



**ENEL GROUP
SPONSORSHIP TERMS AND CONDITIONS**

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1. SCOPE OF APPLICATION.

1.1. These Terms and Conditions govern the contractual relationship between ENEL Group companies (hereinafter also referred to as "ENEL") and its Sponsees (hereinafter, ENEL and Sponsees also referred to as "Parties"), for the purpose of entering into sponsorship agreements (hereinafter also "Sponsorship"). The Terms and Conditions apply to sponsorship agreements, subject to any other agreement on the issue, taking account of the principal criterion established in article 4 below - "Interpretation and Hierarchy."

1.2. Any dispensation to these Terms and Conditions put forward by the Sponsee shall only be valid and take effect if made in writing, and approved in writing by ENEL, and shall only apply to the Sponsorship Agreement for which it was proposed, it being understood that said dispensation may not be extended to other agreements with said Sponsee, whether existing or agreed at a later time.

2. DEFINITIONS.

2.1. The definitions used in this document include the following:

- **Sponsorship Agreement (hereinafter "Agreement"):**

Agreement for valuable consideration covering services in return for a remuneration, the subject of which is specified in the Order Letter/Agreement, agreed between Enel and the Sponsee and comprising an indivisible set of contractual documents, detailed below, which regulate in writing the Parties' obligations and establish their regulation.

1. **Agreement** (or "**Order Letter**"): the document that contains the Parties' identifying information specifies the subject of the Agreement, establishes its validity, contains specific financial, administrative and regulatory provisions and lists and references all the documents comprised in the agreement.
 2. **Technical-Financial Documents:** technical-financial documents regarding the specific Agreement (e.g. an Appendix detailing Enel (or Group Company) Brands that are the subject of the Sponsorship; communication plans, etc.).
 3. **Enel Group Sponsorship Terms and Conditions:** this document.
- **Electronic Signature:** System of verification that, where applicable and in accordance with each country's current legislation, verifies a person's identity with the same validity as a written signature, and authenticates communications generated by that person, as well as verifying the origin and the integrity of an electronic document or set of electronic documents.
 - **Sponsee:** Natural or juridical person or groups of these with which ENEL enters into sponsorship agreements.
 - **Taxes:** Any duty, fee or other general tax, established by the competent authorities/local legislation, applicable to an individual agreement under current provisions.

3. FORMALISATION.

3.1. The Agreement is entered into upon the Parties' signature. Upon signing the Agreement - which can also be by Electronic Signature - the Sponsee declares full and unconditional acceptance thereof.

The understandings contained in the Agreement constitute full agreement between the Parties and legally supersede any and all prior written or verbal agreement on the matter in question. No changes may be made without prior written agreement between the Parties. The Agreement does not entail the establishment of a relationship as agent, mandate or representative, and no undertaking can be made by one party in the name or on behalf of the other.

4. INTERPRETATION AND HIERARCHY.

4.1. In the event of a discrepancy or inconsistency between the contractual documents, the order of precedence shall be as follows:

- 1. Agreement/Order Letter**
- 2. Technical-financial documents** (e.g. an Appendix detailing Enel or Group Company Brands that are the subject of the Sponsorship; communication plans/brand exposure, appendices detailing methods of sponsorship; etc.)
- 3. Sponsorship Terms and Conditions.**

4.2 In the event of any conflict between the Agreement documents and the mandatory regulations of legislation applicable to the individual Agreement, the latter shall prevail.

4.3 Subject to that set forth in article 25 of this document, "Competent Jurisdiction", any doubts and/or discrepancies that emerge regarding the Agreement's interpretation shall be resolved amicably by the Parties, in accordance with the subject and purpose of the Agreement and in compliance with the provisions applicable to the Agreement.

4.4 The invalidity of any clause of this Agreement shall not invalidate the Agreement itself, which will thus remain valid and legally binding.

5. THE SPONSEE'S OBLIGATIONS.

5.1. All that required for the delivery of the services covered in the Agreement is entirely the obligation of the Sponsee, along with all that set out in the Agreement as being the obligation of said Sponsee.

5.2. The work must be carried out to the highest standards, using the best available techniques to achieve the quality required, expressly absolving Enel from any responsibility, direct or indirect, arising from the provision of services covered by the Agreement.

5.3. The specific activities covered by the agreement are detailed in the Agreement/Order Letter.

5.4. It is in any case understood that the Sponsee, following a request from ENEL, will promptly correct or arrange the correction of any errors or technical defects, without giving said Sponsee the right to any additional compensation.

6. THE SPONSEE'S RESPONSIBILITIES.

6.1. It is the exclusive responsibility of the Sponsee to comply with the legislation and observe all regulations, standards and provisions required by the relevant Authorities and applicable to the Agreement.

6.2. The Sponsee shall fully meet all legal, tax and contractual obligations.

6.3. If the Sponsee is composed of two or more persons together, each is jointly and severally liable for the obligations under the Agreement and the fulfilment of the Agreement, in compliance with applicable legislation.

