

# Regulations for the use of online services available within the Global Procurement Portal of the Enel Group

## SECTION I GENERAL PROVISIONS

### Art.1 Subject

This document is applicable to all services available within the "myHome" section of the Global Procurement Portal as well as to all companies of the Group (<https://globalprocurement.enel.com/en/working-together/a201611-myhome.html>).

This document cancels and replaces the previous "E-procurement" regulations that were issued by individual companies of the Enel Group.

### Art.2 Definitions

For the purposes of this document, the following definitions are provided:

**Enel:** the companies of the Enel Group which conduct procurement processes by online means and which make available services and applications through the portal;

**Supplier:** any natural or legal person or public entity or group of these persons and/or entities which are suitable for implementing contracted works, services and supplies as well as acquiring moveable goods;

**Parties:** Enel and the Supplier referred together (referred to individually as a "Party");

**Contracts:** work, supply, service and sales contracts;

**myHome:** IT environment accessed by the Supplier through the latter's access codes in order to utilize the services it contains;

**Services:** the IT applications which are accessible from myHome;

**Online tender:** a phase in the procedure for selecting a supplier which is implemented through online trading systems (henceforth referred to as the "Tender"). An individual Tender can be composed of multiple events or phases ;

**Portal:** the purchasing portal of Enel which specifies the services and technological tools that are required to implement the online procedures;

**Qualification process:** a procedure which aims to select companies that are suitable for being assigned contracted works, services, supplies or sales and which are capable of guaranteeing high levels of quality and performance levels;

**Scouting:** the Scouting process allows for the identification of suppliers which implement commercial activities that are comparable to those of the list of Enel goods suppliers which do not require a qualification process;

**Web EDI:** the channel through which the Supplier implements the electronic transmission of documents;

**Document:** a grouping of information organized in compliance with standard format so that this information can be automatically acquired and interpreted in an unequivocal manner by IT systems;

**Electronic transmission of documents:** the transfer of documents through the use of IT tools and systems;

**Data format:** the standard XML format, approved and updated by the W3C Consortium or by another standard or version;

**Exchange protocol:** a collection of rules and data formats which allow for communications between IT systems;

**Userid:** Id code through which the qualified Supplier accesses the server through an HTTPS protocol without utilizing client side certificates;

**Password:** secret information which, when combined with the Userid, permits authentication of the Supplier by the server;

**Access Codes:** terms describing both userid and password together;

**System:** the technical solutions and electronic tools which permit the use of the IT applications pursuant to these Regulations through telecommunication networks;

**Master User:** any party identified by the supplier within its organization who is entrusted with the task of monitoring and managing the access of users to one or more applications and the Services;

**Users:** any party identified by the supplier within its organization which, when enabled by the Master User, accesses the applications and utilizes the relative services;

**Merchandise groups:** specific categories of supplies, works or services;

**Digital signature:** is a specific type of enabled electronic signature based on a system of asymmetric key pairs, one public and another private, allowing its owner - through the private key - and the recipient - through the public key - to produce and to verify the origin and integrity of an IT document or a group of IT documents;

**Digitalization:** digitalization refers to the process of transforming an image, sound, or document into a digital format that can be read by a computer.

### **Art. 3 IT Equipments**

3.1 In order to utilize the services, particularly with regard to **Online tenders**, the Supplier must equip itself with the following equipment at its own time and expense:

- a PC with the browser MS Internet Explorer v.10 or 11;
- an ADSL or HDSPPA Internet connection;
- a program for reading PDF's.
- an office suite (Open Office, MS Office, Liber Office, etc.) which is capable of working with .doc and .xls formats.

With regard to a specific tender/application, Enel may request that the Supplier buys additional IT tools that may be required to display the relative documentation. If required, the Supplier must obtain a digital signature device that complies with local applicable legislation.

3.2 For the purposes of an **electronic exchange of documents**, the Supplier undertakes to utilizing the hardware and software tools that are necessary and adequate for ensuring a correct, prompt and secure exchange of data while also providing for the necessary enabling procedures.

3.3 The Parties agree, with immediate effectiveness, that the charges associated with the hardware and software purchases - and which are necessary for the purposes pursuant to these Regulations - as well as with all technological upgrades are charged to each Party in relation to their respective competencies.

