

SUMMARY

SECTION I - GENERAL PART	3
1 APPLICATION AREAS.....	3
2 CONTRACTOR'S DUTIES	3
3 DELIVERY TERMS/COMPLETION OF WORKS OR SERVICES.....	3
4 EXTENSION OF THE CONTRACTUAL TERMS	4
5 CONTRACT PRICES.....	4
6 ECONOMIC ASSESSMENT IN THE EVENT OF CHANGES TO THE CONTRACT.....	5
7 INVOICING AND PAYMENTS	5
8 TRACEABILITY OF THE FINANCIAL FLOWS.	7
9 "ANTI-MAFIA" LEGISLATION, LEGALITY PROTOCOLS, SUBCONTRACTING, SUB-CONTRACTS.	7
10 TAXES AND DUTIES.	9
11 FISCAL AND TECHNICAL REPRESENTATION, NON-EU COUNTRIES.	9
12 ECONOMIC WARRANTY.....	10
13 TRANSFERABILITY OF CREDIT AND CONTRACT.	10
14 WITHDRAWAL.....	11
15 TERMINATION AND ENFORCEMENT IN CASE OF BREACH	11
16 CODE OF ETHICS	12
17 PROTECTION OF PERSONAL DATA	13
18 GOVERNING LAW.....	16
19 JURISDICTION.....	16
SECTION II - WORKS, SERVICES, SUPPLIES WITH INSTALLATION	17
20 EXECUTION METHODS.	17
21 AREAS AND PREMISES MADE AVAILABLE TO THE CONTRACTOR BY ENEL	17
22 EXECUTION OF WORKS WITH STAFF ON ENEL PREMISES.....	18
23 REPRESENTATION.....	18
24 INSURANCE.	18
25 PROFESSIONAL INSURANCE OBLIGATION.....	19
26 "ALL RISKS" INSURANCE.	19
27 MATERIALS AND EQUIPMENT.	19
28 CONTRACTUAL MODIFICATIONS IN THE COURSE OF WORK.....	20
29 CHANGE IN FLAT RATE PRICES.	20
30 SERVICES AGAINST FINAL BALANCE.	20
31 CONTROLS AND CROSS-EXAMINATION FINDINGS.	20
32 RESERVATIONS.....	21
33 UNCOVERING OF ITEMS OF HISTORIC, ARTISTIC, ARCHAEOLOGICAL INTEREST.	21
34 TERMINATION REGULATIONS	21
35 DIFFICULTY OF EXECUTION.....	21
36 DISSOLUTION FOLLOWING NON-CONSIGNMENT OR SUSPENSION OF WORKS.	22
37 JOINT RESPONSIBILITY.....	22
38 CONTROLS TO CONTRAST THE ILLICIT PROVISION OF MANPOWER. (ART. 17 BIS OF THE ITALIAN LEGISLATIVE DECREE 9TH JULY 1997, NO. 241).....	25
SECTION III - SITE ORGANISATION AND MANAGEMENT	27
39 KNOWLEDGE OF ENVIRONMENTAL CONDITIONS.....	27
40 SPECIAL OBLIGATIONS.....	27



41	STORAGE.....	27
42	DISCIPLINE ON SITES AND IN WORK AREAS.....	27
43	ARRANGEMENT OF THE SITES.....	28
44	ACCESS TO SITES AND WORK AREAS.....	28
45	SITE SIGNAGE.....	28
46	TRANSPORTATION, WAREHOUSING AND DEPOSITS.....	28
47	SITE SHUT-DOWN.....	28
	"JOINT RESPONSIBILITY" ANNEXES.....	29
	SAFETY ANNEXES.....	36
	USE OF ENEL IT SYSTEMS.....	36
	INVOICING ANNEX.....	40
	GDPR ANNEXES (FROM ANNEX 1 TO ANNEX 4).....	47



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 16 "SUSPENSION, WITHDRAWAL AND TERMINATION OF THE CONTRACT" 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.

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

5.2. Price Review;

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

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

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.1.5 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.

7.1.6 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.

7.1.7 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).

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

7.1.9 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.

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

7.1.11 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.

7.1.12 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.

7.1.13 . 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".

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

7.2 Payments.

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

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

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

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 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 FLOWS¹.

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.

