




**CONTRACT CONDICTION
SUPPLIES FOR RITAIL - ITALY-**

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1 Scope

1.1 These Contract Conditions for supplies for resale - Italy apply to the contracts governed by the Italian law and entered into by and between the companies of the ENEL Group (hereinafter also referred to as "ENEL") and the relevant Suppliers (hereinafter jointly referred to as the "Parties") in relation to the procurement of materials/devices/equipment with delivery charged to the supplier.

2 Definitions

The following definitions shall apply to this document:

- **Supplier:** any natural or legal person (even grouped) executing a contract for works, services and/or supplies.
- **Global Procurement Portal (PortalOne):** ENEL's portal where the Contractors may access in order to operate online with ENEL.
- **Contract:** means the set of contractual documents specified below that regulates, in writing, the obligations of the Parties and the procurement of materials or equipment.
 1. **"Order Letter":** is the document which includes the name and the personal data of the Parties, specifies the scope and the term of the Contract, describes the economic, administrative and regulatory conditions, lists and makes reference to any contractual document constituting the Contract.
 2. **Technical-economic documents:**
 - **Technical Specification:** document specifying the technical requirements under the Contract.
 - **Consideration or Price List:** document specifying the economic consideration to be paid for the services provided by the Supplier, which may be grouped by category.
 - **Any additional document:** other documents relating to a specific Contract (e.g. description of works and interventions, project descriptive diagrams and prints, timing and deadlines, etc.)
- **Warranty Period:** period of time for the duration of which the Supplier has to ensure the proper functioning of the products/works, or during which the products/works must be flawless and suitable for their intended use.

3 Language

3.1 The original version of this Document is drafted in Italian language. The original version of the other contractual documents is specified in the Order Letter or in the relevant contractual document.

4 Execution of the Contract

4.1 By executing this Contract, the Supplier declares to fully and unconditionally accept the Contract.

4.2 Automatic renewal or tacit extension shall not apply to this Contract. Any integration and/or subsequent contractual conditions, cancellation or contractual provision contained in a specific Contract shall not modify the Contract Conditions for Supplies for Resale, and shall be limited to the Contract to which they refer.

4.3 If a company of the ENEL Group should subscribe agreements with the Supplier to the benefit of another company of the ENEL Group, the Contract shall also be effective for the companies of the ENEL Group which benefit from the services, works and supplies. The Supplier also ensures the fulfillment by its subsidiaries or associates or permanent establishments of all the obligations under the Contract.

5 Hierarchy of the contractual documents

5.1 In case of any discrepancy between the contractual documents, priority and precedence shall be given according to the following order:

1. **Order Letter;**
2. **Technical-economic documents** (Technical Specifications, List of Consideration or Price List, any additional document);
3. **Contract Conditions for supplies for resale.**


5.2 The waiver by each of the Parties to a right, a power or a requirement under the Contract shall be effective only if such waiver is expressly submitted in writing to the other Party. The waiver to a right, a power or a requirement shall not imply the waiver to future rights, power or requirements, including if they are of the same kind.

5.3 If a provision of the Contract is held invalid, this shall not affect the other contractual provisions, which shall remain in full force and effect. Considering the scope of the Contract and by mutual agreement, the Parties shall cooperate to replace the invalid provision with another provision which approximates as closely as possible the original purpose.

6 Communications

6.1 The communications between the Parties shall be in writing and sent to the office or the addresses and according to the requirements specified in the Contract. Each Party undertakes to promptly inform the other Party of any change of office or address. Otherwise, the notices shall be held valid only if sent according to the terms agreed and at the addresses specified in the Contract.

6.2 ENEL reserves the right to use electronic procedures to exchange documents relating to the Contract. Except as otherwise specified in the Contract, the use of electronic media shall be allowed, provided that it is possible to track the exchange of correspondence.

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6.3 The Supplier shall comply with and enforce all the communications received from ENEL, without further formalities.

7 Economic Terms

7.1 General

7.1.1 The submission of the invoices may be made through ENEL's electronic systems (the Procurement Portal where ENEL operates as an intermediary for the E-Invoice Interchange System). The use of the Enel Portal for the submission of the invoices digitalizes the document management process for the administrative department of ENEL ensuring the application of the payment terms.

7.1.2 Furthermore, according to the technical specifications under Attachment A by the Revenue Agency Director of April 30th 2018, as amended and integrated, an intermediary is any third party, appointed by the supplier/provider to submit on its behalf the electronic invoices through the Interchange System (SDI, Sistema di Interscambio).

7.1.3 Thus, ENEL operates free of charge as an intermediary for the SDI exclusively and limited to the invoices received from its suppliers (documents and information that ENEL is already entitled to receive as customer), excluding those issued by the suppliers to subjects other than ENEL.

7.1.4 ENEL undertakes to submit all the invoices received to the SDI by virtue of the intermediary role assigned by the Supplier, separating this activity from the role of controller, generally played by the customer/recipient, of the services or supplies received. However, the submission of the invoices to the SDI does not automatically imply the recognition of the credit, which is subject to confirmation by ENEL as customer.

7.1.5 ENEL does not carry out activities to the SDI other than those of intermediary (including issuer in the name and on behalf of the invoice provider pursuant to sect. 21 of the VAT Presidential Decree, or the intermediary as specified in sect. 3 par. 3 of the Decree of the President of the Republic no. 322 of July 22nd 1998 - such as labor consultant, accountant, tax advisor, bookkeeper - representing the only subject who may be delegated to view and process the e-invoices or their electronic copies available in the reserved area of the Revenue Agency website).

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

7.1.7 The invoice shall be valid, and ENEL may accept it, only if the invoice specifies all the data required by the Supply Contract and by the applicable regulations, and if the contractual activity has been properly performed. Invoices shall specify all the information provided for by the applicable tax regulations. In particular, the Budget Law 2018 (Law no. 205 of December 27th 2017) imposes the obligation to issue the e-invoice between private parties from January 1st 2019. The invoices shall be issued according to the technical specifications approved by Revenue Agency Director decree of April 30th 2018 and shall be sent by the SDI (Interchange System), except for the exempted small/flat/agrarian taxpayers and for the transactions with subjects located outside the country. Attachment 9 specifies the technical details required for the proper management of e-invoicing for ENEL. If the invoice is issued in a way other than those provided (e.g. paper form), it shall be considered as not issued, as set out by the applicable law provisions.

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

7.1.9 Except if the Temporary Association of Companies or the Consortium have their own VAT number, each company of the Association or of the Consortium shall invoice the relevant amount for the services or works performed. The invoices sent by each principal company to ENEL shall be accompanied by the approval of the agent company.

7.1.10 In case of sub-supply or putting out to piecework, if ENEL has not declared that it shall directly pay the sub-supplier or the worker the amount due for the services or works performed, ENEL shall suspend the payment to the Supplier, if the Supplier has not submitted, within the time limits set out by law, a copy of the receipted invoices relating to the amounts paid by the Supplier to the sub-supplier or the worker, specifying the relevant guarantee withholding applied.

7.1.11 ENEL reserves the right to refuse to execute the payments if the Supplier does not properly perform the contractual obligations and/or if the Supplier does not comply with the statutory requirements.

7.1.12 The Supplier may not grant any order for collection to third parties nor any form of payment authorization.

7.2 Payment

7.2.1 Invoice payment, by bank transfer and with fixed value date for the payee, shall be made on the third last working day of the month in which falls the 60-days EOM term from ENEL's acceptance or inspection (authorization date) provided by law or by the Contract to verify the compliance of the goods with the contractual provisions, provided that the invoices specify the purchase order number;

7.2.2 If the invoices do not include the details of the purchase order number, they shall not be accepted nor considered for the calculation of the date of receipt (for e-invoices not sent through the Enel Portal, please see the details of the Invoicing Attachment for the identification of the field to be used to enter the invoicing authorization, purchase order or Enel Unit code).


7.2.3 If the payment date, as described above, falls on Monday or Tuesday, the payment shall be postponed to Wednesday, if it is a working day; otherwise, the payment date shall not be modified.

7.2.4 In case of payments after the contractual term, if such delay is attributable to ENEL, the Supplier shall be entitled to interest for late payment, to the extent of the legal interest specified below:

1. For the first six months of the year to which the delay refers to, the legal interests for late payment effective on January 1st of the relevant year shall apply;

2. For the second six-month period of the year to which the delay refers to, the legal interests for late payment effective on July 1st of the relevant year shall apply;

7.2.5 For the application of the interest rate specified in points 1 and 2, reference shall be made to the interest rate published in the Official Journal of the Italian Republic, by the Ministry of Economy and Finance, in the fifth working day of each calendar half-year. Late payment interests apply, with no need for issuance of a formal notice of default, from the day after the payment date set out in the Contract.

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7.2.6 If the creditor proves that any cost was suffered to collect the receivables, a lump sum of Euros 40 (forty/00) as compensation for damages shall be payable to the creditor, with no need for issuance of a formal notice of default. This shall not prejudice the right to prove greater damages, which may include the costs suffered to recover the receivables.

7.3 “SPLIT PAYMENT”

7.3.1 The current wording of sect. 17-ter of Presidential Decree no. 633/1972 as amended by Decree Law no. 50/2017 provides the application of the split payment, for the period 1.7.2017 - 30.06.2020, without prejudice to future extensions - also to the transfer of goods and the performance of services made to subsidiary companies directly controlled, *de jure* or *de facto*, by the Presidency of the Council of Ministers or of the Ministries, as well as their direct or indirect subsidiaries in law. To identify the aforementioned subjects, reference should be made to the lists periodically laid down by the Department of finance of the Ministry of Economy and Finance, published on the relevant institutional website. If the ENEL customer company, upon issue of the invoices for the goods/services received, is included in such lists (pursuant to sect. 5-ter of the Decree of the Ministry of Economy and Finance of January 23rd 2015 as amended by Decree of the Ministry of Economy and Finance of June 27th 2017), the invoices issued shall be subject to the split payment scheme, except if such invoices - according to specific statutory or procedural provisions - are excluded from this scheme (e.g. reverse charge operations).

8 Taxes

8.1 Upon payment of the goods/works/services received, ENEL shall apply a withholding according to the laws on imposition and on social security contributions (with tax effects) applicable in the country of residence of the Supplier and/or according to any other law applicable to the Contract.

8.2 The Parties mutually undertake to perform any obligation, handle any administrative formality and deliver any document required to settle the payment of taxes, including deductions and other legal obligations applicable to the Supplier, according to the procedures laid down by the applicable law provisions. Likewise, the Parties undertake to cooperate in order to be granted exemptions or other tax benefits applicable to the Contract. If, due to lack of diligence or any other cause attributable to the Supplier, ENEL should lose its right to a tax benefit, ENEL may deduct the amount of the relevant tax benefit from the amount due to the Supplier.

8.3 If any treaty to avoid double taxation has been entered into between the country of residence of the Supplier and the country of residence of the relevant ENEL Group company, and if the Supplier requests the application of the provisions of such treaty, the Supplier shall submit to ENEL its tax residence certificate (or any other certificate/statement required for the application of the provisions against double taxation). To allow the identification of the type of income subject to the treaty for the avoidance of double taxation, the Supplier shall take into account the interpretation given in the country where the ENEL Group company has its head office. Normally this certificate is valid for one year, except if the laws of the country where the ENEL Group company has its head office set out a shorter period. However, upon expiry of each certificate, the Supplier shall submit a valid certificate.

8.4 If ENEL has to apply deductions on amounts due to the Supplier, upon request of the Supplier, ENEL shall issue a certificate confirming the deductions applied and, in particular, the amounts paid and those withheld.

8.5. If the materials or equipment come from abroad, taxes shall be paid as follows:

- a) the Supplier shall pay all the taxes and duties applicable in the countries of origin of the goods and those applicable in the countries where the goods transited for the final delivery, as well as all the taxes payable in the destination country by virtue of economic benefits arising from their sale.
- b) the Supplier shall also pay all the taxes and duties on imports or equivalent taxes in the destination country, in addition to other official customs duties on imported materials and/or equipment, except as otherwise agreed with ENEL.

8.6 Duties on domestic materials or equipment shall be paid by ENEL or the Supplier, according to the applicable law provisions.

9 “Antimafia” Legislation

9.1 The Contract shall be performed in compliance with all the requirements set out by the laws on mafia-type crime prevention, as well as with any other applicable legal procedure stipulated by ENEL.

9.2 The Supplier declares to know and accept the contents of such procedures and undertakes to respect and enforce them.

9.3 Notwithstanding the above, if the inspections carried out by the relevant Prefectures should show any mafia infiltration in relation to the contractors, ENEL may terminate or withdraw from the contract and repeal the measures implemented by ENEL, and the Supplier shall not be entitled to any compensation for damage from ENEL.

10 Personal data processing

10.1 Privacy policy on the processing of personal data provided under the Contract

10.1.1 For the purposes of the Contract, as regards the definitions relating to personal data, reference shall be made to EU Regulation 2016/679 (the GDPR), to any other law applicable to personal data and implementing the Regulation.

10.1.2 Notwithstanding the foregoing, personal data are mutually collected within the framework of the awarding of the Contract and processed for purposes strictly related to the management and execution of the Contract, or to perform legal obligations. Furthermore, personal data are collected in electronic and paper form and shall be stored throughout the term of the Agreement and after its termination, for a period not exceeding the time limits provided for by the applicable law provisions.

10.1.3 To this purpose, please note that:

- The Data Controller is the Enel Group Customer Company ^[1] in the person of its pro tempore legal representative (hereinafter referred to as ENEL);
- The data subject is the natural person whose personal data are processed for the conclusion, handling and execution of the Contract (hereinafter Data Subject);
- Personal data processed may be transmitted to third parties, or both to the companies under the management and



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coordination of ENEL S.p.A. or to the affiliate companies of ENEL S.p.A., and to other entities. The aforementioned third-party recipients may be appointed as Data Processors;

- The Data Subject may exercise the rights set out in sections 15-21 of GDPR (right to access to personal data, to require data rectification, portability or erasure, to require the limitation of the processing of his/her personal data or to object to their processing), if applicable, contacting the Data Controller;
- The Data Subject is entitled to lodge a complaint with the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali), registered office in Rome, Piazza Venezia n. 11 - 00187 Rome ; Tel. (+39) 06.696771, e-mail: garante@gpdp.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to sect. 37 of GDPR. DPO's contact details are available on the Data Controller's website.

