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## **1. SCOPE**

1.1. This document (hereinafter, "**General Conditions**") shall apply to the contracts regarding the acquisition of Software, Cloud Services and Software and Cloud Maintenance/Support Services governed by Spanish law AND entered into by and between the Enel Group companies and their contractors.

## **2. DEFINITIONS**

2.1. The following definitions, among others, shall apply to this document:

- **ENEL:** Company of the ENEL Group which signs the Contract or on whose behalf the Contract is signed.
- **ENEL GROUP AND COMPANIES UNDER ENEL'S CONTROL** (hereinafter, "Enel Group"):
  - 1 In addition to (i) the companies where Enel S.p.A. holds the majority of the votes which can be exercised within the ordinary shareholders' meeting; (ii) the companies where Enel S.p.A. holds sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting, also the following entities shall be considered as subsidiaries:
    - a) Italian or non-Italian companies on which Enel S.p.A. has the right, under a contract or a provisions of the deed of incorporation, to exercise a dominant influence, where such contracts or provisions are permitted by the applicable law;
    - b) Italian or non-Italian companies where Enel S.p.A. exclusively holds, on the basis of agreements with other shareholders, sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting.
  - 2 For the purposes of paragraph 1, the voting rights of the subsidiaries or those exercised by means of fiduciaries or representatives shall be included, whilst the voting rights held on behalf of third parties shall not be considered.
- **DATA BREACH:** security beach including the accidental, intentional or lawful destruction, loss, modification, disclosure or unauthorized access to the personal data provided, held or processed in any way; any IT incident (unauthorized access, malware activities) directly affecting the personal data or not, but which may expose them to the risk of data breach.

## **3. LANGUAGE**

3.1. The original version of these General Conditions shall be the one drawn up in Spanish (Castilian).

In case of any conflict between the original version of these General Conditions, drawn up in Spanish, and the translations into other languages, the original Spanish version shall prevail.

## **4. EXECUTION**

4.1. The Contract shall not be renewed automatically nor be subject to tacit extensions. Any integration and/or contractual term added subsequently, or any removal of contractual provisions relating to a specific Contract, shall not modify the General Conditions, but will only affect the relevant Contract.

## **5. INVOICING AND PAYMENT TERMS**

### **5.1. Prices**

5.1.1 The Contract price represents the entire consideration agreed to cover the costs of products and Services. This includes all the items required for the full performance of the contract, and all the goods, services or works that the Contractor should provide or perform, including all the costs or expenses which may be required, except for the Services and the items expressly excluded and the relevant taxes, as provided for by the applicable law.

5.1.2 All the prices shall be detailed in the Contract in the form specified therein.

5.1.3 Unless otherwise provided by the Contract, the prices are fixed and constant and may not be modified throughout the term of the Contract.

### **5.2 Invoicing**

5.2.1 invoices shall be only considered valid and accepted by Enel if they include all the information specified in the Contract and in the applicable regulations, provided that the contractual activities have been completely and properly performed.

5.2.2 Any invoice not specifying the relevant Contract number shall not be accepted nor taken into account for the determination of the date of receipt.

5.2.3 Even if the Contract provides that the invoice payment may be made with different currencies, each invoice may be issued in a single currency.

5.2.4 Enel shall return to the Contractor any invoice that:

- fails to include any information or data required by these General Conditions and/or the applicable law;
- contains items not authorized by Enel;
- is issued in a currency other than that specified in the Contract.

5.2.5 Except as otherwise provided by the Contract, all the invoices and, where applicable, the relevant supporting documents, shall be sent to the address specified in the Contract.

5.2.6 If the subject of the Contract includes different services or products (e.g. Software products and/or Cloud Services and/or Maintenance service) the Contractor shall specify each item separately in the same invoice.

5.2.7 Any invoice which has not been issued according to the afore mentioned provisions shall not be accepted nor taken into account, therefore its receipt by Enel shall not be accepted, and it shall be returned to the Contractor.

5.2.8 In case of loss of an invoice, the Contractor may issue a duplicate, provided that this is an original and ensuring that it includes the statement "Duplicate due to loss of the original".

5.2.9 The invoice date may not be prior to the date of the provision of Services, or to the date of acceptance of the materials or equipment, or to the date set out in the Contract.

5.2.10 Invoicing may be performed as follows:

**A. By Enel's IT systems (Procurement Portal):**

The Contractor, under the terms and conditions specified in the Contract, and after obtaining Enel's approval to invoice, shall issue the relevant invoices (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts specified therein).

After receiving the authorization to invoice by Enel and in accordance with the contractual arrangements, the Contractor shall send all invoices with the mandatory data required by the applicable law, using the IT systems (e.g. EDI) which ensure the authenticity and the integrity of the information specified therein.

Pursuant to regulations on e-invoicing, the Contractor may send invoices to Enel created in an electronic format. This would ensure the integrity of the data and the unequivocal assignment of the document to the issuer.

**B. Without using IT systems:**

Where the electronic systems are not available and/or electronic submission and electronic invoicing are not permitted by the applicable law, the Contractor, in accordance with the terms and conditions under the Contract, after obtaining the authorizations required to invoice from Enel (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts specified therein) shall issue the relevant invoices and send the original copies to the invoicing addresses specified in the Contract.

5.2.7 Unless otherwise stated in the Contract, all invoices and, where applicable, the supporting documents, shall be sent to the following addresses, depending on the format of the invoices:

- **PAPER INVOICE, BY ORDINARY MAIL:**

**ENDESA**

Centro de Servicios Administrativos Iberia  
Ribera del Loira, 60  
28042 Madrid – Spain

- **NON-MODIFIABLE PDF FORMAT INVOICE BY E-MAIL**

[Facturas.proveedores.endesa@enel.com](mailto:Facturas.proveedores.endesa@enel.com)

**5.3 Payment terms**

5.3.1 All payments shall be made by Enel by bank transfer, in the manner and within the time limits set out in the Contract.

5.3.2 To this purpose, the Contractor undertakes to notify its full bank details to Enel.

5.3.3 The Contractor has the obligation to promptly report to Enel any change to its fiscal and general data (such as: VAT number, address, company name, etc.) or any change of ownership.

5.3.4 Failure to communicate the above information may result in the suspension of payments of the invoices containing outdated data.

5.3.5 Upon prior examination and, where applicable, compliance by Enel on the fulfillment by the Contractor of all of the contractual terms and conditions, the invoices received shall be paid within the term specified in the Contract, in accordance with the applicable law.

**6. TAXES**

6.1. The prices set out in the Contract include taxes, fees or levies, except if they are recoverable by Enel. The taxes, fees or levies resulting from the procurement, applicable in any of the jurisdictions where the Contractor and Enel have their residence, shall be paid, withheld or deducted from the price for each of them in accordance with the applicable law provisions.



6.2. The Parties mutually undertake to fulfill all the requirements and procedures and to deliver all the documents required for the correct settlement of taxes and invoice payments, including making such withholdings and similar obligations due in accordance with the applicable regulations, following the guidelines set forth therein at any time.

6.3. Likewise, the Parties undertake to cooperate in obtaining any exemption and fiscal benefit applicable to the execution of the subject of the Contract.

6.4. Whenever, due to lack of diligence or for any other cause attributable to the Contractor, Enel should lose the opportunity to enjoy any fiscal benefit, it may discount the amount of that benefit from the agreed price, subject to accreditation by any means of evidence admitted by Law.