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

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



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.

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 16.3 "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"².

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 29 "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 Contractor³ 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 systems⁴.

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/Contractor⁵ 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;
- 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;
- to not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against 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 PROTECTION OF PERSONAL DATA

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 assignment of the Contract, and processed for the management and execution of the Contract, or to comply with applicable laws. Personal data are collected and processed using

² 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.

³ The Legal Entity.

⁴ 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.

⁵ 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**.

⁶ For itself and for the persons listed in note 1.



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

- the Data Controller is the Client Company of the ENEL Group⁷ in the person of its legal representative *pro tempore* (hereinafter "ENEL");
- The data subject is the natural person participating in the awarding procedure, whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereafter the "Data Subject");
- Personal data processed may be transferred to third parties, i.e. to companies subject to management and coordination or connected with ENEL S.p.A., or to other third parties. Third parties may be appointed by the Data Controller as Data Processor;
- Personal data shall be retained only for the time necessary to achieve the purposes related to the execution of the Contract and, in any event, shall be deleted 10 years after the signing of the Contract;
- Data Subjects are entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- Data Subject are entitled to lodge a complaint to the Italian Data Protection Authority, with registered office in Piazza Venezia 11 – 00187 ; Rome. Tel. (+39) 06.696771, email: protocollo@gdpd.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website, or upon request.

17.2 System administrators

17.2.1. In the event that, in the execution of the Contract, the Supplier's and/or Sub-Suppliers' personnel, who intervene on ENEL's systems and/or personal data, perform functions attributable to the qualification of "System Administrator", intended as a professional responsible for the management and maintenance of an IT system or component, the Supplier undertakes to and ensures that any Sub-Suppliers undertake to:

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

17.3 Appointment of the Supplier as Personal Data Processor (where applicable)

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

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

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

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

⁷ Company of the ENEL group that establishes the Contract or the company in the name and on behalf of which this is established



17.3.4 Duties and instructions

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

- a) It must only process personal data according to ENEL instructions, as documented in **Annex GDPR 1** specifying type of data processed and the categories of Data Subjects;
- b) must declare to have appointed the employees or collaborators who have the task of carrying out any operation, even for mere consultation, relating to the processing of personal data of which ENEL is the Data Controller ("Authorized Persons"). In this regard, it must ensure that Authorized Persons are committed to confidentiality or have an adequate legal obligation of confidentiality. Furthermore, it must ensure that such authorized persons are adequately trained on the principles relating to the protection of Personal Data;
- c) will send to ENEL the self-declaration of the appointment of the Authorized Persons which process Personal Data (**Annex GDPR 2**). In addition, it will provide the list of Authorized Persons who must be approved to operate directly or indirectly on ENEL's systems; It will be Supplier's responsibility to inform the Data Controller of the termination of the employment relationship or of the existing assignment no later than five days from the event, in order to allow the Data Controller to immediately revoke the IT authorizations issued by him;
- d) must take all the security measures referred to in art. 32 of the GDPR, as well as any other preventive measure recommended by experience, suitable for avoiding data processing that is not permitted or does not comply with the purposes of the Contract. Moreover, must have to check periodically the suitability of these measures to ensure that they are adequate for the risk associated with the processing of data;
- e) must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
- f) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- g) must provide the necessary support to ENEL in ensuring compliance with the obligations referred to in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Data Processor;
- h) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data he has come into possession due to the execution of the activities entrusted, with the exception of personal data whose retention is necessary, by way of example, for purposes related to: (i) legal obligations; (ii) exercise or defence of legal claims;
- i) ENEL also reserves the right to request the cancellation / return of the data processed even before the termination of the Contract by communicating it in writing to the Supplier;
- j) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- k) must promptly notify to ENEL any violation or alleged violation of personal data, within 48 hours of becoming aware of the event and in any case without undue delay;
- l) without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, must keep a Record of processing activities carried out on behalf of ENEL and provide a copy upon ENEL's request.

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

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

17.3.5 Compensation and Liability

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

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

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



17.3.6 Duration

17.3.6.1. The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. 17.3.4.1, lett. *i*.

17.3.7 Sub Data Processors

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

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

17.3.7.3. At the time of signing the Contract, the Sub-processors communicated by the Supplier are considered authorized (**Annex GDPR 3**). In the event that the Supplier, for proven and reasonable reasons, intends to modify this list, he must request, before entrusting the assignment to new Sub-Processors, an authorization from ENEL as per the attached standard (**Annex GDPR 4**).

