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

1.1 These General Terms and Conditions (hereinafter, the "General Terms and Conditions") apply to contracts in relation to the purchase of Software, Cloud Services and Software and Cloud Services maintenance/support services, regulated under Spanish law and entered into between ENEL Group companies (hereinafter, "ENEL") and the Supplier (hereinafter, ENEL and the Supplier, also collectively referred to as the "Parties").

1.2 ENEL promotes a sustainable business model and places environmental, social and economic sustainability, together with innovation, at the heart of its corporate culture, implementing a development system based on sharing value creation, both inside and outside the company. ENEL pursues the achievement of the United Nations Sustainable Development Goals (SDGs), has been a "Participant" member of the United Nations Global Compact since 2004 and, in 2020, was confirmed as a LEAD company, thanks to its adherence to the ten (10) fundamental principles on human rights, labor standards, environmental protection and the fight against corruption.

ENEL is committed to promoting social, economic and environmental sustainability, including through contractual relationships with its suppliers. The Supplier declares to be aware of ENEL's principles on sustainable development, which are available at the following link [<https://www.enel.com/company/our-commitment/sdg-onu>], and to share the same aims.

1.3 Any exception to these General Terms and Conditions proposed by the Supplier will only be valid if requested in writing and expressly accepted by ENEL, and will only be applicable to the Contract for which it has been proposed, and in no case may it be extended to other contracts in force or to any other contract that may be subsequently signed with the same Supplier.

## **2. DEFINITIONS.**

2.1 These General Terms and Conditions shall use definitions including but not limited to the following:

- **Contract:** Contract for the purchase of Software, Cloud Services and Software and Cloud Services maintenance/support services, entered into between ENEL and the Supplier, regulating the duties of the parties in writing. This consists of at least the inseparable set of contractual documents listed below:
  1. Main Body of the Contract: Document containing the identification details of the parties, specifying the purpose of the Contract, establishing the validity of the Contract and containing specific regulations of a technical, economic, administrative and legal nature, in which all the documents that make up the Contract are also listed and cited.
  2. ENEL's technical and economic documents: Documents of the aforementioned nature related to the subject matter and applicable in the execution of the Contract, which are cited or annexed to it.
  3. General Conditions: This document.
- **Subsidiary:** In relation to any legal person, any other legal person, that: (a) directly or indirectly controls, or is controlled by, or is under common control with, said legal person; or (b) directly or indirectly owns fifty percent (50%) or more of any type of voting shares or other interests in the share capital of said legal person; or (c) has fifty percent (50%) or more of any type of voting shares or other equity interests that are directly or indirectly beneficially owned or held by said legal person, or (d) has a general corporate holding in said legal person or said legal person has a general corporate holding in the other legal person. For purposes of this definition, the word "control" means possession, directly or indirectly, of the power to direct or cause direction of the administration or policies of a legal entity, whether through ownership of voting securities or otherwise.
- **Electronic signature:** Digital signature system that, when applicable and pursuant to the legislation in force, verifies the identity of the Parties with the same legal weight as a handwritten signature, validates the communications generated by the signatory and verifies the origin and integrity of an electronic document or a series of documents.
- **ENEL Group, or ENEL:** ENDESA, S.A. and/or all or some of its subsidiaries, as well as ENEL Spa and/or all or some of its subsidiaries.
- **Supplier:** A natural or legal person (including business associations, regardless of their legal form) who enters into a Contract with ENEL.
- **Services:** Software and Cloud Services maintenance/support services required to support ENEL's day-to-day operations with expertise, knowledge or resources that are unavailable or non-existent within ENEL or that must necessarily be supplied by third parties, as required under the applicable laws or regulations.
- **Cloud Services:** software infrastructure, platforms or systems hosted by the Supplier that can be accessed remotely and that are made available to ENEL online.

- **Software:** A computer program, a set of logical components, rules, instructions, algorithms, or visual parts that instruct a computer to perform specific tasks.
- **Security breaches:** security breaches affecting the confidentiality, availability or integrity of data, including accidental, intentional and unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data communicated, possessed or processed in any way; any IT-related incident (unauthorised access, malware activity), whether this has a direct impact on personal data or not, but which may expose it to the risk of a data breach.

### **3. LANGUAGE.**

- 3.1. The original version of these Terms and Conditions is the Spanish version.

### **4. FORMALISATION and LEGAL NATURE OF THE CONTRACT.**

4.1. The Contract is entered into between the Parties upon signature. By signing the Contract, which can also be done by electronic signature, the Provider declares full and unconditional acceptance of the Contract.

- 4.2. The Agreement will not automatically renew or be tacitly extended.

4.3. The Contract has a business legal nature, meaning that the relationship between the Parties is exclusively business, and will be governed by its own clauses and, unless specified otherwise, by the Code of Commerce, special laws and business uses.

4.4. The relations between the Parties to the Contract are those of two legal entities independent of each other, and vis-à-vis third parties. Unless otherwise expressly provided for in the Contract, neither Party nor its employees shall act, or may be construed to act, as a representative, agent or proxy of the other Party, nor shall their actions and/or omissions create any obligation for the other Party before third parties. Furthermore, neither the development nor the performance of the Contract shall be interpreted as a relationship of association, partnership or civil or commercial entity, joint venture, consortium or other shared risk and reward relationship between the Parties to the Contract.

### **5. INTERPRETATION AND HIERARCHY.**

5.1. In the event of a conflict or incompatibility between the contractual documents, the order of priority and prevalence shall be determined as follows:

- 1 Main body of the Contract;
2. ENEL's technical-economic documents; 3.
- General Terms and Conditions.

5.2. If there is a discrepancy between the contractual documents and the mandatory law applicable to the Contract, such mandatory law shall take precedence.

5.3. Neither Party shall be deemed to have waived any right, power or privilege granted by the Agreement unless such waiver is expressly made in writing and communicated to the other Party. The waiver of a right, power or privilege shall not imply a waiver of any other potential rights, powers or privileges, even when these are of the same nature. Consequently, the temporary non-exercise or delay in the exercise by any of the Parties of any action in defense of its rights shall not imply the definitive waiver of such actions by said Party or the exercise of judicial or extrajudicial actions that may correspond to it, within the legally established limitation period.

5.4. In the event that any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions that may be enforced without the voided provision. The Parties, having regard to the spirit of the Contract and by mutual agreement, shall attempt to amend the invalidated provision in a manner that respects the objective of the provision in question in the best possible way.

### **6. OBLIGATIONS OF THE PROVIDER.**

#### **6.1 General conditions:**

6.1.1. The Supplier hereby guarantees that they will implement the Contract with the diligence inherent to this type of work and subject to the obligations assumed under the Contract; therefore, they assume the obligation to repeat and remedy, within a reasonable period of time granted by ENEL, any service, supply or document that is not issued pursuant to the technical specifications or the Contract, provided that ENEL informs the Supplier within a period of time not exceeding fifteen (15) working days of

the work in question being delivered. Furthermore, the Supplier hereby guarantees ENEL the peaceful use and compatibility of the Licensed Software with ENEL's systems, in such a way that the Supplier will hold ENEL harmless from any claim in this regard. In the event of a claim, the Supplier shall replace the Software with other software with sufficient guarantees for its use. These guarantees granted by the Supplier in connection with the performance of the Contract are without prejudice to any penalties or indemnities that it is obliged to pay for breach of the Contract.

6.1.2. The Supplier, under its sole responsibility, shall comply with all the applicable regulations and must also comply correctly and in a timely manner with the requirements of the competent Authority or Bodies as regards the execution of the Contract. The Supplier shall also correctly and promptly fulfil its legal and contractual obligations before its suppliers.

6.1.3. The Supplier shall cooperate with ENEL and third parties designated by ENEL, and shall use commercially reasonable efforts to schedule, coordinate and execute the Contract so as not to delay or adversely affect its timely execution and completion. The Supplier shall cooperate with such third parties to the same extent that the Supplier is obliged to cooperate with ENEL under the Contract.

6.1.4. The Supplier is obliged to carry out the services and/or supplies that constitute the subject matter of the Contract with its own means or authorized third-party means, structures and resources, with the best professional competence and technology available, and in accordance with the conditions, procedures, terms and requirements contained in the Contract, through the use of qualified and suitable personnel to perform the tasks to be performed for ENEL. This personnel will perform the services and/or deliverables pursuant to the contractual provisions and the applicable regulations. The Supplier shall designate a person in its own organization to act as ENEL's interlocutor during the execution of the Contract;

6.1.5. The Supplier is required to avoid any situation that could give rise to conflicts of interests and, therefore, must take all necessary measures for the prevention and identification, as well as immediately inform ENEL, of any behaviour that could lead to a conflict of interests. In the event that the Supplier provides services or is due to provide services to a third party whose interests are or may be in competition with or in conflict with ENEL's interests as regards the subject of the Contract, any person involved in the performance of the Contract by the Supplier that is directly involved in the performance of the Contract with ENEL shall not provide these services to the aforementioned third party. However, other individuals from the Supplier may provide these services to the third party, subject to the implementation of appropriate protective measures, such as the physical and operational separation of the Supplier's work teams and the establishment of access controls on IT servers and infrastructure and email systems.

6.1.6. The Supplier is solely responsible for everything necessary for the execution of the provision of services and/or supplies covered by the Contract.

6.1.7. The Supplier undertakes to immediately notify ENEL of any changes with respect to what was reported in the documentation and in the declarations provided or made to ENEL for the purpose of awarding the Contract. The Supplier acknowledges that ENEL may at any time verify the accuracy and timeliness of such documentation or declarations, and undertakes to submit any necessary additional documentation at ENEL's request. In the event that the information has not been updated and/or the documents required by ENEL have not been submitted by the Supplier and/or the information provided by the Supplier is not acceptable in ENEL's opinion, ENEL may, notwithstanding its right to claim compensation from the Supplier for damages, at its discretion, adopt measures in relation to suspension or exclusion from ENEL's rating system, or suspend or terminate the Contract as a result of the Supplier's breach.

6.1.8. The Supplier undertakes to indemnify and hold ENEL harmless from any liability arising from any claim relating to the Contract, whether judicial or extrajudicial, arising from acts or omissions on the part of the Supplier, its employees or its representatives. This compensation includes any amount that ENEL is required to pay or deposit as expenses or costs of any kind that it incurs as a result of an administrative, judicial or arbitration claims or summons, in any case, without affecting ENEL's right to defend itself. In the event that the Supplier does not comply with the provisions of this section, it will be considered as a serious breach, which will give ENEL the power to terminate the Contract due to the Supplier's breach and to obtain compensation for the corresponding damages.

6.1.9. The Supplier is required to promptly pay all expenses that ENEL incurs (including lawyers' and solicitor's fees, provisions of funds in relation to both, certificates, authorisations, fees, disbursements, guarantees or surety insurance or legal deposits for appeals or that are required or necessary in any way, etc.) in relation to its legal defence against administrative, extrajudicial or prejudicial claims and legal action of any type and at any level that are filed against ENEL, including action brought against ENEL by the Supplier's employees, claims by third parties and any other such action that may arise directly or indirectly from the performance of the Contract by the Supplier. The obligation to pay representation and defence expenses assumed by the Supplier shall in no way condition the choice of professionals by ENEL, nor shall it imply the prior submission of the Supplier to the mechanisms and means of defence that ENEL considers appropriate to develop in its own interests. In the event that the Supplier does not comply with the provisions of this section, it will be considered as a serious breach, which will give ENEL the power to terminate the Contract due to the Supplier's breach and to obtain compensation for the corresponding damages.

6.1.10. The Supplier is required to keep copies of the deliverables, working papers and other documents related to the performance of the Contract for a period of five (5) years from the date of them being issued or made available, with the duties of confidentiality contained in the Contract and in these General Terms and Conditions applicable during this period. Once this period has elapsed, they will be destroyed, unless ENEL expressly requests otherwise in writing.

6.1.11. The Supplier undertakes to notify ENEL in a timely manner of the initiation of procedures for its dissolution, transformation, merger, spin-off, capital increase or reduction or, in any case, of other extraordinary operations, including the sale and/or purchase of majority shares and/or branches of the company, as well as significant changes in its governing bodies. Not

withstanding the Supplier's compliance with its duty of confidentiality, this notification shall be made with reasonable notice or, in any event, no more than five (5) working days after the aforementioned events.

**6.2 Supplier's obligations in relation to the health and safety of workers.**

6.2.1. The Supplier undertakes to comply correctly and to the full extent with the regulations in force, legal or conventional, regarding the health and safety of workers. The Supplier's compliance with this obligation is considered essential for the proper completion of the Contract; with this in mind, failure to comply shall represent valid grounds for the termination of the Contract at the request of ENEL as a result of the Supplier's non-compliance, notwithstanding any compensation for damages to which ENEL may be entitled.

The Supplier is solely responsible for the work performed by personnel reporting thereto, employed in any capacity as part of the performance of the Contract.

6.2.2. The Supplier, for the entire duration of the Contract, shall undertake, for all personnel reporting to it, employed in any capacity as part of the performance of the Contract:

- to take out or arrange for the legally required insurance to be taken out for dependent personnel;
- to provide documentary proof to ENEL's satisfaction, whenever required, that it has correctly complied with the legal obligations as regards employment, social security contributions and salary payments;
- to facilitate the identification of the personnel responsible for the performance of the Contract, in the event that the controls established under the Contract or the applicable regulations are executed.

ENEL, using its own or third-party resources, reserves the right to perform checks at any time to ensure compliance with the aforementioned obligations of the Supplier.

**7. COMMUNICATIONS.**

7.1. All communications between the Parties shall be in writing, sent to the address and in the manner set forth in the Agreement. The Parties undertake to notify each other immediately of any change of address. In the absence of such notification, the communication shall be deemed to have been properly effected if it is made at the address and in the manner referred to in the Agreement.

7.2. ENEL reserves the right to use electronic procedures to exchange documents relating to the Contract. Except as expressly prohibited in the Agreement, electronic means may be used, provided that they allow any communication to be tracked.

7.3. The Supplier shall comply with and give immediate effect to all communications received from ENEL, without the need for further formalities.

**8. ECONOMIC CONDITIONS.**

**8.1. Prices.**

The price of the Contract shall be the monetary remuneration agreed between the Parties in relation to the provision of services and/or supplies by the Supplier and includes everything necessary for the correct and complete performance of the purpose of the Contract, excluding the taxes provided for in the applicable regulations for which ENEL is a taxable person.

**8.2. Price modification.**

Prices are fixed and unchanging. Any price modification may only be made if provided for in the Agreement or if required by applicable law.

**8.3. Billing.**

8.3.1. Before issuing an invoice, the Supplier shall require ENEL's express approval as regards the services and/or supplies provided by the Supplier. This approval from ENEL shall not unreasonably be denied or delayed.

8.3.2. Invoices shall be valid and will be accepted by ENEL only if they contain all the information required by the Contract and applicable regulations, and if the activities covered by the Contract have been completed correctly. Invoices that do not contain the relevant Contract number will not be accepted and will not be taken into account for the calculation of the date of receipt. Regardless of whether different currencies have been established in the Contract for payment, each invoice may only be issued in a single currency.

8.3.3. In the event that the Contract allows invoices to be made in a currency other than the one principally established in the Contract, the exchange rate used to convert the amount of the invoice will be the one corresponding to the day of payment of the invoice.

8.3.4. ENEL may return to the Supplier invoices that:

1. Lack information or data required by the Contract or applicable law;
2. Contain items not authorized by ENEL;
3. They are issued for amounts expressed in a currency other than that defined in the Contract.

In the event of a return of an invoice, ENEL will specify the reasons. If an invoice is returned, its original date of receipt shall no longer be considered valid.

8.3.5. If an invoice is lost, the Supplier may issue a duplicate provided that it is also an original and the term "Duplicado por extravío del original" is indicated thereon.

8.3.6. The date of the invoice may not be earlier than the date of the provision of the services and/or supplies, or the date provided for in the Contract.

8.3.7. All invoices and, where applicable, any supporting documentation, shall be processed or sent using one of the following methods:

- AUTOMATIC BILLING:

Preferential billing method with the ENEL Group using the DRAPE application, which can be accessed via the WeBUY supplier portal: <https://webuy-gp.enel.com/esop/guest/login.do>

- INVOICE IN PDF FORMAT. NOT MODIFIABLE:

File upload via the DRAPE invoicing application, accessible through the WeBUY supplier portal: <https://webuy-gp.enel.com/esop/guest/login.do>

- PAPER INVOICE, VIA STANDARD POST:

ENDESA  
Centro de Servicios Administrativos Iberia  
Ribera del Loira, 60  
28042 MADRID – SPAIN

#### 8.4. **Payment Terms.**

8.4.1. Subject to ENEL's examination and approval of the Supplier's compliance with all contractual conditions, the invoices received shall be paid within the period indicated in the Contract pursuant to the legislation in force.