6.5. Where there is an agreement in force to avoid double taxation between the country of residence of the Contractor and the country of residence of Enel, and where the Contractor appeals to the application of any provision thereof, the Contractor shall provide Enel with the relevant certificate of residence attesting that the Contractor is a tax resident in its country for the purposes of the provisions of such agreement, and the assessment of the income granted by the country of residence of Enel shall be taken into account. Such certificate shall be provided together with the first invoice issued and/or upon Enel's request. If the certificate expires during the term of the Contract, the Contractor shall provide Enel with a new certificate to enable the application of the Agreement.

## **7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING**

7.1. Under no circumstances may a contractual relationship be inferred between the subcontractors and Enel. The Contractor shall always be liable for all the activities of such subcontractors, and for the fulfillment of their contractual, legal and tax obligations, as well as for any damage caused to Enel by any of its subcontractors, agents, consultants and workers.

7.2. Enel shall not be liable to any subcontractor, nor to its personnel, for any claim directly or indirectly arising in relation to the Contract, except as provided in Article 42.3 of the Law on Violation and Fines in the Social Order (LISOS) in relation to Article 24.3 of the Law on the Prevention of Occupational Risks. Therefore, the Contractor agrees and undertakes before Enel to carry out whatever is within its power to avoid the lodging and/or processing of such claims.

7.3. To this end, the Contractor shall obtain from the subcontractor and present to Enel, the explicit and written waiver by the subcontractor to the direct action regulated by Article 1597 of the Civil Code. Failure by the Contractor to obtain and submit such waiver to Enel, shall entitle Enel to terminate the Contract due to non-compliance, without prejudice to any other legal remedy available.

7.4. As a result, the Contractor shall be liable to Enel and shall hold it harmless from and against any action, whether judicial or extra-judicial, or proceedings brought against Enel by any subcontractor or assignee, or by their personnel, except as provided in Article 42.3 of the LISOS in relation to Article 24.3 of the Law on the Prevention of Occupational Risks. This indemnification shall be construed as independent and not affecting the application by the Administration or the Courts of other fines or liabilities for the same acts, according to the applicable law.

7.5. Such indemnification shall cover both the amount payable by Enel and the expenses or costs of any nature incurred by Enel in connection to such claim. In particular, in case of judicial or extra-judicial claims against Enel, either pursuant to Article 1597 of the Civil Code, or by the workers of the Contractor or its subcontractors, assignees, agents or consultants, Enel shall be entitled to retain the corresponding amount, chargeable against any amount due by Enel or charged against the financial guarantees provided by the Contractor and held by Enel, for the purpose of covering the main claim, in addition to any amount that may be reasonably budgeted for interests, expenses and costs. Any failure by the Contractor to comply with the provisions of this section shall be considered as a material breach, and shall entitle Enel to terminate the Contract due to Contractor's default, without prejudice to any other legal remedy available to Enel.

7.6. In case of assignment or subcontracting, the Contractor undertakes to obtain prior express acceptance in writing from the assignee or subcontractor of any obligation that may arise for it before Enel under any contractual, legal, labor, confidentiality and safety term, and Enel shall receive the relevant supporting documentation.

7.7. Enel may inspect at any time the works of the Contractor or of the subcontractor, as well as the fulfillment of their obligations. The Contractor and the subcontractor shall provide Enel with all the required cooperation (documents, reports, free access to their plants, workshops or facilities, etc.).

7.8. Enel reserves the right to reasonably reject any subcontractor that, during the progress of the works, it does not deem suitable.

7.9. The requirements and limitations relating to the subcontracting levels shall be governed by the provisions of the Contract and of the Spanish law.

7.10. If the subcontractor is established, provides its Services or has its facilities in a third country, the provisions of clause 16 "Processing of personal data" shall apply.

## **8. ASSIGNMENT OF RIGHTS AND RECEIVABLES**

8.1. Enel may, with the sole requirement of notifying the Contractor, assign its collection rights or payment obligations arising from the Contract to any other Enel Group company.

8.2. The Contractor may not assign its collection rights or payment obligations arising from the Contract to any other natural or legal person without the prior and express consent of Enel.

## **9. THE CONTRACTOR'S RESPONSIBILITIES**

9.1. Nothing in the Contract shall exclude or limit the liability:

- i. in case of gross negligence or willful misconduct;
- ii. in relation to any fine, penalty and damage resulting from claims for compensation by the data subject, due to a violation by the Contractor of the Regulations on Data Protection applicable to the Contractor in its quality as Data Processor;
- iii. in case violation of the intellectual property;
- iv. in case violation of the confidentiality obligations.

9.2. The Contractor shall pay all the expenses incurred by Enel (including attorneys' and representatives' fees, the provision of funds in relation thereof, certificates, licenses, taxes, expenses, guarantees or surety insurances or legal deposits required in any form whatsoever, etc.) for its legal defense against administrative proceedings, extra-judicial or preliminary claim and legal actions of any kind and nature brought against Enel, including any action brought against Enel by the workers of the Contractor or its subcontractors, assignees, and their employees, subcontractors and self-employed workers, third parties' claims or any other claim directly or indirectly arising from the performance of the Contract by the Contractor.

9.3. The obligation undertaken by the Contractor to pay the expenses for the representation and defense, shall not prejudice the choice of any professional by Enel, nor implies the prior submission to the Contractor of the methods and means of defense selected by Enel to protect its own interests.

## **10. WITHDRAWAL**

10.1. The Contractor may not withdraw from the Contract, unless otherwise provided by the Contract, according to the terms specified therein. Therefore, by way of example and not as a limitation, any divergent provision included in the Contractor's documents, regardless of its nature, including its general contract conditions, shall not apply, unless Enel has expressly accepted them in writing.

## **11. TERMINATION**

11.1. Enel may terminate the Contract according to the applicable law and/or in all the circumstances for which the Contracts permits early termination and/or if there is a cause that impedes or significantly prevents the proper performance of the contractual Services. By way of example and not as a limitation, Enel may terminate the Contract:

- in case of acts, omission, behaviors, attitudes of the Contractor which may pose a risk to Enel's reputation and reduce Enel's confidence in the Contractor's honesty and integrity as well as its reliability with regard to the performance of the contractual activities.

11.2. In the cases above, Enel may grant to the Contractor a period to remedy, of not less than 15 days. After the expiry of such period, Enel may terminate the Contract, without prejudice to its right to collect the relevant penalties, its right to require an indemnification for the damage suffered or its right to suspend any payment due to the Contractor.

## **12. THE CONTRACTOR'S WARRANTIES**

12.1. The Contractor warrants to Enel the peaceful use and the compatibility with Enel's systems of the licensed Software in order to hold Enel harmless against any claim of any nature whatsoever in relation thereto.

12.2. In case of claims, the Contractor shall replace the Software with another providing sufficient guarantees in relation to its use.

## **13. ECONOMIC GUARANTEE**

13.1. If required by Enel, the Contractor shall establish, before the payment by Enel of the first invoice, an economic guarantee available to Enel through the delivery of a first-demand bank guarantee (according to the form specified in Attachment A), subject to the Spanish law, payable in Spain, issued by a Spanish Bank of recognized creditworthiness or by the Spanish branch of the relevant entity if it is foreign, for a minimum amount

of 10 % of the total amount of the Contract and of its amendments, extensions and works with direct labor price, to fulfill its obligations, including, without limitation:

- The performance of all the Contractor's obligations under the Contract, including the applicable penalties and indemnifications, and the repayments and refunds of any type due by the Contractor to Enel arising from the Contract or the law.
- The fines, penalties or other money whose payment to Enel is imposed or may be imposed by administrative or legal proceedings due to any act or omission by the Contractor or its subcontractors, including, without limitation, the total amount of any joint or several legal liability incurred or which may be incurred by Enel as a result of the breach by the Contract of its salary, Social Security and/or tax obligations, or of those on safety and occupational risks prevention.
- Claims by third parties against Enel due to any action of the Contractor, including any claim by its employees, agents, consultants and subcontractors.
- Legal expenses incurred or which may be incurred by Enel according to the provisions of article 9 of these General Conditions..

