

Rules for use of the online services available on the Global Procurement Portal of the Enel Group

SECTION I GENERAL PROVISIONS

Art.1 Purpose

This document applies to all services available in the WeBUY platform of the Global Procurement Portal (<https://globalprocurement.enel.com>) and to all Enel Group Companies.

The document cancels and replaces all previous "eProcurement" Rules issued by single Enel Group companies.

Art.2 Definitions

For the purposes of this document, the following definitions shall apply:

Enel: the Enel Group companies performing procurement processes using electronic procedures and making services and applications available through the portal;

Supplier: any physical or legal person, public body or group of those persons and/or bodies that can execute supply contracts for works, services and supplies and to purchase mobile property;

Parties: Enel and the Supplier considered jointly (if singly hereinafter considered "Party");

Contracts: the supply contracts for works, supplies and services and sales contracts;

WeBUY: on-line platform that the Supplier accesses using its access codes in order to use its services;

Services: applications accessible from WeBUY;

On-line tender: procedure stage in which the Supplier is chosen that takes place through electronic negotiation systems connected to internet (hereinafter "Tender"). The single Tender can include several events or stages

Portal: the Enel procurement Portal that indicates the services and technological tools needed to complete the IT procedures;

Qualification process: procedure for the selection of companies to be assigned supply contracts for works, services, supplies or sales that can guarantee high level work quality and performance.

EDI: the channel by which the Supplier transmits documents electronically;

- **Document:** information organised in compliance with standard formats, in order to be acquired and interpreted automatically, univocally by the computer systems;
- **Electronic transmission of documents:** documents transferred using computer tools and systems;
- **Data format:** the standard XML format, approved and updated by the W3C Consortium or other standard or version if foreseen by local civil law-fiscal regulations;
- **Exchange protocol:** group of rules and data formats enabling communication between information systems;

User name (Userid): ID with which the qualified Supplier has to connect to the

server by HTTPS protocol without using client side Certificates;

Password: the secret information which, combined with the User name (Userid), enables the Supplier to be authenticated by the server;

Access Codes: Userid and password considered jointly;

System: the technical solutions and electronic tools that enable, through telecommunications networks, use of the IT applications in these Rules;

Enel Qualification System: platform enabling the selection of suppliers with the requirements needed to access the Enel assignment procedures.

"Master" User: subject, identified by the Supplier inside its organisation, appointed to supervise, create and manage the qualification of users to access one or more applications and to access the Services;

Users: the subjects identified in the Supplier's organisation who, created by the Master User, access applications and use the relative services;

Merchandise Groups: specific categories of supplies, works or services;

Electronic signature: electronic signature method, as recognised and regulated by the legislations of single reference Countries, making it possible to manifest and check the origin and integrity of a computer document or a group of computer documents;

Digitalisation: digitalisation is the process that transforms an image, sound, document into a digital format, to be interpreted by a computer.

Art. 3 Electronic equipment

3.1 In order to use the services and with specific reference to **Online Tenders**, the Supplier must equip itself, at its own expense, with a PC with the following connection characteristics:

<https://webuy.enel.com/esop/common-host/public/browserenv/requirements.jsp>

Related to the specific tender/application, Enel can ask the Supplier to equip itself with further computer tools needed to view the relative documents.

3.2 For the **electronic exchange of documents**, the Supplier undertakes to use the hardware and software tools needed and suited to guaranteeing a correct, prompt and secure exchange of data, also arranging the necessary authorisations.

3.3 The Parties hereto agree that the costs linked to the hardware e software needed for what is established in these Rules, as well as all equipment needed following changes to technological platforms, are the liability of each Party related to the obligations it is responsible for.

Art.4 Communications between the Parties

4.1. For communications related to these rules, the Supplier can contact Enel at the following address:

Enel: procurement.enel@enel.com

The email address of the User or the Master User will be considered as the address of the Supplier. If no Master User has been appointed, the e-mail address of the company's registered office address will be used.

All communications will be considered as validly made and executed by Enel by sending an e-mail, also using the Certified e-mail or equivalent systems recognised by the different legal systems, to the address notified by the Supplier when it registered. The Supplier shall ensure that the foregoing data is kept constantly up-to-date.

4.2 The Supplier must promptly notify Enel of any changes to data registered, pursuant to art.12 below, and of any changes to the company's corporate and organisational structure related to ordinary and extraordinary transactions (e.g. transfers, mergers, transfer of company branches, etc.).

Enel reserves the right to carry out the necessary controls to confirm the validity of an adhesion received from the Supplier or to cancel it.

Art. 5 Authorisation - Qualification process and access codes

5.1 To access the System you need to link to the Portal and follow the indications contained therein in order to register and obtain the Access Codes needed for qualification purposes.