8.4.2. The Parties agree that, in the event of default in payment by ENEL for reasons exclusively attributable to ENEL, it shall pay the Supplier, upon written and reasoned request by the latter, an additional amount by way of default interest of three percent (3%) of the amount due.

8.4.3. Subject to exceptions previously approved by ENEL, payments will be made to the Supplier by bank transfer.

8.4.4. The Supplier undertakes to communicate all its bank account details to ENEL. The Supplier is obliged to immediately inform ENEL of any change in its tax and general data (such as tax identification number, address, company name, changes in corporate form, etc.) or changes in ownership or shareholding of the company. Failure to communicate such changes may result in ENEL suspending payments of invoices containing outdated data.

8.4.5. Payment of the invoiced amount shall not mean that ENEL considers that the Supplier has correctly performed its obligations under the Contract or that it waives the rights and actions to which it is entitled against the latter, expressly reserving the right to exercise them, regardless of any payments made.

8.4.6. ENEL shall have the right to offset the amounts pending payment to the Supplier, in the amount that the latter, in turn, owes to ENEL or to any of the companies of the ENEL Group.

8.4.7. Should ENEL find that the Supplier has failed to comply with its obligations giving rise to joint liability, subsidiary liability or other direct action against ENEL, regardless of whether or not the Contract is terminated, and as soon as it becomes aware of these circumstances, ENEL may withhold all payments that are pending for any reason to the Supplier, for a sufficient amount so as to cover these liabilities, and may even pay such obligations on behalf of the Supplier if the law so permits. This right of withholding and payment on behalf of the Supplier shall extend to all damages arising from the breach of or failure to guarantee the Contract, or to any event that may generate liability on the part of ENEL.

#### 9. **TAXATION.**

9.1. The prices set forth in the Agreement do not include taxes, fees and contributions. The taxes, fees and contributions resulting from the engagement, applicable in any of the jurisdictions in which the Supplier and ENEL reside, will be paid, withheld or deducted from the price by each of them as provided by the applicable regulations.



9.2. The Parties hereby mutually commit to complying with all the requirements and formalities and delivering all the documentation necessary for the correct settlement of taxes and payment of invoices, including withholdings and similar obligations due pursuant to the regulations in force, always following the guidelines established therein. Should the information provided by the Supplier be disputed by the authorities, in a manner that is detrimental to ENEL, the Supplier shall reimburse ENEL for any costs incurred (in instalments, interest and penalties). This amount must be paid to ENEL immediately, regardless of whether the Parties decide by mutual agreement to appeal the criterion followed by the Administration before the Courts of Justice. Furthermore, the Parties shall cooperate in obtaining any exemptions and other tax benefits applicable to the performance of the purpose of the Contract. When, on account of a lack of diligence or for any other reason attributable to the Supplier, ENEL loses its entitlement to any tax benefits, it may deduct the value of said benefits from the agreed price having provided evidence accepted by law.

9.3. The Supplier shall provide ENEL with the certificate provided for in Article 43.1.f) of the General Tax Law, indicating that it is up to date with payments. The certificate will be delivered before the signing of the Contract and always before the date of the first payment. In the case of Contracts with a duration of more than one (1) year, the certificate will be delivered not only with the signing of the Contract but also subsequently, on an annual basis. In the event that the certificate has not been delivered or when the certificate indicates outstanding debts, payment to the Supplier will be suspended by ENEL until a certificate is delivered by the Supplier indicating that it is up to date with payments.

9.4. In the event that ENEL is obliged to make any type of withholding on payment to the Supplier, and if the Supplier so requires, ENEL will subsequently provide the corresponding withholding certificate detailing the amounts paid and withheld.

9.5. If the Supplier resides in Spain for tax purposes, it shall review, in cooperation with ENEL, whether the contractual conditions entail differential treatment for the purposes of applying the reverse charge to indirect taxes applicable pursuant to the provisions of the regulations in force at the time of the accrual of the transactions, which would require that the Supplier issue its invoices without indirect taxes.

9.6. If the Supplier is not a resident in Spain for tax purposes, if a double taxation agreement is in force between the Supplier's country of residence and Spain, and the Supplier requests the application of any provision of said agreement, the Supplier shall provide ENEL with the corresponding certificate of tax residence, certifying that it is a tax resident in its country for the purposes of the provisions of the agreement in question and consideration will be given to Spain's classification of the income. This certificate must be delivered together with the first invoice issued and/or as soon as ENEL requests it. In the event that the certificate expires while the Contract remains in force, the Supplier must provide ENEL with a new certificate to enable the Agreement to continue to apply.

## **10. SUBCONTRACTING.**

10.1. The Supplier may not subcontract all or part of the performance of the Contract without the prior and express authorisation of ENEL.

10.2. The requirements and limitations of subcontracting shall be regulated by the provisions of the Contract and

Spanish  
legislation

10.3. The Supplier shall provide ENEL with a list of potential subcontractors and the activation planning in a timely manner

; both the list and the corresponding activation planning may be updated at a later date. The Supplier may not enter into any subcontract with any natural or legal person not included in this list, and not previously approved by ENEL in writing. The request for approval shall be sent to ENEL at least thirty (30) calendar days prior to the estimated date of commencement of the subcontractor's work. The request for approval shall include details on:

- (i) subcontractor information,
- (ii) start/end date of the subcontractor's work, and
- (iii) scope of the Contract to be subcontracted (type, volume, countries).

10.4. As a requirement to be approved by ENEL, the Supplier will ask the subcontractor to register on ENEL's Global Procurement Portal.

10.5. Under no circumstances may a contractual relationship be inferred between the Supplier's subcontractors and ENEL, and the Supplier is always liable for all the activities of such subcontractors, and for the fulfilment of its contractual, legal and tax obligations, as well as for the damages caused to ENEL by any of its subcontractors, agents, consultants and employees.

10.6. ENEL shall not be liable before any subcontractor, or its personnel, for any claim arising directly or indirectly from the Contract, except for the purposes of the provisions of Article 42.3 of the Law on Occupational Infringements and Penalties in relation to Article 24.3 of the Law on Occupational Risk Prevention, to which end the Supplier hereby commits to doing everything in its power to avoid such claims being filed and/or processed.

10.7. The Supplier must obtain and submit to ENEL the express and written waiver of the subcontractor to the direct action regulated by Article 1.597 of the Civil Code. Failure by the Supplier to obtain and submit such waiver to ENEL shall entitle ENEL to terminate the Contract for non-compliance, without prejudice to any other legal action that may be applicable.

10.8. The Supplier shall be liable to ENEL and shall hold it harmless from and against any action, judicial or extrajudicial, or proceedings directed against ENEL by any subcontractor, or by its personnel, except as provided in Article 42.3 of the Law on Infringements and Sanctions in the Social Order in relation to Article 24.3 of the Law on the Prevention of Occupational Risks. This indemnity must be understood as independent and without prejudice to the application by the Administration or the Courts of other sanctions or responsibilities for the same acts, in compliance with current legislation.

10.9. The aforementioned indemnity will cover both the amount that ENEL must pay, and the expenses or costs of any nature that ENEL incurs as a result of such claim. Specifically, in the event of a legal claim or

out-of-court dispute filed against ENEL, either pursuant to Article 1,597 of the Civil Code, or by the employees of the Supplier, its subcontractors, agents or consultants, ENEL shall be entitled to withhold the corresponding amount, charged to any sums owed by ENEL or from the financial guarantees provided by the Supplier held by ENEL, to cover the principal claimed plus any amounts that may be prudently considered as necessary for covering interest, expenses and costs. Failure by the Supplier to comply with the provisions of this section shall be considered a serious breach and shall entitle ENEL to terminate the Contract due to the Supplier's breach, without prejudice to any other legal action that may be taken by ENEL.

10.10. The Supplier shall obtain prior written approval from the subcontractor of its obligations before ENEL arising from all contractual, legal, occupational, confidentiality and security conditions, with the submission of the corresponding supporting documentation to ENEL considered an essential requirement.

10.11. ENEL may at any time inspect and monitor the work of the subcontractor, and the fulfilment of its obligations, in relation to the execution of the Contract. The subcontractor shall spare no efforts in cooperating with ENEL to achieve this (documentation, reports, free access to its factories, workshops or facilities, etc.).

10.12. ENEL reserves the right to reasonably reject subcontractors that it does not consider appropriate as part of the performance of the Contract.

## **11. TRANSFER.**

### **11.1. Assignment of collection rights or payment obligations.**

11.1.1. ENEL may, subject to the sole requirement of notifying the Supplier, assign its collection rights or payment obligations, arising from the Contract, in favour of any company of the ENEL Group.

11.1.2. The Supplier may not assign its collection rights or payment obligations, arising from the Contract, in favour of any natural or legal person, without the prior and express consent of ENEL.

### **11.2. Assignment of Contract.**

11.2.1. ENEL may, subject to the sole requirement of notifying the Supplier, assign its rights and obligations arising from the Contract in favour of any company of the ENEL Group. In the event that the assignment by ENEL is in favour of any other natural or legal person outside the ENEL Group, ENEL must obtain prior and express authorisation from the Supplier.

11.2.2. The Supplier may not assign its rights and obligations arising from the Contract, in favour of any natural or legal person, without the prior and express consent of ENEL. The request for ENEL's consent shall include the express acceptance, by the proposed assignee, of the obligations generated under all contractual conditions (legal, occupational, confidentiality, security, etc.) before ENEL. In addition, the corresponding supporting documentation must be submitted to ENEL.

## **12. INTELLECTUAL PROPERTY.**

### **12.1 Procurement of existing Software or Service that does not require any adaptation or new adaptive development.**

12.1.1 The Supplier hereby certifies before ENEL that the use of the Software and the Service is not in breach of any third-party intellectual property rights. In addition, the Supplier warrants that, in the performance of its activities, including the design, production, development and sale of the Software and Service provided to ENEL, it has not infringed and does not infringe any intellectual property rights or other rights of third parties, such as, but not limited to, rights relating to trademarks, patentable inventions, works protected by copyright, utility models, industrial designs, and trade secrets.

12.1.2 If, for the purposes of the performance of the Contract, the use of rights licensed by third parties is required, the Supplier guarantees to ENEL that it has the appropriate title to use such rights throughout the term of the Contract. At ENEL's request, the Supplier shall provide ENEL with all information, clarifications, explanations and any other documents or data relating to any assets protected by third-party intellectual property rights used as part of the performance of the Contract.

12.1.3 The Supplier shall hold ENEL harmless against any action, claim or litigation for the breach of intellectual property rights related to the performance of the Contract or the use of the Software or the Service, initiated by third parties, compensating ENEL for any damages that may be incurred as a result of these actions or claims. The Supplier also undertakes to inform ENEL in writing, without delay, of the existence of any court or out-of-court actions or demands in relation to alleged breaches of third-party intellectual property rights that affect the performance of the Contract.



12.1.4 If, as a result of court or out-of-court actions or demands claiming third-party intellectual property rights over the Software or Services, it is necessary to modify or replace, in whole or in part, the purpose of the Contract, the Supplier shall undertake all the necessary activities to ensure the functioning and characteristics equivalent to those of the Software and/or Services originally provided under the Contract, at its own expense and in agreement with ENEL.

12.1.5 In any case, the provisions of section 23.3.1 letter i) of these General Terms and Conditions shall apply.

12.1.6 The Supplier is prohibited from using ENEL's trademarks, logos and/or distinctive signs, as well as the use of the ENEL name, even if only in reference to the fact that it is a supplier for the purposes of the Contract, without ENEL's prior written authorisation.

## **12.2 Procurement of Software or Services that requires an adaptation or new custom development**

12.2.1 In these cases, the provisions of clauses 12.1.1 to 12.1.6 shall apply, in addition to the following provisions.

12.2.2 The Parties hereby agree that, with reference to all the material and information that one Party shares with the other Party as part of the performance of the Contract (including, but not limited to: documents, instruments, products, samples, source codes, technical specifications, know-how, drawings, designs, computer programs, all types of information and copies thereof [hereinafter referred to as the "Contract Material"]), the Party receiving the Contract Material owned by the other Party:

- (i) shall not copy, reproduce, process, translate, modify, adapt, develop, decompress, disassemble, reverse engineer, either in whole or in part, the Contract Material;
- (ii) shall not create any works, objects, articles, products, samples or technical specifications derived from the Contract Material;
- (iii) shall not use the Contract Material for purposes other than the performance of the Contract;
- (iv) shall only share the Contract Material internally with the personnel with whom it is strictly necessary to share it for the performance of the Contract
- (v) shall ensure that the aforementioned obligations are also fulfilled by other persons (whether natural or legal) involved in the performance of the Contract;
- (vi) shall not disclose the Contract Material and shall ensure that its employees do not disclose it to any third party without the prior written consent of the other Party; and
- (vii) shall maintain the confidentiality of the Contract Material pursuant to the "Confidentiality" section of these Terms and Conditions.

12.2.3 Each Party acknowledges and agrees that the intellectual property rights owned by each Party prior to the conclusion of the Contract (hereinafter referred to as "Prior IPRs") shall remain with that Party and the other Party shall not be able to claim such rights. Before entering into the Contract, each Party shall specify its own Prior IPRs, according to the model contained in Annex 6, which forms an integral and substantive part of the Contract.

12.2.4. Any new and additional development of the previous Personal Data Protection Information created or performed under the Contract, as well as all know-how, technology, methodologies, innovations, information resulting from the performance of the Contract, documentation generated (including but not limited to: Manuals, strings or individual fragments of source code, documents containing commercial, technical and/or confidential information), as well as the corresponding intellectual property rights (hereinafter collectively referred to as "Acquired IPRs"), shall be the exclusive property of ENEL and are included in the price of the Contract. The Parties shall prepare, within the period indicated in the Contract, a report documenting and acknowledging the progress made with the Personal Data Protection Information Acquired. In the absence of any indication of such period in the Contract, the Parties shall draw up such minutes every sixty (60) days. The minutes shall form an integral and substantial part of the Contract.

12.2.5. In the event that the Contract originally relates to the matters referred to in paragraph 12.1 and in the course of the performance of the Contract a shared need arises between the Parties to carry out the activities referred to in paragraph 12.2, the Parties acknowledge and agree that the provisions of paragraph 12.2 shall also apply. In this case, the Parties shall prepare the Annex referred to in Article 12.2.3 before sharing the respective previous Personal Data Protection Information with the other Party.

## **13. CONFIDENTIALITY.**

13.1. All information that either Party provides (whether orally, in writing, in electronic form or in any other form) for the purposes and/or as part of the performance of the Contract, as well as any other confidential information that either Party may become aware of as a result of other contracts entered into between the Parties and/or by either Party with a third party, and/or as part of the corresponding pre-contractual negotiations, as well as all documents, information, specific knowledge (regardless of how this was gathered, obtained or developed in connection with the Contract) may only be used for the purpose of the performance of the Contract itself and is to be treated as confidential.

13.2. The term "confidential" refers to, but is not limited to, economic and financial documents, data and information that refers to aspects including but not limited to commercial strategies, information on products and/or production processes (design, study and development), production methods and costs, commercial information, customer management and development strategies, any type of data on customers, suppliers and their technical or commercial profile, documentation on technical and economic bids as part of public and private tenders, test data and/or

plant functioning, equipment, machines and products, business analysis, market research, commercial and marketing plans and other statistical data relevant to the business, internal organisation procedures, advertising ideas and new trademarks not yet used on the market, prices, features, concepts, prototypes and designs of new products or services not yet launched on the market, etc. It also applies to data and information contained in economic, financial and technical documents including but not limited to patentable inventions, patents, patent applications, licences, source code in relation to any type of software, its principles and related algorithms; discoveries, algorithms, and formulas; new production processes and methods; new methodologies for testing plants, equipment, machines and products, results of research and development (R&D) activities. In addition, it applies to any type of internal processes, patents, licenses or any other information:

- (i) expressly qualified as "confidential," "strictly confidential," "secret" (or otherwise similar) by the Disclosing Party, or
- (ii) that the receiving Party knew or should have known were confidential given their nature or the manner in which they were handled by the Disclosing Party,
- (iii) that either Party has provided to the other in relation to the performance of the Contract, including the negotiations and the content and wording of the Contract and all annexes thereto.

