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1. SCOPE

1.1 This document "General Terms and Conditions for software, maintenance and Cloud Services" (hereinafter, "General Conditions") shall regulate the contractual relation between the Enel Group companies and the Contractor in relation to the acquisition of software products, Cloud Services and maintenance/support services for software products and Cloud Services.

1.2 The Contract shall not be subject to automatic renewal or tacit extension.

2 DEFINITIONS

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

- Enel GROUP AND COMPANIES UNDER ENEL'S CONTROL (hereinafter "**Enel Group**")
 1. In addition to (i) the companies where Enel S.p.A. holds the majority of the votes which can be exercised within the ordinary shareholders' meeting; (ii) the companies where Enel S.p.A. holds sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting, also the following entities shall be considered as subsidiaries:
 - a) Italian and foreign companies on which Enel S.p.A. has the right, according to an agreement or a provision of the certificate of incorporation, to exercise a dominant influence, where the applicable laws permit such agreements or provisions;
 - b) Italian or foreign companies in which Enel S.p.A. holds the sole control, according to agreements with the other shareholders, a percentage of votes sufficient to exercise a dominant influence within the ordinary shareholders' meeting.
 2. For the purposes of paragraph 1, only the rights held by the subsidiary companies or exercised by means of trustees or appointees shall apply, whilst the rights held on behalf of third parties shall not apply.

3 ECONOMIC CONDITIONS

3.1 The Contract price represents the entire consideration agreed for the products and the provision of Services and takes into consideration the overall value. This includes all the items required for the full performance of the Contract, and all the goods, services or works that the Contractor should provide or perform, including any ancillary cost or expense, except for the Services and the items expressly excluded and the relevant taxes, as provided for by the applicable law

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

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

4 INVOICING AND PAYMENT TERMS

4.1 Invoicing

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

4.1.2 The invoices shall only be submitted by Enel's IT systems (Procurement Portal).

4.1.3 The contractors residing in Italy and non-resident contractors operating in Italy through a permanent business or other types which identify them for VAT purposes, shall submit the invoices by a structured electronic format (xml).

4.1.4 Non-resident contractors, may send invoices only in TIFF/PDF format, using the relevant channel available on the WEB EDI Portal.

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

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

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

4.1.8 Enel shall return to the Contractor the invoices:



- that do not report any information or data required by the Contract and/or the applicable law;
- containing items not authorized by Enel;
- reporting amounts in a currency other than that specified in the Contract.

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

4.1.10 Notwithstanding the applicable law on public procurement, it is understood that, in case of subcontract, Enel has not declared that it shall directly pay the subcontractor the amount due for the services or works performed, Enel shall suspend the payment to the Contractor, if the Contractor has not submitted, within the time limits set out by law, a copy of the receipted invoices relating to the amounts paid by the Contractor to the subcontractor, specifying the relevant guarantee withholding applied.

4.1.11 Invoicing may be made as follows:

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

Before the issue of any invoice the Contractor shall require the approval for invoicing from the Enel Unit managing the Contract. Such approval shall be granted upon performance by Enel of any applicable statutory or contractual check for the assessment of the compliance of services with the contractual provisions.

The Contractor, in accordance with the terms and conditions laid down in the Contract and after receiving the authorization to invoice by Enel (the invoices shall include data on the quantities supplied and/or the Services provided corresponding to the amounts specified therein) shall issue the relevant invoices.

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

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

Before the issue of any invoice the Contractor shall require the approval for invoicing from the Enel Unit managing the Contract. Such approval shall be granted upon performance by Enel of any applicable statutory or contractual check for the assessment of the compliance of services with the contractual provisions.

B. Without using IT systems:

Before the issue of any invoice the Contractor shall require the approval for invoicing from the Enel Unit managing the Contract. Such approval shall be granted upon performance by Enel of any applicable statutory or contractual check for the assessment of the compliance of services with the contractual provisions.

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

4.2 Payment terms

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

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

4.2.3 The Contractor shall promptly report to Enel any change to its fiscal and general details (such as: VAT number, address, company name, etc.) or any change of ownership.