10.2 Appointment of the Supplier as Data Processor

10.2.1 If the Supplier has to process personal data on behalf of ENEL, by entering into the Contract and throughout its term, the ENEL Group Customer Company, in its quality as Data Controller, appoints the Supplier, who in turns accepts such appointment, as Data Processor, pursuant to section 28 of GDPR. If the Supplier is a Temporary Association of Companies/Standard Consortium or Permanent Consortium, the companies constituting the Association/Standard Consortium or Permanent Consortium and the contractor companies are appointed as Data Processors.

10.2.2 The Supplier undertakes to carry out the processing of the personal data according to the obligations set out in GDPR and to the instructions given by ENEL, which shall monitor the compliance with such instructions. It is expressly understood that, if the Supplier breaches the obligations set out herein, ENEL shall be entitled to unilaterally terminate the Contract pursuant to sect. 1456 of the Italian Civil Code.

10.3 Obligations and instructions

10.3.1 Since the Supplier, in relation to the experience, capability and reliability claimed, provided a suitable guarantee of the full compliance with the applicable provisions on data processing and to have duly adapted to the GDPR, its tasks and responsibilities are the following:

- a) the Supplier shall only process the personal data upon documented instruction by ENEL, specifying the nature of the data processed and the categories of Data Subjects (GDPR Attachment 1);
- b) the Supplier shall appoint the Persons Authorized to process the data ("Authorized Persons") for the performance of any operation, including simple consultation, related to the processing of the personal data stored in the computerized or paper databases held by ENEL, using the applicable form provided by ENEL (GDPR Attachment 2). Before the commencement of the contractual activities or within the date specified in the relevant communication by ENEL, the Supplier shall also provide ENEL with a statement including the appointment and the detailed list of its employees/partners as "Authorized Persons", using the form provided by ENEL (GDPR Attachment 3);
- c) the Supplier shall ensure that the Authorized Persons undertake to comply with legal provisions and with any ENEL's instruction, as well as to keep confidential the personal information and data obtained in connection with the Contract, including during its execution, except in case of explicit approval by ENEL and for the cases specifically set out by law. ENEL reserves the right to request to the Supplier the list of the Authorized Persons in order to comply with the obligations laid down by GDPR or with other legal provisions or due to national security or public interest purposes;
- d) the Supplier shall implement the security measures provided for by section 32 of GDPR, as well as any other preventive measure resulting from experience and suitable to prevent unauthorized data processing non-compliant with the purposes of the processing; the Supplier shall also provide appropriate cooperation in the implementation of such measures, in the notification and communication of personal data breaches and with regard to the data protection impact assessment, in order to ensure data confidentiality and security, as well as to reduce the risk of destruction or accidental loss of the data;
- e) upon ENEL's request, the Supplier shall provide the list of the countries and of the data centers where the personal data are processed on behalf of ENEL;
- f) the Supplier may only transfer the data to a third country or an international organization outside the European Union in the cases referred to and under the conditions laid down in GDPR, except where EU or national laws applicable to the Supplier require to do so. In such case, the Supplier undertakes to promptly inform ENEL of this legal obligation, except if the Supplier is prevented from disclosing such information by national security or public interest reasons;
- g) considering the nature of the processing, the Supplier undertakes to support ENEL with suitable technical and organizational measures, to the extent possible, in order to fulfill ENEL's obligation to reply to the requests for the exercise of the rights of the Data Subject;
- h) the Supplier shall support ENEL in ensuring the fulfillment of the obligations set out in sections from 32 to 36 of GDPR, considering the nature of the processing and of the information available to the Data Processor;
- i) upon ENEL's request, the Supplier shall erase and/or return all the personal data after the completion of the processing services and destroy the existing copies, except if data retention is set out by the EU or EU Member States laws, providing ENEL with evidence thereof;
- j) if a Data Protection Officer has been appointed pursuant to sect. 37 of GDPR, ENEL shall be informed thereof;
- k) the Supplier shall made available to ENEL all the information required to certify the fulfillment of the obligations set out by GDPR, supporting the activities of review, including inspections, carried out by ENEL or by another entity appointed by ENEL;
- l) in case of personal data breach, whether actual or alleged, the Supplier shall promptly inform ENEL, within 24 hours from when the Supplier becomes aware of the event and without undue delay;
- m) the Supplier shall cooperate with ENEL, providing free of charge any information required to fulfill the obligations set out by sect.



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33 and 34 of GDPR, including its valid certifications;

n) notwithstanding the provisions of sect. 30 par. 5 of GDPR, the Supplier shall keep a Register of the processing activities carried out on behalf of ENEL pursuant to sect. 30 of GDPR, to be made available upon ENEL's request in case of events subject to the provisions of sect. 33 and 34 of GDPR.

10.3.2 The Supplier may not process personal data for purposes other than the performance of the Contract. In particular, if not required for the performance of the Contract, the Supplier may not carry out massive extractions of personal data, including by RPA - Robotic Process Automation - (or "automatons"), unless such actions have previously been approved by the Customer.

10.4 Compensation and Liability

10.4.1 Pursuant to sect. 82 of GDPR the Supplier shall be liable for damages resulting from the processing if the Supplier did not comply with the contractual obligations or ENEL's instructions. The Supplier shall be personally liable towards ENEL and the Data Subjects if a Sub-Processor appointed by the Supplier does not comply with its obligations on personal data protection.

10.4.2 In case of greater damages suffered by ENEL as a result of the acts of the Supplier or of any of its Sub-Processors, ENEL reserves the right to claim for a further compensation proportionate to the damage suffered. ENEL or the Supplier shall be exempted from any liability if they prove that the event is not attributable to them.

10.5 Term

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

10.7 Sub-Processor

10.7.1 If, for specific processing activities, the Supplier wishes to rely on external subjects for the performance of the Contract, they shall be appointed as sub-processors pursuant to section 28 paragraph 4 of GDPR (hereinafter Sub-Processors or Sub-Processor). Sub-Processors shall fulfill the same obligations arising from the Contract on the Data Processor (GDPR Attachment 4). In particular, pursuant to the provisions of point b) and c) of paragraph 10.3.1 "Obligations and instructions", each Sub-Processor shall appoint the Persons Authorized to data processing, using the specific form provided which includes the relevant instructions (GDPR Attachment 7).

10.7.2 Before the commencement of the contractual activities and within the date specified in the relevant communication by ENEL, the Sub-Processor shall also provide ENEL with a statement including the appointment and the detailed list of its employees/partners as "Authorized Persons", using the form provided by ENEL (GDPR Attachment 8). Sub-Processors shall be authorized upon signature of the Contract (GDPR Attachment 5).

10.7.3 If the Supplier, due to documented and reasonable causes, wishes to entrust services to other Sub-Processors, different from those specified in the detailed list of GDPR Attachment 5, the Supplier shall require the prior approval of ENEL, please see standard form attached (GDPR Attachment 6), before entrusting such task. ENEL reserves the right to provide a general approval valid throughout the term of the Contract, or a specific approval according to the nature of the service and of the obligations provided for by sect. 28 of GDPR.

10.7.4 The Supplier represents that the Sub-Processors shall process the personal data in EU Member States or in countries ensuring a suitable protection of personal data pursuant to GDPR. The Supplier undertakes to provide the details of its Data Centers where its Sub-Processors shall process the personal data.

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

10.7.6 If a Sub-Processor belongs to a Supplier's multinational group, and the Supplier has adopted binding corporate rules pursuant to sect. 47 of GDPR, such rules only constitute a suitable guarantee towards the relevant Sub-Processor.

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

10.8 System administrators

10.8.1 Since the personnel of the Supplier and/or of its Sub-Processors, may carry out tasks linked to those of a "system administrator" according to the applicable laws, the Supplier undertakes to provide, upon ENEL's request, the list of its partners and/or of its Sub-Processor's partners, authorized and appointed as "system administrators", as well as the list of any person who may potentially operate on personal data under ENEL's control.

10.8.2 The Supplier also undertakes to keep log in, log out and log in attempt registers related to its partners and/or to the partners of its Sub-Processors, if authorized, who have been appointed as "system administrators" and that as such may operate on personal data under ENEL's control for a period of six months, with the commitment to return them to ENEL upon simple written request and within 3 calendar days in the format specified by ENEL.



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11 Insurance

11.1 The Supplier undertakes to take out and provide evidence of a public and environmental liability insurance policy with a limit of liability suitable to the risk, to cover any claim for damages to property and personal injuries and/or for financial damages suffered by ENEL or by third parties due to defects of malfunctions of the contractual supplies. The environmental liability insurance shall cover the environmental damages or the imminent threat of their occurrence, as well as the relevant prevention, reduction and restoration costs, according to the applicable law provisions.

11.2 Such policies shall include a provision requiring the insurance company to make payments directly to ENEL.

11.3 It is understood that the existence, the validity and the efficacy of the insurance policies referred to in this contract are of the essence for ENEL and therefore, if the Supplier at any time fails to prove the existence of an insurance cover, ENEL shall be entitled to terminate the Contract, without prejudice to the payment of the damages suffered by ENEL.

11.4 If according to ENEL the Supplier's insurance policy is not suitable to cover the risk, the Supplier accepts to review and modify the relevant cover in compliance with the requirements of the Contract.

12 Industrial and intellectual property

12.1 The Supplier ensures to ENEL and, upon request, undertakes to prove with the relevant documentation, the lawful use of trademarks, patents, utility models, know-how as well as the required licenses on such rights and that these trademarks and licenses do not violate third party's rights.

12.2 The licenses must be registered at the offices of the competent authorities, and ENEL reserves the right to require the Supplier to provide the relevant documentation and/or certificates.

12.3 The Supplier shall obtain the concessions, permits and authorizations required from the owner of patents, models and trademarks, as well as the intellectual property rights. The Supplier shall bear the costs for the copyrights or other relevant charges.

12.4 If as a result of a dispute submitted by the owner or the licensee of the rights referred to in this article, ENEL should modify, in full or in part, the materials which constitute the subject matter of the contractual supply, this shall be made as soon as practicable by the Supplier, without compromising the quality of the supply, of the operational features or of the warranties.

12.5 If a third party takes a legal action against ENEL due to the Supplier's breach of the obligations provided for by this article, the Supplier undertakes to indemnify ENEL from any liability for infringement of intellectual property rights and to hold ENEL harmless from any claim or legal action brought against ENEL, as well as to compensate ENEL for any damage, whether direct or indirect, arising from claims for compensation or damages.

12.6 Any demand, judicial or extrajudicial, filed by third parties against the Supplier in relation to intellectual property rights shall be promptly notified to ENEL.

12.7 ENEL shall be the owner of all the documents, drawings, IT programs, and any copy thereof, provided to the Supplier for the execution of the contractual services, as well as of all the inventions, patents, utility models and any other intellectual property right which is or will be required for the performance of the contractual services according to the documents made available by ENEL to the Supplier. The Supplier shall only use them for the execution of the Contract and shall return them to ENEL implementing suitable measures in relation to the processing, use and transfer of data aimed at ensuring their security and preventing their disclosure, according to the provisions of article 23 "CONFIDENTIALITY".

12.8 Any intellectual property right existing before the signature of this Contract shall be the exclusive property of the Party owning such rights at the date of completion of the Contract. The other Party shall not be entitled to claim these rights. The existing intellectual property rights include all the industrial and intellectual property rights, including, without limitation, patents application, pending patents, copyrights, trademarks, trade and industrial secrets and any application filed in this regard worldwide, projects and software models and know-how, belonging to each of the Parties before the signature of this Contract or acquired thereafter within the framework of parallel projects independent from the scope of this Contract.

12.9 In case of violation of the obligations on industrial and intellectual property referred to in this article, each Party shall be entitled to terminate the Contract, without prejudice to their right to take legal actions or claim for compensation of the damages suffered.

13 Delivery terms

The place of delivery of the supplies shall be agreed in the contract.

ENEL, upon delivery of the Products, shall carry out a visual inspection of the packaging, notifying to the Supplier the ID of the Products unsuitable for sale due to damages caused by transport. In the order following the one relating to the afore mentioned notification, ENEL shall request to the Supplier to issue a credit note for an amount corresponding to the damaged goods. Generally, the collection from the warehouse of the Products with damaged packaging shall take place following the inspections described above.

If ENEL should not perform the visual inspection of the delivered material, the goods shall be considered as accepted "with reservation".

14 Supplier's Obligations

14.1 The Supplier undertakes for the entire term of the Contract, to supply the contractual goods and services according to the conditions, methods, terms and provisions specified under the documents forming part of the Contract, and further undertakes to ensure that all the activities are carried out with the best professional diligence, the best available techniques, in a workmanlike manner and using qualified personnel suitable to the performance of the activities.

14.2 Furthermore, the Supplier undertakes to:

- perform the contractual services or works without interfering with or hindering or interrupting the performance of the working activity of ENEL and/or of third parties;
- promptly notify ENEL of any event that may interfere with the execution of the contractual services or works;



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- implement, in the performance of the contractual services or works, any measure and action to prevent damages to property and personal injuries, and the Supplier shall be liable for any activity required to repair the damages suffered by ENEL and/or third parties, including damages caused by its employees or by other workers employed in the execution of the Contract;
- directly handle the acquisition of any permit and authorization required for the performance of the contractual activities, except for those expressly assigned by law to ENEL, in relation to which, however, the Supplier shall provide proper support and/or documentation, if required;
- promptly notify ENEL of any change occurred from the statements made to ENEL for the purposes of the awarding of the Contract. Furthermore, the Supplier accepts that ENEL may verify at any time the truthfulness and the currency of the statements made, and undertakes to provide, upon ENEL's request, further supporting documents. If the information should be found to be outdated and/or false, ENEL may - at its sole discretion - without prejudice to the right to the compensation of the damage, refuse to grant or suspend admission/exclude the Supplier from ENEL's qualification system, or may immediately terminate, pursuant to sect. 1456 of the Italian Civil Code, the Contract/s awarded on the basis of the misstatements.