13.2. The guarantee established by the Contractor shall not expire before thirty (30) calendar days from the expiration date of the Warranty Period or from the Final Acceptance or from the full completion of the execution of the Contract, whichever comes later. If not enforced, the guarantee shall be returned to the Contractor after completion by Enel of the relevant inspections.

13.3. If the Contractor does not provide the guarantee within the specified deadlines, and without prejudice to any other available remedy, Enel may terminate the Contract or suspend its execution until a guarantee accepted by Enel shall not be provided, or Enel may accept equivalent guarantees offered by the Contractor in accordance with law.

#### **14. INTELLECTUAL PROPERTY**

14.1. The Contractor shall guarantee Enel that the use of the Software and of the Services does not violate any third-party intellectual property right. The Contractor, at its own expense, shall defend Enel from any claim or demand brought against Enel, and undertakes to indemnify Enel from any loss, damage, liability, fee, cost or expense suffered or incurred (including, without limitation, professional and attorneys' fees reasonably incurred), whether judicial or extrajudicial, ("Claim"), arising from the use of the Software and/or the Services (in the form provided by the Contractor to Enel) which infringe third parties intellectual property rights, provided that Enel:

- properly notifies the Claim to the Contractor;
- grants the Contractor the exclusive control to defend and make the relevant agreements in relation to the Claim, (except if (i) the agreements reasonably requires an obligation or entails any type of liability by Enel, in which case the Contractor shall require Enel's prior written approval, and (ii) the Contractor and Enel agree the joint defense of the Claim); and
- provides reasonable support upon Contractor's request, at the Contractor's costs and expenses, in relation to the management, advice, defense and settlement of the Claim.

14.2. Where as a result of the performance of the Services the licensed Software or the Services provided should be subject to developments, these, without prejudice to the copyright to which the Contractor is legally entitled to, shall be granted worldwide, for free and perpetually to the Enel Group company contracting and/or receiving the Services, both for internal use or to the benefit of any other company of the Group.

#### **15. CONFIDENTIALITY**

15.1. Any information made available by the Parties (orally, in writing, electronically or by any other means) for the purposes and/or throughout the term of the Contract, as well as any document, information, know-how (regardless of how they were gathered, collected or processed in relation with the Contract) may only be used within the framework of the performance of the Contract and shall be considered as confidential.

15.2. The publication or disclosure without the prior written consent of the other Party shall not be allowed, except if the receiving Party is legally required to do so, upon request of a Public Authority or where a refusal would be illegal.

15.3. The Parties shall ensure that the confidential information are not disclosed during the term of the Contract and for five (5) years after its termination or expiration, except where it is necessary for the performance of the Contract or if required by the law or by a Public Authority.

15.4. The breach of confidentiality shall entitle each of the Parties to terminate the Contract, in addition to take legal actions to obtain a compensation for the damages suffered.



## 16. PROCESSING OF PERSONAL DATA

### 16.1 Legal privacy notice in relation to the personal data processed by the Parties for the fulfillment of the purpose of the Contract.

16.1.1 For all the definitions relating to personal data, reference is made to the terms and definitions set out in the (EU) Regulation 2016/679 (hereinafter the "GDPR") as well as to any other applicable regulation.

16.1.2 The Parties have been informed that all personal data are mutually collected during the assignment of the Contract, and are processed for its management and performance, or to comply with the applicable regulations. Personal data shall be collected and used using automated means and/or in paper form, they shall be kept throughout the term of the Contract and, after its termination, for a period not exceeding the periods set out by the applicable law.

16.1.3 In this regard, it should be noted that:

- The Data Controller is the Enel Group Customer Company<sup>1</sup> in the person of its *pro tempore* legal representative (hereinafter, "Enel");
- The data subject is the natural person taking part to the award procedure, whose personal data are processed for the purposes of the stipulation, management and execution of the Contract (hereinafter, "the Data Subject");
- The personal data processed may be disclosed to third parties, including to companies under the control and management of Enel S.p.A. or its related companies, or to other third parties. The Data Controller may appoint third parties as Data Processors;
- Data Subjects are entitled to exercise the rights set out in the Sections 15-21 of the GDPR (right to access the personal data collected, to request their rectification, portability or erasure, to request the restriction of the processing of his/her data or to object to their processing), where applicable, by contacting the Data Controller.
- Data Subjects may lodge complaints to the Spanish Data Protection Agency, C/ Jorge Juan, 6, 28001-Madrid, [www.aepd.es](http://www.aepd.es);
- The Data Controller has appointed the Data Protection Officer (DPO) in accordance with Section 37 of the GDPR, whose contact details are shown on the Data Controller's website.

### 16.2 Appointment of the Contractor as the Data Processor

16.2.1 By signing the Contract, and throughout its term, the Customer Company of the Enel Group, in its quality as Data Controller, appoints the Contractor, which accepts such appointment, as Data Processor, in accordance with and for the purposes set out in Section 28 of the GDPR.

16.2.2 If the Contractor is a Temporary Association of Enterprises (TAE) or a Consortium, the companies belonging to such TAE or Consortium shall be considered as the Data Processor.

16.2.3 The Contractor undertakes to carry out the processing of the personal data according to the obligations set out in the GDPR and to the instructions given by Enel, and that it shall comply with the obligations set out by the GDPR and with the above mentioned instructions.

16.2.4 The Parties agree that Enel is entitled to unilaterally terminate the Contract if the Contractor fails to comply with the obligations set out in this paragraph.

### 16.3 Obligations and instructions

16.3.1 The Contractor, on the basis of its declared experience, capability and reliability, offered a suitable guarantee of compliance with the applicable laws on data processing and with the GDPR. Its tasks and responsibilities include the following:

- a) The Contractor shall only process the personal data in compliance with the instructions given by Enel, as laid down in Attachment 1 of the GDPR, specifying the nature of data processed and the categories of Data Subjects;
- b) The Contractor shall appoint the Persons Authorized ("Authorized Persons") to carry out its data processing operations in electronic or paper form, including their simple consultation;
- c) The Contractor shall ensure that all Authorized Persons comply with the obligations set out by the GDPR and with Enel's instructions, and that they keep the integrity and confidentiality of the personal data during the performance of the Contract and that they do not disclose them to third parties, except in case of explicit approval by Enel and for the cases specifically set out by law. Enel reserves the right to request to the Contractor the list of the Persons Authorized to process the data in order to comply with the obligations laid down by the GDPR or with other legal provisions or due to national security or public interest purposes;
- d) The Contractor shall implement all security measures provided for by Section 32 of the GDPR, as well as any other preventive measure resulting from experience and suitable to prevent unauthorized data processing non-compliant with the purposes of the processing; the Contractor shall also provide appropriate cooperation in the implementation of such measures, in the notification and communication of personal data breaches and with regard to the data protection impact assessment, upon Enel's request;

<sup>1</sup> Company of the Enel Group which executes the Contract or the company for and of behalf of which the Contract is executed.