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

5 TAXES

5.1 From the amount paid to the Contractors for the performance of the contractual activities, Enel shall withhold the amounts specified by the applicable tax and contribution law (with tax effect) applicable in Italy

5.2 The Parties mutually undertake to perform any obligation, handle any administrative formality and deliver any document required to settle the payment of taxes, including withholdings and other legal obligations applicable to the Contractor, according to the procedures laid down by the applicable law provisions.

5.3 Likewise, the Parties undertake to cooperate in order to be granted exemptions or other tax benefits applicable to the Contract. Where, due to lack of diligence or for any other cause attributable to the Contractor, Enel should lose the opportunity to enjoy any fiscal benefit, Enel may deduct the amount of such benefit from the payment due to the Contractor.

5.4 Where there is an agreement in force to avoid double taxation between the country of residence of the Contractor and the country of residence of Enel, and where the Contractor appeals to the application of any provision thereof, the Contractor shall provide Enel with the relevant certificate of residence (or any other statement/certificate required for the application of the agreements to avoid double taxation) attesting the tax residence of the Contractor for the purposes of the provisions of such agreement; for the purposes of classifying the type of income pursuant the agreement to avoid double taxation, the Contractor shall take into account the interpretation applied in Italy



5.5 Any tax, duty and fiscal charges related to the subject of the contract shall be borne by the Contractor, except for those payable by Enel according to law.

6 SUBCONTRACTING

6.1 Subcontracting is allowed within the limits set out by the applicable law and/or according to the provisions of the Contract, subject to assessment and authorization by Enel.

7 THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

7.1 Nothing in the Contract shall exclude or limit the liability:

- in case of gross negligence or willful misconduct;
- in relation to any fine, or penalty resulting from claims for compensation by the Data Subject, due to a violation by the Contractor of the Regulations on personal data protection applicable to the Contractor in its quality as Data Processor and in relation to the liability provisions set forth in art. 12 below;
- Violation of the confidentiality obligations;
- Violation of industrial and/or intellectual property rights;

8 WITHDRAWAL

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

9 TERMINATION

9.1 Enel may terminate the Contract in the cases provided for by law and/or in all the cases set out in the Contract and/or if there are significant reasons preventing or compromising the proper performance of the contractual obligations. By way of example and not as a limitation, Enel may terminate the Contract:

- in case of actions, omissions, behaviors, situations of the Contractor that may pose a reputational risk to Enel and reduce Enel's confidence in the Contractor's honesty and integrity as well as its reliability in the execution of the activities covered by the Contract.

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

10 INTELLECTUAL PROPERTY

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

- promptly notifies the Claim to the Contractor;
- grants the Contractor the exclusive control to defend and make the relevant agreements in relation to the Claim, (notwithstanding that (i) the agreements shall require Enel's written approval if they reasonably imply any imperative obligation or liability for Enel, and (ii) the Contractor shall involve Enel in the defense); and
- provides reasonable support upon Contractor's request, at the Contractor's costs and expenses, in relation to the defense or settlement of the Claim.

11 CONFIDENTIALITY

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

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

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

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

11.5 Cyber Security.

11.5.1 The Contractor can access ENEL's IT system only if authorized by ENEL. The Contractor is responsible for the activities performed on ENEL systems by using its digital identity, which should be anytime safeguarded. In performing such activities, the Contractor shall comply with following rules of conduct:

- a) never reveal nor provide the authentication credentials to anyone;
- b) not insert passwords into e-mail messages or other forms of electronic communication, nor reveal them over the phone to anyone;
- c) never memorize passwords to access ENEL's applications via browser through the "remember password" functionality;
- d) check no one is watching when the Contractor types the credentials to access IT devices or systems, in order to prevent theft of the Contractor's credentials;
- e) never use the same password for the authentication to different systems;
- f) access to information systems shall be limited to software / tools provided specifically for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- g) any transaction developed through ENEL's IT systems shall not violate the Law;
- h) the workstation used (permanent or temporary) shall not connect to internet services other than those provided or authorized by ENEL and shall have the necessary antivirus installed. All necessary measures shall be taken to prevent the spread of viruses, malicious software or any illicit software that may cause interruptions in the service or loss of data;
- i) all email accounts, file storage or communication platforms (including social networks) shall be explicitly provided or authorized by ENEL;
- j) sensitive data shall be stored, transmitted or canceled by appropriate coding software;
- k) it is forbidden to modify the configuration of the system to avoid security checks;
- l) in order to prevent the disclosure of information to unauthorized Persons, attention shall be paid to printed documents, removable hard drives, removable storage and video screens.

