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## **SECTION I - GENERAL PART**

### **1 APPLICATION AREAS.**

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

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

1.3. Without prejudice to the provisions of Article 5 "INTERPRETATION AND HIERARCHY" of the General Terms - General Part, any derogation to or amendment of this Annex VII Italy proposed by the Contractor will only be valid if made in writing and accepted in the same form by ENEL. It will only be applicable to the Contract for which it has been proposed, with no possibility that the exception can be extended to other ongoing contracts or any contracts that might be established subsequently with the above-mentioned Contractor.

1.4. In case of any discrepancies or incompatibility between the documents that form part of the Contract, reference shall be made to Article 5 "INTERPRETATION AND HIERARCHY" of the General Terms - General Part in which the parties establish that prevalence will be assigned to the progressive order in which the contract documents are listed therein.

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

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

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

2.2. The Contractor also undertakes to:

- perform the services that are the subject of the Contract without interfering or obstructing or interrupting the performance of work activities of ENEL and/or of third-parties;
- immediately notify ENEL of all circumstances that in any way interfere or might interfere with execution of the services that are the subject of the Contract;
- when executing the services that are the subject of the Contract, take all precautions and all measures necessary in order to prevent any damage occurring to people and things, remaining at its expense every activity necessary for repairing damage caused to Enel and/or third-parties, including that caused by its own personnel or by the workers engaged in the execution of the Contract for various reasons (for example, sub-contractors);
- personally obtain all permits and authorisations necessary to perform the activities that are the subject of the Contract, except for those that the law expressly places under the sole charge of ENEL, for which, in any case, the Contractor must provide, if requested, the necessary assistance and/or documentation;
- notify ENEL, the Contract Manager, of any site inspections, inspections, accesses, reports or any other initiatives carried out by the Criminal Investigation Department or other supervisory bodies regarding potential breaches of the environmental law, that they themselves, or one of their sub-contractors or auxiliary companies may have received, during the activities carried out on ENEL facilities or in any case performed on behalf of ENEL.
- immediately communicate to Enel any changes that may have occurred from what was reported in the Declarations made for the purpose of awarding the contract. Furthermore, the Contractor accepts that Enel shall be entitled to verify the truthfulness and timeliness of the declarations provided at any time, from the date on which the Contract is established, and undertakes herewith to produce, upon request by Enel, any appropriate additional documentation. Should there be a failure to update the information and/or it is untruthful, Enel may, without prejudice to the right to compensation for damages, adopt measures at its sole discretion for denial/suspension/exclusion from the Enel Qualification System as well as immediate and legal termination of Contract(s) assigned on the basis of unfaithful declarations pursuant to Article 1456 of the Civil Code.

2.3. Therefore, the Contractor takes upon itself all further obligations and undertakings, even if not expressly specified in the Contract but necessary for the purpose of executing the services or, in any case, advisable for correct and complete fulfilment of the obligations undertaken.

### **3 DELIVERY TERMS\COMPLETION OF WORKS OR SERVICES.**

3.1. Unless otherwise provided for by the Contract, the schedule establishes the terms of execution of the services which are usually contained, purely by way of example but not limited to:

- in the beginning of the schedule: term for beginning the schedule relating to the progress of the activities specified in the Contract;
- in the delivery term: deadline by which the activity and any operational tests that the Contractor is liable for must be completed by it or - in case of supplies - deadline by which the tested supply must reach destination.

3.2. In any case, the schedule binds the Contractor to meet all time limits specified therein. It remains understood that by committing itself to the terms specified in the schedule, the Contractor duly took into account all risks connected with execution of the services that are the subject of the Contract.

3.3. Where modifications to the services that are the subject of the Contract are introduced because of contractual amendments to the Contract, the relevant contractual terms of the schedule will be adequately altered, if necessary, with the agreement of the Parties.

### **4 EXTENSION OF THE CONTRACTUAL TERMS.**

4.1. Without prejudice to the provisions of Article 9.4 "EXTENSION OF THE CONTRACTUAL TERMS" of the General Conditions - General Part, ENEL reserves the right to request an extension of the contractual terms of delivery/completion of the works or services subject to prior written notice to the Contractor to be made adequately in advance. In this case, if it is a supply and if not otherwise provided for in the Contract, the Contractor is authorised to invoice the supply subject to recording materials in the consignment account. Specific written notice of said recording must be sent to ENEL.

4.2. Subject to prior written approval by ENEL, advances in the contractual terms will not be accepted, such as, by way of example but not limited to, advance deliveries of the services that are subject of the Contract, partial preparations, etc..

4.3. With reference to what is established under Article 17 "SUSPENSION" of the General Conditions - General Part, in the cases in which ENEL deems it necessary or is forced to temporarily suspend all or part of the activities that are the subject of the Contract, the Contractor shall be entitled to the compensation established in the Contract, and to the extension - proportionate to the duration of the suspension - of the contractual terms originally established for execution of the activities and/or of the single portions involved.

4.4. The Contractor has the right to withdraw from the Contract if the discretionary suspension of the activities ordered by ENEL is total or, as a whole, longer than one hundred eighty (180) days compared to the entire term of the Contract.

### **5 CONTRACT PRICES.**

#### **5.1. General details.**

5.1.1. Without prejudice to what is established under Article 7.1 "PRICE" of the General Terms – General Part, unless otherwise established within the Contract, the contract prices, in derogation to Article 1664 of the Italian Civil Code, shall be fixed and invariable for the entire duration of the Contract.

5.1.2. When signing the Contract, the Contractor acknowledges:

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

5.1.3. The prices relating to works, jobs and interventions necessary for the proper execution of the services that are the subject of the Contract are contained in the list of fees or in the list of prices.

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

#### **5.2. Price Review;**

5.2.1. The contractual prices may be subject to review only if provided for in the Contract and if the term of the Contract is longer than one year from the initial date specified in the schedule or from another date of reference of commencement of the activities specified in the Contract, including any suspension that may be ordered by ENEL and excluding any cause for delay attributable to the Contractor.

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

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

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

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

## **6 ECONOMIC ASSESSMENT IN THE EVENT OF CHANGES TO THE CONTRACT.**

6.1. During the execution of the Contract, ENEL has the right to request changes to the services agreed upon. The new services must be performed according to the established terms and procedures, according to the highest standards of workmanship and however in compliance with applicable laws, including the occupational safety and health laws.

6.2. Said services shall be remunerated taking the prices specified in the Contract into account. Without specific contractual prices relating to the aforesaid services, they shall be determined by analogy with the contractual prices established for similar services or, if this is not possible, analytically on the basis of the elementary costs of labour, rentals and materials, etc.

6.3. New prices must be formalised by special agreements duly signed by the Parties. In the case of non-agreement, the Contractor is however required to implement the execution of the services that are the subject of new prices. In the latter case, the new prices set by Enel may be entered in accounts, while the Contractor is entitled to put forward - within the terms and with the procedures pursuant to the following Article. "RESERVATIONS" special reservations.

6.4. The Contractor must produce the necessary technical and economic documents so that ENEL can identify the quantity of the new/different services and relevant costs. Said documents - also in the details - must be similar to those drawn up by the Contractor during the procurement procedure for awarding the service that is the subject of the Contract.

## **7 INVOICING AND PAYMENTS**

### **7.1. General information.**

7.1.1. Without prejudice to the terms set forth in the General Terms - General Part, Article 7.4. "Economic terms and conditions" and Article 7.3. "Invoicing", with the exception of Letter "B" of point 7.3.3 of the above-mentioned Article, the amounts due must be invoiced by the Contractor pursuant to the methods and terms established in the Contract.

7.1.2. In particular, in derogation to the terms set forth in point 7.3.3 Letter "B" of Article 7.3 "Invoicing", the invoices must only be sent using the electronic systems of ENEL (Procurement Portal through which Enel plays the intermediary role with the Electronic Invoicing Interchange System). Use of the Enel Portal for sending invoices makes the process of managing documents by the Enel administrative structures digital, with certainty of the payment terms.

7.1.3. It is specified that based on the technical specifications as per Annex A of the Inland Revenue Agency Director dated 30 April 2018, intermediary means any third-party tasked by the transferor/lender to send the electronic invoices to the Interchange System (SDI) on their behalf.

7.1.4. Enel therefore plays the role of intermediary with the SDI **free of charge** exclusively and as regards all invoices received from its suppliers (therefore documents and information that it is already entitled to receive in its capacity of principal) and those issued by the suppliers to parties other than Enel.

7.1.5. Enel undertakes to forward all invoices received to the SDI by virtue of the intermediation role assigned by the Supplier, distinguishing said activity from the role of verification of the services or supplies received typical of the principal/transferee. It therefore remains understood that the commitment to forward the invoices to the SKDI does not entail the automatic recognition of the credit that is subject to checks performed by Enel in its role of principal.

7.1.6. Enel carries out no activities other than those of intermediary with SDI (e.g. issuing subject in the name and on behalf of the invoice supplier pursuant to Article 21 of the VAT Presidential Decree, or intermediary identified by Article 3, paragraph 3, of Presidential Decree no. 322 of 22 July 1998 - such as labour consultants, certified public accountants, tax assistance centres, bookkeepers - that is the only one that can be delegated to consult and acquire electronic invoices or their electronic duplicates made available in the reserved area of the website of the Inland Revenue Agency).

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

7.1.8. The invoice will be valid and ENEL may accept it only if it contains all the data specified in the Contract and required by applicable legislation and if the activity that is the subject of the Contract has been properly executed. The invoices must contain all the information required by the tax legislation in force. In particular, the 2018 Budget Law (Law 205 of 27 December 2017) set the obligation for private parties to issue the electronic invoice starting from 1 January 2019. The invoices must be issued according to the specific techniques approved with the measure of the Inland Revenue Agency Director dated 30 April 2018 and will be sent through the SDI (Interchange System) with the exception of the exempt minimum/flat-rate/farmer taxpayers and of the transactions with subject not established in Italy. Annex 9 carries the technical details necessary to correctly manage electronic invoicing for Enel. In the case an invoice

is issued with methods other than those required (e.g. paper), the invoice shall be considered not issued according to express regulatory provision.

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

7.1.10. Except in case the Temporary Consortium or ordinary Consortium has an autonomous VAT number, each member company must invoice the amounts due for their own service, also in order to comply with the duties of financial traceability set forth in Article 8 below "TRACEABILITY OF THE FINANCIAL FLOWS". The invoices issued by the individual companies must be received by ENEL suitably accompanied by the approval of the representative company.

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

7.1.12. ENEL in any case reserves the right not to make payments if the Contractor fails to: comply fully with the duties specified in this Contract; have met all the requirements for compliance defined by Law; in particular with the competent Authorities, the labour force employed and third-parties in general; comply with the terms set forth in Article 8 below "TRACEABILITY OF THE FINANCIAL FLOWS".

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

## **7.2. Payments.**

### **A) The clauses in points 7.2.1. and 7.2.2. are applicable to the contracts for activities assigned pursuant to the law in force regarding public contracts (so-called Contract Code)**

#### **7.2.1. Contract for services and/or works (pursuant to the law in force regarding public contracts).**

7.2.1.1. Before issuing each invoice, the Contractor must request the relative approval of the ENEL Unit that manages the Contract. Such approval shall be issued subject to ENEL carrying out any checks that may be required by law or by the contract for the purpose of ascertaining the conformity of the services with the provisions of the contract.

7.2.1.2. The invoices will be paid by bank transfer with a fixed value date for the beneficiary, on the third last working day of the month in which the deadline of 60 days from the end of the month in which the invoices are received falls, as long as the invoices reach ENEL complete with the details of the authorisation to issue payment (payment approval). Should the payment approval - which can be found using the functions present on the Portal - be missing, instead the invoices must always specify:

- the purchase order number;
- the name of the Unit at which the service was rendered or the supply provided .

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

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

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

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

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

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

#### **7.2.2. Supply contract<sup>1</sup> (pursuant to the law in force regarding public contracts).**

<sup>1</sup> In supply contracts and supply and installation contracts that envisage invoicing plans and which envisage that the goods that form the subject of the Contract are only delivered once ENEL has authorised said delivery, the clause relative to service contracts will be applied.



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

- the purchase order number;
- the name of the Unit at which the service was rendered or the supply provided.

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

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

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

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

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

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

**B) The clauses in points 7.2.3. and 7.2.4. are applicable to the contracts for activities assigned pursuant to the law in force regarding public contracts (so-called Contract Code).**

**7.2.3. Contract for services and/or works (not pursuant to the law in force regarding public contracts).**

7.2.3.1. Before issuing each invoice, the Contractor must request the relative approval of the ENEL Unit that manages the Contract. Such approval shall be issued subject to ENEL carrying out any checks that may be required by law or by the contract for the purpose of ascertaining the conformity of the services with the provisions of the contract.

7.2.3.2 The invoices will be paid by bank transfer with a fixed value date for the beneficiary, on the third last working day of the month in which the deadline of 60 days from the end of the month in which the invoices are received falls, as long as the invoices reach ENEL complete with the details of the authorisation to issue payment (payment approval). ). Should the payment approval - which can be found using the functions present on the Portal - be missing, instead the invoices must always specify:

- the purchase order number;
- the name of the Unit at which the service was rendered or the supply provided;

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

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

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

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

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

7.2.3.7. Should the creditor prove that they have sustained costs for recovering the credit, the same will be entitled to receive a lump sum of Euro 40 (forty/00 euro) as damage compensation, with no need for issuance of a formal notice of default. The above is true

without prejudice to the parties' right to prove that further damages have been suffered, which can include the costs sustained for recovering the credit.

#### **7.2.4. Supply contract<sup>1</sup> (not pursuant to the law in force regarding public contracts).**

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

- the purchase order number;
- the name of the Unit at which the service was rendered or the supply provided.

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

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

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

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

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

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

### **8 TRACEABILITY OF THE FINANCIAL FLOWS<sup>2</sup>.**

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

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

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

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

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

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

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

<sup>2</sup> The clause is only applicable to the contracts assigned pursuant to the legislation in force regarding public contracts.



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

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

## **9 “ANTI-MAFIA” LEGISLATION, LEGALITY PROTOCOLS, SUBCONTRACTING, SUB-CONTRACTS.**

### **9.1. General details.**

9.1.1. The Contract must be executed in compliance with all obligations provided for by anti-Mafia laws and by the protocols of legality in force established by ENEL.

9.1.2. The Contractor states that they have viewed and accept the terms stated in the above-mentioned protocols and that they undertake to comply with and implement the same.

9.1.3. The Contractor always undertakes to carry similar clauses applicable to sub-contractors in the subcontracting contracts, with the provision that infringement of the provisions contained in the protocols of legality may result in termination of the subcontracting contract.

9.1.4. Without prejudice to the above, if elements relating to attempts of Mafia infiltration emerge in connection with the contractors, subcontractors or sub-contracting parties from the checks performed by the competent Prefectures, ENEL, and the Contractor in the case of Subcontracting and Subcontracts, may terminate the contract or withdraw from it and revoke measures taken by Enel without the Contractor and/or subcontractor being able to demand any compensation for damages from ENEL.

### **9.2. Subcontracting and Subcontracts.**

9.2.1. Subcontracting is allowed under the conditions and according to the procedures established by current legislation applicable to the Contract and this within the maximum limits established in Italian Legislative Decree 50/2016 and subsequent amendments, that is 49% of the total contract value in connection with contracts that are not regulated by legislation regarding public contracts. In connection with the activities or parts of activities that the Contractor declared to want to subcontract during the bidding stage, the Contractor may subcontract only after ENEL has checked that the requirements of moral and technical, organisational and economic-financial eligibility required to execute the Contract, and the safety parameters, exist and has then issued prior authorisation. It is also mandatory to acquire new supplementary authorisation if the subject of the subcontract is changed and its amount is increased and the requirements change.

9.2.2. For this purpose, the Contractor must make the request to have recourse to the subcontract in good time and taking into account the time for issuing the aforesaid authorisation, and send ENEL a specific written communication containing:

- detailed information on the activities for which authorisation to subcontract is requested and the relevant amount;
- information on the subcontracting party selected from those indicated during the bidding stage and that has not taken part in the procedure to award the contract in any form (whether single or associated)
- estimated Subcontract commencement and end date.

9.2.3. The Contractor is prohibited from Subcontracting or awarding execution of any part of the activities part of the Contract as piece-work if not expressly authorised in writing by the ENEL unit managing the Contract.

9.2.4. The Contractor must also annex the documentation listed under point A) or point B), depending on whether or not the Contract is regulated by public contract legislation:

**A) with regard to the contracts that are regulated by public contract legislation the Contractor must annex:**

- authenticated copy of the Subcontract contract signed by the parties;
- declaration of the Contractor on whether or not any forms of control or connection with the subcontractor according to Article 2359 of the Italian Civil Code exist, and a similar declaration issued by each member company in the case of a temporary association of companies or consortium.
- declaration of the Subcontractor that it has not taken part in the procedure to award the contract in any form (whether single or associated)
- statement of substitution by the Subcontractor (e.g. so-called DGUE) declaring non-existence of the causes for exclusion pursuant to current public contract legislation;
- statement(s) issued by the subcontractor(s) if it/they do not have one of the company forms listed in Government Decree no. 187 of 11 May 1991;
- the Subcontractor's certificate of registration with the Chamber of Commerce for activities pertaining to those that are the subject of the Subcontract; the provisions contained in current legislation on the subject apply to foreign subcontractors;
- self-declaration of the subcontractor certifying its compliance with the legal and contractual employment obligations in relation to its employees;

- Company code and INAIL office;
  - Company registration number and INPS office;
  - Company registration number, office and, if necessary, type of Special Construction Workers' Fund;
  - National Collective Bargaining Agreement applied;
- Self-declaration certifying the subcontractor's compliance with the occupational health and safety obligations in relation to its employees;
- Statement of substitution by the subcontractor pursuant to Article 47 of Presidential Decree 445/2000 certifying that the interested party has an adequate labour force with the specific professional skills necessary to safely perform the subcontracted activities; that they have participated in training activities on the risks of the subcontractor company regarding the execution of the activities that form the subject of the subcontract; or that they undertake to provide said training activities for their workers particularly with reference to the specific risks in the environment in which they are destined to work and any risks caused by interferences before the commencement of the subcontracted activities;

Proof of proper registration in the Enel Unica database system or of qualification if required in the Contract

**B) in connection with the contracts that are not regulated by public contract legislation, the Contractor must annex:**

- Proof of proper registration in the Enel Unica database system or of qualification if required in the Contract
- self-certification by the Subcontractor stating there are no reasons for exclusion pursuant to current legislation,
- certificate of labour compliance (DURC);
- Self-declaration certifying the interested party's compliance with the occupational health and safety obligations in relation to its employees;
- Declaration issued by the subcontractor pursuant to Article 47 of Presidential Decree 445/2000 certifying that the interested party has an adequate labour force with the specific professional skills necessary to safely perform the subcontracted activities; that they have participated in training activities on the risks of the subcontractor company regarding the execution of the activities that form the subject of the subcontract; or that they undertake to provide said training activities for their workers particularly with reference to the specific risks in the environment in which they are destined to work and any risks caused by interferences before the commencement of the subcontracted activities;
- All other documentation required in the Contract

9.2.5. In any case, an authenticated copy of the subcontract Contract must be filed with the ENEL Unit managing the contract at least 20 days before the date of actual commencement of the relevant services.

9.2.6. The Contractor must apply the same Contract prices for the activities subcontracted with no more than a 20% (twenty percent) markdown reduction, except for the relevant safety costs that must be paid without any markdown reduction.

9.2.7. Without prejudice to the terms established above in Article 7 "INVOICING AND PAYMENTS", point 7.1.11., the Contractor authorised to subcontract the activities must pay the subcontractor the amount due for the activities performed by the latter, send a copy of the invoices settled by the payments made to the subcontractor paid to the ENEL Department that manages the Contract, within 20 days from the date on which each payment is made.

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

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

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

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

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

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

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

9.2.14. Execution of the services subcontracted cannot be the subject of another Subcontract.

9.2.15. If execution of part of the service that is the subject of the Contract is awarded to third-parties, this neither excludes nor limits the obligations and responsibilities contractually undertaken by the Contractor, which remains responsible to ENEL for the execution and any compensation to third-parties that may be damaged during the execution.