- e) Upon Enel's explicit request, the Contractor shall provide a list of the countries and of the data centers where the personal data are processed on behalf of Enel;
- f) The Contractor may only transfer the personal data to a third country or an international organization outside the European Union in the cases referred to and under the conditions laid down in the GDPR, unless otherwise provided for by the EU or national laws applicable to the Contractor; In this case, the Contractor undertakes to promptly inform Enel of this conflicting legal obligation, except if the Contractor is prevented from disclosing such information by important national security or public interest reasons;
- g) Considering the nature of the processing, the Contractor undertakes to support Enel in the implementation of its technical and organizational measures, to the extent possible, in order to fulfill Enel's obligation to reply to the requests for the exercise of the rights of the Data Subject;
- h) The Contractor shall support Enel in ensuring the fulfillment of the obligations set out in Sections from 32 to 36 of the GDPR, considering the nature of the processing and its role as Data Processor;
- i) Upon Enel's request, the Contractor shall erase and/or return all the personal data after the completion of the processing services and destroy the existing copies, except if data retention is set out by the EU or EU Member States laws; the Contractor shall provide Enel with evidence of the erasure;
- j) If the Contractor has appointed a Data Protection Officer, pursuant to section 37 of the GDPR, it shall be notified to the Enel's Representative for Data Protection;
- k) The Contractor shall made available to Enel all the information required to certify the fulfillment of the requirements set out by the GDPR, supporting the activities of review, including inspections, carried out by Enel or by another entity appointed by Enel;
- l) In case of personal data breach, whether actual or alleged, the Contractor shall inform Enel thereof without undue delay;
- m) The Contractor shall cooperate with Enel, providing any information required to fulfill Enel's obligations set out by Sections 33 and 34 of the GDPR free of charge, including its valid and up-to-date certifications;
- n) Pursuant to Section 30 of the GDPR, the Contractor shall keep a record of the processing activities carried out on behalf of Enel.

16.3.2 The Contractor may not process personal data for purposes other than the performance of the Contract. In particular, if not required for the performance of the Contract, the Contractor may not carry out , by way of example and not as a limitation, massive extractions of personal data, including by RPA - Robotic Process Automation - (or "automatons"), unless such actions have previously been approved by the Enel.

#### **16.4 Indemnification and Liability**

16.4.1 Pursuant to Section 82 of the GDPR the Contractor shall be liable for damages resulting from the processing if the Contractor does not comply with the duties and obligations mentioned above, or if the Contractor fails to comply with Enel's instructions.

16.4.2 The Contractor shall be fully liable to Enel as regards the performance of the obligations, as well as its interested parties, if any Data Processor appointed by the Contractor to carry out the data processing under the Contract does not fulfill its obligations arising from the GDPR or from the Contractor's instructions.

16.4.3 Where Enel should suffer any damage as a result of the behavior of the Contractor, or of one of its Data Processor, Enel reserves the right to claim for an additional compensation, equal to 300 % of the Contract value.

16.4.5 Neither Enel nor the Contractor shall be liable if they can prove that the damage event is not attributable to them.

#### **16.5 Term**

The afore mentioned Contractor's appointment as Data Processor shall automatically terminate upon expiry of the contractual relationship or upon termination of the Contract for whatsoever reason, notwithstanding the obligation to comply with all the provisions of the previous paragraph on processing activities in progress, including for the performance of contractual provisions.

#### **16.6 Other Data Processors (or Data Sub-Processors)**

16.6.1 If, for specific processing activities, the Contractor wishes to rely on external Data Processor for the performance of the Contract, they shall be appointed as Data Sub-processors, pursuant to Section 28 paragraph 4 of the GDPR (hereinafter either "**Other Processors**" or "**Sub-Processors**"). The Sub-Processors shall comply with the same obligations arising for the Data Processor from the Contract. In particular, and pursuant to points b) and c) of paragraph 16.3 "Obligations and instructions", each Sub-Processor shall appoint any resource employed in the processing "Persons Authorized" to data processing.

16.6.2 By signing the Contract, the Sub-Processors shall be authorized (Attachment 2, GDPR) to process the personal data. If the Contractor, due to documented and reasonable causes, wishes to entrust services to other Sub-Processors, different from those specified in the detailed list of Attachment 5 of the GDPR, the Contractor shall require the prior approval of Enel for such appointment. Enel reserves the right to provide a general approval valid throughout the term of the Contract, to allow all the Sub-Processors to process its personal data, or a specific approval according to the nature of the service and of the obligations provided for by Section 28 of the GDPR.

16.6.3 The Contractor represents that the Sub-Processors shall process the personal data in EU Member States or in countries ensuring a suitable protection of personal data pursuant to the GDPR. The Contractor undertakes





to provide the details of the Data Centers, including their location (region and city) where its Sub-Processors shall process the personal data.

16.6.4 In case of Sub-Processors, subject to US regulations, processing the data in the United States, the Contractor shall ensure the validity of the Privacy Shield certificates or of other certificates required by the European Commission's Adequacy Decisions on US laws.

16.6.5 If a Sub-Processor belongs to a Contractor's multinational group, and the Contractor has adopted binding corporate rules pursuant to Section 47 of the GDPR, such rules only constitute a suitable guarantee in relation to the relevant Sub-Processor.

16.6.6 If the Sub-Processors wish to process the personal data in unsuitable countries, as defined in the GDPR, the Contractor undertakes to ensure that the Sub-Processor signs the general contract terms specified in the European Commission's decision, applicable upon execution of this Contract. To this purpose, Enel confers on the Contractor, as Data Processor located in the European Union, a specific power of attorney, in order to sign the relevant General Contract Terms.

#### **16.7 System Administrators**

16.7.1 Since the personnel of the Contractor and/or of its Sub-Processors, where authorized, may carry out tasks linked to those of a "system administrator" according to the applicable laws, the Contractor undertakes to provide, upon Enel's request, the list of its employees and/or of its Sub-Processor's employees, authorized to act as "system administrators", as well as the list of any person who may potentially operate on personal data relating to Enel (Sub-Processor's System Administrators).

16.7.2 The Contractor also undertakes to keep log in, log out and log in attempt registers related to its System Administrators and its Sub-Processor's System Administrators and to keep such information for six months, in order to submit it to Enel.

#### **16.8 Processing of personal data of representatives and professionals.**

16.8.1 The Parties mutually acknowledge that the personal data specified in the Contract shall be processed by each party as data controller, in order to manage the Contract. In this regard, the Parties undertake to strictly comply with all the legal provisions, regardless of their status, on personal data protection.

16.8.2 The representatives and professionals of the Parties may exercise their rights to access, rectification, objection, erasure, restriction of processing and data portability, according to the cases and within the scope specified by the regulations applicable from time to time, by contacting the address specified in the heading of the Contract for each of the Parties.

#### **16.9 Processing of personal data of the workers of the Supplier/Contractor providing services or works to Enel**

16.9.1 Any personal data provided by the Contractor to Enel to allow the performance of the contractual services, shall be legally construed as a notice or a data transfer, and only the data strictly required to perform such services shall be provided and such data shall only be used to ensure the fulfillment of the purpose of the Contract. In this regard, Enel shall strictly comply with all the legal provisions, regardless of their status, on personal data protection.

16.9.2 Enel undertakes to erase all the personal data provided by the Contractor after the completion of the contractual services.

### **17. VENDOR RATING**

17.1. Enel has set up a Vendor Rating System in order to assess and constantly monitor the performances of its Contractors.

