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## 1. SCOPE.

1.1 These General Conditions (hereinafter, the "General Conditions") apply to contracts in relation to the purchase (i) of Software, and/or Cloud Services or Cloud Services, which may also include or be linked to Artificial Intelligence Systems (hereinafter referred to as "AI Systems"), including General-Purpose AI Systems (hereinafter referred to as "GPAI Systems"); (ii) AI Systems, including GPAI Systems; and (iii) maintenance/support services for Software, Cloud Services and AI Systems, including GPAI Systems, which are governed by Spanish law and entered into between the ENEL Group companies (hereinafter, "ENEL") and the Supplier (hereinafter, ENEL and the Supplier also jointly referred to as the "Parties").

1.2 ENEL pursues a sustainable business model and aims to place environmental, social and economic sustainability, together with innovation, at the center of its corporate culture, implementing a system of sustainable development based on the creation of value that is shared with all its internal and external stakeholders. ENEL is committed to achievement of the UN Sustainable Development Goals (SDGs). ENEL has been a "Participant" member of the UN Global Compact since 2004 and has been confirmed in 2020 as one of its LEAD companies, thanks to the ENEL Group's adherence to the 10 founding principles on human rights, labor standards, environmental protection, and the fight against corruption.

1.3 ENEL is committed to promoting social, economic and environmental sustainability, also through its contractual relationships with its suppliers.

1.4 The Supplier acknowledges that ENEL's principles of sustainable development are available at the following link <https://www.enel.com/company/our-commitment/sdg-ONU> , and declares to share the same objectives.

1.5 Any waiver and/or modification of these GC or other documents forming part of the Contract shall be approved in writing. Such amendments and/or waivers shall be effective and applicable only to the specific Contract in relation to which they have been agreed, to the exclusion of any other existing or future contracts between the Parties.

## 2. DEFINITIONS.

2.1 In these General Conditions, among others, the following definitions will be used:

- **Material Change:** a change to the AI System after Delivery that is not foreseen or planned in the initial conformity assessment conducted by the Supplier and as a result of which the conformity of the AI System with the requirements set out in the Contract is compromised or results in a change in the Intended Purpose for which the AI System was evaluated.
- **Data Sets:** all data sets used in the development of the AI System, including the data set(s) or data sets as described in Annex B.
- **Supplier Data Sets and Third-Party Data Sets:** the data sets (or portions thereof) that do not qualify as ENEL Data Sets.
- **ENEL Data Sets:** the Data Sets (or parts thereof) (i) provided by ENEL to the Supplier under the Contract or (ii) to be created or collected as part of the Contract, including any modified or enhanced versions of the Data Sets referred to in (i) and (ii) (e.g. due to annotation, labelling, cleaning, enrichment or aggregation). Therefore, if the Data Sets include personal data, paragraph 15 "Processing Of Personal Data" set forth herein shall apply.
- **Contract:** Contract entered into between ENEL and the Supplier, regulating the duties of the Parties in writing, and which 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.
- **Delivery:** the notification by the Supplier to ENEL that the AI system is in compliance with all agreed conditions and is ready for use.
- **Subsidiary:** In relation to any legal person, any other legal person, which: (a) directly or indirectly controls, or is controlled by, or is under common control with such legal person; or (b) owns directly or indirectly fifty percent (50%) or more of any class of voting shares or other interests in the capital stock of such legal person. For purposes of this definition, the word "control" means possession of the power to direct or cause the direction of the administration or policies of a legal person, whether through ownership of voting securities or otherwise.
- **Intended Purpose:** means the use for which an AI System is intended by ENEL, including the specific context and conditions of use, as specified in the information provided by the Supplier in the instructions for use, promotional or sales material and statements, as well as in the technical documentation included in Annex A.

- **Electronic signature:** A digital signature system that, when applicable and in accordance with current legislation, allows the identity of the Parties to be verified with the same value as a handwritten signature, which validates the communications generated by the signatory, and which verifies the origin and integrity of an electronic document or a set of them.
- **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, as the case may be.
- **Serious incident:** means an incident or malfunctioning of an AI System that directly or indirectly leads to any of the following:
  - (a) the death of a person, or serious harm to a person's health;
  - (b) a serious and irreversible disruption of the management or operation of critical infrastructure;
  - (c) the infringement of obligations under European law intended to protect fundamental rights;
  - (d) serious harm to property or the environment.
- **Instructions for Use:** means the information provided by the Supplier to inform ENEL of, in particular, an AI System's Intended Purpose and its proper use.
- **General-Purpose AI model (GPAI model):** means an Artificial Intelligence model, including where such model is trained with a large amount of data using self-supervision at scale, that displays significant generality and is capable of competently performing a wide range of distinct tasks regardless of the way the model is placed on the market and that can be integrated into a variety of downstream systems or applications, except Artificial Intelligence models that are used for research, development or prototyping activities before they are released on the market.
- **Supplier:** a natural or legal person (including business associations, regardless of their legal form) who enters into a Contract with ENEL.

For the purposes of Article 30, means:

- (i) a natural or legal person, public authority, agency or other body that develops or has developed an AI system or a GPAI Model or that has an AI System or a GPAI Model developed and places it on the market or puts the AI System into service under its own name or trademark, whether for payment or free of charge;
- (ii) a Supplier of an AI System, within the meaning of point (i), including a GPAI System, which integrates an Artificial Intelligence model, regardless of whether the model is provided by the Supplier itself and vertically integrated or provided by another entity based on a contractual relationships;
- (iii) a distributor, importer, deployer of an AI System, or GPAI System, already placed on the market or put into service or any other third-party, if, as permitted, it a) put its name or trademark on such system; b) makes a Substantial Modification to such system; c) changes the Intended Purpose of such system.
- **Artificial Intelligence Output (AI Output):** means any output generated by the use of the AI System, including the GPAI System.
- **Services:** means the maintenance/support services relating to the Software, Cloud Services and AI Systems, including the GPAI Systems, under the Contract.
- **Cloud services:** under Infrastructure as a Service (IaaS) and/or Software as a Service (SaaS) and/or Platform as a Service (PaaS) means the cloud computing service under the Contract..
- **Artificial Intelligence System (AI System):** means a machine-based system designed to operate with varying levels of autonomy, that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; for the purposes of this Contract the system as defined to in Annex A, including any new versions thereof, shall be considered an AI System.
- **General-Purpose AI System (GPAI System):** means an AI System which is based on a GPAI model that has the capability to serve a variety of purposes, both for direct use as well as for integration in other AI System.
- **Post-Market Monitoring System:** the monitoring system shall be established and documented by the Supplier post the Delivery of the AI System in a manner that is proportionate to the nature of the Artificial Intelligence technologies and the risk of the AI System.
- **Software:** means any computer program licensed, acquired or developed under the scope of the Contract.
- **Reasonably Foreseeable Misuse:** means the use of the AI System in a way that is not in accordance with its Intended Purpose, but which may result from reasonably foreseeable human behavior or interaction with other systems, including other AI Systems.
- **Security breaches:** security breaches affecting the confidentiality, availability or integrity of data, including accidental, intentional and unlawful destruction, loss, alteration, unauthorized disclosure or access to personal data communicated,

possessed or processed in any way; any IT-related incident (unauthorized 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 General Conditions is the Spanish version.

### **4. EXECUTION AND LEGAL NATURE OF THE CONTRACT.**

4.1. The Contract is formalized between the Parties with the signature. By signing the Contract, which may also be carried out by electronic signature, the Supplier declares full and unconditional acceptance of the Agreement.

4.2. The Contract will not be automatically renewed or tacitly extended.

4.3. The Contract has a business legal nature, so the relationship between the Parties is exclusively commercial in nature, and will be governed by its own clauses and, where not provided for in them, by the Commercial Code, special laws and commercial usages.

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. Except as otherwise expressly provided in the Contract, neither Party nor its employees shall act, or may be construed to act, as a representative, agent or representative of the other Party, nor shall their acts and/or omissions give rise to any binding obligation on the other Party vis-à-vis any third party. Likewise, neither the perfection nor the performance of the Contract may be interpreted as a relationship of association, partnership or civil or commercial entity, joint venture, consortium or other relationship of risk and venture shared by the Parties to the Contract.

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

5.1. In the event of 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 documentation;
3. General 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 Contract, 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 other possible future rights, powers or privileges, even if they are of the same nature. Consequently, the temporary non-exercise or delay in the exercise by any of the Parties of any actions in defence of its rights shall not imply the definitive waiver by said Party of such actions 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 Contract is held to be invalid, such invalidity shall not affect the remaining provisions that can be enforced without the voided provision. The Parties, taking into account the spirit of the Agreement and by mutual agreement, shall endeavour to amend the invalid provision in such a way as to respect the objective of the provision in question in the best possible way.

### **6. OBLIGATIONS OF THE SUPPLIER.**

#### **6.1 General.**

6.1.1. The Supplier guarantees that it will execute the Contract with the diligence typical of this type of work and with the obligations assumed in the Contract and therefore assumes the obligation to repeat and correct, within a reasonable period granted by ENEL, any service, supply or document that is not carried out in accordance with the technical specifications or the Contract, provided that this is brought to the attention of the Supplier by ENEL within a period of time not exceeding fifteen (15) working days from the date of making said work available. Likewise, the Supplier guarantees ENEL the peaceful use and compatibility with ENEL's systems of the licensed Software, in such a way that ENEL will hold ENEL harmless from any claim of any nature in this regard. In the event of a claim, the Supplier will replace the Software with another Software that has sufficient guarantees for its use. These guarantees granted by the Supplier in relation to the execution of the Contract are without prejudice to any penalties or indemnities that it may be obliged to pay for non-compliance with the Contract.

6.1.2. The Supplier, under its sole responsibility, must comply with all applicable regulations, and must also correctly and punctually comply with the requirements of the competent Authority or Bodies, in relation to the execution of the Contract. The Supplier shall also correctly and promptly observe its legal and contractual obligations towards its suppliers.

6.1.3. The Supplier shall cooperate with ENEL and third parties appointed 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 perform the services and/or supplies that constitute the object of the Contract with its own means or authorized third-party means, structures and resources, with the best professional competence and available technology, 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. Such personnel will carry out the services and/or supplies in accordance with the contractual provisions and the applicable regulations. The Supplier shall appoint a person in its own organisation to act as ENEL's interlocutor during the performance of the Contract;

6.1.5. The Supplier is obliged to avoid any situation that could give rise to conflicts of interest and, therefore, must take all necessary measures for the prevention and identification, as well as immediately inform ENEL of any conduct that may generate a conflict of interest. In the event that the Supplier provides or is going to provide services to a third party whose interests are or may compete with or conflict with ENEL's interests in relation to the subject matter of the Contract, any person involved in the performance of the Contract by the Supplier who is directly involved in the performance of the Contract with ENEL shall not provide those services to the aforementioned third party. However, other persons belonging to the Supplier may provide such services to the third party, subject to the establishment of appropriate protection measures, such as the physical and operational separation of the Supplier's work equipment and the establishment of access controls over computer servers and infrastructures and e-mail systems.

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

6.1.7. The Supplier undertakes to immediately notify ENEL of any change in the documentation and statements provided or made to ENEL for the purpose of awarding the Contract. The Supplier declares that ENEL may at any time verify the accuracy and timeliness of such documentation or declarations, and undertakes to submit any additional documentation necessary 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 at ENEL's discretion, ENEL may, without prejudice to the right to claim compensation for damages from the Supplier, take measures at its discretion to suspend or exclude ENEL from ENEL's rating system. and/or suspend or terminate the Contract for breach by Supplier.

6.1.8. The Supplier undertakes to indemnify and hold ENEL harmless from any liability arising from any claim related to the Contract, whether judicial or extrajudicial, arising from acts or omissions on the part of the Supplier, its employees or its representatives. Such indemnity includes any sums that ENEL may have to pay or deposit as expenses or costs of any kind incurred as a result of a claim or an administrative, judicial or arbitral summons, in any case, without prejudice to 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 a serious breach, which will give ENEL the power to terminate the Contract due to breach by the Supplier and to obtain compensation for the corresponding damages.

6.1.9. The Supplier is obliged to pay immediately all the expenses that ENEL supports (including lawyers' fees and attorney's fees, provisions of funds on both, certificates, qualifications, fees, supplies, guarantees or surety bonds or legal deposits to appeal or that are required or necessary in any way, etc.) due to its legal defense against administrative acts, extra or prejudicial claims and legal actions of any kind and instance that are directed against ENEL, including actions brought against ENEL by the Supplier's employees, claims by third parties and any other that may arise directly or indirectly from the performance of the Contract by the Supplier. The obligation to pay representation and defence costs assumed by the Supplier does not in any way condition ENEL's choice of professionals, nor does it imply the prior submission to the Supplier of the mechanisms and means of defence that ENEL deems appropriate to develop in its own interest. In the event that the Supplier does not comply with the provisions of this section, it will be considered a serious breach, which will give ENEL the power to terminate the Contract due to breach by the Supplier and to obtain compensation for the corresponding damages.

6.1.10. The Supplier is obliged to keep copies of the deliverables, working papers, and other documents related to the execution of the Contract for a period of five (5) years from the date of issuance or making available of them, observing during that period the confidentiality obligations set out in the Contract and in these General Conditions. After this period, they will be destroyed, unless ENEL expressly requests the Supplier in writing otherwise.

6.1.11. The Supplier undertakes to notify ENEL in a timely manner of the initiation of proceedings for its dissolution, transformation, merger, spin-off, increase or reduction of capital or, in any case, of other extraordinary operations, including the sale and/or purchase of majority stakes and/or branches of the company, as well as significant changes in its governing bodies. Without prejudice to the fulfillment of the Supplier's confidentiality obligations, the aforementioned notice will be made with reasonable notice or, in any event, no later than five (5) business days from 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 fullest 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 successful completion of the Contract, so non-compliance will constitute just cause for termination of the Contract at the request of ENEL for breach by the Supplier, without prejudice to the compensation for damages in favour of ENEL that may apply.

The Supplier is solely responsible for the work of the personnel dependent on it, employed in any capacity in the execution of the Contract.

6.2.2. The Supplier, for the entire duration of the Contract, undertakes, for all dependent personnel employed in any capacity in the execution of the Contract, to:

- contracting or having legally compulsory insurance contracted for dependent personnel;
- to provide documentary evidence to ENEL's satisfaction, whenever required, that it has correctly complied with the legal obligations in terms of contracting, contributory and remuneration;
- allow or provide the identification of the personnel in charge of the execution of the Contract, in the event that the controls established by the Contract or the applicable regulations are carried out.

ENEL, with its own or third-party means, reserves the right to carry out controls at any time, in order 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 Contract. The Parties undertake to notify each other immediately of any change of address. In the absence of such notice, the communication shall be deemed to have been properly effected if it is made at the address and in the manner mentioned in the Contract.

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 any other formalities.

## **8. ECONOMIC CONDITIONS.**

### **8.1. Prices.**

The price of the Contract is the monetary remuneration agreed by the Parties in relation to the provision of services and/or supplies by the Supplier, and includes everything necessary for the correct and complete execution of the object of the Contract, excluding the taxes provided for in the applicable regulations whose taxable person is ENEL.

### **8.2. Price modification.**

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

### **8.3. Invoicing.**

8.3.1. Before issuing an invoice, the Supplier shall require ENEL's express consent in relation to the services and/or supplies provided by the Supplier. Such agreement by ENEL shall not be unreasonably refused or delayed.

8.3.2. Invoices must be valid and ENEL will accept them only if they contain all the information required by the Contract and the 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 invoicing in a currency other than that mainly established in the Contract, the exchange rate used to convert the amount of the invoice will be that corresponding to the day of payment of the invoice.

8.3.4. ENEL may return to the Supplier the invoices that:

1. Lack any information or data required by the Agreement 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 Agreement.

In the event of a return of an invoice, ENEL will specify the reasons. The return of an invoice will render the original date of receipt null and void.

8.3.5. In the event of loss of the invoice, the Supplier may issue a duplicate provided that it is also the original and the mention "Duplicate due to loss of the original" is stated on it.

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, their supporting documentation, must be processed or sent through one of the following channels indicated below:

- AUTOMATIC CHECK-IN:

Preferential invoicing route with the ENEL Group that is processed through the DRAPE application, accessible through the WeBUY supplier portal: <https://webuy-gp.enel.com/esop/guest/login.do>

- INVOICE IN PDF FORMAT. NON-MODIFIABLE:

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

- PAPER INVOICE, VIA ORDINARY MAIL:

ENDESA  
Iberia Administrative Services Centre  
Ribera de la Loire, 60  
28042 MADRID – SPAIN

#### 8.4. Payment Conditions.

8.4.1. After ENEL has examined and agreed to the Supplier's compliance with all contractual conditions, the invoices received will be paid within the period indicated in the Contract, in accordance with the legislation in force.

8.4.2. The Parties agree that, in the event of late payment by ENEL for reasons exclusively attributable to ENEL, it will pay the Supplier, at its written and reasoned request, an additional amount as default interest of three percent (3%) of the amount owed.