13.3. Confidential information may not be disclosed without the express prior written authorization of the Party in possession of such information, except in cases where the receiving Party is legally obliged to transmit it or is ordered by a competent Authority, or where refusing to do so would be unlawful. Without the express prior written permission of the Party in possession of the confidential information, the other Party may not copy, reproduce, translate, modify, adapt, develop, disassemble, separate, reverse engineer or otherwise extract the source codes, in whole or in part, of the confidential information provided.

13.4. Confidential information includes all information in relation to a Party, made available to the other Party, prior to or during the performance of the Contract, either by the administrators, managers or employees of the Party holding the information, or by the subsidiaries of the Party holding the information and their respective administrators, managers and employees (hereinafter referred to as "Representatives of the Party that holds the information"). Confidential information also includes all information relating to the Representatives of the Party holding the information, which the Party or its own representatives may have made available to the other Party prior to or during the performance of the Contract. To this end:

- the term "subsidiary" means any company controlled by one of the Parties or by one of the Parties together with other third parties, for as long as such control exists and for the period in which the information is disseminated
- the term "control" means the direct or indirect ability to control the operation and strategy of the company and all cases in which any company in the group of companies of any of the Parties owns more than fifty percent (50%) of the share capital or voting shares, either directly or indirectly.

13.5. The following shall not be considered confidential:

- information that the receiving Party can prove was already legitimately in its possession before or at the start of the performance of the Contract;
- information that the receiving Party can prove it received it from third parties not subject to the confidentiality agreement by law or by contract.

13.6. Each Party:

- shall restrict the disclosure of confidential information exclusively to the representatives who actually need to be provided with access thereto on account of their degree of involvement in the performance of the Contract;
- shall bind its representatives and ensure that they fully comply with the obligations contained in this clause;
- It will be held liable for any action or omission on the part of its representatives that leads to a breach of the obligation to maintain confidentiality.
- shall not use the confidential information for purposes other than the performance of the Contract.

13.7. The Party receiving the confidential information is obliged to create and manage logical and physical data, using the best available international techniques and practices, to ensure the protection of such data from unauthorized destruction, manipulation, access or reproduction. In the case of confidential information classified as "strictly confidential" by ENEL, such techniques and practices for handling and storing logical and physical data must be expressly agreed upon and authorized by ENEL. Once the Contract has come to an end, the Party receiving the confidential information shall return all data, documents and information supplied by the other Party or in its possession, for the purpose of carrying out the contractual activities, in addition to destroying all copies and files that it may have, unless it has received written permission to the contrary from the Party disclosing the confidential information.

13.8. Both Parties warrant that no confidential information will be disclosed during the performance of the Contract and for a period of five (5) years after it has expired, except where another term is agreed in the Contract or when required by law or by a competent Authority. Notwithstanding the foregoing, in the case of confidential information classified as "strictly confidential" by

ENEL, the duties of confidentiality and non-use set forth in this clause shall continue once the Contract comes to an end, whatever the reason for its termination may be, unless otherwise indicated by the Disclosing Party, and shall be valid until the receiving Party is able to demonstrate that this "strictly confidential" information has become generally known or readily accessible to persons within the circles that typically handle the type of information in question for reasons other than the receiving Party's disclosure. When necessary, the Party required to disclose confidential information by a public authority shall notify the other Party of this request immediately, where legally possible, for it to take the necessary steps to protect its rights. The Parties shall only disclose information required by law and shall obtain a statement from the recipient of the information that such information shall remain confidential.

13.9. If the information is classified by ENEL as "highly confidential", the following rules must apply:

- the password to be used for accessing computer systems must be personal or individual, kept secret and changed every sixty (60) calendar days;
- access to IT systems must be restricted to the Software/tools specifically provided to perform the required activities; the use of network services or connections for purposes unrelated to the activities to be performed is prohibited;
- any transaction carried out through ENEL's IT systems must not violate applicable local laws;
- the workstation used (permanent or temporary) cannot connect to Internet services other than those provided or authorised by ENEL and must have the necessary antivirus software installed. All necessary measures must be taken to prevent the spread of viruses, malicious Software, or any unlawful form of Software that may result in service interruptions or loss of data;
- all email accounts, file storage or communication platforms (including social media) must be explicitly provided or authorised by ENEL;
- sensitive data must be stored, transferred or deleted using appropriate encryption software;
- Modifying system settings to avoid security checks is prohibited.

13.10. The Supplier shall not disclose any information deemed confidential under this clause by any means (including but not limited to media articles, press releases, interviews, etc.). Both Parties shall agree in writing as to the content, the means of communication, the date of publication of press articles and any news or communications of any kind in connection with the Agreement or any matter or information related thereto.

13.11. Both Parties hereby acknowledge and agree that compensation for damages may not represent sufficient compensation for the breach of confidentiality and that the Party suffering the breach shall be entitled to seek other remedies or prevent any potential breach or harm arising from such breach pursuant to the applicable law. In the event of a breach of confidentiality requirements, either Party may decide to terminate the Agreement.

13.12. The foregoing remedy shall not be deemed the only remedy available, but shall be in addition to all other rights and remedies available in accordance with applicable law. In case of a breach of confidentiality obligations and notwithstanding the foregoing, in the event of breaches referred to in this clause, ENEL has the right to terminate the Contract, as well as the right to take any action aimed at obtaining compensation for damages incurred.

13.13. ENEL reserves the right to carry out periodic checks, with particular attention to the security measures applied in cases where there is information considered and classified by ENEL as confidential and/or strictly confidential.

13.14. At any given time, when so required by the Party disclosing the confidential information, the other Party shall return or destroy or require its representatives to return or destroy, all copies of the written confidential information in its possession or in the possession of its representatives. Furthermore, the Party receiving the information shall spare no efforts or shall require its representatives to spare no efforts in returning or destroying any associated data stored in electronic form and shall confirm the destruction of the data in writing to the Party disclosing the confidential information within fifteen (15) calendar days of the request being made, declaring that it no longer holds any documents or other materials that contain or relate to the confidential information.

13.15. Each Party acknowledges and agrees that confidential information belongs to and remains the exclusive property of the disclosing Party and its representatives. Nothing in the Contract shall be construed, unless expressly stated otherwise in writing, as granting any licence or similar right to patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, conceived or acquired, either prior to or following the performance of the Contract.

**13.16. Cyber Security.**

13.16.1. The Supplier may access ENEL's computer system only if authorized by ENEL. The Supplier is responsible for the activities performed using ENEL's systems through the use of its digital identity, which shall be safeguarded at all times. In carrying out such activities, the Supplier shall comply with the following rules of conduct:

- a) authentication credentials will never be disclosed or provided to anyone;
- b) passwords shall not be inserted into e-mail messages or other forms of electronic communication, nor shall they be disclosed over the phone to anyone;

- c) passwords shall never be stored on the user's browser to access ENEL's applications using the "remember password" function;
- d) the Supplier shall ensure that nobody is watching when they enter their credentials to access IT devices or systems to prevent the theft of these credentials;
- e) the same password will never be used for authentication on different systems;
- f) access to information systems will be limited to Software/tools provided specifically for the performance of necessary activities. The use of services or network connections for purposes unrelated to the activities to be carried out is prohibited;
- g) any transaction performed using ENEL's computer systems shall not be in breach of the law;
- h) the workstation used (permanent or temporary) must not be connected to Internet services other than those provided or authorized by ENEL and must have the necessary antivirus installed. All necessary measures shall be taken to prevent the spread of viruses, malicious software or any harmful software that may cause service outages or a loss of data;
- i) all email accounts, file storage or communication platforms (including social media) will be explicitly provided or authorized by ENEL;
- j) sensitive data shall be stored, transferred or deleted using appropriate encryption software;
- k) Modifying system settings to bypass security checks is prohibited;
- l) to prevent the disclosure of information to unauthorised persons, care shall be taken with printed documents, removable hard drives, removable storage devices and video displays.

13.16.2. If, at any time during the Contract's validity period, the performance of the Contract requires or involves the Supplier obtaining access to and/or using any application available on ENEL's systems and/or ENEL's IT infrastructure ("ENEL Systems"), this entire clause shall apply to the Supplier. At ENEL's request, at any time and for any reason, the Supplier shall take part in and implement ENEL's two-factor authentication system (the "Multi-Factor Authentication System"), as a mandatory requirement for accessing and/or using any ENEL system. The Supplier hereby accepts, to participate in and implement the Multi-Factor Authentication System:

- (i) a smartphone and a working SIM card (personal or mixed-use) are required;
- (ii) each smartphone used for the purposes of the Multi-Factor Authentication System must be exclusively associated with the personal identity of the employee, agent, representative or other personnel of the Supplier who has access to and/or will use ENEL's systems on behalf of the Supplier; and
- (iii) the Supplier shall satisfy all of the foregoing requirements at its own risk, cost and expense. ENEL does not bear any charge (financial or otherwise) for the supply of the smartphone and shall not be liable to the Supplier or to any third party for any damage, claim or loss, direct or indirect, arising out of or in connection with the failure and/or malfunction or illegal use of any smartphone used for the Multi-Factor Authentication System by employees, agents, collaborators, representatives, or other personnel.

13.16.3. In the event of any breach, incident, cyberattack or any other relevant event in terms of cybersecurity that may have a potential impact on ENEL's Information Technology (IT)/Operational Technology (OT)/Internet of Things (IoT) infrastructures (hereinafter, "Cyber Incidents"), the Supplier, with the expertise and immediacy required in the exercise of professional diligence, shall report the Cyber Incident to ENEL at [cert@enel.com](mailto:cert@enel.com).

In order to effectively transmit all Cyber Incidents, including potential ones, as well as any communication related to cybersecurity, the Provider shall indicate and keep updated its own contact person, and update the relevant contact details by filling in the document "Company Contacts (Cybersecurity)", available on the WeBUY homepage at the following path: Personal Data/ Company Profile/ Profile Data.

## **14. EXECUTION.**

14.1 The Supplier undertakes, at its own expense and under its sole responsibility, to take all necessary measures to ensure the correct execution of the Contract, in accordance with the provisions of the Contract and the applicable regulations, and to comply with the instructions given by ENEL in this regard.

14.2 Before starting the performance of the Contract, the Supplier shall appoint and notify ENEL and maintain, for the entire duration of the Contract, one or more representatives with full powers to ensure the correct performance of the Contract, who will act as a reference before ENEL for any aspect related to the Contract. Any representative appointed by the Supplier must be in possession, for the duration of the Contract, of all necessary legal requirements and the appropriate technical skills, have the appropriate powers of attorney and be authorised to discuss any technical and economic aspect related to the performance of the Contract with ENEL.

14.3 ENEL undertakes to provide, at the request of the Provider, all the data necessary for the performance of the

activities within the scope of the Contract. In the event that the data provided by ENEL is insufficient or incomplete, the Provider undertakes to request the missing data in due course.

14.4 ENEL has the right to check and verify the Supplier's proper compliance with all contractual obligations and all instructions provided by ENEL.

Notwithstanding the possibility of the Contract being terminated, if the result of the controls and verifications by ENEL, in its opinion, confirms the existence of a breach by the Supplier in relation to the proper performance of the Contract, the Supplier shall take remedial action immediately and at its sole expense, without this affecting the timeline or any other of the agreed contractual deadlines in any way possible.

14.5 If required by the Contract, the Supplier undertakes to complete and deliver to ENEL a report that serves to verify the progress of the activities carried out. ENEL reserves the right, at any time, to check the content of this report in order to ensure the correct fulfilment of the services in accordance with the obligations assumed when signing the Contract.

14.6 The Supplier shall be responsible for any additional costs and any other expenses that may result from the performance of the Contract for reasons attributable to the Supplier itself.

## **15. LICENSE TO USE.**

15.1. Unless otherwise specified in the Contract, the Supplier shall grant ENEL:

- A non-exclusive licence to use the Software products and related documentation listed in the licence, pursuant to the functions established in the Contract. The licence shall cover ENEL Group companies (present and future); in the case of perpetual licences, the right to use the Software shall remain valid, within the terms set forth in the Contract, without any time limit, even upon the natural termination of the Contract;
- The Software products covered by the Contract may be installed and used in all ENEL Group companies (present and future) and in the ENEL Group's headquarters or places of interest, wherever they may be. ENEL is liable to the Supplier for any failure to comply with the conditions of the licence by any company of the ENEL Group;
- ENEL may, providing the Supplier with prior notice, transfer ownership of the licence to use the Software products covered by the Agreement to other ENEL Group companies, even should a given company leave the ENEL Group, in whole or in part. It is understood that such company will accept the same license terms as stipulated in the Agreement and that ENEL may continue to provide services based on the Software products to such company at no additional cost;
- Software products may also be used and installed in "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available to third-party suppliers that ENEL may select;
- ENEL may allow its third-party suppliers to use its licenses, exclusively within the limits and intentions related to activities considered instrumental to the ENEL Group's business.

## **16. CLOUD SERVICES.**

16.1. The Cloud Services covered under the Contract may be used by existing and future Group companies

ENEL. 16.2. ENEL may grant access to and use of the Cloud Services covered by the Contract for the entire period of the Agreement. duration applicable to ENEL Group companies; this provision may also be used by companies that depart the ENEL Group, in whole or in part, providing the Supplier with advance notice.

16.3. In addition, ENEL may grant the use of the Cloud Services mentioned in these General Terms and Conditions to third-party providers of ENEL Group companies, exclusively within the limits and intentions related to activities considered instrumental to the ENEL Group's business. Any other use of these is not permitted without prior agreement between the Parties.

16.4. The data processed within the Cloud Services may be stored/saved exclusively in the data centers authorized by ENEL and which are based in the European Union.

16.5. With the express authorisation of ENEL, the data and/or content that ENEL uploads to the Cloud Services and stored on suitable media within the Supplier's systems may be stored and exchanged exclusively in and/or through centres located in the European Union.

16.6. The Provider shall not reduce its overall security measures for the Cloud Services for the entire term of the Agreement and such measures shall always be in accordance with and updated with Article 32 of the GDPR.

16.7. The Provider will not substantially reduce the functionality initially included in the scope of the Agreement.

16.8. All activity log files generated or stored by the Supplier in any way for the purpose of performing the Contract are subject to the following provisions:

- all activity log files collected for the purpose of complying with legal and/or regulatory requirements, or to comply with court orders, shall only be stored for the minimum period required by the corresponding provisions and shall be made available to ENEL at its request;
- the Supplier shall retain any activity log files that do not need to be kept in order to comply with the law, but the storage of which is set out in the Contract and/or its annexes, only for the period of time specified in the Contract, and shall be made available to ENEL upon ENEL's request;
- any activity log file that does not have to be maintained to comply with the law, nor due to the Contract and/or its annexes, but which the Provider considers useful or necessary to carry out its Services, may only be maintained with the authorization of ENEL; the Provider will only retain such activity log files for the period of time strictly necessary for the purposes for which they have been collected. The records will be made available to ENEL upon request.

## **17. OBLIGATIONS OF THE PROVIDER FOR CLOUD SERVICES.**

17.1. In providing the Cloud Services, the Provider shall:

- Report the location of the data;
- Ensure the availability of the service;
- Implement measures, in the event of resource sharing, to prevent others from accessing ENEL's information and to guarantee the confidentiality of the data;
- Ensure access to existing data and information;
- Ensure interoperability with other vendors;
- Ensure the security of the communications through which the service is provided and, in particular, that encryptions are performed correctly;
- Properly sizing resources on an ongoing basis;
- Incorporate systems that allow the monitoring and traceability of administrators' actions;
- Upon termination of the Contract:
  - with a view to preparing for and facilitating ENEL's withdrawal from the Cloud Services environment provided under the Contract, the Supplier shall, at ENEL's written request and unless otherwise provided in the Contract, continue to provide the Cloud Services for a maximum period of 12 (twelve) months once the Contract comes to an end, under the same technical, financial and contractual conditions that were in force before the end of the Contract;
  - the Provider will store any of ENEL's data contained in the infrastructure of the Cloud Service for a maximum of 6 (six) months after the Service ceases to be effective, to allow ENEL to regain possession of it. As such, ENEL's data shall be presented in the format specifically indicated in the technical specifications and, in any case, in a standard and legible format as dictated by ENEL. The Supplier may not, under any circumstances or for any reason, deny and/or prevent ENEL's right to retrieve its data when requested during the established period and, in any case, at the end of this period, the Supplier shall delete all data corresponding to ENEL, whether in printed or digital format, stored in any of the Supplier's systems, including backup and emergency backup copies of the files. The Supplier shall send ENEL written confirmation that it has deleted the data within a period of 5 (five) calendar days.