17.2. The Vendor Rating shall be applied to all the companies that work with Enel .

17.3. If Enel decides to assess a Contractor, the assessment could be based on indicators that express the level of quality offered, the compliance with the delivery times, the conformity with the applicable environmental and safety laws, the upholding of the principles of social responsibility. These indicators are then combined to produce a Vendor Rating Indicator (VRI).

17.4. Enel may assess the Contractor from the procurement to the performance stage of the Contract, basing its evaluation on information collected through Enel digital tools.

17.5. In case of unsatisfactory performance, Enel may require the Contractor to submit recovery plans - whose contents and terms shall be agreed upon - or take the actions that Enel considers appropriate at its earliest convenience. In the event of excellent performance, Enel may evaluate to implement incentive actions.



## 18. CODE OF ETHICS

### 18.1. General details

18.1.1 The Enel Group in the conduct of its business and in the management of relationships makes reference to the principles included in its Code of Ethics, in the Zero Tolerance Anti-Corruption Plan, in the Human Rights Policy.

18.1.2 The Contractor in the conduct of its business and in the management of the relationships with third parties shall make reference to the same principles.

18.1.3 The Contractor represents to acknowledge the commitments undertaken by Enel in its Code of Ethics and to undertake to comply with the legal obligations on: the protection of child and women labor; equal treatment; non-discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and security; safety and hygiene conditions; as well as to comply with the applicable statutory, contribution, insurance, tax laws in relation to workers employed at any title in the performance of the Contract. It is understood that International Labor Organization conventions, or, if more restrictive, the applicable law of the country where the activities are carried out, shall apply.

18.1.4 In this context, Enel reserves the right to carry out any control and monitoring activities aimed at verifying the fulfillment of the above mentioned obligations both by the Contractor and its subcontractors, as well as the right to terminate the Contract with immediate effect in case of confirmed breach of such obligations.

18.1.5 Enel accedes to the Global Compact and, according to its ten principles, is committed to prevent any form of corruption. Therefore, Enel prohibits any promise, offer or request for unlawful payments, whether in cash or in other utilities, aimed at obtaining an advantage in the relationships with its stakeholders and this shall apply to all of its employees. The Contractor declares to acknowledge the commitments assumed by Enel and undertakes to refrain from making promises, offers or requests for unlawful payments during the performance of the Contract in the interest of Enel and/or for the benefit of its employees

18.1.6 In case of breach of one of these obligations, Enel reserves the right to terminate the Contract and to request compensation for damages from the Contractor.

### 18.2. Conflict of interests.

18.3.1 During the performance of the Contract, the Contractor undertakes to act in the exclusive interest of Enel, ensuring that its action do not lead to any situation which may create a conflict of interests in relation to the activities to be carried out

18.3.2 Throughout the term of the Contract, the Contractor undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is considered as liable to create a conflict of interests - notwithstanding Enel's right to terminate the Contract - the Contractor undertakes to promptly inform Enel in writing and to follow its reasonable instructions, which shall be given after consultation and assessment of the requirements pointed out by the Contractor.

The Contractor (if it is a natural person) accepting the Contract, declares:

1. That he/she does not hold any Senior Management office (director, senior manager with strategic duties) within the Enel Group companies, nor he/she is an employee or an auditor of the Enel Group Companies.
2. That none of his/her family members, relatives within the second degree, spouse not legally separated, cohabitant, spouse or children of his/her partner, bound to him/her by a blood tie or a relationship, are employed in one of the Enel Group companies;
3. That the Contractor as well as his/her family members (spouse not legally separated or first-degree relatives) did not hold nor are currently holding, in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concession, control activities, etc.).

18.3.4 The Contractor (if it is a legal person<sup>2</sup>), by accepting the Contract, declares that as a result of the knowledge of its company structure, none of the persons belonging its governance, management or supervisory bodies (including trusts):

- a. Is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key roles in the Enel Group companies, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of the aforementioned members.
- b. Is an employee of an Enel Group company, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of such employee.

<sup>2</sup> Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

- c. Held or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concession, control activities, etc.).

The Contractor, whether it is a natural or legal person, undertakes to inform Enel of any change occurred to the information declared before the signature of the Contract, when or after he/she holds the active status of Contractor.

**18.3. Integrity clause.**

18.3.1 By signing the Contract, the Contractor declares:

- a. to be aware of the commitments undertaken towards Enel S.p.A. and the companies directly or indirectly controlled by Enel (hereinafter "Enel"), specified in the Code of Ethics, the Zero Tolerance Anti-Corruption Plan and in the Human Rights Policy, and to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
- b. that he/she is not subject to any criminal proceeding in relation to tax crimes, crimes against the Public Administration, crimes against property, crimes against the personal freedom or the public order, or environmental crimes;
- c. that he/she is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the Public Administration, crimes against property, crimes against the personal freedom or the public order, or environmental crimes;
- d. to be aware and to authorize, for the purposes of assessing his/her professional conduct according to letters b) and c), that Enel may independently collect more information, at any time, considering the necessary existence of duties of loyalty for the Contractor.

18.3.2 The Contractor undertakes to promptly inform and to provide all the relevant documents to Enel:

- if he/she becomes aware of any criminal proceedings against the Contractor, referred to in letter b) above;
- if he/she becomes aware of any criminal investigation against the Contractor, referred to in letter c) above.

18.3.3 Enel reserves the right to examine, at its discretion, the aforementioned information, in order to assess the professional conduct of the Contractor.

**18.4. Company Health and Safety Clause**

18.4.1 In Enel, protecting the health and safety as well as the psychological and physical integrity of people, is not only a legal obligation but also a moral responsibility towards its employees and contractors.

18.4.2 The aim of Enel is to achieve a "Zero Accident" workplace. In Enel, no work that might compromise safety can be performed. For this reason, as set out in the Stop Work Policy, any risk situation or unsafe behavior shall require the suspension of the works and the restoration of safety conditions.

18.4.3 Enel constantly and diligently strives to consolidate the culture of health and safety, by promoting a closer focus on and awareness of the risks and by encouraging Enel's employees and contractors to adopt a responsible behavior.

18.4.4 The Declaration of our commitment to health and safety and the Stop Work policy are available at: <http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>.

18.4.5 The Contractor, in the performance of the business activities, shall comply with these principles.

**18.5. Contractor's Code of Ethics**

18.5.1 Alternatively, should the Contractor have its own Code of Ethics and its own anti-corruption and Human Rights policies, Enel may acknowledge such documents, at its sole discretion, as long as according to the Contractor they refer to principles deemed similar to those established in the same documents of Enel.

## **19. GLOBAL COMPACT**

19.1. The Contractor undertakes to accede to and fully comply with the principles of the Global Compact, ensuring that all the activities carried out by its personnel, or by the personnel of its subcontractors, are in line with the regulations set forth above. The Principles of the Global Compact include:

### a) HUMAN RIGHTS

One: Businesses should support and respect the protection of internationally proclaimed human rights within the framework of their sphere of influence.

Two: Businesses should make sure that they are not, directly or indirectly, complicit in human rights abuses.

### b) LABOR

Three: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

Four: Businesses should uphold the elimination of all forms of forced and compulsory labor.

Five: Businesses should uphold the effective abolition of child labor.

Six: Businesses should uphold the elimination of discrimination in respect of employment and education.

### c) ENVIRONMENT

Seven: Businesses should support a precautionary approach in their business to prevent environmental damages.

Eight: Businesses should undertake initiatives to promote greater environmental responsibility.

Nine: Businesses should encourage the development and diffusion of environmentally friendly technologies.

### d) ANTI-CORRUPTION

Ten: Businesses should work against corruption in all its forms, including extortion and bribery.