14.3 Therefore, it is understood that the Supplier shall bear any further obligation or charge, including if not expressly specified in the Contract but required for the performance of the works or services or, however, suitable for the proper and complete fulfillment of the obligations assumed.

14.4 The Supplier, during the performance of the Contract, shall give prior notice to ENEL of any change to one or more products included in the catalog or in the contract, highlighting all the innovations made with respect to the original contractual supply. However, the Supplier ensures that the innovations shall not prejudice the installation of the product with respect to the previous version and that they shall not have any adverse effect on safety and the environment. ENEL reserves the right to review the proposed changes before acceptance. However, the Supplier undertakes to maintain stable the prices originally specified in the Contract.

15 Penalties

15.1 The Supplier undertakes to perform the supply with the due diligence and care provided for by sect. 1176 of the Italian Civil Code and, therefore, the Supplier shall be liable for any negative consequence occurred during its performance. In case of contractual breaches, ENEL shall apply to the Supplier the penalties in the events and according to the amounts and the terms specified in the Contract.

15.2 ENEL, after carrying out inspections, may apply to the Supplier the penalties related to the assessment of the performance level of each supply, according to the amounts and terms specified in the Contract.

15.3 If the breaches are established by data analysis, ENEL shall submit to the Supplier in writing the relevant observations and objections. The Supplier, in relation to the objections submitted, shall provide written explanations, within 8 (eight) days from the receipt of the notification. After this term or, however, if the defense is not held valid, ENEL shall be entitled to apply the penalty.

15.4 The notification of the issue shall always be made in writing by ENEL, that reserving all the relevant verifications, including jointly with the Supplier if required, shall impose the applicable penalty. However, ENEL reserves the right to intervene in order to ensure, in the absence of the Supplier, the performance of the services.

15.5 Penalties may be applied by deducting the relevant sum from the amounts due at any title by ENEL and/or enforcing, in full or in part, the security deposit provided by the Supplier as a warranty.

16 Suspension, withdrawal and termination of the Contract

16.1 Suspension.

16.1.1 If, for any reason, ENEL considers necessary or is forced to temporarily suspend the execution of the Contract, in full or in part, ENEL shall send a written notification to the Supplier, specifying the reason and providing an estimate of the duration of such suspension. The suspension shall be effective from the date specified in the notification. From that date the Supplier shall stop its activities, store and keep the materials, without prejudice to any other obligations arising from the applicable legislation and/or the Contract.

16.1.2 The resumption of the supply shall be subject to prior written notification given by ENEL to the Supplier; works shall be resumed within the date specified therein. The remaining period for the completion of the suspended part of the execution of the Contract shall start from that date. The Supplier shall be entitled to receive the payment, as laid down in the Contract, for the activities/projects already completed. The payment of the activities/projects which are at an advanced stage and are not included in the Contract, shall be agreed between the Parties subject to prior notification.

16.2 Withdrawal

16.2.1 ENEL may withdraw from the Contract at any time, regardless of the progress of the supplies. The withdrawal shall be notified in writing with acknowledgment of receipt and shall be effective from the date in which ENEL notifies which supplies should be completed and which should be immediately stopped. The supplies regularly delivered by the Supplier before the cancellation date shall be paid by ENEL according to the contractual prices. ENEL shall reimburse the Supplier for these activities, subject to prior analysis of satisfactory evidence provided by the Supplier about the activities interrupted and completed. To this purpose, ENEL shall reimburse the lower amount between (i) the amount corresponding to the expenses incurred by the Supplier in relation to these activities, for orders become irrevocable, and (ii) the amount equal to the actual economic prejudice suffered by the Contractor.

16.2.2 The Supplier may withdraw from the execution of the Contract according to the law provisions applicable to the Contract.

16.3 Termination.

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16.3.1 ENEL may terminate the Contract in accordance with the legal provisions and/or in all the cases stipulated in the Contract and/or in the following events, where there is a cause that impedes or significantly affects the proper performance of the Contract:

- a) the dissolution, transformation, reduction of capital or significant changes in the management bodies of any of the Parties, in the event that said changes have a negative impact on the performance of the Contract, or if said changes to the Contractor infringe the "ETHICAL CONDUCT RULES" of ENEL;
- b) the reduction of the economic / financial solvency or any other type of legal difficulty, or of any other nature that affects the normal fulfillment of the obligations of any of the Parties;
- c) the unjustified interruption or suspension by the Supplier of the performance of the Contract;
- d) if the total amount of the penalties applied for delay in the execution of the activities reached the maximum limit set out in the Contract or if the delay by the Supplier is such to not fully satisfy the scope of contract established by ENEL;
- e) failure by the Supplier to obtain the certificates and authorizations required for the proper performance of the Contract, in relation to its products and activities, or their loss during the term of the Contract;
- f) failure by the Supplier to remedy any violation of the technical specifications and/or repeated errors and/or defects violating the instruction given by ENEL;
- g) failure by the Supplier to perform or the violation by the Supplier and/or its Sub-suppliers and/or a third party appointed by the Supplier of the contractual activities or of obligations arising from the applicable law;
- h) failure to perform obligations on intellectual property, confidentiality and personal data processing, in conformity with the laws governing the Contract;
- i) the discovery, at any time after the execution of the Contract, of any omission or inaccuracy of any information or statement provided by the Supplier in relation to the compliance with legal, economic, financial, technical or contractual terms;
- j) negligence in the performance of the Contract for reasons due to the Sub-supplier or third parties appointed by the Supplier and/or failure to pay the damages suffered by any subject;
- k) any other breach by the Contractor that could 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;
- l) the Supplier's refusal to perform the activities covered by the Contract;
- m) the Supplier's refusal to resume the contractual activities previously suspended (for any reason whatsoever) by ENEL, after ENEL's instruction to resume such activities;
- n) the performance by the Supplier of acts which may create a reputational damage to ENEL;
- o) actions, omissions, behaviors or situations related to the Supplier that may pose a risk to the reputation of ENEL and that lead to the deterioration of the trust of ENEL in the honesty and integrity of the Supplier, and in its reliability for the performance of the activities in accordance with the provisions of this Contract;

16.3.2 If the Supplier fails to inform ENEL of the situations described above, without prejudice to ENEL's right to terminate the Contract, ENEL may suspend the payments to the Supplier in order to perform contractual obligations to third parties arising from the proper and complete performance of the Contract by the Supplier.

16.3.3 In such cases, ENEL may terminate the Contract from the date in which ENEL sends a written notification - including in electronic format if allowed by the Contract - to the Supplier, or ENEL may require the regular performance without prejudice to its right to claim for compensation of the losses and damages suffered.

16.3.4 If the Contract is terminated for reasons due to the Supplier, ENEL may acquire the materials already manufactured, in full or in part, or delivered by the Supplier, paying the relevant price, if this is provided for by the Contract.

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

- a) suspend the outstanding payments due to the Supplier;
- b) enforce the economic guarantee provided by the Supplier.


16.4 Termination and recovery of damages

16.4.1 The Contract shall be automatically terminated pursuant to sect. 1456 of the Italian Civil Code, without prejudice to any other action related to compensation for damage, in any of the following cases:

- a) application of penalties within the limits set out by the Contract;
- b) failure by the Supplier and/or its employees to fulfill the confidentiality obligations referred to in art. 23;
- c) if the Supplier uses non-employees in violation of the applicable provisions;
- d) no insurance cover for the risks, during the term of the Contract and the period of validity of the warranties;
- e) assignment to third parties of the Contract or of the credit arising therefrom in violation of art. 19 and 20;
- f) untruthfulness of the statements provided in relation to the performance of the obligations under law no. 68/99 (Rules on the right of disabled people to work sect. 17) and/or to crimes against the individual and/or corruption offenses;

16.4.2 Furthermore, as regards termination, any breach other than those listed above shall be notified in writing to the Supplier including the relevant observations and objections. The Supplier, in relation to the notification received, shall provide written justifications, within 15 (fifteen) days from the date of notification. In both cases, after the expiry of the relevant deadline or, however, if the justifications are not held valid, ENEL may terminate the Contract in accordance with this article.

16.4.3 In all the cases of termination of the Contract, ENEL may definitively withhold any amount of the guarantee enforced, notwithstanding the right to claim for the full compensation if the damage exceeds such amounts. The termination shall not affect the works or services already performed pursuant to sect. 1458 of the Italian Civil Code.

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16.4.4 ENEL may also automatically terminate the Contract for the following reasons:

- if any of the component of the management body or the Chief Executive Officer or the General Manager or the Technical Manager are sentenced, by final judgment, for crimes against the Public Administration, public order, public faith or property, or if they are subject to the measures provided for by the anti-mafia regulations;
- if the Supplier does not meet or hold, or loses, the minimum requirements and the legal Licenses/Authorizations for the fulfillment of the supply, required for the performance of the supply or for the participation in the awarding tender/procedure through which the Supplier was awarded the Contract, as well as those required for the execution of the Contract.

17 Guarantee.

The products purchased are suitable for their intended use and therefore they are covered by the legal guarantee of conformity governed by sect. 128 et seq. of the Legislative Decree no. 206/2005 (Consumer Code).

Notwithstanding the above, in relation to the products purchased, ENEL undertakes to acknowledge any benefit arising from the standard Manufacturer guarantee, if more favorable than the legal guarantee. The conditions, the subject and the term of the standard guarantee are regulated by the order letter, in clause "Standard Guarantee". The customer may at any time refer to these conditions on ENEL's website (<https://www.enelxstore.com/it/it>), on the website of the relevant Manufacturer, or upon request the customer may obtain a copy at an ENEL's products and services point of sale.

18 Training

18.1 In order to properly train the subjects operating on behalf of ENEL, the Supplier undertakes to make available to the ENEL's installation and maintenance network its training rooms, or other rooms in different external location, and its product experts: the training shall be given free of charge.

18.2 The sessions shall be focused on the features of the Products and their installation, as well as on the main causes of fault and the relevant identification and troubleshooting techniques.

18.3 The Supplier may verify the knowledge and skills acquired by the technical and maintenance staff through questions and practical tests. If according to the Supplier a technician/serviceman does not meet the requirements for the performance of extraordinary maintenance operations, the Supplier may report it to ENEL.

18.4 The training sessions, the number of attendants and the location for the meetings shall be previously agreed in writing with ENEL.

19 Assignment of credits

19.1 Any credit arising from the Contract may only be assigned to Banks and Financial Intermediaries enrolled in the relevant Registers as per Legislative Decree no. 385 of 1 September 1993.

19.2 The notification to ENEL of the assignment of the credit arising from the Contract shall only be subscribed by digital signature certificate sent via certified e-mail, at the address of the relevant ENEL company, at least 30 days before the invoice payment deadline relating to the assigned credit.

19.3 For the purposes of the Contract, assignment of credits means the assignment of all the credits arising from the Contract to a single assignee meeting the requirements set out in paragraph 19.1. If the Supplier intends to assign single credits, arising from the Contract, to more than one assignee, the Supplier shall inform ENEL thereof via certified e-mail, notwithstanding the obligations provided for by paragraph 19.2.

19.4 The bank details (to be used for the payments) specified shall always be those of the assignee. The assignment shall be notified by the assignor or the assignee (according to the provisions of 19.2); if the assignment is made by the assignee, it shall include as an attachment the assignment agreement specifying the acceptance by the assignor, to be subscribed by digital signature certificate.

19.5 It is understood that ENEL reserves the right to refrain from paying the assigned invoice if the assignee does not meet the requirements set out in paragraph 19.1 and in this article, and if the notification was not given according to the provisions of the previous paragraphs. Notwithstanding that ENEL, as an assigned debtor, may assert against the assignee all the defenses which might have been asserted against the assignor.

20 Assignment of the Contract

20.1 The Supplier may not assign, in full or in part, the Contract.

21 Ethical provisions.

21.1 General.

21.1.1 The ENEL Group in the conduct of its business and in the management of relationships makes reference to the principles included in its Code of Ethics, in the Zero Tolerance Anti-corruption Plan, in the Organizational Model pursuant to Leg. Decree 231/2001 and in the Human Rights Policy available at:

<http://globalprocurement.ENEL.com/it-IT/documents/documentation/>

21.1.2 The Supplier in the conduct of its business and in the management of the relationships with third parties makes reference to equivalent principles.

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

21.1.4 In this context, ENEL reserves the right to carry out any control and monitoring activities aimed at verifying the fulfillment of the above mentioned obligations both by the Supplier, its sub-contractors and any subject appointed by the Suppliers to execute the Contract, as well as the right to terminate the Agreement with immediate effect in case of confirmed breach of such obligations.

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

21.2 Conflict of interests declaration.

21.2.1 During the performance of the Contract, the Supplier undertakes to act in the exclusive interest of ENEL, avoiding any situation which may create a conflict of interests in relation to the activities to be carried out.

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

21.2.3 The Supplier, with reference to the previous paragraphs, undertakes to keep up to date the relevant declaration issued to ENEL.

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

21.3.1 The Supplier, with reference to the obligations set out by paragraph 21.1 "General" on the protection of the individual, undertakes to sign the relevant declaration under Attachment 6 or 7 of this document.

21.4 Specific termination clause due to crimes pursuant to Legislative Decree 231/01

21.4.1 With reference to paragraph 21.1 "General" and the principles therein contained as well as to the obligations undertaken by the Supplier against corruption, where it is established, by judgment become final, that the Supplier ² committed an administrative offense and/or one or more of the crimes set out by Leg. Decree n. 231/2001, ENEL shall be entitled to terminate the Contract with immediate effect, pursuant to sect. 1456 of the Italian Civil Code, notwithstanding the compensation for damage suffered by any Company of the Group, including, without limitation, damages arising from the application of sanctions, provided by the afore mentioned Decree.