8.4.3. Except for 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. The payment of the invoiced price shall not mean that ENEL considers that the Supplier has correctly performed the Contract or that it waives the rights and actions against the latter, expressly reserving the right to exercise them, without prejudice to the payments it makes.

8.4.6. ENEL shall be entitled to offset the amounts outstanding 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. In the event that ENEL finds that the Supplier is failing to comply with its obligations that may give rise to joint and several 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 such circumstances, ENEL may withhold all payments that are pending for any reason to be made to the Supplier in the event that ENEL is not subject to the Supplier. sufficient amount to cover these liabilities, and may even pay these obligations on behalf of the same if the law allows it. This right of retention and payment on behalf of the Supplier shall extend to all damages arising from the breach or guarantee of the Contract, or to any event from which ENEL may be liable.

#### 9. TAX.

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

9.2. The Parties mutually undertake to comply with all the requirements and formalities and to deliver all the documentation that is necessary for the correct settlement of taxes and payments of invoices, including to carry out the withholdings and similar obligations that are due in accordance with the regulations in force, following at all times the guidelines set by the same. In the event that the information provided by the Supplier is called into question by the Administration and this is detrimental to ENEL, the Supplier must compensate ENEL for the cost (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. Likewise, the Parties undertake to cooperate in obtaining those exemptions and other tax benefits that are applicable to the execution of the object of the Contract. When, due to lack of diligence or for any other cause attributable to the Supplier, ENEL loses the opportunity to enjoy any tax benefit, it may deduct the amount of that benefit from the agreed price, subject to accreditation by any means of proof admitted by law.

9.3. The Supplier shall deliver to ENEL 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 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 the Supplier delivers a certificate indicating that it is up to date with payments.

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

9.5. If the Supplier is resident in Spain, it will review, together with ENEL, whether the conditions of the Contract imply a differential treatment for the purposes of applying the reverse charge in the indirect taxes that are applicable in accordance with the provisions of the regulations in force at the time of accrual of the transactions. which will imply that the Supplier issues its invoices without indirect taxes.

9.6. If the Supplier is not resident in Spain, in the event that there is a double taxation agreement in force signed between the Supplier's country of residence and Spain, and the Supplier invokes the application of any provision thereof, the Supplier must provide ENEL with the corresponding certificate of residence proving that it is a tax resident in its country for the purposes of the provisions of the Agreement in question. and the classification of the income granted by Spain will be taken into account. 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 continued application of the Agreement.

## **10. SUBCONTRACTING.**

10.1. The Supplier may not subcontract all or part of the execution of the Contract, without the prior and express authorization of ENEL.

10.2. The requirements and limitations of subcontracting levels will be governed by the provisions of the Contract and Spanish law

10.3. The Supplier will provide ENEL with a list of possible subcontractors in a timely manner, and the activation planning for these; This list and the relevant activation schedule may be updated in turn. 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 application 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 application for approval shall contain details on:

- (i) Subcontractor Information,
- (ii) start/end date of subcontractor performance and
- (iii) part of the scope of the Contract that is requested to be subcontracted (type, volume, countries).

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

10.5. In no case may a contractual relationship be inferred between the Supplier's subcontractors and ENEL, and the Supplier is always responsible for all the activities of said subcontractors, and for the fulfilment of its contractual, legal and fiscal obligations, as well as for the damages caused to ENEL by any of its subcontractors, its agents, consultants and employees.

10.6. ENEL shall not be liable to any subcontractor, or to its personnel, for any claim arising directly or indirectly from the Contract, except as provided in Article 42.3 of the Law on Infringements and Penalties in the Social Order in relation to Article 24.3 of the Law on the Prevention of Occupational Risks, for which reason the Supplier undertakes and undertakes to ENEL to carry out everything in its power its scope to avoid the formulation and/or processing of such claims.

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. The failure of the Supplier to obtain and submit to ENEL such waiver will entitle ENEL to terminate the Contract for non-compliance, without prejudice to any other legal action that may be appropriate.

10.8. The Supplier shall be liable to ENEL and shall hold it harmless from and against any action, judicial or extrajudicial, or proceedings brought against ENEL by any subcontractor, or by its personnel, except as provided for 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 of 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 shall cover both the amount to be paid by ENEL and the expenses or costs of any nature incurred by ENEL as a result of such claim. Specifically, in the event of a legal claim or

Pursuant to Article 1,597 of the Civil Code, or from the Supplier's employees of its subcontractors, agents or advisors, ENEL shall be entitled to withhold the corresponding amount, charged to any amounts owed by ENEL or to the financial guarantees provided by the Supplier held by ENEL. in order to cover the principal claimed, plus as many amounts as are prudently budgeted for 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 breach by the Supplier, without prejudice to any other legal action that may assist ENEL.

10.10. The Supplier undertakes to obtain prior written acceptance from the subcontractor of the obligations arising from all contractual, legal, labour, confidentiality and security conditions towards ENEL, and it is essential to submit the corresponding supporting documentation to ENEL.

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 is obliged to provide ENEL with all the collaboration that may be necessary for this purpose (documentation, reports, free access to its factories, workshops or facilities, etc.).

10.12. ENEL reserves the right to reject, in a reasoned manner, those subcontractors that it does not deem appropriate to maintain during the execution of the Contract.

## **11. ASSIGNMENT.**

### **11.1. Assignment of receivable and payables.**

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. Contract assignment.**

11.2.1. ENEL may, with 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 occurs in favour of any other natural or legal person outside the ENEL Group, ENEL must obtain the prior and express authorisation of 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 consent from ENEL will include the express acceptance, by the proposed assignee, of the obligations that arise for ENEL from all the contractual conditions (legal, labour, confidentiality, security, etc.), and it is essential to present ENEL with the corresponding supporting documentation.

## **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 warrants to ENEL that the use of the Software, the AI System, including the GPAI System, and the Service does not infringe any intellectual property rights of any third party. In addition, the Supplier warrants that, in the performance of its activities, including the design, production, development and sale of the Software, the AI System, including the GPAI System, and the Service provided to ENEL, it has not 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, copyrighted works, utility models, industrial designs and trade secrets.

12.1.2 If the use of rights licensed by third parties is required for the purposes of the performance of the Contract, the Supplier warrants 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 make available to ENEL all information, clarifications, explanations and any other documents or data relating to any assets protected by the intellectual property rights of third parties used for the performance of the Contract.

12.1.3 The Supplier undertakes to indemnify ENEL against any action, claim or litigation for infringement of intellectual property rights related to the performance of the Contract or the use of the Software, the AI System, including the GPAI System, or the Service, made by third parties, indemnifying and holding it harmless for all damages that may arise from such actions or claims. Likewise, the Supplier undertakes to notify ENEL without delay and in writing of the existence of any actions or requirements, judicial or extrajudicial, formulated by third parties in relation to alleged infringements of intellectual property rights that affect the execution of the Contract.

12.1.4 If, as a result of judicial or extrajudicial actions or injunctions brought by third parties claiming intellectual property rights over the Software, the AI System, including the GPAI System, or the Services, it is necessary to modify or replace, in whole or in part, the subject matter of the Contract, the Supplier undertakes to carry out all activities necessary to ensure functionality and characteristics equivalent to those of the Software, of the AI System, including the GPAI System, and/or the Services subject to the Contract, at its expense and subject to prior agreement with ENEL.

12.1.5 In any case, the provisions of section 23.3.1 letter i) of these General Conditions will 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 the prior written authorisation of ENEL.

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

12.2.1 In these cases, the provisions of paragraphs 12.1.1 to 12.1.6 shall apply and also the following.

12.2.2 The Parties agree that, with reference to all material and information that a Party will share with the other Party for the purposes of the performance of the Contract (including, but not limited to: documents, minutes, products, samples, source codes, technical specifications, know-how, drawings, designs, computer programs, information of all kinds and copies thereof (hereinafter, the "Contract Material") the Party receiving the Contract Material owned by the other Party:

(i) you will not copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble, reverse engineer - in whole or in part - the Contract Material;

(ii) you will not create works, objects, articles, products, samples, or technical specifications derived from the Contract Material;

- (iii) you will not use such Contract Material for purposes other than the performance of the Agreement;
- (iv) you will only share the Contract Material internally with those personnel with whom it is strictly necessary to share it for the performance of the Contract
- (v) ensure that the above-mentioned obligations are also performed by other persons (natural or legal) involved in the performance of the Contract;
- (vi) you will not disclose the Contract Material and will ensure that your employees do not disclose it to any third party without the prior written consent of the other Party; and
- (vii) you will maintain the confidentiality of the Contractual Material in accordance with the "Confidentiality" section of these General 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 such Party and the other Party shall not be entitled to claim such rights. Before entering into the Contract, each Party shall specify its own Preliminary 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 IPRs created or executed during the performance of the Contract, as well as all know-how, technology, methodologies, innovations, information resulting from the performance of the Contract, documentation produced (by way of example, but not exclusively: manuals, individual strings or fragments of source code, documents containing commercial information, The Contract 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 accrediting and acknowledging the progress of the Acquired IPRs. 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 such a case, the Parties undertake to draft the Annex referred to in Art. 12.2.3 before sharing the respective Previous IPRs with the other Party.

12.2.6 For the purposes of Article 29, all intellectual property rights relating to any AI Output are the exclusive property of ENEL. In any case, unless otherwise provided in writing by ENEL, the Supplier undertakes to treat the AI Output as ENEL's Confidential Information and to comply in this respect with the confidentiality obligations referred to in Article 13 "Confidentiality" below.

### **13. CONFIDENTIALITY.**

13.1. All information made available by either Party (orally, in writing, in electronic form or otherwise) for the purposes of and/or during the performance of the Contract, as well as any other confidential information of which either Party may become aware as a result of other contracts entered into between the Parties and/or by either Party with a third party, and/or from the pre-contractual negotiations thereof, as well as all documents, information, specific know-how (regardless of how it has been collected, obtained or developed in relation to the Contract) may only be used for the purpose of performing the Contract itself and are confidential.

13.2. The term "confidential" refers to, but is not limited to, economic and financial documents, data and information referring to, among others, business strategies, information on products and/or production processes (design, study and development), means and costs of production, commercial information, development strategies and customer management, any type of customer data, suppliers and their technical or commercial profile, documentation on technical and economic bids in public and private tenders, data on tests and/or operation of plants, equipment, machines and products, business analyses, market studies, commercial and marketing plans other statistical data that are relevant to the business, internal organization procedures, advertising ideas and new trademarks not yet used in 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 in economic, financial and technical documents relating to, for example, but not limited to, patentable inventions, patents, patent applications, licenses, source code of 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 designated as "confidential," "strictly confidential," "secret" (or in any other similar manner) by the Disclosing Party, or
- (ii) that the receiving Party knew or should have known that they were confidential due to their nature or the treatment carried out by the disclosing Party,
- (iii) that either Party has provided to the other Party in connection with the performance of the Contract, including negotiations and the content and drafting of the Contract and all of its annexes.

13.3. Confidential information may not be disclosed without the prior, written and express authorization of the Party holding such information, except in cases where the receiving Party is legally obliged to transmit it or ordered by a competent Authority, or when refusal to do so would be unlawful. Without the prior, written and express authorization of the Party that possesses the confidential information, the other Party may not copy, reproduce, translate, modify, adapt, develop, disassemble, separate, reverse engineer or any other operation aimed at extracting the source codes, in whole or in part, from the confidential information provided.

13.4. Confidential information includes all information relating to a Party, made available to the other Party, prior to or during the performance of the Contract, either by the directors, 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 Holding 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. For these purposes:

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

13.6. Each Party:

- must restrict the disclosure of confidential information only to representatives who actually need to have it because of their degree of involvement in the performance of the Contract;
- bind their representatives and ensure that they fully comply with the obligations contained in this clause;
- It will be held liable for any action or omission by its representatives that leads to a breach of the obligation to maintain confidentiality.
- you will 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 against 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 and authorized by ENEL. Once the Contract has expired, the Party receiving the confidential information shall return all data, documents and information supplied by or in its possession by the other Party for the purpose of carrying out the contractual activities, and shall destroy any copies and files it may have, unless it has received written permission to the contrary from the Party providing 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 designated as "strictly confidential" by ENEL, the confidentiality and non-use obligations set forth in this clause shall survive the termination of the Contract for any reason, except as otherwise provided by the Disclosing Party, and shall be valid until such time as the receiving Party is able to demonstrate that such "strictly confidential" information has become generally known or readily accessible to the persons within circles who normally deal with the type of information in question for any type of cause other than disclosure by the receiving Party. Where necessary, the Party that is asked to disclose the confidential information by a public authority shall notify the other Party of such a request, where legally possible, immediately, so that it may take the necessary action to protect its rights. The Parties shall only disclose information required by law and must obtain a statement from the recipient that such information shall remain confidential.

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

- the password required to access IT 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 carry out the required activities; the use of network services or connections for purposes unrelated to the activities to be carried out 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 authorized by ENEL and must have the necessary antivirus 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 e-mail accounts, file storage or communication platforms (including social networks) must be explicitly provided or authorized by ENEL;
- sensitive data must be stored, transmitted, or deleted using appropriate encryption software;

- It is forbidden to modify the system settings to avoid security checks.

13.10. It is prohibited for the Supplier to disclose any information considered confidential as stipulated in this clause, by any means (e.g. but not limited to articles in the media, press releases, interviews, etc.). Both Parties shall agree in writing concerning the content, the means of communication, the date of publication of press articles and news or communications of any kind in relation to the Contract or any matter or information related thereto.

13.11. Both Parties 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 have the right to seek further remedies or prevent any possible breach or damage arising from such breach in accordance with applicable law. In the event of a breach of confidentiality requirements, either Party may decide to terminate the Contract.

13.12. The foregoing remedy shall not be deemed to be the only one available, but shall be in addition to all other rights and remedies available in accordance with applicable law. In the event of a breach of confidentiality obligations and without prejudice to the above, and in the event of violations 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.

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 all times, if required by the Disclosing Party, 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. In addition, the Party receiving the information shall use its best efforts or require its representatives to return or destroy any associated data stored in electronic form and shall confirm in writing the destruction of such data to the Party disclosing the confidential information within fifteen (15) calendar days of the request, and declare that it does not retain any documents or any other material that contains or relates to 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 Agreement should be construed, unless expressly stated in writing, as granting a license or similar in respect of patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, conceived or acquired, both before and after the performance of the Agreement.

#### **14. CYBER SECURITY.**

The contractual conditions set out in clauses 14.1 to 14.3 shall apply to all suppliers interacting with Enel's systems and applications, regardless of the nature of the services provided. On the other hand, clauses 14.4 to 14.19 shall govern the Supplier's systems and applications, regardless of the type of services provided to ENEL. All suppliers are obliged to comply with these provisions, ensuring that their processes, tools and personnel comply with the contractual obligations established by ENEL to protect the confidentiality, integrity and availability of the services purchased. The Supplier shall also ensure that all services provided are in full compliance with applicable information security laws and regulations, including but not limited to applicable national legislation. All of the following IT security contractual clauses shall also apply to the Supplier's subcontractors.

14.1. The Supplier may access ENEL's systems and applications only if authorized by ENEL personnel. The Supplier is responsible for the activities carried out on ENEL's systems and applications through the use of its digital identity, which must be safeguarded at all times. In engaging in such activities, Supplier and its employees shall comply with the following rules of conduct:

- a) never disclose, share, or provide authentication credentials to anyone;
- b) insert authentication credentials or security keys into email messages or other forms of electronic communication, or disclose them to or share them with anyone, including through voice calls or text messages;
- c) they will never store authentication credentials through the "remember password" feature available in web browsers or other desktop applications;
- d) they must verify that no one is watching at the time of writing the credentials to access ENEL's systems and applications, in order to prevent their theft;
- e) never use the same ENEL credentials for authentication in different systems;
- f) access to Enel's systems and applications must be limited to the software/tools/applications or services specifically provided by ENEL to the Supplier for the performance of the activities necessary in relation to the subject matter of the Contract;
- g) Enel's network services or connections shall never be used for purposes unrelated to the subject matter of the Contract;
- h) any transaction carried out through Enel's systems and applications must not violate applicable law and/or regulations;
- i) the workstation used (permanent or temporary) must not be connected to Internet services other than those provided or authorized by ENEL and only via ENEL VPN;
- j) The workstation used must have an anti-malware solution installed;

- k) all necessary security measures must be implemented to prevent malicious software and behavior;
- l) all e-mail accounts, file storage or communication platforms must be explicitly provided or authorized by ENEL;
- m) Confidential or sensitive data must be stored and transmitted using appropriate cryptographic measures;
- n) confidential or sensitive data must be securely deleted;
- o) it is forbidden to modify the system configuration to avoid or circumvent security checks;

14.2 This clause is applicable to the Supplier at any time when, during the term of the Contract, the performance of the Contract requires or implies that the Supplier has access to and/or uses any application available on Enel's systems and/or on Enel's IT infrastructure ("Enel System"). At Enel's request, at any time and for any reason, the Supplier shall accept and implement Enel's two-factor authentication system (the "Multi-Factor Authentication System") as a mandatory requirement for access to and/or use of any Enel System. The only accepted configurations of authentication methods are (i) a single mobile phone number (previously registered in the user database) and (ii) a single MS Authenticator application associated with the phone device on which the mobile phone number mentioned in point (i) above resides. You are not allowed to use more than one device for both authentication methods. The Supplier, in order to use and implement the "Multi-Factor Authentication System", undertakes that (i) a smartphone and an active SIM card (either business or private if the company card is not available) will be available; in countries where legal limitations prohibit the use of smartphones inside call center buildings, Suppliers may exceptionally use an alternative MFA method proposed by Enel; (ii) each smartphone (or alternative MFA method proposed by Enel) used for the purposes of the "Multi-Factor Authentication System" must be associated exclusively with the personal identity of the employee, agent, representative or other personnel of the Supplier who has access to and/or will use the Enel Systems on behalf of the Supplier; and (iii) Supplier must comply with all of the foregoing requirements at its own risk and risk, and at its own expense. Enel shall not bear any charges (economic or otherwise) for the provision of the smartphone, SIM card or alternative MFA method proposed by Enel and shall not be liable to the Supplier or any third party for any damage, claim or loss, direct or indirect, arising out of or related to the failure and/or malfunction or illegal use of any smartphone, SIM card or alternative MFA method proposed by Enel used for the "Multi-Factor Authentication System" by employees, agents, representatives or other personnel of the Supplier.