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

## **10 TAXES AND DUTIES.**

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

### **10 BIS. "SPLIT PAYMENT".**

The current terms of Article 17-ter of Presidential Decree no. 633/1972 as amended by Legislative Decree no. 50/2017, provide for the application of the split payment method – for the period 1.7.2017 – 30.06.2020, without prejudice to future extensions - also to transfers of assets and provisions of services to the subsidiaries, in law or in fact, directly by the Chairmanship of the Council of Ministers or Ministries, and to any companies legally owned, either directly or indirectly by the same. To identify the above-mentioned parties, reference must be made to the lists regularly developed by the Department of Finance of the Ministry of Economy and Finance, published on the relative institutional website. When the invoices for the transfers /services received by the ENEL client company are issued, should said company be included in the above-mentioned lists with current validity (pursuant to Article 5-ter of the Decree of the Ministry of the Economy and Finance of 23 January 2015 as amended by the Decree of the Ministry of the Economy and Finance of 27 June 2017), the split payment regime will be applied to the invoices, unless these - by way of express provisions made in the legislation or in line with common procedure - are excluded from the above-mentioned regime (e.g. operations in reverse charge).

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

### **11.1. Fiscal representation.**

11.1.1. Customs and fiscal operations, such as those for bringing goods into the EU, are the responsibility of the Contractor. To this end, Contractors whose registered office is not located in one of the member states of the European Community must elect, for the purposes of performing the customs and tax operations, a fiscal representative resident in Italy which will be subject to the provisions of Presidential Decree no. 633 of 26 October 1972 as amended.

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

11.1.3. The details which identify the fiscal representative, once one is appointed, must be indicated in the invoice.

### **11.2. Technical Representation.**

If provided for in the Contract, Contractors not residing in one of the states of the European Community are required to appoint their Technical Representative domiciled in the European Community country in order to manage after-sale activities. If applicable, the name of the technical representative must be communicated to ENEL within one month from the date of on which the Contract is established and, in any case, at least 1 month before the deliveries commence, and must remain valid for the entire term of the warranty of the product supplied.

### **11.3. Other Provisions.**

If the fiscal representative or technical representative is communicated to ENEL after the deadlines specified above, ENEL reserves the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code.

## **12 ECONOMIC WARRANTY**

12.1. Without prejudice to the provisions of Article 20 "ECONOMIC WARRANTY" of the General Conditions - General Part and of any other documents that are part of the Contract, the warranty must be given in the form of deposit or autonomous contract of warranty issued by banks approved by Enel, preferably Italian or Italian branches of foreign banks, if possible with digital signature (in p7m format) pursuant to Italian Legislative Decree no. 82 of 7 March 2005 and to current technical rules and compliant with the ISO 19.005-1 (PDF/A) standards, using only the facsimiles annexed to the Contract.

12.2. Should unfavourable changes in the economic-financial conditions of the bank, of the financial intermediary or of the guarantor insurance company emerge, the Contractor must replace the guarantor subject with another subject approved by Enel within 60 days, on pain of ENEL's right to terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code.

12.3. The warranty covers the charges due to failed or incorrect fulfilment of the contract or for those connected with compensation for damage arising from any non-fulfilment.

12.4. Enel reserves the right to make use of the deposit to collect any penalties applied to the contracting party's damages for any higher cost borne to complete the works should the contract be terminated to the detriment of the contractor, and to pay whatever it owes for non-fulfilments arising from non-observance or rules or prescriptions of the collective contracts, laws and regulations on the subject of defence, protection, insurance, assistance and physical safety of the workers in the site, including non-payment of the remuneration they are owed. The penalties contractually provided for may be applied partially or fully levying the deposit given by way of warranty by the Contractor.

12.5. Should the amount of the warranty given to ENEL have to be reduced due to the application of penalties or for any other reason, the Contractor, upon ENEL's request, must replenish it within the deadline of 10 days from receipt of the relevant notification, on pain of ENEL's right to terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code, suspend payments or apply the contractual withholdings on the first due payment, if large, or additional withholdings on subsequent payments until the due percentage is met.

12.6. If contractually envisaged, the economic warranty is progressively freed proportionate with the progress of the execution, up to the maximum limit of 75% (seventy-five percent) of the warranted amount. The residual amount, 25% (twenty-five percent) of the initial warranted amount, is freed starting from the date of approval of the final testing certificate, or upon the date of approval of the certificate of regular execution, provided that on that date there are no pending challenges or disputes regarding any non-fulfilments of the contract regarding the legal and economic treatment of the workers.

### **13 TRANSFERABILITY OF CREDIT AND CONTRACT.**

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

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

13.3. Pursuant to the Contract, the term "transfer of credits" is defined as the transfer of all the credits generated by the Contract to a sole transferee in possession of the requirements under point 13.1. Should the Contractor intend to transfer the individual credits generated by the Contract to several transferees, they must notify ENEL accordingly in advance by public certified email, without prejudice to the duties described in point 13.2.

13.4. The details of the bank account(s) (from which the payments will be made) must always be those of the transferee. The transfer will be notified by the transferor or the transferee (by way of the methods envisaged in point 13.2); if notice is served by the transferee, it must be accompanied by an attachment; this attachment must be the deed of transfer stating the acceptance of the undersigned transferor by way of a certified digital signature.

13.5. The Parties understand that ENEL reserves the right not to proceed in paying the transferred invoice should the transferee prove not to hold the requisites described in point 13.1. of this article and should they not have formalised the communication in line with the methods envisaged in points 13.2, 13.3 and 13.4. The above is true without prejudice to the right of ENEL, in its capacity as transferred obligor, to raise against the transferee all the exceptions that it would have been entitled to raise against the transferor.

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

### **14 WITHDRAWAL**

#### **14.1. Withdrawal by the contractor .**

14.1.1. Without prejudice to the provisions of Article 17 "WITHDRAWAL" of the General Conditions - General Part for which Enel has the right to unilaterally withdraw from the Contract at any time, regardless of its state of execution, the Contractor may serve Enel with application to withdraw from the Contract only when the conditions and circumstances expressly provided for in the Contract occur with the limitations and according to the methods established therein.

14.1.2. If ENEL accepts the application to withdraw, it communicates to the Contractor which works, facilities and parts of these need to be completed and which ones need to be interrupted in order to decommission the sites by the deadline set by ENEL.

14.1.3. All the works, even if these have not been finished but have been regularly executed are calculated at the contract prices, in line with the terms set forth in the Contract regarding the accounting methods in use and the acceptance of the works. Unless otherwise agreed upon, all the materials that have already been procured by the Contractor are calculated at cost price.

#### **14.2. Withdrawal due to difficulty of execution.**

14.2.1. The Contractor may notify ENEL of its wish to withdraw from the Contract due to "difficulty of execution" arising from geological, water and similar causes not foreseen by the parties, which make its execution considerably more onerous.

14.2.2 The application must be sent by public certified email or registered letter with advice of receipt within 30 days from when the cause occurs. ENEL reserves the right to ascertain the above causes and if it accepts the application to withdraw, ENEL communicates to the Contractor which works, facilities and parts of these need to be completed and which ones need to be interrupted in order to decommission the sites by the deadline set by ENEL.

14.2.3. In such case of withdrawal, the Contractor has only the right to payment, at the contractual prices, of what has already been executed up until the time of withdrawal.

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

14.3.1. In the case of bankruptcy of extraordinary administration, of compulsory liquidation, of composition with creditors, or of insolvency proceedings, the Contract will be terminated pursuant to Article 81 of Italian Royal Decree no. 267/1942 (bankruptcy law).

14.3.2. Without prejudice to the rules regarding contracts for public works, if the receiver or administrator declare to want to take over the relationship within the term established in Article 81, ENEL has the right to withdraw from the Contract, notifying such to the receiver or administrator within thirty days after the request to take over is received..

14.3.3. With a specific communication, ENEL set the date of the operations to deliver the works.

14.3.4. Delivery of the works and transfer of possession of the sites by ENEL begins with a report on findings drawn up by both parties regarding the state of progress of the works executed and the consistency of the sites.

14.3.5. If the receiver or the administrator are not present at the joint findings or do not sign the relevant report, ENEL has the right to have it drawn up by a notary with the assistance of a sworn expert.

14.3.6. After the works are delivered, filling in the latest situation of works based on the provisions of the Contract is initiated.

14.3.7. The works, even if these have not been finished but have been regularly executed are calculated at the contract prices, in line with the terms set forth in the Contract regarding the accounting methods in use and the acceptance of the works.

14.3.8. The consideration for any use of the site plants and for purchase of materials is set in agreement with the receiver or the administrator. No compensation beyond this is due.

### **15 TERMINATION AND ENFORCEMENT IN CASE OF BREACH**

15.1. Without prejudice to all the other cases expressly envisaged in the Contract, and in particular in Article 17.3 "Termination for causes attributable to the contractor of the General Terms – General Part, ENEL reserves the right to terminate the Contract, pursuant to and by effect of Article 1456 of the Italian Civil Code, in the following additional cases in which the Contractor and/or any subcontractors:

- fail to allow their skilled workers and working equipment to be identified or fail to allow ENEL staff and/ or third parties appointed by ENEL to gain access to their branches/workshops/warehouses or to the sites and working areas, to perform the checks envisaged by the Contract and/or by the law and/or refuse to allow ENEL to carry out these same checks, or even prevents them from doing so, in some way;
- arbitrarily suspends the services that are the subject of the Contract;
- refuses to initiate execution of the contractual activities;
- refuses to resume execution of the activities for which ENEL - for any reason - has ordered suspension, if ENEL has ordered their resumption;
- does not replace materials of any type and nature judged unsuitable by ENEL;
- the statements and/or documentation issued to ENEL have omissions and/or partially or fully false elements;
- infringes one of the rules and principles contained in the Code of Ethics of the Enel Group
- have even only a pending insolvency procedure against them;
- use materials and equipment belonging to ENEL inappropriately or for purposes other than those established in the Contract;
- behaves improperly when performing the services;
- the services prove not to have been executed to the highest standards of good workmanship;
- fail to immediately notify ENEL, the Contract Manager, of any site inspections, inspections, accesses, reports or any other initiatives raised by the Criminal Investigation Department or other supervisory bodies regarding potential breaches of the environmental law, that they themselves, or one of their sub-contractors or auxiliary companies may have received, during the activities carried out on ENEL facilities or in any case performed on behalf of ENEL;

15.2. In those cases listed above, termination takes place ipso jure by unilateral written communication of Enel, to be made with registered letter with advice of receipt or by certified email

15.3. In the cases above, ENEL shall have the right to levy the economic warranty pursuant to forgoing Article 12 "Economic warranty".



15.4. In all cases of non-fulfilment, ENEL – at its sole discretion – can assign to the Contractor a term by which the same must ensure their compliance. If the Contract fails to envisage a different term, this will not be less than fifteen days. If said term is reached and the non-fulfilment has still not been resolved, ENEL, without prejudice to its right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code, can proceed in assigning the Contract to third parties, without prejudice to its right to claim compensation for any additional damages suffered. This assignment will be notified to the Contractor in breach, indicating the new terms of execution of the same and the relative amount. In this case, the Contractor will only be liable for the payment of the amounts due for the activities that have been regularly executed, as indicated in the relative progress report, to be drawn up by both parties. This amount can be offset with any amounts owed by the Contractor as a penalty and/or additional damages/costs in any case associated with the advanced termination, such as, for example, those resulting from the establishment of a new Contract with third parties or the direct execution of the activities that form the subject of the Contract.

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

## **16 CODE OF ETHICS**

### **16.1. General information**

16.1.1 The ENEL group, when conducting its business and managing its relationships, refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption, in the Organizational Model adopted pursuant to Italian Legislative Decree 231/2001 and in the Human Rights Policy which can be consulted at the link: <http://globalprocurement.ENEL.com/it-IT/documents/documentation/>.

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

### **16.2. Declaration of Conflict of interest.**

16.2.1. The Contractor, also with reference to the commitments undertaken under Article 31.2 “CONFLICT OF INTEREST” of the General Terms – General Part, undertakes to ensure that the relative statement issued to ENEL is constantly updated.

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

16.3.1. With reference to the obligations provided for under the article “GENERAL INFORMATION” of the General Conditions - General Part on the subject of protecting the rights of the individual, the Contractor undertakes to sign the relevant statement contained in Attachment 6 Annex Italy or 7 Annex Italy hereto.

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

16.4.1. With reference to Article 31 “GENERAL DETAILS” of the General Terms– General Part and the principles expressed therein and to the relative commitments undertaken by the Contractor to prevent corruption, should it have been ascertained, with the passing of a definitive sentence, that the Contractor<sup>4</sup> has committed administrative crimes and/or one or more of the crimes contemplated by Legislative Decree no. 231/2001, ENEL will be justified in terminating the Contract with immediate effect, pursuant to and by effect of Article 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for damages that may be caused to any company of the Group such as, for example, those deriving from the application of sanctions, envisaged by the above-mentioned Decree.

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

16.5.1. The Contractor undertakes to comply with the duties envisaged in Attachment 8 ANNEX ITALY hereto. It also undertakes to submit to ENEL the statements as per the above-mentioned Attachment, duly signed.

### **16.6. Integrity clause.**

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

- to take note of the commitments made by ENEL S.p.A. and by the Companies it controls directly or indirectly (hereinafter “ENEL”), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;

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

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

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

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

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



- <sup>7</sup>to be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;
- <sup>2</sup> not to be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;
- to take note and authorise that - for the purposes of evaluating the professional conduct of the declarant and of the Company concerned, in accordance with the second and the third point of this letter a) - ENEL can autonomously acquire more information, at any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

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

- 1) in case they come to know that they are subject to criminal proceedings such as those referred to in the second point of the previous letter a);
- 2) in the case of subjection to criminal investigation as referred to in the third point of the previous letter a).

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

## **17 PERSONAL DATA PROTECTION**

### **17.1 PRIVACY NOTICE REGARDING PERSONAL DATA PROCESSED BY PARTIES FOR THE PURPOSES OF THIS CONTRACT**

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

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

17.1.3. In this respect, it should be noted that:

- the Data Controller is the Client Company of the ENEL Group<sup>8</sup> in the person of its legal representative *pro tempore* (hereinafter "ENEL");
- The data subject is the natural person participating in the awarding procedure, whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereafter the Data Subject);
- Personal data processed may be transferred to third parties, i.e. to companies subject to management and coordination or connected with ENEL S.p.A., or to other third parties. Third parties may be appointed by the Data Controller as Data Processor;
- Data Subjects are entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- Data Subject are entitled to lodge a complaint to the Italian Data Protection Authority, with registered office in Piazza Venezia 11 – 00187 ; Rome. Tel. (+39) 06.696771, email: [garante@gpdp.it](mailto:garante@gpdp.it);
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website.

### **17.2. Appointment of the Contractor as Personal Data Processor**

17.2.1. Upon signing of the Contract, and for its entire duration, the ENEL Group Client Company, as Data Controller, appoints the Contractor, who accepts, as Personal Data Processor, pursuant to and for the purposes of Article 28 of the GDPR.

If the Contractor is a Temporary Consortium of Companies (RTI)/Ordinary Consortium or a Stable Consortium, the companies belonging to the Temporary/Ordinary or Stable Consortium and the executing companies are all appointed as Data Processors.

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

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

<sup>7</sup> For itself and for the persons listed in note 1.

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

### **17. 2.1. Duties and instructions**

17.2.1.1. The Contractor, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations and the GDPR its duties and responsibilities are defined as follows:

- a) It must only process personal data according to ENEL instructions, as documented in Attachment GDPR 1 specifying type of data processed and the categories of Data Subjects;
- b) It will have to appoint Authorized Persons ("Authorized Persons") to carry out its data processing operations in IT or paper files, including simple data visualization, by using the specific template provided by ENEL (Attachment GDPR 2) Before starting the activities covered by the Contract or otherwise by the date specifically communicated by ENEL, the Contractor will also send ENEL a statement concerning the list of appointed employees/collaborators as "Authorized Persons" according to the template provided by ENEL (Attachment GDPR 3);
- c) It must ensure that Authorized Persons comply with GDPR obligations and Enel instructions and maintain integrity and confidentiality of the personal data during the execution of the Contract and do not to communicate them to third parties, unless expressly authorised to do so by ENEL and except for the cases expressly envisaged by the law; ENEL reserves itself the right to request the Contractor to provide the list of Authorized Persons for data processing in order to comply with obligations under the GDPR or other legal requirements or for reasons of national security or public interest;
- d) It must adopt all the security measures as set forth in Article 32 of the GDPR, as well as all other preventive measures dictated by the experience designed in order to avoid personal data processing not allowed or not compliant with the purposes for which the data are processed; it must also ensure effective collaboration in implementing these measures in the notification and communication of any personal data breach and in assessing the data protection impact assessment when requested by ENEL;
- e) On express request by ENEL, it will have to provide the list of countries and data centres where personal data are processed on behalf of ENEL;
- f) It may transfer personal data to a third country or to an international organisation located outside the European Union only in the cases envisaged and under the conditions defined by the GDPR, unless otherly required by law of the European Union or the national law to which the Contractor is subject. In this case, the Contractor undertakes to inform promptly ENEL about this conflicting legal obligation unless forbidden from doing so for relevant reasons of national security or public interest;
- g) Bearing in mind the nature of the processing, the Contractor undertakes to support ENEL in deploying its own appropriate technical and organisational measures, to the extent to which this is possible, in order to let ENEL to fulfill it's duty to respond data subject's request to exercise their rights;
- h) It must assist ENEL in ensuring compliance with the duties set forth in Articles 32 to 36 of the GDPR, in consideration of the nature of the processing and its role as Data Processor;
- i) It must, on ENEL's request, erase and/or return all the personal data once the execution of the services relative to the processing have been completed and it should erase also the existing copies, unless the law of the European Union or its member States envisages that personal data have to be stored; proof of accomplished erasure has to be provided to Enel;
- j) When Contractor has appointed a Data Protection Officer pursuant to Article 37 of the GDPR, this must be communicated to ENEL competent Data Protection Officer;
- k) It must provide ENEL with all the information necessary to demonstrate compliance with the requirements of the GDPR by participating in the review activities, including the inspections, carried out by ENEL or by another party appointed by the same;
- l) In case of actual or suspected personal data breaches, It must promptly notify ENEL within 24 hours of becoming aware of the event and without any unjustified delay;
- m) It must cooperate with ENEL by making freely available all necessary information in order to allow Enel compliance with Articles 33 and 34 of the GDPR, including up-to-date and valid certifications;
- n) According to Article 30 of the GDPR, it must keep a data record of the processing activities carried out on behalf of ENEL, which must be exhibited upon request of ENEL when subject to legal obligations under articles 33 and 34 of the GDPR.

17.2.1.2. It is forbidden to the Contractor to process personal data for purposes other than the execution of the Contract. In particular, where it is not necessary for the execution of the Contract, it is forbidden for the Contractor to make, by way of example but not exhaustive, to massively extract personal data, also through the use of "RPA - Robotic Process Automation" ( or "automata"), unless previously authorized by the Contractor.

### **17.2.2 Compensation and Liability**

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

The Contractor will also be liable in the first place with ENEL and its data subjects if any Data Processor appointed by the Contractor to execute data processing pursuant to the Contract fails to fulfil its obligations with the GDPR or the Contractor' instructions.

17.2.2.2 In the event of further damages incurred by ENEL as a result of the conduct of the Contractor or one of its Data Processors, ENEL reserves the right to request further compensation that will be proportionate to the damages suffered.

ENEL or the Contractor are exempt from all liability if they can prove that the damaging event is in not in any way ascribable to them.

### **17.2.3 Duration**

17.2.3.1 The above-mentioned appointment as Data Processor will be automatically revoked to the Contractor upon expiration of the contractual relationship or on its termination for any cause, without prejudice to compliance with all the dispositions of the Article 2.1 above concerning processing still in progress even as regards the fulfilment of contractual requirements.

#### **17.2.4 Other Data Processors (or Sub Data Processors)**

17.2.4.1. If, for specific processing activities, the Contractor intends to involve in the execution of the Contract Data Processors outside its own organization, these must be appointed as Sub Data Processors pursuant to Article 28 paragraph 4 of the GDPR (hereinafter indifferently Other Processors or Sub Data Processor). The Sub Data Processors must comply with the same obligations that this Contract carries out on the Data Processor (Attachment GDPR 4). In particular, in compliance with letters b) and c) of paragraph 13.2.1 "Duties and instructions", each Sub Data Processor shall in turn appoint any resources used in the processing as "Authorized Persons" for processing personal data, using possibly the template and the related instructions in Attachment GDPR 7.