17.3.7.4. The Supplier declares that the Sub-Processors will process personal data in countries that are in the European Union or, if outside Europe, exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer. Should the Supplier consider it appropriate as a result of such assessment, the Supplier undertakes that the Sub-Processors have signed the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract (**Annex GDPR 3**).

17.3.7.5. The Supplier guarantees that the aforementioned appointment will be revoked upon expiry of the contractual relationship between ENEL and the Supplier or at the time of termination for any cause thereof, without prejudice to the provisions of the previous art. 17.3.4.1, lett. *i*.

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 Professional insurance obligation⁸.

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.

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;

⁸ 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.



- 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.

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.

32.6 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.

32.7 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.

32.8 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.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

34.8 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 RESPONSIBILITY⁹.

37.1 Contractor's Obligations.

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

1. apply regulatory and salary conditions which are not less beneficial than those included in the CBA signed by the most representative Trade unions and in supplementary regional and/or corporate agreements related to the relevant sector, applicable at the time and in the places where the works are carried out;
2. comply with the laws on salary – including portions of severance indemnity – and guarantee the regular performance and the exact payment of withholding taxes on employment income provided for by the applicable regulations, the payment of VAT, as well as regularly fulfil insurance, social security, welfare and any other kind of costs, in compliance with applicable laws, regulations and rules;
3. make sure that the workers show their ID badge pursuant to the current laws. The Contractor undertakes, pursuant to art. 1381 of the Italian Civil Code, to make sure that also possible self-employed workers and employees of subcontractors comply with said obligation, as well as to verify that his employees and self-employed workers and employees of subcontractors show said badge;
4. use, for workers involved in the contract, contract types consistent with the working duties required and concretely performed, in compliance with the applicable regulations in force;
5. ensure the invariance of salary compensation for employees rehired by the succeeding Contractor at the same regulatory and economic conditions provided for by the national collective agreements for the sector entered into by the most representative trade union organizations or after collective agreements entered into with the most representative Organizations¹⁰.

37.1.2 Sending documentation.

37.1.2.1 All the documentation indicated in points below shall be sent to ENEL by accessing the Joint Liability Control System (hereinafter also "SCRS" [Sistema Controlli Responsabilità Solidale]) at the following page (further details are indicated in the Technical Annex):

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

37.1.2.2 ENEL reserves:

- with appropriate notification and notice of at least 30 days to change the list of documents indicated below and/or modify the procedures to provide the information/documentation requested;
- to carry out any inspection, whether documentary or not, referred to in points 37.2 and 37.3 below. In the event of negative outcome of said inspections ENEL reserves the right to suspend the payments due to the contractor as well as to terminate the Agreement pursuant to and in accordance with art. 1456 Italian civil code, as well as to take any other action to protect its interests.

37.2 Information and documentation to be produced.

37.2.1 In compliance with the applicable rules on personal data protection with reference to all the workers involved in the contract (including possible consultants and possible employees seconded by a company other than the contractor or subcontractor, as

⁹ The clauses under this article apply to contracts of works, services and supplies with installation.

¹⁰ The clause shall apply to procurement contracts of services, such as cleaning, canteen, in which the company being awarded the contract replaces another company with rehiring of personnel earlier employed by the outgoing company.



well as possible agency workers) the Contractor shall provide with appropriate emails sent to the email address srs@enel.com the information requested by ENEL in points 37.2.4 and 37.2.5.

37.2.2 In case of subcontract, the Contractor shall provide the same documentation concerning the subcontractor's personnel.