## **Art.4 Communications between the Parties**

4.1. With regard to all communications pertaining to these regulations, the Supplier can contact Enel through the following domicile:

Enel: [procurement.enel@enel.com](mailto:procurement.enel@enel.com)

The email address of the User or Master User will be considered as the elected domicile of the Supplier. In the case that the Master User has not been defined, the email address associated with the registered office of the company will be utilized.

All communications will be considered validly completed and implemented by Enel after sending an email to the address reported by the Supplier in the deed of its registration as a user.

The Supplier shall ensure that the foregoing data is constantly up-to-date.

4.2 The Supplier is required to promptly notify Enel - through the function "Management of Supplier Data" pursuant to Article 12 below - of any changes in registered data as well as any changes in the corporate and organizational structure of the company as a result of ordinary and extraordinary operations (e.g. transfers, mergers, transfer of company branches, etc.).

Enel reserves the right to conduct any opportune audits in order to confirm the validity of the previously received adherence of the Supplier or to proceed with the withdrawal.

## **Art. 5 Authorization process - User enabling and access codes**

5.1 In order to access the System, it is necessary to connect to the Portal and follow the specifications contained therein in order to register and obtain the user-enabling Access Codes.

5.2 The Supplier is the sole and only party responsible for the secrecy and confidentiality of the Access Codes; as a result, it is the sole and only party responsible for all the uses of these Codes whether they are authorized or not by the Supplier itself. Any action implemented by means of the Access Codes that are issued to the Supplier will be directly and exclusively ascribed to the Supplier itself and with the consequent obligation to execute the actions.

5.3 The Supplier is aware of the fact - and assumes all liability in this regard - that knowledge of the Access Codes on the part of third parties would allow the latter to access the System and implement deeds that are legally relevant and directly ascribable to the Supplier itself.

5.4 The Supplier therefore releases Enel from any liability resulting from damaging consequences of any nature or for direct or indirect damages that are caused to the Supplier or to third parties as a result of the use of the Access Codes on the part of third parties and, in general, from any liability resulting from connections by means of these instruments and which are of abusive, improper or damaging nature, thereby undertaking to compensating Enel for damages of any nature which could arise in relation to these events.

5.5. In any case, the Supplier acknowledges and accepts that abusive, improper or, in any case, damaging uses of the Code may result in the suspension or revocation of the attained Registration or User Enabling.

5.6. In the case of suspected disclosure or communication to other parties, or in the case of loss or theft of the Codes, or any circumstances resulting in the abusive use of the Codes in addition to any case of potential loss of their confidentiality, the Supplier must notify Enel, by using the email address pursuant to Article.4.1 and Enel in turn will proceed with suspending the validity of the Access Codes: in the case of loss or theft, the Supplier must - within the next 48 hours - send a copy of the report filed with the competent authorities. In any case, all actions implemented with the use of the aforementioned codes will be considered legally binding and directly ascribable to the Supplier.

## **SECTION II**

## **TENDERS**

### **Art. 6 Regulation of tenders**

6.1 Enel will initiate an IT procedure through which the Suppliers can be authorized to participate in the Tender and can send the relative documents by electronic means through access to the System (maximum size for uploading files is 50 MB)

6.2 The Supplier must send the Tender documents undersigned, where possible, with a digital signature.

6.3 Each event of the tender that calls for participation will start at the time and day specified in the call for tenders or in the invitation letter.

The duration of each individual Tender is established and identified within the System.

The best offer is identified on the basis of the criteria and modalities established in the Tender documents.

6.4 The Supplier guarantees to Enel that the party which accesses the System to formulate and send offers retains a valid and effective proxy in relation to the maximum estimated amount of the tender and that this party is not in a situation of conflict of interest with respect to itself and other competitors.

Enel reserves the right, in any case, to conduct any opportune audits in relation to each individual Tender.

6.5 The closure of one of the Tender phases, or of the Tender itself, is communicated simultaneously to all affected Suppliers by means of a message sent to the email address pursuant to Article 4.1.