## **18. ENEL'S AUDIT RIGHTS.**

18.1. The Provider shall provide ENEL with a copy of its certification of conformity relating to its Cloud Services, including its SOC1 Type II and SOC2 Type II reports.

18.2. If, for any reason, ENEL requires such certifications to cover dates for which reports have not yet been prepared, the Provider must submit a "Bridge Letter" that guarantees the effectiveness of its internal controls for the Cloud Services covered by the Contract during the period between the last valid issuance of the SOC1 and SOC2 reports and the date for which ENEL requests the reports.



## **19. SUSPENSION BY THE PROVIDER.**

19.1. The Supplier is strictly prohibited from suspending the Services covered under the Contract, unless the Contract indicates otherwise and unless there are reasons that ENEL considers justifiable, with ENEL provided with at least fifteen (15) working days notice.

19.2. In addition to the provisions of the preceding paragraph, suspension of the Cloud Services shall only be permitted in cases of emergency that present proven and reasonable risks to the security of the Cloud Services, including:

- i) ENEL's use of the Services in breach of the contractual provisions and that disrupts the Cloud Services or compromises the infrastructure used to provide them, and
- ii) unauthorized third-party access to the Services. In any case, the Contract shall suspend the Cloud services in such a way as to minimise any disruption to the Services provided to ENEL.

19.3. After the suspension, the Supplier will submit a report detailing the causes of the suspension and describing the corrective actions taken to resolve the problem.

## **20. PENALTIES.**

20.1 Any breach by the Supplier with delivery dates or performance deadlines, both partial and final, as well as any other breaches expressly provided for in the Contract or in these General Terms and Conditions, shall entail the application by ENEL of a penalty that, under no circumstances, shall be compensatory in nature, meaning that in no case will it constitute the only remedy available to ENEL to recover from the damages and losses caused by the non-compliance of the Supplier giving rise to the penalty.

20.2 The sum of the penalties may not exceed fifteen percent (15%) of the total amount of the Contract, including, if applicable, revisions and extensions. If this limit is exceeded, ENEL will apply the penalty and will have the right either to terminate the Contract due to the Supplier's breach, or to continue to demand compliance from the Supplier, in both cases with the corresponding compensation for damages in accordance with the applicable regulations.

20.3 The imposition of penalties shall not deprive ENEL of the right to seek further compensation from the Supplier for all damages, expenses and extra costs incurred and/or borne before third parties as a direct result of the Supplier's non-compliance.

20.4 The application of the penalties provided for does not exempt the Supplier from the correct performance of the Contract to its full extent. As a result, the Supplier is required to eliminate any technical flaws reported; to pay the appropriate penalties; to make up for lost deadlines at its own expense, and to redo or repeat, as appropriate, any works or services and/or supplies provided under the Contract, at ENEL's request.

20.5 The procedure for ENEL's collection of any penalty arising from the Contract will be carried out as follows:

- a) ENEL will inform the Supplier in a reasoned written communication of the penalty imposed, breaking down the corresponding amount. The Supplier shall have a period of no more than fifteen (15) calendar days from the date of communication to provide any explanations it considers necessary in its defence.
- b) Once this period has elapsed, and in the event that ENEL does not accept the Supplier's arguments, ENEL may choose, indistinctly and at its sole discretion, between:
  - b.1.) summoning the Supplier, who is required to respond to this summons, to deduct the amount corresponding to the penalty imposed from its next invoice(s) to ENEL, or
  - b.2.) invoice, on behalf of the Supplier, the amount corresponding to the penalty imposed, to which end the Supplier hereby expressly authorises ENEL:
    - to invoice on behalf of the Supplier the amount of the aforementioned penalty as determined by the tax regulations in force, and
    - to monetarily offset the penalty imposed against the next invoice(s) issued by the Supplier for the performance of the Contract.

If it is not possible for ENEL to impose the penalty enforcing the mechanisms set out in paragraphs b.1.) and b.2.) above, ENEL hereby reserves the right to enforce, up to the corresponding amount, the financial guarantee provided, or to charge the amount by any other means provided for in the Contract, by law or in these General Terms and Conditions, notwithstanding any compensation for damages that ENEL may be due.

## **21. ECONOMIC GUARANTEE.**

### **21.1. General conditions.**

21.1.1. Should ENEL so require, the Supplier shall be required to provide an economic guarantee available to ENEL by delivering a first-demand abstract guarantee (as per the template set out in Annex 5), subject to Spanish law and enforceable in Spain, granted by a Spanish bank or by the Spanish branch of a foreign institution (in both cases, the institution shall be of recognised solvency), for the amount established by ENEL at any given time, to cover, among other obligations:

- Compliance with all of the Supplier's obligations arising from the Contract, including any penalties and compensation that may be imposed, as well as any refunds or returns of any kind that may be contractually or legally required from the Supplier to ENEL.
- Fines, penalties or monetary items of any kind whose payment by ENEL is or may be required as part of an administrative, arbitration or court ruling as a result of the actions or omissions of the Supplier or its subcontractors or sub-suppliers, including but not limited to, the total amount of any joint and several or subsidiary legal liability in which ENEL incurs or may incur for breach of the Supplier's salary-related, Social Security and/or tax obligations, or in relation to occupational safety and risk prevention.
- Third-party claims against ENEL as a result of the Supplier's actions, including any claims by its employees, agents, consultants, and subcontractors or sub-suppliers.
- Any legal defence expenses incurred or that may be incurred by ENEL pursuant to the provisions of Clause 6 of these General Terms and Conditions.

21.1.2. For cases in which the Supplier fails to submit the guarantee within the indicated deadlines, and notwithstanding any other rights it may be entitled to, ENEL may choose to terminate the Contract or suspend its performance until a guarantee that is acceptable to ENEL is provided, as well as accept other equivalent guarantees offered by the Supplier as provided for by law.

21.1.3. The existence of a warranty does not mean that the Supplier's liability under the Contract is limited to the amount or period of validity of the warranty

21.1.4. In the event that the creditworthiness of the issuer of the guarantee deteriorates, the Provider shall provide within sixty (60) days, at ENEL's request, the replacement of the guarantee issued by a financial institution approved by ENEL. In the event of failure to provide the guarantee, ENEL may, in accordance with applicable law, withhold and suspend payments due to the Supplier.

21.1.5. If the price of the Contract increases during its execution, ENEL may request that the Supplier provide a supplementary or substitute financial guarantee to cover the increase in the price of the Contract.

21.1.6. Should the Supplier fail to comply with the supplement or replacement of guarantees provided in Clauses 21.1.4. and 21.1.5., ENEL reserves the right to terminate the Contract or, as provided for in the applicable law, withhold and suspend payments to the Supplier until the value of the guarantee required is reached.

### **21.2. Types of financial guarantees.**

#### **21.2.1. Performance Guarantee.**

21.2.1.1. If provided for in the Contract and unless a different percentage is defined therein, the Supplier shall be required to provide, before entering into the Contract, a financial guarantee available to ENEL in the form of an unconditional guarantee as regulated in Clause 21.1.1. for the minimum amount of ten percent (10%) of the total value of the Contract and its reviews, extensions and works priced on a cost-plus basis, to answer for the proper, timely and regular performance by the Supplier of its obligations under the Contract, including the obligation to pay any amounts due to ENEL, as damages

21.2.1.2. If no provision has been made in the Contract to provide a financial guarantee to cover the technical warranty period, the performance guarantee shall expire no earlier than thirty (30) calendar days after the expiry of the Warranty Period or the Final Acceptance, or the full completion of the Contract's performance, whichever occurs later. If it is not executed, the guarantee will be returned to the Supplier once ENEL has carried out the necessary checks.

21.2.1.3. If no provision has been made in the Contract to provide a financial guarantee to cover the technical warranty period, the performance guarantee shall expire no earlier than thirty (30) calendar days after the expiry of the Provisional Acceptance, or the completion of the Contract's performance before the technical warranty period begins, whichever occurs later. If it is not executed, the guarantee will be returned to the Supplier once ENEL has carried out the necessary checks.

#### **21.2.2. Advance Payment Guarantee.**

21.2.2.1. In the event of payment on account by ENEL to the Supplier, the Supplier shall provide, prior to the payment on account by ENEL, an economic guarantee available to ENEL by means of the delivery of an abstract guarantee as regulated in sub-clause 21.1.1. for an amount equivalent to one hundred percent (100%) of the advance payment made.

21.2.2.2. The advance payment guarantee shall be returned to the Supplier once the Supplier has properly performed, as provided for in the Contract and applicable law, a part of the Contract that is worth, according to the price, at least an amount equivalent to the payment on account.

#### **21.2.3. Technical Warranty Guarantee.**

21.2.3.1. If provided for in the Contract and unless a different percentage is defined therein, the Supplier shall be required to provide, once returned by ENEL or the Performance Warranty has been executed, an economic guarantee available to ENEL in the form of an unconditional bank guarantee as regulated in Clause 21.1.1. for a minimum amount of five percent (5%) of the total amount of the Contract and its reviews, extensions and works priced as per administrative standards, to meet the Supplier's obligations during the Warranty Period.

21.2.3.2. The warranty on the technical warranty period shall expire no earlier than thirty (30) calendar days after the expiration of the Warranty Period or Final Receipt, or the full completion of the performance of the Contract, whichever is later. If it is not executed, the guarantee will be returned to the Supplier once ENEL has carried out the necessary checks.

## **22. INSURANCE.**

### **22.1. General principles.**

22.1.1. The Supplier hereby assumes full responsibility for any damages caused to persons or property in the performance of the activities indicated in the Contract and undertakes to take out adequate insurance at its own expense for the entire term of the Contract, relative to the risk, and with insurance companies with a stable financial situation and of recognised prestige, to cover its civil liability obligations for losses and damages that the Supplier's personnel may cause to ENEL's personnel or properties and/or to third parties, arising from the performance of the activities as part of the Contract. In all circumstances, ENEL shall not be liable for causes attributable to the Supplier.

22.1.2. The Supplier also commits to obtaining civil liability insurance with appropriate compensation limits for risks, to cover claims for property damage, personal injury and financial losses that ENEL or third parties may incur due to defects or malfunctions with materials or equipment attributable to the Supplier.

22.1.3. The insurance policy limits must cover harmful incidents that are the subject of claims received within the duration of the Contract and/or beyond the warranty period.

22.1.4. If, in ENEL's opinion, the insurance coverage provided by the Supplier is not sufficient to cover the exposure to risk posed by the performance of the service under the Contract, the Supplier shall review and modify it as necessary and pursuant to the conditions of the insurance market.

22.1.5. In any case, the provisions of the Contract and the applicable Spanish legislation will be observed in terms of insurance.

22.1.6. The existence, validity and effectiveness of the insurance policies referred to in this Clause are an essential condition for ENEL and, therefore, if the Supplier is unable to prove, at all times, that it has insurance cover, ENEL may terminate the Contract, notwithstanding the obligation to pay compensation for the damages suffered by ENEL.

22.1.7 If ENEL believes that the coverage of the Supplier's policy is not sufficient to cover the risks for the services and/or supplies covered by the Contract, the Supplier agrees to review and amend the insurance coverage in accordance with the requirements of the Contract.

22.1.8. In the same way, the Supplier undertakes to contract, on its own account and with insurance companies with a stable financial situation and of recognized prestige, any other type of compulsory insurance that is required by current legislation, throughout the term of the Contract.

### **22.2. Insurance relating to the Contracts signed by ENEL.**

22.2.1. Subject to the other conditions of this clause and notwithstanding its liability under the Contract, and without limit, the Supplier shall take out and maintain the insurance policies set out below in force, at its own expense and at all times for the entire term of the Contract, with insurers of recognised prestige and solvency, legally authorised to issue policies in Spain and under terms and conditions of coverage, to ENEL's satisfaction. It shall be understood that the sums covered under these policies will never be less than those required by current laws and regulations and that maintaining this insurance shall not affect any of the indemnity obligations established in the Contract:

- a) **General Public Liability Insurance, to cover claims for material and/or personal damages and the consequences thereof caused to third parties**, from the start date of works until the end of the maintenance period

established in the policy. The policy must include, among others, the guarantees of professional civil liability, automobile subsidiary, and employer's civil liability. The compensation limit per incident shall be no less than THREE MILLION EUROS (€3,000,000), with a sub-limit per victim of no less than SEVEN HUNDRED THOUSAND EUROS (€700,000). In addition to the Supplier, ENEL and/or its affiliates involved in the performance of the Contract shall be listed as insured parties in the policy without losing their third-party status.

b) Occupational Accident or Social Security Insurance for all the Supplier's in-house staff, as legally required for the duration of the Contract.

c) In the event that the Supplier uses systems or platforms containing ENEL data or that are connected to ENEL systems, Cyber Risk Insurance to cover damages and civil liability arising from a cyber attack or internal fraud on computer systems or Software used as part of the performance of the Contract. The minimum amount of insurance will depend on the volume of data shared and how sensitive that data is, or how dependent ENEL is on the operation of these systems if they fail.

d) Any other mandatory insurance, pursuant to the legislation in force during the term of the Contract.

If there is any other policy that covers the same risks as the policies taken out pursuant to paragraphs a) and b) above, the latter shall be considered as primary insurance and be activated first.

Notwithstanding the foregoing insurances, the Provider may take out such supplementary policies as it deems necessary for the full coverage of its interests and liabilities under the Contract.

22.2.2. Before work begins, the Supplier shall provide ENEL with a signed copy of the policy certificates required in the Clause above as well as irrefutable proof, issued by the insurer, that the premium has been paid. This control will remain in effect for the entire term of the Agreement. Failure to provided these policies or certificates shall entitle ENEL to terminate the Contract for reasons attributable to the Supplier.

22.2.3. Any difference arising in the payment of compensation, whether due to excesses and/or overruns in any of the policies taken out shall be borne by the Supplier, in order to proceed with the performance of the Contract. If the incident is totally or partially attributable to ENEL, ENEL will reimburse the Supplier for the amount of the excess paid by the latter in proportion to its liability.

22.2.4. Compliance with the foregoing clauses shall not relieve or limit the Supplier from its liabilities under the other clauses of the Agreement.

22.2.5. The Supplier shall provide notification as soon as possible, and no later than seven (7) calendar days from becoming aware of the incident, of any event that may give rise to a claim under the insurance policies taken out.

## **23. SUSPENSION, WITHDRAWAL AND TERMINATION.**

### **23.1 Suspension.**

23.1.1. If, for any reason, ENEL deems it necessary or is obliged to suspend all or part of the performance of the Contract, it will notify the Supplier in writing, explaining the reason and providing an estimate of the duration of such suspension. The suspension shall be effective as of the date indicated in the notification. The Supplier shall, from that date onwards, cease all activities and store and maintain the data or information related to the work performed up until then, without prejudice to all other obligations arising from current legislation and/or established in the Contract.

23.1.2. ENEL shall notify the Supplier in advance of the resumption of activities in writing, and such communication shall take place before the date specified therein. The period of time remaining for the completion of the suspended part of the Contract's performance shall begin once again from that date. The Supplier shall be entitled to receive payment, as defined in the Contract, for work or delivery already performed. Payment for the part of work or delivery at an advanced stage at the time of notification, and not provided for in the Contract, shall be negotiated between the Parties.

23.1.3 If the suspension is due to non-compliance or for reasons attributable to the Supplier, the Supplier shall bear all costs and expenses incurred by ENEL due to the suspension.

### **23.2 Withdrawal.**

23.2.1 ENEL may withdraw from the Contract at any time and regardless of the performance of the activities under the Contract.  
Contract.

23.2.2 This withdrawal shall be communicated by ENEL in the form of an official notification, providing details of the activities that must be completed and those that must be immediately stopped by the Supplier. The activities completed successfully by the Supplier up until the effective date of withdrawal shall be paid at the prices established in the Contract.

23.2.3 Disrupted activities and those yet to be performed will be subject to reimbursement of the documented expenses for the obligations already assumed, when these are not revocable without economic consequences, or to reimbursement of the documented value of the aforementioned consequences, whichever is more beneficial to ENEL.

23.2.4 The Provider may withdraw from the performance of the Contract in accordance with the provisions of the law applicable to the Contract.

23.2.5 Even in case of withdrawal, the confidentiality obligations established in these General Terms and Conditions and in the Contract shall remain in force.