21.5 Declaration of confidentiality and Rules for the use of ENEL's IT systems³

21.5.1 The Supplier undertakes to fulfill the obligations set out in Attachment 8 Italy of this document. The Supplier also undertakes to provide ENEL with the statements referred to in such Attachment, duly signed.

21.6 Integrity Clause

a) By submitting the offer and/or subscribing the Contract, the Bidder/Supplier⁴ declares:

1. to acknowledge the obligations undertaken by ENEL S.p.A. and by the Companies under its direct or indirect control (hereinafter, "ENEL"), 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;
2. ⁵ that 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;
3. ² that he/she is not 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;
4. to acknowledge and agree that - for the assessment of the professional conduct of the declarant and of the relevant Company, according to the second and third point of this letter a) - ENEL may also independently collect additional information, taking into account the required existence of the fiduciary relationship with the relevant company.

¹ The declaration is required in case of:

- (1) stipulation of contracts with suppliers using employees from non-EU countries;
- (2) stipulation of contract with Internet Providers on the supply of digital contents.

² The Legal Person.

³ The provision applies to contracts involving the access to ENEL's premises and/or the access to or processing of ENEL Group's data and information, as well as the use, by the Supplier, of ENEL's IT systems.

⁴ 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**.

⁵ For him/herself and all the people specified in note 1.

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- b) The Bidder/Supplier undertakes to promptly inform ENEL and to provide all the relevant documents:
- 1) if he/she becomes aware of any criminal proceeding against him/her, as referred to in the second point of letter a) above;
 - 2) if he/she is subject to criminal investigations, as referred to in the third point of letter a) above.

ENEL reserves the right to review, at its sole discretion, this information, in order to assess the professional conduct of the Bidder/Supplier and of the relevant Company.

22 Global Compact

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

a) HUMAN RIGHTS.

- One: Businesses should support and respect the protection of internationally proclaimed human rights within the framework of their sphere of influence.
- Two: Businesses should make sure that they are not, directly or indirectly, complicit in human rights abuses.

b) WORK.

- Three: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Four: Businesses should uphold the elimination of all forms of forced and compulsory labor.
- Five: Businesses should uphold the effective abolition of child labor.
- Six: Businesses should uphold the elimination of discrimination in respect of employment and occupation.

c) ENVIRONMENT.

- Seven: Businesses should support a precautionary approach to environmental challenges.
- Eight: Businesses should undertake initiatives to promote greater environmental responsibility.
- Nine: Businesses should encourage the development and diffusion of environmentally friendly technologies.

d) ANTI-CORRUPTION.

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

22.2 The Supplier undertakes to comply with all the applicable laws regulating the above mentioned principles, and to inform ENEL of any situation which may prevent the compliance with such principles, as well as of the plan to remedy this situation.

22.3 Throughout the term of the Contract, the Supplier undertakes to allow ENEL to verify the degree of compliance with the provisions of this article. ENEL shall be entitled to terminate the Contract, for causes attributable to the Supplier, whenever ENEL becomes reasonably aware that the Supplier or its Sub-suppliers violated one of the above mentioned principles

23 Confidentiality.

23.1 Any information made available by each Party (orally, in writing, in electronic format or in any other form) for the purposes and/or during the performance of the Contract, as well as any other information known to the Parties within the framework of other agreements between the Parties and/or the relevant pre-contractual negotiations, and any document, information and know-how (regardless of how they were drafted, collected or developed), may only be used for the performance of the Contract and shall be treated as confidential.

23.2 Confidential information shall include, without limitation, any information relating to business strategies, information on products and/or production processes (planning, research and development), production resources, sales information, development and customer management strategies, etc.; also economic, financial and technical documents, as well as processes, patents, licenses and any other information provided by one Party to the other during the performance of the Contract shall be confidential.

23.3 Confidential information shall not be disclosed without the prior written consent and the explicit authorization of the disclosing Party, except if the receiving Party has to disclose the information due to a legal obligation or an order by a competent authority, or if a refusal in this regard would be illegal. Without the prior written consent and the explicit authorization of the disclosing Party, the other Party may not copy, reproduce, translate, modify, adapt, develop, decompose, separate, reverse engineer or perform any other operation aimed at extracting the source code - in full or in part- of the confidential information received.

23.4 Confidential information shall include any information that one Party makes available to the other Party, before or during the performance of the Contract, both by the directors, managers or employees of the disclosing Party, by its Sub-suppliers or subsidiaries as well as their directors, managers or employees or Sub-suppliers (hereinafter referred to as "Representatives of the Disclosing Party"). Confidential information also include any information relating to the Representatives of the Disclosing Party, made available by such Party or by its Representative to the other Party before or during the performance of the Contract. To this purpose:

- "subsidiary" means any company controlled by each of the Parties, or by each of the Parties jointly with third parties, throughout the term of this control and for all the period of availability of the information;

- “control” refers to the direct or indirect management powers on the operations and strategy of the subsidiary, as well as to the cases in which any company of the group of each of the Parties holds, directly or indirectly, more than the fifty percent (50 %) of the share capital or of the shares with voting right of the subsidiary.

23.5 Confidential information shall not include:

- any information that the receiving Party may prove to be lawfully aware of before the commencement of the performance of the Contract;
- any information that the receiving Party may prove to be received from third parties not subject to non-disclosure agreements.

23.6 Each of the Parties:

- shall limit the disclosure of the confidential information only to representatives actually requiring to know such information due to their involvement in the performance of the Contract;
- shall commit its representatives to ensure that they act in compliance with the obligations set out in this article;
- shall be held liable for any act or omission of its representatives entailing a breach of the confidentiality obligation.

23.7 The receiving Party shall develop and manage logic and physical data, using the best available techniques and international practices to prevent the destruction, manipulation, unauthorized access or reproduction of the data, and, after the expiration of the Contract, return any data, document and information received from the other Party or in its possession for the performance of the contractual activities, and shall destroy any copy and file in its possession, except if the disclosing Party directs otherwise in writing.

23.8 The Parties guarantee that the confidential information shall not be disclosed during the term of the Contract and for five (5) years from its termination, except as otherwise agreed in the Contract or as provided for by the applicable law or a competent authority. If required, the Party who has to disclose the confidential information shall promptly inform the other Party of the relevant request (if allowed by law), so that the latter may implement suitable measures to protect its rights. The Parties shall only disclose the information required pursuant to law and shall obtain from the recipient of the information a commitment to treat such information as confidential.

23.9 If the information has been classified by ENEL as “highly confidential”, the following shall apply:

- the password to access the IT systems shall be personal and individual, kept secret and modified every sixty (60) days;
- the access to the IT systems shall be limited to software/tools specifically provided for the performance of the activities required; it is forbidden the use of network services or connections for purposes not related with the activities to be carried out;
- the operations carried out through ENEL’s IT systems shall not violate the applicable local laws;
- the workstation (temporary or permanent) used shall not connect to Internet services other than those provided or authorized by ENEL and shall be equipped with the required antivirus systems. All the required measures to prevent the distribution of viruses, malware or illegal software which may cause service interruption or data loss shall be implemented;
- all the e-mail accounts and the storage and communication platforms (including social networks) shall be expressly provided or authorized by ENEL;
- sensitive data shall be stored, transferred or erased using suitable encryption software;
- it is forbidden to modify the system set up to bypass security controls.

23.10 The Supplier may not disclose by any means (including, without limitation, press articles or press releases and interviews) the information considered as confidential according to this article. The Parties shall agree in writing about the content, the means of communication and the publication date of press articles, news and communications of any kind about the Contract or any issue or information relating thereto.

23.11 If ENEL approves in writing the sub-supply or the assignment of the Contract, the Supplier shall obtain from the Sub-supplier or assignee a non-disclosure agreement including the same conditions specified in this article.

23.12 The Parties acknowledge and agree that the compensation for damage may not be a suitable remedy for the breach of confidentiality and that the affected Party shall be entitled to apply further remedies or to avoid violations and damages in compliance with the applicable law. In case of violation of the confidentiality obligations, each Party may terminate the Contract.

23.13 The remedy specified above shall be in addition to any other right or remedy available according to the applicable law. In case of violation of the confidentiality obligations under this article, and without prejudice to the above, ENEL may terminate the Contract and take any legal action suitable to obtain the compensation for damage.

23.14 ENEL reserves the right to carry out regular audits, with particular reference to the security measures implemented in case of information identified and classified by ENEL as confidential.

23.15 At any time, upon request of the disclosing Party, the receiving Party shall return or destroy or request to its representatives to return or destroy all the written copies of the confidential information in its possession or in possession of its representatives. Furthermore, the receiving Party shall make any reasonable effort or request its representatives to make any reasonable effort to return or destroy the data stored in digital format and shall confirm the destruction of the data to the disclosing Party within fifteen (15) days from the request.

23.16 Each Party acknowledges and agrees that the confidential information is and shall be the exclusive property of the disclosing Party. Nothing in this Contract shall be construed - except as expressly specified in writing - as granting a license or similar rights in relation to patents, copyrights, inventions, discoveries or improvements made, designed or developed before and after the performance of the Contract.

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24 Supplier's health, safety and environmental obligations

24.1 The Supplier has been previously informed and is aware that, in the pursuit of its institutional and business purposes and in the performance of the related activities, ENEL's priority has always been the commitment to comply and ensure the compliance, at all levels, of the regulations on the protection of health, safety and the environment, as well as of people's physical and mental integrity.

24.2 Therefore, no activity or behavior in kind which is non-compliant with the pursuit of these purposes and which may hinder their proper application shall be allowed.

24.3 Notwithstanding the above, the supplier, in the performance of the contractual supply undertakes to strictly comply and to ensure compliance with the applicable law on the protection of health and safety of workers and of the environment, and in particular the provisions laid down in the "Declaration of Commitment for Health and Safety", the "Stop Work Policy" and the "Environmental Policy", available at: <http://globalprocurement.enel.com>, in the "Useful Documents" section and <https://corporate.enel.it/en/company/policy-environmental-enel>

24.4 Failure to comply with this commitment shall be considered as a material breach of the obligations assumed by the Supplier under the supply contract and shall entitle ENEL to terminate the Contract.

25 Applicable Law

The Contract shall be regulated by the Italian law, except as otherwise agreed therein.

26 Jurisdiction.

Except as otherwise agreed in the Contract, any dispute arising between the Parties in relation to the construction or performance of the Contract shall be submitted to the jurisdiction of the Courts of Rome.

Statement of confidentiality

CONTRACT NO. **OF**

RE:

The undersigned: _____

(first name and surname of the declarant)

Natural person (only tick if the Contract in question is not in the name of a company)

(only tick if the Contract in question is in the name of a company)

Owner

Legal Representative

} of _____
(Name/Company Name)

DECLARES:

➤ that the list of all those who will be able to access the premises of ENEL for purposes related to the Contract and/or access and process data and information of the ENEL group is as follows:

1) Mr

(Surname, First name)

2) Mr

(Surname, First name)

➤ that each of the persons listed above has signed the appropriate individual confidentiality clause attached hereto;

➤ that the reference person appointed to keep the list described above constantly updated is Mr _____
email _____ Tel. _____ Fax _____

Attached no. ____ individual confidentiality clauses

Date _____

The Declarant

.....

(Stamp and Signature)

Individual statement of confidentiality

CONTRACT NO. **OF**

RE:

.....

The undersigned

born in (.....), on

to be completed if the Contract in question is in the name of a company	
<input type="checkbox"/> employee <input type="checkbox"/> consultant	} of the company

in relation to the above Contract, undertakes:

- not to disseminate or communicate to third parties the information collected, the opinions, the relative studies carried out, and any elements that may have been made available by ENEL for the execution of the above-mentioned Contract and to only use this information for the purposes of said Contract, except in cases in which the undersigned party must comply with the legal obligations or with requests from the Public Authorities which it cannot legitimately refuse;
- to view and carefully observe the recommendations for the security of the data specified in attachment hereto, and in case of using the IT systems provided by ENEL, to exercise the maximum diligence when keeping all the paper and/or digital media acquired or produced during the execution of the activity.

Information disclosed by ENEL itself, i.e. available in official documents, is excluded from such confidentiality obligations.

The confidentiality obligations remain effective **for a period of 5 years** from the expiry of this appointment, also in cases of withdrawal and direct and indirect termination of the relationship with ENEL based on the Contract.

For acceptance

Signature

Date:

	<p>CONTRACT CONDICTION SUPPLIES FOR RITAIL - ITALY-</p>	
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GDPR ANNEXES (from ANNEX 1 to ANNEX 8)

ANNEX 1 GDPR

Description of the personal data processing

With reference to Article 18 of Annex VII to Order Letter no. and in particular to the nomination of the company [*] as Data Processor, with this annex it is specified that the aforesaid data processing shall concern the following types of data and categories of data subjects.

A. Data Categories

- **Identifying personal data⁶**
- **Special categories of personal data⁷**


- **Judicial data**
- **Economic and financial data**
- **Data regarding contracts with customers (e.g. POD, PDR)**
- **Other** _____

B. Categories of Data Subjects

- **Customers**
- **Employees**
- **Suppliers**
- **Shareholders**
- **Other** _____

⁶ e.g. name and surname; home address; email address, ID card number; position data (e.g. the position function on a mobile phone), IP address (Internet Protocol)

⁷ these include the sensitive data, e.g. state of health, habits, everyday activities, membership in trade unions, political parties or philosophical and religious opinions, sexual life and orientation, racial or ethnic origin, financial data (such as credit card or current account), biometric data (fingerprints, retina identification), genetic data

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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Dear NAME AND SURNAME Person Authorised

Annex 2 GDPR

REF. CONTRACT NO. _____

Re: NOMINATION TO PERSON AUTHORISED TO PROCESS PERSONAL DATA (HEREINAFTER "PERSON AUTHORISED") FORM, PURSUANT TO ARTICLE 29 OF EU REGULATION 2016/679 (HEREINAFTER GDPR)

The Company xxxxxx, in its capacity of Data Processor on the strength of the Contract cited above

WHEREAS

- Performing the activities pertaining to your job/contractual position involves the processing of personal data and requires, among other things, in connection with the cited Contract, access to the IT systems of the ENEL Company [•], Data Controller;
- Your enabling for the aforesaid systems is necessary for this purpose.