6.4. The Sponsee is required to prevent situations that could lead to conflicts of interest and, therefore, shall take all necessary measures to prevent and identify such situations, immediately notifying ENEL of any conduct that could give rise to them.

6.5. The Sponsee undertakes to absolve ENEL of liability arising from any claim or summons of any kind, directly or indirectly related to the Agreement, in or out of court, resulting from acts or omissions of the Sponsee or the Sponsee's employees, representatives or agents.

6.6. The aforementioned indemnity includes both any amount that ENEL must pay and expenses or costs of any kind that ENEL may incur as a result of the claim or court summons, subject to its right to act in its own defence. The Sponsee's failure to comply with that set out in this article is considered a material breach and shall entitle ENEL to terminate the Agreement due to breach by said Sponsee.

6.7. For sports sponsorships, the Sponsee undertakes not to engage in conduct that could, in the final opinion of the Sponsor, have detrimental and/or potentially detrimental consequences for the Sponsor's reputation and business, especially regarding unsportsmanlike behaviour, of a criminal nature or otherwise (by way of example, but not limited

to, doping, use of prohibited drugs, or disqualification for sports fraud).

7. AGREEMENT TRANSFER.

7.1. The Sponsee is required to provide the services covered by the agreement, and transferral of the agreement to a third party is thus not permitted.

7.2. In the event that such undertakings are breached, ENEL reserves the right to terminate the agreement, subject to any other rights or proceedings.

8. COMMUNICATIONS.

8.1. Communications between the Parties shall be in writing, at the address and in the manner stated in the Agreement/Order Letter. The Parties undertake to notify any changes promptly. In the absence of such a notification, communications shall be deemed delivered if sent to the address and in the manner described in the previous point.

8.2. ENEL reserves the right to use electronic procedures for the exchange of documents regarding the agreement, using duly authorized systems.

8.3. If expressly specified in the Agreement, electronic means of communication may be used, provided they allow for the tracking of communications made.

9. RIGHTS AND CREDITS TRANSFER.

9.1. Unless otherwise provided for in the Agreement/Order Letter, along with ENEL's express and prior written approval for each transaction, the Sponsee shall not assign or transfer to third parties, in whole or in part, rights or credits arising from the Agreement, nor carry out any other transaction that presupposes the provision of said rights or credits in any way, in whole or in part.

9.2. In the event that such undertakings are violated, ENEL reserves the right to terminate the agreement, without prejudice to any other rights or proceedings.

10. CHANGES TO CONTRACTUAL TERMS.

10.1. The activities covered by the Agreement shall be carried out in accordance with the terms set out in the Agreement/Order Letter itself. Any changes to the contractual terms must be agreed in writing between ENEL and the Sponsee.

11. USE OF ENEL (AND/OR GROUP COMPANY) BRANDS.

11.1. The brand or brands that will be used for sponsorship activities are those detailed in the Appendix of Enel (or Group Company) Brand covered by the Sponsorship.

11.2. The Enel (and/or Group Company) brand may be used exclusively for the objective set out in the Agreement/Order Letter and its use for any other purpose is not permitted.

11.3. The Sponsee undertakes, on its own behalf and on behalf of its employees and agents, not to engage in any conduct that violates the Brand rights of Enel or other Enel Group companies, and not to engage in behaviour that is defamatory, detrimental or in any way damaging to Enel's reputation.

11.4. In the event that such undertakings are violated, ENEL reserves the right to terminate the agreement, without prejudice to any other rights or proceedings.

11.5. Any claim, in or out of court, by third parties against the Sponsee regarding the use of Enel (and/or Group Company) Brands must be immediately reported to ENEL.

12. PUBLIC STATEMENTS.

12.1. The Parties mutually undertake not to give opinions or statements publicly, including through interviews given to the media, that could harm the reputation of either Party.

12.2. The Sponsee, by signing the Agreement, undertakes to ensure that its employees, contractors and staff respect the obligations arising from the Agreement.

12.3. In the event that such undertakings are violated, ENEL reserves the right to terminate the agreement, without prejudice to any other rights or proceedings.

13. NON-COMPETE AGREEMENT - EXCLUSIVE COMMODITY RIGHTS.

13.1. For the full duration of the agreement, the Sponsee undertakes not to make other sponsorship and/or image promotion agreements with companies in direct and/or indirect competition with ENEL and Enel Group companies in relation to the energy and gas commodity sector.

13.2. In the event that such undertakings are violated, ENEL reserves the right to terminate the agreement, without prejudice to any other rights or proceedings.

14. ECONOMIC TERMS AND CONDITIONS.

14.1. The remuneration of the Agreement is the agreed consideration, takes account of the total value and includes all that is required for the full provision of the services covered by the Agreement, all that must be supplied or carried out by the Sponsee, and all necessary expenses and fees, apart from services and items expressly excluded and taxes stipulated by the applicable legislation.

14.2. Remuneration will be described in the Agreement/Order Letter in the manner specified therein.

14.3. Remuneration is fixed and can not be changed. Any changes to the remuneration may only be made if envisaged in the Agreement/Order Letter and/or required by applicable law.