5.2 The Supplier is the only party responsible for the secrecy and confidentiality of the Access Codes. Consequently, it is the only party responsible for all use made of those Codes, whether authorised or not by the Supplier itself. Any deed performed using the Access Codes issued to the Supplier will be attributed directly and solely to the Supplier itself, with the resulting obligation to implement it.

5.3 The Supplier is aware and takes all responsibility for the fact that third parties knowing the Access Codes would enable them to access the System and perform deeds that are legally significant directly attributable to the Supplier itself.

5.4 The Supplier therefore exempts Enel of all responsibility for prejudicial consequences of any kind or for damage, direct or indirect, caused to it or third parties through use of the Access Codes by third parties. In addition, in general connected to the illegal, improper or prejudicial use of those tools, undertaking to compensate Enel for damage of any kind suffered by the latter due to those events.

5.5. In any case, the Supplier acknowledges and accepts that the illegal, improper or prejudicial use of the Code can mean the suspension or revocation of the Registration or Qualification obtained.

5.6. In any case of suspicious disclosure or communication to other parties, subtraction, theft or circumstance that could cause the illegal disclosure of the Codes, and, however, in any hypothesis of suspected loss of their confidentiality, the Supplier must notify Enel, to the e-mail address indicated in art.4.1, and the latter will suspend Access Code validity: if subtracted or stolen, the Supplier must, within the following 48 hours, send a copy of the report made to the competent Authorities. In any case, all deeds performed using those codes will be considered legally binding and directly attributable to the Supplier.

SECTION II OF THE QUALIFICATION AND ASSIGNMENT PROCEDURES

Art. 6 Rules regulating qualification and assignment procedures

6.1 Enel activates a computer procedure based on which Suppliers with the right requirements can be admitted to the qualification system and to the assignment procedures and send the relative documents electronically by accessing the System (maximum file upload size 200 MB).

6.2 The supplier must send the documents signed digitally, where foreseen, by electronic signature.

6.3 For a Tender, each event the supplier is invited to starts on the day and at the time set in the notice to bid or invitation letter.

The duration of each single Tender is established and identified in the System.

The best offer is identified based on criteria and methods set forth in Tender documents.

6.4 The Supplier guarantees Enel that the subject accessing the System to formulate and send offers has valid, effective power of attorney with reference to the maximum amount presumed in the Tender, and that he/she is not, related to Enel and other competitors, in a conflict of interest situation.

In any case, Enel reserves the right to perform suitable controls related to the single Tender.

6.5 The closure of one to the Tender stages, or of the Tender itself, is notified to all Suppliers involved at the same time, in a message sent to the e-mail address indicated in art. 4.1.

6.6 Based on the offers received and criteria established in tender documents, Enel identifies the competitor/s who have passed the single Tender stage (so-called stage "winner/s") and notifies them, by a message displayed by the System, of the end of the Tender stage and any invitation to take part in the next stage.

Art. 7 Malfunctioning of the System and the Internet connection

7.1 In no case, may Enel be held responsible for any System malfunctioning that could, in any way, prejudice or delay delivery of communications with the Supplier.

7.2 At the discretion of Enel, Tenders may be suspended and/or postponed for technical, System connection problems depending on the malfunctioning of the server and the infrastructures of Enel itself or of the network.

7.3 In any case, Enel does not take any responsibility for non participation in the Tender or for it being impossible for Suppliers to continue taking part for reasons independent of the server and Enel infrastructures, nor for any malfunctioning or defect related to the connectivity services needed to reach the System through the public telecommunications network.

SECTION III OF THE ELECTRONIC EXCHANGE OF DOCUMENTS THROUGH EDI

Art. 8 Access to the EDI system - Qualification and access Codes

To access the EDI System, please connect to the WeBUY Platform and follow the instructions contained therein in order to register and obtain the Access Codes needed to qualify.

Art. 9 Formats and record tracks

9.1 The Parties undertake to apply and respect the standards set forth in civil law-fiscal an/or technical rules indicated in the annexes published on the WeBUY platform; these also specify the formats and record tracks that documents exchanged electronically must have.

In particular, concerning electronic invoicing system obligations, please refer to what is specifically indicated in the local Annexes.

9.2 On accepting these Rules, the Supplier declares that it is aware of the formats and record tracks indicated in the annexes published on the WeBUY platform and specifically, unconditionally accepts them.

Enel reserves the right to indicate other ones or to modify the formats and record tracks of those already available, by notification (containing the relative technical information) sent with 30 days prior notice to the e-mail address indicated in art.4.1.

The format of new documents will be published on the WeBUY platform.