11.5.2 If at any time during the Contract, the performance of the Scope of Contract requires or involves the Contractor gaining access to and/or using any application available on Enel's systems and/or Enel's IT infrastructure ("Enel Systems"), this entire Section 22.15 applies to the Contractor. Upon the request of Enel, at any time and for any reason, the Contractor shall participate in and implement the Enel's dual factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use any Enel Systems. The Contractor undertakes that, for the Contractor to participate in and implement the Multifactor Authentication System, (i) a smartphone and a working SIM card (also personal or for mixed-use) are required; (ii) each smartphone used for the purposes of the Multifactor Authentication System must be associated exclusively with the personal identity of the specific employee, agent, Subcontractor, representative or other Personnel of the Contractor who will access and/or use the Enel Systems on behalf of the Contractor; and (iii) the Contractor shall satisfy all of the foregoing requirements at its sole risk, cost and expenses. Enel does not bear any charge (financial or other) for the supply of the smartphone and shall not be responsible or liable to the Contractor or any third party for any damages, claims or losses, direct or indirect, arising out of or connected with the failure and/or defective functioning or unlawful use of any smartphone that is used for the Multifactor Authentication System by the Contractor's employees, agents, Subcontractors, representatives or other Personnel.

12 PERSONAL DATA PROTECTION

12.1 Privacy notice regarding personal data processed by parties for the purposes of this contract

12.1.1 For the purposes of this Contract, for all definitions concerning personal data, reference is made to terms and definitions made in EU Regulation 2016/679 (hereafter GDPR), as well as to the implementing legislation and any other current legislation in force.

12.1.2 Parties are informed that personal data are reciprocally acquired during the assignment of the Contract and processed for the management and execution of the Contract or to comply with applicable laws. Personal data are collected and processed using automated means and / or in paper forms and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms envisaged by applicable laws.

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



- The Data Controller is the Client Company of the ENEL Group¹ in the person of its legal representative pro tempore (hereinafter "ENEL");
- The data subject is the natural person whose personal data are processed for the purposes of stipulation, management and execution of the Contract (hereafter the "Data Subject");
- Personal data processed may be transferred to third parties, i.e. to companies subject to management and coordination or connected with ENEL S.p.A. or to other third parties. Third parties may be appointed by the Data Controller as Data Processor;
- Personal data shall be retained only for the time necessary to achieve the purposes related to the execution of the Contract and, in any event, shall be deleted 10 years after the signing of the Contract;
- Data Subject is entitled to exercise the rights envisaged in Articles 15-22 of the GDPR (right to access data, request their rectification, portability or cancellation, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- Data Subject is entitled to lodge a complaint to the Italian Data Protection Authority, with registered office in Piazza Venezia 11 – 00187, Rome. Tel. (+39) 06.696771, email: protocollo@gdpd.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website, or upon request.

12.2 System Administrators

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

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

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

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

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

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

12.3.3 It is agreed that Enel has the unilateral right to terminate the Contract if the Supplier is in default of the obligations pursuant with this paragraph.

12.3.4 Duties and instructions

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

- a) It must only process personal data according to ENEL instructions, as documented in **Annex GDPR 1**, specifying type of data processed and the categories of Data Subjects;
- b) must have appointed the employees or collaborators who have the task of carrying out any operation, even for mere consultation, relating to the processing of personal data of which ENEL is the Data Controller ("Authorized Persons"). In this regard, it must ensure that Authorized Persons are committed to confidentiality or have an adequate legal obligation of confidentiality. Furthermore, it must ensure that such Authorized Persons are adequately trained on the principles relating to the protection of personal data;

¹ Company of the ENEL group that establishes the Contract or the company in the name and on behalf of which this is established