19.2. The Contractor undertakes to comply with all the applicable laws and the above mentioned principles, and to inform Enel of any situation which may prevent the compliance with such principles, as well as of the plan to remedy these situations.

19.3. Throughout the term of the Contract, the Contractor undertakes to allow Enel to verify the degree of compliance with the provisions of this article. Enel shall be entitled to terminate the Contract, for causes attributable to the Contractor, whenever Enel becomes reasonably aware that the Contractor or its subcontractors violated one of the aforementioned principles.

## **20. GOVERNING LAW**

20.1 The Contract and all the matters arising from the Parties in relation or in connection therewith, shall be governed and construed in accordance with the Spanish law, to which the Contractor and Enel expressly submit.

## **21. JURISDICTION AND DISPUTE RESOLUTION**

21.1. The Parties, waiving their own jurisdiction, expressly submit to the jurisdiction of the Courts of Madrid (Capital) for the resolution of any dispute, issue or litigation arising in the construction, execution and performance of the Contract, and that may not be amicably resolved between Enel and the Contractor.

## **22. LICENSE TO USE**

22.1. Unless otherwise specified in the Contract, the Contractor shall provide Enel with:

- A non-exclusive license to use the Software products and the relevant documentation specified in the license, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the Enel Group; in case of perpetual licenses, the right to use the Software shall be valid, in accordance with the terms set out in the Contract, without time limitation, including after its expiration or termination.
- The Software products covered by the Contract may be installed and used in all the (existing and future) companies of the Enel Group and in the offices or places of interest of the Enel Group, wherever they are located. It is understood that Enel shall be liable to the Contractor for any breach of the license terms by any company of the Enel Group;
- Enel may, with prior notification to the Contractor, assign possession of the license to use the contractual Software products to the companies of the Enel Group, including where a company leaves, in full or in part, the Enel Group. It is understood that this company shall accept the same license terms as those set out in the Contract and that Enel shall be entitled to continue to provide services based on the Software products to such company without additional costs;

- Unless otherwise provided by the Contract, Enel may install and use the Software products in any place of interest for Enel;
- The Software products may also be used and installed in “Infrastructure as a Service” (IaaS) or “Platform as a Service” (PaaS) environments made available by third-party contractors selected by Enel;
- Enel may allow its third-party contractors to use the license, only within the limits and for purposes related to activities considered as instrumental for Enel Group’s business.

### **23. CLOUD SERVICES**

23.1. The Cloud Services covered by the Contract may be used by the companies, existing or future, belonging to the Enel Group.

23.2. Enel may grant the access to and the use of the contractual Cloud Services throughout the term applicable to the companies of the Enel Group; the companies leaving the Enel Group, in full or in part, may also be entitled to this right, by sending a prior notice to the Contractor.

23.3. Furthermore, Enel may grant the use of these Cloud Services to third-party contractors of the Enel Group Companies, only within the limits and for the purposes related to activities considered as instrumental for Enel Group’s business. Any other use of the services shall not be allowed without the prior agreement between the Parties.

23.4. The data processed in the Cloud Services may only be stored/retained in the data centers authorized by Enel and located in the European Union.

23.5. Upon Enel prior explicit consent, the data and/or contents introduced by Enel in the Cloud Services and stored in suitable media within the Contractor’s systems, may be only stored and/or exchanged in and/or through data centers located in the European Union.

23.6. The Contractor shall not reduce its global safety measures for the Cloud Services throughout the term of the Contract and such measures shall always be compliant and updated with article 32 of the GDPR.

23.7. The Contractor shall not substantially reduce the functionality originally included in the scope of the Contract.

23.8. All the logs created or retained by the Contractor under any form in relation with the performance of the Contract shall be subject to the following provisions:

- all the logs collected to comply with the legal and/or statutory requirements, or to comply with judicial orders, shall be only retained for the minimum period required by the relevant provisions and shall be made available to Enel upon request;
- the Contractor shall only retain any log which should not be retained to comply with law, but whose storage is set out in the Contract and/or its attachments, for the period specified in the Contract, and shall make them available to Enel upon request;
- any log which should not be retained to comply with law, nor according to the Contract or and/or its attachments, but considered useful or required by the Contractor to perform its Services, may only be retained with Enel’s consent; the Contractor shall only retain the logs for the time strictly required for the purposes in relation to which they were collected. The logs shall be made available to Enel, upon Enel’s request.

### **24. CONTRACTOR’S OBLIGATIONS FOR CLOUD SERVICES**

24.1. Within the framework of the performance of the Cloud Services, the Contractor shall:

- Provide information about the location of the data;
- Guarantee the availability of the service;
- Implement measures, in case of resource sharing, to prevent any third party access to Enel’s information, ensuring the confidentiality of the data.

### **25. ENEL’S RIGHTS OF AUDIT**

25.1. The Contractor shall provide Enel with a copy of its certificate of conformity related to its Cloud Services, including SOC 1 type II and SOC2 type 2 reports.

25.2. If, for any reason, Enel requires such certificates to cover dates for which no reports have been prepared yet, the Contractor shall submit a “Bridge Letter” ensuring the suitability of its internal controls for the contractual Cloud Services during the period between the last valid issue of the SOC1 and SOC2 reports and the date for which Enel requires the reports.



## 26. SUSPENSION BY THE CONTRACTOR

26.1. The Contractor may not suspend the contractual Services, unless otherwise provided in the Contract or except if valid grounds considered as reasonable by Enel exist, which shall be notified to Enel at least 15 working days in advance.

26.2. In addition to the provisions of the paragraph above, the Cloud Services may only be suspended in case of emergency posing proven and reasonable risks to the security of the Cloud Services, including : i) the use of the Services by Enel in a way that is non-compliant with the contractual provisions and that may discontinue the Cloud Services or jeopardize the infrastructure used to provide the Services and ii) the unauthorized access by third parties to the Services. In any case, the Cloud Services shall be suspended in order to minimize any discontinuation of the Services provided to Enel.

26.3. After the suspension, the Contractor shall submit a report explaining in details the causes of the suspension and specifying the corrective measures implemented to resolve the problem.

## 27. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

### 27.1. General aspects

27.1.1 The Contractor undertakes to properly and fully comply with the applicable labor, legal or conventional and occupational health & safety regulations, in accordance with the Contract and the applicable law.

27.1.2 Throughout the term of the Contract, the Contractor shall:

- employ personnel holding suitable qualifications and certifications for the activities to be carried out, according to the national regulations and with Enel's procedures;
- provide its Services in full compliance with the Contract, as well as with the relevant legal, statutory and technical provisions established by the competent Authorities and applicable from time to time throughout the term of the Contract, and with any additional provision applicable to the Contract. The Contractor shall be directly liable for these obligations and the relevant costs;
- employ personnel meeting the requirements set out by the applicable law, paying the remuneration due to its employees as well as all the taxes and insurances legally required, pensions and social security contributions, in accordance with the collective labor agreements.

27.1.3 Failure to comply with the obligations above by the Contractor shall entitle Enel to terminate the Contract with immediate effect.

### 27.2. Occupational health and safety

#### 27.2.1 Regulatory compliance

The Contractor shall comply with the regulations on the prevention of occupational risks as well as with any other applicable legal regulation or standard including provisions on the implementation of preventive measures in the workplace or which may entail such provisions in this framework.

#### 27.2.2 Work organization

The Contractor shall be liable for the organization of work and of the safety required for the performance of the services, and the Contractor shall appoint an organization manager, of proven competence, in charge of the direction, monitoring and coordination with the other managers of Enel's contractors, where applicable, and in any case with the personnel of Enel in charge of managing work organization and safety.