14.3 In the event of breaches, incidents, cyberattacks or any other relevant event in terms of cyber security that may have a potential impact on ENEL's Information Technology (IT) / Operational Technology (OT) / Internet of Things (IoT) infrastructures (hereinafter referred to as "Cyber Incidents"), the Supplier, with the expertise and immediacy required by professional diligence, must proceed to communicate the Cyber Incident to ENEL at the email address [cert@enel.com](mailto:cert@enel.com). In order to effectively transmit all Cyber Incidents, including potential ones, as well as any communication relating to cybersecurity, the Supplier shall indicate and keep up to date its own contact person, and update the corresponding contact details by completing the document "Company Contacts (Cybersecurity)", available on the WeBUY homepage at the following route: Personal Data/ Company Profile/ Profile Data.

14.4 ENEL reserves the right to conduct, directly or through authorized third parties, periodic security audits, such as Vulnerability Assessment and Penetration Testing, to verify the security measures implemented by the Supplier, with reasonable notice and without interfering with the Supplier's normal operations. The limitation of Enel's ability to carry out the activities directly will be subject to a prior agreement with the supplier.

14.5 The Supplier shall be liable for any direct or indirect damage resulting from the breach of these safety clauses and undertakes to indemnify ENEL for any damage, cost or expense incurred.

14.6 The Supplier shall implement, use and document appropriate technical and organizational security measures to protect Enel's data against unauthorized access, loss or modification, respecting the principles of least privilege and need-to-know, and using secure authentication and authorization mechanisms, together with continuous monitoring and recording of access.

14.7 Upon termination of the contract, the Supplier undertakes to return all ENEL data and to permanently destroy any copies in its possession, unless otherwise provided by law, by providing written proof of cancellation within the deadlines set by ENEL.

14.8 The Supplier undertakes to treat all ENEL information, including data, as strictly confidential, using such information exclusively for the purposes specified in the contract and not disclosing it to third parties without the express written consent of ENEL.

14.9 Supplier shall ensure that all records relating to security incidents that have occurred on its systems and applications are properly identified, saved, and archived. Supplier will protect records, both at rest and in transit, from unauthorized access that may compromise their confidentiality, integrity, and availability. The Supplier shall also ensure that the safety records can be consulted by ENEL in the event of specific requests.

14.10 Supplier shall have documented backup, business continuity, and disaster recovery strategies, plans, and procedures in place to ensure the availability, integrity, and confidentiality of services and data in the event of unforeseen incidents. These plans and procedures should be tested periodically and the results should be documented.

14.11 The Supplier shall develop the source code in accordance with a Secure Software Development Lifecycle (SSDLC) procedure, properly documented and provided to ENEL, ensuring the adoption of appropriate security measures, processes and tools at every stage, from planning and design to implementation and maintenance.

14.12 All material changes that may affect the overall cybersecurity posture of the system must be properly identified and communicated to ENEL and subject to a security audit before the new version incorporating them is implemented in ENEL's production environment.

14.13 In order to protect ENEL's data (both at rest and in transit), the Supplier shall adopt appropriate, standardized and non-obsolete cryptographic technologies in accordance with the latest cryptographic standards and guidelines available from the National Institute of Standards and Technologies (NIST). In addition, the Supplier will update such cryptographic methods and systems, whenever requested by the Client or imposed by the competent authorities, ensuring that the transition to new technologies (e.g. post-quantum cryptography algorithms) is carried out without any technical and economic impact for ENEL.

14.14 In the event of a security incident that may compromise ENEL, the data or the services provided, the Supplier undertakes to implement all necessary measures to mitigate it within the period established in agreement with Enel.

14.15 Supplier shall ensure that an appropriate monitoring mechanism is in place to identify, detect, analyze, and mitigate security threats.

14.16 The Supplier shall ensure that security control activities are conducted using industry-recognized standard methodologies and best practices. The results will be properly documented in a report and shared with ENEL upon request, along with an action plan to address the identified vulnerabilities.

14.17 The Supplier is obliged to keep the systems and applications supplied to ENEL up to date, applying security patches to prevent known vulnerabilities based on their criticality within the period established in agreement with ENEL.

14.18 All patching activities must be guaranteed and included in the same contractual conditions in force. In fact, where applicable, Supplier will provide temporary mitigations and/or alternative remedies to prevent exploitation of such vulnerabilities.

14.19 Supplier shall ensure the authenticity and integrity of any updates and patches applied (third-party hardware, software, and firmware), report any violations, and have a formal management plan in place that includes procedures and processes for the identification, testing, approval, and timely distribution of updates and patches.

## **15. EXECUTION.**

15.1 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.

15.2 Before commencing the execution of the Contract, the Supplier undertakes to appoint and communicate to ENEL and to maintain, throughout the term of the Contract, one or more representatives with full powers in order to ensure the correct execution of the Contract, who will act as a reference to ENEL for any aspect related to it. All The representative appointed by the Borrower must be in possession, throughout the duration of the Contract, of the necessary legal requirements and the appropriate technical competence, must have the appropriate powers of attorney and be authorized to discuss with ENEL any technical and economic aspect relating to the execution of the Contract.

15.3 ENEL undertakes to provide, at the request of the Supplier, all the data necessary for the performance of the activities covered by the Contract. In the event that the data provided by ENEL is insufficient or incomplete, the Supplier undertakes to request the missing data in due course.

15.4 ENEL is entitled to check and verify the Supplier's exact compliance with all contractual obligations and all instructions given by ENEL.

Without prejudice to the possibility of terminating the Contract, if the result of the controls and verifications ENEL, at its own discretion, finds the existence of non-compliance by the Supplier in the correct execution of the Contract, the Supplier must remedy it immediately and at its sole expense, and without affecting in any way the possible chronological programme or any other of the contractual deadlines agreed.

15.5 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 performance of the services in accordance with the obligations assumed when signing the Contract.

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

## **16 LICENSE TO USE.**

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

- A non-exclusive license to use the Software products and related documentation listed in the license, in accordance with the functions set forth in the Agreement. The license will cover ENEL Group companies (present and future); in the case of perpetual licenses, the right to use the Software shall remain valid, within the terms set forth in the Agreement, without time limit, even after the natural termination of the Agreement;
- The Software products covered by the Contract may be installed and used in all ENEL Group companies (present and future) and at the ENEL Group's headquarters or places of interest, wherever they may be located. ENEL is liable to the Supplier for any breach of the conditions of the licence by any company of the ENEL Group;

- ENEL may, upon prior notice to the Supplier, transfer ownership of the license to use the Software products subject to the Contract to the companies of the ENEL Group, even if a certain company leaves 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 supply services based on the Software products to said 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.

## **17 CLOUD SERVICES.**

17.1. The Cloud Services subject to the Contract may be used by current and future companies that are members of the ENEL Group.

17.2. ENEL may grant access to and use of the Cloud Services subject to the Contract for the entire period applicable to the companies of the ENEL Group; this right may also be used by companies that leave the ENEL Group, in whole or in part, with prior notice to the Supplier.

17.3. In addition, ENEL may grant the use of the Cloud Services referred to in these General Conditions to the third-party Suppliers of the 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.

17.4. Data processed within the Cloud Services may be stored/stored exclusively in data centers that ENEL authorizes and which are based in the European Union.

17.5. With the express authorisation of ENEL, the data and/or content that ENEL enters into the Cloud Services and that is stored on appropriate media within the Supplier's systems, may be stored and exchanged exclusively in and/or through centres based in the European Union.

17.6. The Supplier shall not reduce its overall security measures for the Cloud Services during the entire term of the Contract and such measures shall always be in accordance with and up-to-date with Article 32 of the GDPR.

17.7. The Supplier shall not substantially reduce the functionality initially included in the scope of the Contract.

17.8. All activity log files (logs) that the Supplier generates or stores in any form 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 be kept only for the minimum period required by the respective provisions and shall be made available to ENEL upon its request;
- the Supplier shall retain any activity log files that are not required to be retained 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 at its request;
- any activity log files that do not have to be maintained to comply with the law, nor because of the Contract and/or its annexes, but that the Supplier considers useful or necessary to carry out its Services, may only be maintained with the authorization of ENEL; the Supplier 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.

## **18 OBLIGATIONS OF THE SUPPLIER FOR CLOUD SERVICES.**

18.1. In providing the Cloud Services, the Supplier shall:

- Reporting the location of the data;
- Ensure service availability;
- Implement measures, in the case of sharing resources, to prevent others from accessing ENEL's information by guaranteeing the confidentiality of the data;
- Ensure access to existing data and information;
- Ensure interoperability with other suppliers;
- Ensure the communications by which the service is provided and in particular that the encryptions are carried out correctly;
- Adequately sizing resources on a permanent basis;

- Incorporate systems that allow the monitoring and traceability of the actions of the administrators;
- Upon termination of the Contract:
  - in order to prepare for and facilitate ENEL's withdrawal from the cloud Services environment covered by the Agreement, the Supplier shall, upon ENEL's written request and unless otherwise provided in the Agreement, continue to provide the Cloud Services for a maximum period of 12 (twelve) months after the termination of the Agreement, under the same technical, financial and contractual conditions that were in force before the end of the Contract;
  - the Supplier will store any of ENEL's data contained in the Cloud Service infrastructure for a maximum of 6 (six) months after the Service ceases to be effective, in order 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 readable format as dictated by ENEL. The Supplier may not, in any case or for any reason, deny and/or prevent ENEL's right to retrieve your data upon request during the stated period and, in any event, upon the end of such period, the Supplier shall delete all ENEL data, in printed or digital format, that are stored on any of the Supplier's systems, including backup and emergency restore of files. The Supplier will send ENEL a written confirmation that it has deleted the data within 5 (five) calendar days.

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

19.1. The Supplier 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.

19.2. If, for any reason, ENEL requires such certifications to cover dates for which reports have not yet been prepared, the Supplier shall submit a "Bridge Letter" ensuring the effectiveness of its internal controls for the Cloud Services subject to 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.

## **20 SUSPENSION BY THE SUPPLIER.**

20.1. The Supplier is strictly prohibited from suspending the Services subject to the Contract, unless the Contract provides otherwise and unless there are reasons that ENEL considers justifiable, of which ENEL will be notified at least fifteen (15) working days in advance.

20.2. 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) an ENEL use of the Services that does not comply with the contractual provisions and that disrupts the Cloud Services or compromises the infrastructure used to provide the Services, and
- (ii) unauthorized access by third parties to the Services. In any case, the Agreement will suspend the Cloud Services in such a way as to minimize any interruption of the Services provided to ENEL.

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

## **21 PENALTIES.**

21.2 Failure by the Supplier to comply with the delivery dates or in the partial or final execution deadlines, as well as any other breaches expressly provided for in the Contract or in these General Conditions, will entail the application by ENEL of a penalty that in no case will be compensatory in nature, so in no case will it constitute the only remedy available to ENEL to compensate for the damages caused by the breach by the Supplier that has given rise to the penalty.

21.3 The sum of the penalties may not exceed fifteen percent (15%) of the total amount of the Contract, including, where appropriate, revisions and extensions. In the event that this limit is exceeded, ENEL will apply the penalty and will have the right either to terminate the Contract due to non-compliance by the Supplier, or to continue to demand compliance from the Supplier, in both cases with the corresponding compensation for damages in accordance with the applicable regulations.

21.4 The collection of penalties shall not deprive ENEL of the right to pass on to the Supplier the amount of all damages, losses, expenses and additional costs that it is obliged to bear and/or is obliged to pay to third parties as a direct consequence of the Supplier's non-compliance.

21.5 The application of the penalties provided for does not exempt the Supplier from the correct performance of the Contract to its full extent. Consequently, the Supplier is obliged to eliminate the technical deficiencies noticed; to pay the corresponding penalties; to recover at its own expense the lost deadlines, and to redo or repeat, as appropriate, the works or services and/or supplies subject to the Contract, at the request of ENEL.

21.6 The procedure for the collection by ENEL of any penalty arising from the Contract will be carried out as described below:

- a) ENEL will notify the Supplier in writing of the penalty to be paid, detailing the amount thereof. The Supplier shall have a period of no more than fifteen (15) calendar days from the date of the communication to state in writing whatever it deems appropriate in its defence.
- b) After this period, 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.) require the Supplier, who undertakes to comply with the aforementioned requirement, to deduct from its next invoice(s) to ENEL, the amount corresponding to the penalty applied, or
  - b.2.) invoice on behalf of the Supplier the amount corresponding to the penalty applied, for which the Supplier expressly authorises ENEL from this very moment:
    - to invoice on behalf of the Supplier itself the amount of the aforementioned penalty as determined by the tax regulations in force, and
    - to offset the amount of the penalty monetarily with the amount of the following invoice(s) issued by the Supplier for the performance of the Contract.

In the event that ENEL does not collect the penalty using the mechanisms detailed in subsections b.1.) and b.2.) ENEL reserves the right to execute, for the corresponding amount, the financial guarantee that it has constituted, or to collect it by any other means contemplated in the Contract, in the laws or in these General Conditions, and all this without prejudice to the compensation for damages that may be due to ENEL.

## **22 ECONOMIC GUARANTEE.**

### **22.1. General issues.**

22.1.1. In the event that ENEL so requires, the Supplier shall be obliged to provide an economic guarantee at the disposal of ENEL by providing an abstract guarantee on first demand (according to the model set out in Annex 5), subject to Spanish law and enforceable in Spain, granted by a Spanish Bank or by the Spanish branch of the entity if it is foreign (in both cases of recognised solvency), for the amount established at any time by ENEL, to respond, among other obligations:

- Compliance with all the Supplier's obligations arising from the Contract, including any penalties and indemnities that may be required, and any refunds or refunds of any kind that may be contractually or legally required to be made to ENEL by the Supplier.
- Fines, penalties or monetary concepts of any kind whose payment by ENEL is imposed or may be imposed by administrative, arbitration or judicial means due to the action or omission 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 that falls or may fall on ENEL for breach of the Supplier's obligations of a salary nature, of Social Security and/or taxes, or of those existing in the field of safety and prevention of occupational risks.
- Claims by third parties against ENEL as a result of the Supplier's actions, including any claims by its employees, agents, consultants, and subcontractors or sub-suppliers.
- Legal defence costs incurred or that may be incurred by ENEL in accordance with the provisions of section 6 of these General Conditions.

22.1.2. In cases where the Supplier does not submit the guarantee within the indicated periods, and without prejudice to any other actions within its competence, ENEL may choose to terminate the Contract or suspend its execution until the presentation of a guarantee that is accepted by ENEL, as well as accept other equivalent guarantees offered by the Supplier in accordance with the law.

22.1.3. 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

22.1.4. In the event that the creditworthiness of the issuer of the guarantee deteriorates, the Supplier 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.

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

22.1.6. In the event that the Supplier fails to comply with the supplement or replacement of the warranties as provided in sub-clauses 22.1.4. and 22.1.5., ENEL reserves the right to terminate the Contract or, in accordance with applicable law, withhold and suspend payments to the Supplier until the amount of the guarantee due is reached.