- c) must take all the security measures referred to in art. 32 of the GDPR, as well as any other preventive measure recommended by experience, suitable for avoiding data processing that is not permitted or does not comply with the purposes of the Contract. Moreover, must have to check periodically the suitability of these measures to ensure that they are adequate for the risk associated with the processing of data;
- d) must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
- e) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- f) must provide the necessary support to ENEL in ensuring compliance with the obligations referred to in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Data Processor;
- g) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data he has come into possession due to the execution of the activities entrusted, with the exception of personal data whose retention is necessary, by way of example, for purposes related to: (i) legal obligations; (ii) exercise or defence of legal claims;
- h) ENEL also reserves the right to request the cancellation / return of the data processed even before the termination of the Contract by communicating it in writing to the Supplier;
- i) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- j) must promptly notify to ENEL any violation or alleged violation of personal data, within 48 hours of becoming aware of the event and in any case without undue delay;
- k) without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, must keep a Record of processing activities carried out on behalf of ENEL and provide a copy upon ENEL's request.

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

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

12.3.5 Compensation and Liability

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

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

12.3.5.3 Without prejudice to articles 12.3.5.1 and 12.3.5.2 above, in the event of further damage suffered by ENEL as a result of the Supplier's behavior or one of its Sub- Processors, ENEL reserves the right to request further compensation equal to 300% of the Contract value.

12.3.6 Duration

12.3.6.1 The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. 12.3.4.1, lett. h.

12.3.7 Sub Data Processors

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

12.3.7.2 At the time of signing the Contract, the Sub-processors communicated by the Supplier are considered authorized (**Annex GDPR 2**).

In the event that the Supplier, for proven and reasonable reasons, intends to entrust services to other Sub-Processors, other than those mentioned in the list referred to in Annex GDPR 2, he must request, before entrusting the assignment to such new Sub-Processors, an authorization from ENEL as per the attached standard (**Annex GDPR 3**).

12.3.7.3 The Supplier declares that the Sub-Processors will process personal data in countries that are in the European Union or, if outside Europe, exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer. Should the Supplier consider it appropriate as a result of such assessment,



the Supplier undertakes that the Sub-Processors have signed the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract (**Annex GDPR 2**).

12.3.7.4 The Supplier guarantees that the aforementioned appointment will be revoked upon expiry of the contractual relationship between ENEL and the Supplier or at the time of termination for any cause thereof, without prejudice to the provisions of the previous art. 12.3.4.1, lett. h.

13 SUPPLIER PERFORMANCE MANAGEMENT.

13.1 ENEL monitors and assesses the performance of Contractors through a dedicated supplier performance management process ("SPM"). The main topics evaluated during the assessment are the following:

- a) quality of activities;
- b) compliance with schedule;
- c) compliance with health, safety and environmental rules;
- d) respect of human rights;
- e) cooperation and innovative solutions proposed during the performance of the Contract.

13.2 On the basis of the indexes listed above, ENEL will assign a score to the Contractor. In case of a positive score, the Contractor may have access to the incentive actions indicated in the ad hoc regulation. In case of a negative score, ENEL will apply the remedies set forth in the Contract for breaches of contractual obligations.

14 CODE OF ETHICS

14.1 General details.

14.1.1 The ENEL Group, when conducting its business and managing its relationships refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption and in the Human Rights Policy.

14.1.2 The Contractor, when conducting its own business and managing its relationships with third parties, declares to refer to equivalent principles. The Contractor acknowledges ENEL Code of Ethics' commitments and it shall, and shall cause its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract to comply with the ILO Conventions and the legal obligations on the prevention of child labour and the protection of women; equal treatment, the prohibition of discrimination, abuse and harassment; freedom to join a union, the freedom of association and representation, forced labour, environmental safety and protection, health and hygiene conditions. The Contractor furthermore shall, and shall cause its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract to, comply with the Law on remuneration, contributions, insurances, tax with reference to all the workers involved in the performance of the Contract. In case of conflict among the Law and the ILO Conventions, the most restrictive rules shall prevail.

14.1.3 Each of the Parties undertakes to prevent any forms of corruption. Therefore, ENEL prohibits and the Contractor undertakes not to make use of any kind of promise, offer or request for unlawful payment, in cash or other utility, for the purpose of furthering its relationships with its stakeholders, and this prohibition is extended to all its employees.