37.2.3 Information requested on the first control:

the first control will be carried out

- at the end of the first month after that of Agreement validity start date that provide for a validity start date before or on the fifteenth day of the month;
- at the end of the second month after that of Agreement validity start date that provide for a validity start date after the fifteenth day of the month;

In this respect, from the first to the twentieth day of the month of control, the contractor shall:

- a) enhance the table "*List of Contract Resources*" in "joint responsibility annexes", by entering the data requested for all the resources employed for the contract during the calendar month before that of the request of control.
The table shall be completed by entering the data of the personnel of all the companies (contractors, subcontractors, seconding companies, agencies) that have in any capacity employed workforce in the contract activities¹¹;
- b) complete and load on the SRS system, for every company for which resources have been declared in the table referred to in point above, a "*Self-Certification of salary and social security compliance*" drawn up according to the scheme referred to in "joint responsibility annexes";
- c) complete and load on the SRS system, for every company for which resources have been declared in the table referred to in point above, a "*Self-Certification of regular hiring*" drawn up according to the scheme referred to in "joint responsibility annexes";

37.2.4 Information requested on subsequent controls

For every active Agreement, irrespective of the validity start date, controls after the first one still be carried out at the end of every month.

From the first to the twentieth day of the month of control, the contractor shall verify the content of the table "*List of Contract Resources*" completed on the control of the previous month.

- a) Whether there is no need to introduce changes to the configuration of resources in respect to the control of the previous month, after the saving of said table, the contractor shall complete and load on the SRS system, for every of the company for which the resources have been declared in the table referred to in point above, only a "*Self-Certification of salary and social security compliance*" drawn up according to the scheme in "joint responsibility annexes";
- b) The Contractor shall load only a "*Self-Certification of salary and social security compliance*" also in case he shall change the percentage of employment of resources involved in the contract and/or change the configuration entailing the outflow of one or more resources.

In such a case, once introduced the changes to the configuration directly in the table "*List of Contract Resources*" the contractor shall save said table and load for every company having resources involved in the contract a "*Self-Certification of salary and social security compliance*" drawn up according to the scheme referred to in "joint responsibility annexes";

- c) Whether on the contrary the contractor should change the configuration of resources involved in the contract, in respect to that declared on the occasion of the previous control, entailing the introduction of one or more resources, once introduced and saved the changes to the configuration of the table "*List of Contract Resources*", for every company declared in said table, a "*Self-Certification of salary and social security compliance*" drawn up according to the scheme in "joint responsibility annexes" shall be loaded.

Furthermore, for companies that, in respect to the previous month, foresee new resources involved in the contract, the contractor shall load a "*Self-Certification of regular hiring*" drawn up according to the scheme in "joint responsibility annexes".

37.3 ENEL's right of inspection.

37.3.1 In compliance with the applicable laws on personal data protection, the Contractor shall allow ENEL, to verify the fulfilment of the salary, insurance, and social security obligations.

37.3.2 Besides the inspections above, ENEL reserves the right to carry out further controls on work safety, as well as the corresponding legal and contract fulfilments (therein included the legislation on working hours). These inspections can be directly performed with personnel authorized by ENEL (that hence can access at any time to the construction yards and the places where works are performed) or through request of the contractor to show appropriate documentation. Just by way of an example, the inspection of the compliance with the obligation to show the badge provided for by the applicable legislation can be carried out, or copy of the single employment ledger with personal details, salary/social security information completed, of the time card (or weekly presence report) signed by the employee, or rather equivalent tool for detecting presence, DURC [certificate of social security compliance], copy of the receipt of transmission of the Uniemens form containing the progressive number of transmission, the file name, the data of the transmission content including details of DM10 generated by the INPS [National Social Welfare Institution] online procedure, as well as copy (whether not

¹¹ In case of use of seconded non-European workers, also the suitable documentation required by the law certifying the possession of the requirements requested to perform the working activity in Italy shall be delivered, such as residence permit, certificate of no impediment, etc.



acquired yet) of the preventive online mandatory notification of hiring or rather copy of the report sent to INPS/INAIL [National Institute for Insurance Against Occupational Accidents] and to occupational funds and copy of the receipted F24 forms, etc. may be requested.

37.3.3 It is understood and agreed that the failure to ask for an inspection by ENEL shall not represent in any way limitation of liability of the Contractor in the event of non-fulfilment of his obligations.