15. INVOICING.

15.1. The invoice shall only be valid and acceptable to ENEL if it contains all the information stipulated in the Agreement and in the applicable regulations, and if the services covered in the agreement were delivered correctly.

15.2. In order to calculate the date of receipt, invoices will only be accepted and considered if they include the number of the Agreement to which they refer.

15.3. Even if the Agreement stipulates that invoices can be paid in different currencies, individual invoices must be issued in a single currency.

15.4. ENEL will return an invoice to the Sponsee if it:

1. fails to contain any data or information stipulated in the Agreement and/or by law;
2. contains items not authorized by ENEL;
3. reports amounts in a currency other than that specified in the Agreement.

In each case, ENEL will provide a reason for the return of an invoice. In this case, the return of said invoice nullifies the original date of receipt.

Unless otherwise stipulated in the agreement, all invoices and, where provided for, documentation supplied with an invoice shall be sent to the address specified in the Agreement.

Invoicing shall be carried out as follows:

A. Via ENEL'S electronic systems (Procurement Portal):

The Sponsee, as per the terms and conditions set forth in the agreement, after obtaining the necessary

authorization from ENEL regarding invoicing (the invoice must include data on quantities provided and/or supplied, commensurate with the remuneration), shall issue the individual invoices.

Once invoicing authorization is received from ENEL, and as per contractual agreements, the Sponsee shall send the invoice, complete with the data required under applicable regulations, by means of electronic systems (e.g. EDI), which will guarantee the authenticity and integrity of the invoice content.

The Sponsee, in line with legislation on electronic invoicing, may send invoices created in electronic format to ENEL. This method ensures the integrity of the data and that the document can be unequivocally ascribed to the issuer.

To this end, refer to the dedicated section on the Procurement Portal at:

http://globalprocurement.enel.com/it-IT/become_supplier/eprocurement_tools/myHome/webedi/.

B. Not via electronic systems.

In the event that electronic systems are not available and/or applicable legislation does not allow electronic submission and electronic invoicing, the Sponsee - in accordance with the terms and conditions set forth in the Agreement - after obtaining the necessary authorization from ENEL for invoicing, shall issue individual invoices, sending the original to the billing address specified in the Agreement.

16. PAYMENT TERMS.

16.1. ENEL shall make all payments by bank transfer, in the manner and within the terms specified in the Agreement.

To this end, the Sponsee is obliged to notify ENEL of its full bank account details.

The Sponsee is obliged to notify ENEL promptly of any changes to its data and tax records (such as: VAT number, address, company name, etc.) or changes in ownership/company organization.

Failure to provide the above data may result in the suspension of payment of invoices bearing out-of-date information.

In exceptional cases, ENEL may accept other legitimate and valid means of payment, in accordance with legislation applicable to the individual Agreement.

16.2. ENEL may, in accordance with applicable law, and for cases and in the manner specified in the Agreement, withhold and offset outstanding payments that are due to the Sponsee, if said payments are overdue and payable.

16.3. In the event that payment of the remuneration is late, and where such delay is ascribable to ENEL, interest shall be due for arrears, as stipulated in the Agreement and in accordance with applicable law.

17. TAX.

17.1 Upon payment of the remuneration, any withholding taxes payable in respect of duties, taxes or contributions (for tax purposes) will be deducted by ENEL from payments to the Sponsee, according to the legislation of the Sponsee's country of residence and/or any other legislation applicable to the Agreement.

Both Parties undertake to fulfil all obligations, follow all administrative procedures and deliver all documents required for the proper payment of taxes, including withholding taxes and other legal requirements applicable to the Sponsee, following procedures laid down by law.

Similarly, the Parties undertake to cooperate in obtaining exemptions and other tax benefits applicable to the Agreement. Should ENEL fail to enjoy a tax benefit, due to lack of diligence or for any other cause attributable to the Sponsee, ENEL can deduct the amount of the missed tax benefit from the Remuneration due.

17.2. In the event that an agreement exists between the Sponsee's country of residence and the ENEL Group Company's country of residence, to avoid double taxation and the Sponsee invoking the application of a provision of the agreement itself, the Sponsee must provide ENEL with a certificate of residence (or any other statement/certification required when applying double taxation Treaties), that certifies tax residence in accordance with that stipulated by the agreement in question; for the purpose of classifying the type of income within the scope of the double taxation Treaty, the current interpretation applicable in the country where the ENEL Group Company is

headquartered must be taken into account. Said certificate is normally valid for one year, unless the legislation of the country where the ENEL Group Company is headquartered specifies a shorter term. In any case, upon the expiry of each certificate, the Sponsee must provide a new, valid certificate.

17.3. Should ENEL be required to make deductions from payments owed to the Sponsee, said Sponsee shall be provided, upon request, with a certificate of deductions, detailing the amounts paid and amounts deducted.

18. WITHDRAWAL.

18.1. ENEL may withdraw from the Agreement at any time. Withdrawal shall be by means of a signed notice providing proof of receipt, and takes effect from the date of its receipt.

In this case, ENEL shall give notice regarding which activities must be completed and which immediately interrupted.