17.2.4.2. Before starting the activities covered by the Contract or otherwise by the date specifically communicated by ENEL, the Sub Data Processor will also send ENEL its own statement concerning the appointment and list of names of its employees/collaborators as "Authorized Persons" for data processing using the template provided by ENEL (Annex GDPR 8);

Upon signing of the Contract the Sub Data Processors are thereby authorized (Attachment GDPR 5) to process personal Data.

17.2.4.3. If the Contractor, for recognizable and reasonable reasons, intends to entrust services to Sub Data Processors other those included in the first list referred to in Attachment GDPR 5, it must request prior authorization to Enel for such appointments, using template in Attachment GDPR 6 or equivalent form. Enel has the right to issue a general authorization valid for the entire duration of the Contract for allowing all Sub Data Processor to process its personal data or can issue specific and individual authorizations, depending upon the nature of the services and the duties defined forth in Article 28 of the GDPR.

17.2.4.4. The Contractor declares that the Sub Data Processors will process personal data in countries belonging to the European Union or countries that ensure adequate protection of personal data under the GDPR. The Contractor undertakes to provide details, specifying the location (region and town), of its Data Centres where personal data will be processed by Sub Data Processors.

17.2.4.5. If Sub Data Processors process data in the United States, if subject to US law, the Contractor is obliged to ensure the validity of Privacy Shield certifications or other certifications required by the Adequacy Decisions of US legislation on the part of the European Commission for itself and its Sub Data Processors.

17.2.4.6. If a Sub Data Processor belong to the Contractor's multinational group which has adopted the binding corporate rules pursuant to Article 47 of the GDPR, these constitute adequate assurances with regard only to that Sub Data Processor.

17.2.4.7. Should the Sub Data Processors intend to process personal data in countries considered inadequate in relation to the GDPR, the Contractor undertakes to have the Sub-processor sign the standard contract clauses defined by the decision of the European Commission in force at the time when this Contract is established. To this end, ENEL confers to the Contractor, as Data Processor established in the European Union, a specific mandate with representation so that it can sign the above-mentioned Standard Contract Clauses.

#### **17.2.5 System administrators**

17.2.5.1. Since Contractor's staff and/or of its Sub Data Processors., should any be authorised, could carry out functions ascribable to the role of "system administrator" as per current legislation, the Contractor undertakes to provide, upon ENEL's request, the list of its and Sub Data Processors staff and employees authorised to act as "system administrators" and of all those people who could potentially intervene on the personal data belonging to ENEL (Data Processor System Administrators).

17.2.5.2. The Contractor also undertakes to keep a register of the logs of access, disconnection and attempted access of its Data Processor System Administrators) and to save those information for a period of six months, with the commitment to submit them to ENEL within 3 calendar days in the specified format, upon receipt of a request in writing.

### **18 GOVERNING LAW.**

Unless otherwise established within the Contract, the legislation applicable to the Contract is the Italian law.

### **19 JURISDICTION.**

Unless otherwise established within the Contract, any dispute arising between the Parties concerning the interpretation or performance of the contract will be referred to the Court of Rome.

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

### **20 EXECUTION METHODS.**

20.1. The Contractor must perform the activities under the best working standards and free of any defects in full compliance with the provisions of the Contract. The equipment and necessary working tools are at the Contractor's expense and under its responsibility.

20.2. In the case of incorrect fulfilment, the Contractor must arrange for everything necessary in order for the activities to be performed according to the prescriptions of the Contract, at its expense, and follow the instructions to this regard provided by ENEL.

20.3. If applicable, the Contractor will fill in and deliver to ENEL a report - drawn up according to a model and with the time schedule prescribed by ENEL - containing the information requested by ENEL on the activities performed. ENEL may at any time check its content in order to ensure fulfilment of the services in compliance with the obligations undertaken.

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

20.5. The Contractor must comply with the provisions received from time to time and with the procedures in force at ENEL or on the premises of the third party owners, in line with the laws in force and the directives issued by the competent Authorities. The Contractor must adopt all tactics and safety devices necessary, and must comply with the work time schedule and programs established by ENEL or by third-party owners in connection with the respective operation requirements.

20.6. The Contractor must work near plants and infrastructure subject to the operation requirements of ENEL or third-party owners, even if the activity execution program should undergo any changes or delays.

20.7. The Contractor bears all charges connected with or in any case arising from the prescriptions given by ENEL or by third-party owners to the Contractor to perform the activities near plants and infrastructure.

20.8. Should the plants of ENEL or of third-party owners have to be temporarily decommissioned and secured, the Contractor, at its expense and under its responsibility, must:

- ascertain the methods being used at the owners' site to request temporary interruption and keep to them;
- carry out the temporary works able to guarantee continuous operation if ordered by the owners;
- intervene only after having received appropriate notification that the plants have been actually decommissioned and secured according to the methods established by ENEL or by the third-parties;
- notify the owners and ENEL to have completed execution of the activities according to the instructions received;
- redeliver the plants in complying with the methods ordered by the owners;
- redeliver the plants within the minimum technical deadlines should they have to be urgently put back into operation for service requirements.

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

20.10. The Contractor must particularly follow all of the instructions necessary so that the contracted work, sit plant, temporary works cannot sustain, or in turn cause, damage to persons or things.

20.11. In any case, all damages, losses or failures on its site plant and temporary works that should in any case occur during performance of the works and until ENEL accepts the works are the responsibility of the Contractor, even in the case they are caused by force majeure.

20.12. In the case of contracted works, if 75% of the amount established in the Contract has not been reached on the deadline of the works - unless a different percentage is expressly established in the Contract - the Contractor is entitled to compensation of 10% (ten percent) of the difference between the aforesaid 75% limit and the amount of the works performed, taken back to the initial date of reference, upon full settlement of any and all claims.

### **21 AREAS AND PREMISES MADE AVAILABLE TO THE CONTRACTOR BY ENEL**

Should the activity that is the subject of the Contract be carried out on ENEL's premises or under its legal availability, ENEL itself shall make available to the Contractor only the areas or premises where the contractually envisaged activities should be carried out, unless otherwise specified.

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

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

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

22.3. ENEL may give further instructions that the Contractor and subcontractors, if any, are required to follow.

## **23 REPRESENTATION.**

23.1. Before commencing the activities, the Contractor appoints its representative and deputy who is authorised to stand in for the first should they be absent.

23.2. The Contractor's representative and deputy who, according to current provisions, are responsible for the technical and administrative management of the activities that are the subject of the Contract, must be in possession of the necessary legal requisites, have the specific proxies, have adequate technical competence and be fully aware of all of the contractual clauses.

23.3. The Contractor must immediately replace the representative or the deputy no longer in possession of the necessary legal requisites in compliance with the current rules and at no cost for ENEL.

23.4. The Contractor's representative and deputy must be available at all times and for the entire duration of the activities that are the subject of the Contract so that no one of them is jeopardised or sustains delays.

## **24 INSURANCE.**

24.1. Without prejudice to what is set forth in Article "INSURANCE" of the General Conditions - General Part, the Contractor is personally responsible for all damage that may be caused to persons or assets while executing the services that are the subject of the Contract, also via its subcontractors or third-parties tasked for this purpose.

24.2. The Contractor is required to take out a "General Civil Liability" policy with a primary insurance company, and for the entire duration and effectiveness of the Contract, which includes coverage of "Civil liability of employer in relation to employees" and/or in any case appointed to carry out the services that are the subject of the Contract and "Civil liability towards third-parties" coverage with the maximums no lower than the amounts specified in the Order Letter. In the "General Civil Liability" policy, ENEL must be considered the third-party in relation to the Insured, and must include any claims made by INAIL for lesions or injuries to the Contractor's personnel. Should the Contractor already have an insurance policy with the characteristics specified in this article, it should request the insurance company to expressly extend the policy to the specific existing Contract with ENEL.

24.3. The maximums of the insurance policy relate to the harmful events and/or incidents occurring within the time of duration and effectiveness of the Contract, and during the subsequent period of warranty relating to the services that are the subject of the Contract.

24.4 The insurance policy must provide for the insurer's waiver:

- to the right of claim with regard to ENEL;
- to any exception with regard to ENEL.

24.5 To supplement the provisions under forgoing point 24.1, it is specified that the Contractor's insurance policy does not limit its obligations and liability with regard to the Contract. Therefore, any amount relating to damage/injury not insured and not covered by the aforesaid policy (including the deductible/uncovered amounts) must be sustained by the Contractor.

24.6. The Contractor must send the insurance certificates certifying both existence of the insurance coverages described above and regular payment made for the relevant insurance premiums within the maximum deadline of 30 days from signing of the Contract.

24.7 The insurance certificates should carry the details of the policy: insurance company, activity of the insured, reference to the ENEL Contract, period of effectiveness, regular payment made for the relevant insurance premiums, maximums, sub-limits, deductibles and uncovered amounts, main warranty disclaimers, and any extensions better specifically indicated above. Over the course of the contractual relationship, the Contractor must also produce suitable documentation (insurance certificates as defined above) proving renewal of any insurance coverage that may have expired or the insurance certificates certifying both the subscription of substitute insurance coverages and payment made for the relevant insurance premium in compliance with what is set out in this article, within the maximum deadline of 30 days from each expiration.

24.8. Should the services that are the subject of the Contract undergo changes both in terms of activity and duration following contractual amendments, the Contractor undertakes to adapt the insurance policy to the actual contractual activities and duration to be carried out, in compliance with the conditions contained in this article, and to provide ENEL with the documentation proving the completed adaptation.

24.9. It is understood that the existence, validity and effectiveness of the insurance policies pursuant to this article constitute an essential condition of effectiveness of the Contract and therefore should the Contractor be unable to prove the insurance coverage at any time, ENEL may terminate the Contract pursuant to Article 1456 of the Civil Code, with consequent retention of the deposit given, by way of penalty, and without prejudice to ENEL's right to compensation for the greater damage sustained.

24.10. The Contractor also undertakes to introduce a similar clause in the contracts with its subcontractors, with which each one undertakes all the duties provided for in this article. Should the Contractor not fulfil the above obligation, ENEL may terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code.

## **25 BIS PROFESSIONAL INSURANCE OBLIGATION<sup>9</sup>.**

25 BIS.1 In compliance with Article 5 of Italian Presidential Decree 137/12, the professional is required to take out suitable insurance for damages caused to ENEL by the practise of the professional activity, including the activities of keeping documents and valuables received from ENEL.

25 BIS.2 When accepting the appointment, the professional must inform ENEL of the details of the professional policy, its maximum and all subsequent changes by producing insurance certificates certifying the existence of the insurance coverages (which must carry: the details of the policy, the insurance policy, the insured's activity, reference to the ENEL Contract, the period of effectiveness, regular payment made for the relevant insurance premiums, the maximums, the deductibles and uncovered amounts and the main warranty disclaimers).

25 BIS.3 The professional policy must have a duration at least equal to the term of the appointment. For this purpose the professional must also produce suitable documentation proving renewal of any insurance coverages that may have expired or the insurance certificates certifying subscription of substitute insurance coverages, and all related payment receipts in a timely manner.

25 BIS. 4 It is understood that the existence, validity and effectiveness of the insurance policies pursuant to this article constitute an essential condition of the appointment's effectiveness, and therefore should the professional be unable to prove the insurance coverage at any time, ENEL may terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code.

## **26 "ALL RISKS" INSURANCE.**

When, in connection with the work that ENEL plans to carry out, the presence of multiple contractors is envisaged within the scope of the same site, even at a later time, ENEL may take out insurance coverage for damages to the work to be carried out that might occur during execution of the work also on behalf of the various Contractors. Therefore, for this purpose ENEL may take out a specific "all risks" policy with a primary insurance company, and the costs of the premium may be borne by each Contractor for the part or portion of its competence, based on what is specified in the Contract

## **27 MATERIALS AND EQUIPMENT.**

27.1. The Contractor may be entrusted with execution of services that require the use of materials, survey and/or measurement tools and equipment that may be totally or partially supplied by ENEL, based on the provisions of the Contract.

27.2. The materials, survey and/or measurement tools and equipment owned by ENEL entrusted with the Contractor for any reason or purpose shall be delivered within the time limits and with the methods established by ENEL in the Contract or, in their absence, in specific written communications.

27.3. The Contractor must check, following the methods and terms set out in the contractual documents, that the quantities, consistencies and evident condition of materials and equipment match what is described in the above-mentioned documents.

27.4. The Contractor must unload all materials delivered to it by ENEL, also through third-parties, at its expense and under its responsibility.

27.5. Should ENEL entrust its materials and equipment necessary to perform the services that are the subject of the Contract with the Contractor, ENEL can establish the relevant conditions and methods (for example: gratuitous lease). Should the entrusting not be free of charge, ENEL specifies the fees and methods of payment.

27.6. The materials, survey and/or measurement tools and equipment supplied and/or in any case used by the Contractor must be free of any defects and must correspond to all contractually established requirements.

27.7. The materials and equipment directly procured by the Contractor must be suitable for carrying out the services that are the subject of the Contract and their origin must be demonstrated upon request.

27.8. ENEL reserves the right to perform inspections and to refuse, by way of written communication together with proof of receipt, those materials and equipment used by the Contractor that, at its discretion, prove to be unsuitable for performing the services that are the subject of the Contract.

<sup>9</sup> This clause applies to those contracts with professionals who practise a "regulated profession", as defined by Italian Presidential Decree 137/2012, Chapter I, Article 1, letter a). The term regulated profession means the activity or sum total of activities whose practise is allowed only following registration in orders or colleges subject to having professional qualifications or ascertainment of the specific skills.



27.9. The Contractor must replace the materials and equipment described above at its expense and under its responsibility by the deadline established by ENEL in the aforesaid communication. In no case whatsoever may ENEL's refusal of materials and equipment give the Contractor the right to obtain a suspension or an extension of the terms for completing execution of the services.

27.10. The Contractor, for all the materials and equipment:

- its own;
- provided by ENEL, starting from the date on which it receives them;
- pre-existing and disassembled, planned to be returned to ENEL or re-used during execution of the services;

must, at its expense and under its responsibility until commissioning, or until their return to ENEL following the methods, time schedule and at the sites specified by ENEL:

- perform all the loading and unloading operations, transport, movement and positioning at the site and afterwards on site;
- keep them in deposits and store in suitable and well-maintained sites in order to ensure their perfect identification and preservation.

27.11. Materials and equipment owned by ENEL and entrusted with the Contractor for any reason must be returned to ENEL within the terms established in the Contract.

27.12. Any costs for repairing materials and equipment damaged during the operations it carries out are borne by the Contractor. Any equipment and materials found to be missing or beyond repair are debited to the Contractor at market prices, possibly increased in the percentage established in the Contract.

## **28 CONTRACTUAL MODIFICATIONS IN THE COURSE OF WORK.**

28.1. Without prejudice to what is established under Article 6 "ECONOMIC ASSESSMENT IN THE EVENT OF CHANGES TO THE CONTRACT" herein, the Contractor is required to perform the services that are the subject of the contractual modifications, as requested by ENEL, under the same contractual conditions until the amount of the contractual services set at the "initial date of reference" as per the Contract exceeds the percentage of the amount of the Contract specified therein.

28.2. ENEL requests the Contractor to carry out said modifications with a specific communication together with proof of receipt.

28.3. The Contractor may explicitly request new contractual conditions for the excess part before said limit is passed. In lack of an agreement on the new conditions, execution of the Contract is considered completed when the percentage mentioned above is reached.

28.4. After the terms above have expired with no result, the Contract is applied to all the works exceeding the aforesaid like with unaltered conditions.

28.5. The Contractor may not, without the prior written authorisation of Enel, make any modifications, additions or eliminations of any kind of entity to the contracted works.

## **29 CHANGE IN FLAT RATE PRICES.**

The changes in the executive project of activities remunerated at a flat rate, expressly and only requested by ENEL, give rise to adjustment of the corresponding flat rate price, to be agreed upon each time in compliance with what is established under Article 6 above "ECONOMIC ASSESSMENT IN THE EVENT OF CHANGES TO THE CONTRACT" and similar to the prices set in the Contract.

## **30 SERVICES AGAINST FINAL BALANCE.**

30.1. ENEL may request the Contractor, with sufficient advance notice, to also execute some modest services pertaining to the contract, so-called "Services against final balance", during execution of the contract and pay them based on the final balance figures.

30.2. To remunerate any services against final balance, the prices to be applied shall be defined in the Contract.

30.3. The small supplies of materials necessary only to perform the services described above shall be remunerated based on the market prices envisaged on the date of supply, checked by ENEL and documented by a Contractor's invoice, apply the increase established in the Contract to them, including compensation for overheads at a flat rate.

30.4. The Contractor is required to promptly make available to ENEL its organisation also for these "services against final balance", so is required to provide everything necessary to properly carry out said services under its sole responsibility. The services against final balance must be listed on specific daily lists, on which the work performed, the qualifications and time the labour, machinery, equipment and working tools are actually used, and the quantities of the materials supplied are indicated.

30.5. The execution of these services does not entitle extension of the contractual terms or special compensation for insufficient personnel or for non-use of site plant, temporary works and materials or for any interferences.

30.6. The amount of the services against final balance cannot exceed the ceiling established in the Contract.

### **31 CONTROLS AND CROSS-EXAMINATION FINDINGS.**

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

31.2. Should, at the outcome of these controls, the Contractor fail to submit in writing any disputes in relation to the decisions made by ENEL within ten days from receipt of the same, these decisions will be considered as accepted in full and the Contractor will lose its right to submit any reservations. As regards any complaints that the Contractor may present, ENEL must notify its decisions within thirty days of receipt.

31.3. The Contractor undertakes to carry out all cross-examination findings on situations or events occurring during execution of the Contract, signing the relevant report on findings, upon ENEL's request.

31.4. The Contractor is required to promptly report any irregularity in execution of the activity that is not of its competence but that might in any case condition its activity.

### **32 RESERVATIONS.**

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

32.2. The Contractor must also reconfirm the reservations brought forward in said accounting document under penalty of invalidation.

32.3. If it has submitted its observations, the Contractor must record any relevant reservations at the foot of the update of the accounting document relating to the period during which ENEL notified its final decisions under penalty of invalidation.

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

32.5. If the Contractor has not signed the report or if it has signed the report with reservations but has not then explained such reservations in the manner and term indicated above, the contents of the report shall be taken as ascertained and the Contractor shall no longer be entitled to claim these reservations and the requests referring to them, at any time and in any way.

32.6. When the last update of the accounting document is signed, the Contractor must withdraw the reservations it had raised during execution of the Contract and not yet resolved, but that it intends to maintain. Obviously no new reservations other than those relative to facts regarding the latest update will be permitted.

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

32.8. Except the cases in which ENEL deems it suitable to anticipate the review of the same, the reservations presented in the above-mentioned methods and terms will be examined after the Contractor has signed the report confirming their definitive acceptance of the works. The relevant determinations must be communicated to the Contractor within twelve months from signing said report.

32.9. Resolution of the reservations is recorded in a specific document signed by both Parties.

### **33 UNCOVERING OF ITEMS OF HISTORIC, ARTISTIC, ARCHAEOLOGICAL INTEREST.**

33.1. Without prejudice to what is established in Article 9.5.2 "WORKS" of the General Conditions - General Part and in applicable current legal provisions on the subject, ENEL is entitled to all claims to the items of value and of those involving science, history, art or archaeology that might be uncovered during execution of the activity.

33.2. The Contractor must immediately notify ENEL of the uncovering of the items above and must safeguard and protect them even by suspending the activities, if necessary or required by the competent Authorities. For the operations expressly ordered to ensure recovery, the Contractor is entitled to repayment of costs incurred.

### **34 TERMINATION REGULATIONS**

34.1. Without prejudice to what is established in Article 17 "Suspension, withdrawal and termination" of the General Terms—General Part and the terms established in Article 15 "Termination and execution in default, in all cases of termination with regard to the Contract, ENEL notifies the Contractor of the date on which the delivery operations of the works and the transfer of possession of the sites must take place. The Contractor must deliver the works immediately, *as is*, while ENEL is entitled to take all or part of the plant on site, the temporary works and materials of the Contractor.

34.2. Delivery of the works and transfer of possession of the sites by ENEL begins with a report on findings drawn up by both parties regarding the state of progress of the works executed and their regular execution and the consistency of the sites.

If the Contractor is not present at the joint findings or refuses to sign the relevant report, ENEL has the right to have it drawn up by a notary with the assistance of a sworn expert.

34.3. After the works are delivered and possession of the sites is transferred, filling in the latest situation of works based on the provisions of the Contract is initiated.

34.4. The works, even if these have not been finished but have been regularly executed, are calculated at the contract prices, in line with the terms set forth in the Contract.