37.4 Clause for construction yards (if applicable).

37.4.1 In compliance with the applicable laws on protection of personal data, the Contractor, with regard to all the companies present in the construction yard (therein included possible subcontractors) – including for the purposes of inspections referred to in point 37.4. “ENEL’s right of inspection” has the obligation to make available within the construction yard all the documentation that the employers must hold and keep up to date in accordance with the applicable legislation, such as, including but not limited to:

- ▶ Single employment ledger with reference to only employees involved in works of the construction yard, updated any time that new workers access the construction yard;
- ▶ for non-European workers, the Contractor shall produce the corresponding residence permit;
- ▶ updated incident report;
- ▶ possible notifications of hiring;
- ▶ DURC (unless already acquired by ENEL), which shall be updated every month;
- ▶ documentation certifying the basic training on prevention and safety at work, delivered to the employees present in the construction yard;
- ▶ documentation concerning the obligations of the Italian legislative decree 81/2009 about his construction yard facilities, the Safety Operation Plan, the scaffolding assembly/disassembly plan.

37.5 Measures to protect the fulfilment.

37.5.1 In case of non-fulfilment of the aforementioned obligations referred to in points above “information and documentation to be produced from time to time”, or rather in case of breach ascertained on the basis of the same documentation, ENEL has the right to terminate the Agreement pursuant to and in accordance with art. 1456 Italian civil code, as well as to take any other action to protect its interests.

37.5.2 The Contractor shall bear the costs, with appropriate insurance policy, of all the damages for which his employees are not compensated by I.N.A.I.L. [National Institute for Insurance against Labour Accidents] (art. 26, paragraph 4 Italian legislative decree 81/2008); a similar obligation shall be included by him in the agreements with possible subcontractors.

37.6 Payments.

ENEL shall pay the compensation prior production, by the Contractor, of the documentation provided for by the Agreement, therein included the documents referred to in points above related to controls. It shall be anyway understood that possible delays in producing said documentation cannot cause the accrual of interests to the benefit of the Contractor.

37.7 Subcontract.

37.7.1 The Contractor undertakes to instil in the agreements with the subcontractors the obligations referred to in points above. The Contractor specifically undertakes, pursuant to art. 1381 Italian civil code, to ensure the exact fulfilment of said obligations by third-party subcontractors. The Contractor undertakes to deliver, at the request of ENEL and without prejudice to the provisions of point 37.3. above, all the suitable documentation to guarantee the compliance of the treatment of workers of the subcontractor as well as to inform ENEL about any possible complaints that should be lodged by the subcontractor’s workers.

37.7.2 The Contractor shall also indemnify and hold harmless ENEL from any request of property made to him by his employees or those of the subcontractor due to the failure to fulfil the contract, insurance, and social security obligations.

37.7.3 Without prejudice to the provisions of the clause on personal data processing in art.17 above “Protection of personal data” and to supplement it, ENEL informs the Contractor that the personal data processing concerning the employees of contractors and possible subcontractors (therein included the control of accesses to the construction yards) is solely carried out for the purposes to execute the Agreement and in compliance with the legal regulations on measures to contrast tax evasion and tax avoidance as well as illegal work and for promotion of safety at work. These data that are processed in paper and automated form are stored for a period not exceeding the time necessary for the purposes for which they were collected and later processed taken into account the compliance with the terms of statute of limitations, without prejudice to the obligations of storage of accounting records referred to in the current and future laws. the contractor/subcontractor shall inform the persons concerned and obtain, if due and/or requested by the Client company of the ENEL Group, the necessary consents to the personal data processing for the purposes referred to above.

37.7.4 In case of possible subcontract, the Contractor undertakes to instil in the agreements with the subcontractors the obligations referred to in this point 17 “Personal data protection”. The Contractor specifically undertakes, pursuant to art. 1381 Italian civil code the exact fulfilment of said obligations by third-party subcontractors.



38 Controls to contrast the illicit provision of manpower. (art. 17 bis of the Italian Legislative decree 9th July 1997, no. 241)

- 38.1 Article 17-bis of the Italian Legislative decree 9th July 1997, no. 241 provides for the following conditions:
- a) entrusting the completion of one or more works or one or more services to the Contractor for a total annual amount exceeding euros 200,000;
 - b) the entrusting referred to in point a) above shall occur through contracts, subcontracts, entrusting to members of the consortium or contractual relationships anyway called;
 - c) agreements referred to in point b) above shall be characterized by:
 - i. main use of manpower;
 - ii. service performed at the client's places of business;
 - iii. use of capital goods proprietary to the client or attributable to him in any form.