### **23.3. Resolution.**

23.3.1 ENEL may terminate the Contract in the cases contemplated by law and/or in the cases stipulated in the Contract and/or in the following cases, where there is a cause that prevents or significantly adversely affects the proper execution of the Contract:

- a) death of the Supplier, if it is a natural person, or, for both Parties, a change in its capacity that prevents, hinders or substantially modifies the performance of the Contract.
- b) dissolution, transformation, spin-off, merger, takeover, capital reduction, essential change of corporate purpose or significant changes in the control or management bodies of the Supplier, in the event that such changes have a negative impact on the execution of the Contract or contravene ENEL's regulations on ethical conduct.
- c) reduction in the economic or financial capacity or solvency and/or credit risk of the Supplier, disposal of all or part of the Supplier's assets and/or business, as well as the cessation or threat of cessation of its activity or other legal or any other difficulty, adversely affecting the Supplier's performance of its obligations under the Contract.
- d) interruption or suspension by the Supplier of the execution of the Contract, except if it occurs due to force majeure or due to a duly accredited cause attributable to ENEL.
- e) the Supplier reaches the maximum penalty amount provided for in the Contract or in the event that a delay or any other breach by the Supplier frustrates the proper performance of the Contract.
- f) inability of the Supplier to obtain, in a timely and complete manner, any certificates, authorisations, licences and/or approvals required for the proper performance of the Contract in relation to its own products or activities or any loss thereof while the Contract is in force, except should this occur as a result of force majeure or due to a duly proven cause attributable to ENEL.
- g) inability of the Supplier to remedy non-compliance with the relevant Technical Specifications and/or in the event of repetition of errors or defects or non-compliance with the instructions provided by ENEL.
- h) inability to perform or non-compliance by the Supplier with the purpose of the Contract or any of the requirements or precepts of the law applicable to the Contract.
- i) breach of obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the Agreement and applicable law.
- j) discovery, at any time once the Contract has been entered into, of any omission or lack of accuracy of any information or statement offered by the Supplier in relation to the fulfilment of its legal, economic, financial, technical or contractual conditions.
- k) breach of the purpose of the Contract for reasons attributable to a representative of the Supplier, or to any person appointed by the Supplier, and/or non-payment of compensation for damages caused to any person or property.
- l) refusal of the Supplier to start to perform the Contract except should this occur on account of force majeure or for a duly accredited cause attributable to ENEL.
- m) the refusal of the Supplier, unless on account of force majeure or for a duly accredited cause attributable to ENEL, to resume performance of the Contract suspended by ENEL (for any reason), when ENEL has asked for it to be resumed.
- n) the performance by the Supplier of acts or omissions that are harmful to ENEL's image.
- o) actions, omissions, conduct or situations relating to the Supplier that may pose a risk to ENEL's reputation and that may lead to the deterioration of ENEL's confidence in the good repute and integrity of the Supplier, and in its reliability for the execution of activities in accordance with the provisions of the Agreement.
- p) loss of any of the approval requirements established (as applicable), in relation to the conclusion and performance of the Contract.

q) when ordered by any administrative or judicial authority.

r) any other breach by the Supplier that may materially and adversely prevent or affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a ground for termination.

23.3.2 For the cases indicated above, ENEL may, by means of written communication (or in electronic form, where permitted under the Contract), terminate the Contract immediately or grant the Supplier a period of time in which to remedy its breach of contract. If the Supplier fails to remedy such breach within the period granted, the Contract will be automatically terminated. In any case, ENEL may additionally claim compensation for any loss or damage suffered.

23.3.3 In case of the termination of the Contract for reasons attributable to the Supplier, ENEL shall be entitled to anything already produced by the Supplier, in whole or in part, or delivered, upon payment of the relevant prices, where provided for in the Contract.

23.3.4 In the event of non-compliance by the Supplier, ENEL may, without prejudice to the right to apply penalties or take legal action in relation to its right to compensation for damages, take the following measures:

a) suspend outstanding payments to the Supplier to fulfil contractual obligations to third parties arising from the Supplier's non-performance of the Contract.

b) enforce any financial guarantee provided by the Supplier.

## **24. FORCE MAJEURE.**

24.1. Neither Party shall be liable for any breach of its contractual obligations should the performance of said obligations be delayed or prevented by force majeure, as defined in Article 1105 of the Spanish Civil Code and in the applicable case law.

24.2. The following may not be invoked by the Supplier as a cause of Force Majeure:

- a. Meteorological conditions or phenomena that could have been reasonably foreseen and whose negative effects on the performance of the Contract could have been avoided in whole or in part by the Supplier.
- b. Physical conditions of the place of performance of the Contract, which are sufficiently known and accepted by the Supplier.
- c. Delays or failures that could have been foreseen, avoided or remedied in advance, in obtaining material or human resources for the execution of the Contract.
- d. Technical, economic or financial difficulties of the Supplier.
- e. Strikes or labour disputes of the Supplier, unless such strikes or disputes are of a national or sectoral nature.

24.3. The Party whose performance of the Contract is affected by events that it considers to be a cause of Force Majeure shall notify the other Party in writing as soon as possible, and always within a maximum period of five (5) calendar days from the day on which the Party became aware of the aforementioned facts. In that notification:

1. the causal events and the circumstances in which they occurred shall be identified.
2. It will detail the estimated duration of the situation.
3. The contractual obligations affected and the measures to be taken to reduce, where possible, the negative effects of these events on the performance of the Contract shall be listed.
4. The supporting documents in relation to the causal events for consideration of the force majeure shall be attached.

24.4. The other Party shall respond in writing, accepting or not the cause in a reasoned manner, within a maximum period of ten (10) calendar days after receipt of the aforementioned notification. If the notified Party fails to reply within the period indicated, it shall be deemed to have accepted the cause provided.

24.5. The fulfilment of the obligations affected by Force Majeure will be suspended for the duration of such cause, without any compensatory consequences between the Parties or an increase in the price of the Contract. Contractual obligations not affected by Force Majeure must continue to be performed in accordance with the deadlines and contractual terms in force prior to the occurrence of the aforementioned event.

24.6. After the cessation of the cause of Force Majeure, the Parties shall agree either on the extension of the contractual deadlines, or on the necessary measures that may be taken to recover, in whole or in part, the time lost in order to maintain, if possible, those deadlines. The Parties shall take all reasonable measures within their power to ensure that the performance of all obligations of the Contract affected by Force Majeure is resumed under the best conditions and with the least delay, after the cessation of the aforementioned cause.



24.7. If, on account of force majeure, the performance of the Contract is substantially affected and suspended for more than one hundred and eighty (180) calendar days, or it can be demonstrated that its performance has been rendered impossible, either Party may request the dissolution of the Contract, without either Party retaining any right to compensation.

## **25. LEGAL-LABOR OBLIGATIONS.**

### **25.1. General aspects.**

25.1.1. The Supplier shall properly comply, to the full extent, with the applicable labour, legal or collective bargaining and occupational health and safety regulations, pursuant to the Contract and the applicable legislation. The Supplier's compliance with this obligation is considered essential for the proper completion of the Contract; with this in mind, failure to comply shall represent valid grounds for the termination of the Contract at the request of ENEL, notwithstanding any compensation for damages to which ENEL may be entitled.

25.1.2. As ENEL may be legally liable, directly, jointly or subsidiarily, for certain breaches of the law by the Provider:

- 1) ENEL shall verify and check the Provider's compliance with its legal obligations to this end.
- 2) The Supplier undertakes to make available to ENEL, in the manner and with the periodicity determined by ENEL, the information and documentation that proves compliance with its legal obligations.

25.1.3. This information and documentation shall be provided in the manner and using the physical or electronic media determined by ENEL at any given time, with a preference for digital delivery methods. ENEL will endeavour to provide the Supplier with the most effective means possible to enable it to comply with these obligations, either through its own or third-party systems and resources. ENEL reserves the right to entrust third-party companies with the verification and accreditation of compliance of the Supplier's documentary obligations in the field of employment law, occupational hazard prevention and related matters. The Provider shall be informed of all such matters in an adequate and detailed way; and, in the event of changes, it shall be provided sufficient notice to comply with them.

25.1.4. Failure by the Supplier to provide the documentation at the time established by ENEL may, at ENEL's discretion, hinder the performance of the Contract, in whole or in part, both at ENEL's facilities and at those of its customers. Should this be the case, ENEL may terminate the Contract and/or demand compensation from the Supplier for the damages caused.

25.1.5. ENEL reserves the right to carry out, with its own or third-party resources, audits to verify the Supplier's compliance with the labour and occupational health and safety obligations for which ENEL may be held directly liable, jointly or subsidiarily in the event of non-compliance by the Supplier. These audits may be performed both at ENEL's facilities and at the Supplier's own facilities, and the Supplier shall be notified at least seventy-two (72) hours before they are due to be performed. ENEL may also carry out on-site inspections, at the place where the contracted activities are carried out, to examine the Supplier's compliance with its occupational health and safety obligations. These inspections may be performed by ENEL, using its own or third-party resources, at any time, provided that they are relayed to the person in charge of the Supplier's service at the same time. The Supplier undertakes to collaborate proactively and diligently, and to facilitate the activities to be carried out by the persons designated by ENEL, as well as to make available to them all the information and documentation necessary to accredit the points subject to verification and audit.

25.1.6 The Supplier is responsible for and guarantees the authenticity of the documentation, and the veracity and accuracy of the information required, both initial and periodic, as well as that which may be requested in the course of the audits. Failure by the Supplier to comply with this obligation shall entitle ENEL to terminate the Contract and/or to demand compensation from the Supplier for damages.

### **25.2. Incompatibilities.**

25.2.1. The Supplier hereby undertakes, unless prior and express authorisation is obtained from ENEL, to refrain from using, in the performance of the Contract, the services of persons in active employment or who have left ENEL Group companies on retirement, early retirement or equivalent mechanisms, either directly, through an entity with which it has an employment, commercial or ownership relationship, or through third parties.

25.2.2. Nor may any person who is active, retired, or with an employment contract terminated or suspended due to early retirement or equivalent mechanism in relation to ENEL hold the status of director or majority shareholder of the Supplier, unless expressly authorised by ENEL.

25.2.3. Failure to comply with any of these obligations shall constitute a valid reason for ENEL to terminate the Contract and/or to seek compensation from the Supplier, accordingly.

### **25.3. Occupational health and safety.**

#### **25.3.1. Regulatory compliance.**

The Supplier shall comply with the occupational risk prevention regulations and any other current legal or conventional regulations, which regulate the adoption of preventive measures in the workplace or that could lead to them in this area.

#### **25.3.2. Organization of work.**

The Supplier is required to organise the work and the health and safety of its workers, required for the performance of the contracted service, and in cases where it needs to acquire materials and/or work equipment. The Supplier shall appoint a representative from its organisation, with demonstrated knowledge, for the purpose of directing, supervising and coordinating with managers of other ENEL suppliers and subcontractors, as applicable, and in any case, with ENEL staff who are responsible for the organisation of work and occupational hazard prevention.

#### 25.3.3. Preventive organization.

The Supplier shall establish the form of preventive organisation, including Prevention Services, preventive resources and health care required by law and the Technical Specifications, as agreed in the coordination of activities or as caution would have based on the risks arising from the work performed to avoid occupational accidents.

#### 25.3.4. Provider Personnel.

The Provider guarantees the safety and protection of the workers in its service in all aspects related to the work. To that end, and within the framework of its sole responsibility, it must take the necessary measures in terms of risk assessment, preventive planning, training and information on risks, action in the event of an emergency or serious and imminent risk, and monitoring the health of the personnel in its service and any other measures that may be necessary.

#### 25.3.5. Coordination of activities.

As the Supplier will provide the service at its facilities and will only visit ENEL's facilities on specific occasions for follow-up meetings in relation to the contracted activity or similar activities, it shall not be necessary to coordinate activities. The Supplier's personnel will only have to receive, when entering an ENEL building or workplace, information regarding the evacuation plan in the event of an emergency.

#### 25.4. Information and documentation that the Supplier must provide to ENEL.

25.4.1. ENEL will ask the Supplier for the information and documentation it deems necessary to verify the correct compliance by the Supplier with the legal obligations that may generate liability on the part of ENEL. The list of documents that ENEL will require in general and as indicated below is not exhaustive and may be subject to change by ENEL in the event of legislative or policy changes to this end, with the sole requirement of notifying the Supplier one (1) month in advance of their entry into force.

25.4.2. ENEL, bearing in mind the type of activity or risk associated with the service covered under the Contract, may decide that the documentation to be provided by the Supplier is as listed in this section or focussing on specific aspects.

25.4.3. On the other hand, in certain cases in which the type of service provided by the Provider may be considered to be more dangerous or when there is specific legislation, ENEL may request the Provider to provide additional documentation to that referred to in the following subsections.

25.4.4. When the Supplier has recently provided certain documentation or information in any other tender or for another contract in force entered into with ENEL, and this remains valid and complies with the requirements of the new tender or Contract, there will be no need to provide it again, although the Supplier shall be required to indicate the reference of the tender or Contract it was originally provided for.

25.4.5. Any failure by the Supplier to comply with its obligations to properly submit the documentation required in this section in a timely manner shall constitute just cause for termination of the Contract at ENEL's request, notwithstanding any applicable compensation for damages to which ENEL may be entitled.

#### 25.4.6. Generally speaking, this applies to self-employed workers with employed workers.

##### A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:

1. Supplier's authorisation for ENEL to obtain certification accrediting that it is up to date in the payment of Social Security contributions, issued by the General Social Security Treasury (article 42 of the Workers' Statute), for a minimum period equivalent to the duration of the Contract.
2. Civil liability and third-party damage insurance with the coverage established by ENEL, and receipt accrediting the payment of the corresponding premium.
3. Certification from the Tax Agency certifying that the Supplier is up to date with the payment of taxes (article 43.1.f) of the General Tax Law).
4. Appointment of the Supplier's representative before ENEL.

##### B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:

1. List of the workers assigned to the execution of the Contract, indicating for each of them: name and surname(s), tax identity number, national insurance number, place/workplace where they are going to provide services, professional category or job position, as applicable, if the worker will be exposed to particularly high risks. This document will be updated each time there is an incorporation or termination of the workers assigned to the execution of the Contract.
2. The Supplier's authorisation for ENEL to consult with the General Treasury of the Social Security to verify the affiliation or registration of each worker that the Supplier employs to perform the services corresponding to ENEL's own activity or who provide services on a continuous basis at ENEL's facilities, for a minimum period equivalent to the Contractual Term.
3. ITA report (report issued by the General Treasury of the Social Security for workers registered in a contribution code). When, after the start of the execution of the Contract, new workers are incorporated (whether or not they are newly hired), the Supplier will provide a new, duly updated ITA Report. In relation to new recruits, the Supplier may submit, instead of the ITA Report and at their discretion, a document demonstrating that each worker is registered with the General Social Security Scheme, form TA-2.

The aforementioned documents will be updated each time there is an incorporation or withdrawal of the workers assigned to the execution of the Contract.

No worker may access or remain at ENEL's facilities if they are not registered with the General Treasury of the Social Security, and the Supplier shall be liable for any damages that ENEL incurs as a result of the Supplier's failure to comply with this obligation.

4. Supplier's statement of responsibility in which it declares and guarantees:
  - that it has current medical certification of the fitness of all workers assigned to the Contract to perform the specified work,
  - that it has copies of acknowledgement from all the workers assigned to the Contract of having received information on the occupational risks at the ENEL facility where will carry out their activity as well as information about the risks and prevention measures associated with their job,
  - that all workers assigned to the Contract have theoretical-practical training specific to the job they are going to carry out; and that the contractor/subcontractor has individual certifications to accrediting the foregoing, with the validity period determined in each case by legislation and updated, at least, every three (3) years,

The Supplier is required to have duly filed the documentation accrediting all points expressed in its Statement of Responsibility. This may be subject to examination and verification by ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

**C. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:**

1. On a quarterly basis, the Statement of Responsibility in relation to compliance with salary payment obligations concerning all workers assigned to the performance of the Contract. The Supplier hereby guarantees compliance with this obligation, as well as it being in possession of the supporting documentation; this may be subject to examination and verification by ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.
2. On a quarterly basis, Social Security Contribution Bulletin, form TC1, the settlement of contributions in relation to all workers assigned to the performance of the Contract; as well as proof of their payment.
3. Quarterly, Social Security Contribution Bulletin, form TC2, nominal list of workers.
4. Annually, Certification from the Tax Agency certifying that the Supplier is up to date with the payment of taxes (article 43.1.f) of the General Tax Law).
5. Depending on the frequency of the duty to pay the premium, supporting document that it is up to date with the payment of the Third-Party Liability Insurance and Third-Party Damages Insurance.