34.5. The consideration for use of the site plants and for purchase of materials is set in agreement between the Parties. If in disagreement, ENEL decides in the interim, without prejudice to the Contractor's right to bring forward specific reservations.

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

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

### **35 DIFFICULTY OF EXECUTION.**

35.1. With reference to Article 1467 of the Civil Code and in partial derogation to paragraph 2 of Article 1664 of the Civil Code, it is established that if during execution of the Contract proven unforeseeable difficulties should arise, originating from water or geological causes extraordinary in nature, such as to make execution of the Contract considerably more onerous, the Contractor is entitled to obtain ascertainment of the difficulties from ENEL after immediately notifying the difficulties that have set in detail.

35.2. Having ascertained the extraordinary and unforeseeable nature of the difficulties that have set in and the consequent excessive onerousness of the works, the Contractor does not acquire the right to obtain any compensation for this reason, but may only exercise the right of withdrawal pursuant to forgoing Article 14.2 "Withdrawal due to difficulty of execution", unless ENEL states it is all the same willing to compensate the costs that the Contractor has to incur to overcome the unforeseeable difficulties that have set in.

35.3. If the proposed compensation is not accepted, the Contractor is required to continue the works based on the compensation set by ENEL. Said compensation, never to be considered in terms of the provisions under forgoing Article 29 "Contractual modifications in the course of work", is allowed in accounting, without prejudice to the Contractor's right to bring forward reservations pursuant to Article 33 "Reservations".

### **36 DISSOLUTION FOLLOWING NON-CONSIGNMENT OR SUSPENSION OF WORKS.**

36.1. The Contract will be terminated for all practical purposes upon the request of one of the Parties after 180 (one hundred eighty) consecutive calendar days have passed since the term set out in the Contract without ENEL having made the site available or delivered the works of the areas.

36.2. The Contract will be terminated for all practical purposes if ENEL has ordered total suspension of the works owing to events not attributable to the Contractor for a number of calendar days, even not consecutive but calculated as a sum total, greater than 180 (one hundred eighty).

### **37 JOINT RESPONSIBILITY<sup>10</sup>.**

#### **37.1. Protective clauses.**

37.1.1. With regard to its employees, whose services concern the activities that are the subject of the Contract, the Contractor undertakes to:

1. apply regulatory and remuneration conditions no lower than those contained in the national collective bargaining agreement signed by the most representative trade union associations and in the local and/or corporate supplementary agreements referring to the sector of activity of competence, in force during the period of time and at the places where the works are performed;
2. comply with the rules regarding remuneration - including the portions of severance pay - and guarantee regular execution and precise payment of the withholding taxes on employee income provided for by the current legislation, payment of VAT, and regularly meet the insurance, contribution, welfare obligations and those of any type, in compliance with the laws, regulations and rules in force;
3. ensure observance of the employees' obligation to display their ID badge pursuant to current laws. Pursuant to Article 1381 of the Civil Code, the Contractor undertakes to have this obligation observed also by any other self-employed workers and employees of subcontractors, and to check that its employees, the self-employed workers and the employees of subcontractors display said badge;

<sup>10</sup> The clauses under this article apply to contracts of works, services and supplies with installation.

4. use types of contracts consistent with the work services requested and in actual fact performed for the workers employed in the contract, in compliance with the respective disciplines in force on the subject;
5. ensure the invariance of economic treatment for the workers hired back by the Contractor taking over with equal economic conditions and regulations provided for by the national collective bargaining agreements of the sector established with the Organisations comparatively most representative being equal<sup>11</sup>.

### **37.1. 2. Sending documentation.**

37.1.2.1 All documentation described under the following points must be sent to ENEL after accessing the Joint and Several Liability Controls System (hereinafter also "SCRS") at the following address (further details are provided in the Technical Annex):

<https://www.ENEL.intesa.it/ENELRS>

37.1.2.2 ENEL will:

- modify the list of documents specified hereunder and/or to change the methods with which the requested information/documentation should be provided with a specific communication via public certified email and with advance notice of at least 30 days;
- perform all documentary and non-documentary checks described in points 37.2 and 37.3 below. Should the above-mentioned checks provide a negative result, ENEL reserves the right to suspend payments due to the contractor and to terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code and to take all other actions to protect its interests.

### **37. 2. Information and documentation to produce before commencing execution.**

37.2.1. In observance of the current rules regulating the protection of personal data, the Contractor is required to connect to the dedicated IT platform and to enter the specific annex B1 - which forms an integral part of the Contract - duly filled in completely and complete with the documentation referred to therein before beginning to execute the activities that are the subject of the Contract, with reference to all the workers employed in the contract (including any freelance workers and any workers detached from a company other than the contractor or subcontractor, as well as any temporary workers<sup>12</sup>.

37.2.2. In the event of subcontracting, the Contractor must provide the same documentation related to the subcontractor's personnel.

37.2.3. It is understood that the Contract will be effective only after the aforementioned documentation is sent.

37.2.4. The Contractor is also required to promptly notify ENEL of all changes in the workers (e.g. severances, recruitments and new assignments to the activity that is the subject of the contract), and to consistently update the sheet of annex B1. The relevant documentation as specified in the mentioned annex B1 must be delivered for each new introduction of workers.

37.2.5. Only personnel previously communicated, for whom the documentation certifying what is required above has been submitted, shall be allowed to enter the ENEL site.

### **37.3. Information and documentation to produce periodically.**

37.3.1. In observance of the current personal data protection rules, the Contractor is required to deliver the following documentation certifying the regular fulfilment of the remuneration, contribution and insurance obligations by itself and, in the case detached workers are used, by the respective employer before payment of each instalment of the consideration and final payment of the balance.

37.3.2. The documentation must concern the workers employed in the contract and must refer to the period prior to payment of the consideration instalment of the Contract.

37.3.3. In the event of subcontracting, the Contractor must provide the same documentation described in this point related to the subcontractor.

37.3.4. The documentation to be delivered is the following:

- a) if not officially acquired by ENEL, the certificate of social security compliance (so-called DURC, updated);
- b) copies of the F24 form duly receipted (i.e. with debit receipt following electronic sending of the F24 form online) regarding the monthly payments prior to the one in which the term for payment of the consideration/instalment of the Contract is set;
- c) declaration in lieu of affidavit (pursuant to Articles 2 and 47 of Italian Presidential Decree no. 445 of 28 January 2000) as per the format annexed to the Contract (annex C1) signed by the legal representative of the Contractor together with the photocopy of the signatory's ID document;

<sup>11</sup> The clause applies to the contracts of services, such as cleaning, canteens, in which the company awarded the contract takes over from another company with the re-hiring of the personnel previously employed by the outgoing company.

<sup>12</sup> If detached workers from outside the EU are used, also the appropriate documentation required by law certifying possession of the requisites required for performing work activity in Italy should be delivered, such as residence permit, sponsor licence, etc.

- d) as an alternative to the documentation pursuant to letters b) and c), the asseveration of the professional<sup>13</sup> as per the format annexed (annex D1) with the photocopy of the signatory's valid ID document.

It is understood that acquisition of the above-mentioned documentation by ENEL can in no way constitute limitation of the liability of the Contractor/subcontractor should they not fulfil their obligations.

37.3.5. In the case in which the Contractor is not up-to-date with regular fulfilment of the remuneration, social security and insurance fulfilments with regard to the employees it employs in executing the Contract, or - in at the discretion of ENEL - it is found that the types of contracts used for the workers employed in the contract are not consistent with the services in actual fact supplied, ENEL has the right to terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code.

#### **37.4. ENEL's right of verification.**

37.4.1. In compliance with the current personal data protection rules, the Contractor is required to allow ENEL to check that the remuneration, insurance and social security obligations have been fulfilled.

37.4.2. In addition to the verifications above, ENEL reserves the right to perform further occupational safety checks and those concerning legal and contractual fulfilments (including legislation on working hours). Said verifications may be carried out directly with personnel authorised by ENEL (which may therefore access the sites and place where the works are being performed at any time) or through a request to the Contractor to produce suitable documentation. By way of example, compliance with the obligation to display the badge required by current legislation may be checked, or a copy of the single employment ledger completed in the data records, remuneration/contribution and monthly presences portion, clock card (or weekly presence report) signed by the employee, or equivalent tool for registering presences, DURC, copy of the receipt of successful sending of the Uniemens form containing the progressive transmission number, the file name, the data of the transmission content including the details of the DM10 generated by the INPS electronic procedure, and a copy (if not already acquired) of the prior mandatory electronic communication of recruitment, or a copy of the notice sent to INPS/INAIL and to the special construction workers' funds and copy of the receipted F24 forms, etc.

37.4.3. It is understood that ENEL's failure to request verification can in no way constitute limitation of the liability of the Contractor should it not fulfil its obligations.

#### **37.5. Clause for sites (where applicable).**

37.5.1. In compliance with the current personal data protection rules, the Contractor, as regards all companies present at the site (including any subcontractors) - also for the purpose of the verifications pursuant to the forgoing point 37.4 "ENEL's right of verification" - is required to make available within the scope of the site all documentation that the employers are required to hold and update based on current legislation, such as::

- ▶ single employment ledger with reference to only employees engaged in the site works, updated every time new workers enter the site;
- ▶ for the non-EU workers, the Contractor must produce their residence permits;
- ▶ updated injury ledger;
- ▶ any recruitment communications;
- ▶ DURC (if not officially acquired by ENEL), which should be updated monthly;
- ▶ documentation certifying basic occupational prevention and safety training provided to its workers at the site;
- ▶ documentation on the obligations of Italian Legislative Decree 81/2008 regarding its site plants, the Operational Safety Plan, the scaffolding assembly/disassembly plan.

#### **37.6. Measures to safeguard fulfilment.**

37.6.1. In the case of non-fulfilment of the above obligations pursuant to forgoing points 37.3, 37.4 and 37.5, or in case of infringements based on the same documentation, ENEL is entitled to terminate the Contract pursuant to and by effect of Article 1456 of the Civil Code and to take all actions to safeguard its interests.

37.6.2. With a specific insurance policy, the Contractor shall take upon itself all damage for which its employees are not indemnified by INAIL (Article 26, paragraph 4 of Italian Legislative Decree 81/2008); the Contractor should include a similar burden in its contracts with any subcontractors.

#### **37.7. Payments.**

ENEL shall pay the consideration subject to the Contractor's production of the documentation provided for in the Contract, including that described in the forgoing points on controls. It is however understood that any delays in producing the aforesaid documentation cannot cause the accrual of interest in favour of the Contractor.

#### **37.8. Subcontract.**

37.8.1. The Contractor undertakes to introduce the obligations pursuant to the forgoing points in the contracts with subcontractors. Pursuant to Article 1381 of the Civil Code, the Contractor specifically undertakes precise fulfilment of said obligations by third-party subcontractors. The Contractor undertakes to deliver, upon the request of ENEL and without prejudice to what is already

<sup>13</sup> That is to say, the subjects pursuant to Article 35, paragraph 1 of Italian Legislative Decree no. 241 of 9 July 1997, i.e. the professional responsible for the tax law assistance centres pursuant to Article 3, paragraph 3, letter a) of Italian Presidential Decree no. 322 of 22 July 1998.

provided for under forgoing point 37.3, all documentation able to certify regularity of the treatment of the workers of the subcontractor company and to notify ENEL of all complaints that should be submitted by the subcontractor's workers. With reference to the sites, the Contractor should also include in the subcontractor's contract the right for ENEL to perform direct verifications of the documentation to be permanently kept at the site pursuant to forgoing point 37.5 (clause for sites).

37.8.2. The Contractor should also indemnify ENEL and hold it harmless from any financial demand put forward against it by its employees and by those of the subcontractor company resulting from non-fulfilment of contractual, insurance and social security obligations.

37.8.3. Without prejudice to the provisions of the personal data processing clause under forgoing Article 17 "Protection of personal data" and supplementing it, ENEL informs the Contractor that the personal data processing pertaining to the employees of the contractor and any subcontractor companies (including site access control) is carried out only for the purposes connected with execution of the Contract and with the legal discipline on the subject of measures against tax evasion and avoidance and clandestine work and for promoting occupational safety. Said data processed in paper and automated form are stored for a period of time no longer than necessary for the purposes for which they were collected and afterwards processed, taking into account observance of the statute of limitations, without prejudice to the obligations to store accounting records pursuant to present and future laws. The contractor/subcontractor company shall inform the interested parties and obtain, where due and/or requested by the Principal ENEL Group company, the consents necessary for processing the personal data necessary for the purposes explained above.

37.8.4. In the case of any subcontract, the Contractor undertakes to introduce the obligations pursuant to this point 17 "Protection of personal data" in the contracts with the subcontractors. Pursuant to Article 1381 of the Civil Code, the Contractor specifically undertakes precise fulfilment of said obligations by third-party subcontractors.



### **SECTION III - SITE ORGANISATION AND MANAGEMENT**

#### **38 KNOWLEDGE OF ENVIRONMENTAL CONDITIONS.**

38.1. In all cases in which an inspection and hence knowledge of the environmental conditions of the places where the activities will be carried out are planned, the Contractor expressly declares that:

- ▶ it has been fully informed regarding the type of services that are the subject of the above-mentioned Contract, the type of places, local conditions and all other elements necessary and that they have assigned due consideration to these in relation to all the circumstances and hazards that might affect the execution of the services and how the prices are determined;
- ▶ it is aware of the location, accesses and characteristics of the zone affected by the works, jobs and interventions and of all environmental conditions, particularly regarding the relevant specific risks and corresponding safety measures, having received all information on the subject from ENEL;
- ▶ it is perfectly knowledgeable of the places where the sites must be installed and where jobs, works and interventions will be performed, and of the health conditions of the zone, the weather conditions, the water system, the possibility to procure water and materials, the access routes, the possibility of transit, the distance of the work sites from the built-up areas, the availability of vehicles, the availability and actual cost of labour regardless of the official rates, the location and conditions of the places suitable for any quarries and landfills, and to also have considered the constraints caused to it by any simultaneous performance of other works on behalf of ENEL, and all other costs, if any.

#### **39 SPECIAL OBLIGATIONS.**

39.1. The Contractor does not have the right to any sort of compensation for costs that may arise, also inside the sites and work areas, from use and the normal operation of assets, installations and services belonging to ENEL or to third-parties, and from constraints in favour of ENEL or of third-parties, particularly concerning the presence and maintenance of buildings, items, roads, waterways, ducts, or the presence of plants, networks and equipment under construction and/or in operation, by way of example but not limited to:

- production, transformation and transmission of electricity, including electric cables and live machinery of all kinds;
- pressurised transport and distribution of gas (methane, LPG or other types), also liquefied;
- transport and distribution of water, pressurised and/or open channel;
- telecommunication and data transmission via cable and/or optic fibre;
- of any other type;

also in the cases in which their presence should be ascertained in the course of work.

#### **40 STORAGE.**

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

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

40.3. For those materials supplied by ENEL and not used or disassembled during the course of execution of the Contract and intended to be returned to ENEL, the storage obligations ceases when they are returned to the sites specified by ENEL.

40.4. Should it consider it opportune to safeguard the sites, deposits and work areas using a guard service, the Contractor is required to comply with the rules of the applicable legislation.

#### **41 DISCIPLINE ON SITES AND IN WORK AREAS.**

41.1 The Contractor must maintain discipline, cleanliness and tidiness at the sites and in the work areas, and is required to have its personnel, any construction contractors, and subcontractors comply with all rules of law and instructions of ENEL, and take all necessary measures. Access to the sites and work areas must be strictly prohibited to all people who are mere laymen; upon the Contractor's justified request, any exceptions must be approved in advance by ENEL with express signed declaration and the Contractor must follow the instructions given to it to this regard. At the end of the works, all areas used - including the accesses - must be left unencumbered and put in order by the Contractor.

41.2 The Contractor is in all cases however responsible to ENEL and to third-parties for the actions of its personnel involved in the works.

## **42 ARRANGEMENT OF THE SITES.**

42.1. In arranging the sites, the Contractor must duly take into account not only the nature of the works, but also all of the elements deriving from the environmental conditions.

42.2. Arrangement of the sites must be approved in advance by ENEL, without this approval implying any responsibility for ENEL itself.

42.3. If during execution of the activities ENEL requests site plants and/or temporary works of the Contractor to be moved, the Contractor is required to start without delay and is entitled to repayment of the costs incurred and documented, unless the cause for the movement is attributable to it.

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

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

43.2. The accesses, even if built and/or arranged at the expense of the Contractor, may be used free of charge also by ENEL or by third parties authorised for any reason by ENEL.

43.3. The Contractor must provide for whatever is necessary to ensure and maintain the conditions and safety of the roads and of the areas, both public and privately owned, used to execute the jobs, works and interventions, complying with all rules and prescriptions of the competent Authorities or of the owners, with particular regard to the load limitations, preservation and efficiency of the same roads or affected areas, bearing the relevant costs.

43.4. The Contractor is not entitled to any compensation if while executing the works, jobs and interventions it has to alter or replace, in qualitative and/or quantitative terms, the site plants and temporary works compared to its initial expectations.

## **44 SITE SIGNAGE.**

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

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

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

45.1. The Contractor must provide for transportation inside the site, including all loading and unloading, at the deposit and for warehousing all materials, equipment and machinery necessary for executing the contracted works at the same sites, even if they are procured directly from ENEL for this purpose. As a result, the Contractor is required to set up the necessary free spaces, deposits and warehouses, maintained and run in such a way as to ensure perfect preservation of the materials and equipment, separated in the different types, and is also responsible for the cost for any movements and transportation of the aforesaid materials, equipment and machinery if they appear necessary and advisable during the works.

45.2. The Contractor is required to start all movements requested by ENEL. The Contractor answers for any shortage in what ENEL supplies, and for the deterioration and drop should they be attributable to the Contractor, even if only for negligence..

45.3. The entry and exit of what is procured from ENEL from said deposits and warehouses are regulated by the instructions given by ENEL itself.

## **46 SITE SHUT-DOWN.**

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



"JOINT RESPONSIBILITY" ANNEXES

## ANNEX B1

No	Surname and Name <sup>1(§)</sup>	Tax Code	Percentage of time dedicated to the contract	Type of labour contract <sup>2(°)</sup>	Employer	Classification and position	National collective bargaining agreement	Date recruited	INPS register number or that of any other social insurance funds	INAIL local insurance position (P.A.T.)	Change (3°) I (Introduced) U (Left)	Change Date

**Total workers:**

The following documentation is annexed

- ☐ copy of the abstract of the single employment ledger (LUL) based on current legislation (to refer to only personal data, excluding remuneration and presence data), signed by the legal representative of the company.
- ☐ copies of the prior mandatory electronic communication (UniLAV Standard Mandatory Communication) or copy of the notice to INPS/INAIL and to the special construction workers' funds that the employment has begun; in the case of detached workers, copies of the letters of detachment and copy of the mandatory electronic detachment communication; in the case of temporary work, copy of the staff leasing agreement.
- ☐ if not already officially acquired by ENEL, single document updated with regularity of contributions (so-called DURC) or the certificate of regularity of contributions issued by INPS, INAIL and by any other social insurance funds as far as each are concerned.
- ☐ declaration of average annual number of employees, separated by position, and a declaration on the collective agreement established with the trade union organisations comparatively most representative, applied to the employees<sup>4(%)</sup>.

\_\_\_\_\_

(signature of Contractor/subcontractor)

<sup>(§)</sup> If detached workers from outside the EU are used, also the appropriate documentation required by law certifying possession of the requisites required for performing work activity in Italy should be delivered (e.g. residence permit, sponsor licence, etc.).

<sup>(°)</sup> If contractual forms other than those of subordinate employment are used, the Contractor is required to point out the type of contract (e.g. detachment, temporary, project collaboration, etc.), starting date and term, and if the Contractor is not owner of the employment relationship, it should also specify the employer of the employee used, in these cases specifying whether the employee is temporary or detached and provide evidence of it by filling in additional items on the table (to fill in with reference to the real employer).

<sup>(°)</sup> To fill in in case of subsequent changes in workers engaged in the contract: indicate "I" for workers introduced as contract operators (and not on the initial or subsequent list) or "U" for workers that have left (introduced on the initial or subsequent list but are no long contract operators), specifying the date the change starts in the column.