### **22.2. Types of economic guarantee.**

#### **22.2.1. Performance Guarantee.**

22.2.1.1. If provided for in the Contract and unless a different percentage is defined therein, the Supplier shall be obliged to provide, before signing the Contract, an economic guarantee at the disposal of ENEL by providing an abstract guarantee as regulated in sub-clause 22.1.1. for an amount of at least ten percent (10%) of the total amount of the Contract and its revisions, extensions and works with an administration fee, to respond to the accurate, timely and regular performance by the Supplier of its obligations under the Contract, including the obligation to pay any amount due to ENEL, such as penalties

22.2.1.2. In the event that the Contract has not agreed to provide an economic guarantee for the technical guarantee period, the performance guarantee shall expire no earlier than thirty (30) calendar days after the expiration of the Guarantee Period or the Final Acceptance, or the total completion of the execution of the Contract, whatever happens later. If it is not executed, the guarantee will be returned to the Supplier after ENEL has carried out the appropriate checks.

22.2.1.3. In the event that the Contract has agreed to provide an economic guarantee for the technical guarantee period, the performance guarantee shall expire no earlier than thirty (30) calendar days after the expiration of the Provisional Acceptance, or the completion of the execution of the Contract prior to the start of the technical guarantee period, whatever happens later. If it is not executed, the guarantee will be returned to the Supplier after ENEL has carried out the appropriate checks.

#### **22.2.2. Advance Payment Guarantee.**

22.2.2.1. In the event of payment on account by ENEL to the Supplier, the Supplier must constitute, prior to the payment on account by ENEL, an economic guarantee at ENEL's disposal by providing an abstract guarantee as regulated in sub-clause 22.1.1. for an amount equivalent to one hundred percent (100%) of the payment on account made.

22.2.2.2. The guarantee of payment on account shall be returned to the Supplier after the Supplier has correctly executed, as contemplated in the Contract and applicable law, a part of the Contract having a value, according to the price, at least equivalent to the payment on account.

#### **22.2.3. Warranty Guarantee.**

22.2.3.1. If provided for in the Contract and unless a different percentage is defined therein, the Supplier shall be obliged to provide, once returned by ENEL or the Performance Guarantee has been executed, an economic guarantee at ENEL's disposal by providing an abstract guarantee as regulated in sub-clause 22.1.1. for a minimum amount of five percent (5%) of the total amount of the Contract and its revisions, extensions and works with an administration fee, to respond to the obligations of the Supplier during the Guarantee Period.

22.2.3.2. The warranty on the technical warranty period shall expire no earlier than thirty (30) calendar days after the expiration of the Warranty Period or the Final Acceptance, 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 after ENEL has carried out the appropriate checks.

### **23 INSURANCE.**

#### **23.1. General issues.**

23.1.1. The Supplier assumes full responsibility for injury or damage caused to persons or property in the performance of the activities specified in the Contract, and undertakes to take out adequate insurance on its own account, in relation to the risk, and with insurance companies with a stable financial situation and of recognized prestige, during the entire term of the Contract, to cover civil liability for losses and losses that the Supplier's personnel may cause to ENEL's personnel or properties and/or to third parties, arising from the execution of the activities of the Contract. In all circumstances, ENEL shall not be liable for causes attributable to the Supplier.

23.1.2. Similarly, the Supplier undertakes to take out civil liability insurance with appropriate limits on compensation in relation to risks, to cover claims for damage to property, personnel and financial damage that may be caused to ENEL or to third parties arising from defects or malfunctions of materials or equipment attributable to the Supplier.

23.1.3. The limits of the insurance policy must cover harmful incidents that are the subject of claims received within the term of performance of the Contract and/or after the warranty period.

23.1.4. If, at ENEL's discretion, the insurance coverage presented by the Supplier is not sufficient to cover the exposure to the risk of performing the service subject to the Contract, the Supplier undertakes to review and modify them as necessary and in accordance with the conditions of the insurance market.

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

23.1.6. The existence, validity and effectiveness of the insurance policies referred to in this clause is an essential condition for ENEL and, therefore, if the Supplier is not able to prove at all times that it has insurance coverage, ENEL may terminate the Contract, without prejudice to the obligation to pay compensation for the damages suffered by ENEL.

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

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

## 23.2. Insurance relating to the Contracts entered into by ENEL.

23.2.1. Subject to the other conditions of this clause and without prejudice to its liability under the Contract, and without this section limiting the same, the Supplier will contract and maintain in force at its own expense and at all times throughout the term of the Contract with insurers of recognized prestige and solvency, legally authorized to issue policies in Spain and under terms and conditions of coverage to the satisfaction of ENEL the insurances described below, it being understood that the amounts thereof shall never be less than those mandatory according to the laws and regulations in force and that the maintenance of such insurance shall not vary any of the indemnity obligations established by the Contract:

- a) General Civil Liability Insurance, to cover claims for material and/or personal damage and its consequences, caused to third parties, from the date of commencement of the work until the expiry 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 limit of compensation per claim may not be less than THREE MILLION EUROS (€3,000,000), with a sublimit per victim of not less than SEVEN HUNDRED THOUSAND EUROS (€700,000). In addition to the Supplier, ENEL and/or its subsidiary companies involved in the execution of the Contract will appear as insured in the policy without losing its status as a third party.
- b) Occupational Accident or Social Security Insurance for all the Supplier's own personnel, as legally required during the term of the Contract.
- c) In the event that the Supplier uses systems or platforms with ENEL data or that are interconnected with ENEL systems, Cyber Risk Insurance to cover damages and civil liability arising from a cyberattack or internal fraud on the computer systems or Software used in the execution 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 such systems if they fail.
- d) Any other compulsory insurance, in accordance with the legislation in force during the term of the Contract.

In the event that there is any other policy that covers the same interest as the policies taken out in accordance with paragraphs a) and b) above, the latter will have the character of primary insurance, acting in the first instance.

Regardless of the above insurance, the Supplier may take out the complementary policies it deems necessary for the full coverage of its interests and liabilities under the Contract.

23.2.2. Before starting the work, the Supplier shall provide ENEL with a signed copy of the certificates of the policies required in the previous sub-clause, and reliable evidence, issued by the insurer, of the payment of the premium. This control will remain in force throughout the term of the Agreement. Failure to deliver the policies or the previous certificate will entitle ENEL to terminate the Contract for reasons attributable to the Supplier.

23.2.3. Any difference that arises in the payment of compensation, whether due to deductibles and/or overdrafts in any of the insurance policies contracted, must be borne by the Supplier, in order to carry out the successful execution of the Contract. In the event that the loss is totally or partially attributable to ENEL, ENEL will reimburse the Supplier the amount of the deductible that the latter would have paid in proportion to its liability.

23.2.4. Compliance with the foregoing clauses shall not relieve or limit the Supplier from its liabilities in accordance with the other clauses of the Contract.

23.2.5. The Supplier shall notify as soon as practicable, but no later than seven (7) calendar days from becoming aware of the incident, of any facts that may give rise to a claim under the insurance policies contracted.

## 24. SUSPENSION, WITHDRAWAL AND TERMINATION.

### 24.1 Suspension.

24.1.1. If, for any reason, ENEL considers it necessary or is obliged to suspend all or part of the performance of the Contract, it shall notify the Supplier in writing, explaining the reason and providing an estimate of the duration of such suspension. The suspension will be effective from the date indicated in the notification. The Supplier must, from that date, cease activities and will store and maintain the work carried out until then, without prejudice to all other obligations arising from the legislation in force and/or established in the Contract.

24.1.2. ENEL will notify the Supplier in advance of the resumption of activities in writing and such communication will take place before the date specified therein. The time remaining for the completion of the suspended part of the execution of the object of the Contract shall begin to run 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 portion of the work or delivery which is in advanced condition at the time of notification, and not provided for in the Contract, shall be negotiated between the Parties.

24.1.3 If the suspension is motivated by non-compliance or a reason attributable to the Supplier, the Supplier shall bear all costs and expenses incurred by ENEL due to the suspension.

#### **24.2 Withdrawal.**

24.2.1 ENEL may withdraw from the Contract at any time and regardless of the evolution of the activities subject to the Contract.

24.2.2 The withdrawal must be communicated by ENEL by means of a reliable communication, which will detail the activities that must be completed and those that must be immediately interrupted by the Supplier. The activities carried out correctly by the Supplier up to the date of effect of withdrawal will be paid at the contractual prices.

24.2.3 Discontinued activities and those that have not yet been executed shall be subject to reimbursement of documented expenses for commitments already assumed if they are not revocable without economic consequences, or to reimbursement of the documented value of such consequences, if this would be more beneficial to ENEL.

24.2.4 The Supplier may desist from the performance of the Contract in accordance with the provisions of the law applicable to the Contract.

24.2.5 Even in the event of withdrawal, the confidentiality obligations set out in these General Conditions and in the Contract remain in force.

#### **24.3 Termination.**

24.3.1 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 negatively 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 modifies the performance of the Contract in a substantial way.
- b) dissolution, transformation, spin-off, merger, absorption, 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 ethical conduct regulations.
- c) a decrease in the Supplier's economic or financial capacity or solvency and/or credit risk, 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 any other type of legal difficulty, or any other type of difficulty, that negatively affects the execution of the Contract by the Supplier.
- d) interruption or suspension by the Supplier of the execution of the Contract, except if it occurs due to force majeure or due to duly accredited cause attributable to ENEL.
- e) the Supplier in its performance of the Contract reaches the maximum amount of the penalties contemplated in the Contract, or in the event that the delay or any other breach of the Supplier is such that it frustrates the correct execution of the scope of the Contract.
- f) inability of the Supplier to obtain in a timely and complete manner the certificates, authorisations, licences and/or approvals necessary for the proper execution of the Contract in relation to its own products or activities or any loss thereof while the Contract is in force, except if it occurs due to force majeure or due to duly accredited causes attributable to ENEL.
- g) inability of the Supplier to remedy non-compliance with the corresponding Technical Specifications and/or in the event of repeated errors or defects or non-compliance in relation to the instructions provided by ENEL.
- h) inability to perform or failure by the Supplier to comply with the object of the Contract or with any of the requirements or precepts of the legislation 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) the verification at any time, after the signing of the Contract, of any omission or lack of veracity of any information or statement offered by the Supplier in relation to compliance with the legal, economic, financial, technical or contractual conditions.
- k) incorrect execution of the object of the Contract for reasons attributable to a collaborator of the Supplier, or to any person designated by the Supplier, and/or the non-payment of compensation for damages caused to any person or property.
- l) refusal by the Supplier to commence the execution of the Contract except if it occurs due to force majeure or duly accredited cause attributable to ENEL.

m) the Supplier's refusal, except if it occurs due to force majeure or due to a duly accredited cause attributable to ENEL, to resume the performance of the Contract that ENEL (for whatever reason) has ordered to be suspended, when ENEL itself has indicated its resumption.

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 lead to the deterioration of ENEL's confidence in the Supplier's honourability and integrity, and in its reliability for the execution of activities in accordance with the provisions of the Contract.

p) loss of even one of the requirements established for approval (if applicable), in relation to the conclusion and compliance with the Contract.

q) when ordered by any administrative or judicial authority.

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

24.3.2 In the cases described above, ENEL may, by means of a written communication (or in electronic format, where provided for in the Contract), terminate the Contract immediately or grant the Supplier a period of remediation to remedy the breach of contract. If the Supplier does not cure such breach within the period granted, the Contract will be automatically terminated. In any case, ENEL may also claim compensation for any loss or damage suffered.

24.3.3 In the event of termination of the Contract for reasons attributable to the Supplier, ENEL shall be entitled to acquire what the Supplier has already produced, in whole or in part, or delivered, paying the relevant prices, when contemplated in the Contract.

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

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

b) execute any financial guarantee provided by the Supplier.

## **25. FORCE MAJEURE.**

25.1. None of the Parties shall be liable for the breach of any of its contractual obligations if the performance of such obligations is delayed or prevented by force majeure, as defined in Article 1105 of the Spanish Civil Code and in the applicable case law.

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

to. Weather 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 corrected in advance, in obtaining material or human resources for the execution of the Contract.

d. Technical, economic or financial difficulties of the Supplier.

and. Strikes or labor disputes of the Supplier, unless such strikes or conflicts are national or sectoral in nature.

25.3. 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. Identify the causal events and the circumstances in which they have occurred.

2. Detail the estimated duration of the situation.

3. It shall list the contractual obligations affected and the measures it will adopt to reduce, if possible, the negative effects of the events on the performance of the Contract.

4. Attach the documents that prove that the causal events must be considered as a cause of Force Majeure.

25.4. The other Party shall respond in writing accepting or not accepting the cause in a reasoned manner, within a maximum period of ten (10) calendar days after receipt of the aforementioned notification. The failure of the notified Party to respond within the period indicated shall be understood as acceptance of the cause invoked.

25.5. The performance of the obligations affected by Force Majeure will be suspended during the period of duration of said cause, without any compensation 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 according to the contractual terms and conditions in force before the occurrence of the aforementioned cause.

25.6. After the cessation of the Force Majeure event, the Parties will agree either on the extension to be made of the contractual deadlines, or on the necessary measures that can be adopted to recover, in whole or in part, the lost time in order to maintain, if possible, said deadlines. The Parties shall take all reasonable measures within their power to ensure that the performance of all the obligations of the Contract affected by Force Majeure is resumed in the best conditions and with the least delays, after the cessation of the aforementioned cause.

25.7. If due to force majeure conditions, the performance of the Contract is substantially affected and suspended for more than one hundred and eighty (180) calendar days, or it can be shown that its performance is impossible, either Party may request the termination of the Contract, without compensatory consequences between the Parties.

## **26. LEGAL-LABOR OBLIGATIONS.**

### **26.1. General issues.**

26.1.1. The Supplier undertakes to comply correctly and to the fullest extent with the applicable labour, legal or conventional, and occupational health and safety regulations, in accordance with the Contract and applicable legislation. The Supplier's compliance with this obligation is considered essential for the successful completion of the Contract, so failure to comply will constitute just cause for termination of the Contract at the request of ENEL, without prejudice to the compensation for damages in favour of ENEL that may be applicable.

26.1.2. Given that ENEL may be legally liable, directly, jointly and severally or subsidiarily, for certain breaches of the law by the Supplier:

- 1) ENEL will verify and verify the Supplier's compliance with its legal obligations in this area.
- 2) The Supplier undertakes to make available to ENEL, in the form and with the frequency determined by it, the information and documentation that proves compliance with its legal obligations.

26.1.3. The aforementioned information and documentation will be provided in the manner and through the medium, physical or electronic, determined by ENEL at any given time, giving priority to the contribution through telematic means. 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 systems and resources or those of others. ENEL reserves the right to entrust third parties with the verification and accreditation of compliance with the Supplier's compliance with the documentary obligations in legal-labor matters, occupational risk prevention and complementary matters. The Supplier shall be informed of all this in an appropriate and detailed manner; and, in the event of changes, with sufficient notice so that they can be complied with.

26.1.4. Failure by the Supplier, at the time established by ENEL, to provide the documentation may, at ENEL's discretion, impede the execution of the Contract, in whole or in part, both at ENEL's facilities and at those of its customers. In the event that this is the case, ENEL may terminate the Contract and/or require the Supplier to compensate for the damages caused.

26.1.5. ENEL reserves the right to carry out, with its own or third-party means, audits to verify the Supplier's compliance with the labour and occupational health and safety obligations for which ENEL may be directly liable, jointly and severally or subsidiarily in the event of non-compliance by the Supplier. These audits may be carried out both at ENEL's facilities and at the Supplier's own facilities, and the Supplier shall be notified at least seventy-two (72) hours in advance. ENEL may also carry out on-site inspections, at the place of execution of the contracted activities, to examine the Supplier's compliance with its obligations in terms of occupational health and safety. These inspections may be carried out by ENEL, with its own or third-party means, at any time, with no other requirement than that they be communicated on the spot to the person responsible for the Supplier's service. 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 auditing.

26.1.6 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 information, as well as that which may be requested in the course of the audits. Failure by the Supplier to comply with this obligation will entitle ENEL to terminate the Contract and/or to demand from the Supplier the appropriate compensation for damages.

### **26.2. Incompatibilities.**

26.2.1. The Supplier undertakes, unless prior and expressly authorized by ENEL, not to use in the execution of the Contract the services of persons who are active or who have left the ENEL Group companies due to retirement, early retirement or equivalent mechanism, either directly or through an entity with which they have an employment relationship. or through third parties.

26.2.2. Nor may any person in an active or retired situation or with an employment contract terminated or suspended due to early retirement or equivalent mechanism in relation to ENEL hold the status of administrator or majority shareholder of the Supplier, unless expressly authorized by ENEL.

26.2.3. Failure to comply with any of these obligations shall constitute just cause for ENEL to terminate the Contract and/or to demand from the Supplier the appropriate compensation for damages.

### **26.3. Occupational health and safety.**

#### **26.3.1. Compliance with regulations.**

The Supplier will comply with the regulations on the prevention of occupational risks and any other regulations, whether legal or conventional, that contain prescriptions relating to the adoption of preventive measures in the workplace or likely to produce them in said area.

