

	<p style="text-align: center;">ENEL GROUP GENERAL CONTRACT CONDITIONS FOR CONSULTING SERVICES AND PROFESSIONAL SERVICES ON INSTITUTIONAL/REGULATORY AFFAIRS, BUSINESS DEVELOPMENT AND M&A MATTERS</p> <p style="text-align: center;">ROMANIA</p>	<p style="text-align: right;">Page 1 of 22</p>
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1. SCOPE.

1.1. These General Contract Conditions shall apply to contracts for Professional services on Institutional/Regulatory Affairs, Business Development and M&A matters and Consulting services (hereinafter "General Conditions") regulated by the Romanian Law and concluded between a company of Enel Group (hereafter also referred to as Enel) and a Provider (hereinafter jointly referred to as "the Parties").

These conditions shall also apply, without prejudice to any other agreement to the contrary and taking into account the order of precedence set forth in clause 4 - "Interpretation and hierarchy".

1.2. The Agreement indicates the Web page on which these General Conditions are available; under any circumstances, a copy shall be submitted to the Provider.

1.3. Any exceptions to these General Conditions proposed by the Provider shall only be valid if made in writing and accepted by Enel and shall only apply to the Contract they are related to and cannot be extended to other contracts in progress or that may be signed with the same Provider at a later stage.

2. DEFINITIONS.

2.1. The following definitions, among others, are used in this document:

- **Contract for Professional services on Institutional/Regulatory Affairs, Business Development and M&A matters and for Consulting services (hereafter "Contract"):** Contract for pecuniary and corresponding obligations, whose object and contractual terms are indicated and specified in the Agreement concluded between Enel and the Provider and is formed by an inseparable combination of contractual documents listed below which regulate, in writing, the obligations of the Parties for the acquisition of the above-mentioned services:
 1. **Agreement:** the document that contains the Parties' detailed data, specifies the object and the duration of the contract, and contains specific provisions of an economic, administrative and regulatory nature, and which lists and refers to all of the documents that the Contract is composed of;
 2. **Technical-Economic documents:** technical/economic documents related to the specific contract;
 3. **General Conditions:** this present document.
- **Provider:** Natural or legal person, single or associated, with whom Enel signs contracts for Professional services on Institutional/Regulatory Affairs, Business Development and M&A matters and Consulting services.
- **Electronic signature:** An accreditation system which, where applicable and in accordance with the legislation of each country, allows to verify the identity of parties with the same value as a handwritten signature, and which authenticates communications generated by the signatory, as well as verifying the origin and integrity of an electronic document or a set of electronic documents.
- **OEDC:** Organisation for Economic Co-operation and Development.
- **Taxes:** Any taxes, duties, or any other charge in general, determined by the relevant Authority/local laws applicable to an individual Contract in accordance with current regulations.

3. FORMALIZATION.

3.1. The Contract is agreed between the Parties upon signing. By signing the Contract – which may also be carried out using an electronic signature - the Provider declares its full and unconditional acceptance of the same.

3.2. In case of agreements which Enel may stipulate with the Provider for the benefit of two or more companies of the Enel Group, the Contract shall be formalized between the individual companies of the Enel Group receiving the service and the Provider or its subsidiaries or associated companies or permanent organisations located in the same country as the Enel Group company.

3.3. The Contract shall enter into force on the date of its signing by both Parties, unless otherwise is defined in the Agreement.

3.4. If one or several provisions of the Agreement shall be considered by a court, government, regulatory or administrative entity or by any other competent jurisdiction, invalid or unenforceable, the invalidation or non-performance of that provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or non- performance shall remain in full force and effect. The Parties agree to attempt to replace the invalid or unenforceable provision with a valid and enforceable provision to satisfy as much as possible the economic, legal and commercial aspects of the invalid or unenforceable provision.

4. INTERPRETATION AND HIERARCHY.

4.1. In the case of conflict or incompatibility among the Contract documents, the order of priority and precedence shall be determined as indicated:

- 1. Agreement;**
- 2. Technical-Economic documents** (Technical Specifications, Remuneration List or Price List, Any additional documents);
- 3. General Conditions.**

4.2. Should a conflict between the Contract documents and the mandatory norms of the applicable law of the contract arise, the mandatory norms of the applicable law of the contract shall have precedence.

4.3. Without prejudice to article 20, "Applicable law and Jurisdiction", should any doubts and/or conflicts arises concerning the Interpretation and performance of the Contract, it shall be amicably resolved by the Parties, in accordance with the subject matter and purpose of the Contract and in compliance with the applicable provisions.

4.4. In the event that any provision of the Contract is held to be invalid, such invalidity shall not affect the remaining provisions, which may be executed without the invalid provision.