<sup>(%)</sup> Said delivery is required only for the works falling within the scope of application of Title IV (temporary or mobile sites) of Italian Legislative Decree no. 81/2008, in compliance with the provisions of Article 90 of the above-mentioned Italian Legislative Decree ("declaration of the average annual number of employees, separated by position, complete with the details of the workers' claims submitted to INPS, INAIL and the special construction workers' funds, and a declaration relating to the collective agreement established by the trade union organisations comparatively most represented applied to the employees").

## ANNEX C1

**STATEMENT SUBSTITUTING AN ATTESTED AFFIDAVIT**  
(Articles 2 and 47 of Italian Presidential Decree no. 445 of 28 December 2000)

I the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, tax code \_\_\_\_\_, legal representative of \_\_\_\_\_, with offices in \_\_\_\_\_ in the capacity of Contractor/subcontractor of the Contract of 1(:) \_\_\_\_\_, established with \_\_\_\_\_, on the date \_\_\_\_\_, aware of the criminal sanctions in the case of fraudulent statements and of setting up or using false documents, referred to in Article 76 of Italian Presidential Decree no. 445 of 28 December 20002(+).

**DECLARES**

1. to have correctly paid the remuneration and made and paid the social security and insurance contributions, the severance pay provision (even if transferred to supplementary retirement benefit plans), the withholding taxes on the employee's income in connection with the subjects listed below, employed in executing the Contract pursuant to the above regarding the period from (dd/mm/yyyy) ... to ... (dd/mm/yyyy)3(\*).

**month and year of reference...**(mm/yyyy)4(^)

Surname and name of the worker employed in the contract	Tax Code	Amount of monthly gross remuneration	Amount of contributions Social security	Amount of contributions Insurance charges due5(&)	Provision Termination benefits
Total					

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

no...

**List of payments with F24 forms (to be attached)**

day month year                      Amount                      Debit receipts  
 \_\_\_\_/\_\_\_\_/\_\_\_\_                      € \_\_\_\_                      no.      of

day month year                      Amount                      Debit receipts  
 \_\_\_\_/\_\_\_\_/\_\_\_\_                      € \_\_\_\_                      no.      of

2. the regularity of contributions certified by the DURC also refers to the subjects employed in execution of the work or service appointed.

\_\_\_\_\_, \_\_\_\_\_

(signature of the legal representative of the Contractor/subcontractor)

Annex photocopy of identity document(currently valid)

**Personal Data Processing**

Pursuant to current personal data protection legislation, please be informed that the data provided will be processed by ENEL/Contractor based on the provisions of the Contract/subcontract and for the purposes indicated therein. Pursuant to the above-mentioned legislation, you have the right to access your data and ask Enel to make corrections, integrations or, as the case may be, cancellation or blocking.

<sup>(3)</sup> enter ID protocol of contract

<sup>(4)</sup>Art. 76, paragraphs 1 and 2, Italian Presidential Decree 445 of 28 December 2000: "1. Whoever issues fraudulent statements, sets up false documents or makes use of the cases provided for by this Consolidation Law is punished pursuant to the criminal code and special laws on the subject. 2.production of a document containing data no longer truthful is the same as using a fraudulent document."

<sup>(5)</sup> The period of execution of the Contract relating to the months prior to the on in which the term for payment of the amount/instalment of the Contract must be entered; in the case of final balance, the declaration must refer also to the last month of execution of the contract.

<sup>(6)</sup> The table must be filled in with reference to the remuneration of each of the months specified in the period of reference.

<sup>(8)</sup> The INAIL premium allocated in each month for each worker to be paid in self-liquidation must be specified.

**ANNEX D1 (ALTERNATIVE TO C1)**
**ASSEVERATION OF THE PROFESSIONAL**

I, the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, Tax code \_\_\_\_\_, residing in \_\_\_\_\_, (street) \_\_\_\_\_ no. \_\_\_\_\_ postal code \_\_\_\_\_,  
☐ responsible for the tax assistance of the centre ..... pursuant to Article 35, paragraph 1, Italian Legislative Decree no. 241 of 9 July 1997, located in .....  
☐ qualified to practise the profession pursuant to Article 3, paragraph 3, letter a) of Italian Presidential Decree no. 322 of 22 July 1998, in so far as being registered with the Register/Order of \_\_\_\_\_ of the Province of \_\_\_\_\_ with no. \_\_\_\_\_, or with Section A/Section B of the Register ....., with firm in \_\_\_\_\_

regarding the Contract/subcontract<sup>6</sup>(: ) \_\_\_\_\_ established on the date \_\_\_\_\_, between ENEL/Contractor and the Contractor/subcontractor .....  
**DECLARES**

that the \_\_\_\_\_ Contractor/subcontractor has paid the remuneration and correctly made and paid the social security and insurance contributions, the severance pay provision (even if transferred to supplementary retirement benefit plans), the withholding taxes on the employee's income in connection with the subjects listed below, employed in executing the Contract pursuant to the above regarding the period from (dd/mm/yyyy) ... to ... (dd/mm/yyyy)<sup>7</sup>(\*).

**month and year of reference...**(mm/yyyy) **8**(^)

Surname and name of the worker employed in the contract	Tax Code	Amount of monthly gross remuneration	Amount of contributions Social security	Amount of contributions Insurance charges due <sup>9</sup> (&)	Provision Termination benefits
Total					

**month and year of reference...**(mm/yyyy) no...

**List of payments with F24 forms**

day month year	Amount	Debit receipts
____/____/____	€ _____	no. _____ of _____
day month year	Amount	Debit receipts
____/____/____	€ _____	no. _____ of _____

professional stamp and Professional's signature  
 \_\_\_\_\_

<sup>(3)</sup> Enter ID protocol of the contract.

<sup>(7)</sup> The period of execution of the Contract relating to the months prior to the on in which the term for payment of the amount/instalment of the Contract must be entered; in the case of final balance, the declaration must refer also to the last month of execution of the contract.

<sup>(4)</sup> The table must be filled in with reference to the remuneration of each of the months specified in the period of reference.

<sup>(8)</sup> The INAIL premium allocated in each month for each worker to be paid in self-liquidation must be specified



## TECHNICAL ANNEX

### 1. CONNECTION OF JOINT RESPONSIBILITY SYSTEM IT PLATFORM.

The documents regarding Joint Responsibility are supplied using an IT platform on the Internet called SRS (Joint Responsibility System).

This IT platform is the point of interaction between the third-party Contractor and the ENEL unit that handles the Joint Responsibility controls; it therefore allows the Contractor to upload documents it has to provide to ENEL and receive the feedback information regarding the control phases.

Constant attention paid to the ongoing improvement of the processes, aimed at attaining better synergy between ENEL and the third-party Contractor, led to the decision to make access to the management system available to the Contractor directly via the web.

It is necessary to register on the Portal and be enabled to use the application, as better specified below, in order to access the system.

#### 1.1. ACCESS IN SRS APPLICATION.

ENEL will communicate the SRS system access credentials, while the instructions to register with the SRS system via the web portal (<https://www.ENEL.intesa.it/ENELRS>) are provided in a specific document (Manuale\_utente\_SRS\_Appaltatore), which can be downloaded from the portal when connecting to the system the first time. A "Contractor's Guide" on the more substantial and operational aspects will be available on the portal to supplement the manual.

The two documents (Manual and Contractor's Guide) provide complete information on the operational aspects concerning the third-party Contractor; in view of the extreme simplicity of the functions, no training courses on using the SRS system are planned.

ENEL will make available two email boxes available, to which the Contractor can write for any access problems (technical support box) and for using the function (application support box).

#### 1.2. IT EQUIPMENT.

To correctly use the application with a good performance result, the Contractor must be equipped with two work stations with the following minimum requisites:

- x86 PC Compatible (32 or 64 bit) with minimum memory of 1 GB of RAM
- Browser: Microsoft Internet Explorer with version 6 or later, or Mozilla Firefox with version 7 or later
- Connection to ultra-fast Internet (ADSL)

The IT equipment may undergo an inspection by qualified ENEL personnel before being issued authorisation to operate on the SRS system.

#### 1.3. ELECTRONIC DIGITAL SIGNATURE.

Since all the documents to send to ENEL via the SRS Portal must be digitally signed, the third-party Contractor must be in possession of a digital signature.

Digital signature kits can be purchased from an accredited certifier; for more information, please refer to the website of the national Public Administration digitalisation body at the following pages:

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

#### 1.4. ECONOMIC COSTS SUSTAINED BY THE CONTRACTOR.

Acquisition of the equipment for IT work stations are at the total expense and responsibility of the Contractor.

The Contractor also bears the costs for configuring the devices and for the ADSL service fees to access the SRS application via the web.

If ENEL's intervention is required for correct operation of the IT devices (e.g. to install software or patches), the Contractor will be required to collaborate with ENEL to execute the necessary configuration/installation operations.

#### 1.5. ECONOMIC COSTS SUSTAINED BY ENEL.



The costs for acquiring application licences and the technical and application assistance service are sustained by ENEL.



ATTACHMENT 6 ANNEX ITALY

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

**HUMAN RIGHTS DECLARATION (Company)**

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

declares:

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

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

Yours faithfully,

Date, .....

Company stamp

Signature of legal representative



ATTACHMENT 7 ANNEX ITALY

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

**HUMAN RIGHTS DECLARATION (Natural Person)**

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

declares:

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

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

Yours faithfully,

Date, .....

Stamp

Signature



**SAFETY ANNEXES**

**USE OF ENEL IT SYSTEMS**

ATTACHMENT 8 ANNEX ITALY

STATEMENT OF CONFIDENTIALITY

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

RE: .....

The undersigned:

(first name and surname of the declarant)

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

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

☐ Owner

}

of

(Name/Company Name)

☐ Legal Representative

DECLARES:

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

1) Mr .....

(Surname, First name)

2) Mr .....

(Surname, First name)

- that each of the persons listed above has signed the appropriate individual confidentiality clause attached hereto;
- that the reference person appointed to keep the list described above constantly updated is Mr \_\_\_\_\_ email \_\_\_\_\_  
Tel. \_\_\_\_\_ Fax \_\_\_\_\_

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

Date \_\_\_\_\_

The Declarant

(Stamp and Signature)





## INDIVIDUAL STATEMENT OF CONFIDENTIALITY

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

RE: .....

The undersigned.....

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

to be completed if the Contract in question is in the name of a

☐ employee☐ consultant

} of the company .....

in relation to the above Contract, undertakes:

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

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

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

For acceptance

Signature

.....

Date: .....

**SECURITY RULES FOR USE OF ENEL COMPUTER SYSTEMS**

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

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

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



**INVOICING ANNEX**

**ANNEX 9 ITALY ANNEX - ELECTRONIC INVOICING OBLIGATION.**

In order to avoid the impossibility for Enel Group Companies established in Italy to process invoices sent through channels not contemplated by the new legislation, all suppliers are asked to check whether they fall under the above-mentioned obligation before they issue an invoice.

Several key fields required when filling in the electronic invoice (XML format) to minimise difficulties in processing the invoices in the Enel management system, in order to guarantee payment within the contractual terms, are illustrated below.

- Transmission data
- Notification of Failed Delivery
- Purchase order
- Stamp
- VAT collectability
- Tender identification number/Uniform project code
- Delivery note
- Receipt data
- Attachments

The information provided may be supplemented/amended following updates by the Inland Revenue Agency or to supplement information or data that become necessary for Enel in the invoice registration process.

**Transmission data**

Invoices or journal entries must be sent to the Enel Companies using the Transmission Format - format reference XML [1.1.3] - required for invoicing between private parties or B2B (FPR12) which requires a Recipient Code [1.1.4] consisting of 7 characters "0000000"

Example of correct filling in

```
<FormatoTrasmissione>FPR12</FormatoTrasmissione>  
<CodiceDestinatario>0000000</CodiceDestinatario>
```

The Enel Companies do not provide public certified email addresses or recipient codes. The Enel companies have availed themselves of the Preregistration service enabled on the Inland Revenue Agency website. For the delivery of electronic invoices all that is necessary is to properly enter the Recipient Code 0000000 and the VAT number of the Enel Company that is principal of the purchase.

The SDI will forward the document to the electronic address notified with the "registration service" to the detriment of the address, if different, that may or may not be indicated in the electronic invoice.

It is therefore mandatory to correctly indicate the VAT number and the recipient code.

It is important to correctly indicate the VAT number in the proper position of the XML format [1.4.1.1]

Correct example referring to one of the Enel Group Companies (company Enel Sole S.r.l)

```
<CessionarioCommittente>  
<DatiAnagrafici>
```

```

<IdFiscaleIVA>
  <IdPaese>IT</IdPaese>
  <IdCodice> 05999811002</IdCodice>
</IdFiscaleIVA>
<CodiceFiscale> 02322600541</CodiceFiscale>
<Anagrafica>
  <Denominazione>Enel Sole S.r.l</Denominazione>

```

**Example of incorrect filling in - no VAT number entry.**

```

<CessionarioCommittente>
  <DatiAnagrafici>
    <CodiceFiscale> 02322600541</CodiceFiscale>
    <Anagrafica>
      <Denominazione>Enel Sole S.r.l</Denominazione>

```

**Example of incorrect filling in - reversal of data. Tax code entered in the VAT number position.**

```

<CessionarioCommittente>
  <DatiAnagrafici>
    <IdFiscaleIVA>
      <IdPaese>IT</IdPaese>
      <IdCodice> 02322600541</IdCodice>
    </IdFiscaleIVA>
    <CodiceFiscale>05999811002 </CodiceFiscale>
    <Anagrafica>
      <Denominazione>Enel Sole S.r.l</Denominazione>

```

## Notification of Failed Delivery

If because of technical reasons not attributable to the SDI delivery is impossible (e.g. public certified email box full or not enabled, or electronic channel not enabled), the SDI makes available the electronic invoice available to the transferee/principal in its reserved area of the Inland Revenue Agency website, and notifies this information to the transmitting party. The transferor/lender is required to promptly notify the Enel Group Companies through the **email box** that the original copy of the electronic invoice is at its disposal in the reserved area of the Inland Revenue Agency website. We ask that suppliers quickly produce the communication by reporting a **copy of the notification of failed delivery** and a digital or analogue copy of the electronic invoice in order to allow us to process the invoice within the scheduled payment terms.

## Purchase order

If provided by the Enel Companies, as contractually provided for, the order ID must be entered in the invoice and its position is found in DatiOrdineAcquisto [2.1.2] in the section IdDocumento [2.1.2.2]. If it is entered in other fields, e.g. “DatiContratto o altro campo descrittivo”, our systems will not recognise the element.

The purchase order ID of the Enel Companies always has a length of 10 alphanumeric characters. Attention must therefore be paid to correctly entering the specific block:

Correct example of filling in: the order was entered in the correct block

```
<DatiOrdineAcquisto>
  <RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>
  <IdDocumento>4500001164</IdDocumento>
  <NumItem>00010</NumItem>
</DatiOrdineAcquisto>
```

**Incorrect example of filling in: the purchase order was entered in the contract block**

```
<DatiContratto>
  <RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>
  <IdDocumento>4500001164</IdDocumento>
  <NumItem>10</NumItem>
</DatiContratto>
```

**Correct example of filling in: the purchase order and contract were entered in the correct positions**

```
<DatiOrdineAcquisto>
  <RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>
  <IdDocumento>4500001164</IdDocumento>
  <NumItem>00010</NumItem>
</DatiOrdineAcquisto>
<DatiContratto>
  <IdDocumento>8400126611</IdDocumento>
</DatiContratto>
```

## Stamp

If stamp duty is required, the data must be entered in the specific block DatiBollo [2.1.1.6]:

- [2.1.1.6.1] VirtualStamp YES
- [2.1.1.6.2] StampAmount 2.00

Remember that stamp duty is not applied for invoices of an amount under € 77.47.

```
<DatiBollo>
  <BolloVirtuale>SI</BolloVirtuale>
```



<ImportoBollo>2.00</ImportoBollo>

</DatiBollo>

If the supplier fills in the specific field above without at the same time entering a detail line for the stamp amount of € 2, the stamp amount will be considered to be borne by the supplier. On the other hand, if the supplier enters the relevant detail line to make the tax enter the invoice total, it will be considered to be borne by the principal.

A correct example in the line position follows:

<DettaglioLinee>

<NumeroLinea>2</NumeroLinea>

<Descrizione>Bollo</Descrizione>

<Quantita>1.00</Quantita>

<PrezzoUnitario>2.00</PrezzoUnitario>

<PrezzoTotale>2.00</PrezzoTotale>

<AliquotaIVA>0.00</AliquotaIVA>

<Natura>N1</Natura>

</DettaglioLinee>

### VAT collectability

In general the Enel Group Companies fall under the split payment mechanism. This is why only electronic invoices issued in the split payment mechanism can be accepted, and any other VAT collectability mechanism will not be accepted, resulting in **refusal of the invoice and non-payment**. We ask that you consult the valid lists in order to apply the split payment mechanism on the Italian Ministry for the Economy and Finance - Finance Department.

Criteria for filling in VAT collectability [2.2.2.7]

**Indicate the letter S** Split payment Article 17-ter of Italian Presidential Decree 633/72

Correct summary example

<DatiRiepilogo>

<AliquotaIVA>22.00</AliquotaIVA>

<ImponibileImporto>241067.66</ImponibileImporto>

<Imposta>53034.89</Imposta>

<EsigibilitaIVA>S</EsigibilitaIVA>

</DatiRiepilogo>

### Incorrect summary example

<DatiRiepilogo>

<AliquotaIVA>22.00</AliquotaIVA>

<ImponibileImporto>241067.66</ImponibileImporto>

<Imposta>53034.89</Imposta>

<EsigibilitaIVA>I</EsigibilitaIVA>

</DatiRiepilogo>

**Tender identification number/Uniform project code**

If contractually present, the tender identification number/uniform project code must be provided in:

**DatiContratto** [2.1.3] respectively in the section **CodiceCUP** [2.1.3.6] and/or **CodiceCIG** [2.1.3.7].

**• Delivery note**

In the case of supplies of goods certified with a transport document, it is necessary to indicate the details of the delivery note and the date of the transport document in the invoice. In particular, the details must be provided in:

**DatiDDT** [2.1.8] respectively in the section **NumeroDDT** [2.1.8.1] and **DataDDT** [2.1.8.2].

The element [2.1.8.3] **RiferimentoNumeroLinea** must be filled in only if the invoice refers to multiple transport documents, to be entered in the respective detail lines to which the delivery note refers.

Example of filling in the information referring to the entire invoice, and then to all of the detail lines:

<DatiDDT>

<NumeroDDT>999</NumeroDDT>

<DataDDT>2018-11-09</DataDDT>

</DatiDDT>

Be sure not to enter any other data in addition to the delivery note number

Incorrect entry example

<DatiDDT>

<NumeroDDT>document 999</NumeroDDT>

<DataDDT>2018-11-09</DataDDT>

</DatiDDT>

**• Receipt data**

In the case of invoices referring to services and/or works, the ID of the approval for payment showing authorisation for a certain SAL or completion of service must always be present. The code is numerical and is 10 characters long. The data is placed inside the XML format in the **DatiRicezione** block:

**<DatiRicezione>** [2.1.5] with positioning detail [2.1.5.2]

Example of correct filling in of the "DatiRicezione" information

<DatiRicezione>

<IdDocumento>1000002142</IdDocumento>

</DatiRicezione>

**• Attachments**

There is the possibility in the format (from 2.5.1 to 2.5.5) to attach attachments in PDF format or another format contemplated for the XML document in order to make invoice registration easier. Examples of PDF attachments may be a copy of the invoice in "analogue" format, transport documents, etc.



Caution: if the attachment contains one or more data already in the XML format, the former cannot in any way be replacements, if different, for the latter, which in any case remain valid.



GDPR ANNEXES (FROM ANNEX 1 TO ANNEX 8)

## ATTACHMENT 1 GDPR

### Description of the personal data processing

With reference to Article 13 of Annex VII and to Order Letter no. .... and in particular to the appointment of the company [•] as Data Processor, with this attachment the Data Controller means to identify types of data and categories of data subjects related to the abovementioned contract.

#### **A. Type of Personal Data**

- **Biographical data<sup>1</sup>** ☐
- **Special categories of personal data<sup>2</sup>** ☐
- **Judicial data** ☐
- **Personal Economic & Financial Data** ☐
- **Data related to contracts with customers (e.g. POD, PDR)** ☐
- **Other** \_\_\_\_\_

#### **B. Categories of Data Subjects**

- **Customers** ☐
- **Employees** ☐
- **Suppliers** ☐
- **Shareholders** ☐
- **Other** \_\_\_\_\_

<sup>1</sup> e.g. name, surname, home address, credit card number, Identity Card number, Passport number, IP (Internet Protocol); address, geolocalization data

<sup>2</sup> these include sensitive data, e.g. personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs; trade-union membership; genetic data, biometric data processed solely to identify a human being; health-related data; data concerning a person's sex life or sexual orientation.