26.3.2. Organization of work.

It is the obligation of the Supplier to organize the work and the health and safety of its workers, which requires the performance of the contracted service, as well as in those cases in which it has to acquire materials and/or work equipment. The Supplier shall appoint a person in charge of its organisation, with proven competence, for the purposes of its management, supervision and coordination with managers of other suppliers and ENEL subcontractors, if applicable, and in any case with ENEL personnel with responsibility for work organisation and prevention.

26.3.3. Preventive organization.

The Supplier will establish the modality of preventive organization, including the Prevention Services, preventive resources and health care required by the legal provisions and the Technical Specifications, agreed upon in the coordination of activities or advises prudence based on the risks derived from work, in order to avoid occupational accidents.

26.3.4. Supplier's Personnel.

The Supplier guarantees the safety and protection of the workers in its service in all aspects related to the work. To this end, and within the framework of its exclusive responsibility, it must adopt 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 surveillance of the health of the personnel in its service and any other measures that may be necessary.

26.3.5. Coordination of activities.

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

**26.4. Information and documentation that the Supplier must provide to ENEL.**

26.4.1. ENEL will request from the Supplier the information and documentation it deems necessary to verify the correct compliance by the Supplier with those legal obligations from which ENEL may be liable. The list of documents that ENEL will generally require and detailed below is not exhaustive and may be modified by ENEL in the event of legislative or policy modifications in this area, with the only requirement that they be communicated to the Supplier one (1) month in advance of their effectiveness.

26.4.2. ENEL, taking into account the type of activity or risk associated with the service that is the subject of the Contract, may agree that the documentation to be provided by the Supplier is not all that detailed in this section or focuses on specific aspects.

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

26.4.4. When the Supplier has recently provided certain documentation or information in any other tender or for another current contract entered into with ENEL, and it is in force and complies with the requirements of the new tender or Contract, it will not be necessary to provide it again, although the Supplier must indicate the reference of the tender or Contract for which it has previously provided it.

26.4.5. Failure by the Supplier to comply with its obligations to deliver the documentation regulated in this section in a timely manner shall constitute just cause for termination of the Contract at the request of ENEL, without prejudice to the appropriate compensation for damages in favour of ENEL.

26.4.6. In general, and Self-employed workers with dependent workers.

To. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:

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

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE PERFORMANCE OF THE CONTRACT:

1. List of the workers assigned to the execution of the Contract, indicating for each of them the following: name and surname(s), NIF, Social Security affiliation number, place/work centre where they are going to provide services, professional category or job, if applicable, if the worker will be subject to particularly dangerous risks. This document will be updated each time there is an incorporation or withdrawal of the workers assigned to the execution of the Contract.

2. Authorisation by the Supplier to ENEL before the General Treasury of the Social Security to verify the affiliation or registration with the Social Security of each of the workers employed by the Supplier 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 Duration of the Contract.
3. ITA report (report issued by the General Treasury of the Social Security of workers registered in a contribution code). When, after the start of the execution of the Contract, there are new workers (whether or not they are newly hired), the Supplier will provide a new ITA Report duly updated. In the case of new hires, you may submit, as an alternative to the ITA Report and at the Supplier's choice, a document accrediting registration in the General Social Security Scheme for each worker, 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 in ENEL's facilities if they are not registered with the General Treasury of the Social Security, and the Supplier will be liable for all damages that ENEL may suffer as a result of the Supplier's failure to comply with this obligation.

4. Responsible declaration by the Supplier in which it declares and guarantees:
  - that it has and has in its possession a current certification of medical aptitude for the specific work to be carried out of all the workers assigned to the execution of the Contract,
  - that it has and is in its possession acknowledgment of receipt from all the workers assigned to the execution of the Contract of having received information on the occupational risks of the ENEL facility in which it is going to carry out its activity, as well as the risks and prevention measures inherent to their job,
  - that all the workers assigned to the execution of the Contract have the specific theoretical-practical training of the job they are going to carry out and that they have in their possession the individual certifications accrediting it, with the validity determined for each case by the legislation and updated, at least, every three (3) years,

The Supplier is obliged to have duly filed the documentation accrediting all the points expressed through the Responsible Declaration; 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.

**C. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER DURING THE PERFORMANCE OF THE CONTRACT:**

1. On a quarterly basis, a declaration of responsibility for being up to date with the payment of salary obligations with all the workers assigned to the execution of the Contract. The Supplier guarantees compliance with this obligation, as well as having the documentation accrediting it; 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.
2. Quarterly, Social Security contribution bulletin, form TC1, settlement of contributions of all workers assigned to the execution of the Contract; as well as proof of payment.
3. Quarterly, Social Security contribution bulletin, form TC2, nominal list of workers.
4. Annually, Certification from the Tax Agency that certifies 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 obligation to pay the premium, receipt accrediting that you are up to date with the payment of the Civil Liability and Damage to Third Party Insurance.

**26.4.7. Self-employed workers who are not in charge of other workers.**

**To. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:**

1. Document accrediting that you have paid the contribution of the Special Regime 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 Regime for Self-Employed Workers of the Social Security in the month of submission of the offer.
2. Civil liability and damage insurance to third parties with the coverage established by ENEL and receipt accrediting the payment of the corresponding premium.

**B. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE PERFORMANCE OF THE CONTRACT:**

The Supplier is obliged to have duly filed the documentation accrediting all the points expressed through the Responsible Declaration; 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.

**C. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER DURING THE PERFORMANCE OF THE CONTRACT:**

Depending on the frequency of the obligation to pay the premium, receipt accrediting that you are up to date with the payment of the Civil Liability and Damage to Third Party Insurance.

**26.4.8. Foreign workers.**

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

**To. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:**

1. Civil liability and damage insurance to third parties with the coverage established by ENEL and receipt accrediting the payment of the corresponding premium.
2. Designation of the Supplier's interlocutor with ENEL.

**B. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE PERFORMANCE 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:
  - to. Document accrediting registration with the Social Security of the country of origin and payment of contributions, form A1, or the one that replaces it.
  - b. European Health Insurance Card or equivalent to it, according to the legislation of the country of origin.
2. In the case of workers who carry out their activity in Suppliers located in countries that do not belong to the European Union, the European Economic Area or Switzerland:
  - to. Certificate of residence and work permit for workers outside the European Union.
  - b. Health document for assistance to the posted foreign worker, in the event of accident or illness (medical insurance or similar).
3. Likewise, the Supplier will present, with the corresponding scope and content, a list of the workers assigned to the execution of the Contract, indicating for each of them the following: name and surname(s), NIF, Social Security affiliation number of the country of origin or equivalent, place/work centre where they are going to provide services, professional category or job position, if applicable, if the worker will be subject to particularly dangerous risks. This document will be updated each time there is an incorporation or withdrawal of the workers assigned to the execution of the Contract.
4. Responsible declaration by the Supplier in which it declares and guarantees:
  - that it has and has in its possession a current certification of medical aptitude for the specific work to be carried out of all the workers assigned to the execution of the Contract,
  - that all the workers assigned to the execution of the Contract have the specific theoretical-practical training of the job they are going to carry out and that they have in their possession the individual certifications accrediting it, with the validity determined for each case by the legislation and updated, at least, every three (3) years,

The Supplier is obliged to have duly filed the documentation accrediting all the points expressed through the Responsible Declaration, 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.

**C. DOCUMENTATION THAT MUST BE PROVIDED BY THE SUPPLIER DURING THE PERFORMANCE OF THE CONTRACT:**

1. On a quarterly basis, a declaration of responsibility for being up to date with the payment of salary obligations with all the workers assigned to the execution of the Contract. The Supplier guarantees compliance with this obligation, as well as having the documentation accrediting it, 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.

2. Depending on the frequency of the obligation to pay the premium, receipt accrediting that you are up to date with the payment of the Civil Liability and Damage to Third Party Insurance.

In the event that the Supplier assigns national and foreign workers to the execution of the Contract, the Supplier must provide all the documentation detailed in subsection 26.4.6., although, in relation to foreign workers, the provisions of section 26.4.8 above will apply.

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

26.5.1. ENEL needs to have certain data on the Supplier's activity and the circumstances of its execution, in some cases with a purely informative and statistical scope, in order to respond to requests for information deriving, in some cases, from its participation in certain indices and rankings in the field of Sustainability and Corporate Responsibility; and in other cases, derived from legal requirements incumbent on ENEL as the main employer vis-à-vis the Administration or the legal representatives of ENEL's workers. By way of example and not limitation:

- to. number of hours of work performed by the Supplier's employees in the Contracts (totals, per Contract, per work centre and per employee);
- b. number of Supplier workers classified by gender (male/female) who carry out their activity under the Contracts;
- c. type of contract of workers with the Supplier (for an indefinite period/temporary; full-time/part-time; where applicable, self-employed);
- d. days worked by the Supplier's staff (estimate of the equivalent of days worked full-time -FTE-).

26.5.2. The Supplier is obliged to provide, in a diligent and truthful manner, the information required for this purpose in the form and periodicity determined by ENEL. ENEL, for its part, undertakes to require the Supplier only to provide the information that is certainly necessary for the purposes set out in the first paragraph of this subsection, as well as to collect it in a format and by the least onerous means possible for the Supplier.

26.5.3. In addition, after the signing of the Contract and before the start of its execution, ENEL may request the Supplier to provide a Responsible Declaration stating and guaranteeing that all the workers assigned to the execution of the Contract have received training in environmental matters, have been informed of the environmental requirements applicable to ENEL and have assumed its environmental policy; and that he has in his possession the documentation accrediting all this.

26.5.4. The Supplier is obliged to have duly filed, in the personal file of each of its employees, the documentation accrediting all the points expressed through this Responsible Declaration, 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.

#### **27. CODE OF ETHICS.**

##### **27.1. General details.**

27.1.1. The ENEL Group, in the management of its business activities and relations 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 equivalent principles. These principles, as well as the rest of the Ethical Conduct Standards, are available at the [www.endesa.com](http://www.endesa.com) address.

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

27.1.3. The Supplier acknowledges the commitments of ENEL's Code of Ethics and, in the management of its business and relations with third parties, declares to refer to equivalent commitments, and guarantees that its employees and third parties who collaborate with it, in any capacity, for the purposes of the execution of the Contract are bound by equivalent principles, in the performance of its activities and in the management of relations with third parties, to those adopted by ENEL.

27.1.4. The Supplier shall comply with the Conventions of the International Labour Organization (ILO), and with the legal obligations on the prevention of child labour and the protection of women; equal opportunities; the prohibition of discrimination; abuse and harassment; freedom of association and representation; forced labor; 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.

27.1.5. The Supplier shall also comply with and ensure that third parties who cooperate with it, in any capacity, for the purposes of the performance of the Contract, comply with the legislation in force regarding wages, pensions and social security contributions, insurance, taxes, etc., in relation to all employees employed in any capacity in the performance of the Contract. In the event of a conflict between existing legislation and ILO Conventions, the most restrictive standards shall prevail.

27.1.6. Each Party undertakes to avoid any form of corruption. Therefore, ENEL prohibits and the Supplier undertakes not to make use of any type of promise, offer or request for illicit payment, in cash or through any other benefit, in order to promote its relations 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 execution of the Contract.

27.1.7. The Supplier undertakes to inform ENEL, to the best of its knowledge and belief, after the appropriate verifications, of situations relating also to its own employees and to third parties collaborating with it, in any capacity, for the execution of the Contract, which may make it impossible to comply with the obligations set out in this section, and to inform ENEL of the plans implemented to correct them.

27.1.8. ENEL reserves the right to carry out any control and monitoring activity through 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 third parties collaborating with it, by any title in the execution of the Contract. In such cases, the Supplier is obliged to allow ENEL access to its facilities and to provide the requested documentation promptly, as well as to make every effort to ensure that third parties collaborating with it, in any capacity, for the purposes of the performance of the Contract, do the same.

27.1.9. ENEL shall be entitled to terminate the Contract and to claim compensation for damages suffered for reasons attributable to the Supplier, in cases where there is reasonable and sufficient certainty 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.

## 27.2. Conflict of interest.

27.2.1. During the execution of the Contract, the Supplier declares that it has no 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.

27.2.2. 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 promptly notify ENEL 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.

## 27.3. Integrity Clause.

27.3.1. By signing the Contract, the Supplier declares:

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

27.3.2. The Supplier undertakes to immediately inform 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 section;
- b. in the event of knowledge of being subject to criminal investigation as referred to in point c) of the previous section.

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

## 27.4. Health and Safety.

27.4.1. 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.

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

<http://globalprocurement.enel.com> under "Other useful documents" and

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

<https://www.enel.com/investors/sustainability>.

27.4.3. 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.

**27.5. Reputational risk.**

27.5.1 ENEL may terminate the Contract and claim the corresponding compensation for damages due to non-compliance by the Supplier, in the event of loss or deterioration by the Supplier of the requirements of honesty that it assumes and declares to possess with the signing of the Contract, and especially if the Supplier fails to comply with the Code of Ethics, of the Zero Tolerance Plan against Corruption, of the regulation on conflict of interest and of the Human Rights Policy established by ENEL, as well as of the Principles of the United Nations Global Compact, all documents that the Supplier declares to be aware of and assumes in their entirety. ENEL may adopt the aforementioned measures in the event that the Supplier carries out 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 in the proper performance and execution of the Contract.

**27.6. Supplier Code of Ethics.**

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

**28. INTERNATIONAL SANCTIONS AND DECISIONS REGARDING EXPORTS CONTROL.**

28.1. Each Party represents and warrants to the other that, as of the effective date of the Agreement, none of them, to the best of its knowledge, after due investigation, nor any of its officers, nor the members of its governing body, nor shareholders holding at least a five percent (5%) interest in any of the Parties or in any company of which either Party is at least fifty percent (50%) owned or otherwise controlled, or under common control by the ultimate 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" means all applicable economic or financial sanctions or trade embargoes imposed or applied on the basis of laws, regulations, executive orders, restrictive measures or other related rules imposed or publicly notified by
  - a) the United Nations;
  - b) the European Union;
  - c) the U.S. government, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control;
  - d) Her Majesty's Treasury of the United Kingdom; or
  - e) the Republic of Italy.

28.2. Each Party shall fully comply with all legal requirements relating to penalties in connection with its performance of the Contract.

28.3. Each Party undertakes to maintain in force and enforce policies and procedures designed to avoid the application of any sanctions, and to promptly notify the other Party in writing of the commencement of any proceedings that may lead to the imposition of a sanction and, in any case, the application of any sanction throughout the Duration of the Contract.

28.4. 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 sanction, and will 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 Duration of the Contract, against the aforementioned third parties.

28.5. 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 performance 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, the Supplier shall indemnify and hold ENEL harmless for any related damages, losses, costs or expenses.

28.6. In such cases of termination, the Parties may negotiate in good faith to mitigate as far as possible any loss or damage in connection with or arising from the sanctions, within the period of notice of the termination. In the absence of such agreement, within seven (7) calendar days of notice of termination, the Contract shall automatically terminate, without prejudice to any other remedies that may be available under the Law or the Contract.

**29. PROCESSING OF PERSONAL DATA**

**29.1. Privacy notice regarding personal data processed by parties for the purposes of this contract.**

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

29.1.2. The Parties are informed that personal data are acquired reciprocally during the performance of the Contract, and are processed for the management and execution 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.

29.1.3. In relation to the personal data collected by each Data Controller, for the purposes of the formalisation, management and execution of the Contract, it is stated that:

- The Data Controllers are each of the Parties;
- The interested party is the natural person participating in the award procedure (participants, representatives and professionals) whose personal data are processed for the purposes of stipulating, managing and executing the Contract (hereinafter, "the Data Subject");
- The personal data processed may be communicated to third parties, for example, to companies subject to the management and coordination 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 authorized to exercise the rights set out in Articles 15 to 22 of the GDPR (right to access the personal data collected, the request for its rectification, portability or deletion, request for restriction of the processing of data relating to him/her or to lodge an objection), where applicable, by contacting each Data Controller;
- Data Subjects 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, whose contact details can be found on the Data Controller's website.

## 29.2. System Administrators.

29.2.1 In the event that, in the performance of the Contract, the staff of the Supplier and/or the Subprocessor who process ENEL's personal data in the systems, perform functions attributable to a "System Administrator", as a professional responsible for the management and maintenance of a computer system or component, the Supplier undertakes and guarantees that any Subprocessor undertakes to:

- Formally designate such persons;
- To provide System Administrators with specific instructions for the performance of the assigned functions and to carry out appropriate training activities, also in relation to the protection of personal data;
- Make available, at ENEL's request, the list of System Administrators designated by the Supplier and, where appropriate, by the Subprocessors;
- In the event that they use their own electronic systems and files, adopt appropriate systems for the registration of logical access (computer authentication) by their System Administrators and provide ENEL with a copy upon request.

## 29.3. Appointment of the Supplier as Personal Data Processor (where applicable).

29.3.1. In cases where the Supplier is required to process personal data on behalf of ENEL, upon signing the Agreement and for its entire duration, ENEL, as the Data Controller (hereinafter the "Data Controller" or "Controller"), appoints the Supplier, who accepts, as the Data Processor (hereinafter the "Data Processor" or "Processor"), in accordance with and for the purposes set out in Article 28 of the GDPR.