**25.4.7. Self-employed workers with no employees.**

**A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:**

1. Document accrediting that you have paid the contribution to the Special Scheme for Self-Employed Workers of the Social Security for the month immediately prior to the submission of your offer. Alternatively, where applicable,

Document accrediting registration in the Special Scheme for Self-Employed Workers of the Social Security in the month in which the offer is submitted.

2. Civil liability and third-party liability insurance with the coverage established by ENEL and supporting document in relation to payment of the corresponding premium.

**B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:**

The Supplier is required to have duly filed the documentation accrediting all points expressed in its Statement of Responsibility. This may be subject to examination and verification by ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

**C. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:**

Depending on the frequency of the duty to pay the premium, supporting document that it is up to date with the payment of the Third-Party Liability Insurance and Third-Party Damages Insurance.

**25.4.8. Foreign workers.**

In the event that all the workers assigned to the execution of the Contract are foreigners:

**A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:**

1. Civil liability and third-party liability insurance with the coverage established by ENEL and supporting document in relation to payment of the corresponding premium.
2. Appointment of the Supplier's representative before ENEL.

**B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:**

1. In the case of workers who carry out their activity in Suppliers located in countries of the European Union, the European Economic Area or Switzerland:
  - a. Document accrediting registration in the Social Security of the country of origin and payment of contributions; form A1, or form that may replace it in the future.
  - b. European Health Insurance Card or its equivalent, depending on the legislation of the country of origin.
2. In the case of workers who carry out their activity in Suppliers located in countries outside the European Union, the European Economic Area or Switzerland:
  - a. Certificate of residence and work permit for workers from outside the European Union.
  - b. Health care document for temporarily posted foreign worker, in case of accident or illness (medical insurance or similar).
3. Likewise, the Supplier shall submit, with the corresponding scope and content, a nominal list of the workers assigned to the execution of the Contract, indicating for each of them: name and surname(s), tax identity number, national insurance number of the country of origin or equivalent, place/workplace where they are going to provide services, professional category or job position, as applicable, if the worker will be exposed to particularly high risks. This document will be updated each time there is an incorporation or termination of the workers assigned to the execution of the Contract.
4. Supplier's statement of responsibility in which it declares and guarantees:
  - that it has current medical certification of the fitness of all workers assigned to the Contract to perform the specified work,
  - that all workers assigned to the Contract have theoretical-practical training specific to the job they are going to carry out; and that the contractor/subcontractor has individual certifications to accrediting the foregoing, with the validity period determined in each case by legislation and updated, at least, every three (3) years,

The Supplier is required to have duly filed the documentation accrediting all points expressed in its Statement of Responsibility. This may be subject to examination and verification by

ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

**C. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:**

1. On a quarterly basis, the Statement of Responsibility in relation to compliance with salary payment obligations concerning all workers assigned to the performance of the Contract. The Supplier hereby guarantees compliance with this obligation, as well as it being in possession of the supporting documentation; this may be subject to examination and verification by ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.
2. Depending on the frequency of the duty to pay the premium, supporting document that it is up to date with the payment of the Third-Party Liability Insurance and Third-Party Damages Insurance.

Should the Supplier assign national and foreign workers to the performance of the Contract, the Supplier shall provide all the documentation listed in Clause 25.4.6., although, in relation to foreign workers, the provisions of Clause 25.4.8 shall apply.

**25.5. Additional information and documentation that the Supplier must provide to ENEL.**

25.5.1. ENEL requires access to specific data on the Supplier's activity and the circumstances of its performance, in some cases, for exclusively informative and statistical purposes, to respond to information requirements resulting from its participation in certain indexes and rankings in the field of Sustainability and Corporate Responsibility; and in other cases, arising from legal requirements under which ENEL is responsible as the main contractor before the authorities or the legal representatives of ENEL's employees. By way of example and not limitation:

- a. number of hours of work performed by the Supplier's employees in the Contracts (total, per Contract, per work site and per employee);
- b. number of Supplier employees classified by gender (male/female) performing their activity under the Contracts;
- c. employment category of workers with the Supplier (for an indefinite/temporary period; full-time/part-time; as applicable, self-employed);
- d. days worked by the Supplier's staff (estimate equivalent of full-time days employed (FTE)).

25.5.2. The Supplier has the obligation to provide, diligently and truthfully, the information required for these purposes in the manner and periodicity determined by ENEL. In turn, ENEL hereby commits to only asking the Supplier for information that is required for the purposes set out in paragraph one of this section, as well as to gather it in a format and by the least costly means possible for the Supplier.

25.5.3. In addition, after entering into the Contract and before the start of its performance, ENEL may ask the Supplier to provide a Statement of Responsibility indicating and guaranteeing that all workers assigned to the performance of the Contract have received training on environmental matters, have been informed of the environmental requirements applicable to ENEL and have assumed its environmental policy; as well as having the supporting documentation to demonstrate all of this.

25.5.4. The Supplier is required to have filed accordingly, in the personnel file of each of its employees, the documentation demonstrating all the points indicated in this Statement of Responsibility, which may be subject to examination and verification by ENEL at any time. Likewise, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

**26. RULES OF ETHICAL CONDUCT**

**26.1. General conditions.**

26.1.1. The ENEL Group, in the management of its business activities and relationships with third parties, complies with the provisions of its own Code of Ethics, the Zero Tolerance Plan Against Corruption and the Human Rights Policy. The Supplier, in the management of its business and relations with third parties, undertakes to comply with these principles or other equivalents. These principles, as well as the remaining Ethical Conduct Regulations, are available at [www.endesa.com](http://www.endesa.com).

26.1.2. The ENEL Group adheres to and acts in full compliance with the principles of the Global Compact, which aim to protect human rights, protect workers, protect the environment and fight corruption in all its forms.

26.1.3. The Supplier recognises the commitments assumed under ENEL's Code of Ethics and, in the management of its business and relations with third parties, hereby declares that it adheres to equivalent commitments and ensures that its employees and any third parties it engages with, in any capacity, for the purposes of the performance of the Contract, adhere to equivalent principles, in the performance of their activities and in their relationships with third parties, in the same way as they are adopted by ENEL.

26.1.4. The Supplier will comply with the Conventions of the International Labour Organization (ILO), and with the legal obligations on the prevention of child labor and the protection of women; equal opportunities; the prohibition of discrimination; abuse and harassment; freedom of association and representation; forced labour; safety and environmental protection; health and hygiene conditions, and guarantees that its employees and third parties who collaborate with it, in any capacity, for the purposes of the execution of the Contract comply with the same principles and obligations.

26.1.5. The Supplier shall also comply with and ensure compliance by its collaborating third parties, in any capacity, for the purpose of the performance of the Contract, with the legislation in force regarding salaries, pensions and social security contributions, insurance, taxes, etc., in relation to all workers employed in any capacity in the performance of the Contract. In case of a conflict between the legislation in force and the ILO Conventions, the most restrictive regulations shall prevail.

26.1.6. Each of the Parties shall endeavour to avoid all forms of corruption. With this in mind, ENEL prohibits and the Supplier undertakes not refrain from using of any type of promise, offer or request for unlawful payment, in cash or in the form of any other benefit, to promote its relationships with interested parties. This prohibition extends to all its employees and managers and to third parties who collaborate with the Supplier, in any capacity, in the performance of the Contract.

26.1.7. The Supplier shall inform ENEL, to the best of its knowledge, having performed the corresponding checks, of any situations relating to its own employees and to collaborating third parties, in any capacity, for the performance of the Contract, that may make it impossible for it to comply with the obligations set out in this section and to inform ENEL of the plans implemented to remedy these circumstances.

26.1.8. ENEL reserves the right to perform monitoring and tracking activities in the form of inspections, audits and/or requests for documentation, aimed at verifying whether the aforementioned duties have been fulfilled, both by the Supplier and by any of its own employees and collaborating third parties, in any capacity, as part of the performance of the Contract. In such cases, the Supplier is required to provide ENEL with access to its facilities and to promptly provide the requested documentation, as well as to spare no efforts to ensure that collaborating third parties, in any capacity, for the purposes of the implementation of the Contract, do so too.

26.1.9. ENEL shall have the right to terminate the Contract and claim compensation for damages suffered for causes attributable to the Supplier, in cases where it is reasonably and sufficiently certain that the Supplier, its employees or third parties collaborating with it, in any capacity, for the purposes of the performance of the Contract, have failed to comply with any of the above principles and obligations.

## **26.2. Conflict of interest.**

26.2.1. During the execution of the Contract, the Supplier declares that it does not have any conflict of interest and undertakes to act in the interest of ENEL, avoiding situations that may cause a conflict of interest in relation to the activities to be carried out.

26.2.2. Throughout the duration of the Contract, the Supplier undertakes to adopt appropriate conduct to avoid the occurrence of conflicts of interest. In the event of any situation that may give rise to a conflict of interest, without prejudice to ENEL's right to terminate the Contract, the Supplier undertakes to notify ENEL promptly in writing and to comply with ENEL's reasonable instructions, which will be issued after consultation and assessment of the needs justified by the Supplier.

## **26.3. Honourability clause.**

26.3.1. By signing the Contract, the Supplier declares:

- a. be aware of the commitments made before ENEL S.p.A. and the companies it directly or indirectly controls (hereinafter "ENEL"), contained in the Code of Ethics, the Zero Tolerance Policy against Corruption and the Human Rights Policy, to uphold equivalent principles as they go about their business and in the management of relationships with third parties;
- b. not be subject to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal liberty, public order, or environmental crimes;
- c. not be subject to a criminal investigation in relation to any fact or matter, or to unlawful conduct that constitutes tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, or environmental crimes;
- d. be aware of and authorise, for the purposes of assessing its professional conduct pursuant to paragraphs b) and c), ENEL to independently acquire further information, at any time, taking into account the necessary existence of the Supplier's duties of loyalty.

26.3.2. The Supplier hereby undertakes to immediately inform ENEL and provide all relevant documentation to ENEL:

- a. in the case of knowledge of being subject to criminal proceedings as referred to in point b) of the previous paragraph;
- b. in the case of knowledge of being subject to a criminal investigation as referred to in point c) above.

ENEL reserves the right to analyze the aforementioned information at its discretion, for the purposes of evaluating the professional conduct of the Supplier.



#### **26.4. Health and Safety.**

26.4.1. ENEL does not allow any work to be carried out that compromises health and safety and/or environmental protection. Therefore, as established in the "Stop Work Policy", any situation of risk or unsafe behavior will determine the suspension of work and the restoration of health, safety and/or environmental protection conditions.

26.4.2. ENEL is firmly and constantly committed to promoting and consolidating a culture of health, safety and environmental protection. This commitment is detailed in the "Declaration of Commitment to Health and Safety", "Stop Work Policy" and the "Environmental Policy" which can be found at the following addresses:

<http://globalprocurement.enel.com>, in the "Other useful documents" section,

<https://globalprocurement.enel.com/documents/health-and-safety-documents>

and <https://corporate.enel.it/en/company/policy-environmental-enel>.

26.4.3. The Supplier recognises ENEL's commitment to promoting and consolidating a culture of health, safety and environmental protection, and undertakes to comply with the same principles, as well as to ensure that its own employees and third parties who collaborate with the Supplier, in any capacity, in the execution of the Contract, respect the same principles and provisions.

#### **26.5. Reputational risk.**

26.5.1 ENEL may terminate the Contract and claim the corresponding compensation for damages caused by the Supplier's failure to meet the honesty requirements, in the event of Supplier's completely or partial failure to deliver on the honesty requirements assumed when entering into the Contract, and in particular should the Supplier fail to comply with the Code of Ethics, the Zero Tolerance Plan against Corruption, the conflict of interests regulation and the Human Rights Policy established by ENEL, as well as the Principles of the United Nations Global Compact, all of which the Supplier hereby declares to be aware of and fully accept. ENEL may adopt the aforementioned measures should the Supplier perform or is involved in any action, omission, situation, transaction, statement, investment, etc. that may reduce or damage ENEL's confidence in the integrity and competence of the Supplier and that may therefore negatively influence ENEL's image and reputation, and/or affect the proper functioning and performance of the Contract.

#### **26.6. Supplier Code of Ethics.**

26.6.1 Alternatively, if the Supplier has its own Code of Ethics and its own anti-corruption and human rights policies, ENEL may, at its sole discretion, recognize such documents as long as they refer to principles considered similar to those set out in ENEL's counterpart documents.

### **27. INTERNATIONAL SANCTIONS AND EXPORT CONTROL DECISIONS.**

27.1. Each Party represents and warrants before the other that, as of the effective date of the Agreement, none of them, to the best of their knowledge, upon due investigation, nor any of their officers, members of their governing body, shareholders with a holding of at least five percent (5%) in any of the Parties or in any company in which any of the Parties holds at least a fifty percent (50%) interest or is otherwise controlled, or under common control of, the final parent company, are:

- (i) subject to sanctions, or
- (ii) engage in any activity or have previously engaged in any activity that may create exposure to sanctions. "Sanctions" shall be understood as meaning all applicable economic or financial sanctions or trade embargoes imposed or enforced on the basis of laws, regulations, executive orders, restrictive measures or other related regulations imposed or publicly notified by
  - a) the United Nations;
  - b) the European Union;
  - c) the government of the United States, including those administered by the Office of Foreign Assets Control of the US Department of the Treasury;
  - d) Her Majesty's Treasury of the United Kingdom; or
  - e) the Republic of Italy.

27.2. Each Party shall fully comply with all legal requirements relating to sanctions as regards their implementation of the Contract.

27.3. Each Party shall endeavour to maintain in force and enforce the policies and procedures designed to avoid the enforcement of any sanction and to promptly notify the other Party in writing of the filing of any proceedings that may lead to the imposition of a penalty and, in any case, the enforcement of any penalty for the entire Term of the Contract.

27.4. In addition, the Supplier declares that to the best of its knowledge, after due investigation, third parties who collaborate with it, in any capacity, in the execution of the Contract are not subject to any penalty, and shall immediately communicate in writing, in accordance with the "COMMUNICATIONS" clause of these General Conditions, to ENEL any circumstance of which it becomes aware regarding the application of any sanction, throughout the Term of the Contract, against such third parties.

27.5. ENEL may terminate the Contract, upon seven (7) calendar days' written notice, in the event that the Supplier or any of the third parties collaborating with it, in any capacity, in the execution of the Contract are subject to a sanction during the term of the Contract, or if the Supplier provides misleading statements under this clause. Only in the latter case will the Supplier indemnify and hold ENEL harmless for any related damage, loss, cost or expense.

27.6. In such cases of termination, the Parties may negotiate in good faith to mitigate, insofar as possible, any losses or damages in connection with or arising from the sanctions, within the notice period of the termination. In the absence of such an agreement, within seven (7) calendar days from the notice of termination, the Contract shall be automatically terminated, notwithstanding any other remedies that may be available under the Law or the Contract.

## **28. PROCESSING OF PERSONAL DATA**

### **28.1. Legal privacy notice in relation to the personal data that the Parties process to achieve the objectives of the**

#### **Contract.**

28.1.1. For all definitions relating to personal data, reference is made to the terms and definitions contained in Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") as well as to any other legislation currently in force.

28.1.2. The Parties are hereby informed that personal data is acquired from one another during the performance of the Contract and are processed for the management and performance of the Contract, or to comply with the applicable rules as independent Data Controllers. Personal data will be collected and processed using automated means and/or on paper forms, will be kept for the entire term of the Contract and, after its termination, will be kept for a period not exceeding the periods provided for by applicable law.

28.1.3. In relation to the personal data collected by each Data Controller, for the purposes of formalizing, managing and executing the Contract, it is stated that:

- The Data Controllers are each of the Parties;
- The data subject is the natural person participating in the award procedure (participants, representatives and professionals) whose personal data is processed for the purposes of the establishment, management and performance of the Contract (hereinafter, "the Data Subject");
- The personal data processed may be communicated to third parties, e.g. to companies under the management and coordination of or linked to each Party, or to other third parties. Each Data Controller may appoint third parties as Data Processors;
- Personal data will be kept only for the time necessary to achieve the purposes related to the execution of the Contract and, in any case, will be deleted six (6) years after the signing of the Contract;
- Data Subjects are authorised to exercise the rights set out in Articles 15 to 22 of the GDPR (right to access the personal data collected, request its rectification, portability or erasure, request to limit data processing relating to them or purpose), where applicable, by contacting each Data Controller;
- Interested parties may file complaints with the Spanish Data Protection Agency, C/ Jorge Juan, 6, 28001- Madrid, [www.aepd.es](http://www.aepd.es);
- Each Data Controller shall appoint a Data Protection Officer (hereinafter referred to as "DPO") in accordance with Article 37 of the GDPR, the contact details of which can be found on the Data Controller's website.