18.2. Excluding any rights of the Sponsee to damages in the event of Enel's withdrawal, Enel will reimburse the Sponsee, in relation to activities interrupted and to those not carried out, for substantiated expenses regarding commitments undertaken that are non-revocable without incurring financial loss, or the substantiated amount of the loss itself if more favourable to ENEL.

19. TERMINATION.

19.1. Other than when required by applicable legislation, and excluding cases attributable to Enel, the Agreement may be terminated if the sponsorship does not take place.

19.2. Similarly, ENEL has the right to terminate the Agreement in the following cases:

- a) unwarranted abandonment, interruption or suspension by the Sponsee in executing the Agreement;
- b) the Sponsee's failure to meet a vital deadline;
- c) verification, at any time after the signing of the Agreement, of the falseness of the information and statements provided by the Sponsee concerning the fulfilment of legal, economic, financial, technical or contractual conditions;
- d) failure to comply with the Sponsee's responsibility obligations, as per art. 6;
- e) transfer of the agreement in violation of art. 7;
- f) failure to comply with obligations on brand use, as per art. 11;
- g) failure to comply with the non-compete agreement, as per art. 13;
- h) failure to comply with the confidentiality requirements, as per art. 20 below;
- i) failure to comply with the ethical principles as per art. 23, where it is established, by final judgement, that the Sponsee committed acts of administrative misconduct and/or one or more offences under the Organization Model.
- j) the failure of the Sponsee to satisfy the prerequisites for signing this agreement.
- k) loss of legal authorization and/or licenses necessary for carrying out the activities covered in the agreement.

In the above cases, Enel shall give notice, by registered post, of its wish to exercise said right, while no compensation claim may be put forward for any reason, without prejudice to Enel's right to compensation for damages. In this case, the Sponsee shall only be due payment for activities properly carried out, except in cases where, as a result of one or more of the above mentioned practices, the sponsorship did not take place.

20. CONFIDENTIALITY.

20.1. All elements that Enel provides for the fulfilment of the Agreement, as well as documents, information and knowledge acquired, processed and developed under the Agreement, in addition to being used exclusively for the purposes of the Agreement, are confidential and may not be divulged except with the express written consent of ENEL, unless required for the Sponsee's compliance with legal obligations or requests from Public Authorities which

can not be legitimately refused. Information disclosed by ENEL itself, that is, available in official documents, is excluded from such confidentiality requirements. Said condition of confidentiality concerns both the Agreement's existence and content, and the economic, financial and technical documents, along with any other information that either Party has provided in the execution of the Agreement.

20.2. The Sponsee, in addition to ensuring the integrity of information and data, shall also be responsible for the conduct of all parties engaged in any capacity by the Sponsee for the execution of contractual activities (e.g. directors, employees, consultants and subcontractors). The information and data collected shall only be used within the scope, and for the purpose, of executing the Agreement. ENEL reserves the right to take legal action to defend its interests in the event of a breach of the confidentiality requirements.

20.3. The Sponsee undertakes to develop and manage logistical and physical security measures to ensure the protection of data against destruction, tampering, unauthorized access or copying, and to return to ENEL, on the date of expiry of this Agreement, any and all data, documents and information provided by ENEL, or in any case held for the purpose of carrying out activities, and to destroy any and all copies thereof, unless otherwise authorized in writing by ENEL.

20.4. The Parties agree, except as otherwise stated in the Agreement, to maintain absolute confidentiality during the provision of the services covered by the Agreement and for a period of 5 years after the expiry of the Agreement, except as necessary for the execution of this Agreement or when such disclosure is required by law or by a public authority.

Should such a need arise, the Party required to disclose the confidential information shall immediately notify the other Party in order that the latter may do everything necessary to protect their rights. The Parties shall only disclose that information required by law and shall agree to obtain a declaration providing assurances that those who receive such information will treat it confidentially.

20.5. The Parties shall agree on the content, means of communication and date of publication of any newspaper articles, notices or communications of any type regarding the existence of the Agreement or matters concerning it.

20.6. Confidentiality does not apply to information in the public domain prior to the signing of the Agreement, or that becomes so at any time thereafter, and thus does not constitute a breach of said confidentiality obligations by either Party.

20.7. In the event of the failure to comply with said confidentiality obligations, ENEL has the right to terminate the Agreement, without prejudicing its right to any action and to compensation for damages.

21. TREATMENT OF PERSONAL DATA.

21.1. Both ENEL and the Sponsee undertake to comply with legislation on the protection and treatment of personal data, as stipulated in the Agreement and in compliance with applicable legislation.

22. FORCE MAJEURE.

22.1. In any Agreement, the definition of Force Majeure must be complied with as established in the Agreement/Order Letter or by the legislation applicable to the Agreement.

22.2. Neither party is held responsible for a breach of its obligations if execution is delayed or not possible as a result of Force Majeure.

22.3. The Sponsee can invoke Force Majeure in the event of, including but not limited to: war, riots, earthquakes, floods, fires, strikes, acts of terrorism, acts of government, legislation or regulations or any other cause that may be regarded as force majeure for the purposes of these Terms and Conditions.