14.1.4 ENEL reserves the right to carry out any control and monitoring activity (e.g. inspections, audits, requests for documentation) geared to verifying whether the above-mentioned duties have been fulfilled, both on the part of the Contractor and also on that of any of its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract. In such cases, the Contractor has the obligation to grant access to ENEL to its premises and to provide promptly the requested documentation, as well as to cause its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract to do the same.

14.1.5 In case of breach of one of these duties, ENEL reserves the right to terminate the Contract and to request compensation for damages from the Contractor.

14.2 Conflict of interest.

14.2.1 During the performance of the Contract, the Contractor undertakes to have exclusive regard for the interests of ENEL, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

14.2.2 For the entire Duration of the Contract, the Contractor undertakes to behave in a way designed to avoid conflicts of interest from arising. Whenever this might result in a situation which could generate any conflict of interest – subject to the right of ENEL to terminate the relationship – the Contractor undertakes to promptly give written notice to ENEL and to comply with the reasonable instructions of the latter, which will be dictated upon consultation and assessment of the requirements justifiably represented by the Contractor.

14.3 Health and Safety.

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14.3.1 In ENEL, no work can be done compromising Health & Safety and/or environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behaviour will determine the suspension of work and the restoration of Health, Safety and/or environmental conditions.

14.3.2 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environment protection. Such commitment is further detailed in the “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy” that can be found at the following addresses:

- <https://globalprocurement.enel.com/documents> , in the section “Other Useful Documents” and
- <https://globalprocurement.enel.com/documents/health-and-safety-documents> and
- <https://corporate.enel.it/en/company/policy-environmental-enel> .

14.3.3 The Contractor acknowledges the commitment of ENEL in promoting and consolidating a culture of health, safety and environment protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, when applicable.

14.4 Code of Ethics of the Contractor.

14.4.1 Alternatively, should the Contractor have its own code of ethics and its own policies against corruption and on the respect for human rights, ENEL can acknowledge, at its sole discretion, such documents, as long as they refer to principles deemed similar to those established in the same documents of ENEL.

14.5 Integrity Clause

14.5.1 By entering into this Contract, the Contractor² declares:

- to acknowledge the obligations undertaken by the Enel Group in the Code of Ethics, in the Zero Tolerance Anti-Corruption Plan (ZTC Plan), in the Human Rights Policy, and to follow equivalent principles in the conduct of its business and in the management of the relationships with third parties;
- ³that he/she is not aware of criminal proceedings against him/her for tax offenses, crimes against the public administration, crimes against property, crimes against personal freedom or public order, environmental crimes;
- ⁴that he/she is subject to investigations for criminal facts, issues, conducts related to tax offenses, crimes against the public administration, crimes against property, crimes against personal freedom or public order, environmental crimes;
- to acknowledge and agree that - for the assessment of the professional conduct of the Contractor, according to the second and third point of this paragraph 14.7.1 - Enel may also independently collect additional information, taking into account the required existence of the fiduciary relationship with the Contractor.

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

- if he/she becomes aware of any criminal proceeding against him/her, as referred to in the second point of paragraph 14.7.1 above;
- if he/she is subject to criminal investigations, as referred to in the third point of paragraph 14.7.1 above.

14.5.3 Enel reserves the right to review, at its sole discretion, this information, in order to assess the professional conduct of the Contractor.

14.6 International sanctions

14.6.1 Each Party represents and warrants to the other Party that at the Execution Date neither it nor any of its officers, members of its governing body, shareholders owning at least a 5% interest in the Party's company or in any company that the Party owns on at least a 50% basis or otherwise controls, or is under common control by the ultimate parent company, are (i) subject to sanctions under U.S. law, including designation by the US Department of the Treasury's Office of Foreign Assets Control (“OFAC”) as a Specially Designated National, Foreign Sanctions Evader, Sectoral Sanctions Identification List entity, or similar additional lists of restricted parties that OFAC may create from time to time, except for those imposed by the U.S. Department of Commerce under the U.S. Export Administration Regulations; (ii) subject to EU sanctions adopted by any Council Decisions or Regulations under EU law; (iii) subject to sanctions pursuant to a decision by the UN Security Council; ; (iv) subject to the sanctions pursuant to a decision of United Kingdom; (v) subject to a decision of Republic of Italy; all the sanctions listed under points (i), (ii), (iii), (iv) and (v) are hereinafter referred collectively as “Sanctions”.