#### 27.2.3 Preventive organization

The Contractor shall arrange the methods of preventive organization, including the preventive services, preventive measures and the health care required by the legal provisions and the Technical Specifications, as well as the coordination of the activities and the recommendation of caution according to the risks posed by the work, in order to prevent occupational accidents.

#### 27.2.4 The Contractor's personnel

27.2.4.1 The Contractor shall ensure the safety and security of its workers in relation to all the aspects of the work. To this purpose and under its sole responsibility, the Contractor shall implement the required measures on risk assessment, preventive planning, training and information on risks, actions to be taken in case of emergency or serious and imminent risk and on the protection of the safety of its personnel as well as any other measure required.

27.2.4.2 Where the contracted works are to be carried out at the premises of Enel's customer, the Contractor shall provide Enel with documentary evidence of the compliance with the obligations arising from the applicable law in relation to the coordination of the business activities with Enel's customer. This requirement shall not apply if the works of the Contractor are carried out at the home address of Enel's customer.

#### 27.2.5 Accidents and risk reporting

27.2.5.1 Whenever an accident occurs during its activities, including if there are no casualties, the Contractor shall immediately report such accident to Enel's Contract representative, filling out the accident

statement form provided by Enel or, if no form have been provided, its own model. Furthermore, the Contractor shall carry out a complementary investigation and shall provide Enel, within seventy-two (72) hours, with the relevant report, specifying the root cause of the incident and the preventive measures implemented.

- 27.2.5.2 In the event that Enel opens an investigation on the causes of an accident, the Contractor shall provide the utmost cooperation, quickly and diligently providing all the data and documents required.
- 27.2.5.3 Any remark relating to Occupational Accident Prevention made by Enel's representative on the works or the equipment shall be promptly complied with by the personnel receiving such instructions, and where such remark is due to the non-compliance with standards or provisions already set out, this may result to a penalty for the Contractor, which shall be proportionate to the importance of the misconduct. This is without prejudice to the actions that the Contractor, in the exercise of its disciplinary authority, may adopt in relation to its workers, and to the resulting penalties or liabilities which may be applied by the Administration or the Courts according to the applicable law.
- 27.2.5.4 In order to constantly improve working and safety conditions, the Contractor's personnel employed in the contracted works shall report any recommendation they may consider useful to their superiors. Such recommendations shall be reported, through the communication procedure established from time to time, to Enel's Contract Representative. Any action to be taken as a result of this information shall be decided by the Contractor's Representative and where required shall be submitted to the approval of Enel's Contract Representative.

**27.3. Labor law and occupational health and safety information and documents to be provided to Enel by the Contractor**

27.3.1 Enel shall request to the Contractor the information and documents it deems necessary to ensure the proper fulfillment by the Contractor of those legal obligations in relation to which Enel may incur in any liability. The list of the documents generally required by Enel, detailed below, is not exhaustive and may be unilaterally modified by Enel in case of any amendment in the legislation or in Enel's policies related thereto, the only requirement being the notice to the Contractor one (1) month before its efficacy.

27.3.2 Enel, taking into account the type of activity or risk associated with the contractual service, may agree that the documents to be provided by the Contractor exclude any of those specified in this section or that it may focus on specific aspects.

27.3.3 On the contrary, in certain cases where the type of service provided by the Contractor may be considered more dangerous or when specific legislation exists, Enel may require the Contractor to provide other documents in addition to those set out in the following subsections.

27.3.4 If the Contractor has recently provided some documents or information within another tender or contract in force with Enel, and such documents are applicable and comply with the requirements of the new tender or Contract, the Contractor shall not provide it again, although the Contractor shall specify the reference of the relevant previous tender or Contract.

27.3.5 Failure by the Contractor to comply with its obligation to deliver in the form and within the terms set out the documents specified in this section shall constitute just cause for the termination of the Contract by Enel, notwithstanding any claim for damages due to Enel.

**27.3.6 Of general nature (also applies to self-employed workers with employees).**

**A. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR BEFORE THE SIGNATURE OF THE CONTRACT:**

1. Authorization by the Contractor to Enel to obtain the certification of settlement of Social Security contributions, issued by the Social Security Revenue Office (art. 42 of the Workers' Statute), for a minimum period equivalent to the term of the Contract.
2. Liability insurance with the cover required by Enel, and receipt confirming the payment of the relevant premium.
3. Tax Authority certificate confirming the payment by the Contractor of the taxes (art. 43.1, f of the General Tax Law).
4. Appointment of the Contractor's contact person with Enel.

**B. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR BEFORE THE START OF THE EXECUTION OF THE CONTRACT:**

1. List of the workers in charge of executing the Contract, specifying for each of them: first and last name, Tax ID number, Social Security registration number, place/center of employment, professional category or job position, where applicable, if the worker is exposed particular hazards. This document shall be updated whenever a worker in charge of executing the Contract is hired or dismissed.
2. Authorization by the Contractor to Enel before the Social Security Revenue Office for the verification of the membership or registration with the Social Security of any worker employed by the Contractor for the realization of the works or services corresponding to the activity of Enel or which are

employed on an ongoing basis at Enel's facilities for a minimum period equivalent to the term of the Contract.

3. ITA report (report issued by the Social Security Revenue Office on workers registered with a contribution code). Whenever, after the start of the execution of the Contract, new employees are hired (whether or not they are hired for the first time), the Contractor shall provide a new and updated ITA Report. In case of new hiring, alternatively to the ITA report, the Contractor, at its discretion, may provide a document certifying the registration of each worker with the General Social Security System, form TA-2.

These documents shall be updated whenever a worker in charge of executing the Contract is hired or dismissed.

4. Specific Prevention Plan for the contracted work or service including at least: general and specific risks, assessment of occupational risks, collective and individual protection measures, preventive planning of the work to be performed, work procedures and designation of the Prevention Manager by the Contractor. This document shall also include, when applicable, the designation of: prevention officer(s), authorized-qualified employee(s), scaffolding supervisor, load handling operations manager and lifeline supervisor. It shall also include the authorization to use the work equipment (machineries and tools) and any other designation to be made by the Contractor according to law or to the specific terms of the Contract.

Under no circumstances the execution of the Contract may be started before Enel and the Contractor hold the business activities coordination meeting (art. 24 of the Law on Prevention of Occupational Risks) and the relevant minutes have been signed by both companies.

5. Affidavit of the Contractor to declare and guarantee that:
  - it has in its possession a valid medical capability certificate for the specific work to be carried out by all the workers in charge of executing the Contract,
  - it has in its possession the receipt of acknowledgment of all the workers in charge of executing the Contract, confirming that they have been informed about the occupational risks of Enel's facility where they will perform their activity, as well as about the risks and the prevention measures relating to their workstation,
  - all the workers in charge of executing the Contract received the specific theoretical and practical training on the work they will perform and that they have individual certificates with a confirmation thereof, with the validity set out from time to time by the law and updatable at least every three (3) years,
  - it has in its possession the acknowledgment of receipt by each worker in charge of executing the Contract confirming that they received the personal protective equipment, in accordance with the provisions of the specific Prevention Plan,
  - all the workers in charge of executing the Contract received the required information on occupational risk prevention, as provided by art. 19 of the Law on Prevention of Occupational Risks and by the Royal Decree 39/1997 of January 17<sup>th</sup> and that they have the individual certification in confirmation thereof,
  - the working and collective protective equipment to be used in the execution of the Contract comply with the minimum safety and health requirements for their use according to the provisions of the Royal Decree 1215/1997 of July 18<sup>th</sup>, or that they have the relevant CE mark declaration of conformity.