6.6 Enel will identify - on the basis of received offers and the criteria established in the tender documentation - the competing party(ies) which passed the individual Tender phase (the so-called "winner(s)" of the phase) and therefore notifies them - by means of a message displayed by the System - of the end of the Tender phase and a potential invitation to participate in the next phase.

### **Art. 7 Malfunctionings of the System and of the Internet connection**

7.1 Enel may not, under any circumstances, be held liable for potential malfunctionings of the System which may, in any manner, damage or delay the delivery of communications to the Supplier.

7.2 The Tenders may, upon the discretion of Enel, be suspended and/or deferred for technical problems associated with connection to the System and resulting from malfunctionings of the server or of the infrastructures of Enel itself or the network.

7.3 In any case, Enel will not be held liable for any failure to participate in the Tender or the impossibility of any Supplier to continue the participation for reasons independent of the server or infrastructures of Enel, nor for any malfunctionings or defects relating to the connectivity services that are needed to access the System through the public telecommunications network.

### **SECTION III ELECTRONIC EXCHANGE OF DOCUMENTATION THROUGH WEB EDI**

#### **Art. 8 Access to the Web EDI System- User enabling and Access Codes**

In order to access the Web EDI System, it is necessary to connect to the Portal and follow the specifications contained therein in order to register and obtain the user-enabling Access Codes.

#### **Art. 9 Record formats and layouts**

9.1 The Parties undertake to apply and respect the standards and technical rules that are specified in the attachments published within the Portal; these attachments also specify the record formats and layouts that are applicable to electronically exchanged documents.

9.2 By accepting these Regulations, the Supplier declares to be aware of the record formats and layouts that are specified in the attachments published within the Portal in addition to specifically and unconditionally accepting them.

Enel reserves the right to specify additional record formats and layouts, or modify ones that are already available, notifying these changes by means of a communication notice (containing the relative technical information) sent with an advance notice of 30 days and to the email address pursuant to Article 4.1.

The format of the new documents will be published within the Portal.

9.3 The Supplier accepts, with immediate effectiveness, the possibility that:

- Enel may expand the typology of documents that are electronically exchanged in accordance with the previous point -without the need to modify these Regulations - after sending an email communication with an advance notice of 90 days to the email address pursuant to Article.4.1;
- Web EDI may be used as the primary channel for the transmission of documents.

#### **Art. 10 Preservation of electronically exchanged documents**

10.1 Without prejudice to the obligation of the Supplier to preserve and register any documents which are exchanged in compliance with the provisions of applicable laws, Enel will implement - even by means of third parties - a complete and chronological memorization of the documents in the format they are transmitted and received.

10.2 These documents are stored in the server utilized by Enel and can be directly consulted by the Supplier online for at least six months from their date of receipt; subsequently, Enel may archive them offline for the time periods that are required by currently effective applicable regulations.

#### **Art. 11 Exchange difficulties and errors**

11.1 Without prejudice to that provided for in Article 16 below, and in order to ensure, in any case, the continuity of the relationship and service, the continuation of potential situations of difficulty or impossibility, and which are not dependant upon Enel during the delivery of the documents may be resolved through the exchange of the affected documents by using different modalities that are identified by Enel in agreement with the Supplier.

11.2 If the documents which are transmitted electronically contain incorrect data which are due to potential coding errors or are derived from automated electronic processes, the Parties agree to implement the necessary controls and audits in order to implement any consequent changes while notifying the other Party by means of a message sent to the email address pursuant to Article 4.1.

## **SECTION IV THE SUPPLIER DATABASE**

### **Art. 12 Management of the application**

12.1 Enel will initiate an IT procedure through which the Master User may - even through a User - access the System and record/update the data relative to the company.

12.2 The data which comprise the database of the suppliers include but are not limited to the following:

- Company name
- VAT or ID code (non EC)
- Tax Code
- Address of Registered Office
- ZIP CODE
- Location
- Province
- Country
- email address
- Landline telephone number
- Mobile telephone number
- Fax number
- Company website
- Other offices

12.3 The Supplier may - through the Master User or the User - update its database data by utilizing the service "Management of database data" which is available in myHome.

12.4 Enel reserves the right, at any time, to request proof of the truth of the data recorded in the application pursuant to this article, and the Supplier undertakes, with immediate effectiveness, to promptly produce the relative justifying evidence and documentation.

