



General Contract Conditions Italy

E-8.5 edition, valid as of 01/03/2024

Annex “JOINT AND SEVERAL LIABILITY”

Annex no. 1 List of Contract Resources

Key
1 - Mandatory fields, both for Italian and foreign employers
2 - Mandatory fields only for Italian employers
In the case of foreign employers, for each resource at least one of the following fields shall be completed: Gross Monthly Salary Amount or Social Security Contribution Amounts

Last Name ¹	First Name ¹	Employee's Tax Code ¹	Percentage of time worked on the contract ¹	Foreign Employer? ¹	Employer's Tax Code ¹	Type of employment contract ²	Job level and position ²	National Collective Labor Agreement (CCNL) ²	Hiring date ²	INPS Company ID or other social welfare funds ²	INAIL Local Insurance Position (P.A.T.) ²	Gross Monthly Salary Amount ¹	Social Security Contribution Amounts ¹	Insurance contribution amounts due ²	Provision for employee termination indemnity ²



ANNEX NO. 2 (“SELF-CERTIFICATION OF SALARY AND SOCIAL SECURITY COMPLIANCE”)

Self-certification of salary and social security compliance

(Sect. 2 and 47 of Presidential Decree no. 445 of December 28th, 2000).

The undersigned _____, born in _____, on _____, T.C. _____, in his/her quality as the legal representative of _____, with registered office in _____ as contractor/subcontractor under the contract¹ no. _____, entered into with _____, on _____,

aware of the criminal sanctions applicable in the case of untrue statements and falsification of documents, as referred to in sect. 76 of Presidential Decree no. 445 of December 28th, 2000².

DECLARES

- That the salaries were regularly paid, in accordance with the contractual obligations set out in the applicable National Collective Labor Agreement subscribed by the main trade union associations, and in the territorial and/or company supplementing industry agreements, applicable at the time and in the location where the works are performed;
- That the procedures for the assessment and the payment of the social security and insurance contributions were properly accomplished;
- That the provision for employee termination indemnity (including if distributed, upon the employee's request, to supplementary social security funds) was regularly established, for the workers employed in the performance of the contract referred to above for the following period³ _____.

Date and place:

Signature of the Contractor/subcontractor

Processing of personal data

In accordance with the applicable law on personal data protection, please note that the information provided shall be processed by Enel/the Contractor in compliance with the provisions of the Contract/subcontract and for the purposes specified therein. Pursuant to the aforementioned regulations, You have the right to access your data by requesting to Enel/the Contractor their correction, integration or, if applicable, erasure or block.

¹ Please, specify the identification number of the contract.

² Sect. 76, par. 1 and 2, Presidential Decree no. 445 of December 28th, 2000; Whoever provides untrue statements, produces or uses false documents in the cases set out by this Consolidated Law, shall be punished in accordance with the provisions of the criminal code and of the relevant special regulations; the submission of a document containing information which is no longer true, is equivalent to the use of a false document.

³ Please, specify the period (month/year) in relation to which this self-declaration is made.



ANNEX NO. 3 “SELF-CERTIFICATION OF REGULAR EMPLOYMENT”

**SELF-CERTIFICATION OF REGULAR EMPLOYMENT OF THE RESOURCES
EMPLOYED IN THE CONTRACT**

(Sect. 2 and 47 of Presidential Decree no. 445 of December 28th, 2000).

The undersigned _____, born in _____, on _____,
T.C. _____, in his/her quality as the legal representative of _____, with
registered office in _____ as contractor/subcontractor under the contract¹ no. _____,
entered into with _____, on _____, aware of the criminal sanctions applicable in the
case of untrue statements and falsification of documents, as referred to in sect. 76 of Presidential Decree
no. 445 of December 28th, 2000².

DECLARES

That the workers currently employed in the performance of the contract, as specified in our data entry
on Enel Joint and Several Liability System for the month of³ _____, are employed under a
regular employment contract.

Date and place

Signature of the contractor/subcontractor

Processing of personal data

In accordance with the applicable law on personal data protection, please note that the information provided shall be processed by Enel/the Contractor in compliance with the provisions of the Contract/subcontract and for the purposes specified therein. Pursuant to the aforementioned regulations, You have the right to access your data by requesting to Enel/the Contractor their correction, integration or, if applicable, erasure or block.

¹ Please, specify the identification protocol of the contract

² Sect. 76, par. 1 and 2, Presidential Decree no. 445 of December 28th 2000; Whoever provides untrue statements, produces or uses false documents in the cases set out by this Consolidated Law, shall be punished in accordance with the provisions of the criminal code and of the relevant special regulations; the submission of a document containing information which is no longer true, is equivalent to the use of a false document.

³ Please, specify the period (month) in relation to which this self-declaration is made.



ANNEX NO. 4 TECHNICAL ANNEX

1 Technical annex

1. CONNECTION OF JOINT AND SEVERAL LIABILITY SYSTEM IT PLATFORM.

The provision of the documents on Joint and Several Liability shall be made through an IT platform called SRS (Joint and Several Liability System).

This IT platform is the point of interaction between the third-party Contractor and Enel's unit in charge of carrying out the inspections on Joint and Several Liability; therefore, this platform allows the Contractor to upload the documents to be provided to Enel and to receive the feedback on the inspections.

To access the system the Contractor shall register to the Portal and be authorized to use the application, as detailed below.

1.1. ACCESS TO SRS APPLICATION.

Access credentials to log into the SRS shall be notified by Enel, whilst the instructions to register to the SRS system through the web portal (<https://www.enel.intesa.it/ENELRS>) are included in a specific document ("*SRS User Manual, Contractor*"), available for download on the portal at the first access to the system. The manual shall be integrated by a "*Contractor's Guide*", available on the portal, focused on the material and operational issues.

ENEL has made available the e-mail address srs@enel.com for access problems or issues with the use of functionalities.

1.2. IT EQUIPMENT REQUIREMENTS.

For a proper use of the application, the Contractor shall be equipped with a workstation capable to run a Windows 7 or higher operating system, or equivalent alternative operating systems in terms of performance (MacOS, Linux etc.)

The use of a browser (Chrome or Firefox) sufficiently updated and a fast Internet connection is recommended.

IT equipment requirements, before the issue of the authorization to operate on the SRS system, may be subject to inspection by ENEL's qualified personnel.

1.3. COSTS TO BE BORNE BY THE CONTRACTOR.

The cost for the purchase of the IT stations equipment shall be entirely borne by the Contractor.

The Contractor shall also bear the costs for the configuration of such equipment and the ADSL service fee for the access to the SRS application. If, for the proper operation of the IT equipment, Enel intervention is required (e.g., for the installation of software or patches), the Contractor shall cooperate with Enel for the performance of the relevant configuration/installation procedures.

1.4. COSTS TO BE BORNE BY ENEL.

ENEL shall bear the costs for the purchase of the licenses to use the application programs and the technical and application support services.