The processing mentioned and the aforesaid enabling implies your nomination as "Person Authorised" to process personal data under the direct authority of the Data Controller pursuant to Article 29 of the GDPR

NOW THEREFORE


the undersigned Company

APPOINTS

Mr. xxxx, born in xxxx on xxxx. Tax Code xxxxx, **Person Authorised** to process personal data, i.e. for any operation, even mere consultation, regarding the personal data entered in electronic or paper archives held by the undersigned Company and/or by the Company [•], Data Controller, connected with performing the functions regarding your job/qualification _____, at the office in _____.

Minimum information and instructions for performing the tasks assigned to you in connection with the personal data processing

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Valid as of 01/07/2019**

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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operations are provided below.

In particular, it is specified that:

- Personal data must be processed lawfully and correctly;
- The personal data must be collected and recorded only for purposes connected with the activity performed, only during working hours and in any case not beyond the time necessary;
- Without prejudice to the above, in the exceptional case of processing personal data outside the working hours, the Person Authorised must make sure to have logged off so that the access credentials are requested on the next occasion of use;
- Constant checking of the data and of their updating is necessary;
- Constant checking of the completeness and pertinence of the processed data is necessary;
- Collecting consent must be preceded by a specific notice and the issue of the consent of the data subjects, which must be free, specific and in written form, or in any case specifically documented;
- In the case of interruption, even temporary, of the work, it is necessary to ensure that the processed data is inaccessible to unauthorised third parties by logging off;
- One's authentication credentials must be secret and as such, used only by the Person Authorised;
- Utmost confidentiality must be guaranteed in all processing operations.


In particular you, in the capacity of Person Authorised, are required to:

- a) access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time necessary;
- b) not leave unguarded or exposed to the view of subjects not involved in the processing, corporate documents with particular reference to those containing sensitive and legal data, ensure the necessary confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from the Company - to prevent unauthorised subjects from accessing the said data;
- c) not disseminate or communicate the data that have come into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due reserve with regard to information that you have become aware of during your appointment or even when the appointment is no longer in effect;
- d) not download massive amounts of personal data without the prior communication to and authorisation of the Controller or the Data Processor;
- e) in any case, with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of your work which contain sensitive data and those concerning criminal records, in cabinets or drawers provided with locks and observe the relevant procedure (indication in the relevant register of your name, time and date of access, removal/return of the document) for accessing files containing the above mentioned data;
- f) adopt and scrupulously follow the instructions of the Controller and/or Data Processor with regard to adequate organisational and technical measures that ensure a level of security adequate to the risk (pursuant to Art. 32 GDPR);
- g) in particular, for processing data with electronic or automated devices, observe any specific authorisations/qualifications and the methods and conservation tools provided by the Controller and/or Data Processor;
- h) inform the Data Processor in the case of incidents involving personal data being processed, in particular if they are sensitive and/or judicial.

In any case you will be responsible for scrupulously following the **prescriptions given on the subject of adequate security measures under Article 32 of the GDPR**, provided at the foot of this document and forming an integral part of it, of which you declare to have examined, and any others that may be given by the undersigned Company and/or Controller Company, whose updates, if any, will be communicated to you.

Lastly, the following is pointed out:

- this letter of nomination shall cease to produce effects upon the date of termination of your employment or of the appointment with the undersigned company; subsequent to said date, therefore, all processing of personal data, including access to the IT

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systems of the undersigned Company and/or of the Controller, is prohibited and sanctioned according to the current legal provisions (please see, merely as an example, Article 615-ter, Italian Criminal Code on "Hacking");

- a copy of this document shall be returned to the undersigned Company by the Person Authorised, duly signed by way of acknowledgement and acceptance, and shall be kept by the same Company and by the latter shall be made available to the Controller upon its express request, by and no later than two days from the date of request;
- in order to prevent unauthorised data processing, the undersigned Company shall inform the Controller Company of the termination of the existing employment or assignment by and no later than five days from the event in order to allow the Controller Company to immediately revoke the IT enablings it has issued.

_____, XX/XX/XXXX

Data Processor

By way of acknowledgement and acceptance

Person Authorised

INSTRUCTIONS FOR "PERSONS AUTHORISED" TO PROCESS PERSONAL DATA

EU Regulation 2016/679 concerning the protection of personal data (hereinafter "GDPR") requires all those who process personal data to carry out operations with respect for and protection of the natural persons to which the data refer, whether they are employees, suppliers of goods and services, customers, consultants, etc.

The GDPR specifically envisages the need to provide adequate instructions for all those who, in relation to the implementation of their work, process personal data; in other words, those who use or become aware of personal data as described in Art.4 No. 1 of the GDPR (see definitions at the end).

In compliance with the provisions of the GDPR, as "Authorised Person" you shall process the relevant personal data by paying scrupulous attention to the following instructions and to all other instructions that may be provided by the Data Processor or by the Controller or someone delegated by the same.

Please remember that the personal data must be processed:

- in observance of the criteria of confidentiality;
- lawfully and correctly;
- for a period of time not exceeding that necessary for the purpose for which the data have been collected or subsequently processed;
- with total observance of adequate security measures, by storing and controlling the data subject of the processing in such a way as to avoid the risk, even accidental, of destruction or loss, of unauthorised access or processing that is not permitted or does not comply with the purpose of the collection.

In particular, with regard to:

- **Access to personal data**, data banks and corporate applications: data, data banks and corporate applications you may access are those that are strictly indispensable for the implementation of your work, in line with your role and, as far as regards IT applications, in accordance with the user profile assigned to you.



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- **Creation of new procedures/applications:** without prior authorisation, you cannot activate new IT procedures for the management or processing of data, files including hard copies, or personal data files. If the above is necessary, you must give your immediate superior prior notice and proceed only after receiving authorisation.
- **Communication and dissemination:** the data you access during the course of your work must be processed either by you personally or by your colleagues, and it cannot be communicated and/or transmitted to external third parties.
- **Security measures:** it is your responsibility to observe all current protection and security measures aimed at preventing the risk of destruction, loss, unauthorised access or prohibited processing; in particular, your password must not be given to anyone, your PC must not remain connected to company files and accessible in your absence; hard copies of data must be placed in locked cabinets at the end of the day and always after being used; in any case, you must guarantee the confidentiality of the hard copies of data every time you leave your station. All episodes that you deem important with regard to data security must be immediately communicated to the Data Processor. Special attention must be paid to the management of documents containing data of a juridical and/or sensitive nature.
- **Requests for access/exercise of rights:** if you receive a request to access personal data ex Chapter 3 "Rights of data subject" of the GDPR, from the data subject (whether it is an employee of the company, a supplier, a customer, a consultant, etc.), you must take note of the same in writing, specifying the date and the name of the data subject, and immediately refer the same to the Data Processor or to the relevant organisation office, which will respond within the established time frame.

1. PROCESSING WITHOUT ELECTRONIC DEVICES

Personal data filed on magnetic and/or optical media must be protected by the same security measures as those adopted for hard copies.

The security measures applied to copies or reproductions of documents containing personal data must be identical to those applied to the originals.

1.1 Safekeeping

Documents containing personal data must be stored in such a way that they are not accessible by persons not authorised to process them (e.g.: cabinets or drawers that can, if possible, be locked).

Documents containing personal data that are removed from the files for day-to-day work must be returned at the end of the day.


Documents containing personal data must not be left unattended on desks or work tables; similar attention must be paid when removing documents that have been received by fax; as a general rule avoid printing documents unless it is strictly necessary and in any case they must be removed immediately so that they are not left unattended at the printer.

1.2 Communication

The use of personal data must take place on the basis of the "need to know" principle and they must not be shared, communicated or sent to persons who do not require them for the implementation of their work (even if such persons are also authorised to process data). The data must not be communicated outside the Company and in any case to third parties unless with the prior authorisation of the Controller or the Data Processor.

1.3 Destruction

If it is necessary to destroy documents containing personal data, they must be destroyed by using the appropriate shredders or, in their absence, they must be cut into small pieces so that they cannot be reassembled.

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Magnetic or optical media containing personal data must be erased before they can be reused. If this is not possible, they must be destroyed.

1.4 Additional instructions for processing sensitive and judicial data

Documents containing sensitive and/or judicial data must be controlled and stored by Persons Authorised in such a way that they cannot be accessed by unauthorised persons. For example, reference to documents/certificates for insertion in electronic personnel management/administration procedures, data regarding trade union authorisations, sick leave, etc., must take place in the time strictly necessary for keying in the same and, immediately after, the documents must be filed in accordance with these instructions. The filing of hard copies containing sensitive and/or judicial data must be kept separate from those concerning common data (the same cabinet or drawer may be used - and possibly locked - but the containers must be separate).

To access files containing sensitive or judicial data outside office hours you must be identified and recorded in the relevant registers.

2. PROCESSING WITH ELECTRONIC DEVICES

2.1 Management of authentication credentials

The law requires that access to electronic procedures that process personal data is permitted by Persons Authorised in possession of "authentication credentials" which allow them to bypass an identification procedure. Authentication credentials consist of a code for identifying the Person Authorised to process data (user-ID) associated with a confidential password, or an authentication device (e.g.: smart card, token, one-time-pw), or a biometric characteristic. Persons Authorised must use and manage their authentication credentials in accordance with the following instructions:

Individual user-IDs for accessing applications must never be shared amongst users (even if authorised to process). If other users must access data they are required to request authorisation from the Data Controller.

Authentication credentials (for example passwords or strong authentication devices like tokens, smart cards, etc.) that allow access to applications must be kept confidential. They must never be shared with other users (even if authorised to process).

Passwords must be changed by the Person Authorised following the first use and subsequently, in observance of the specific corporate procedures, at least every three months in the case of sensitive and judicial data processing, or at least every six months for personal/common data.


Passwords must consist of at least eight characters or, if this is not permitted by the electronic device, by the maximum number of characters permitted. Passwords must not contain references that easily lead to the Person Authorised (e.g.: family names) and must be chosen in accordance with corporate regulations concerning the construction and use of passwords (see also point 3, below), unless more restrictive instructions are envisaged by corporate systems.

2.2 Protection of PC and data

All PCs must have a password that complies with the instructions given in point 3, below. Passwords must be protected and managed with diligence and in observance of the instructions provided by the Controller or, in its stead, by the Data Processor.

To prevent illicit access, the screen saver password must always be activated if this setting is not automatically available.

As soon as they are available (and in any case at least annually) all software updates necessary for preventing vulnerability and correcting defects must be installed in the PCs. If this does not take place automatically, the Person Authorised must inform the Data Processor of the same.

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Back-up storage must be carried out at least every week on the assumption that any third party personal data are present only in the PC of the Person Authorised (not filed in corporate IT systems). The storage media used for back-up must be managed in accordance with the rules described in "Processing without electronic devices".

2.3 Deletion of personal data

If work tools are to be decommissioned it is your responsibility to remove the personal data from the same.

2.4 Additional instructions for processing sensitive and judicial data

The passwords for accessing IT procedures used to process sensitive and judicial data must be changed, by the Authorised Person if an automated system is not available, at least every three months, unless more restrictive methods and time frames are communicated from time to time by the Data Processor or provided for in procedures.

The installation of the software updates required to prevent vulnerability and to correct computer program defects must be carried out at least every six months if an automated system is not available.

3. GENERAL INSTRUCTIONS

How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least one of the following characters .; \$! @ - > <
- Do not use your own or a relative's date of birth, name or surname
- Do not use a matriculation number or user ID
- Always keep it in a safe place that cannot be accessed by third parties
- Do not divulge it to third parties
- Do not share it with other users

Conduct in the presence of guests or service personnel

- Have guests wait in places where confidential information or personal data are not present.
- If necessary, move away from your desk when guests are present, put documents away and enable the PC screen saver by pressing "ctrl-alt-del" on the keyboard and selecting "Lock Computer".
- Do not reveal passwords to technical assistance personnel or allow them to key in passwords.
- Do not reveal passwords over the telephone - no one is authorised to request them.

How to handle electronic mail

- Do not open messages with attachments if you do not know the source: they could contain viruses that will delete or steal data in the PC.
- Avoid opening films, presentations, images and files in any format if they come from unknown sources as these could pose a threat to the data contained in your PC and, in general, to the security of the corporate technological infrastructure.
- Avoid forwarding automatically from your company mail box to external personal mail boxes and vice-versa.

How to use the Internet correctly

- Avoid downloading software from the Internet (utility programs, office automation, multimedia files, etc.) as these could pose a threat to the data and the company network, unless the software is required for the implementation of your work and its use is in any case known to the relevant corporate organisation offices.



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4. PENALTIES FOR NON OBSERVANCE OF REGULATIONS

Remember that the use for personal purposes or in any case for unlawful aims of the data to which you have access or have accessed, even if it does not cause damage to and/or responsibility for [·] according to Italian law, could in any case be subject to the application of disciplinary or criminal penalties, as this could be construed as a breach of the duties that are incumbent on the employee, as envisaged by the Italian Civil Code or by the applicable Collective or Individual Labour Agreement.

You are requested to promptly report any evidence of situations that put the security of data at risk (e.g.: password breach, attempted unauthorised access to the systems) or which concern external subjects authorised to access (obvious breach of corporate Procedures): your collaboration is important for closing any gaps in the security systems and procedures for protecting the personal data processed.

These instructions are the guidelines to be followed for your work: therefore, please contact the Data Controller in case of doubt.

5. DEFINITIONS

Processing: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Personal data: any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Special categories of data: personal data that reveal racial or ethnic origins, political opinions, religious or philosophical beliefs or trade union membership, as well as biometric data intended to unequivocally identify a natural person, data concerning the health or sexual history or orientation of the natural person (Ed: disabilities, medical certificate, indication of illnesses/accidents, handicaps, etc.).