12.5 Enel will send a confirmation message to the Supplier in order to communicate the acceptance of the applied modifications.

12.6 Any modification of data involves the replacement and simultaneous cancellation of the previously entered data.

12.7 A default on the part of the Supplier with respect to the obligation to update its database will be considered a serious default with respect to the obligations of these Regulations and will legitimize Enel to cancel the relationship with immediate effect, all without prejudice to any compensation for damages that are potentially caused to Enel.

## **SECTION V THE MASTER USER**

### **Art. 13 Authorization process - User enabling**

13.1 The Supplier will access the Services pursuant to these Regulations through a specifically appointed Master User.

13.2 Adherence to these regulations is implemented by the legal representative of the company and through acceptance of the disclaimer found within the "Master User" section.

13.3 The access enabling authorization granted to the Master User is considered issued to the Supplier, similarly to the access enabling authorizations issued from the Master User to the Users identified by the former.

#### **Art. 14 Authorizing access to service**

The Master User can manage access - for itself or for the users that are part of the organization of its company - to all the services present in myHome and which are available the time of assignment. The list of services is available at the following link:

<https://globalprocurement.enel.com/en/working-together/a201611-myhome.html>

#### **Art. 15 Disabling, revoking and replacing access**

15.1 Each Supplier may request to be disabled, without prejudice to any previously assumed obligations. The request for disabling must be forwarded with an advance notice of thirty days and sent to the email address pursuant to Article 4.1.

15.2 Following the delivery of the disabling request, the Supplier undertakes to not utilizing the System except to execute the activities which are required for the correct and complete fulfilment of previously assumed obligations.

15.3 Enel reserves the right to revoke, at any time, the issued access authorizations. Revocation of the authorizations is preceded by a specific communication notice sent to the email address pursuant to Article 4.1. and without the possibility for the Supplier to put forth any claim or request in relation to this revocation. In urgent cases, Enel reserves the right to proceed with an immediate suspension of the access authorizations and, in this case, the revocation is promptly communicated to the affected supplier.

15.4 Each Supplier may request the replacement of the Master User. The relative request must be forwarded to Enel through the relative functionality present in myHome.

### **SECTION VII FINAL PROVISIONS**

#### **Art. 16 Malfunctionings, exchange difficulties and errors**

16.1 The Parties undertake to promptly notify each other of any potential connection difficulties, including the potential cancellation of their relationship with their Internet provider.

16.2 Any Supplier that encounters difficulties or finds it impossible to utilize the services subject to these Regulations must immediately notify Enel and take action to remove any obstacles.

#### **Art. 17 Content and effectiveness of registrations**

17.1 The System was created by means of solutions which prevent the implementation of variations or changes of any type to documents or to registrations within the system or on other IT representations of deeds and online operations.

17.2 The System allows Enel to control the primary functional parameters of the system itself in addition to reporting anomalies in the procedures.

17.3 The registrations present within the log files generated within the System - including but not limited to the offers of the Supplier as well as communications displayed on the System or implemented by email to the email address pursuant to Article 4.1, etc. - constitute full and exclusive evidence for the Parties in relation to the content and timing of the documentation/messages that are electronically exchanged.

17.4 The Parties declare and recognize that the registrations of the System serve as full evidence of their relations. These registrations are confidential in nature and will not be disclosed to third

parties, with the exception of those cases that are explicitly provided for or ordered by the legal authorities.

## **Art. 18 Liability for damages**

18.1 Enel will not be held liable for any malfunctionings or impossibilities in connection that are derived from causes which are independent of its server or its infrastructures.

18.2 The Supplier is liable for any damages caused to Enel and resulting from any action, default or omission that was due to events ascribable to third parties which were utilized to perform the services pursuant to these Regulations.

## **Art. 19 Privacy Policy**

Enel SpA with registered office in Rome, Viale Regina Margherita 137, VAT Number 00934061003 (hereafter, "**Enel**" or the "**Controller**"), as the Controller of the processing, will process the personal data in conformity with what has been established by the policy regarding the personal data protection applicable and from the present information.

- **Responsible for the Protection of the personal data (RPD)**

The Controller has appointed a RPD that can be contacted at the following e-mail address: [dpoenel@enel.com](mailto:dpoenel@enel.com).