38.2 Certification of Tax Compliance (DURF)

In the cases provided for by art. 17 bis of the Italian Legislative decree 9th July 1997, no. 241, the Contractor shall inform Enel, pursuant to paragraph 5 of the same article, sending to the contract manager to the address specified in the Agreement appropriate certification of tax compliance of the Italian revenue office ("DURF"), currently valid, pursuant to paragraphs 5 and 6 of the same article, the existence of the following requirements on the last day of the month before that of payment deadline for withholding taxes:

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

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

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

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

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

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

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

38.2.1.3 Further documentation to be produced

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



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



SECTION III - SITE ORGANISATION AND MANAGEMENT

39 KNOWLEDGE OF ENVIRONMENTAL CONDITIONS.

39.1 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.

40 SPECIAL OBLIGATIONS.

40.1 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.

41 STORAGE.

41.1 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.

41.2 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.

41.3 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.

41.4 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.

42 DISCIPLINE ON SITES AND IN WORK AREAS.

42.1 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.

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



43 ARRANGEMENT OF THE SITES.

43.1 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.

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

43.3 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.

44 ACCESS TO SITES AND WORK AREAS.

44.1 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.

44.2 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.

44.3 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.

44.4 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.

45 SITE SIGNAGE.

45.1 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.

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

46 TRANSPORTATION, WAREHOUSING AND DEPOSITS.

46.1 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.

46.2 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..

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

47 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



List of Contract Resources”

Legend
1 - Mandatory fields for both Italian and foreign employers
2 - Mandatory fields only in the case of an Italian employer
In the case of a foreign employer, for each resource it will be necessary to specify at least one of the two fields: Gross Monthly Salary Amount or Social Security Contribution Amounts

Surname ¹	Name ¹	Worker Tax Code ¹	Percentage of time dedicated to the contract ¹	Foreign Employer? ¹	Employer Tax Code ¹	Type of employment contract ²	Classification and qualification ²	CCNL ²	Hire date ²	INPS company registration number or any other social security funds ²	territorial insurance position (P.A.T) INAIL ²	Gross Monthly Salary Amount ¹	Social Security Contribution Amounts ¹	Amount of insurance contributions due ²	Provision TFR ²



“SELF-CERTIFICATION OF SALARY AND SOCIAL SECURITY COMPLIANCE”

**DECLARATION IN SUBSTITUTION OF DEED OF NOTARITY SELF-CERTIFICATION OF REGULAR CONTRIBUTION AND REMUNERATION
(ARTICLES 2 AND 47 PRESIDENTIAL DECREE**

The undersigned _____, born in _____, on

C.F. _____, legal representative of _____, based in _____
as the contractor / subcontractor of the contract¹ n° _____, stipulated with _____,
on _____, aware of the criminal penalties in the case of false declarations and use of false documents, referred to in art. 76 of the
D.P.R. 28 December 2000, n. 445².

DECLARES

- The regular disbursement of salaries in compliance with the contractual obligations provided by CCN signed by the most representative trade union associations and by the territorial and / or company supplementary agreements referring to the sector of activity of competence, in force in the period of time and in the localities in which they take place jobs
- the regular application of the procedures relating to the assessment and payment of social security and insurance contributions;
- The regular provision of the severance pay (even if eventually devolved on the indication of the worker to supplementary pension funds), of the workers engaged in the execution of the aforementioned contract for the period of³.

—,

DATE AND SIGNATURE CONTRACTOR / SUBCONTRACTOR

Personal data treatment

Pursuant to current legislation on the protection of personal data, we inform you that the data provided will be processed by Enel / Contractor on the basis of the provisions of the Tender / Subcontract Agreement and for the purposes indicated therein. Pursuant to the aforementioned legislation, you have the right to access your data by asking Enel / Contractor to correct it, integrate it, or, if necessary, cancel it or block it.

¹ Enter the identification protocol of the contract

² Art. 76, paragraphs 1 and 2, DPR 28 December 2000, n. 445: Anyone who issues false declarations forms false documents or uses them in the cases provided for in this Consolidated Law is punished pursuant to the criminal code and special laws on the matter; the presentation of a document containing data that no longer corresponds to the truth is equivalent to use of a false document.

³ Enter the period (month / year) for which this self-declaration is produced.