Judicial data: personal data that will reveal the provisions of Article 3, paragraph 1, letters a) to o) and r) to u) of Italian Presidential Decree DPR 313 of 14 November 2002, with regard to criminal records, the register of crime-related administrative penalties and the relevant pending charges, or the status of the accused or suspect pursuant to Articles 60 and 61 of the Italian Code of Criminal Procedure (Ed: imprisonment or house arrest, legal disqualification, provisions relating to amnesty and pardon, etc.).

Data Controller: the natural person, the legal person, the public authority, the service or another body that, alone or jointly with others, determines the purposes of and means for processing of personal data.

Data Processor: the natural person, the legal person, the public authority, the service or another body that processes personal data on behalf of the Data Controller.


Person Authorised to process: Person Authorised to process personal data under the direct authority of the Controller and/or Processor.

Data subject: the natural person to whom the personal data refer (e.g.: employees, customers, suppliers, visitors, etc.).



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Security measures: All the technical and organisational measures that adequately guarantee a level of security adequate to the risk (Ed: pseudonymisation, encryption, user id, password, use of containers with locks, etc.).

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Annex 3 GDPR

NOMINATION OF PERSON AUTHORISED TO PROCESS PERSONAL DATA PURSUANT TO ARTICLE 29 OF EU REGULATION 2016/679 (GDPR)

SELF-CERTIFICATION

Facsimile STATEMENT SUBSTITUTING AN ATTESTED AFFIDAVIT

(Presidential Decree No. 445 of 28 December 2000)

Messrs

[•]

I, the undersigned

(surname) (name).....

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

(place).....(prov.).....

residing in (.....) in (street) no.

(place)..... (prov.)..... (address).....

domiciled in(.....) in (street) no.

(place)..... (prov.)..... (address).....

In the capacity of legal representative of the Enterprise/Company.....

with registered office in(.....) in (street) no.

Tax CodeVAT No.....

as regards Contract no.


in the capacity of Data Processor, aware of the criminal sanctions referred to in Article 76 of Italian Presidential Decree no. 445 of 28 December 2000, in the case of fraudulent statements and set-up of false documents, under his/her responsibility

DECLARES

- to have nominated the employees/collaborators used in connection with the activities pursuant to the cited contract as **“Persons Authorised”** to process personal data" pursuant to Article 29 of the GDPR using the letter of nomination form you have prepared, including the relevant Instructions
- that a copy of the nominations is available at his/her facility and is available to your company

ATTACHES

**CONTRACT CONDICTION
SUPPLIES FOR RITAIL- ITALY
Valid as of 01/07/2019**

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- hereto the list of names of the subjects nominated for said purpose

UNDERTAKES

- to provide your company with a copy of the nominations by the date that will be the subject of a specific communication by your Company;
- to update the documentation sent before the activities commence in the case of new employees/collaborators within five working days from the date of termination in the case of terminated employees/collaborators.

Date

Signature

Notice pursuant to Article 13 of the GDPR

It is notified that the personal data are acquired with this Annex and are processed for purposes strictly connected with the management and execution of the Contract, or to enable the execution of the legal obligations. Additionally, the personal data will be collected and processed using automated means and in paper form and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms indicated by applicable laws.

In this respect, it should be noted that:

- the Data Controller of the data in question is the Company [•] , in the person of its legal representative pro tempore (hereinafter ENEL);
- The interested party is the natural person whose personal data are processed in order to establish, manage and execute the Contract (hereinafter the Interested Party);
- The personal data processed may be sent to third-parties, or both to the companies subject to the management and coordination of ENEL S.p.A. or to its associates, or to other subjects. The aforementioned third-parties may be appointed data processors;
- The interested party has the right to exercise the rights provided for by Articles 15-21 of the GDPR (right to access own data, request their rectification, portability or erasure, request limitation of the processing of the data regarding them or object to their processing), if applicable, by contacting the Data Controller;
- The interested party has the right to submit a complaint to the Italian Data Protection Authority, with registered office in Rome, in Via di Monte Citorio, 121; Tel. (+39) 06.696771, email: garante@gpdp.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact data can be found on the website of the Data Controller.

N.B. The signature of the owner or legal representative must be accompanied by non-authenticated photocopy of the signer's identity document (front/rear)



**CONTRACT CONDITIONS
FOR SUPPLIES FOR RESALE - ITALY -**



**CONTRACT CONDITIONS
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Annex 4 GDPR

Nomination of the Sub-processor by the Data Processor

REF. CONTRACT NO. _____

Messrs
Company name of the Supplier
.....

**Re: NOMINATION TO SUB-PROCESSOR OF THE PERSONAL DATA (HEREINAFTER "SUB-PROCESSOR"),
PURSUANT TO ARTICLE 28, PARAGRAPH 4 OF EU REGULATION 2016/679 (HEREINAFTER "GDPR")**

1. In connection with the cited contract, the Enel Company [•], in its capacity of Controller of the data managed on the strength of the same contract (hereinafter "ENEL"), has named, pursuant to and by effect of Article 28 of EU Regulation 2016/679 ("GDPR"), the Company _____ with offices in _____ (street) _____ Data Processor (hereinafter "Data Processor").
2. The Data Processor plans to make use of a subject outside of its organisation for specific processing activities after having obtained ENEL's authorisation to do so.

Now therefore

the Data Processor in the person of _____ in his/her capacity of _____ **nominates** the Company _____ with offices in _____ (street) _____ Sub-processor of the data pursuant to Article 28, paragraph 4 of the GDPR (hereinafter "Sub-processor") as regards the operations necessary to implement the Contract as per the subject to which reference is made - as an integral part of this letter - for the delimitation of the scope and time effectiveness within which to refer the responsibility for processing of the personal data.

The Sub-processor undertakes to perform said operations in accordance with the obligations imposed on the Data Processor by the GDPR and the instructions issued by the Controller, who will ensure strict compliance with said instructions. In particular, whereas the Sub-processor, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations, and in line with the new European Community GDPR law, its duties and responsibilities are defined, by way of example, as follows:

- a) They must only process the personal data when instructed to do so by ENEL, registered in a document in which the type of data processed and the categories of Data Subjects are listed;
- b) It must appoint the Persons Authorised to process personal data ("Persons Authorised") to carry out any operation, also of mere consultation, regarding the processing of the personal data entered in electronic or paper archives held by ENEL;
- c) It must guarantee that the people authorised to process the personal data have undertaken to comply with the legal prescriptions and all instructions of Enel and to keep confidential information and personal data learned as a consequence or even only during the execution of the Contract and not to communicate these to third parties, unless expressly authorised to do so by ENEL and except for the cases expressly envisaged by the law. ENEL reserves the right to request the Supplier the list of Persons Authorised to process in order to comply with the obligations set out in the GDPR or in other legal prescriptions or for reasons of national security or public interest;
- d) It should take all security measures pursuant to Article 32 of the GDPR and all other precautionary measures dictated by experience that can prevent data processing not allowed or not compliant with the purposes for which the data are processed; it



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must also ensure that they collaborate effectively in implementing these measures, in notifying and communicating any breaches of the personal data and in assessing the impact on the data protection in order to ensure the confidentiality and security of the data and to minimise the risks that the data in question might be accidentally destroyed or lost;

- s) If expressly requested by ENEL, it must provide the list of countries and data centers where the personal data are processed on behalf of ENEL;
- t) It may transfer data to a third country or an international organisation outside the European Union only in the cases contemplated by and under the conditions established by the GDPR, unless required by European Union law or the national law to which the Supplier is subject. In such case, the Supplier undertakes to promptly inform ENEL of this legal obligation, save the prohibition to disclose said information for important reasons of national security or public interest;
- u) Bearing in mind the nature of the processing, the Supplier undertakes to help ENEL with its adequate technical and organisational measures, to the extent to which this is possible, with a view to fulfilling the duty of the latter to act on the data subject's request to exercise their rights;
- v) It must assist ENEL in ensuring compliance with the duties set forth in Articles 32 to 36 of the GDPR, in consideration of the nature of the processing and the information available;
- w) They must, on ENEL's request, erase and/or return all the personal data once the execution of the services relative to the processing have been completed and erase the existing copies, unless the law of the European Union or its member States envisages that the data be stored, providing ENEL with proof that this has been accomplished;
- x) If a Data Protection Officer is appointed pursuant to Article 37 of the GDPR, it must be notified to ENEL;
- y) They must provide ENEL with all the information necessary to demonstrate compliance with the requirements of the GDPR by participating in the review activities, including the inspections, carried out by ENEL or by another party appointed by the same;
- z) If personal data are breached, or assumed such, it must promptly communicate it to ENEL within 24 hours from becoming aware of the event and without unjustified delay;
- aa) It must cooperate with ENEL by making all the information necessary in order to meet the obligations pursuant to Articles 33 and 34 of the GDPR available free of charge, including its current certifications;
- bb) Without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, it must keep a register of the processing activities carried out on behalf of Enel pursuant to Article 30 of the GDPR, which is produced upon any request of Enel in the case of events subject of the discipline under Articles 33 and 34 of the GDPR.

The Sub-processor cannot process personal data for purposes other than executing the Contract.

In particular, if unnecessary for the purpose of executing the Contract, the Sub-processor cannot carry out, by way of example but not limited to, massive extractions of personal data, even with the use of "RPA - Robotic Process Automation" (or "automi"), unless previously authorised by the Principal.

The Sub-processors must comply with the same obligations that the Contract imposes on the Data Processors.

The Sub-processor must in turn nominate any resources employed in the processing as Persons Authorised to process personal information using the special form prepared by the Controller annexed hereto (GDPR Annex 7).

The Sub-processor shall also send the Controller its own statement according to the form the Controller has prepared (GDPR Annex 8) by the date that will be the subject of a specific communication by the Controller, and in any case before the activities that are the subject of the contract commence.

GDPR Annex 8, in PDF format, digitally signed, together with the list of names of the Persons Authorised to process by the Sub-processor (based on the template made available by the Controller), will be sent to the Data Processor and by the Data Processor to the Data Controller according to the procedures specified for that purpose.

The Sub-processor also undertakes to update the aforesaid documentation whenever there are changes following the same procedures indicated above. In any case, the update will be sent before commencement of the activities for the new employees/collaborators and within five working days from the date of termination for terminated employees/collaborators.

Both the Data Processor and the Sub-processor undertake in any case to diligently preserve the aforesaid nominations and to make them available to the Controller upon request, by and no later than two days from the request.

The Sub-processors will process the Personal Data in Member States of the European Union or in countries that ensure adequate protection of Personal Data according to the European Commission's adequacy decisions in effect.

If the Sub-processor intends to process the Personal Data in countries not deemed adequate by the European Commission, the Processor shall ensure that the Sub-processor signs the standard contractual clauses defined by the European Commission decision in effect when this Contract is signed.

Compensation and liability

Anyone who may suffer material or immaterial damages caused by a breach of the duties specified in the GDPR is entitled to obtain compensation for the damage from the Data Controller or Data Supervisor.

Without prejudice to the Sub-processor's duties to indemnify, which are already set forth in the Contract, the Sub-processor will in any case be liable for the damage caused by the processing if it has failed to comply with the duties as imposed by the Contract or has acted in a different or contrary way to the lawful instructions of the Controller.



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System administrators

Since the staff of the Sub-processor, should any be authorised, could carry out functions ascribable to the role of "system administrator" according to current legislation, the Contractor undertakes to provide, on the request of the Data Processor or of the Controller, the list of its workers and/or those of the Sub-processors, authorised and appointed as "system administrators" and of all those who could potentially intervene on the personal data belonging to ENEL.

The Data Processor and Sub-processor also undertake to keep a register of the logs of access, disconnection and attempted access of their collaborators, if authorised, who have been appointed as "system administrators" and who in such a capacity have the possibility of processing the personal data of which ENEL is Data Controller for a period of six months, with the commitment to submit them to the Controller within 3 calendar days in the specified format, upon receipt of a request in writing.

Duration

The above appointment of the Sub-processor will be automatically revoked at the end of the contractual relationship or upon its termination for any reason whatsoever.

Please return the attached copy hereof, signed by way of acceptance, and report all particularly important events and issues you should become aware of in application of the current legislation.

Best regards,

Managers

For acceptance

Sub-processor




**CONTRACT CONDITIONS
FOR SUPPLIES FOR RESALE - ITALY -**

Annex 5 GDPR

List of names of Sub-processors

COMPANY	COUNTRY AND ADDRESS	PRODUCT OR SERVICES	TYPE OR CATEGORY OF DATA PROCESSED	PRIVACY SHIELD OR OTHER RELEVANT CERTIFICATIONS

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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Annex 6 GDPR

REF. CONTRACT NO. _____

Re: REQUEST FOR AUTHORISATION TO NOMINATE THE SUB-PROCESSOR PURSUANT TO ARTICLE 28 OF EU REGULATION 2016/679 (HEREINAFTER “ GDPR”)

The Company xxxxx, in its capacity of Data Processor of the personal data nominated by [•], Data Controller

WHEREAS

- to execute specific processing activities connected with execution of the cited Contract it is necessary to make use of subjects outside of one's organisation;
- for these purposes the Company xxx has been identified
- pursuant to Article 28 of the GDPR said company must be nominated sub-processor


NOW, THEREFORE

The Company xxx requests [•], in the capacity of Data Controller, authorisation to nominate the Company xxx Sub-processor using the form it has prepared and attached for said purpose.


_____, XX/XX/XXXX

Data Processor

**CONTRACT CONDITION
SUPPLIES FOR RITAIL- ITALY
Valid as of 01/07/2019**

	<p>CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -</p>	
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For acceptance

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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Annex 7 GDPR

Dear NAME AND SURNAME Person Authorised

REF. CONTRACT NO. _____

Re: NOMINATION TO PERSON AUTHORISED TO PROCESS PERSONAL DATA (HEREINAFTER "PERSON AUTHORISED"), PURSUANT TO ARTICLE 29 OF EU REGULATION 2016/679 (HEREINAFTER GDPR")

The Company xxxxxx, in the capacity of Sub-processor of the personal data, authorised for such purpose by Enel Company [•], Data Controller pursuant to Article 28 of the GDPR

WHEREAS

- Performing the activities pertaining to your job/contractual position involves the processing of personal data and requires, among other things, in connection with the cited Contract, access to the IT systems of [•], Data Controller;
- Your enabling for the aforesaid systems is necessary for this purpose.