## ATTACHMENT 2 GDPR

Dear NAME AND SURNAME Authorized Person

---

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

**Subject: APPOINTMENT AS AUTHORIZED PERSON FOR PROCESSING PERSONAL DATA (HEREAFTER "AUTHORIZED PERSON"), PURSUANT TO ARTICLE 29 OF EU REGULATION 2016/679 (HEREAFTER "GDPR ")**

The xxxxxx Company, as the Data Processor of personal data under the Contract referred to above

**WHEREAS:**

- The performance of activities related to your contractual duties / qualification implies processing personal data and requires, among other things, in relation to the above-mentioned Contract, access to the ENEL Company's IT systems [•], hereinafter "Data Controller" ;
- To this end, you must be accredited for these systems.

The foregoing processing and the foregoing authorization assume your appointment as an "Authorized Person" for processing personal data under the direct authority of the Data Controller pursuant to Article 29 of the GDPR

**IT IS HEREBY AGREED AS FOLLOWS**

the undersigned Company

**APPOINTS**

Mr. xxxx, born in xxxx on xxxx. Tax Code xxxxx, as **Authorized Person** for processing personal data, which means any operation, even if only for consultation, relating to personal data stored in IT and/or paper files held by the undersigned Company as Data Processor and/or by the Data Controller, associated with performing the tasks related to your duties/qualification \_\_\_\_\_, c/o head offices in \_\_\_\_\_.

Information and minimum instructions are provided below for the performance of the tasks assigned to you in relation to processing personal data.

In particular, it is hereby specified that:

- Processing of personal data must be carried out in a lawful and correct manner;
- Personal data must be collected and recorded solely for purposes associated with the activity carried out, exclusively during working hours and in any case for no longer than the necessary time;
- Without prejudice to the foregoing, in the exceptional case of personal data processing performed outside working hours, the Authorized Person must ensure that he/she has closed the work session ("log-off") so that access credentials are requested for the next session;
- Constant verification of data and their updating is necessary;
- Constant verification of the completeness and relevance of processed data is necessary;
- Any consent collection stage must be preceded by a specific privacy notice and by the release of consent by the data subjects, which must be free, specific and in writing or otherwise specifically documented;
- In the event of interruption, even temporary, of work you must make sure that already processed data are not accessible to unauthorized third parties by implementing a specific log-off;



- Your authentication credentials must be confidential and as such exclusively used by the Authorized Person;
- Maximum confidentiality must be assured for every data processing operation.

In particular you, as an Authorized Person, are required to:

- access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time necessary;
- not leave unguarded or exposed to the view of subjects not involved in the processing, corporate documents with particular reference to those containing sensitive and legal data, ensure the necessary confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from the Data Controller - to prevent unauthorised subjects from accessing the said data;
- not disseminate or communicate data coming into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due reserve with regard to information that you have become aware of during your appointment or even when the appointment is no longer in effect;
- not download massive amounts of personal data without the prior communication to and authorisation of the Data Controller or Processor;
- in any case, with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of your work which contain sensitive data and data concerning criminal records, in cabinets or drawers provided with locks and observe the relevant procedure (indication in the relevant register of your name, time and date of access, removal/return of the document) for accessing files containing the above mentioned data;
- adopt and scrupulously follow the instructions of the Data Controller and/or Data Processor with regard to appropriate organisational and technical measures that ensure a level of security adequate to the risk (pursuant to Art. 32 GDPR);
- in particular, for processing data with electronic or automated devices, observe any specific authorisations/qualifications and the methods and conservation tools provided by the Data Controller and/or Data Processor;
- inform the Manager in the event of incidents involving the personal data being processed, in particular if sensitive and/or judicial.

In any case, it is your responsibility to comply scrupulously with the **dispositions concerning appropriate security measures as per Article 32 of the GDPR**, listed at the end of this document and forming an integral part of it, which you declare to have read, as well as any additional dispositions that may be required by the undersigned Company and/or the Data Controller, updates of which will be communicated to you.

Lastly, the following items should also be noted:

- this letter of appointment will cease to be effective on the date of termination of the employment relationship or the appointment with the undersigned company; consequently, after that date any processing of personal data, including access to the IT systems of the undersigned Company and/or Data Controller, is prohibited and subject to sanctions in accordance with the current dispositions of law (see, by way of example, art. 615-ter, penal code concerning "*Unauthorized access to IT or telecommunications systems*");
- a copy of this letter will be returned by the Authorized Person to the undersigned Company, signed by way of acknowledgement and acceptance, and will be kept by said Company and made available to the Data Controller, if expressly so requested, no later than two days from the request itself;
- to avoid any unauthorized data processing, the undersigned Company will inform the Data controller of the termination of the employment relationship or the assignment in place no later than five days from the event, so that the Data Controller can arrange immediate revocation of the IT authorizations it issued.

\_\_\_\_\_, XX / XX / XXXX

Data Processor

By way of acknowledgement and acceptance

Authorized Person

### **INSTRUCTIONS FOR "PERSONS AUTHORISED" TO PROCESS PERSONAL DATA**

EU Regulation 2016/679 concerning the protection of personal data (hereinafter "GDPR") requires all those who process personal data to carry out operations with respect for and protection of the natural persons to which the data refer, whether they are employees, suppliers of goods and services, customers, consultants, etc..

The GDPR specifically envisages the need to provide adequate instructions for all those who, in relation to the implementation of their work, process personal data; in other words, those who use or become aware of personal data as described in Art.4 No. 1 of the GDPR (see definitions at the end).

In compliance with the provisions of the GDPR, as "Authorised Person" you shall process the relevant personal data by paying scrupulous attention to the following instructions and to all other instructions that may be provided by your data processor or the Data Controller or other person delegated by it.

Please remember that the personal data must be processed:

- in observance of the criteria of confidentiality;
- lawfully and correctly;
- for a period of time not exceeding that necessary for the purpose for which the data have been collected or subsequently processed;
- with total observance of adequate security measures, by storing and controlling the processed data in such a way as to avoid the risk, even accidental, of destruction or loss, of unauthorised access or processing that is not permitted or does comply with the purpose of the collection.

In particular, with regard to:

- **Access to personal data**, data banks and corporate applications: data, data banks and corporate applications you may access are those that are strictly indispensable for the implementation of your work, in line with your role and, as far as regards IT applications, in accordance with the user profile assigned to you.
- **Creation of new procedures/applications**: without prior authorisation, you cannot activate new IT procedures for the management or processing of data, files including hard copies, or personal data files. If the above is necessary, you must give your immediate superior prior notice and proceed only after receiving authorisation.
- **Communication and dissemination**: the data you have access to during your work must be processed by you personally, or by your colleagues, but cannot be communicated and/or transmitted to outside third parties.
- **Security measures**: it is your responsibility to observe all current protection and security measures aimed at preventing the risk of destruction, loss, unauthorised access or prohibited processing; in particular, your password must not be given to anyone, your PC must not remain connected to company files and accessible in your absence; hard copies of data must be placed in locked cabinets at the end of the day and always after being used; in any case, you must assure the confidentiality of hard copies of data every time you leave your workstation. All episodes that you deem important as regards data security must be immediately communicated to your Manager. Special attention must be paid to the management of documents containing data of a juridical and/or sensitive nature.

- **Requests for access/exercise of rights:** if you receive a request to access personal data ex Chapter 3 "Rights of data subject" of the GDPR, from the data subject (whether it is an employee of the company, a supplier, a customer, a consultant, etc.), you must take note of the same in writing, specifying the date and the name of the data subject, and immediately refer the same to your Manager or to the relevant organisation office, which will respond within the established time frame.

## 1. PROCESSING WITHOUT ELECTRONIC DEVICES

Personal data filed on magnetic and/or optical media must be protected by the same security measures as those adopted for hard copies.

The security measures applied to copies or reproductions of documents containing personal data must be identical to those applied to the originals.

### 1.1 Safekeeping

Documents containing personal data must be stored in such a way that they are not accessible by persons not authorised to process them (e.g.: cabinets or drawers that can, if possible, be locked).

Documents containing personal data that are removed from the files for day-to-day work must be returned at the end of the day.

Documents containing personal data must not be left unattended on desks or work tables; similar attention must be paid when removing documents that have been received via fax; as a general rule you should avoid printing documents unless it is strictly necessary and in any case they must be removed immediately so that they are not left unattended at the printer.

### 1.2 Communications

The use of personal data must take place on the basis of the "need to know" principle and they must not be shared, communicated or sent to persons who do not require them for the implementation of their work (even if such persons are also authorised to process data). Data must not be disclosed outside the Company and in any case to third parties unless authorized by the Data Controller or the Data Processor.

### 1.3 Destruction

If it is necessary to destroy documents containing personal data, they must be destroyed by using the appropriate shredders or, in their absence, they must be cut into small pieces so that they cannot be reassembled.

Magnetic or optical media containing personal data must be erased before they can be reused. If this is not possible, they must be destroyed.

### 1.4 Additional instructions for processing sensitive and judicial data

Documents containing sensitive and/or judicial data must be controlled and stored by Authorised Persons in such a way that they cannot be accessed by unauthorised persons. For example, reference to documents/certificates for insertion in electronic personnel management/administration procedures, data regarding trade union authorisations, sick leave, etc., must take place in the time strictly necessary for keying in the same and, immediately after, the documents must be filed in accordance with these instructions. The filing of hard copies containing sensitive and/or judicial data must be kept separate from those concerning common data (the same cabinet or drawer may be used - and possibly locked - but the containers must be separate).

To access files containing sensitive or judicial data outside office hours you must be identified and recorded in the relevant registers.

## **2. PROCESSING WITH ELECTRONIC DEVICES**

### **2.1 Management of authentication credentials**

The law envisages that access to electronic procedures that process personal data is permitted by Authorised Persons in possession of "authentication credentials" which allow them to bypass an identification procedure. Authentication credentials consist of a code for identifying the Authorised Person for processing personal data (user-ID) associated with a confidential password, or an authentication device (e.g.: smart card, token, one-time-pw), or a biometric characteristic. Authorised Persons must use and manage their authentication credentials in accordance with the following instructions.

Individual user-IDs for accessing applications must never be shared amongst users (even if Authorised Persons for data processing). If other users must access data, they are required to request authorisation from their Manager.

Authentication credentials (for example passwords or strong authentication devices like tokens, smart cards, etc.) that allow access to applications must be kept confidential. They must never be shared with other users (even if Authorised Persons for data processing).

Passwords must be changed by the Authorised Person following the first use and subsequently, in observance of the specific corporate procedures, at least every three months in the case of sensitive and judicial data processing, or at least every six months for personal/shared data.

Passwords must consist of at least eight characters or, if this is not permitted by the electronic device, by the maximum number of characters permitted. Passwords must not contain references that easily lead to the Authorised Person (e.g.: family names) and must be chosen in accordance with corporate regulations concerning the construction and use of passwords (see also point 3, below), unless more restrictive instructions are envisaged by corporate systems.

### **2.2 Protection of PC and data**

All PCs must have passwords that comply with the instructions given in the next point below. Passwords must be kept and managed with due diligence and in observance of the instructions provided by the Data Controller or, on its behalf, by the Processor.

To prevent illicit access, the screen saver password must always be activated if this setting is not automatically available.

As soon as they are available (and in any case at least annually) all software updates necessary for preventing vulnerability and correcting defects must be installed in the PCs. If this does not take place automatically, the Authorised Person must inform his/her Manager.

Back-up storage must be carried out at least every week on the assumption that any third party personal data are present only in the PC of the Authorised Person (not filed in corporate IT systems). The storage media used for back-up must be managed in accordance with the rules described in "Processing without electronic devices".

### **2.3 Deletion of personal data**

In the event of disposal of work tools, it is your responsibility to eliminate all personal data they contain.

### **2.4 Additional instructions for processing sensitive and judicial data**

Passwords for accessing IT procedures used to process sensitive and judicial data must be changed, by the Authorised Person if an automated system is not available, at least every three months, unless more restrictive methods and time frames are communicated from time to time by the Manager or provided for in procedures.

The installation of software updates required to prevent vulnerability and correct computer program defects must be carried out at least every six months if an automated system is not available.

## **3. GENERAL INSTRUCTIONS**

How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least one character from . ; \$ ! @ - > <
- Do not use your own or a relative's date of birth, name or surname
- Do not use a matriculation number or user ID
- Always keep it in a safe place that cannot be accessed by third parties
- Do not divulge it to third parties
- Do not share it with other users

Conduct in the presence of guests or service personnel

- Have guests wait in places where confidential information or personal data are not present.
- If necessary, move away from your desk when guests are present, put documents away and enable the PC screen saver by pressing "ctrl-alt-del" on the keyboard and selecting "Lock Computer".
- Do not reveal passwords to technical assistance personnel and/or allow them to type in passwords.
- Do not reveal passwords over the telephone - no one is authorised to request them.

How to handle e-mails

- Do not open messages with attachments if you do not know the source since they could contain viruses that will delete or steal data stored in the PC.
- Avoid opening films, presentations, images and files in any format if they come from unknown sources since these could pose a threat to the data contained in your PC and, in general, to the security of the corporate technological infrastructure.
- Avoid forwarding automatically from your company mail box to external personal mail boxes and vice-versa.

How to use the Internet correctly

- Avoid downloading software from the Internet (utility programs, office automation, multimedia files, etc.) as these could pose a threat to the data and the company network, unless the software is required for the implementation of your work and its use is in any case known to the relevant corporate organisation offices.

**4. PENALTIES FOR NON OBSERVANCE OF REGULATIONS**

You are reminded that the use for personal purposes or in any case for unlawful aims of the data to which you have access or have accessed, even if it does not cause damage to and/or responsibility for [•], according to Italian law, could in any case be subject to the application of disciplinary or criminal penalties, as this could be construed as a breach of the duties that are incumbent on the employee, as envisaged by the Italian Civil Code or by the applicable Collective or Individual Labour Agreement.

You are requested to promptly report any evidence of situations that put the security of data at risk (e.g.: password breach, attempted unauthorised access to the systems) or which concern external subjects authorised to access (obvious breach of corporate Procedures): your collaboration is important for closing any gaps in the security systems and procedures for protecting the personal data processed.

These instructions are the guidelines to be followed for your work: inasmuch, if in doubt, please contact the Manager.

**5. DEFINITIONS**

**Processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal data:** any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in

particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Special categories of data:** personal data that reveal racial or ethnic origins, political opinions, religious or philosophical beliefs or trade union membership, as well as biometric data intended to unequivocally identify a natural person, data concerning the health or sexual history or orientation of the natural person (Ed: disabilities, medical certificate, indication of illnesses/accidents, handicaps, etc.).

**Judicial data:** personal data that will reveal the provisions of Article 3, paragraph 1, letters a) to o) and r) to u) of Italian Presidential Decree DPR 313 of 14 November 2002, with regard to criminal records, the register of crime-related administrative penalties and the relevant pending charges, or the status of the accused or suspect pursuant to Articles 60 and 61 of the Italian Code of Criminal Procedure (Ed: imprisonment or house arrest, legal disqualification, provisions relating to amnesty and pardon, etc.).

**Data controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

**Processor:** the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller;

**Authorized Person for data processing:** Person authorized to process personal data under the direct authority of the Data Controller or the Data Processor.

**Data subject:** the natural person to whom the personal data refer (e.g.: employees, customers, suppliers, visitors, etc.).

**Security measures:** All the technical and organisational measures that adequately guarantee a level of security adequate to the risk (Ed: pseudonymisation, encryption, user id, password, use of containers with locks, etc.).



Attachment 3 GDPR

**Appointment as Authorized Person for Processing Personal Data (hereafter "Authorized Person"), pursuant to Article 29 of EU Regulation 2016/679 (hereafter "GDPR ")**

**Self-certification  
Facsimile SUBSTITUTIVE DECLARATION**

(Presidential Decree No. 445 of 28 December 2000)

Messrs  
[•]

The undersigned (surname and name).....  
born in ..... ( ..... ), on .....  
(place) ..... (prov.) .....  
resident in ..... (.....) Address .....  
n. ....(place)..... (province.).....  
domiciled in ..... (.....) in Address .....  
n. ....(place)..... (province).....  
as legal representative of the Firm / Company .....  
with registered head offices in ..... (.....) Address .....  
n. ....Tax Code .....VAT n. ....

with reference to Contract n. ....

as Data Processor, aware of the penal sanctions referred to in Art.76 of Presidential Decree n° 445 dated 28.12.2000 as regards false declarations and the creation or use of false documents, under his/her own responsibility

**DECLARES**

- having appointed employees/collaborators in relation to the activities referred to in the above-mentioned contract as **"Authorized Persons"** for processing personal data as per Article 29 of the GDPR using the template appointment letter prepared by you including the related Instructions
- that a copy of these appointments in his/her possession is available and at the disposition of this company

**HEREBY ATTACHES**

- to this document the list of names of persons appointed for this purpose

**UNDERTAKES**

- to provide the Company with a copy of appointed persons by the date that will be specifically notified by the Company;
- to update the documentation sent, before starting activities in the case of new employees/collaborators or within five working days from the date of termination when employees/collaborators are no longer involved.

Date .....

Signature .....

### **Privacy notice pursuant to Article 13 of the GDPR**

We hereby inform you that personal data are acquired with this Annex and are processed for purposes strictly related to the management and execution of the Contract or to implement obligations required by law. Additionally, personal data will be collected and processed using automated means and in paper form and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms envisaged by applicable laws.

In this respect, it should be noted that:

- the Data Controller is the Company [•] in the person of its pro tempore legal representative (hereafter ENEL);
- The data subject is the natural person whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereinafter the data subject);
- The personal data processed may be transmitted to third parties, i.e. to companies subject to management and coordination by ENEL S.p.A. or connected with ENEL, or to other subjects. The above-mentioned third parties may be appointed as Data Processors
- The data subject is entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- The data subject is entitled to lodge a complaint to the Italian Data Protection Authority, with registered office in Piazza Venezia 11, 00187 Roma; Rome. Tel. (+39) 06.696771, email: [garante@gpdp.it](mailto:garante@gpdp.it);
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website.

**N.B. The signature of the owner or legal representative must be accompanied by non-authenticated photocopy of the signer's identity document (front/rear)**

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Attachment 4 GDPR

## Appointment of the Sub Data Processor by the Data Processor

REF. CONTRACT NO. \_\_\_\_\_

Messrs  
Company name of the Supplier  
.....

**Re: APPOINTMENT AS OTHER PROCESSOR FOR PROCESSING PERSONAL DATA (HEREAFTER "SUB DATA PROCESSOR"), PURSUANT TO ARTICLE 28, PARAGRAPH 4 OF EU REGULATION 2016/679 (HEREAFTER "GDPR")**

1. In relation to the above-mentioned contract, the Enel Company [•], in its capacity as Data Controller for the data managed in relation to said contract (hereafter also "ENEL"), has appointed, pursuant to and for the purposes of Article 28 of EU Regulation 2016/679 ("GDPR"), the Company \_\_\_\_\_ with \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ address \_\_\_\_\_ as data processor (hereafter "Data Processor").
2. The Data Processor intends to make use for specific processing activities of a subject external to its own organization, having obtained the authorization of ENEL to proceed in this manner.

### inasmuch, it is hereby agreed as follows

the Data Processor, in the person of \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ **appoints** the Company \_\_\_\_\_ with \_\_\_\_\_ head offices in \_\_\_\_\_ address \_\_\_\_\_ as Other Processor for processing data pursuant to Article 28, paragraph 4 of the GDPR (hereafter "Sub Data Processor") limited to those operations necessary to implement the Contract referred to the object to which reference is made - as an integral part of this letter - to define the scope and time period to which the responsibility for processing personal data refers.

The Sub Data Processor undertakes to perform said operations in accordance with the obligations imposed by the GDPR on the Data Processor and the instructions issued by the Data Controller, who will ensure strict compliance with them.