29.3.2 If the Data Processor is a Joint Venture (hereinafter, "UTE") or a Consortium, the companies that make up the aforementioned Joint Venture or Consortium will be considered Data Processors. The UTE or the Consortium undertakes to transmit to the member companies and the executing companies the letters of designation of the Data Processor of the personal data, which must reach ENEL, completed and signed for acceptance by the member companies and the executing companies. The UTE or the Consortium undertakes to inform the member companies and the executing companies of the obligations of this clause.

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

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

## 29.3.5 Duties and instructions.

29.3.5.1. The Supplier, based on its proven expertise, 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) It will only process personal data in accordance with the instructions given 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 violate the provisions of the GDPR or the data protection legislation of any of the Member States of the European Union, the Processor must immediately inform the Data Controller;

b) Designate the employees or collaborators who are in charge of carrying out any operation, including mere consultation, relating to the processing of personal data for which ENEL is the Data Controller (hereinafter, "Authorized persons"). In this regard, you must ensure that Authorized persons are committed to confidentiality or have an appropriate legal obligation of confidentiality. It must also ensure that such Authorized persons are adequately trained on the principles relating to the protection of personal data;

c) Send ENEL the Self-Declaration of the designation of the Authorized persons who process 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. It will be the responsibility of the Supplier to inform 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 fact, so that the Data Controller can immediately revoke the system authorizations issued;

d) It shall adopt the security measures provided for in Article 32 of the GDPR, as well as all other preventive measures based on experience, designed to prevent unauthorized processing of personal data or that does not conform to the purposes of the Contract. In addition, you must regularly check the adequacy of these measures to ensure that they are appropriate to the risk associated with the processing of the data, notifying without undue delay any breach of personal data, as well as carrying out all impact assessments in order to ensure the confidentiality and security of the personal data and minimise the risks of accidental destruction or loss of the same;

e) Implement any other security measures that ENEL deems necessary to adopt, to prevent the breach of personal data, namely the security measures provided for in the Annex to the Contract;

f) It will provide all the necessary information so that ENEL can comply with its duty to respond to the request of the Data Subject in the exercise of its rights; (i) access, rectification, erasure and objection, (ii) restriction of processing, (iii) data portability, (iv) unless they are subject to automated individual decisions (including profiling). To this end, when the interested parties exercise these rights before the Data Processor, the latter must communicate it by email to the following address: [ENDESAProtecciondedatospersonales@enel.com](mailto:ENDESAProtecciondedatospersonales@enel.com). The communication must be made immediately and in no case later than the working day following the receipt of said request, together with, where appropriate, all the information that may be relevant for the resolution of the request;

g) It will help ENEL to ensure compliance with its tasks, provided for in articles 32 to 36 of the GDPR, considering the nature of the processing and its role as a Data Processor;

h) Upon termination of the Contract, you will return and/or delete, by notification, all personal data that have come into your possession due to the execution of the Contract, with the exception of personal data whose retention is necessary for, among others, purposes related to: (i) legal obligations; (ii) exercise or defense of legal claims. ENEL also reserves the right to request the cancellation/return of the processed data even before the termination of the Contract by notifying the Supplier in writing;

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

j) In the event of actual or suspected security breaches of personal data, ENEL will be notified by e-mail immediately and, in any case, within forty-eight (48) hours of becoming aware of the event and in any case without undue delay, together with all relevant information for the documentation and communication of the incident. The communication shall contain at least the following information:

- a.- 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 point of contact where more information can be obtained.
- c.- Description of the possible consequences of the breach of the security of personal data.
- d.- Description of the measures adopted or proposed to remedy the breach of the security of personal data, including, if applicable, the measures adopted 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) In accordance with Article 30 of the GDPR, you will keep a record of processing activities carried out on behalf of the Data Controller.

l) You will maintain a duty of confidentiality in respect of the personal data to which you have had access under the Contract, even after the conclusion of its performance;

- m) It will not communicate data to third parties unless expressly authorized by the Data Controller and within the legally permitted cases. However, the Data Processor may provide access to personal data to other (Sub)Processors following the instructions of the Data Controller. In this case, the initial Processor will identify, in advance and in writing, the data that could 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 subject to processing under the Contract is processed and stored;
- o) At the time of collection of personal data, it will provide data subjects with information regarding the processing of their personal data. The wording and format will be agreed upon and provided by the Data Controller;
- p) It will allow the Data Controller to carry out periodic controls or inspections in order to verify compliance with the obligations set out in the Contract, as well as to carry out audits or inspections carried out by the Data Controller or, where appropriate, by another auditor authorized by the Data Controller;
- q) Promptly rectify the problems raised in any audit report in order to reasonably satisfy the Data Controller, who has the right to carry out a follow-up audit on the aspects in which deficiencies have been discovered with respect to the established conditions;
- r) It will guarantee the necessary training, in terms of personal data protection, to the persons authorized to process personal data.

29.3.5.2. The Parties undertake to transfer personal data to a third country or international organization outside the European Union exclusively under the requirements and conditions set out in Articles 45, 46, 47 and 49 of the GDPR, after an appropriate assessment of the specific circumstances of the transfer carried out by ENEL (DTIA). In the event that ENEL deems it appropriate as a result of such evaluation, 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.

29.3.5.3. The Supplier may not process personal data for purposes other than those defined for the performance of the Contract. In particular, when it is not necessary for the performance of the Contract, the Supplier may not carry out, by way of example, but not exhaustively, a mass extraction of personal data, copies, visualizations and/or screenshots, photos, videos of personal data, including through the use of "RPA - Robotic Process Automation" (or "automaton"), unless it is necessary for the execution of the Contract or unless it has obtained prior authorization from ENEL.

29.3.5.4. If any Supervisory Authority: (i) contacts the Processor in relation to its systems or any processing of personal data carried out by the Processor relating to the subject matter of the Contract, (ii) conducts, or notifies its intention to carry out an inspection to the Processor in respect of the processing of personal data subject to the Contract or, (iii) adopt, or notify its intention to adopt, any regulatory action alleging improper or inappropriate practices related to any processing of personal data carried out by the Processor, the Processor must immediately notify the Controller and subsequently provide it with all the information relating to such actions, to the extent permitted by the applicable regulations.

#### **29.3.6. Compensation and liability.**

29.3.6.1. Without prejudice to the liability and compensation to be assumed by the Processor under the terms set out 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 Contract or 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 previous paragraph, if the Processor is unable to comply with the instructions given by the Controller for any reason, the Processor must promptly inform the Controller of its inability to comply with them.

29.3.6.2. In accordance with Art. 28 paragraph 4 of the GDPR, the Supplier shall remain fully liable to Enel for any breach or incorrect performance of the obligations set out in this clause, including on behalf of any of its sub-processors.

29.3.6.3. 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 from the Processor additional compensation proportionate to the damage caused.

29.3.6.4. The Responsible Party shall be exonerated from any liability in the event that it is proven that he is not responsible for the damage caused.

29.3.6.5. If the Controller or the Processor has paid compensation for the damage caused, he or she shall be entitled to claim from the other party the proportional amount corresponding to the damage caused by the causing party.

29.3.6.6. Without prejudice to the right of the Parties to object, when an administrative sanction or fine is imposed on the Controller under the terms of the applicable legislation on data protection, for acts attributable to or caused by the Processor, the Processor shall

compensate the Controller and cover the total amount of said fine. If the fault of the Processor is partial, the compensation to the Responsible Party will be given in the same proportion of the cause.

29.3.6.7. In the event of any claim brought against the Processor or the Controller by a data subject or any entity referred to in Article 80 of the GDPR in relation to a complaint filed under the terms of the GDPR, the Parties undertake to assist each other in the defence of such 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.

29.3.6.8. 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 on behalf of or on behalf of the Controller.

#### **29.3.7. Duration.**

29.3.7.1. The aforementioned appointment as Data Processor will be automatically revoked at the time of termination of the contractual relationship or upon its termination for any reason, without prejudice to the provisions of the previous article 29.3.5.1. h).

#### **29.3.8. Sub Data processors**

29.3.8.1. If, for specific processing activities, the Supplier intends to involve other Processors external to its own organization in the performance of the Contract, they must be designated as subprocessors (hereinafter, interchangeably, "Subprocessors" or "Subprocessors"). The Subprocessors must comply with the same obligations as those contemplated in the Contract for the Data Processor, the Processor being liable, in any case, to the Controller for the breach of the Subprocessor's obligations.

29.3.8.2. The Data Processor must previously communicate this fact in writing to the Data Controller, indicating the services and/or supplies, and treatments that it intends to subcontract, and clearly and unequivocally identifying the subcontracted company and its contact details (Annex 2). At the time of signing the Contract, the Subcontractors/Subprocessors communicated by the Processor shall be deemed authorized for the provision of the services and for the processing of personal data. If the Processor has a justified intention to change the list of Subcontractors/Subprocessors, it must request authorization from the Responsible Party in accordance with Annex 3 before appointing new subsequent Subcontractors/Subprocessors. Annex 3 shall also be used to communicate to the Controller the updated list of Subcontractors/Subprocessors even if one of them is excluded from the list.

29.3.8.3. Prior to making the above-mentioned communication, the Processor shall exercise due diligence to ensure that the Subprocessor is able to provide the level of data protection required under the terms of the Contract, and shall provide the respective findings to the Controller, together with the communication referred to in the previous paragraph.

29.3.8.4. Before the start of the activities covered by the Contract, and in any case before the start of the processing activities, the Sub-Processor, through the Supplier, shall send to ENEL the list of the names of its employees designated as "Authorized persons" for the processing of personal data for which ENEL is the Data Controller, with the Self-Declaration of the Appointment (Annex 2).

29.3.8.5. It is the responsibility of the initial Processor to regulate the new relationship in such a way that the new Processor is subject to the same conditions (instructions, obligations, security measures, etc.) and with the same formal requirements that are applicable to it, in terms of the proper processing of personal data and to guarantee the rights of the interested parties. In the event of a breach by a Subprocessor, the initial Processor shall remain fully liable to the Controller for the failure to comply with such obligations.

29.3.8.6. The Supplier declares that the Subprocessors will process the 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 an 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 Subprocessor 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).

29.3.8.7. The Supplier guarantees that the aforementioned appointment will be revoked at the end of the contractual relationship between ENEL and the Supplier or at the time of termination for any reason thereof, without prejudice to the provisions of the previous article 29.3.5.1. h).

#### **29.4. Processing of Personal Data of the workers of the Supplier providing works or services for ENEL.**

29.4.1. Any personal data relating to the Supplier's employees and provided by the Supplier to ENEL to enable the execution of the Contract shall have the legal meaning of data transfer, and only the data strictly necessary for the fulfilment of the aforementioned service shall be communicated and these shall be used solely and exclusively to ensure compliance with the object of the Contract. In this regard, ENEL must strictly comply with all legal provisions, whatever their rank, regarding the protection of personal data. ENEL undertakes to delete all personal data provided by the Supplier once the execution of the Contract has been completed.

### **30. ARTIFICIAL INTELLIGENCE SYSTEMS**

## **SECTION A - Essential requirements in relation to the AI-system**

### **30.1 Risk management system.**

30.1.1 The Supplier shall ensure that a risk management system relating to the AI System is established and implemented prior to Delivery throughout entire lifecycle of the AI System.

30.1.2 The risk management system shall include at least the following steps:

[a] identification and analysis of the known and reasonably foreseeable risks that the AI System can pose to health, safety and fundamental rights of the European Union when the AI System is used in accordance with its Intended Purpose;

[b] the estimation and evaluation of the risks that may emerge when the AI System is used in accordance with its intended purpose, and under conditions of Reasonably Foreseeable Misuse;

[c] the evaluation of other risks possibly arising, based on the analysis of data gathered from the Post-market monitoring system referred to in art.30.13;

[d] the adoption of appropriate and targeted risk management measures designed to address the risks identified pursuant to point [a] of this paragraph in accordance with the provisions of the following paragraphs.

30.1.3 The risk management measures referred to in article 30.1.2., point [d] shall be such that the relevant residual risks associated with each hazard, as well as the overall residual risk of the AI System, are reasonably considered acceptable by the Supplier when the AI System is used in accordance with its Intended Purpose or under conditions of Reasonably Foreseeable Misuse.

30.1.4 The identification of the most appropriate risk management measures referred to in paragraph 30.1.2, point [d], shall ensure:

[a] elimination or reduction of risks identified and evaluated pursuant to paragraph 30.1.2. in as far as technically feasible, through adequate design and development of the AI System;

[b] where appropriate, implementation of adequate mitigation and control measures addressing risks that cannot be eliminated;

[c] provision to ENEL of the information required pursuant to Article 20.3 below and, where appropriate, the training of ENEL with a view to eliminating or reducing the risks associated with the use of the AI System, taking into account the technical knowledge, experience, education, training to be expected of the operator and the presumed context in which the system is intended to be used.

30.1.5 The Supplier shall ensure that, prior to the Delivery of the AI System, the AI System is tested in order to verify whether that the AI System complies with the terms and conditions set forth herein and that the risk management measures referred to in paragraph 20.1.2, point [d] are effective with respect to the Intended Purpose and Reasonably Foreseeable Misuse. The testing procedures may include testing in real-world conditions and, if requested by ENEL, the Supplier shall test the AI System in the ENEL's environment. The Supplier undertakes to use, as far as possible, only anonymized data during the testing process.

30.1.6 All risks identified, measures taken, and tests performed in the context of compliance with this article shall be documented by the Supplier. The Supplier shall make this documentation available to ENEL before the Delivery of the AI System. This documentation may form part of the technical documentation and/or Instructions For Use referred to in Annex A.

30.1.7 The risk management system shall consist of a continuous and iterative process running throughout the duration of the Contract. After Delivery of the AI System the Supplier shall therefore:

[a] periodically review and update the risk management process, to ensure its continued effectiveness.

[b] keep the documentation described in article 20.1.6 up to date; and

[c] promptly make available to ENEL any new version of the documentation described in article 30.1.6.

30.1.8 ENEL will provide the Supplier, upon request, with the information reasonably required for the proper implementation of the risk management system by the Supplier, provided that such information is not a confidential nature.

30.1.9 If the use of the AI System by ENEL continues beyond the term of the Contract, at the end of the term of the Contract, the Supplier shall provide ENEL with the information necessary to maintain the risk management system itself.

30.1.10 The Supplier shall keep at the ENEL's disposal for a period of 10 (ten) years after the termination of the Contract the documentation referred to in Article 30.1.6. and contained in Annex A.

### **30.2 Data and data governance**

30.2.1 The Supplier shall ensure that the Data Sets used in the development of the AI System, including training, validation and testing, has been and shall be subject to data governance measures appropriate to the context of use and the Intended Purpose of the AI System. Therefore, if the Data Sets include ENEL's Personal Data, the previous paragraph 15 "Processing of Personal Data" shall apply. In particular, these measures shall address:

[a] the relevant design decisions;

[b] data collection processes and the origin of data, and in the case of personal data, the original purpose and legal basis of the data collection;

- [c] relevant data preparation for processing operations, such as annotation, labelling, cleaning, updating, enrichment and aggregation;
- [d] the formulation of relevant assumptions, particularly with respect to the information that the data are intended to measure and represent;
- [e] an assessment of the availability, quantity and suitability of the data sets that are needed;
- [f] checking for possible biases that could affect the health and safety of natural persons or lead to discrimination prohibited by the laws of the European Union, especially where data outputs influence inputs for future operations;
- [g] appropriate measures to identify, prevent and mitigate potential bias identified according to point [f];
- [h] the identification of relevant data gaps or deficiencies that prevent compliance with these clauses and how those gaps and deficiencies can be addressed.

30.2.2 The Supplier shall ensure that the Data Sets used in the development of the AI System are relevant, sufficiently representative, and to the best extent possible, free of errors and complete in view of the Intended Purpose. The Supplier shall ensure that the Data Sets have the appropriate statistical properties, including, where applicable, with respect to the persons or groups of persons on whom the AI System is intended to be used. Those characteristics of the Data Sets shall be met at the level of individual data sets or at the level of a combination thereof.

30.2.3 The Supplier shall ensure that the Data Sets used in the development of the AI System take into account, to the extent required by the Intended Purpose or Reasonably Foreseeable Misuse, the characteristics or elements that are particular to the specific geographical, contextual behavioral or functional setting within which the AI System is intended to be used.

30.2.4 The obligations under this article apply not only to the development of the AI System prior to Delivery, but also to any use of the Data Sets by the Supplier that may affect the functioning of the AI System at any other time during the term of the Contract.

### **30.3 Technical documentation and instructions for use**

30.3.1 The technical documentation and Instructions for Use of the AI System referred to in Annex A shall be provided by the Supplier to ENEL prior the Delivery of the AI System and they shall be kept updated.