The processing mentioned and the aforesaid enabling implies your nomination as "**Person Authorised**" to process personal data under the direct authority of the Data Controller or of the Data Processor or of anyone acting under their authority pursuant to Article 29 of the GDPR;

NOW THEREFORE

the undersigned Company

APPOINTS

Mr. xxxx, born in xxxx on xxxx. Tax Code xxxxx, **Person Authorised** to process personal data, i.e. for any operation, even mere consultation, regarding the personal data entered in electronic or paper archives held by the undersigned Company and/or by [•], Data Controller, connected with performing the functions regarding your job/qualification _____, at the office in _____.

Minimum information and instructions for performing the tasks assigned to you in connection with the personal data processing operations are provided below.

In particular, it is specified that:

- Personal data must be processed lawfully and correctly;

**CONTRACT CONDICTION
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**CONTRACT CONDITIONS
FOR SUPPLIES FOR RESALE - ITALY -**

- The personal data must be collected and recorded only for purposes connected with the activity performed, only during working hours and in any case not beyond the time necessary;
- Without prejudice to the above, in the exceptional case of processing personal data outside the working hours, the Person Authorised must make sure to have logged off so that the access credentials are requested on the next occasion of use;
- Constant checking of the data and of their updating is necessary;
- Constant checking of the completeness and pertinence of the processed data is necessary;
- Collecting consent must be preceded by a specific notice and the issue of the consent of the data subjects, which must be free, specific and in written form, or in any case specifically documented;
- In the case of interruption, even temporary, of the work, it is necessary to ensure that the processed data is inaccessible to unauthorised third parties by logging off;
- One's authentication credentials must be secret and as such, used only by the Person Authorised;
- Utmost confidentiality must be guaranteed in all processing operations.


In particular you, in the capacity of Person Authorised, are required to:

- b) access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time necessary;
- b) not leave unguarded or exposed to the view of subjects not involved in the processing, corporate documents with particular reference to those containing sensitive and legal data, ensure the necessary confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from the Company - to prevent unauthorised subjects from accessing the said data;
- c) not disseminate or communicate the data that have come into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due reserve with regard to information that you have become aware of during your appointment or even when the appointment is no longer in effect;
- d) not download massive amounts of personal data without the prior communication to and authorisation of the Controller or the Data Processor;
- e) in any case, with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of your work which contain sensitive data and those concerning criminal records, in cabinets or drawers provided with locks and observe the relevant procedure (indication in the relevant register of your name, time and date of access, removal/return of the document) for accessing files containing the above mentioned data;
- f) adopt and scrupulously follow the instructions of the Controller and/or Data Processor with regard to adequate organisational and technical measures that ensure a level of security adequate to the risk (pursuant to Art. 32 GDPR);
- g) in particular, for processing data with electronic or automated devices, observe any specific authorisations/qualifications and the methods and conservation tools provided by the Controller and/or Data Processor;
- h) inform the Data Processor in the case of incidents involving personal data being processed, in particular if they are sensitive and/or judicial.

In any case you will be responsible for scrupulously following the **prescriptions given on the subject of adequate security measures under Article 32 of the GDPR**, provided at the foot of this document and forming an integral part of it, of which you declare to have examined, and any others that may be given by the undersigned Company and/or Controller Company, whose updates, if any, will be communicated to you.

Lastly, the following is pointed out:

- this letter of nomination shall cease to produce effects upon the date of termination of your employment or of the appointment with the undersigned company; subsequent to said date, therefore, all processing of personal data, including access to the IT systems of the undersigned Company and/or of the Controller, is prohibited and sanctioned according to the current legal provisions (please see, merely as an example, Article 615-ter, Italian Criminal Code on "*Hacking*");
- a copy of this document shall be returned to the undersigned Company by the Person Authorised, duly signed by way of acknowledgement and acceptance, and shall be kept by the same Company and by the latter shall be made available to the Controller upon its express request, by and no later than two days from the date of request;
- in order to prevent unauthorised data processing, the undersigned Company shall inform the Controller Company of the termination of the existing employment or assignment by and no later than five days from the event in order to allow the Controller Company to immediately revoke the IT enablings it has issued.

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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_____, XX/XX/XXXX

Sub-processor

By way of acknowledgement and acceptance

Person Authorised

INSTRUCTIONS FOR "PERSONS AUTHORISED" TO PROCESS PERSONAL DATA

EU Regulation 2016/679 concerning the protection of personal data (hereinafter "GDPR") requires all those who process personal data to carry out operations with respect for and protection of the natural persons to which the data refer, whether they are employees, suppliers of goods and services, customers, consultants, etc.

The GDPR specifically envisages the need to provide adequate instructions for all those who, in relation to the implementation of their work, process personal data; in other words, those who use or become aware of personal data as described in Art.4 No. 1 of the GDPR (see definitions at the end).

In compliance with the provisions of the GDPR, as "Authorised Person" you shall process the relevant personal data by paying scrupulous attention to the following instructions and to all other instructions that may be provided by the Data Processor or by the Controller or someone delegated by the same.

Please remember that the personal data must be processed:

- in observance of the criteria of confidentiality;
- lawfully and correctly;
- for a period of time not exceeding that necessary for the purpose for which the data have been collected or subsequently processed;
- with total observance of adequate security measures, by storing and controlling the data subject of the processing in such a way as to avoid the risk, even accidental, of destruction or loss, of unauthorised access or processing that is not permitted or does not comply with the purpose of the collection.

In particular, with regard to:

- **Access to personal data**, data banks and corporate applications: data, data banks and corporate applications you may access are those that are strictly indispensable for the implementation of your work, in line with your role and, as far as regards IT applications, in accordance with the user profile assigned to you.
- **Creation of new procedures/applications**: without prior authorisation, you cannot activate new IT procedures for the management or processing of data, files including hard copies, or personal data files. If the above is necessary, you must give your immediate superior prior notice and proceed only after receiving authorisation.
- **Communication and dissemination**: the data you access during the course of your work must be processed either by you personally or by your colleagues, and it cannot be communicated and/or transmitted to external third parties.
- **Security measures**: it is your responsibility to observe all current protection and security measures aimed at preventing the risk of destruction, loss, unauthorised access or prohibited processing; in particular, your password must not be given to anyone, your PC must not remain connected to company files and accessible in your absence; hard copies of data must be placed in locked cabinets at the end of the day and always after being used; in any case, you must guarantee the confidentiality of the hard copies of data every time you leave your station. All episodes that you deem important with regard to data security must be immediately communicated to the Data Processor. Special attention must be paid to the management of documents containing data of a juridical and/or sensitive nature.



**CONTRACT CONDITIONS
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- **Requests for access/exercise of rights:** if you receive a request to access personal data ex Chapter 3 “Rights of data subject” of the GDPR, from the data subject (whether it is an employee of the company, a supplier, a customer, a consultant, etc.), you must take note of the same in writing, specifying the date and the name of the data subject, and immediately refer the same to the Data Processor or to the relevant organisation office, which will respond within the established time frame.

1. PROCESSING WITHOUT ELECTRONIC DEVICES

Personal data filed on magnetic and/or optical media must be protected by the same security measures as those adopted for hard copies.

The security measures applied to copies or reproductions of documents containing personal data must be identical to those applied to the originals.

1.5 Safekeeping

Documents containing personal data must be stored in such a way that they are not accessible by persons not authorised to process them (e.g.: cabinets or drawers that can, if possible, be locked).

Documents containing personal data that are removed from the files for day-to-day work must be returned at the end of the day.

Documents containing personal data must not be left unattended on desks or work tables; similar attention must be paid when removing documents that have been received by fax; as a general rule avoid printing documents unless it is strictly necessary and in any case they must be removed immediately so that they are not left unattended at the printer.

1.6 Communication

The use of personal data must take place on the basis of the “need to know” principle and they must not be shared, communicated or sent to persons who do not require them for the implementation of their work (even if such persons are also authorised to process data). The data must not be communicated outside the Company and in any case to third parties unless with the prior authorisation of the Controller or the Data Processor.


1.7 Destruction

If it is necessary to destroy documents containing personal data, they must be destroyed by using the appropriate shredders or, in their absence, they must be cut into small pieces so that they cannot be reassembled.

Magnetic or optical media containing personal data must be erased before they can be reused. If this is not possible, they must be destroyed.

1.8 Additional instructions for processing sensitive and judicial data

Documents containing sensitive and/or judicial data must be controlled and stored by Persons Authorised in such a way that they cannot be accessed by unauthorised persons. For example, reference to documents/certificates for insertion in electronic personnel management/administration procedures, data regarding trade union authorisations, sick leave, etc., must take place in the time strictly necessary for keying in the same and, immediately after, the documents must be filed in accordance with these instructions. The filing of hard copies containing sensitive and/or judicial data must be kept separate from those concerning common data (the same cabinet or drawer may be used - and possibly locked - but the containers must be separate).

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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To access files containing sensitive or judicial data outside office hours you must be identified and recorded in the relevant registers.

2. PROCESSING WITH ELECTRONIC DEVICES

2.1 Management of authentication credentials

The law requires that access to electronic procedures that process personal data is permitted by Persons Authorised in possession of “authentication credentials” which allow them to bypass an identification procedure. Authentication credentials consist of a code for identifying the Person Authorised to process data (user-ID) associated with a confidential password, or an authentication device (e.g.: smart card, token, one-time-pw), or a biometric characteristic. Persons Authorised must use and manage their authentication credentials in accordance with the following instructions:

Individual user-IDs for accessing applications must never be shared amongst users (even if authorised to process). If other users must access data they are required to request authorisation from the Data Controller.

Authentication credentials (for example passwords or strong authentication devices like tokens, smart cards, etc.) that allow access to applications must be kept confidential. They must never be shared with other users (even if authorised to process).

Passwords must be changed by the Person Authorised following the first use and subsequently, in observance of the specific corporate procedures, at least every three months in the case of sensitive and judicial data processing, or at least every six months for personal/common data.

Passwords must consist of at least eight characters or, if this is not permitted by the electronic device, by the maximum number of characters permitted. Passwords must not contain references that easily lead to the Person Authorised (e.g.: family names) and must be chosen in accordance with corporate regulations concerning the construction and use of passwords (see also point 3, below), unless more restrictive instructions are envisaged by corporate systems.

2.2 Protection of PC and data

All PCs must have a password that complies with the instructions given in point 3, below. Passwords must be protected and managed with diligence and in observance of the instructions provided by the Controller or, in its stead, by the Data Processor.

To prevent illicit access, the screen saver password must always be activated if this setting is not automatically available.


As soon as they are available (and in any case at least annually) all software updates necessary for preventing vulnerability and correcting defects must be installed in the PCs. If this does not take place automatically, the Person Authorised must inform the Data Processor of the same.

Back-up storage must be carried out at least every week on the assumption that any third party personal data are present only in the PC of the Person Authorised (not filed in corporate IT systems). The storage media used for back-up must be managed in accordance with the rules described in “Processing without electronic devices”.

2.3 Deletion of personal data

If work tools are to be decommissioned it is your responsibility to remove the personal data from the same.

2.4 Additional instructions for processing sensitive and judicial data

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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The passwords for accessing IT procedures used to process sensitive and judicial data must be changed, by the Authorised Person if an automated system is not available, at least every three months, unless more restrictive methods and time frames are communicated from time to time by the Data Processor or provided for in procedures.

The installation of the software updates required to prevent vulnerability and to correct computer program defects must be carried out at least every six months if an automated system is not available.

3. GENERAL INSTRUCTIONS

How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least one of the following characters . ; \$! @ - > <
- Do not use your own or a relative's date of birth, name or surname
- Do not use a matriculation number or user ID
- Always keep it in a safe place that cannot be accessed by third parties
- Do not divulge it to third parties
- Do not share it with other users

Conduct in the presence of guests or service personnel

- Have guests wait in places where confidential information or personal data are not present.
- If necessary, move away from your desk when guests are present, put documents away and enable the PC screen saver by pressing "ctrl-alt-del" on the keyboard and selecting "Lock Computer".
- Do not reveal passwords to technical assistance personnel or allow them to key in passwords.
- Do not reveal passwords over the telephone - no one is authorised to request them.

How to handle electronic mail

- Do not open messages with attachments if you do not know the source: they could contain viruses that will delete or steal data in the PC.
- Avoid opening films, presentations, images and files in any format if they come from unknown sources as these could pose a threat to the data contained in your PC and, in general, to the security of the corporate technological infrastructure.
- Avoid forwarding automatically from your company mail box to external personal mail boxes and vice-versa.

How to use the Internet correctly

- Avoid downloading software from the Internet (utility programs, office automation, multimedia files, etc.) as these could pose a threat to the data and the company network, unless the software is required for the implementation of your work and its use is in any case known to the relevant corporate organisation offices.

4. PENALTIES FOR NON OBSERVANCE OF REGULATIONS

Remember that the use for personal purposes or in any case for unlawful aims of the data to which you have access or have accessed, even if it does not cause damage to and/or responsibility for [·] according to Italian law, could in any case be subject to the application of disciplinary or criminal penalties, as this could be construed as a breach of the duties that are incumbent on the employee, as envisaged by the Italian Civil Code or by the applicable Collective or Individual Labour Agreement.

You are requested to promptly report any evidence of situations that put the security of data at risk (e.g.: password breach, attempted unauthorised access to the systems) or which concern external subjects authorised to access (obvious breach of corporate Procedures): your collaboration is important for closing any gaps in the security systems and procedures for protecting the personal data processed.

These instructions are the guidelines to be followed for your work: therefore, please contact the Data Controller in case of doubt.