In particular, whereas the Sub Data Processor, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations, and in line with the new European Community GDPR law, its duties and responsibilities are defined, by way of example, as follows:

- a) It must only process personal data according to ENEL instructions, specifying type of data processed and the categories of Data Subjects;
- b) It will have to appoint Authorized Persons ("Authorized Persons") to carry out its data processing operations in IT or paper files, including simple data visualization, by using the specific template provided by ENEL. Before starting the activities covered by the Contract or otherwise by the date specifically communicated by ENEL, the Supplier will also send ENEL a statement concerning the list of appointed employees/collaborators as "Authorized Persons" according to the template provided by ENEL ;
- c) It must ensure that Authorized Persons comply with GDPR obligations and Enel instructions and maintain integrity and confidentiality of the personal data during the execution of the Contract and do not to communicate them to third parties, unless expressly authorised to do so by ENEL and except for the cases expressly envisaged by the law; ENEL reserves itself the right to request the Supplier to provide the list of Authorized Persons for data processing in order to comply with obligations under the GDPR or other legal requirements or for reasons of national security or public interest;
- d) It must adopt all the security measures as set forth in Article 32 of the GDPR, as well as all other preventive measures dictated by the experience designed to ensure the confidentiality and security of the data and minimise the risks that the data in question might be accidentally destroyed or lost or to preclude any processing of data that is not allowed or not compliant with the purposes for which the data are processed; it must also ensure effective collaboration in implementing these measures personal data breaches and in assessing the data protection impact when requested by Enel ;
- e) On express request by ENEL, it will have to provide the list of countries and data centres where personal data are processed on behalf of ENEL;
- f) It may transfer personal data to a third country or to an international organisation located outside the European Union only in the cases envisaged and under the conditions defined by the GDPR, unless otherly required by law of the European Union or the national law to which the Supplier is subject. In this case, the Supplier undertakes to inform promptly ENEL about this conflicting legal obligation unless forbidden from doing so for relevant reasons of national security or public interest;
- g) Bearing in mind the nature of the processing, the Supplier undertakes to support ENEL in deploying its own appropriate technical and organisational measures, to the extent to which this is possible, in order to let ENEL to fulfil it's duty to respond data subject's request to exercise their rights;
- h) It must assist ENEL in ensuring compliance with the duties set forth in Articles 32 to 36 of the GDPR, in consideration of the nature of the processing and its role as Data Processor;
- i) It must, on ENEL's request, erase and/or return all the personal data once the execution of the services relative to the processing have been completed and it should erase also the existing copies, unless the law of the European Union or its member States envisages that personal data have to be stored; proof of accomplished erasure has to be provided to Enel;
- j) When Supplier has appointed a Data Protection Officer pursuant to Article 37 of the GDPR, this must be communicated to ENEL competent Data Protection Officer;
- k) It must provide ENEL with all the information necessary to demonstrate compliance with the requirements of the GDPR by participating in the review activities, including the inspections, carried out by ENEL or by another party appointed by the same;
- l) In case of actual or suspected personal data breaches, It must promptly notify ENEL within 24 hours of becoming aware of the event and without any unjustified delay;

- m) It must cooperate with ENEL by making freely available all necessary information in order to allow Enel compliance with Articles 33 and 34 of the GDPR, including up-to-date and valid certifications;
- n) According to Article 30 of the GDPR, it must keep a data record of the processing activities carried out on behalf of ENEL, which must be exhibited upon request of ENEL when subject to legal obligations under articles 33 and 34 of the GDPR.

It is forbidden to the Contractor to process personal data for purposes other than the execution of the Contract. In particular, where it is not necessary for the execution of the Contract, it is forbidden for the Contractor to make, by way of example but not exhaustive, to massively extract personal data, also through the use of "RPA - Robotic Process Automation" ( or "automata"), unless previously authorized by the Contractor

The Sub Data Processors must comply with the obligations that this Contract imposes on data processors.

The Sub Data Processor in turn will appoint any resources used in data processing as Authorized Persons for processing personal data, using the appropriate template prepared by the Data Controller attached herein (Annex GDPR 7).

By the date that specifically notified by the Data Controller, and in any case before the start of activities detailed in this contract, the Sub Data Processor will also send a declaration using the template prepared by the Data Controller (Annex GDPR 8).

Annex GDPR 8, in digitally signed pdf format together with the list of persons authorized for data processing by the Sub Data Processor (as per the template made available by the Data Controller), shall be sent to the Data Processor and the Data Controller in accordance with the indicated for this purpose.

In the same manner as indicated above, the Sub Data Processor also undertakes to update the above-mentioned documentation in the event of any changes. In any case, updates will be sent before the start of activities for new employees/collaborators and within five working days from the date of termination for the employees/collaborators no longer involved.

Both the Processor and the Sub Data Processor are obliged in any case to diligently archive the foregoing appointments and to make them available if requested by the Data Controller no later than two days from said request.

The Sub Data Processor will process personal data in countries belonging to the European Union or in countries that ensure appropriate protection of personal data pursuant to the European Commission's Adequacy Decision.

If the Sub Data Processor intends to process the Personal Data in countries not deemed adequate by the European Commission, the Processor shall ensure that the Sub Data Processor signs the standard contractual clauses defined by the European Commission decision in effect when this Contract is signed.

### **Compensation and liability**

Anyone who may suffer material or immaterial damages caused by a breach of the duties specified in the GDPR is entitled to obtain compensation for the damage from the Data Controller or Data Processor.

Without prejudice to the Sub Data Processor's duties to indemnify ENEL, as already envisaged in the Contract, the Sub Data Processor will in any case be liable for the damage caused by the processing if it has failed to comply with the duties as imposed by the Contract or has acted in a different or contrary way to the lawful instructions of the Data Controller.

**System administrators**

Since the Sub Data Processor's personnel may perform functions within the qualification of "system administrator" in accordance with current legislation, the Other Processor undertakes to provide, at the request of the Processor or Data Controller, a list of collaborators, authorized and appointed as "system administrators", as well as all those who may potentially intervene on personal data owned by ENEL.

The Sub Data Processor and Sub Data Processor also undertake to keep a register of the logs of access, disconnection and attempted access of its collaborators and/or the collaborators of the Sub-managers, if authorised, who have been appointed as "system administrators" and who in such a capacity have the possibility of processing the personal data of which ENEL is Data Controller for a period of six months, with the commitment to submit them to the latter within 3 calendar days in the specified format, upon receipt of a request in writing from the Data Controller.

**Duration**

The foregoing appointment of the Sub Data Processor will be automatically revoked at the end of the contractual relationship or on termination for any other reason whatsoever.

Please return the attached copy of this letter, signed by way of acceptance, and report hereafter every fact and matter of particular importance that may come to light in the application of current legislation.

Best regards,

Processor

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For acceptance

Sub Data Processor

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Attachment 5 GDPR

### List of Sub-processors

COMPANY	COUNTRY AND ADDRESS	PRODUCT OR SERVICES	TYPE OR CATEGORY OF DATA PROCESSED	PRIVACY SHIELD OR OTHER RELEVANT CERTIFICATIONS





Attachment 6 GDPR

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

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

The Company xxxxxx, as Data Processor appointed by [•], as Data Controller

**WHEREAS:**

- for the execution of specific processing activities related to the execution of the foregoing Contract, use must be made of subjects external to their own organization;
- for these purposes, the Company xxx has been identified
- pursuant to Article 28 of the GDPR, this company must be appointed as a Sub Data Processor

**IT IS HEREBY AGREED AS FOLLOWS**

The Company xxx requests to [•], in its capacity as Data Controller, authorization to appoint the Company xxx as Sub Data Processor using the template prepared by it and attached herein.

\_\_\_\_\_, XX/XX/XXXX

Data Processor

\_\_\_\_\_

For acceptance

Data Controller

\_\_\_\_\_



Attachment 7 GDPR

*Dear NAME AND SURNAME Person Authorised*

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REF. CONTRACT NO. \_\_\_\_\_

Re:

**APPOINTMENT AS AUTHORIZED PERSON FOR PROCESSING PERSONAL DATA  
(HEREAFTER "AUTHORIZED PERSON"), PURSUANT TO ARTICLE 29 OF EU REGULATION  
2016/679 (HEREAFTER "GDPR ")**

The xxxxxx Company, as the Sub-processor of personal data, authorized by Enel Company [•] as Data Controller under art. 28 GDPR

**WHEREAS:**

- The performance of activities related to your contractual duties / qualification implies processing personal data and requires, among other things, in relation to the above-mentioned Contract, access to the ENEL Company's IT systems [•], the Data Controller of the personal data processing in question;
- To this end, you must be accredited for these systems.

The foregoing processing and the foregoing authorization assume your appointment as an "Authorized Person" for processing personal data under the direct authority of the Data Controller or of the Data Processor pursuant to Article 29 of the GDPR

**IT IS HEREBY AGREED AS FOLLOWS**

the undersigned Company

**APPOINTS**

Mr. xxxx, born in xxxx on xxxx. Tax Code xxxxx, as **Authorized Person** for processing personal data, which means any operation, even if only for consultation, relating to personal data stored in IT and/or paper files held by the undersigned Company as Data Processor and/or by the Company [•] as Data Controller, associated with performing the tasks related to your duties/qualification \_\_\_\_\_, c/o head offices in \_\_\_\_\_.

Information and minimum instructions are provided below for the performance of the tasks assigned to you in relation to processing personal data.

In particular, it is hereby specified that:

- Processing of personal data must be carried out in a lawful and correct manner;
- Personal data must be collected and recorded solely for purposes associated with the activity carried out, exclusively during working hours and in any case for no longer than the necessary time;
- Without prejudice to the foregoing, in the exceptional case of personal data processing performed outside working hours, the Authorized Person must ensure that he/she has closed the work session ("log-off") so that access credentials are requested for the next session;
- Constant verification of data and their updating is necessary;
- Constant verification of the completeness and relevance of processed data is necessary;

- Any consent collection stage must be preceded by a specific privacy notice and by the release of consent by the data subjects, which must be free, specific and in writing or otherwise specifically documented;
- In the event of interruption, even temporary, of work you must make sure that already processed data are not accessible to unauthorized third parties by implementing a specific log-off;
- Your authentication credentials must be confidential and as such exclusively used by the Authorized Person;
- Maximum confidentiality must be assured for every data processing operation.

In particular you, as an Authorized Person, are required to:

- a) access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time necessary;
- b) not leave unguarded or exposed to the view of subjects not involved in the processing, corporate documents with particular reference to those containing sensitive and legal data, ensure the necessary confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from the Data Controller - to prevent unauthorised subjects from accessing the said data;
- c) not disseminate or communicate data coming into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due reserve with regard to information that you have become aware of during your appointment or even when the appointment is no longer in effect;
- d) not download massive amounts of personal data without the prior communication to and authorisation of the Data Controller or Data Processor;
- e) in any case, with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of your work which contain sensitive data and data concerning criminal records, in cabinets or drawers provided with locks and observe the relevant procedure (indication in the relevant register of your name, time and date of access, removal/return of the document) for accessing files containing the above mentioned data;
- f) adopt and scrupulously follow the instructions of the Data Controller and/or Data Processor with regard to appropriate organisational and technical measures that ensure a level of security adequate to the risk (pursuant to Art. 32 GDPR);
- g) in particular, for processing data with electronic or automated devices, observe any specific authorisations/qualifications and the methods and conservation tools provided by the Data Controller and/or Data Processor;
- h) inform the Manager in the event of incidents involving the personal data being processed, in particular if sensitive and/or judicial.

In any case, it is your responsibility to comply scrupulously with the **dispositions concerning appropriate security measures as per Article 32 of the GDPR**, listed at the end of this document and forming an integral part of it, which you declare to have read, as well as any additional dispositions that may be required by the undersigned Company and/or the Data Controller, updates of which will be communicated to you.

Lastly, the following items should also be noted:

- this letter of appointment will cease to be effective on the date of termination of the employment relationship or the appointment with the undersigned company; consequently, after that date any processing of personal data, including access to the IT systems of the undersigned Company and/or Data Controller, is prohibited and subject to sanctions in accordance with the current dispositions of law (see, by way of example, art. 615-ter, penal code concerning "*Unauthorized access to IT or telecommunications systems*");
- a copy of this letter will be returned by the Authorized Person to the undersigned Company, signed by way of acknowledgement and acceptance, and will be kept by said Company and made available to the Data Controller, if expressly so requested, no later than two days from the request itself;
- to avoid any unauthorized data processing, the undersigned Company will inform the Data controller of the termination of the employment relationship or the assignment in place no later than five days from the event, so that the Data Controller can arrange immediate revocation of the IT authorizations it issued.

\_\_\_\_\_, XX / XX / XXXX

Sub-processor of personal data

\_\_\_\_\_  
By way of acknowledgement and acceptance - Authorized Person  
\_\_\_\_\_

**INSTRUCTIONS FOR "PERSONS AUTHORISED" TO PROCESS PERSONAL DATA**

EU Regulation 2016/679 concerning the protection of personal data (hereinafter "GDPR") requires all those who process personal data to carry out operations with respect for and protection of the natural persons to which the data refer, whether they are employees, suppliers of goods and services, customers, consultants, etc..

The GDPR specifically envisages the need to provide adequate instructions for all those who, in relation to the implementation of their work, process personal data; in other words, those who use or become aware of personal data as described in Art.4 No. 1 of the GDPR (see definitions at the end).

In compliance with the provisions of the GDPR, as "Authorised Person" you shall process the relevant personal data by paying scrupulous attention to the following instructions and to all other instructions that may be provided by your Data Processor or the Data Controller or other person delegated by it.

Please remember that the personal data must be processed:

- in observance of the criteria of confidentiality;
- lawfully and correctly;
- for a period of time not exceeding that necessary for the purpose for which the data have been collected or subsequently processed;
- with total observance of adequate security measures, by storing and controlling the processed data in such a way as to avoid the risk, even accidental, of destruction or loss, of unauthorised access or processing that is not permitted or does not comply with the purpose of the collection.

In particular, with regard to:

- **Access to personal data**, data banks and corporate applications: data, data banks and corporate applications you may access are those that are strictly indispensable for the implementation of your work, in line with your role and, as far as regards IT applications, in accordance with the user profile assigned to you.
- **Creation of new procedures/applications**: without prior authorisation, you cannot activate new IT procedures for the management or processing of data, files including hard copies, or personal data files. If the above is necessary, you must give your immediate superior prior notice and proceed only after receiving authorisation.
- **Communication and dissemination**: the data you have access to during your work must be processed by you personally, or by your colleagues, but cannot be communicated and/or transmitted to outside third parties.
- **Security measures**: it is your responsibility to observe all current protection and security measures aimed at preventing the risk of destruction, loss, unauthorised access or

prohibited processing; in particular, your password must not be given to anyone, your PC must not remain connected to company files and accessible in your absence; hard copies of data must be placed in locked cabinets at the end of the day and always after being used; in any case, you must assure the confidentiality of hard copies of data every time you leave your workstation. All episodes that you deem important as regards data security must be immediately communicated to your Manager. Special attention must be paid to the management of documents containing data of a juridical and/or sensitive nature.

- **Requests for access/exercise of rights:** if you receive a request to access personal data ex Chapter 3 "Rights of data subject" of the GDPR, from the data subject (whether it is an employee of the company, a supplier, a customer, a consultant, etc.), you must take note of the same in writing, specifying the date and the name of the data subject, and immediately refer the same to your Manager or to the relevant organisation office, which will respond within the established time frame.

## 1. PROCESSING WITHOUT ELECTRONIC DEVICES

Personal data filed on magnetic and/or optical media must be protected by the same security measures as those adopted for hard copies.

The security measures applied to copies or reproductions of documents containing personal data must be identical to those applied to the originals.

### 1.1 Safekeeping

Documents containing personal data must be stored in such a way that they are not accessible by persons not authorised to process them (e.g.: cabinets or drawers that can, if possible, be locked).

Documents containing personal data that are removed from the files for day-to-day work must be returned at the end of the day.

Documents containing personal data must not be left unattended on desks or work tables; similar attention must be paid when removing documents that have been received via fax; as a general rule you should avoid printing documents unless it is strictly necessary and in any case they must be removed immediately so that they are not left unattended at the printer.

### 1.2 Communications

The use of personal data must take place on the basis of the "need to know" principle and they must not be shared, communicated or sent to persons who do not require them for the implementation of their work (even if such persons are also authorised to process data). Data must not be disclosed outside the Company and in any case to third parties unless authorized by the Data Controller or the Data Processor.

### 1.3 Destruction

If it is necessary to destroy documents containing personal data, they must be destroyed by using the appropriate shredders or, in their absence, they must be cut into small pieces so that they cannot be reassembled.

Magnetic or optical media containing personal data must be erased before they can be reused. If this is not possible, they must be destroyed.

### 1.4 Additional instructions for processing sensitive and judicial data

Documents containing sensitive and/or judicial data must be controlled and stored by Authorised Persons in such a way that they cannot be accessed by unauthorised persons. For example, reference to documents/certificates for insertion in electronic personnel management/administration procedures, data regarding trade union authorisations, sick leave, etc., must take place in the time strictly necessary for keying in the same and, immediately after, the documents must be filed in accordance with these instructions. The filing of hard copies containing sensitive and/or judicial data must be kept separate from

those concerning common data (the same cabinet or drawer may be used - and possibly locked - but the containers must be separate).

To access files containing sensitive or judicial data outside office hours you must be identified and recorded in the relevant registers.

## **2. PROCESSING WITH ELECTRONIC DEVICES**

### **2.1 Management of authentication credentials**

The law envisages that access to electronic procedures that process personal data is permitted by Authorised Persons in possession of "authentication credentials" which allow them to bypass an identification procedure. Authentication credentials consist of a code for identifying the Authorised Person for processing personal data (user-ID) associated with a confidential password, or an authentication device (e.g.: smart card, token, one-time-pw), or a biometric characteristic. Authorised Persons must use and manage their authentication credentials in accordance with the following instructions.

Individual user-IDs for accessing applications must never be shared amongst users (even if Authorised Persons for data processing). If other users must access data, they are required to request authorisation from their Manager.

Authentication credentials (for example passwords or strong authentication devices like tokens, smart cards, etc.) that allow access to applications must be kept confidential. They must never be shared with other users (even if Authorised Persons for data processing).

Passwords must be changed by the Authorised Person following the first use and subsequently, in observance of the specific corporate procedures, at least every three months in the case of sensitive and judicial data processing, or at least every six months for personal/shared data.

Passwords must consist of at least eight characters or, if this is not permitted by the electronic device, by the maximum number of characters permitted. Passwords must not contain references that easily lead to the Authorised Person (e.g.: family names) and must be chosen in accordance with corporate regulations concerning the construction and use of passwords (see also point 3, below), unless more restrictive instructions are envisaged by corporate systems.

### **2.2 Protection of PC and data**

All PCs must have passwords that comply with the instructions given in the next point below. Passwords must be kept and managed with due diligence and in observance of the instructions provided by the Data Controller or, on its behalf, by the Data Processor.

To prevent illicit access, the screen saver password must always be activated if this setting is not automatically available.

As soon as they are available (and in any case at least annually) all software updates necessary for preventing vulnerability and correcting defects must be installed in the PCs. If this does not take place automatically, the Authorised Person must inform his/her Manager. Back-up storage must be carried out at least every week on the assumption that any third party personal data are present only in the PC of the Authorised Person (not filed in corporate IT systems). The storage media used for back-up must be managed in accordance with the rules described in "Processing without electronic devices".

### **2.3 Deletion of personal data**

In the event of disposal of work tools, it is your responsibility to eliminate all personal data they contain.

### **2.4 Additional instructions for processing sensitive and judicial data**

Passwords for accessing IT procedures used to process sensitive and judicial data must be changed, by the Authorised Person if an automated system is not available, at least every three months, unless more restrictive methods and time frames are communicated from time to time by the Manager or provided for in procedures.

The installation of software updates required to prevent vulnerability and correct computer program defects must be carried out at least every six months if an automated system is not available.

### 3. GENERAL INSTRUCTIONS

#### How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least one character from . ; \$ ! @ - > <
- Do not use your own or a relative's date of birth, name or surname
- Do not use a matriculation number or user ID
- Always keep it in a safe place that cannot be accessed by third parties
- Do not divulge it to third parties
- Do not share it with other users

#### Conduct in the presence of guests or service personnel

- Have guests wait in places where confidential information or personal data are not present.
- If necessary, move away from your desk when guests are present, put documents away and enable the PC screen saver by pressing "ctrl-alt-del" on the keyboard and selecting "Lock Computer".
- Do not reveal passwords to technical assistance personnel and/or allow them to type in passwords.
- Do not reveal passwords over the telephone - no one is authorised to request them.

#### How to handle e-mails

- Do not open messages with attachments if you do not know the source since they could contain viruses that will delete or steal data stored in the PC.
- Avoid opening films, presentations, images and files in any format if they come from unknown sources since these could pose a threat to the data contained in your PC and, in general, to the security of the corporate technological infrastructure.
- Avoid forwarding automatically from your company mail box to external personal mail boxes and vice-versa.