### **28.2. System Administrators.**

28.2.1 If, as part of the performance of the Contract, the personnel employed by the Supplier and/or the Sub-Processor responsible for processing ENEL's personal data, perform functions attributable to a "System Administrator", as the professional responsible for the management and maintenance of a computer system or component, the Supplier hereby undertakes and guarantees that any Sub-processor shall:

- To formally designate such persons;
- Provide System Administrators with specific instructions for the performance of assigned duties and conduct appropriate training activities, including in relation to the protection of personal data;
- Provide, at ENEL's request, the list of System Administrators appointed by the Supplier and, where applicable, by the Subcontractors;
- If the Supplier and Subcontractors use their own electronic systems and files, adopt appropriate systems for the recording of logical access (computer authentication) by their System Administrators and provide ENEL with a copy upon request.

### **28.3. Appointment of the Provider as Data Processor (where applicable).**

28.3.1. In cases where the Supplier is required to process personal data on behalf of ENEL, by entering into the Contract and for its entire duration, ENEL, as the Data Controller (hereinafter, the "Data Controller" or "Controller"), appoints the Supplier, who hereby accepts, as the Data Processor (hereinafter, the "Data Processor" or "Processor"), pursuant to and for the purposes set out in Article 28 of the GDPR.

28.3.2 If the Data Processor is a Temporary Joint Venture (hereinafter, "UTE") or a Consortium, the member companies of the aforementioned Joint Venture or Consortium shall be considered as Data Processors. The Joint Venture or the Consortium shall undertake to send the letters appointing the Data Processor to the participating companies and implementing companies, which must reach ENEL, filled in and signed accordingly for acceptance by the participating companies and implementing companies. The Joint Venture or the Consortium shall inform the participating companies and implementing companies of the obligations assumed under this Clause.

28.3.3. The Data Processor undertakes to comply with the personal data processing operations in compliance with the obligations imposed by the GDPR and the instructions indicated by ENEL, which it will follow in full compliance with the obligations set out in the GDPR, as well as the aforementioned instructions.

28.3.4 The Parties agree that the Data Controller has the unilateral right to terminate the Contract if the Provider fails to comply with the obligations set out in this clause.

#### **28.3.5 Obligations and Instructions.**

28.3.5.1. The Supplier, based on its declared experience, capacity and reliability, has provided an adequate guarantee of full compliance with the applicable data protection regulations and the GDPR. Their duties and responsibilities are defined as follows:

a) Only process personal data pursuant to the instructions provided by ENEL, as set out in Annex 1, indicating the type of data processed and the categories of Data Subjects; if the Processor considers that such instructions are in breach of the provisions of the GDPR or the data protection legislation of any of the Member States of the European Union, the Processor shall immediately inform the Data Controller;

b) Appoint employees or collaborators responsible for performing any operation, including mere consultations, in relation to the processing of personal data for which ENEL is the Data Controller (hereinafter, "Authorised Persons"). To this end, it must ensure that the Authorised Persons are committed to confidentiality or have an appropriate legal duty to preserve confidentiality. You must also ensure that such Authorised Persons are adequately trained on the principles relating to the protection of personal data;

c) Send ENEL the Self-Certification in relation to the appointment of Authorised Persons responsible for processing personal data (Annex 2). In addition, it will provide the list of Authorized Persons who must be approved to operate directly or indirectly on ENEL's systems. The Supplier shall be responsible for informing the Data Controller of the termination of the employment relationship or of the existing assignment within a maximum period of five (5) calendar days from the event, in such a way that the Data Controller can immediately revoke the system authorisations issued;

d) The Supplier shall adopt the security measures provided for in Article 32 of the GDPR, as well as any other preventive measures based on industry best practices, designed to prevent the unauthorised processing of personal data or processing that is not in line with the purposes pursued by the Agreement. Furthermore, the Supplier shall regularly verify the suitability of these measures to ensure that they are appropriate to the risk associated with the processing of data, promptly reporting any personal data breach, as well as performing all impact assessments to ensure the confidentiality and security of the personal data and minimise the risks of accidental destruction or loss thereof;

e) Implement any other security measures that ENEL considers necessary to prevent the breach of personal data, in particular the security measures outlined in the Annex to the Contract;

f) Provide all the necessary information for ENEL to comply with its duty to respond to the Data Subject's request in the exercise of their rights; (i) access, rectification, erasure and opposition, (ii) limited processing, (iii) data portability, (iv) unless they are subject to automated individual decision-making (including profiling). To this end, when the interested parties exercise these rights before the Data Processor, the latter must notify them by email to the following address: [ENDESAprteccióndedatospersonales@enel.com](mailto:ENDESAprteccióndedatospersonales@enel.com). The communication must be made immediately and in no case later than the working day following receipt of said request, together with, where appropriate, all the information that may be relevant to the resolution of the request;

g) Support ENEL in ensuring the fulfilment of its tasks, as provided for in Articles 32 to 36 of the GDPR, taking into consideration the nature of processing and its role as the Controller;

h) Upon termination of the Contract, it will return and/or delete, providing notification, all personal data in its

possession in connection with the performance of the Contract, with the exception of personal data that it is required to store, inter alia, for purposes related to: (i) legal obligations; (ii) exercising or defending legal claims. ENEL also reserves the right to request the cancellation/return of data processed before the termination of the Contract by notifying the Supplier in writing;

i) Provide ENEL with all the necessary information to demonstrate compliance with the requirements of the GDPR by participating in review activities, including inspections, performed by ENEL or another party appointed by ENEL;

j) In the event of an actual or suspected security breach of personal data, immediately notify ENEL by email and, in any case, within forty-eight (48) hours of becoming aware of the event. In all cases, without undue delay, providing all the relevant information for the documentation and communication of the incident. The communication shall contain at least the following information:

Description of the nature of the personal data breach, including where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records affected.

b.- Name and contact details of the DPO or other contact point where further information can be obtained. c.-

Description of the possible consequences of the personal data security breach.

d.- Description of the measures taken or proposed to remedy the personal data breach, including, if applicable, the measures taken to mitigate the possible negative effects.

If it is not possible to provide all the information simultaneously, it shall be provided gradually and without undue delay.

k) Pursuant to Article 30 of the GDPR, keep a record of processing activities performed on behalf of the Controller.

l) Maintain a duty of confidentiality with respect to the personal data to which it has had access under the Contract, even once its performance is complete;

m) Refrain from communicating data to third parties unless expressly authorised by the Controller and under the legally permitted circumstances. However, the Processor may provide access to personal data to other (Sub)Processors following the instructions provided by the Controller. In this case, the Processor will identify, in advance and in writing, the data that may be accessed and the applicable security measures;

n) Provide the Controller, on an annual basis, with a list of the places from which the personal data under the Contract is processed and stored;

o) When the personal data is collected, provide data subjects with information relating to the processing of their personal data. The wording and format will be agreed upon and provided by the Data Controller;

p) Allow the Controller to perform periodic controls or inspections to ensure compliance with the obligations provided for in the Contract, as well as audits or inspections being performed by the Data Controller or, where applicable, by another auditor authorised by the Controller;

q) Promptly remedy the issues raised in any audit report to reasonably satisfy the requirements of the Data Protection Officer, who has the right to conduct a follow-up audit on the aspects in relation to which deficiencies have been discovered concerning the established conditions;

r) It shall ensure the necessary training on the protection of personal data for persons authorised to process personal data.

28.3.5.2. The Parties hereby commit to transferring personal data to a third country or international organisation outside the European Union solely subject to the requirements and conditions established in Articles 45, 46, 47 and 49 of the General Data Protection Regulation, following the appropriate assessment of the specific circumstances for transfers performed by ENEL (DTIA). In the event that ENEL deems it appropriate as a result of such assessment, the Supplier undertakes to sign the Standard Contractual Clauses, defined by the decision of the European Commission in force at the time of signing the Contract.

28.3.5.3. The Provider may not process personal data for purposes other than those defined for the performance of the Contract. Specifically, when not necessary as part of the performance of the Contract, the Supplier may not, for example, but not limited to, undertake the mass extraction of personal data, make copies, displays and/or screenshots, photos, videos of personal data, including through the use of "RPA - Robotic Process Automation" (or "automated systems"), unless necessary for the performance of the Contract or unless it has obtained prior authorisation from ENEL.

28.3.5.4. If any Supervisory Authority: (i) makes contact with the Processor regarding its systems or any

personal data processing performed by the Processor in relation to the subject matter of the Contract, (ii) conducts or informs the Processor of its intention to conduct an inspection in relation to the processing of the personal data under the Contract, or (iii) adopts or reports its intention to take any regulatory action alleging improper or inappropriate practices related to any personal data processing performed by the Processor, the latter must immediately notify the Data Controller and subsequently provide them with all information relating to such actions, to the extent permitted by the applicable regulations.

#### **28.3.6. Compensation and liability.**

28.3.6.1. Without prejudice to the liability and indemnity to be assumed by the Processor under the terms established in this Agreement, the Processor shall, in accordance with Article 82 of the GDPR, be liable in any case for any damage caused by the processing of the data, as a result of the breach of the Agreement or of the aforementioned requirements and obligations or if it has acted differently or contrary to the instructions of the Controller. Without prejudice to the provisions of the preceding paragraph, if the Processor is unable to comply with the instructions given by the Controller for any reason, it shall inform the Controller without delay of its inability to comply with them.

28.3.6.2. Pursuant to Article 28(4) of the GDPR, the Supplier shall remain fully liable before Enel for any non-compliance or incorrect performance of the obligations set out in this clause, including on behalf of any of its subcontractors.

28.3.6.3. If the Processor or any of its employees fail to comply with any of the obligations relating to the processing of Personal Data identified in this Agreement or in the GDPR, the Controller may claim additional compensation from the Processor proportional to the damage caused.

28.3.6.4. The Controller shall be held harmless from any liability in the event that it is demonstrated that they are not responsible for the damages caused.

28.3.6.5. If the Controller or the Processor has paid compensation for the damages caused, they shall retain the right to claim the proportional amount corresponding to the damages caused by the other party.

28.3.6.6. Notwithstanding the right of the Parties to object, when an administrative penalty or fine is imposed on the Controller under the terms of the applicable data protection legislation, for actions attributable to or caused by the Processor, the Processor shall hold the Controller harmless and cover the full amount of such fine. If the Processor is partially responsible, the compensation payable to the Controller shall be proportionate to the responsibility of the former.

28.3.6.7. In the event of any complaint brought against the Processor or the Controller by a data subject or any entity referred to in Article 80 of the GDPR in connection with a complaint submitted under the terms of the GDPR, the Parties undertake to assist each other in the defence of such a claim. In this regard, both Parties have the right to disclose the details of this Clause, the processing of the data and the instructions of the Controller to their lawyers, as well as to courts and bodies, for the sole purpose of defending themselves against such claims.

28.3.6.8. In order to avoid discrepancies between the Parties, no limitation of liability shall apply to the processing of personal data by the Processor in the provision of its services in the name or on behalf of the Controller.

#### **28.3.7. Duration.**

28.3.7.1. The appointment as Data Processor indicated above will be automatically revoked upon the termination of the contractual relationship, notwithstanding the provisions of Article 28.3.5.1. h).

#### **28.3.8. Sub-Processors**

28.3.8.1. For specific processing activities, the Supplier shall endeavour to involve other Data Processors from outside its own organisation in the performance of the Contract, who must be appointed as Sub-Processors (hereinafter, "Sub-Processors"). The Sub-Processors shall comply with the same obligations as those indicated in the Contract for the Data Controller and the Controller shall be responsible, in any case, before the Data Subject for any breach of the Sub-Processor's obligations.

28.3.8.2. The Data Controller shall previously communicate this fact in writing to the Data Subject, indicating the services and/or supplies, and processing that it intends to subcontract, clearly and unequivocally identifying the subcontracted company and providing its contact details (Annex 2). When entering into the Contract, the Subcontractors/Sub-Processors indicated by the Data Controller shall be considered as having been authorised to provide the services and to process personal data. If the Processor has a justified intention to change the list of Subcontractors/Sub-Processors, it must seek authorization from the Controller, in accordance with Annex 3, before appointing new Subcontractors/Sub-Processors. Annex 3 shall also be used to communicate to the Controller the updated list of Subcontractors/Sub-processors, even if any of them is excluded from the list.

28.3.8.3. Before making this communication, the Data Processor shall exercise due diligence to ensure that the Sub-Processor is able to provide the required level of data protection under the terms of the Agreement, and shall communicate the respective findings to the Data Controller, as well as the communication referred to above.

28.3.8.4. Before the activities covered under the Contract begin, and in any case before the start of the processing activities, the Sub-Processor, through the Supplier, shall send ENEL a list containing the names of its employees appointed as "Authorised Persons" for the processing of personal data for which ENEL is the Data Controller, with the Declaration of Self-Appointment (Annex 2).

28.3.8.5. The original Data Controller is responsible for regulating the new arrangement in such a way that the new Data Controller is subject to the same conditions (instructions, obligations, security measures, etc.) and subject to the same formal requirements to which it is subject, in terms of the appropriate processing of personal data and to guarantee the rights of the data subjects. In case of a breach by the Sub-Processor, the original Data Controller shall remain fully liable before the Data Subject for the breach of these obligations.

28.3.8.6. The Provider declares that the Sub-Processors will process personal data in countries belonging to the European Union or, if outside Europe, exclusively under the requirements and conditions set out in Articles 45, 46, 47 and 49 of the GDPR, after appropriate assessment of the specific circumstances of the transfer (DTIA). In the event that the Supplier deems it appropriate as a result of such an assessment, the Supplier undertakes to have the Sub-processor sign the standard contractual clauses defined by the decision of the European Commission in force at the time of conclusion of the Contract (Annex 4).

28.3.8.7. The Supplier hereby guarantees that the aforementioned appointment will be revoked at the end of the contractual relationship between ENEL and the Supplier or when terminated for any reason, notwithstanding the provisions of Article 28.3.5.1.h) above.

**28.4. Processing of the personal data belonging to employees of the Supplier who provide services or perform work on behalf of ENEL.**

28.4.1. Any personal data relating to the Supplier's employees and provided by the Supplier to ENEL to facilitate the performance of the Contract will be legally considered as shared data and only the data strictly necessary for the performance of the aforementioned provision will be communicated. This data will be used solely and exclusively to guarantee the performance of the Contract. In this regard, ENEL must strictly comply with all legal provisions, regardless of their rank, regarding the protection of personal data. ENEL undertakes to delete all personal data provided by the Supplier upon completion of the execution of the Contract.

**29. GOVERNING LAW AND JURISDICTION.**

29.1. The Contract and all matters that may arise between the Parties in relation to or in connection with it, shall be governed by and interpreted exclusively in accordance with Spanish Law, to which the Supplier and ENEL expressly submit.

29.2. The Parties, waiving any other jurisdiction that may correspond to them, expressly submit to the jurisdiction and competence of the Courts and Tribunals of Madrid (Capital) for the resolution of any controversy, question, incident or litigation that may arise in the interpretation, execution and fulfillment of the Contract, and that cannot be resolved amicably between ENEL and the Supplier.



## **ANNEX 1. DESCRIPTION OF THE PROCESSING OF PERSONAL DATA.**

With reference to the "Personal data processing" clause in the Procurement Conditions and with respect to the Contract ..... in particular to the appointment of ..... as Data Processor.  
The purpose of this Annex is to specify that such processing shall be for the following types of data and categories of data subjects:

### **A. Categories of personal data**

- Biographical data<sup>1</sup>
- Special personal data categories<sup>2</sup>
- Judicial data
- Financial and economic data<sup>3</sup>
- Data relating to contracts with customer (for example, POD, PDR)
- Contact data or access data<sup>4</sup>
- Profile Data
- Data in relation to identification documents<sup>5</sup>
- Geolocation data
- Statistical data ☐
- Other .....

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

- Trading partner
- Customers/potential customers
- Employees
- Suppliers' Employees
- Shareholders
- Minor
- Other .....

<sup>1</sup> for example, full name, residential address, email address, ID number, location data (e.g. mobile phone GPS function), IP address (Internet Protocol).