² The Legal representative of the Company **on his/her own behalf or on behalf of** (a) the owner or the technical director, in case of sole proprietorship; (b) the members and the technical director, in case of general partnerships; (c) the general partners and the technical director, in case of limited partnerships; (d) the directors with power of representation and the technical director and the sole shareholder (natural person), or the majority shareholder in case of companies with less than four members, as regards any other type of company or consortium of the **Company where he/she has elected domicile for the purposes of office** and, where applicable, of the **Parent company**; and (e) the owner and the technical director, in case of sole proprietorship; (f) the members and the technical director, in case of general partnerships; (g) the general partners and the technical director, in case of limited partnerships; (h) the directors with power of representation and the technical director and the sole shareholder (natural person), or the majority shareholder in case of companies with less than four members, as regards any other type of company or consortium of the Parent Company.

³ For him/herself and all the people specified in the previous note.

⁴ For him/herself and all the people specified in the previous note.

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14.6.2 Each Party undertakes to maintain in effect and enforce policies and procedures designed to prevent the application of any Sanctions and to promptly communicate in writing to the other Party the opening of any proceeding that may lead to the imposition of a Sanction and, in any case, the application of any Sanctions throughout the Duration of the Contract.

14.6.3 The Contractor moreover represents that its Subcontractors and/or Subsuppliers are not subject to any Sanctions and it shall promptly communicate in writing to Enel any circumstance in its knowledge concerning the application of any Sanctions throughout the Duration of the Contract against its Subcontractors and/or Subsuppliers.

14.6.4 In case the Contractor or any of its Subcontractors and/or Subsuppliers are subject to a Sanction during the term of the Contract or the Contractor provides unfaithful representations under this clause, Enel may terminate the Contract upon a prior written notice of 30 calendar days and the Contractor shall indemnify and hold Enel harmless for any related damage, loss, cost or expense.

15 GLOBAL COMPACT

15.1 Each of the Parties acknowledges the content of the so-called "Ten Principles" of United Nations Global Compact, and declares to manage its business activities and operations in order to meet such fundamental responsibilities in the areas of human rights, labour, environment and anti-corruption.

15.2 In particular, the Contractor undertakes to fully comply with the principles of the Global Compact and ensures that all activities carried out, either directly or by its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract comply with the following principles of the Global Compact:

A. HUMAN RIGHTS.

One: Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.

Two: Any business must ensure that they do not take part in human rights violations.

B. WORK.

Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.

Four: Any business must support the elimination of all forms of forced labour carried out under duress.

Five: Any business must support the elimination of child labour.

Six: Any business must support the elimination of discriminatory practices in employment and education.

C. ENVIRONMENT.

Seven: Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.

Eight: Any business must support initiatives to promote greater environmental responsibility.

Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

D. CORRUPTION.

Ten: Any business must work against corruption in all its forms, including extortion and bribery.

15.3 The Contractor undertakes to comply with the Law, bound by the above-mentioned principles, and undertakes to inform ENEL of any situation, also referred to its Subcontractors and/or Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract, which may result in failure to fulfil these principles, as well as the plan to remedy such situations.

15.4 Throughout the Duration of the Contract, the Contractor agrees to allow ENEL to verify the degree of compliance with the requirements of this clause through inspections, audits and/or requests for documentation. In such cases, the Contractor has the obligation to grant access to ENEL to its premises and to provide promptly the requested documentation, as well as to cause its Subcontractors and Subsuppliers and/or other Third Parties in any case appointed by the Contractor for the performance of the Contract to do the same. ENEL may terminate the Contract, for reasons attributable to the Contractor, in cases in which it is justifiably and sufficiently aware that the Contractor and/or any of its Subcontractors and/or any of its Subsuppliers have violated any of the above-mentioned principles. GOVERNING LAW

15.5 The Contract shall be governed in accordance with the Italian laws.

16 LICENSE TO USE

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

- the non-exclusive and permanent license to use the software products and the relevant documentation specified in the license, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the Enel Group; the perpetual licenses shall remain valid, in accordance with the terms set out in the Contract, without time limitation, including after its expiration or termination;