#### How to use the Internet correctly

- Avoid downloading software from the Internet (utility programs, office automation, multimedia files, etc.) as these could pose a threat to the data and the company network, unless the software is required for the implementation of your work and its use is in any case known to the relevant corporate organisation offices.

### 4. PENALTIES FOR NON OBSERVANCE OF REGULATIONS

You are reminded that the use for personal purposes or in any case for unlawful aims of the data to which you have access or have accessed, even if it does not cause damage to and/or responsibility for [•], according to Italian law, could in any case be subject to the application of disciplinary or criminal penalties, as this could be construed as a breach of the duties that are incumbent on the employee, as envisaged by the Italian Civil Code or by the applicable Collective or Individual Labour Agreement.

You are requested to promptly report any evidence of situations that put the security of data at risk (e.g.: password breach, attempted unauthorised access to the systems) or which concern external subjects authorised to access (obvious breach of corporate Procedures): your collaboration is important for closing any gaps in the security systems and procedures for protecting the personal data processed.

These instructions are the guidelines to be followed for your work: inasmuch, if in doubt, please contact the Manager.

### 5. DEFINITIONS

**Processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.



**Personal data:** any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Special categories of data:** personal data that reveal racial or ethnic origins, political opinions, religious or philosophical beliefs or trade union membership, as well as biometric data intended to unequivocally identify a natural person, data concerning the health or sexual history or orientation of the natural person (Ed: disabilities, medical certificate, indication of illnesses/accidents, handicaps, etc.).

**Judicial data:** personal data that will reveal the provisions of Article 3, paragraph 1, letters a) to o) and r) to u) of Italian Presidential Decree DPR 313 of 14 November 2002, with regard to criminal records, the register of crime-related administrative penalties and the relevant pending charges, or the status of the accused or suspect pursuant to Articles 60 and 61 of the Italian Code of Criminal Procedure (Ed: imprisonment or house arrest, legal disqualification, provisions relating to amnesty and pardon, etc.).

**Data controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

**Processor:** the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller;

**Authorized Person for data processing:** Person authorized to process personal data under the direct authority of the Data Controller or the Data Processor.

**Data subject:** the natural person to whom the personal data refer (e.g.: employees, customers, suppliers, visitors, etc.).

**Security measures:** All the technical and organisational measures that adequately guarantee a level of security adequate to the risk (Ed: pseudonymisation, encryption, user id, password, use of containers with locks, etc.).

The xxxxxx Company, as the Sub-processor of personal data, authorized by Enel Company [•] as Data Controller under art. 28 GDPR

#### WHEREAS:

- The performance of activities related to your contractual duties / qualification implies processing personal data and requires, among other things, in relation to the above-mentioned Contract, access to the ENEL Company's IT systems [•], the Data Controller of the personal data processing in question;
- To this end, you must be accredited for these systems.

The foregoing processing and the foregoing authorization assume your appointment as an "Authorized Person" for processing personal data under the direct authority of the Data Controller or of the Data Processor pursuant to Article 29 of the GDPR

#### IT IS HEREBY AGREED AS FOLLOWS

the undersigned Company

#### APPOINTS

Mr. xxxx, born in xxxx on xxxx. Tax Code xxxxx, as **Authorized Person** for processing personal data, which means any operation, even if only for consultation, relating to personal data stored in IT and/or paper files held



by the undersigned Company as Data Processor and/or by the Company [•] as Data Controller, associated with performing the tasks related to your duties/qualification \_\_\_\_\_, c/o head offices in \_\_\_\_\_.

Information and minimum instructions are provided below for the performance of the tasks assigned to you in relation to processing personal data.

In particular, it is hereby specified that:

- Processing of personal data must be carried out in a lawful and correct manner;
- Personal data must be collected and recorded solely for purposes associated with the activity carried out, exclusively during working hours and in any case for no longer than the necessary time;
- Without prejudice to the foregoing, in the exceptional case of personal data processing performed outside working hours, the Authorized Person must ensure that he/she has closed the work session ("log-off") so that access credentials are requested for the next session;
- Constant verification of data and their updating is necessary;
- Constant verification of the completeness and relevance of processed data is necessary;
- Any consent collection stage must be preceded by a specific privacy notice and by the release of consent by the data subjects, which must be free, specific and in writing or otherwise specifically documented;
- In the event of interruption, even temporary, of work you must make sure that already processed data are not accessible to unauthorized third parties by implementing a specific log-off;
- Your authentication credentials must be confidential and as such exclusively used by the Authorized Person;
- Maximum confidentiality must be assured for every data processing operation.

In particular you, as an Authorized Person, are required to:

- b) access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time necessary;
- b) not leave unguarded or exposed to the view of subjects not involved in the processing, corporate documents with particular reference to those containing sensitive and legal data, ensure the necessary confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from the Data Controller - to prevent unauthorised subjects from accessing the said data;
- c) not disseminate or communicate data coming into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due reserve with regard to information that you have become aware of during your appointment or even when the appointment is no longer in effect;
- d) not download massive amounts of personal data without the prior communication to and authorisation of the Data Controller or Data Processor;
- e) in any case, with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of your work which contain sensitive data and data concerning criminal records, in cabinets or drawers provided with locks and observe the relevant procedure (indication in the relevant register of your name, time and date of access, removal/return of the document) for accessing files containing the above mentioned data;
- f) adopt and scrupulously follow the instructions of the Data Controller and/or Data Processor with regard to appropriate organisational and technical measures that ensure a level of security adequate to the risk (pursuant to Art. 32 GDPR);
- g) in particular, for processing data with electronic or automated devices, observe any specific authorisations/qualifications and the methods and conservation tools provided by the Data Controller and/or Data Processor;
- h) inform the Manager in the event of incidents involving the personal data being processed, in particular if sensitive and/or judicial.

In any case, it is your responsibility to comply scrupulously with the **dispositions concerning appropriate security measures as per Article 32 of the GDPR**, listed at the end of this document and forming an integral

part of it, which you declare to have read, as well as any additional dispositions that may be required by the undersigned Company and/or the Data Controller, updates of which will be communicated to you.

Lastly, the following items should also be noted:

- this letter of appointment will cease to be effective on the date of termination of the employment relationship or the appointment with the undersigned company; consequently, after that date any processing of personal data, including access to the IT systems of the undersigned Company and/or Data Controller, is prohibited and subject to sanctions in accordance with the current dispositions of law (see, by way of example, art. 615-ter, penal code concerning "*Unauthorized access to IT or telecommunications systems*");
- a copy of this letter will be returned by the Authorized Person to the undersigned Company, signed by way of acknowledgement and acceptance, and will be kept by said Company and made available to the Data Controller, if expressly so requested, no later than two days from the request itself;
- to avoid any unauthorized data processing, the undersigned Company will inform the Data controller of the termination of the employment relationship or the assignment in place no later than five days from the event, so that the Data Controller can arrange immediate revocation of the IT authorizations it issued.

\_\_\_\_\_, XX / XX / XXXX

Sub-processor of personal data

By way of acknowledgement and acceptance - Authorized Person

#### **INSTRUCTIONS FOR "PERSONS AUTHORISED" TO PROCESS PERSONAL DATA**

EU Regulation 2016/679 concerning the protection of personal data (hereinafter "GDPR") requires all those who process personal data to carry out operations with respect for and protection of the natural persons to which the data refer, whether they are employees, suppliers of goods and services, customers, consultants, etc..

The GDPR specifically envisages the need to provide adequate instructions for all those who, in relation to the implementation of their work, process personal data; in other words, those who use or become aware of personal data as described in Art.4 No. 1 of the GDPR (see definitions at the end).

In compliance with the provisions of the GDPR, as "Authorised Person" you shall process the relevant personal data by paying scrupulous attention to the following instructions and to all other instructions that may be provided by your Data Processor or the Data Controller or other person delegated by it.

Please remember that the personal data must be processed:

- in observance of the criteria of confidentiality;
- lawfully and correctly;
- for a period of time not exceeding that necessary for the purpose for which the data have been collected or subsequently processed;
- with total observance of adequate security measures, by storing and controlling the processed data in such a way as to avoid the risk, even accidental, of destruction or loss, of

unauthorised access or processing that is not permitted or does comply with the purpose of the collection.

In particular, with regard to:

- **Access to personal data**, data banks and corporate applications: data, data banks and corporate applications you may access are those that are strictly indispensable for the implementation of your work, in line with your role and, as far as regards IT applications, in accordance with the user profile assigned to you.
- **Creation of new procedures/applications**: without prior authorisation, you cannot activate new IT procedures for the management or processing of data, files including hard copies, or personal data files. If the above is necessary, you must give your immediate superior prior notice and proceed only after receiving authorisation.
- **Communication and dissemination**: the data you have access to during your work must be processed by you personally, or by your colleagues, but cannot be communicated and/or transmitted to outside third parties.
- **Security measures**: it is your responsibility to observe all current protection and security measures aimed at preventing the risk of destruction, loss, unauthorised access or prohibited processing; in particular, your password must not be given to anyone, your PC must not remain connected to company files and accessible in your absence; hard copies of data must be placed in locked cabinets at the end of the day and always after being used; in any case, you must assure the confidentiality of hard copies of data every time you leave your workstation. All episodes that you deem important as regards data security must be immediately communicated to your Manager. Special attention must be paid to the management of documents containing data of a juridical and/or sensitive nature.
- **Requests for access/exercise of rights**: if you receive a request to access personal data ex Chapter 3 "Rights of data subject" of the GDPR, from the data subject (whether it is an employee of the company, a supplier, a customer, a consultant, etc.), you must take note of the same in writing, specifying the date and the name of the data subject, and immediately refer the same to your Manager or to the relevant organisation office, which will respond within the established time frame.

## 1. PROCESSING WITHOUT ELECTRONIC DEVICES

Personal data filed on magnetic and/or optical media must be protected by the same security measures as those adopted for hard copies.

The security measures applied to copies or reproductions of documents containing personal data must be identical to those applied to the originals.

### 1.5 Safekeeping

Documents containing personal data must be stored in such a way that they are not accessible by persons not authorised to process them (e.g.: cabinets or drawers that can, if possible, be locked).

Documents containing personal data that are removed from the files for day-to-day work must be returned at the end of the day.

Documents containing personal data must not be left unattended on desks or work tables; similar attention must be paid when removing documents that have been received via fax; as a general rule you should avoid printing documents unless it is strictly necessary and in any case they must be removed immediately so that they are not left unattended at the printer.

### 1.6 Communications

The use of personal data must take place on the basis of the "need to know" principle and they must not be shared, communicated or sent to persons who do not require them for the implementation of their work (even if such persons are also authorised to process data). Data must not be disclosed outside the Company and in any case to third parties unless authorized by the Data Controller or the Data Processor.

### 1.7 Destruction

If it is necessary to destroy documents containing personal data, they must be destroyed by using the appropriate shredders or, in their absence, they must be cut into small pieces so that they cannot be reassembled.

Magnetic or optical media containing personal data must be erased before they can be reused. If this is not possible, they must be destroyed.

### 1.8 Additional instructions for processing sensitive and judicial data

Documents containing sensitive and/or judicial data must be controlled and stored by Authorised Persons in such a way that they cannot be accessed by unauthorised persons. For example, reference to documents/certificates for insertion in electronic personnel management/administration procedures, data regarding trade union authorisations, sick leave, etc., must take place in the time strictly necessary for keying in the same and, immediately after, the documents must be filed in accordance with these instructions. The filing of hard copies containing sensitive and/or judicial data must be kept separate from those concerning common data (the same cabinet or drawer may be used - and possibly locked - but the containers must be separate).

To access files containing sensitive or judicial data outside office hours you must be identified and recorded in the relevant registers.

## 2. PROCESSING WITH ELECTRONIC DEVICES

### 2.1 Management of authentication credentials

The law envisages that access to electronic procedures that process personal data is permitted by Authorised Persons in possession of "authentication credentials" which allow them to bypass an identification procedure. Authentication credentials consist of a code for identifying the Authorised Person for processing personal data (user-ID) associated with a confidential password, or an authentication device (e.g.: smart card, token, one-time-pw), or a biometric characteristic. Authorised Persons must use and manage their authentication credentials in accordance with the following instructions.

Individual user-IDs for accessing applications must never be shared amongst users (even if Authorised Persons for data processing). If other users must access data, they are required to request authorisation from their Manager.

Authentication credentials (for example passwords or strong authentication devices like tokens, smart cards, etc.) that allow access to applications must be kept confidential. They must never be shared with other users (even if Authorised Persons for data processing).

Passwords must be changed by the Authorised Person following the first use and subsequently, in observance of the specific corporate procedures, at least every three months in the case of sensitive and judicial data processing, or at least every six months for personal/shared data.

Passwords must consist of at least eight characters or, if this is not permitted by the electronic device, by the maximum number of characters permitted. Passwords must not contain references that easily lead to the Authorised Person (e.g.: family names) and must be chosen in accordance with corporate regulations concerning the construction and use of passwords (see also point 3, below), unless more restrictive instructions are envisaged by corporate systems.

### 2.2 Protection of PC and data

All PCs must have passwords that comply with the instructions given in the next point below. Passwords must be kept and managed with due diligence and in observance of the instructions provided by the Data Controller or, on its behalf, by the Data Processor.

To prevent illicit access, the screen saver password must always be activated if this setting is not automatically available.

As soon as they are available (and in any case at least annually) all software updates necessary for preventing vulnerability and correcting defects must be installed in the PCs. If this does not take place automatically, the Authorised Person must inform his/her Manager. Back-up storage must be carried out at least every week on the assumption that any third party personal data are present only in the PC of the Authorised Person (not filed in corporate

IT systems). The storage media used for back-up must be managed in accordance with the rules described in "Processing without electronic devices".

### 2.3 Deletion of personal data

In the event of disposal of work tools, it is your responsibility to eliminate all personal data they contain.

### 2.4 Additional instructions for processing sensitive and judicial data

Passwords for accessing IT procedures used to process sensitive and judicial data must be changed, by the Authorised Person if an automated system is not available, at least every three months, unless more restrictive methods and time frames are communicated from time to time by the Manager or provided for in procedures.

The installation of software updates required to prevent vulnerability and correct computer program defects must be carried out at least every six months if an automated system is not available.

## 3. GENERAL INSTRUCTIONS

### How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least one character from . ; \$ ! @ - > <
- Do not use your own or a relative's date of birth, name or surname
- Do not use a matriculation number or user ID
- Always keep it in a safe place that cannot be accessed by third parties
- Do not divulge it to third parties
- Do not share it with other users

### Conduct in the presence of guests or service personnel

- Have guests wait in places where confidential information or personal data are not present.
- If necessary, move away from your desk when guests are present, put documents away and enable the PC screen saver by pressing "ctrl-alt-del" on the keyboard and selecting "Lock Computer".
- Do not reveal passwords to technical assistance personnel and/or allow them to type in passwords.
- Do not reveal passwords over the telephone - no one is authorised to request them.

### How to handle e-mails

- Do not open messages with attachments if you do not know the source since they could contain viruses that will delete or steal data stored in the PC.
- Avoid opening films, presentations, images and files in any format if they come from unknown sources since these could pose a threat to the data contained in your PC and, in general, to the security of the corporate technological infrastructure.
- Avoid forwarding automatically from your company mail box to external personal mail boxes and vice-versa.

### How to use the Internet correctly

- Avoid downloading software from the Internet (utility programs, office automation, multimedia files, etc.) as these could pose a threat to the data and the company network, unless the software is required for the implementation of your work and its use is in any case known to the relevant corporate organisation offices.

## 4. PENALTIES FOR NON OBSERVANCE OF REGULATIONS

You are reminded that the use for personal purposes or in any case for unlawful aims of the data to which you have access or have accessed, even if it does not cause damage to and/or responsibility for [•], according to Italian law, could in any case be subject to the application of disciplinary or criminal penalties, as this could be construed as a breach of the duties that are incumbent on the employee, as envisaged by the Italian Civil Code or by the applicable Collective or Individual Labour Agreement.

You are requested to promptly report any evidence of situations that put the security of data at risk (e.g.: password breach, attempted unauthorised access to the systems) or which concern external subjects authorised to access (obvious breach of corporate Procedures): your collaboration is important for closing any gaps in the security systems and procedures for protecting the personal data processed.

These instructions are the guidelines to be followed for your work: inasmuch, if in doubt, please contact the Manager.

## 5. DEFINITIONS

**Processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal data:** any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Special categories of data:** personal data that reveal racial or ethnic origins, political opinions, religious or philosophical beliefs or trade union membership, as well as biometric data intended to unequivocally identify a natural person, data concerning the health or sexual history or orientation of the natural person (Ed: disabilities, medical certificate, indication of illnesses/accidents, handicaps, etc.).

**Judicial data:** personal data that will reveal the provisions of Article 3, paragraph 1, letters a) to o) and r) to u) of Italian Presidential Decree DPR 313 of 14 November 2002, with regard to criminal records, the register of crime-related administrative penalties and the relevant pending charges, or the status of the accused or suspect pursuant to Articles 60 and 61 of the Italian Code of Criminal Procedure (Ed: imprisonment or house arrest, legal disqualification, provisions relating to amnesty and pardon, etc.).

**Data controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

**Processor:** the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller;

**Authorized Person for data processing:** Person authorized to process personal data under the direct authority of the Data Controller or the Data Processor.

**Data subject:** the natural person to whom the personal data refer (e.g.: employees, customers, suppliers, visitors, etc.).

**Security measures:** All the technical and organisational measures that adequately guarantee a level of security adequate to the risk (Ed: pseudonymisation, encryption, user id, password, use of containers with locks, etc.).

Attachment 8 GDPR

**Appointment as Authorized Person for Processing Personal Data (hereafter "Authorized Person"), pursuant to Article 29 of EU Regulation 2016/679 (hereafter "GDPR ") by the Sub DataProcessor**

Self-certification

Facsimile **SUBSTITUTIVE DECLARATION**

(Presidential Decree No. 445 of 28 December 2000)

Messrs  
[•]

The undersigned (surname) (name).....  
born in ..... ( ..... ), on .....  
(place) ..... (prov.) .....  
resident in ..... (.....) Address .....  
n. .... (place)..... (province.).....  
domiciled in ..... (.....) in Address .....  
n. ....(place)..... (province).....  
as legal representative of the Firm / Company .....  
with registered head offices in ..... (.....) Address .....  
n. ....Tax Code .....VAT n. ....

with reference to Contract n. ....

as Sub Data Processor, aware of the penal sanctions referred to in Art.76 of Presidential Decree n° 445 dated 28.12.2000 as regards false declarations and the creation or use of false documents, under his/her own responsibility

**DECLARES**

- having appointed employees/collaborators in relation to the activities referred to in the above-mentioned contract as **"Authorized Persons"** for processing personal data as per Article 29 of the GDPR using the template appointment letter prepared by you including the related Instructions
- that a copy of these appointments in his/her possession is available and at the disposition of this company

**HEREBY ATTACHES**

to this document the list of names of persons appointed for this purpose

**UNDERTAKES**

- to provide the Company with a copy of appointed persons by the date that will be specifically notified by the Company;



- to update the documentation sent, before starting activities in the case of new employees/collaborators or within five working days from the date of termination when employees/collaborators are no longer involved.

Date .....

Signature .....

### Privacy notice pursuant to Article 13 of the GDPR

We hereby inform you that personal data are acquired with this Annex and are processed for purposes strictly related to the management and execution of the Contract or to implement obligations required by law. Additionally, personal data will be collected and processed using automated means and in paper form and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms envisaged by applicable laws.

In this respect, it should be noted that:

- the Data Controller for the data in question is the Company [•] in the person of its pro tempore legal representative (hereafter ENEL);
- The data subject is the natural person whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereinafter the Data Subject);
- The personal data processed may be transmitted to third parties, i.e. to companies subject to management and coordination by ENEL S.p.A. or connected with ENEL, or to other subjects. The above-mentioned third parties may be appointed as Data Processors
- The Data Subject is entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- The Data Subject is entitled to lodge a complaint to the Italian Data Protection Authority, with registered office in Piazza Venezia 11, 00187- Rome. Tel. (+39) 06.696771, email: [garante@gpdp.it](mailto:garante@gpdp.it);
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website.

**N.B. The signature of the owner or legal representative must be accompanied by non-authenticated photocopy of the signer's identity document (front/rear)**

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