those necessary for the carrying out of the tasks shall not be permitted;
- Any operations carried out through Enel IT systems shall not breach the State laws and the International regulation;
- The workstation used for the carrying out of the tasks (fixed and/or portable) shall not be used for other internet connection than those that are made available by Enel;
- Portable laptops can be connected to Enel data network only if having an up-to-date antivirus software. In particular, it is necessary to apply any possible appropriate counter-measures for blocking the spreading of virus, worm, hoaxes, trojan and other illegal software which may result in interruptions of the IT service;
- Any texts and/or images created/transmitted through Enel IT system shall not have offensive and/or unseemly contents;
- Any e-mail boxes received for use shall not be used for spamming actions or online chains (chain letters).

With reference to the aforementioned provisions, Enel shall reserve the right to forbid wrong uses of its IT facilities, without prejudice to the compliance with the dispositions of the current laws. Furthermore Enel shall reserve the right to report any possible violations resulting in crimes to the competent Judicial Authority.