**CONTRACT CONDITIONS
FOR SUPPLIES FOR RESALE - ITALY -**

5. DEFINITIONS

Processing: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Personal data: any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Special categories of data: personal data that reveal racial or ethnic origins, political opinions, religious or philosophical beliefs or trade union membership, as well as biometric data intended to unequivocally identify a natural person, data concerning the health or sexual history or orientation of the natural person (Ed: disabilities, medical certificate, indication of illnesses/accidents, handicaps, etc.).

Judicial data: personal data that will reveal the provisions of Article 3, paragraph 1, letters a) to o) and r) to u) of Italian Presidential Decree DPR 313 of 14 November 2002, with regard to criminal records, the register of crime-related administrative penalties and the relevant pending charges, or the status of the accused or suspect pursuant to Articles 60 and 61 of the Italian Code of Criminal Procedure (Ed: imprisonment or house arrest, legal disqualification, provisions relating to amnesty and pardon, etc.).

Data Controller: the natural person, the legal person, the public authority, the service or another body that, alone or jointly with others, determines the purposes of and means for processing of personal data.


Data Processor: the natural person, the legal person, the public authority, the service or another body that processes personal data on behalf of the Data Controller.

Person Authorised to process: Person Authorised to process personal data under the direct authority of the Controller and/or Processor.

Data subject: the natural person to whom the personal data refer (e.g.: employees, customers, suppliers, visitors, etc.).

Security measures: All the technical and organisational measures that adequately guarantee a level of security adequate to the risk (Ed: pseudonymisation, encryption, user id, password, use of containers with locks, etc.).

Annex 8 GDPR

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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**NOMINATION OF PERSON AUTHORISED TO PROCESS PERSONAL DATA PURSUANT TO ARTICLE 29 OF EU
REGULATION 2016/679 (GDPR) BY THE SUB-PROCESSOR**

SELF-CERTIFICATION

Facsimile STATEMENT SUBSTITUTING AN ATTESTED AFFIDAVIT

(Presidential Decree No. 445 of 28 December 2000)

Messrs

[•]

I, the undersigned

(surname) (name).....

born in(.....) on

(place).....(prov.).....

residing in (.....) in (street) no.

(place)..... (prov.)..... (address).....

domiciled in(.....) in (street) no.

(place)..... (prov.)..... (address).....

In the capacity of legal representative of the Enterprise/Company.....

with registered office in(.....) in (street) no.

.....

Tax CodeVAT No.....

as regards Contract no.

in the capacity of Data Processor, aware of the criminal sanctions referred to in Article 76 of Italian Presidential Decree no. 445 of 28 December 2000, in the case of fraudulent statements and set-up of false documents, under his/her responsibility

DECLARES


- to have nominated the employees/collaborators used in connection with the activities pursuant to the cited contract as "**Persons Authorised**" to process personal data" pursuant to Article 29 of the GDPR using the letter of nomination form you have prepared, including the relevant Instructions
- that a copy of the nominations is available at his/her facility and is available to [•]

ATTACHES

- at the foot hereto the list of names of the subjects nominated for said purpose

UNDERTAKES

**CONTRACT CONDICTION
SUPPLIES FOR RITAIL- ITALY
Valid as of 01/07/2019**

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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- to provide your company with a copy of the nominations by the date that will be the subject of a specific communication by your Company;
- to update the documentation sent before the activities commence in the case of new employees/collaborators within five working days from the date of termination in the case of terminated employees/collaborators.

Date

Signature

Notice pursuant to Article 13 of the GDPR

It is notified that the personal data are acquired with this Annex and are processed for purposes strictly connected with the management and execution of the Contract, or to enable the execution of the legal obligations. Additionally, the personal data will be collected and processed using automated means and in paper form and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms indicated by applicable laws.

In this respect, it should be noted that:


- the Data Controller of the data in question is the Company [*] , in the person of its legal representative pro tempore (hereinafter ENEL);
- The interested party is the natural person whose personal data are processed in order to establish, manage and execute the Contract (hereinafter the Interested Party);
- The personal data processed may be sent to third-parties, or both to the companies subject to the management and coordination of ENEL S.p.A. or to its associates, or to other subjects. The aforementioned third-parties may be appointed data processors;
- The interested party has the right to exercise the rights provided for by Articles 15-21 of the GDPR (right to access own data, request their rectification, portability or erasure, request limitation of the processing of the data regarding them or object to their processing), if applicable, by contacting the Data Controller;
- The interested party has the right to submit a complaint to the Italian Data Protection Authority, with registered office in Rome, in Via di Monte Citorio, 121; Tel. (+39) 06.696771, email: garante@gpdp.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact data can be found on the website of the Data Controller.

N.B. The signature of the owner or legal representative must be accompanied by non-authenticated photocopy of the signer's identity document (front/rear)



**CONTRACT CONDITIONS
FOR SUPPLIES FOR RESALE - ITALY -**

Invoicing annex

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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ANNEX 9 ITALY ANNEX - ELECTRONIC INVOICING OBLIGATION.

In order to avoid the impossibility for Enel Group Companies established in Italy to process invoices sent through channels not contemplated by the new legislation, all suppliers are asked to check whether they fall under the above-mentioned obligation before they issue an invoice.

Several key fields required when filling in the electronic invoice (XML format) to minimise difficulties in processing the invoices in the Enel management system, in order to guarantee payment within the contractual terms, are illustrated below.

- Transmission data
- Notification of Failed Delivery
- Purchase order
- Stamp
- VAT collectability
- Tender identification number/Uniform project code
- Delivery note
- Receipt data
- Attachments

The information provided may be supplemented/amended following updates by the Inland Revenue Agency or to supplement information or data that become necessary for Enel in the invoice registration process.

Transmission data

Invoices or journal entries must be sent to the Enel Companies using the Transmission Format - format reference XML [1.1.3] - required for invoicing between private parties or B2B (FPR12) which requires a Recipient Code [1.1.4] consisting of 7 characters "0000000"

Example of correct filling in

```
<FormatoTrasmissione>FPR12</FormatoTrasmissione>
<CodiceDestinatario>0000000</CodiceDestinatario>
```

The Enel Companies do not provide public certified email addresses or recipient codes . The Enel companies have availed themselves of the Preregistration service enabled on the Inland Revenue Agency website. For the delivery of electronic invoices all that is necessary is to properly enter the Recipient Code 0000000 and the VAT number of the Enel Company that is principal of the purchase.


The SDI will forward the document to the electronic address notified with the "registration service" to the detriment of the address, if different, that may or may not be indicated in the electronic invoice.

It is therefore mandatory to correctly indicate the VAT number and the recipient code.

It is important to correctly indicate the VAT number in the proper position of the XML format [1.4.1.1]

Correct example referring to one of the Enel Group Companies (company Enel Sole S.r.l)

```
<CessionarioCommittente>
  <DatiAnagrafici>
    <IdFiscaleIVA>
      <IdPaese>IT</IdPaese>
      <IdCodice> 05999811002</IdCodice>
    </IdFiscaleIVA>
    <CodiceFiscale> 02322600541</CodiceFiscale>
```

	CONTRACT CONDITIONS FOR SUPPLIES FOR RESALE - ITALY -	
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<Anagrafica>

<Denominazione>Enel Sole S.r.l.</Denominazione>

Example of incorrect filling in - no VAT number entry.

<CessionarioCommittente>

<DatiAnagrafici>

<CodiceFiscale> 02322600541</CodiceFiscale>

<Anagrafica>

<Denominazione>Enel Sole S.r.l.</Denominazione>

Example of incorrect filling in - reversal of data. Tax code entered in the VAT number position.

<CessionarioCommittente>

<DatiAnagrafici>

<IdFiscaleIVA>

<IdPaese>IT</IdPaese>

<IdCodice> 02322600541</IdCodice>

</IdFiscaleIVA>

<CodiceFiscale>05999811002 </CodiceFiscale>

<Anagrafica>

<Denominazione>Enel Sole S.r.l.</Denominazione>

Notification of Failed Delivery

If because of technical reasons not attributable to the SDI delivery is impossible (e.g. public certified email box full or not enabled, or electronic channel not enabled), the SDI makes available the electronic invoice available to the transferee/principal in its reserved area of the Inland Revenue Agency website, and notifies this information to the transmitting party. The transferor/lender is required to promptly notify the Enel Group Companies through the **email box** that the original copy of the electronic invoice is at its disposal in the reserved area of the Inland Revenue Agency website. We ask that suppliers quickly produce the communication by reporting a **copy of the notification of failed delivery** and a digital or analogue copy of the electronic invoice in order to allow us to process the invoice within the scheduled payment terms.

Purchase order

If provided by the Enel Companies, as contractually provided for, the order ID must be entered in the invoice and its position is found in DatiOrdineAcquisto [2.1.2] in the section IdDocumento [2.1.2.2]. If it is entered in other fields, e.g. "DatiContratto o altro campo descrittivo", our systems will not recognise the element.

The purchase order ID of the Enel Companies always has a length of 10 alphanumeric characters. Attention must therefore be paid to correctly entering the specific block:

Correct example of filling in: the order was entered in the correct block


<DatiOrdineAcquisto>

<RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>

<IdDocumento>4500001164</IdDocumento>

<NumItem>00010</NumItem>

<DatiOrdineAcquisto>

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Incorrect example of filling in: the purchase order was entered in the contract block

```
<DatiContratto>
  <RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>
  <IdDocumento>4500001164</IdDocumento>
  <NumItem>10</NumItem>
</DatiContratto>
```

Correct example of filling in: the purchase order and contract were entered in the correct positions

```
<DatiOrdineAcquisto>
  <RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>
  <IdDocumento>4500001164</IdDocumento>
  <NumItem>00010</NumItem>
<DatiOrdineAcquisto>
<DatiContratto>
  <IdDocumento>8400126611</IdDocumento>
</DatiContratto>
```

Stamp

If stamp duty is required, the data must be entered in the specific block DatiBollo [2.1.1.6]:

- [2.1.1.6.1] VirtualStamp YES
- [2.1.1.6.2] StampAmount 2.00

Remember that stamp duty is not applied for invoices of an amount under € 77.47.

```
<DatiBollo>
  <BolloVirtuale>SI</BolloVirtuale>
  <ImportoBollo>2.00</ImportoBollo>
</DatiBollo>
```

If the supplier fills in the specific field above without at the same time entering a detail line for the stamp amount of € 2, the stamp amount will be considered to be borne by the supplier. On the other hand, if the supplier enters the relevant detail line to make the tax enter the invoice total, it will be considered to be borne by the principal.

A correct example in the line position follows:

```
<DettagliLinee>
  <NumeroLinea>2</NumeroLinea>
  <Descrizione>Bollo</Descrizione>
  <Quantita>1.00</Quantita>
  <PrezzoUnitario>2.00</PrezzoUnitario>
  <PrezzoTotale>2.00</PrezzoTotale>
  <AliquotaIVA>0.00</AliquotaIVA>
  <Natura>N1</Natura>
</DettaglioLinee>
```




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VAT collectability

In general the Enel Group Companies fall under the split payment mechanism. This is why only electronic invoices issued in the split payment mechanism can be accepted, and any other VAT collectability mechanism will not be accepted, resulting in **refusal of the invoice and non-payment**. We ask that you consult the valid lists in order to apply the split payment mechanism on the Italian Ministry for the Economy and Finance - Finance Department.

Criteria for filling in VAT collectability [2.2.2.7]

Indicate the letter S Split payment Article 17-ter of Italian Presidential Decree 633/72

Correct summary example

```
<DatiRiepilogo>
    <AliquotaIVA>22.00</AliquotaIVA>
    <ImponibileImporto>241067.66</ImponibileImporto>
    <Imposta>53034.89</Imposta>
    <EsigibilitaIVA>S</EsigibilitaIVA>
</DatiRiepilogo>
```

Incorrect summary example

```
<DatiRiepilogo>
    <AliquotaIVA>22.00</AliquotaIVA>
    <ImponibileImporto>241067.66</ImponibileImporto>
    <Imposta>53034.89</Imposta>
    <EsigibilitaIVA>I</EsigibilitaIVA>
</DatiRiepilogo>
```

Tender identification number/Uniform project code

If contractually present, the tender identification number/uniform project code must be provided in:

DatiContratto [2.1.3] respectively in the section **CodiceCUP** [2.1.3.6] and/or **CodiceCIG** [2.1.3.7].

• Delivery note

In the case of supplies of goods certified with a transport document, it is necessary to indicate the details of the delivery note and the date of the transport document in the invoice. In particular, the details must be provided in:

DatiDDT [2.1.8] respectively in the section **NumeroDDT** [2.1.8.1] and **DataDDT** [2.1.8.2].

The element [2.1.8.3] **RiferimentoNumeroLinea** must be filled in only if the invoice refers to multiple transport documents, to be entered in the respective detail lines to which the delivery note refers.


Example of filling in the information referring to the entire invoice, and then to all of the detail lines:

```
<DatiDDT>
    <NumeroDDT>999</NumeroDDT>
    <DataDDT>2018-11-09</DataDDT>
</DatiDDT>
```

Be sure not to enter any other data in addition to the delivery note number

Incorrect entry example

```
<DatiDDT>
```

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<NumeroDDT>document 999</NumeroDDT>

<DataDDT>2018-11-09</DataDDT>

</DatiDDT>

• **Receipt data**

In the case of invoices referring to services and/or works, the ID of the approval for payment showing authorisation for a certain SAL or completion of service must always be present. The code is numerical and is 10 characters long. The data is placed inside the XML format in the DatiRicezione block:

<DatiRicezione> [2.1.5] with positioning detail [2.1.5.2]

Example of correct filling in of the "Datiricezione" information

<DatiRicezione>

<IdDocumento>1000002142</IdDocumento>

</DatiRicezione>

• **Attachments**

There is the possibility in the format (from 2.5.1 to 2.5.5) to attach attachments in PDF format or another format contemplated for the XML document in order to make invoice registration easier. Examples of PDF attachments may be a copy of the invoice in "analogue" format, transport documents, etc.

Caution: if the attachment contains one or more data already in the XML format, the former cannot in any way be replacements, if different, for the latter, which in any case remain valid.