9.3 The Supplier hereby accepts the possibility that:

- With no need to amend these Rules, Enel could broaden the type of documents that could be exchanged electronically pursuant to the previous point, with 90 days prior notice to be sent to the e-mail address indicated in art.4.1;
- EDI is used as the privileged document transmission channel unless established otherwise in the local civil law-tax regulations.

Art. 10 Storing documents exchanged electronically

10.1 With no prejudice to the obligation for the Supplier to store and register documents exchanged pursuant to laws in force applicable, Enel memorises, possibly also through third parties, documents in full and chronologically in the format in which they were sent and received.

10.2 Those documents are filed on the server used by Enel and can be consulted directly by the Supplier, via network, for at least six months from the date they are received; after that, Enel can store them off-line for the time established by laws in force applicable.

Art. 11 Difficulty with exchanging and errors

11.1 With no prejudice to what is set forth in art. 16 below, in order to ensure relationship and service continuity, any continuing difficulties or impossibility to send documents that do not depend on Enel can be resolved by exchanging the documents in question in different ways identified by Enel, in agreement with the Supplier and with local civil law-fiscal regulations.

11.2 If the documents transmitted electronically contain mistaken data, due to any coding errors or to electronic automatisms, the Parties shall perform the controls needed to make the resulting changes, notifying the other Party by message to the e-mail address indicated in art. 4.1.

SECTION IV OF THE SUPPLIERS' REGISTER

Art. 12 Application management

12.1 Enel activates an electronic procedure based on which the Master User registers /updates the company data.

12.2 The data forming the Suppliers' Register are a non limiting example
:

- Company name / Name
- VAT number or Identification Code (outside EC)
- Tax Code
- Registered office address
- POST CODE
- Location
- Province
- Government
- email address
- Landline phone number
- Mobile phone number
- Fax number
- Company website
- Other offices

12.3 Through the Master User, the Supplier can update its data using the functionalities available in WeBUY.

12.4 Enel reserves the right to request, at any moment, proof of the truth of data registered in the application indicated in this article; and the Supplier hereto undertakes to promptly produce the relative motive and documents.

12.5 Changes to data means replacing and deleting data previously indicated.

12.6 The Supplier not complying with its obligation to update data will incur a serious breach of the obligations set forth in these Rules and will give Enel the right to terminate the relationship immediately, with no prejudice to compensation for any damage caused to Enel.

SECTION V OF THE MASTER USER

Art. 13 Authorisation process – Qualifications

13.1 The Supplier accesses the Services set forth in these Rules through the Master User.

13.2 The legal representative of the company adheres to these rules, or the party authorised to do so by the company's legal representative, by accepting the disclaimers present in the registration stage.

13.3 The authorisation issued to the Master User is considered as issued to the Supplier, as are those issued by the Master User to the Users he/she identifies.

Art. 14 Service qualification

14.1 The Master User can manage qualification, for him/herself or for users belonging the his/her company organisation, for all services present in WeBUY and available at the time of assignment

Art. 15 Disabling, Revocation and Replacement

15.1 Each supplier may request to be disabled, with no prejudice to obligations already undertaken. The request to be disabled must be sent with thirty days prior notice, by e-mail, to the address indicated in art. 4.1.

15.2 After the disablement request has been sent, the Supplier undertakes not to use the System, except to execute activities required for correct, full compliance with obligations already taken.

15.3 Enel reserves the right to revoke the qualifications issued at any time. Revoking qualifications is preceded by a specific e-mail notification as indicated in art. 4.1., without the Supplier being able to make any claim or request resulting from that revocation. In an emergency, Enel reserves the right to suspend qualifications immediately; in case, the Supplier in question is promptly notified.

15.4 Each Supplier may replace its Master User autonomously. If it should be unable to do so it may contact the Help Desk Service.

SECTION VII FINAL PROVISIONS

Art. 16 Malfunctioning, difficulty with exchanging and errors

16.1 The Parties undertake to notify each other promptly about any connection difficulties, including if the relationship with its internet provider should be terminated.

16.2 The Supplier having any difficulty or impossibility to use the services in these Rules must notify Enel immediately and take action to eliminate the obstacles.

Art. 17 Content and effectiveness of registrations

17.1 The System was created with solutions that block making any changes or amendments of any kind to documents, system registrations and to other electronic presentation of the deeds and electronic operations.

17.2 The System enables Enel to control the main operating parameters of the system itself, reporting any anomalies in the procedures.

17.3 Full, sole proof amongst Parties related to content and the time of documents/messages exchanged electronically is provided by the registrations on log files generated by the System; such as, as a non limiting example, Supplier offers, communications displayed on the System or made by email messages to the address indicated in art. 4.1, etc.