22.4. The Party suffering the consequences of Force Majeure must notify the other Party promptly and in any case no later than when the event preventing communication ceases.

22.5. If, due to Force Majeure, the execution of the Agreement is substantially compromised or if it proves impossible to honour the subject of the Agreement, either party may request the termination of the Agreement, which will be subject to the reimbursement of costs incurred and substantiated.

22.6. Notwithstanding the above, when the Force Majeure event ceases, the Parties shall agree on the extension of

contractual terms or on measures that could be adopted to recover all or part of the time lost in order to execute the Agreement, where possible, within the original timeframe.

23. CODE OF ETHICS.

23.1 General Information.

23.1.1. The ENEL group, when conducting business and managing relationships, follows the principles contained in its Code of Ethics, in the Zero Tolerance Plan against corruption and in all relevant compliance documents currently implemented by ENEL, available on the ENEL corporate website.

23.1.2. The Sponsee follows similar principles in conducting its affairs and in managing relations with third parties.

23.1.3. In this respect, ENEL reserves the right to carry out any checks and monitoring activity needed to verify compliance with the above obligations. This applies to the Sponsee as well as to any subcontractors or parties engaged by the Sponsee for the execution of the Agreement. Enel also reserves the right to immediately terminate the Agreement in the event of proven violations of the above obligations.

23.1.4. Furthermore, ENEL has joined the UN Global Compact and, in line with the tenth principle of the GC, intends to pursue its commitment to fight corruption in all its forms. ENEL, therefore, forbids the making of promises, offers or requests for illegal payment, in cash or in kind, for the purpose of obtaining an advantage in relations with its stakeholders. The ban is extended to all ENEL employees. The Sponsee hereby acknowledges the commitments undertaken by ENEL and agrees not to resort to promises, offers or requests for illicit payment in the execution of the Agreement on behalf of ENEL and/or for the benefit of its employees. In the event of any breach of said obligations, ENEL reserves the right to terminate the Agreement and to claim compensation for damages from the Sponsee.

23.1 Offences Against Individuals.

23.2.1 The Sponsee hereby acknowledges the commitments undertaken by ENEL in its Code of Ethics and undertakes to respect all legal obligations regarding: protection of child labour and women; equal treatment, non-discrimination, prohibition of abuse and harassment; trade union freedom, freedom of association and representation; freedom from forced labour; environmental health and safety; hygiene; compliance with all current rules and regulations, including in relation to salary, contributions, insurance and taxes. All the above refers to all workers employed in any capacity in the execution of the agreement. ILO conventions, or the laws in force in the country where operations are carried out, whichever is more restrictive, are, of course, applicable.

The Sponsee, regarding said obligations, agrees to sign the relevant declaration in Appendix 1 or 2 of this document, regarding protection of individual rights.

23.1 Conflict of Interest.

23.3.1. In executing the Agreement, the Sponsee undertakes to act solely in the interest of ENEL, ensuring that no situations exist that could give rise to any conflict of interest in relation to the activities it will carry out.

23.3.2 For the entire duration of the Agreement, the Sponsee undertakes to adopt appropriate conduct to avoid any conflict of interest arising. Should any circumstance arise likely to create a conflict of interest - without prejudice to ENEL's right to terminate the Agreement - the Sponsee undertakes to notify ENEL promptly in writing, and to comply with any reasonable instructions from the latter, which will be determined following consultation and assessment of requirements put forward by the Sponsee, with grounds.

The Sponsee agrees to submit to Enel the statement in Appendix 3 or 4 of this document, duly signed.

23.1 Company Health and Safety Clause.

23.4.1. For ENEL, health and safety protection and people's physical and mental wellbeing are not merely a legal obligation but a moral responsibility towards its employees and those of its contractors.

23.4.2 ENEL is aiming to achieve a **"Zero Accidents"** working environment. At ENEL, no job can be carried out where safety is compromised. For this reason, as stated in the Stop Work Policy, any situation of risk or unsafe behaviour

shall result in the suspension of operations and the restoration of safe conditions.

23.4.3 ENEL is strongly committed to the ongoing spreading and strengthening of a health and safety culture, promoting greater attention to and awareness of risk, and encouraging the adoption of responsible behaviour by those working with us and for us.

ENEL's health and safety principles and the Stop Work Policy can be found at the following address:

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

23.4.4 When carrying out its business, the Sponsee is required to behave in line with the following principles.

24. APPLICABLE LAW.

24.1. If no specific provisions exist in the Agreement/Order Letter, the Agreement is governed by the legislation in force in the country where the services covered by the Agreement are carried out.

25. COMPETENT JURISDICTION.

25.1. The Court specified in the Agreement/Order Letter has jurisdiction over any dispute arising between the Parties on the interpretation or execution of the Agreement, unless resolved as per the procedures laid down in article 4.1 "Interpretation and Hierarchy."