The Contractor shall duly maintain the supporting documentation of all the points specified in the Affidavit in the personal file of each of its workers; this may be subject to Enel's inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to Enel within forty-eight (48) hours.

**C. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING THE EXECUTION OF THE CONTRACT:**

1. On a quarterly basis, an Affidavit that the Contractor has settled any salary obligation toward the worker in charge of executing the Contract. The Contractor guarantees the performance of this obligation, as well as that it has the relevant supporting documents; this may be subject to Enel's inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to Enel within forty-eight (48) hours.
2. On a quarterly basis, Social Security Contribution List, form TC1, payment of the contributions to all the workers in charge of executing the Contract; as well as the proof of payment.
3. On a quarterly basis, Social Security Contribution List, form TC2, nominal list of workers.
4. On a yearly basis, Tax Authority Certificate confirming the payment by the Contractor of the taxes (art. 43.1, f of the General Tax Law).
5. According to the frequency of the obligation to pay the premium, a receipt confirming the payment of the Liability insurance.

**27.4. Subcontracting**

27.4.1 Authorization to subcontract.

27.4.2 The prior explicit and written authorization by Enel is an essential requirement for the Contractor to subcontract the execution of the Contract. Under no circumstance, the subcontractor may start its activity without this authorization.

27.4.3 Labor law and occupational health and safety information and documents to be provided in case of subcontracting.

27.4.4 In the case of subcontracting, the subcontractor shall provide to the Contractor, for each of the different cases (national employee, self-employed employee and foreign employee), the same information and documents, with the same scope and content as in the provision of information by the Contractor to Enel set out in this section. The Contractor is responsible for transferring to Enel the information and documents related to the subcontractors.

27.4.5 If the subject of the Contract does not hold the legal status of Enel's "own activity", the Contractor may replace the provision of information and documents required in relation to the subcontractor with an Affidavit. Enel shall specify what is not considered as an Enel's "own activity" from time to time.

27.4.6 The Contractor shall duly keep, in the personal file of each of its workers, the supporting documentation of all the points specified in the Affidavit; this may be subject to Enel's inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to Enel within forty-eight (48) hours.

**27.5. Special cases**

27.5.1 Where a work is carried out by workers of Contractors and subcontractors at the facilities or properties of Enel or of its customers, these workers maintain a certain type of interaction with managers and workers of Enel or of its customers, and the Contractor's or subcontractor's workers are exposed to specific occupational risks of the facilities of Enel or of its customers, including in case of Contracts not related to the performance of works or services, the following measures shall be adopted:

- 1) Contracts for supplies, i.e. those entailing only the deliver to Enel of goods or materials by the Contractor or subcontractors. Enel shall inform the person in charge of the delivery of the risks existing in the delivery zone as well as of the emergency measures available.
- 2) Contracts for the maintenance, inspection and repair of machine tools, work equipment or facilities whose property or right of use lies with Enel, performed by the Contractor or subcontractors. Enel shall disclose before the start of the works, the occupational risks, related to the activity in the working area, the safety and emergency measures implemented.
- 3) Delivery or supply of goods or materials at the facilities of Enel (other than under a contract or service provision agreed by Enel) carried out by the employees of a third party requiring the use of mechanical means for assembly, installation or handling. Enel shall disclose before the start of the works, the occupational risks, related to the activity in the working area, the safety and emergency measures implemented. Furthermore, Enel and the Contractor's representative shall hold a business activities coordination meeting, duly documented, within which the Contractor shall be informed on the risks related to its activities and the required measures of coordination of the business activities to prevent occupational risks shall be implemented.
- 4) Contracts for the collection or removal of machineries, scraps or any other type of goods, materials, products or waste carried out at Enel's facilities by employees of third-party purchasing companies as a result of their sale by Enel.
- 5) In relation to all the special cases regulated by this section, the Contractor and its employees shall consider the risks and the measures disclosed by Enel, adopt the proper preventive measures and comply with the safety instructions and guidelines given by Enel.

**ATTACHMENT A - FIRST-DEMAND ABSTRACT BANK GUARANTEE FORM**

The Bank ....., and in its name and on its behalf Mr./Mrs. ....and Mr./Mrs. .... duly empowered to execute this certificate, with this document severally guarantee, to the extent required by law, the **(CONTRACTOR)** before **(Enel Group Company)**, up to the amount of ..... (.....), to comply with the obligations arising for the **(CONTRACTOR)** under the Framework Contract/Agreement nº ..... entered into with **(Enel Group Company)**, as well as to comply, where applicable, with the obligations arising for the **(CONTRACTOR)** under any Delivery order or derivative contract.

This guarantee holds the status of first-demand bank guarantee, on the basis of which the Bank ..... undertakes to pay up to the amount specified above upon first written demand by the **(Enel Group Company)**. This requirement shall be signed by duly empowered representative/s of **(Enel Group Company)** and shall be delivered to the office of the Bank, located in .....

The payment obligation of the Bank is abstract and the Bank expressly accepts personal, primary and joint liability, and undertakes to meet all the requests made by **(Enel Group Company)** with respect to this guarantee, providing to such Company the amount required, with the only requirement that the demand shall be made by **(Enel Group Company)** in writing and in accordance with the provisions of the previous paragraph, and no excuse or exception shall be admitted, including the opposition of the **(CONTRACTOR)** in relation to the enforcement of this guarantee. **(Enel Group Company)** shall inform the **(CONTRACTOR)** of the submission of any payment demand under this guarantee, specifying the relevant grounds.

This abstract guarantee shall expire on .....

The signatories of this guarantee are duly authorized to represent and bind the Bank, since this is an operation falling within their duties according to the Bank's Articles of Association, inasmuch as it represents one of its purposes.

This guarantee has been registered under number.....





**GDPR ATTACHMENTS**

**GDPR ATTACHMENT 1  
DESCRIPTION OF PERSONAL DATA PROCESSING**

With reference to art. 16 “Processing of personal data” of SW&Cloud Contract Conditions and with reference to Contract no. \_\_\_\_\_ and in particular to the appointment of the company [•] as Data Processor, this attachment aims to specify that such processing shall be carried out on the following types of data and categories of data subjects:

**A. Data categories**

- **Personal identification data<sup>3</sup>**
- **Special categories of personal data<sup>4</sup>**
- **Judicial data**
- **Economic and financial data**
- **Data related to contracts with customers (e.g. POD, PDR)**
- **Other** \_\_\_\_\_

**B. Data Subjects categories**

- **Customers**
- **Employees**
- **Contractors/Suppliers**
- **Shareholders**
- **Other** \_\_\_\_\_

<sup>3</sup> e.g. first and last name; home address; e-mail address; ID document number; localization data (e.g. mobile phone localization features); IP (Internet Protocol) address.

<sup>4</sup> please include sensitive data, e.g., medical condition, habits, daily activities, trade union or political party membership or philosophical or religious beliefs, sexual preference and orientation, racial or ethnic origin, financial data (such as credit cards or bank accounts), biometric data (fingerprints, retina identification), genetic data.



**GDPR ATTACHMENT 2  
DETAILED LIST OF DATA SUBPROCESSORS**

<b>COMPANY</b>	<b>PRODUCTS OR SERVICES</b>	<b>TYPE OR CATEGORY OF DATA PROCESSED</b>	<b>ADDRESS</b>