- the contractual software products may be installed and used by all the (existing and future) companies of the Enel Group and in the offices and places of interest of the Enel Group, wherever they are located. It is understood that Enel shall be liable to the Contractor for any violation the terms and conditions of the license to use by the relevant companies of the Enel Group.
- Enel may, giving a written notice to the Contractor, transfer the ownership of the licenses covered by the Contract to companies of the Enel Group, including if one of such companies leaves the Enel Group, in full or in part. It is understood that such companies shall accept the same license terms as those set out in the Contract and that Enel shall be entitled to continue to provide services based on the software products to such companies without additional costs;
- unless otherwise provided by the Contract, Enel may install and use the software products on any processing system and in any place of interest for Enel;
- the software products may be installed and used on "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available by third-party contractors selected by Enel.
- Enel may grant the use of the licenses also to third-party contractors of Enel, only within the limits and for the purposes related to the instrumental activities for the business of the Enel Group.

17 CLOUD SERVICES

17.1 The Cloud Services covered by the Contract may be used by the existing and future companies of the Enel Group.

17.2 Enel may grant the access to and the use of the contractual Cloud Services to the companies of the Enel Group for the entire term of the Contract; this right may also be exercised towards companies leaving the Enel Group, in full or in part, in which case Enel shall inform the Contractor thereof.

17.3 Enel may grant the use of the Cloud Services also to third-party contractors of Enel, only within the limits and for the purposes related to the instrumental activities for the business of the Enel Group. Any other use shall required an agreement between the Parties.

17.4 The data processed within the Cloud Services may only be archived and stored in technological infrastructures (Data Centers) approved by Enel, located in the European Union territory.

17.5 The data and/or the contents included by Enel in the Cloud Services and stored on suitable media in the Contractor's systems, upon explicit approval by Enel, may only be stored and exchanged within and/or through infrastructures located in the European Union territory.

17.6 The Contractor shall not decrease the overall security measures of the Cloud Services throughout the term of the Contract, and such measures shall always be compliant with sect. 32 of GDPR.

17.7 The Contractor shall not substantially reduce the functionalities of the Cloud Services currently included in the scope of the Contract.

17.8 All the logs created or stored under any form by the Contractor for the performance of the Contract shall be subject to the following provisions:

- all the logs collected according to applicable legal requirements and/or regulations and/or decrees shall be stored for the minimum period required by the relevant provisions and made available to Enel upon request;
- any log whose retention is not legally required, but provided for by the Contract and/or its attachments shall be stored by the Contractor for the period specified in the Contract and made available to Enel upon request;
- any log retention not required according to law or to the Contract and/or its attachments, but that the Contractor deems useful or necessary to provide the Services, shall be approved by Enel; these logs shall be stored by the Contractor for the period strictly required for the purposes for which they have been collected. The logs shall be made available to Enel upon request.

18 ENEL'S RIGHT OF AUDIT


18.1 The Contractor shall provide Enel with a copy of the compliance certificates of its Cloud Services, including SOC1 type II and SOC2 type II reports.

18.2 If Enel, for any purpose, requires such certificates when they have not yet been prepared, the Contractor shall issue a "*Bridge letter*" ensuring the effectiveness of the environment of the internal controls, in relation to the contractual Cloud Services, for the period between the last valid issue of SOC1 and SOC2 reports and the date of request of the reports.

19 SOSPENSIONE

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

19.2 In addition to the provisions of the previous paragraph, the suspension of the Cloud Services shall only be allowed in emergency situations posing reasonable and proven risks to the security of the Cloud Services, including: (i) the misuse of the Service by Enel which leads to the interruption of the Cloud Services or compromises the infrastructure used to provide the Services, and (ii) the unauthorized access to these Services by third parties. However, the Contractor undertakes to suspend the Cloud Services in order to minimize the interruption of the Services for Enel.

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19.3 After suspension, the Contractor shall draft a report detailing the causes of this interruption and specifying the remedial actions implemented to solve the issue.

