



## SUPPLIER DEVELOPMENT PROGRAM REGULATION

### Article 1 - Purpose of the Program

- a. Enel has launched a project called “SUPPLIER DEVELOPMENT PROGRAM” (“**Program**”) through which it offers services to Enel suppliers active in areas of particular strategic interest, identified on the basis of objective, transparent and transversal criteria. The Program aims to reinforce the supply chain and to create conditions for their growth, development and competitiveness in line with Enel’s objectives and sustainability values. The supply chain is considered by Enel to be a strategic engine and a valuable tool for mutual growth capable of generating the best added value in terms of environmental, quality, economic efficiency, sustainability and social impact, also providing new opportunities for the supplier market and promoting growth in terms of sizing and growth in other business (“**Enel Objectives**”).

### Article 2 - Access to the Program

- a. The Program is aimed at all suppliers operating in product categories of strategic interest to Enel, and will be implemented in the geographies of interest to Enel in different time phases based on Enel’s priorities.
- b. Suppliers operating in product categories of strategic interest to Enel, in order to be admitted to the Program, must meet the requirements set out in Annex I. Taking into account its own Objectives, Enel reserves the right to update the list of product categories of strategic interest and the requirements for access to the Program set out in Annex I over time - giving adequate notice to suppliers - including on the basis of Enel’s sustainability and innovation objectives.
- c. Suppliers meeting the above requirements (“**Selected Suppliers**”) will receive an email notification providing details of the Program.
- d. Within one month of receipt of such notice, selected Suppliers interested in being admitted to the Program will be required to give express notice via email (the “**Access**”). By accessing the Program, the selected Supplier fully accepts these Terms and Conditions including the Attachments.
- e. Once this term has expired without the selected Supplier having expressed interest in the Program, Enel will exclude the selected Supplier from the Program. It is understood that the selected Supplier will in any case have the opportunity to be readmitted to the Program and will receive a new access notice if, on the occasion of the subsequent periodic verifications referred to in Article 2.g., it is in possession of the aforementioned access requirements.
- f. Selected Suppliers which, with this Access, join the Program (“**Participating Suppliers**”), will be able to access a range of services at favourable conditions from an economic point of view and/or regarding access to the service, as further specified in Annex II (the “**Service Portfolio**”). Enel reserves the right to periodically update and integrate the Service Portfolio.



- g. Compliance with the requirements for access to the Program will be verified periodically (every 6 months) and new Suppliers may be selected to access the Program if they have met the requirements established at the time of the periodic evaluation. Enel reserves the right to increase the frequency of such periodic assessment.

### Article 3 - Implementation methods of the Program

- a. Access to the Program by participating Suppliers is free of charge.
- b. Access to the Program and services remains an exclusive discretionary act of the participating Supplier, which may activate one or more services. In particular, Access to the Program does not entail any obligation for the participating Supplier to activate the services provided in the Service Portfolio.
- c. The details of the service portfolio will be communicated to the participating Suppliers (e.g. by email / published on the Supplier Portal).
- d. The services listed in Annex II will be provided in favour of the participating Suppliers by certain partners ("**Partners**") and regulated by contractual relations concluded exclusively between the participating Supplier and the Partner. For access to certain services, the Partners reserve the right to evaluate, at their discretion, whether or not to offer the relative service, therefore, the participating Supplier shall have no claims against Enel in the event of failure to sign the contract with the Partner.
- e. With Access to the Program, the participating Supplier expressly authorises Enel, where applicable, to transfer certain information to the Partners on Enel's availability relating to the Participating Supplier, including analyses, evaluations and reports drawn up by Enel in the context of the Supplier selection and/or supply contract management activities, as well as data (where available) on the status of the invoices issued by the Participating Supplier and on the relative payments by Enel, in order to allow the Partners to prepare a possible quotation.
- f. With the Access to the Program, the Participating Supplier agrees to be contacted directly by the Partner for an illustration of the services offered. Enel does not represent the Partners, nor does it offer itself as guarantor, nor can it be held responsible, in the event of loss or damage caused by the service signed by the supplier with the partner. Any concession and the relative conditions of the financial services by the Partners will be at the total and unquestionable discretion of the Partners themselves. Enel cannot be considered as an agency in financial activity and credit mediation pursuant to art. 128 quater and 128 sexies of the legislative decree 385 of September 1, 1993 (TUB).
- g. The provision of the services shall in any case take place under the same conditions, guaranteeing equal treatment between the suppliers belonging to the same Enel business line (i.e. I&N, Enel X, Power Gen) operating in the same supply category (i.e. works/services or materials).
- h. The cost of the services, at the conditions proposed by the Partners, will be borne by the Participating Supplier.
- i. On the basis of Enel's Objectives aimed at strengthening the supply chain of its Suppliers, for certain services Enel reserves the right to partially bear the cost of the service in place of the Suppliers, guaranteeing equal treatment between the Participating Suppliers of the