Appendices ETHICAL CLAUSES

APPENDIX 1

STATEMENT ON HUMAN RIGHTS (Juridical Person)

The Sponsee represented by its legal representative aware that a false declaration gives Enel the right to terminate the Agreement and claim damages,

declares:

that it **has/has not been** (delete as applicable) investigated in the past 5 years in judicial proceedings relating to the following offences against individual persons: forcing into or maintaining in slavery or servitude, child prostitution, child pornography, possession of pornographic material, tourism initiatives aimed at profiting from child prostitution, people-trafficking or the buying and selling of slaves.

The undersigned Company undertakes to notify Enel promptly of any changes to the information in this statement. It is also aware that Enel may at any time request proof regarding the contents of this statement and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

Company stamp

Signature of legal representative

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back).

APPENDIX 2

STATEMENT ON HUMAN RIGHTS (Natural Person)

The undersigned..... aware that a false declaration gives Enel the right to terminate the Agreement and claim damages,

declares:

that he/she has/has not been (delete as applicable) investigated in the past 5 years in judicial proceedings relating to the following offences against persons: forcing into or maintaining in slavery or servitude, child prostitution, child pornography, possession of pornographic material, tourism initiatives aimed at profiting from child prostitution, people-trafficking or the buying and selling of slaves.

The undersigned undertakes to notify Enel promptly of any changes to the information in this statement. He/she is also aware that Enel may at any time request proof regarding the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

Stamp

Signature

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back).

APPENDIX 3

CONFLICT OF INTEREST STATEMENT¹ (Legal Entities)

The Sponsee:

represented by its legal representative

aware that:

- the Enel Group has adopted a Code of Ethics and associated compliance documents, and has implemented the Zero Tolerance Plan against corruption;
- said documents describe the undertakings and ethical responsibilities of the Enel Group in conducting its business and in managing its relationships and respond to the need to ensure fairness and transparency in the conduct of the company's activities and in relations with third parties;
- the Enel Group seeks to ensure the utmost fairness, transparency and complete traceability of the various procurement processes and of those engaged in them

and that a false declaration gives Enel the right to terminate the Agreement and claim damages,

DECLARES

1. that, from the analysis of the corporate structure, of its corporate bodies and those of any controlling parties (including trust companies and their beneficial owners), as well as any other information available to the Company:²

that **there are/are no**³:

- a) individuals with a role within the Group Companies as top management (Directors, Managers with strategic Responsibilities) or Statutory Auditor;
 - b) ENEL Group Company employees;
 - c) with reference to the individuals in points a) and b), relatives/relatives through marriage up to the 2nd degree, spouses not legally separated, cohabiting partners, children of spouses or cohabiting partners, dependants who are relatives or relatives through marriage.
2. that the CEO / directors (*for listed companies*) / shareholders (*for partnerships*) / individuals with strategic responsibilities within the organisational structure (*in all other cases, including other types of bodies*) and/or their relatives (spouses not legally separated, 1st degree relatives/relatives through marriage)

¹ Public bodies are not required to provide this declaration. In the case of listed companies, banks and their subsidiaries, this declaration must be related to the managers on top of the legal entity (e.g. CEO, directors, members, etc).

² The information provided in accordance with this clause is obtained in compliance with the regulations on the protection of personal data, on the basis of checks traced back to natural persons in possession of individual shares/shareholdings in the undersigned company, as well as any companies (including trusts and their beneficial owners) having direct control of the declarant company.

³ Delete as applicable. Should any one of the situations listed exist, please provide details in the attached declaration (point A). Enel will carry out the necessary checks for the purpose of this declaration.

have/have not held⁴

in the last 36 months (24 months for relatives) a role as public official or public service employee for activities that involved, even indirectly, any Enel Group company (issuing of permits, controls of any kind, etc.).

The undersigned Company undertakes to notify Enel promptly of any changes to the information in this statement. It is also aware that Enel may at any time request proof regarding the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

Company stamp

Signature of legal representative

Personal Data Processing: notification and consent.

*As per existing personal data protection legislation, Enel hereby declares that the data provided will be used solely in connection with the assignment of sponsorship agreements and the Sponsee selection process, in order to ensure fairness, transparency and correctness, as well as to prevent situations of possible conflict of interest and **unlawful** behaviour. Sponsees have the right to access their data and to ask Enel to make corrections, additions or, where appropriate, to delete or freeze such data.*

Having read the notification, the undersigned, as legal representative of the company indicated above, hereby consents to the processing of personal data provided, within the limits and for the purposes described in said notification.

(Full and legible signature)

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back).

⁴ Delete as applicable. Should any one of the situations listed exist, please provide details in the attached declaration (point B). Enel will carry out the necessary checks for the purpose of this declaration.

A. APPENDIX TO THE CONFLICT OF INTEREST STATEMENT (JURIDICAL PERSON)

The Sponsee represented by its legal representative declares that, from the analysis of the corporate structure, of its corporate bodies and those of any controlling parties **(including trust companies)**, as well as any other information available to the Company, on the basis of checks **tracing back to natural persons** in possession of individual company shares/shareholdings:

Mr. Name Surname.....

Born in on.....

Tax Code..... Resident at

Address.....