30.3.2 The technical documentation referred to in art. 30.3.1. above shall be drawn up in such a way as to demonstrate that the AI System complies with the requirements set out in European Union law and in the Contract and to provide ENEL or a third party with the necessary information in a clear and comprehensive form to assess the compliance of the AI System with the provisions of these requirements. It shall contain at least the elements set out in Annex A.

30.3.3 The Supplier shall provide ENEL, prior to the Delivery of the AI System, with instructions for use of such system in an appropriate digital format or otherwise that include concise, complete, correct and clear information that is relevant, accessible and comprehensible to ENEL. The instructions for use shall contain at least the information satisfy the conditions described in Annex A.

30.3.4 The Supplier shall update this documentation at least with each Substantial Modification during the term of the Contract and subsequently make it available to ENEL.

30.3.5 ENEL shall have the right to make copies of the technical documentation and instructions for use referred to in Annex A to the extent necessary for the internal use of ENEL's organization, without prejudice to the provisions of article 20.6 and article 20.14.

30.3.6 The Supplier shall keep at the ENEL's disposal for a period of 10 (ten) years after the termination of the Contract the technical documentation referred to in this Article 30.3 and contained in Annex A.

### **30.4 Record-keeping**

30.4.1 The Supplier shall ensure that the AI System has been and will be designed and developed with capabilities to automatically record of events ('logs') during the operation of the AI System. Such logging capabilities shall comply with the state of the art and the standards specifications of NIST (NIST SP 800-92), available at the link: <https://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-92.pdf>.

30.4.2 The logging capabilities shall provide, at a minimum:

- [a] recording of the period of each use of the system (start date and time and end date and time of each use);
- [b] the reference database against which input data has been checked by the system;
- [c] the input data for which the search has led to a match;
- [d] the identification of the natural person involved in the verification of the results, in according with Article 20.6. below;

30.4.3 The logging capabilities shall ensure a level of traceability of the functioning of the AI System throughout its life cycle that is appropriate to the Intended Purpose of the system and Reasonably Foreseeable Misuse. In particular, they shall enable the recording of events relevant for:

- (i) identifying situations that may [a] result in the AI System posing a risk to the health or safety of persons or to the protection of their fundamental rights; or [b] leading to a Substantial Modification;
- (ii) facilitating the Post-market monitoring referred to in Article 30.12.4 below;

(iii) monitoring the operation of AI Systems on the basis of the instruction for use referred to in Annex A.

30.4.4 The Supplier shall allow ENEL to access, in real time, the logs automatically generated by the AI System.

30.4.5 The Supplier shall keep the logs automatically generated by the AI System, to the extent that such logs are under its control pursuant to the Contract, for the duration of the Contract. At the end of the term of the Contract, the Supplier shall immediately make these logs available to Enel.

30.4.6 The Supplier shall keep the logs referred to in this Article 30.4. at the disposal of the ENEL for a period appropriate to the Intended Purpose of the AI system, at least 6 (six) months after the termination of the Contract, unless otherwise provided by the applicable European or national law and, in particular, in European law on the protection of personal data.

### **30.5 Transparency of the AI System**

30.5.1 The Supplier shall ensure that the AI System has been and will be designed and developed in such a way that the operation of the AI System is sufficiently transparent to enable ENEL to reasonably understand the operation of the system.

30.5.2 In order to ensure adequate transparency, at least the technical and organizational measures described in Annex A shall be implemented by the Supplier prior to the Delivery of the AI System. These measures should result in ENEL being able to understand and use the AI System appropriately by understanding how the AI System works and what data it processes, allowing ENEL to explain the decisions taken by the AI System to the persons or group of persons on which the AI System is (intended to be) used.

30.5.3 Without prejudice to the requirements and obligations set out in this Section A or any other transparency obligations laid down in European Union or national law, the Supplier shall ensure that (i) AI Systems intended to interact directly with natural persons are designed and developed in such a way that the natural persons concerned are informed that they are interacting with an AI System, unless this is obvious from the point of view of a natural person who is reasonably well informed, observant and circumspect, taking into account the circumstances and the context of use; (ii) where AI Systems, including the GPAI System, generating synthetic audio, image, video or text content, the Supplier shall ensure that the AI output is marked in a machine-readable format and is identifiable as artificially generated or manipulated. The Supplier shall ensure that its technical solutions are effective, interoperable, robust and reliable to the extent technically feasible, taking into account the specificities and limitations of different types of content, the cost of implementation and the generally acknowledged state of the art, as may be reflected in relevant technical standards.

30.5.4 The information referred to in the previous paragraphs shall be provided to the natural persons concerned in a clear and distinguishable manner at the least at the time of the first interaction or exposure to the AI System. The information shall comply with all applicable accessibility requirements.

### **30.6 Human oversight**

30.6.1 The Supplier shall ensure that the AI System has been and will be designed and developed in such a way, including with appropriate human-machine interface tools, that it can be effectively supervised by natural persons as proportionate to the risks associated with the system.

30.6.2 The Supplier shall ensure that, prior to Delivery, appropriate measures are embedded in the AI System and put in place to ensure human oversight. Such measures, which may include, inter alia, training of ENEL's personnel, shall enable the persons to whom human oversight is assigned to do at least the following, as appropriate to the circumstances:

[a] to be aware of and sufficiently understand the relevant capabilities and limitations of the AI System and to be able to properly monitor its operation, so that signs of anomalies, malfunctions and unexpected performance can be detected and addressed as soon as possible;

[b] be aware of the possible tendency to automatically rely or over-rely on the output produced by the AI System ('automation bias'), in particular where the AI System is used to provide information or recommendations for decisions to be taken by natural persons;

[c] be able to correctly interpret the output of the AI System, taking into account in particular the characteristics of the system and the available interpretation tools and methods;

[d] be able to decide, in any given situation, not to use the AI System or to otherwise disregard, override or reverse the output of the AI system;

[e] be able to interfere with or interrupt the operation of the AI System by means of a "stop" button or a similar procedure that allows the system to come to a halt in a safe state.

30.6.3 To ensure adequate human oversight, the Supplier shall, as a minimum, implement the technical and organizational measures described in Annex A prior to the Delivery of the AI System.

### **30.7 Accuracy, robustness, and cybersecurity**

30.7.1 The Supplier shall ensure that the AI System has been and will be designed and developed in accordance with the principle of security by design and by default, it should achieve an appropriate level of accuracy, robustness, safety and cybersecurity in light of the Intended Purpose and should perform consistently in these respects throughout the life cycle of the AI System.

30.7.2 The Supplier shall ensure that the AI System is as resilient as possible to errors, faults or inconsistencies that may occur within the system or the environment in which the system operates, in particular due to its interaction with natural persons or other systems. Technical and organisational measures shall be taken by the Supplier to achieve this. The robustness of the AI System may be achieved by technical redundancy solutions, which may include backup or fail-safe plans. The AI System, which will continue to learn after Delivery, shall be

designed and developed in such a way as to eliminate or reduce as far as possible the risk of potentially biased outputs influencing inputs for future operations (feedback loops), and as to ensure that any such feedback loops are properly addressed by appropriate mitigation measures.

30.7.3 The levels of accuracy and the relevant accuracy metrics of the AI System shall be declared in the accompanying Instructions for Use and are described in Annex A. The obligation under Article 30.3.6. shall also apply to this documentation referred to in this Article 30.7.3.

30.7.4 In order to ensure an appropriate level of robustness, safety and cybersecurity, the Supplier shall implement at least the technical and organizational measures referred to in Article 30.7.5 below, prior to the Delivery of the AI System, including the GPAI System.

30.7.5 To ensure an appropriate level of cybersecurity for AI Systems, the contractual clauses outlined in the Cybersecurity section [14] shall also be applicable to these systems. In addition, the following cybersecurity contractual clauses shall be addressed and implemented for AI Systems:

[a] The Supplier shall implement, update and document the security measures for each component of the AI System (e.g. data, model) to prevent, detect, monitor, respond to and mitigate Artificial Intelligence attacks at each phase of the AI System lifecycle;

[b] The Supplier shall provide documentation about the data management process of the AI System and its components, including the collection and processing phases;

[c] The Supplier shall implement and document security measures to ensure the data integrity at both the input and output phases of each phase of the AI System;

[d] The Supplier shall establish continuous testing, evaluation, verification, and validation of the Artificial Intelligence model throughout its entire lifecycle. The process shall be documented and made available to ENEL upon request;

[e] The Supplier shall implement and document security measures to ensure the integrity of the model. The Artificial Intelligence risks shall be considered by the Supplier in its internal risk management process. The process shall be documented and shared with ENEL upon request.

[f] The Supplier shall promptly notify ENEL in case the software/services provided have been fully or partially developed using an AI System, also providing proper documentation to prove this. In any case, ENEL shall be able to autonomously verify what has been declared by the Supplier, using independent tools/manners.

## **SECTION B - Obligations of the Supplier in relation to the AI System**

### **30.8 Compliance with Section A**

The Supplier shall ensure that the AI System complies with the requirements set out in Section A from the time of Delivery of the AI System until the end of the Contract, taking into account its Intended Purpose and the generally recognised state of the art in Artificial Intelligence and Artificial Intelligence-related technologies. The risk management system referred to in Article 20.1. shall be taken into account in ensuring compliance with those requirements. Where a product includes an AI System the requirements of Section A and European legislation shall apply to such product and the Supplier shall be responsible for ensuring that its product fully complies with all applicable requirements of this Contract and European legislation.

### **30.9 Quality management system**

30.9.1 Prior to the Delivery of the AI System, the Supplier shall establish a quality management system to ensure compliance with the Contract. This system shall be documented in a systematic and orderly manner in the form of written policies, procedures, and instructions, and shall include at least the following aspects:

[a] a strategy for regulatory compliance, including compliance with conformity assessment procedures and procedures for the management of modifications to the AI System;

[b] techniques, procedures and systematic actions to be used in the design, design control and design verification of the AI System;

[c] techniques, procedures and systematic actions to be used for the development, quality control and quality assurance of the AI System;

[d] examination, test and validation procedures to be carried out before, during and after the development of the AI System, and the frequency with which they are to be carried out;

[e] technical specifications, including standards, to be applied and, where the relevant harmonized standards are not applied in full, or do not cover all of the relevant requirements set out in Section A, the means to be used to ensure that the AI System complies with those requirements;

[f] systems and procedures for data management, including data acquisition, data collection, data analysis, data labelling, data storage, data filtration, data mining, data aggregation, data retention and any other operation regarding the data that is performed before the Delivery of the AI System;

[g] the risk management system referred to in article 30.1;

[h] the setting-up, implementation and maintenance of a Post-market Monitoring System, in accordance with Article 30.13. below;

- [i] the procedures related to the reporting of Serious Incidents and of malfunctions;
- [j] the handling of communication with national competent authorities, other relevant authorities, including those providing or supporting the access to data, notified bodies, other operators, customers or other interested parties;
- [k] systems and procedures for record-keeping of all relevant documentation and information;
- [l] resource management, including measures relating to security of supply;
- [m] an accountability framework setting out the responsibilities of the management and other personnel with regard to all aspects listed in this paragraph.

30.9.2 The obligation under Article 30.3.6. shall also apply to the documentation referred to in Article 30.9.1.

#### **30.10 Conformity assessment**

30.10.1 The Supplier shall ensure that the AI System is subject to the following conformity assessment procedure prior to the Delivery of the AI System:

[a] The Supplier shall verify that the established quality management system is in compliance with the requirements of article 30.9.

[b] The Supplier shall examine the information contained in the technical documentation referred to in Annex A in order to assess the compliance of the AI System with the relevant essential requirements set out in Section A of these clauses.

[c] The Supplier also verifies that the design and development process of the AI System is consistent with the technical documentation referred to in Annex A.

30.10.2 The Supplier shall ensure that the AI System undergoes a new conformity assessment procedure whenever the AI System is Substantially Modified by the Supplier during the term of the Contract.

#### **30.11 Corrective actions**

If during the term of the Contract the Supplier believes or has reason to believe that the AI System does not comply with applicable laws and the Contract, whether or not in response to a comment by ENEL, it shall immediately investigate the cause, take the necessary corrective actions to bring the system into compliance and promptly inform both ENEL and the competent market surveillance authority.

#### **30.12 Obligation to explain the functioning of the AI System on an individual level.**

30.12.1 In addition to the obligations described in article 20.5, the Supplier is obliged during the term of the Contract to assist ENEL at ENEL's first request, in explaining to the persons or group of persons for whom the AI System is (intended to be) used, how the AI System arrived at a particular decision or result. Such assistance shall include, at a minimum, a clear indication of the key factors that led the AI System to reach a particular result and the changes in input that must be made for it to reach a different result.

30.12.2 The obligation referred to in article 30.12.1 includes the provision to ENEL of all the technical and other information necessary to explain how the AI System arrived at a particular decision or result and to enable the persons or group of persons on whom the AI System is (intended to be) used to verify the way in which the AI System arrived at a particular decision or result. The Supplier hereby grants ENEL the right to use, share and disclose this information if and to the extent necessary to inform the persons or group of persons on whom the AI System is (intended to be) used about the functioning of the AI System and/or in any legal proceedings.

30.12.3 The obligations referred to in articles 30.12.1 and 30.12.2 include the source code of the AI System, the technical specifications used in developing the AI System, the Data Sets, technical information on how the Data Sets used in the development of the AI System were obtained and processed, information on the development method used and the development process followed, justification for the choice of a particular model and its parameters, and information on the performance of the AI System.

#### **30.13 Post-market Monitoring and Post-Delivery Monitoring Plan for AI System**

30.13.1 The Supplier shall establish and document a Post-market Monitoring system in a manner appropriate to the nature and the risks of the AI System as identified in accordance with Article 20.1. above.

30.13.2 The Post-market Monitoring system shall actively and systematically collect, document and analyse relevant data which may be provided by deployers, or which may be collected through other sources on the performance of AI Systems throughout their lifetime, and which allow the Supplier to evaluate the continuous compliance of AI Systems with the requirements set out in European Law and in this Contract. Where relevant, Post-market Monitoring shall include an analysis of the interaction with other AI Systems.

30.13.3 The Post-market Monitoring system shall be based on a Post-market Monitoring plan, which shall be part of the technical documentation included in Annex A and shall be provided by the Supplier to ENEL prior to the Delivery of the AI System. The obligation under Article 20.3.6. shall also apply to the Post-market Monitoring Plan.

### **SECTION C – Rights to use the Data Sets**

#### **30.14 Rights to ENEL Data Sets**

30.14.1 All rights, including any intellectual property rights, relating to ENEL Data Sets shall belong to ENEL or to a third party designated as such by Enel.

30.14.2 The Supplier shall not be entitled to use ENEL Data Sets for any purpose other than the performance of the Contract, except as otherwise provided in Annex B, in compliance with the confidentiality obligations set out in Art.13 "Confidentiality" above.

30.14.3 At the first request of Enel, the Supplier shall destroy the ENEL Sets, except as otherwise provided in Annex B. At the request of Enel, the Supplier shall provide feasible evidence of the destruction of the ENEL Data Sets.

### **30.15 Rights to Supplier Data Sets and Third-Party Data Sets**

30.15.1 All rights, including any intellectual property rights, relating to Supplier Data Sets and Third-Party Data sets shall belong to the Supplier or to a third party.

30.15.2 The Supplier shall grant to ENEL a non-exclusive right to use the Supplier Data Sets and Third-Party Data Sets, which shall in any case be sufficient for the performance of the provisions of the Contract, including the clauses, except as otherwise provided in Annex B.

30.15.3 The right of use described in article 20.15.2 includes the right to use Supplier Data Sets and Third-Party Sets for the further development of the AI System, including any new versions thereof, by ENEL or a third party.

### **30.16 Hand over of the Data Sets**

30.16.1 At the first request of Enel, the Supplier shall provide ENEL with the latest version of the ENEL's Data Sets.

30.16.2 At the first request of Enel, the Supplier shall provide ENEL with the latest version of the Supplier's Data Sets and Third-Party Data Sets, unless as otherwise provided for in Annex B.

30.16.3 The Data Sets shall be provided by the Supplier to ENEL in a common file format to be specified by Enel.

### **30.17 Indemnifications**

30.17.1 The Supplier, as set forth in art.9 of the GC, shall indemnify and hold ENEL harmless from and against any and all claims made by third parties, including regulatory authorities, for infringement of their intellectual property rights, privacy rights or similar rights to knowledge, unlawful competition, with respect to the Supplier's and Third Party's Data Sets.

## **SECTION D – AI register and audit**

### **30.18 AI register**

30.18.1 At the first request of ENEL, the Supplier shall provide ENEL with the latest version of the information described in Annex A.

30.18.2 ENEL shall be entitled to share the information described in article 30.18.1 with third parties and to disclose it, for example in a register for AI Systems.

30.18.3 At the request of ENEL, the Supplier shall assist in registration of the AI Systems in any relevant register.

### **30.19 Compliance and audit**

30.19.1 At first request of ENEL, the Suppliers shall provide ENEL with all information necessary to demonstrate compliance with applicable laws and the Contract.