5. THE PROVIDER'S OBLIGATIONS.

5.1. Introduction.

5.1.1. The Provider, under its sole responsibility, shall comply with the law and all regulations and rules required by the relevant Authorities in relation to the Contract.

5.1.2. By signing the Contract, the Provider undertakes - throughout its duration - to perform the contractual services with his own means, organisation and resources and with the best professional diligence and technologies available and in accordance with the provisions of this Contract, using qualified personnel who are able to fulfil the contractual activities.

5.1.3. The Provider is fully responsible for everything that is necessary to perform the contractual services.

5.1.4. The Provider undertakes to communicate immediately ENEL any change in the information provided to Enel in the Declarations given for the purpose of the Contract awarding. In addition, the Provider, declares to be aware that ENEL can check at any time the accuracy and timeliness of the Declarations and undertakes to provide on Enel request, as of now, any appropriate additional documentation. If there is any failure to update information and / or the failure to produce the documents required by Enel, it may adopt, without prejudice to its right to compensation for damages - at its sole discretion – denial measures/



suspension/ exclusion from Enel Qualification System and the immediate termination and by law of the Contract/Contracts awarded on the basis of unfaithful declaration.

5.1.5. The Provider will elaborate, collect and file the proper and complete “deliverables” in relation of all the services provided under this Agreement; the “deliverables” shall allow Enel to have proof of the effectiveness of the service provided and the direct utility and benefit for Enel. The Provider can rely on the input from Enel in the preparation of this documentation. That documentation must be specified and detailed per each activity and attached to the invoice for each finalized service (or finalized step).

5.2. Provider's obligations on the subject of health and safety of the workers.

5.2.1. The Provider must ensure compliance with of all applicable provisions of regulatory, legislative and contractual nature on the subject of health and safety of the workers.

Furthermore the Provider is the only responsible for the work of its employees involved in any capacity in the execution of the Contract.

5.2.2. The Provider, for the entire length of Contract duration and for all its personnel involved in any capacity in the execution of the Contract, is obligated to:

- stipulate or cause to stipulate the insurances required by law for employees;
- demonstrate to Enel, whenever required, that it has complied properly with the laws relating to wages and social security of the workers employed in the Contract (exhibiting and forwarding a copy of the Single Labor Document, copies of payments, etc);
- allow the identification of the personnel to carry out activities in the event of checks laid by the Contract and/or by the law.

Enel reserves to carry out the inspections, at any time, in order to ensure the fulfilment of the above obligations.

6. PERSONNEL IN CHARGE OF ACTIVITY PERFORMANCE- WORKING GROUP.

6.1. Subject to the application of previous Article 5 "The Provider's Obligations", the Provider undertakes to dedicate a specific work team, whose members shall be selected on the basis of their specific skills and expertise.

The above mentioned work team must do all things necessary to ensure that the services are performed in accordance with the provisions of the Contract and shall observe the indications given by Enel in this regard.

7. DURATION- DEADLINES REGARDING PERFORMANCE OF CONTRACTUAL ACTIVITIES.

7.1. The duration of the Contract, as well as eventual deadlines regarding the performance of contractual activities, are specified in the Agreement.

8. FINANCIAL CONDITIONS (CONTRACT AMOUNT AND PRICES).

8.1. The price of the Contract is the consideration agreed for the acquisition of the services and it includes everything necessary for the exact performance of the contractual services, without prejudice to the services and items that have been expressly excluded and the taxes imposed by the applicable legislation.

8.2. In case the respective services will be provided by a group entity, a special analyze must be carried out in terms of transfer pricing, in the way that the Parties will state that the remuneration agreed for the provision of the services has been set according to market circumstances in compliance with the OECD arm's length standard as set forth in the latest available version of the OECD Transfer Pricing Guidelines for Multinational Enterprises Tax Administrations (OECD Guidelines) and other OECD documents.

8.3. The Provider acknowledges that the contract prices are fixed and invariable for the entire duration of the Contract and fully remunerative regarding the activity covered by the Contract.

8.4. The prices shall be detailed in the Contract in the manner provided for therein.

9. INVOICING AND PAYMENT TERMS.

9.1. Invoicing.

9.1.1. Invoice shall be valid and Enel shall accept it only if it contains all of the information provided by the Contract and the applicable regulations, and if the contractual activities have been correctly completed.

Invoices shall have attached the appropriate supporting documents (e.g. activity annexes, reports, minutes, correspondence, etc.), that attest the effective performance of the contractual services.

Invoices without the relevant Contract number shall not be accepted and shall not be taken into account for the calculation of the date of receipt.

Although the Contract specifies that payment may be issued in various currencies, the single invoice shall be expressed in one currency only.