Within the Company, acting as

Within the scope of the Enel Group, holding the role of:

- Director of the Enel Group Company.....
- Manager with strategic responsibilities (*specify the department concerned*)of the Enel Group Company
- Employee of the Department (*specify the department concerned*).....in the role/category of..... of the Enel Group Company.....
- Auditor of the Enel Group Company.....
- Relative/relative through marriage /Spouse not legally separated /cohabiting partner/child of spouse/child of cohabiting partner/dependant relative/relative through marriage of:
Name Surname of the Enel Group Company in the role/category of.....

Yours faithfully, Place and Date, (Full and legible signature)

The undersigned Company hereby declares that this statement is made on the basis of information obtained in accordance with personal data protection legislation, **on the basis of checks traced back to natural persons in possession of individual shares/shareholdings in the company** and undertakes to communicate promptly any changes to the information in this declaration. It is also aware that Enel may at any time request proof regarding the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,
Date,

(Full and legible signature)

Personal Data Processing: notification and consent.

*As per existing personal data protection legislation, Enel hereby declares that the data provided will be used solely in connection with the assignment of sponsorship agreements and the Sponsee selection process, in order to ensure fairness, transparency and correctness, as well as to prevent situations of possible conflict of interest and **unlawful** behaviour. Sponsees have the right to access their data and to ask Enel to make corrections, additions or, where appropriate, to delete or freeze such data.*

Having read the notification, the undersigned, as legal representative of the company indicated above, hereby consents to the processing of personal data provided, within the limits and for the purposes described in said notification.

(Full and legible signature)

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back).

B. APPENDIX TO THE CONFLICT OF INTEREST STATEMENT (JURIDICAL PERSON)

The Company represented by its legal representative declares that:

Mr. Name Surname.....
Born in on..... Tax Code.....
Resident in address.....
Within the Company, acting as.....

a) HAS HELD the role of “public official” or “public service employee”⁵, for the last 36 months, at:

_____ position held: _____
(Body/Institution)
_____ (_____) from _____ to _____
(town) (province)

and as such, IN THE LAST 3 YEARS IN THIS ROLE:

1. HAD NO relations with the Enel Group;
2. HAD relations with the Enel Group, WITHOUT EXERCISING authoritative or negotiating powers over Enel Group Companies: _____
(Enel Company)
for the following reasons: _____
3. HAD relations with the Enel Group, EXERCISING authorising or negotiating powers over Enel Group Companies: _____
(Enel Company)
for the following reasons: _____

b) Has a **family member** (spouse not legally separated, 1st degree relative/relative through marriage)

Mr. Name Surname
Born in On Tax Code.....
Resident in Address

who HELD, in the last 24 months, a role as a public official or public service employee at:

_____ position held: _____
(Body/Institution)
_____ (_____) from _____ to _____
(town) (province)

and, as such, HAD relations with the Enel Group:

_____ for the following reasons: _____

⁵Public officials are defined as those who perform a legislative, judicial or administrative public function. Public refers to the administrative function governed by public law and authoritative acts and characterized by the formation and manifestation of the wishes of the civil service or its operation through authoritative or certifying powers.

Public service employees are those that provide any kind of a public service. Public service refers to activities governed in a similar way to public functions, but without the powers typical of the latter, and excluding simple order tasks and the execution of purely physical work.

(Enel Company)

The undersigned Company declares that this statement is made on the basis of information obtained in accordance with the legislation for the protection of personal data, and undertakes to notify Enel promptly of any changes to the information in this statement. It is also aware that Enel may at any time request proof regarding the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

(Full and legible signature)

Personal Data Processing: notification and consent.

*As per existing personal data protection legislation, Enel hereby declares that the data provided will be used solely in connection with the assignment of sponsorship agreements and the Sponsee selection process, in order to ensure fairness, transparency and correctness, as well as to prevent situations of possible conflict of interest and **unlawful** behaviour. Sponsees have the right to access their data and to ask Enel to make corrections, additions or, where appropriate, to delete or freeze such data.*

Having read the notification, the undersigned, as legal representative of the company indicated above, hereby consents to the processing of personal data provided within the limits and for the purposes described in said notification.

(Full and legible signature)

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back)

APPENDIX 4

CONFLICT OF INTEREST STATEMENT (NATURAL PERSON)

The undersigned

aware that:

- the Enel Group has adopted a Code of Ethics and associated compliance documents, and has implemented the Zero Tolerance Plan against corruption;
- said documents describe the undertakings and ethical responsibilities of the Enel Group in conducting its business and in managing its relationships and respond to the need to ensure fairness and transparency in the conduct of the company's activities and in relations with third parties;
- the Enel Group seeks to ensure the utmost fairness, transparency and complete traceability of the various procurement processes and of those engaged in them

and that a false declaration gives Enel the right to terminate the Agreement and claim damages,

DECLARES

1. **that he/she holds/does not hold¹**, within Group Companies, a role as senior manager (Director, Manager with strategic responsibilities), employee of said Company or standing Auditor of the Group;
2. **that he/she has/does not have¹** - within Group Companies – relatives/relatives through marriage up to the 2nd degree, spouses not legally separated, cohabiting partners, children of spouses or cohabiting partners, dependant relatives/relatives through marriage.
3. **that he/she has/has not held¹** in the last 36 months a role as public official or public service employee for activities that involved, even indirectly, any Enel Group company (issuing of permits, controls of any kind, etc.). Similarly, to the best of his/her knowledge, said roles were not carried out, in the last 24 months, by family members (spouses not legally separated, 1st degree relatives/relatives through marriage).