<sup>2</sup> include sensitive data, e.g. health status, habits, daily activities, trade union or political party membership or philosophical and religious opinions, sexual life and orientation, racial or ethnic origin, financial data (such as credit cards or bank accounts), biometric data (fingerprints, retinal reading), genetic data.

<sup>3</sup> For example: Bank account number, credit card, others...

<sup>4</sup> For example: postal or email address, landline or mobile number

<sup>5</sup> For example: copy of ID document, passport, driver's licence, other.

**ANNEX 2. LIST OF SUB-PROCESSORS.**

COMPANY	PRODUCTS OR SERVICES	DATA CATEGORY PROCESSED AND DATA SUBJECT CATEGORY	ADDRESS	ADEQUATE SAFEGUARDS AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF DATA

#### SELF-DECLARATION

**Designation of Authorised Persons for the processing of personal data in accordance with Art. 29 of EU Regulation 2016/679 (GDPR)**

The undersigned (surname) (first name)..... born in

..... on..... resident

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

As the Company's legal representative..... based in

..... (.....) (street/square) ..... assigned Taxpayer (CIF)

No. ....

In relation to Contract No.....

as the Data Controller, aware of the penalties that may be imposed in case of misrepresentations and/or the use of false documents, under its own responsibility

#### DECLARES

a) that it has designated its employees/collaborators in relation to the activities referred to in the aforementioned Agreement, as "Authorised Persons" for the processing of personal data in accordance with Art. 29 of the GDPR and that this appointment includes the minimum requirements set out at the bottom of this statement;

b) that the Sub-Processor, if any, that carries out the activities referred to in the aforementioned Agreement, has designated its employees/collaborators as "Authorized Persons" to process personal data in accordance with art. 29 of the GDPR;

c) that a copy of the appointments is available to ENEL.

#### ATTACHED

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

#### AGREES

To update the documentation before the start of activities:

- in the case of new employees/collaborators who will process personal data; and
- within five (5) business days from the time when employees/collaborators stop processing personal data.

Date .....

Signature .....

#### Minimum information and instructions for the performance of tasks related to the processing of personal data by Authorised Persons

In particular, it is hereby specified that:

- The processing of personal data must be carried out lawfully and correctly;
- Personal data must be collected only for purposes related to the activity performed, exclusively during working hours and in any case, at the absolute latest, the necessary time;
- Notwithstanding the foregoing, in the exceptional case of processing of personal data carried out outside working hours, the Authorised Person must ensure that the work session has been closed ("log-off") as well as the access credentials for subsequent use;
- Data needs to be constantly checked and updated;
- Constant verification of the completeness and accuracy of the data processed is necessary;
- The possible phase of collecting consent must be preceded by specific information and by obtaining the consent of the data subjects, which must be a free affirmative statement, for specific purposes and in writing or in any case specifically documented;
- In the event of a disruption, even temporary, it must be ensured that the processed data cannot be accessed by unauthorised third parties, by undertaking a specific logout process;
- 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 the personal data that is strictly necessary for them to perform the tasks assigned and only for as long as necessary;
- b) refrain from leaving company documents unattended or exposed to the view of persons not involved in processing activities, with particular mention to be made of those containing sensitive and/or legal data, to ensure the necessary confidentiality of the data in question, taking (also in response to the instructions provided by the Company) the necessary precautions to prevent others from accessing the aforementioned data;
- c) not to disclose or communicate the data that has come into their possession, except in the cases permitted by law or provided for by contractual rules, and to maintain due confidentiality with respect to the information that has come to their knowledge during the appointment, even if the appointment itself has ceased;
- d) not to carry out mass downloads of personal data without prior communication and authorization from the Data Controller or the Data Processor;
- e) in any case, conserving, with due care and due diligence, the hard-copy documentation entrusted to them in the exercise of the work activity that contains sensitive data and those relating to criminal records, in cabinets or drawers fitted with locks and ensure compliance with the procedure established (keeping a special register containing their name, time and date of access, retrieval / return of the document) for access to the files that store the aforementioned data;
- f) scrupulously adopt and comply with the requirements issued by the Data Controller or the Data Protection Officer in terms of technical matters and appropriate organisational measures to ensure a level of security appropriate to the risk (pursuant to Art. 32 GDPR);
- g) in particular, for data processing performed using electronic tools or automated tools, ensure adherence to any specific provisions/authorisations/qualifications and storage methods and tools provided by the Data Controller or the Data Protection Officer;
- h) inform the Data Protection Officer in case of accidents involving the personal data being processed, in particular if said data is sensitive and/or legal.

### SELF-DECLARATION

*(only to be completed in cases where the appropriate guarantee for the transfer consists of the signature of the Standard Contractual Clauses and which have not been specifically signed between ENEL and the Subcontractor)*

The undersigned (surname) (first name)..... born in

..... on..... resident

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

As the Company's legal representative..... based in

..... (.....) (street/square) ..... assigned Taxpayer (CIF)

No. ....

In relation to Contract No. ....

as the Data Controller, aware of the penalties that may be imposed in case of misrepresentations and/or the use of false documents, under its own responsibility

### DECLARES

• **With respect to Contracts entered into on or after September 27, 2021:**

- a) have performed a prior Data Transfer Impact Assessment ("DTIA") in relation to the transfer of personal data under the Contract and have taken all necessary additional security measures, as applicable;
- b) have duly signed the Standard Contractual Clauses established in Implementing Decision 2021/914 with the Subcontractors that it may use to perform the activities covered by the Contract;
- c) periodically update and reassess the Data Transfer Impact Assessment, verifying whether there have been changes to the specific circumstances of the transfer and/or regulatory changes in the legislation of the country to which the data is being transferred that could affect the level of security inherent to the transfer;
- d) provide a copy of the signed Standard Contractual Clauses and the Data Transfer Impact Assessment performed, upon request from ENEL.

• **With respect to Contracts entered into before September 27, 2021:**

- a) perform a prior Data Transfer Impact Assessment in relation to the transfer of personal data performed under the Contract and take all necessary additional security measures, if any, by 27 December 2022;
- b) sign the Standard Contractual Clauses included in Implementing Decision 2021/914 with the Sub-processors that it may use to carry out the activities provided for in the Contract, before 27 December 2022;
- c) periodically update and reassess the Data Transfer Impact Assessment, verifying whether there have been changes to the specific circumstances of the transfer and/or regulatory changes in the legislation of the country to which the data is being transferred that could affect the level of security inherent to the transfer;
- d) provide a copy of the signed Standard Contractual Clauses and the Data Transfer Impact Assessment performed, upon simple request from ENEL.

Date.....

Signature of the Data Processor.....

**ANNEX 3. REQUEST FOR AUTHORISATION TO APPOINT SUB-PROCESSORS (ART. 28 GDPR).**

*The Company [insert name of the company appointed as Processor], in its capacity as the Processor appointed by [insert name of Controller] in its capacity as the Controller*

**WHEREAS:**

- To perform the specific processing activities, in relation to the performance of the aforementioned Contract, it is necessary to recruit personnel from outside its organisation;
- For these purposes, the Company(s) *[insert name of company(ies) appointed as Sub-processor(s)]* has/have been selected;
- Pursuant to Article 28 of the GDPR, said Company or Companies must be appointed as Data Processor(s).

**REQUESTS**

that *[insert the name of the Controller]*, in its capacity as the Data Controller, authorise the appointment of Company or Companies *[insert the name of the company or companies appointed as Sub-Processors]* as Sub-Processors and

**DECLARES**

- That this appointment involves the same instructions given by the Data Controller for the performance of the specific processing activities related to the Contract;
- That, together with this Annex, it will provide the Controller with the duly updated list of Sub-Processors, filling in the "Notification of changes to the list of Sub-Processors" section of this Annex;

[Date]

The Data Processor

For authorisation

The Data Controller



**NOTIFICATION OF CHANGES TO THE LIST OF SUB-PROCESSORS**

*(to be filled when necessary to update the list of Sub-processors set out in Annex 2, indicating the addition of new Sub-processors or the elimination any indicated above)*

The Supplier hereby indicates that it no longer uses the following Sub-processors: [\*] Below is

the updated list of Sub-processors:

COMPANY	PRODUCTS OR SERVICES	DATA CATEGORY PROCESSED AND DATA SUBJECT CATEGORY	ADDRESS	ADEQUATE SAFEGUARDS AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF DATA

Date .....

Signature of the Data Processor.....

**ANNEX 4. SELF-DECLARATION OF STANDARD CONTRACTUAL CLAUSES.**

**SELF-DECLARATION**

*(only to be completed in cases where the appropriate guarantee for the transfer consists of the signature of the Standard Contractual Clauses and which have not been specifically signed between ENEL and the Subcontractor)*

The undersigned (surname) (first name)..... born in

..... on..... resident

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

As the Company's legal representative..... based in

..... (.....) (street/square) ..... assigned Taxpayer (CIF)

No. ....

In relation to Contract No. ....

as the Data Controller, aware of the penalties that may be imposed in case of misrepresentations and/or the use of false documents, under its own responsibility

**DECLARES**

• **With respect to Contracts entered into on or after September 27, 2021:**

- a) have performed a prior Data Transfer Impact Assessment ("DTIA") in relation to the transfer of personal data under the Contract and have taken all necessary additional security measures, as applicable;
- b) have duly signed the Standard Contractual Clauses established in Implementing Decision 2021/914 with the Subcontractors that it may use to perform the activities covered by the Contract;
- c) periodically update and reassess the Data Transfer Impact Assessment, verifying whether there have been changes to the specific circumstances of the transfer and/or regulatory changes in the legislation of the country to which the data is being transferred that could affect the level of security inherent to the transfer;
- d) provide a copy of the signed Standard Contractual Clauses and the Data Transfer Impact Assessment performed, upon request from ENEL.

• **With respect to Contracts entered into before September 27, 2021:**

- a) perform a prior Data Transfer Impact Assessment in relation to the transfer of personal data performed under the Contract and take all necessary additional security measures, if any, by 27 December 2022;
- b) sign the Standard Contractual Clauses included in Implementing Decision 2021/914 with the Sub-processors that it may use to carry out the activities provided for in the Contract, before 27 December 2022;
- c) periodically update and reassess the Data Transfer Impact Assessment, verifying whether there have been changes to the specific circumstances of the transfer and/or regulatory changes in the legislation of the country to which the data is being transferred that could affect the level of security inherent to the transfer;
- d) provide a copy of the signed Standard Contractual Clauses and the Data Transfer Impact Assessment performed, upon simple request from ENEL.

Date .....

Signature of the Data Processor.....

**ANNEX 5. FIRST DEMAND ABSTRACT GUARANTEE TEMPLATE.**

The Bank, ....., and in its name and on its behalf Mr/Ms ..... and Mr/Ms ..... with sufficient powers to enter into this document, jointly and severally guarantees, as broadly as required by law, with **(SUPPLIER)** before **(ENEL Group Company)**, up to the amount of ..... (.....), to fulfil the obligations assumed by **(SUPPLIER)** under Contract/Framework Agreement No. ....  
..... entere  
d into  
with **(ENEL Group Company)**, as well as to fulfil, where appropriate, the obligations assumed by **(SUPPLIER)** as part of all delivery orders or resulting contracts.

This guarantee has the status of a first demand abstract bank guarantee, in such a way that the Bank ..... agrees to pay up to the maximum of the amount indicated above at the first written request by **(ENEL Group Company)**. This request will be signed by a representative(s) of **(ENEL Group Company)** with the necessary authority and will be presented at the Bank's branch located in .....

The Bank's duty to pay is abstract and the Bank expressly waives the benefits of order, exemption and division, undertaking to comply with all requests filed by **(ENEL Group Company)** in relation to this guarantee, providing said Company with the amount requested, whenever **(ENEL Group Company)** should make this request in writing, in the manner indicated above, without any excuse or exception being acceptable, including the opposition of **(SUPPLIER)** to the execution of this guarantee. **(ENEL Group Company)** shall inform **(SUPPLIER)** of the submission of any payment request under this guarantee, providing details of the cause and reasoning.

This abstract guarantee shall be governed exclusively by Spanish law, and shall be extinguished.....

The signatories of this guarantee are duly authorised to represent and bind the Bank. This is one of the operations that, according to the Bylaws by which it is governed, may be undertaken as it constitutes one of its purposes.

This guarantee was registered under number.....

**ANNEX 6. PREVIOUS DATA PROTECTION INFORMATION.**

PURPOSE		INTELLECTUAL PROPERTY PROTECTION METHOD																						
OBJECT	BRIEF DESCRIPTION	PATENT OR APPLICATION FOR PATENT OF INVENTION OR UTILITY MODEL						REGISTERED DESIGNS OR APPLICATIONS FOR REGISTRATION						TRADEMARKS OR APPLICATIONS FOR REGISTRATION						COPYRIGHT			TRADE SECRET	
		Request number	Concession No.	Date of award	Expiry date	Selected countries	Holder	Request number	Registration No.	Registration Date	Expiry date	Selected countries	Holder	Request number	Registration No.	Registration data	Expiry date	Selected countries	Holder	Creation date	Date of deposit in the register	Holder	Date Created	Holder
Inventions	Products																							
	Processes																							
	New Uses																							
Software	IAAS																							
	PAAS																							
	SAAS																							
	COTS																							
	OPEN SW																							
Interfaces																								
Data in structured clusters																								
	Articles																							



General Contractual Terms and Conditions of Software  
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Third edition, valid from 02 January 2024

Publications	Guides																								
	Manuals																								
Logos and distinctive signs																									
Designs																									
Documents protected using technology Blockchain																									
Knowledge and information about innovative products and/or production processes (e.g. design, study, development, etc.)																									
Documentation and information in relation to inventions (e.g. patent applications and related drafts, drawings, preparatory instruments, etc.) that ENEL is patenting or has patented, if the corresponding patent application has not yet been made public																									
Sources of supply, including supplier data and methods of selection																									



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Algorithms and formulas																								
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Results of R+D activities																								
New methodologies or tools for testing installations, equipment, machines and products																								
Data on the testing and/or operation of facilities, equipment, machines, processes and products																								
Means and costs of production, sales information																								
Databases containing confidential information about customers and their technical or business profile (personal/company data along with product and service preferences and/or technical specifications of the sites/locations). /relevant sites and/or prices paid, other economic conditions, financial and solvency ratios, etc.)																								
Financial information about customers, suppliers and competitors																								



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Databases containing confidential supplier information (master/company data in addition to information on products and services and/or technical specifications for relevant sites/locations and/or prices paid, other economic conditions, financial and solvency data, other data relating to the qualification of suppliers) suppliers, etc.)																								
Business strategies, business and marketing plans, other statistical data of interest to the company; customer development and management strategies; business analysis and research in relation to the market																								
Technical and commercial documentation not yet available about public and private tenders																								



<b>TYPES OF INTELLECTUAL PROPERTY RIGHTS</b> (https://www.wipo.int/about-ip/es/)	
<b>PATENT</b>	A patent is an exclusive right granted over an invention. Generally speaking, a patent empowers its holder to decide whether the invention can be used by third parties and, if so, how. In consideration of this right, the patent owner hereby makes the technical information relating to the invention available to the public in the patent document published.
<b>UTILITY MODEL</b>	In some countries, the utility model provides protection for so-called "minor inventions" through a system similar to that of patents. Recognising that minor improvements to existing products, which do not meet patentability requirements, can play an important role in a local innovation system, utility models protect such inventions by granting an exclusive right, which allows the right holder to prevent others from using the protected invention commercially, without their authorisation, for a limited period of time.
<b>INDUSTRIAL DESIGN</b>	An industrial design constitutes the ornamental or aesthetic appearance of an item. A design may consist of three-dimensional elements, such as the shape or surface of an article, or two-dimensional elements, such as motifs, lines, or colours.
<b>BRANDS</b>	A trademark is a sign that makes it possible to differentiate the goods or services of a company from those of other companies. Brands date back to the times when artisans reproduced their signatures or "brands" on their products.
<b>COPYRIGHT (COPYRIGHT)</b>	Copyright is a legal term used to describe the rights that creators retain over their works. his literary and artistic works. Protected works range from books, music, paintings, sculptures and films to computer programs, databases, advertisements, maps and technical drawings.



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<b>TRADE SECRETS</b>	Trade secrets are IP rights in confidential information that can be sold or licensed. The unauthorized acquisition, use, or disclosure of such secret information in a manner contrary to the honest commercial practices is considered an unfair practice and a violation of the protection of trade secrets.
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