30.19.2 The Supplier shall at all times cooperate with any audit or other type of inspection to be carried out by or on behalf of ENEL to assess whether the Supplier is complying with its obligations under applicable laws and the Contract. Such cooperation shall include providing all information requested by ENEL, providing insight into the risk management system implemented, making Supplier's personnel available for interviews and providing access to the Supplier's premises.

30.19.3 ENEL will prepare or cause to be prepared a report setting out the conclusions of the audit. In the report, ENEL will record the extent to which the Supplier complies with the obligations under applicable laws and the Contract. If ENEL determines that the Supplier does not comply with the obligations under applicable laws and the Contract, the Supplier shall be obliged to remedy the deficiencies identified by ENEL within the period set by ENEL in the report. If the Supplier fails to remedy the defects identified by ENEL within the period set in the report for remedying such defects, the Supplier shall be in default by operation of law.

30.19.4 ENEL will be entitled to carry out or cause to be carried out an audit once per calendar year or in connection with any Substantial Modification.

30.19.5 ENEL may decide to carry out the audit in whole or in part.

30.19.6 In no case the Supplier shall have the right to suspend its obligations under the Contract. No fee shall be payable by ENEL if the audit reveals that the Supplier has failed to perform its obligations under applicable laws and the Contract.

## **31. GOVERNING LAW AND JURISDICTION.**

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

31.2. 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 compliance of the Contract, and that cannot be resolved amicably between ENEL and the Supplier.

COURTESY TRANSLATION

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

With reference to the clause "Personal data processing" of the General Contract 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 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 license, others.

**ANNEX 2. LIST OF SUBPROCESSORS.**

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

COURTESY TRANSLATIONS

**SELF-DECLARATION**

**Designation of Authorized 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) ..... n.....

assigned Taxpayer (CIF) .....

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 "Authorized 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 Authorized 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 Authorized 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 unauthorized 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) ..... n.....

assigned Taxpayer (CIF) .....

in relation to Contract no. ....

as the Data Controller, aware of the possible 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 Processor appointed by [insert name of the 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 name of the Controller]*, in its capacity as 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 authorization

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 SUBJECTS CATEGORY | ADDRESS | ADEQUATE SAFEGUARDS AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF DATA |
|---------|----------------------|--|---------|---|
|         |                      |  |         |   |
|         |                      |  |         |   |
|         |                      |  |         |   |
|         |                      |  |         |   |
|         |                      |  |         |   |

Date.....

Signature of the Data Processor.....

COURTESY TRANSLATION

**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) ..... n.....

assigned Taxpayer (CIF) .....

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 the name and on behalf of Mr./Mrs./Ms. .... and Mr./Mrs./Ms. .... holding sufficient powers to bind the parties in this act, hereby jointly and severally guarantees, as broadly as required by law, with **(SUPPLIER)** before **(ENEL Group Company)**, up to the amount of ..... (.....), to respond to the obligations arising for **(SUPPLIER)** from the Contract/Framework Agreement No. .... entered into with **(ENEL Group Company)**, as well as to respond, where required, to the obligations arising for **(SUPPLIER)** from all Delivery Orders or Derivative Contracts.

This guarantee takes the form of an abstract bank guarantee payable on first demand, whereby the Bank ..... undertakes to pay up to the above-mentioned maximum amount on first written request by **(ENEL Group Company)**. This request shall be signed by representative(s) of **(ENEL Group Company)** with sufficient power of attorney and shall be issued in the Bank's office located at .....

The Bank's payment obligation is abstract and the latter expressly waives the benefits of order, exclusion and division, and undertakes to comply with all requests made by **(ENEL Group Company)** in relation to this guarantee, paying this Company the amount requested, being sufficient for this purpose that this request is made by **(ENEL Group Company)** in writing and in the form provided in the preceding paragraph, without any excuse or exception being admissible, including opposition by **(SUPPLIER)** to the enforcement of this guarantee. **(ENEL Group Company)** shall notify **(SUPPLIER)** of the presentation of any payment request under this guarantee, providing its cause and reason.

This abstract guarantee is exclusively governed by Spanish law, and will be expires on .....

The signatories of this guarantee are duly authorized to act in the name of and on behalf of the Bank, as per the Statues that regulate the Bank, being one of the operations that, in accordance with the Statues by which it is governed, may carry out, as it constitutes one of its purposes.

This guarantee has been registered with the number.....



**General Contract Conditions Software & Cloud  
SPAIN  
Fourth edition, valid from January 01, 2025**

**ANNEX 6. PREVIOUS IPRs.**

| OBJECT                      |                   | FORM OF PROTECTION OF INTELLECTUAL PROPERTY |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|-----------------------------|-------------------|---|------------------|----------------|------------------|------------------------|--------|--------------------------|----------------------|--------------------|------------------|------------------------|--------|------------------------------|----------------------|--------------------|------------------|------------------------|--------|----------------|---------------------|--------|---------------|-------|--|
| OBJECT                      | BRIEF DESCRIPTION | PATENTS OR UTILITY MODEL / PENDING          |                  |                |                  |                        |        | DESIGN GRANTED / PENDING |                      |                    |                  |                        |        | TRADEMARKS GRANTED / PENDING |                      |                    |                  |                        |        | COPYRIGHT      |                     |        | TRADE SECRET  |       |  |
|                             |                   | Applicati on number                         | Grantin g number | Grantin g date | Expira tion date | Desig nated Count ries | Owne r | Applicati on number      | Registrat ion number | Registrat ion date | Expira tion date | Desig nated Count ries | Owne r | Applicati on number          | Registrat ion number | Registrat ion date | Expira tion date | Desig nated Count ries | Owne r | Creati on date | Filing date in SIAE | Owne r | Creation date | Owner |  |
| Inventi ons                 | Products          |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | Processes         |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | New uses          |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
| Softwar e                   | IAAS              |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | PAAS              |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | SAAS              |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | COTS              |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
|                             | OPEN SW           |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
| Interfaces                  |                   |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
| Data in structured datasets |                   |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |
| Articles                    |                   |   |                  |                |                  |                        |        |                          |                      |                    |                  |                        |        |                              |                      |                    |                  |                        |        |                |                     |        |               |       |  |







General Contract Conditions Software & Cloud  
SPAIN  
Fourth edition, valid from January 01, 2025

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Databases containing confidential information about suppliers (personal/company data joint with information about products and services and/or technical specifications of the related sites/venues/plants and/or paid prices, other economic conditions, financial data and credit rating, other pieces of information regarding suppliers qualification, etc.) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Business strategies, business and marketing plans, other statistical data that are relevant for the business; development and customer management strategies; business analyses and market researches  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Documentation regarding technical and economic offers in public and private tenders, when not yet publicly available   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

COURTESY TRANSLATION

|   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Ideas of advertising and new trademarks not yet or registered or used in the market                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Prices, features, concepts, prototypes and layouts of new products or services not yet launched on the market |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Internal organizational procedures, corporate operational processes and protocols, including flow charts      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Other - specify   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

| <b>TYPES OF INTELLECTUAL PROPERTY RIGHTS</b><br>( <a href="https://www.wipo.int/about-ip/en/">https://www.wipo.int/about-ip/en/</a> ) |  |
|---|--|
| <b>PATENT</b>   | A patent is an exclusive right granted for an invention. Generally speaking, a patent provides the patent owner with the right to decide how - or whether - the invention can be used by others. In exchange for this right, the patent owner makes technical information about the invention publicly available in the published patent document.   |
| <b>UTILITY MODEL</b>  | In some countries, a utility model system provides protection of so-called "minor inventions" through a system similar to the patent system. Recognizing that minor improvements of existing products, which does not fulfill the patentability requirements, may have an important role in a local innovation system, utility models protect such inventions through granting an exclusive right, which allows the right holder to prevent others from commercially using the protected invention, without his authorization, for a limited period of time. |
| <b>INDUSTRIAL DESIGN</b>  | An industrial design constitutes the ornamental or aesthetic aspect of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color.   |
| <b>TRADEMARK</b>  | A trademark is a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. Trademarks date back to ancient times when artisans used to put their signature or "mark" on their products.  |
| <b>COPYRIGHT</b>  | Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings.   |
| <b>TRADE SECRETS</b>  | Trade secrets are IP rights on confidential information which may be sold or licensed. The unauthorized acquisition, use or disclosure of such secret information in a manner contrary to honest commercial practices by others is regarded as an unfair practice and a violation of the trade secret protection.  |

**ANNEX 7. AI SYSTEM**

**ANNEX A – Technical documentation**

**The technical documentation shall contain at least the following information, applicable to the relevant AI System:**

**[1] A general description of the AI System including:**

- (a) its **Intended Purpose**, the name of the Supplier and the version of the system reflecting its relation to previous versions;
- (b) how the AI System interacts with, or can be used to interact with, hardware or software, including with other AI Systems, that are not part of the AI System itself, where applicable;
- (c) the versions of relevant software or firmware, and any requirements related to version updates;
- (d) the description of all the forms in which the AI System is placed on the market or put into service, such as software packages embedded into hardware, downloads, or APIs;
- (e) the description of the hardware on which the AI System is intended to run;
- (f) where the AI System is a component of products, photographs or illustrations showing external features, the marking and internal layout of those products;
- (g) a basic description of the user-interface provided to ENEL;
- (h) Instructions for Use for ENEL, and a basic description of the user-interface provided to ENEL, where applicable.

**[2] The Instructions for Use shall contain at least the following information, as applicable to the AI System:**

- a) the identity and the contact details of the Supplier and, where applicable, of its authorized representatives;
- b) the characteristics, capabilities and limitations of performance of the AI System, including:
  - (i) its Intended Purpose;
  - (ii) the level of accuracy, including its metrics, robustness and cybersecurity referred to in Article 30.7 of GC against which the AI System has been tested and validated and which can be expected, and any known and foreseeable circumstances that may have an impact on that expected level of accuracy, robustness and cybersecurity;
  - (iii) any known or foreseeable circumstance, related to the use of the AI System in accordance with its Intended Purpose or under conditions of Reasonably Foreseeable Misuse, which may lead to risks to the health and safety, or fundamental rights referred to in Article 30.1. of GC;
  - (iv) where applicable, the technical capabilities and characteristics of the AI System to provide information that is relevant to explain its output;
  - (v) when appropriate, its performance regarding specific persons or groups of persons on which the AI System is intended to be used;
  - (vi) when appropriate, specifications for the input data, or any other relevant information in terms of the training, validation and testing data sets used, taking into account the Intended Purpose of the AI System;
  - (vii) where applicable, information to enable its deployers to interpret the output of the AI System and use it appropriately;
- c) the changes to the AI System and its performance which have been pre-determined by the Supplier at the moment of the initial conformity assessment, if any;
- d) the human oversight measures referred to in Article 30.6 of GC, including the technical measures put in place to facilitate the interpretation of the outputs of the AI System by the deployers;
- e) the computational and hardware resources needed, the expected lifetime of the AI System and any necessary maintenance and care measures, including their frequency, to ensure the proper functioning of that AI System, including as regards software updates;
- f) where relevant, a description of the mechanisms included within the AI System that allows deployers to properly collect, store and interpret the logs in accordance with Article 30.4 of GC.

**[3] A detailed description of the elements of the AI System and of the process for its development, including:**

- (a) the methods and steps performed for the development of the AI System, including, where relevant, recourse to pre-trained systems or tools provided by third parties and how those were used, integrated or modified by the Supplier;
- (b) the design specifications of the system, namely the general logic of the AI System and of the algorithms; the key design choices including the rationale and assumptions made, including with regard to persons or groups of persons in respect of who, the system

is intended to be used; the main classification choices; what the system is designed to optimise for, and the relevance of the different parameters; the description of the expected output and output quality of the system; the decisions about any possible trade-off made regarding the technical solutions adopted to comply with the requirements set out in Article 30, Section A;

- (c) the description of the system architecture explaining how software components build on or feed into each other and integrate into the overall processing; the computational resources used to develop, train, test and validate the AI System;
- (d) where relevant, the data requirements in terms of datasheets describing the training methodologies and techniques and the training data sets used, including a general description of these data sets, information about their provenance, scope and main characteristics; how the data was obtained and selected; labelling procedures (e.g. for supervised learning), data cleaning methodologies (e.g. outliers detection);
- (e) assessment of the human oversight measures needed in accordance with the Contract and applicable law, including an assessment of the technical measures needed to facilitate the interpretation of the outputs of AI Systems by the deployers;
- (f) where applicable, a detailed description of pre-determined changes to the AI System and its performance, together with all the relevant information related to the technical solutions adopted to ensure continuous compliance of the AI System with the relevant requirements set out in Article 30, Section A;
- (g) the validation and testing procedures used, including information about the validation and testing data used and their main characteristics; metrics used to measure accuracy, robustness and compliance with other relevant requirements set out in Article 20, Section A and applicable law, as well as potentially discriminatory impacts; test logs and all test reports dated and signed by the responsible persons, including with regard to predetermined changes as referred to under point (f);
- (h) cybersecurity measures put in place.**

**[4] Detailed information about the monitoring, functioning and control of the AI System**, in particular with regard to: its capabilities and limitations in performance, including the degrees of accuracy for specific persons or groups of persons on which the system is intended to be used and the overall expected level of accuracy in relation to its Intended Purpose; the foreseeable unintended outcomes and sources of risks to health and safety, fundamental rights and discrimination in view of the Intended Purpose of the AI System; the human oversight measures needed, including the technical measures put in place to facilitate the interpretation of the outputs of AI Systems by the deployers; specifications on input data, as appropriate;

**[5] A description of the appropriateness of the performance metrics for the specific AI System;**

**[6] A detailed description of the risk management system in accordance with Article 30.**

**[7] A description of relevant changes made by the Supplier to the system through its lifecycle;**

**[8] A copy of the EU declaration of conformity under European law, which shall contain all of the following information:**

- a. AI System name and type and any additional unambiguous reference allowing the identification and traceability of the AI System;
- b. The name and address of the Supplier or, where applicable, of its authorized representative;
- c. A statement that the EU declaration of conformity is issued under the sole responsibility of the Supplier;
- d. A statement that the AI System is in conformity with the Contract and the European law and, if applicable, with any other relevant European law that provides for the issuing of the EU declaration of conformity;
- e. Where an AI System involves the processing of personal data, a statement that that AI System complies with Regulations (EU) 2016/679 and (EU) 2018/1725 and Directive (EU) 2016/680;
- f. References to any relevant harmonised standards used or any other common specification in relation to which conformity is declared;
- g. Where applicable, the name and identification number of the notified body, a description of the conformity assessment procedure performed, and identification of the certificate issued;
- h. The place and date of issue of the declaration, the name and function of the person who signed it, as well as an indication for, or on behalf of whom, that person signed, a signature.

**[9] A detailed description of the system in place to evaluate the AI System performance in the post-market phase**, including the Post-market monitoring plan referred to in Article 30.13 of GC.

**[10] Measures to ensure transparency:** please provide here a description of the technical and organizational measures to be taken by the Supplier to ensure transparency in accordance with Article 30.5 of GC.

**[11] Measures to ensure human oversight:** please provide here a description of the technical and organizational measures to be taken by the Supplier to ensure human oversight in accordance with Article 30.6 of GC.

**[12] Levels of accuracy:** describe here the required levels of accuracy.

**ANNEX B – The Data Sets**

Please provide a description of the Data Sets used for the training (if applicable), validation and testing of the AI System. Distinguish between ENEL's Data Sets and Supplier Data Sets and Third-Party Data Sets. In the case of ENEL's Data Sets, describe the purposes for which the Supplier may use the Data Sets (other than the performance of the Contract) and whether the Supplier is required to destroy the Data Set at the end of the term of the Contract. In the case of Supplier Data Sets and Third-Party Data Sets describe the purposes for which ENEL may use the Data Sets and whether the Supplier is obliged to hand over the Data Sets.

ENEL's Data Sets

The following Data Sets are provided by ENEL to the Supplier under the Contract or to be created or collected as part of the Contract:

| Description of the Data Set | Rights of use of the Supplier | Obligation to destroy the Data Set at the end of the term of the Contract |
|-----------------------------|-------------------------------|---|
|                             |                               | Yes/No  |
|                             |                               | Yes/No  |
|                             |                               | Yes/No  |
|                             |                               | Yes/No  |

Supplier Data Sets and Third-Party Data Sets

The following Supplier Data Sets and Third-Party Data Sets will be or were used for the training (if applicable), validation and testing of the AI System:

| Description of the Data Set | Rights of use of Enel | Obligation to hand over <sup>6</sup> |
|-----------------------------|-----------------------|--------------------------------------|
|                             |                       | Yes/No                               |
|                             |                       | Yes/No                               |
|                             |                       | Yes/No                               |
|                             |                       | Yes/No                               |

<sup>6</sup> A limitation of the obligation to hand over Supplier Data Sets and Third-Party Data Sets, does not limit Supplier's obligations described in article 30.5. and article 30.12.