Should any one of the situations listed in points 1 and 2 exist, the declarant shall submit the attached declaration to Enel.

Enel reserves the right to carry out all necessary checks as per the declarations received.

The undersigned undertakes to notify Enel promptly of any changes to the information in this statement.

It is also aware that Enel may at any time request proof regarding the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

Stamp and Signature

The undersigned declares that this statement is made on the basis of information obtained in accordance with the legislation for the protection of personal data, and undertakes to notify Enel promptly of any changes to the information

¹ Delete as applicable

in this statement. It is also aware that Enel may at any time request proof of the contents of this declaration and hereby undertakes to provide appropriate documentation.

Yours faithfully,

Date,

(Full and legible signature)

Personal Data Processing: notification and consent.

*As per existing personal data protection legislation, Enel hereby declares that the data provided will be used solely in connection with the assignment of sponsorship agreements and the Sponsee selection process, in order to ensure fairness, transparency and correctness, as well as to prevent situations of possible conflict of interest and **unlawful** behaviour. Sponsees have the right to access their data and to ask Enel to make corrections, additions or, where appropriate, to delete or freeze such data.*

Having read the notification, the undersigned, as legal representative of the company indicated above, hereby consents to the processing of personal data provided, within the limits and for the purposes described in said notification.

(Full and legible signature)

N.B. The signature of the owner or legal representative is only valid if accompanied by a non-authenticated photocopy of the signatory's current identity document (front and back)

APPENDIX TO THE CONFLICT OF INTEREST STATEMENT (NATURAL PERSON)

Regarding point 1:

- Director of the Company belonging to the Enel Group

- Manager with strategic responsibilities (specify the department concerned)..... of the Enel Group Company.....

- Employee in the Department (specify the department concerned)..... in the role/category of..... of the ENEL Group Company.....;

- Standing auditor of the Enel Group Company

Regarding point 2:

Relative/relative through marriage up to the second degree/ Spouse not legally separated/ cohabiting partner/ child of spouse/child of cohabiting partner/ dependant relative/relative through marriage

Name Surname

belonging to the Enel Group Company

in the role/category of.....

Enel reserves the right to carry out all necessary checks as per the declarations received.

Regarding point 3:

c) I HAVE HELD the role of “public official” or “public service employee”², for the last 36 months, at:

_____ position held: _____
(Body/Institution)

_____ (_____) from _____ to _____
(town) (province)

and as such, IN THE LAST 3 YEARS IN THIS ROLE:

²**Public officials** are defined as those who perform a legislative, judicial or administrative public function. Public refers to the administrative function governed by public law and authoritative acts and characterized by the formation and manifestation of the wishes of the civil service or its operation through authoritative or certifying powers.

Public service employees are those that provide any kind of a public service. Public service refers to activities governed in a similar way to public functions, but without the powers typical of the latter, and excluding simple order tasks and the execution of purely physical work.

a) I HAD NO relations with the Enel Group;

b) I HAD relations with the Enel Group, WITHOUT EXERCISING authoritative or negotiating powers over Enel Group Companies: _____
(Enel Company)

for the following reasons: _____

c) I HAD relations with the Enel Group, EXERCISING authoritative or negotiating powers over Enel Group Companies: _____
(Enel Company)

for the following reasons: _____

d) A **member of my family** (spouse not legally separated, 1st degree relative/relative through marriage)

Mr. Name Surname.....

Born in on Tax Code.....

Resident at address.....

HAS HELD the role of “public official” or “public service employee”, for the last 24 months, at:

_____ position held: _____
(Body/Institution)

_____ (_____) from _____ to _____
(town) (province)

and, as such, HAD relations with the Enel Group: _____
(Enel Company)

for the following reasons: _____

This statement is made on the basis of information obtained in accordance with the legislation for the protection of personal data, and any changes to the information in this statement shall be notified promptly to Enel. I am also aware that Enel may at any time request proof regarding the contents of this declaration and I hereby undertake to provide appropriate documentation.

Yours faithfully,

Date, (Full and legible signature)

Personal Data Processing: notification and consent.

*As per existing personal data protection legislation, Enel hereby declares that the data provided will be used solely in connection with the assignment of sponsorship agreements and the Sponsee selection process, in order to ensure fairness, transparency and correctness, as well as to prevent situations of possible conflict of interest and **unlawful** behaviour. Sponsees have the right to access their data and to ask Enel to make corrections, additions or, where appropriate, to delete or freeze such data.*

Having read the notification, the undersigned, as legal representative of the company indicated above, hereby consents to the processing of personal data provided within the limits and for the purposes described in said notification.