same Enel business line operating in the same supply category. In the absence of Enel's contribution, the Participating Supplier will in any case have access to the conditions proposed by the Partners, without prejudice to what is specified in Article 3.d.

- j. Taking into account the purpose of the Program aimed at the growth and development of Enel's Suppliers, Enel reserves the right, at its discretion, to ask the Supplier which has activated at least one service for feedback on the degree of satisfaction with the way the service is provided by the partner.

#### **Article 4 - Exclusion from the Program**

- a. The permanence of the suppliers participating in the above selection requirements will be verified every 6 months, except for a higher evaluation frequency as indicated in Article 2.g above. If the Supplier is found to fail to meet these requirements twice in a row, the Supplier will be excluded from the Program and will therefore no longer have access to the Service Portfolio. It is understood that the Supplier will be able to access the Program again in the event that it returns to meet the requirements for access to the Program.
- b. Enel may order the exclusion of the Supplier from the Program in the event of a determined failure by the Supplier to comply with the obligations set forth in the active contracts with the companies of the Enel Group or in the event of proven conduct likely to harm Enel's image.

In addition, Enel will monitor the Supplier's dependence on Enel as an incidence of the turnover achieved with Enel on the overall turnover of the Supplier. In this regard, Enel reserves the right to introduce a criterion aimed at incentivizing suppliers, who exceed a certain dependency threshold, to reduce it among the requirements for permanence within the Program. Enel reserves the right to communicate the significant threshold value for this purpose.

- c. In the event of termination for serious breach by the Supplier of the active contracts with the companies of the Enel Group or in the event of suspension of the Supplier from the Enel qualification system, Enel will proceed with the exclusion of the Supplier from the Program and reserves the right to proceed with the recovery of the contribution referred to in Article 3.i.
- d. The exclusion from the Program will determine the impossibility for the participating Supplier to use the services at the conditions provided by the Partners for the participating Suppliers only. It is understood that such exclusion from the Program will have no effect on any contractual relationship already existing between the participating Supplier and the Partner at the time of exclusion unless otherwise agreed between the participating Supplier and the Partner.
- e. In the event of exclusion, Enel shall in any case and for no reason whatsoever be liable for any damage resulting from exclusion from the Program.

#### **Article 5 - Processing of personal data**

- a. In addition to what is already indicated in the privacy policy contained in the *Rules for the use of online services available on the Enel Group's Global Procurement Portal*, Enel Global Services Srl, as Data Controller, informs you that:



- a. the processing of personal data (such as, for example: name, surname, email etc.) of the contact persons indicated by the Supplier is necessary to allow participation in the development Program;
  - b. such data, in case of joining the Program, will be communicated to the Partners participating in the project and will be used by them to offer the relevant Services.
- The Supplier declares that it has adequately informed its employees designated as contact persons and that it processes personal data in accordance with Article 6 of the GDPR and that it has a valid legal basis for data processing.

#### **Article 6 - Communications**

- a. Any communication related or connected to the Program must be made by email to the following dedicated email address:  
[Info.supplierdevelopmentprogram@enel.com](mailto:Info.supplierdevelopmentprogram@enel.com)



## **ANNEX I - PROGRAM ACCESS REQUIREMENTS**

The following access requirements are valid for suppliers participating in tenders involving Italian companies of the Enel group. The requirements valid for suppliers operating in other areas of interest to Enel will be published later.

For the program access requirements, consult the file “Annex I – Program access requirements” available in the “Attachments” section.



## **ANNEX II - PORTFOLIO OF SERVICES**

The Service Portfolio may include, by way of example, access to financial services, managerial and technical training and consulting services at favourable conditions from an economic point of view and/or regarding access to the service.

The details of the individual services will be published later.