“SELF-CERTIFICATION OF REGULAR HIRING”

ADECLARATION IN SUBSTITUTION OF DEED OF NOTARITY SELF-CERTIFICATION

REGULARITY RECRUITMENT OF RESOURCES EMPLOYED ON THE CONTRACT (ARTICLES 2 AND 47 PRESIDENTIAL DECREE 28 DECEMBER 2000, NO. 445)

The undersigned _____, born in _____, on

C.F. _____, legal representative of _____, based in

as the contractor / subcontractor of the contract⁴ n° _____, stipulated with

, on _____, aware of the criminal penalties in the case of false declarations and use of false documents, referred to in art. 76 of the

D.P.R. 28 December 2000, n. 445⁵.

DECLARES

The regular hiring of employees currently employed in the contract, as declared in our data entry in the Enel Joint Responsibility System for the month of ⁶.

—

DATE AND SIGNATURE CONTRACTOR / SUBCONTRACTOR

Personal data treatment

Pursuant to current legislation on the protection of personal data, we inform you that the data provided will be processed by Enel / Contractor on the basis of the provisions of the Tender / Subcontract Agreement and for the purposes indicated therein. Pursuant to the aforementioned legislation, you have the right to access your data by asking Enel / Contractor to correct it, integrate it, or, if necessary, cancel it or block it.

⁴ Enter the identification protocol of the contract

⁵ Art. 76, paragraphs 1 and 2, DPR 28 December 2000, n. 445: Anyone who issues false declarations forms false documents or uses them in the cases provided for in this Consolidated Law is punished pursuant to the criminal code and special laws on the matter; the presentation of a document containing data that no longer corresponds to the truth is equivalent to use of a false document.

⁶ Enter the period (month / year) for which this self-declaration is produced.



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.

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.

ENEL has made available email boxes available srs@enel.com, to which the Contractor can write for any access problems and for using the function.

1.2. IT EQUIPMENT.

To correctly use the application, the Contractor must be equipped with a work stations minimally able to use a Windows 7 or higher operating system, or alternative and equivalent operating systems in terms of 1 GB performance (MacOS, Linux, etc.). We recommend using a browser (Chrome or Mozilla Firefox) sufficiently updated and a fast internet connection

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

1.3. 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	
<input type="checkbox"/> employee	}
<input type="checkbox"/> consultant	
of the company	

in relation to the above Contract, undertakes:

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

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

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

For acceptance

Signature

.....

Date:

SECURITY RULES FOR USE OF ENEL COMPUTER SYSTEMS

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

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

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



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 4)

ANNEX 1 GDPR

Description of the processing of personal data

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

A. Categories of Personal Data

- Biographical data¹
- Particular Categories of Personal Data²
- Judicial data
- economic and financial Personal Data³
- Data relating to Contracts with Customers⁴
- Contact Data or Access Data ⁵
- Profiling Data
- Data relating to identification / recognition documents⁶
- Geolocation data
- Statistical data
- Categories of personal data (free text) _____

B. Categories of Data Subjects

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

¹ For example: name, surname, sex, date of birth, place of birth, social security number, other

² For example: political views, religion, racial origin, health, sexual orientation, other

³ For example: bank account number, credit card, other ...

⁴ For example: POD- PDR-

⁵ For example: postal or e-mail address, mobile landline number

⁶ For example: identity card, passport, driving license, CNS, other ...



ANNEX 2 GDPR

SELF DECLARATION

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

Dear
ENEL

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

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

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

As legal representative of the Company

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

Tax CodeVAT.....

in relation to Contract no.

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

DECLARES

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

ATTACH

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

UNDERTAKES

to update the documentation before the start of activities:

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

Date

Signature

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

In particular, it is specified that:

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

In particular, Authorized Persons are required to:

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

ANNEX 3 GDPR

List of Sub-Processor

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



SELF DECLARATION

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

Dear
ENEL

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

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

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

As legal representative of the Company

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

Tax CodeVAT.....

in relation to Contract no.

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

DECLARES

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

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

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

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

Date

Signature



ANNEX 4 GDPR

RE. CONTRACT N. _____

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

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

WHEREAS:

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

IT IS HEREBY AGREED AS FOLLOWS

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

Date _____

Data Processor

For acceptance

Data Controller