- **Object and Modalities of Processing**

The Controller will process the personal data, such as, for example the personal data of the legal representatives, provided and others legally obtained by the Controller, such as those of the international data banks (together hereafter, "**Personal Data**").

Regarding the personal data processing for the present information, it is to be understood any operation or set of operations, undertaken through automated processes and applied to the Personal Data, such as the collection, the registration, the organization, the structure, the conservation, the adaptation or the modification, the extraction, the consultation, the use, the communication through transmission, the spread or any other form of making available, the comparison or the interconnection, the limitation, the cancellation or the disposal.

We inform you that such Personal Data will be processed manually and/or with the support of computerized or electronic means.

- **Purpose and legal basis of the processing**

Enel will process the Personal Data acquired in order to evaluate the qualification request by the supplier and allow the use of the available services in the section "myHome" of the Portal such as the management of the *on line* tenders and the electronic exchange of documents.

The processing of the data provided is necessary for the execution of the pre-contractual and contractual measures for the supply of the services requested; the juridical base for the processing of the further personal data legitimately acquired is the legitimate interest of the Controller to evaluate the qualification request of the supplier.

- **Recipients of the Personal Data**

The Personal Data provided can be made accessible, for the finalities mentioned above:

a) To the employees and the collaborators of the Controller or to the companies of the Enel Group, in order to execute the contract and/or to the pre-contractual measures adopted upon request by the interested party;

b) To third parties or other subjects ("**Third Parties**") that carry out activities in *outsourcing* on behalf of the Controller, as external people responsible for the processing, as physical people in charge of the processing.

- **Transfer of the Personal Data**

The Personal Data will be processed in the European Union and saved in servers located within the European Union.

The personal data might be used also by employees and companies of third countries not being part of the European Union. This might be necessary in order to provide the service, for the execution of the contract such as pre-contractual measures adopted upon request by the Supplier.

- **Conservation period of the Personal Data**

The Personal Data being processed for the finalities mentioned above will be saved with respect to the proportion principles and necessities, and anyhow until the processing finalities have been achieved.

Personal Data will be saved for 10 years after the end of the qualification and/or registration, or at the expiry of the last contract issued.

- **Rights of the interested parties**

As in the art. 15 – 21 of the GDPR, in relation to the Personal Data provided, the Supplier has the right to:

- a) access and ask for a copy;
- b) request and amendment;
- c) request the cancellation;
- d) obtain the limitation of the processing;
- e) oppose the processing;
- f) receive them in a structured format, of common use and readable by an automatic device.

To exercise the rights and for the withdrawal of consent, the Supplier can write directly to [procurement.enel@enel.com](mailto:procurement.enel@enel.com)

For further information in relation to the Personal Data, it is possible to contact the Responsible for the Protection of the Personal Data of Enel stating mandatorily in the object "*Suppliers Qualification*".

We remind you that it is a right by the Supplier to issue a complaint to the Authority competent territorially or to the Guarantor for the Protection of the Personal Data, Piazza di Montecitorio, 121, 00186 Rome RM.

## **Art. 20 Conduct implying an intent**

201 Enel reserves the right to modify - at its own unquestionable judgement, and at any time - these Regulations. In this case, the new version of the Regulations will be published on the Portal and, at the same time, a message will be sent to the email address reported by the Supplier at the time of registration of its database entry.

20.2 The new version of the Regulations will be considered fully accepted by the Supplier if the latter does not withdraw and does not communicate this withdrawal within 10 working days from the date of receipt of the message pursuant to the previous point.

20.3 It remains, in any case, agreed that the use of the System (e.g.: participation in Tenders, use of the Web EDI channel, etc.) will be considered, in any case, a full acceptance of these Regulations as well as of its potential amendments and supplements.

## **Art. 21 Consultation and Court with jurisdiction**

In the event a dispute arises in connection with the interpretation, application or implementation of these Regulations, the Parties shall attempt in the first instance to resolve such dispute through friendly consultation within forty five days from the date of their emergence

If the dispute is not resolved through the consultation, the Parties shall resolve it in the Court of the place where the Enel Company involved in the dispute has the own registered office.