17.4 The Parties declare and acknowledge that System registrations are full proof of the relations between them. Those registrations are confidential and will not be disclosed to third parties, apart from when specifically foreseen or with a Legal authority order.

Art. 18 Responsibility for damages

18.1 Enel takes no responsibility for the malfunctioning or the inability to connect due to causes not related to its server or infrastructures.

18.2 The Supplier is responsible for damages to Enel from any deed, non-compliance or omission, attributable to the third parties it uses to supply the services pursuant to these Rules.

Art. 19 Privacy Policy

Enel SpA with registered office in Viale Regina Margherita 137, Rome, VAT No. 00934061003 (hereinafter "**Enel**" or the "**Controller**"), as Data Controller will process personal data in compliance with the provisions of the applicable law on privacy and the protection of personal data and with this Policy.

- **Data Protection Officer (DPO)**

The Data Controller has appointed a DPO who can be contacted at the following e-mail address: dpoenel@enel.com.

- **Processing Purpose and Method**

The Data Controller will process personal data, such as, for example, the personal data of the legal representatives that have been provided or are lawfully acquired by the Data Controller, such as from international data banks (hereinafter together "**Personal Data**").

For the purposes of this Policy, the processing of Personal Data is understood to mean any operation or series of operations carried out with computerised processes and applied to Personal Data, such as collection, registration, organisation, structuring, conservation, adaptation or modification, extraction, consultation, use, communication through transmission, dissemination or any other form available, comparison or interconnection, limitation, cancellation or destruction.

Please note that such Personal Data will be processed manually and/or with the support of IT or data transmission devices.

- **Processing purpose and legal basis**

Enel will process the Personal Data acquired in order to assess the qualification request from the Supplier and enable use of the services available in WeBUY, such as the management of *online* tenders and the electronic exchange of documents.

The processing of the data provided is necessary for the implementation of pre-contractual and contractual measures for the performance of the services requested; the legal basis for processing further personal data obtained legitimately is the legitimate interest of the Controller to assess the qualification request presented by the Supplier.

- **Recipients of Personal Data**

Personal Data may be made accessible for the purposes mentioned above:

a) to the employees and collaborators of the Data Controller or to companies in the Enel Group for the implementation of the contract and/or the pre-contractual measures adopted on the request of the interested party;

b) to third party companies or other entities ("**Third Parties**") that perform outsourcing activities on behalf of the Data Controller as external data processors, to individuals tasked with data processing for this purpose.

- **Transfer of Personal Data**

Personal Data will be processed within the European Union and conserved on servers located in the European Union.

Personal Data may be processed also by employees and companies in third party countries that are not part of the European Union. This may be necessary for the implementation of the service, the execution of the contract, or the pre-contractual measures adopted on the request of the Supplier.

- **Period of conservation of Personal Data**

The Personal Data being processed for the above-mentioned purposes will be stored in observance of the principles of proportionality and need and, in any case, until the purposes of the processing have been achieved.

The Personal Data will be conserved for 10 years from the end of the qualification and/or registration or from the expiry of the last contract issued.

- **Rights of Data Subjects**

In accordance with Arts. 15 – 21 of the GDPR in relation to the Personal Data provided, the Supplier has the right to:

- a) access them and request a copy;
- b) request amendment;
- c) request cancellation;
- d) obtain processing limitation;
- e) oppose processing;
- f) receive them in a structured commonly used format that is legible by an automatic device.

To exercise rights and withdraw consent, the Supplier can write to procurement.enel@enel.com directly.

For more information about Personal Data, it is possible to contact the Personal Data Protection Officer at Enel, clearly specifying "*Supplier Qualification*" as the subject.

Please note that the Supplier has the right to present a complaint to the Authority competent in the area or to the Personal Data Protection Authority, Piazza di Monte Citorio, 121, 00186 Roma RM.

Art. 20 Final conduct

20.1 Enel reserves the right to modify these Rules, at its discretion and at any time. In that case, the new version of the Rules will be published on the Portal and, at the same time, a message will be sent to the e-mail address indicated by the Supplier at the time of registration.

20.2 The new version of the Rules will be considered as fully accepted by the Supplier if the latter should not withdraw, to be notified within 10 working days of receiving the message indicated above.

20.3 However, it is understood that use of the System (as a mere example, taking part in Tenders, use of the EDI channel, etc.), involves, in any case, full acceptance of these Rules and of any subsequent amendments and integrations

Art. 21 Amicable agreement and Jurisdiction

For disputes arising from the interpretation, application or execution of these Rules, the Parties undertake to settle them amicably within forty-five days of the problem arising.

If an agreement cannot be reached within the aforementioned terms, jurisdiction will be that of the Court of Law where the Enel Company involved in the dispute has its registered office.