20 THE CONTRACTOR'S LABOR LAW OBLIGATIONS

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

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

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

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**ATTACHMENT 1 - Declaration pursuant to special part "D" "offenses against the individual"
Part 1**

HUMAN RIGHTS STATEMENT⁵ (Natural Person)

The undersigned..... aware of the fact that a false declaration shall entitle Enel to terminate the Contract and to claim for the compensation of the damages,

declares:

that **he/she has been/has not been** (please, delete what does not apply) investigated in the last 5 years within the framework of legal proceedings relating to the following offenses against the individual: reduction or maintenance in slavery, prostitution of children, child pornography, possession of child pornography material, tourist initiatives aimed to the exploitation of child prostitution, trafficking in persons, buying and selling of slaves.

The undersigned undertakes to promptly inform Enel of any change from the information provided with this statement. Furthermore, aware that Enel may request at any time to prove the contents of this statement, undertakes to provide all the relevant documents.


In witness thereof,

Date,

Company stamp

Signature of the Legal Representative

⁵ The statement shall be provided for all the contracts relating to the following areas: (1) stipulation of contracts with companies employing personnel coming from non- EU countries; (2) stipulation of contracts with Internet Providers on the supply of digital contents.

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ATTACHMENT 1 - Declaration pursuant to special part "D" "offenses against the individual"

Part 2

HUMAN RIGHTS STATEMENT⁶ (Legal Person)

The Company..... in the person of its legal representative..... aware of the fact that a false declaration shall entitle Enel to terminate the Contract and to claim for the compensation of the damages,

declares:

it has been/it has not been (please, delete the what does not apply)

investigated in the last 5 years within the framework of legal proceedings relating to the following offenses against the individual: reduction or maintenance in slavery, prostitution of children, child pornography, possession of child pornography material, tourist initiatives aimed to the exploitation of child prostitution, trafficking in persons, buying and selling of slaves.

The undersigned Company undertakes to promptly inform Enel of any change from the information provided with this statement. Furthermore, aware that Enel may request at any time to prove the contents of this statement, undertakes to provide all the relevant documents.


In witness thereof,

Date,

Company stamp

Signature of the Legal Representative

⁶ The statement shall be provided for all the contracts relating to the following areas: (1) stipulation of contracts with companies employing personnel coming from non- EU countries; (2) stipulation of contracts with Internet Providers on the supply of digital contents.

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GDPR ATTACHMENTS

**GDPR ATTACHMENT 1****Description of the processing of personal data**

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

A. Categories of Personal Data

- Biographical data⁷ ☐
- Particular Categories of Personal Data⁸ ☐
- Judicial data ☐
- economic and financial Personal Data⁹ ☐
- Data relating to Contracts with Customers¹⁰ ☐
- Contact Data or Access Data ¹¹ ☐
- Profiling Data ☐
- Data relating to identification / recognition documents¹² ☐
- Geolocation data ☐
- Statistical data ☐
- Categories of personal data (free text) _____ ☐

B. Categories of Data Subjects

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

⁷ For example: name, surname, sex, date of birth, place of birth, social security number, other

⁸ For example: political views, religion, racial origin, health, sexual orientation, other

⁹ For example: bank account number, credit card, other ...

¹⁰ For example: POD- PDR-

¹¹ For example: postal or e-mail address, mobile landline number

¹² For example: identity card, passport, driving license, CNS, other ...



GDPR ATTACHMENT 2

List of Sub-Processors

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


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

Dear
ENEL

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

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

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

As legal representative of the Company

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

Tax CodeVAT.....

in relation to Contract no.

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

DECLARES

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

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

- **With regard to contracts entered into before 27 September 2021:**

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

Date

Signature



GDPR ATTACHMENT 3

RIF. CONTRATTO N. _____

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

The Company xxxxxx, as Data Processor appointed by [•], as Data Controller

WHEREAS:

- for the execution of specific processing activities related to the execution of the foregoing Contract, use must be made of subjects external to their own organization
- for these purposes, the Company xxx has been identified
- pursuant to Article 28 of the GDPR, this company must be appointed as a Sub Data Processor

IT IS HEREBY AGREED AS FOLLOWS

The Company xxx requests to [•], in its capacity as Data Controller, authorization to appoint the Company xxx as Sub Data Processor using the template prepared by it and attached herein.

_____, XX/XX/XXXX

Data Processor

For acceptance

Data Controller