9.1.2. Enel shall return to the Provider invoices that:

1. are missing some information or mandatory data required by the Contract and/or the law;
2. contain items not authorised by Enel;
3. show amounts expressed in a currency other than that defined in the Contract.

9.1.3. Enel shall in any case specify the reasons for returning invoices. In this case, the return of the same cancels the original date of receipt.

9.2. Payment terms.

9.2.1. All payments shall be made by Enel by bank wire transfer, in the manner and within the time limits set out in the Contract.

To this end, the Provider undertakes to communicate the complete account data to Enel.

The Provider has the obligation to promptly report to Enel any changes to its fiscal and general data (such as: VAT number, address, company name, etc.) or changes in ownership/corporate shareholding.

Failure to communicate the above information may result in the suspension of payments of invoices containing data that is not up to date.

In exceptional cases Enel may accept other legitimate and valid means of payment, in accordance with the law applicable to the relevant Contract.

9.2.2. Payment of the amount(s) specified shall not mean that Enel considers the Contract to have been properly performed by the Provider or that it waives its rights and actions against the latter, expressly reserving the right to exercise them, without prejudice to any payments it makes.

9.2.3. Enel may, in accordance with applicable law, withhold and make suspended payments due to the Provider, where they are due and payable.

9.2.4. In case of delay in payment of the amount(s) specified, if such delay is due to Enel, arrears interest shall be payable in accordance with the provisions of the Contract and in accordance with applicable law.

10. TAXES.



10.1. While paying Providers for services received Enel shall withhold amounts in accordance with tax and contributions legislation (with fiscal effect) applicable in the Provider's country of residence and/or under any other law applicable to the Contract.

10.2. The Parties mutually agree to fulfil all the requirements and procedures and to provide all the documentation needed to proceed with the payment of taxes and with the payment of the invoices, including the application of the withholdings and similar obligations that are necessary, following in every moment the standards stated by the current applicable regulations. In the same way, the Parties oblige themselves to cooperate to obtain exemptions and other tax benefits that may be applicable to the transaction executed.

Similarly, the Parties undertake to cooperate in obtaining exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to the Provider, Enel loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Provider. In the case that a Convention for the Avoidance of Double Taxation signed by the country of residence of the Provider and of the Enel exists, the Provider shall send a tax residency certificate attesting its tax residency for the purposes of the relevant Tax Treaty as well and any other documentation that may be required for these purposes.

Such tax residency certificate (as well as any other documentation that may be needed) shall be delivered along with the first invoice issued and/or as soon as Enel requires it.

All the taxes, duties and fiscal obligations relating to the subject matter of the contract shall be paid by the Provider.

11. ASSIGNMENTS OF RIGHTS AND RECEIVABLES.

11.1. During the execution of the Agreement, only the assignment of claims arising from the Agreement is permitted, the obligations undertaken still remaining the liability of the Contracting Parties, as they have been initially provided and assumed.

The assignment of debt shall not relieve the Provider of any responsibility regarding the guarantee or any other obligation taken by the Agreement.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY.

12.1. In relation to the service under this Contract, the following definitions apply:

- **Rights of Industrial and Intellectual Property:** including but not limited to requests of deposit for trademarks or for registered trademarks, requests of pending patent or patents granted, utility models, copyright, software, project or software models, know-how, data base rights, documents, drawings, plans, computer programs, as well as copies thereof, methodologies, technologies, rights related to trade information or industrial secrets.
- **Pre-existing Rights of Industrial and Intellectual Property (Background IPRs):** Rights of Industrial and Intellectual Property of which each Party is the owner or which have acquired the legitimate use before signing this Contract or which have been acquired subsequently, during parallel projects that fall outside the scope of this Contract.
- **Acquired Rights of Industrial and Intellectual Property (Foreground IPRs):** Rights of Industrial and Intellectual Property developed by the Provider and acquired by Enel in the execution of the Contract.
- **Add-Ons:** Rights of Industrial and Intellectual Property for the additional parts generated by the Provider in performing the Contract based on Pre-existing Rights of Industrial and Intellectual Property that do not include or contain in any way none of the latter.

12.2. The Provider guarantees to Enel the ownership or otherwise the legitimate use of Rights of Industrial and Intellectual Property and it shall be responsible for the eventual payment of any duties or fees due by way of license or concession. Enel reserves the right to require the Provider the documentation and/or any certificates, as well as copies of the obtained licenses that shall be properly registered.

12.3. The Provider shall release Enel from any liability for infringements of Rights of Industrial and Intellectual Property and undertakes to do everything necessary to hold Enel harmless from any claims raised by third parties, including subpoena. The Provider also undertakes to compensate Enel for all losses or damages, whether direct or indirect, arising from the above-mentioned claims. Any claims, whether judicial or extrajudicial, made against the Provider by third parties relating to Rights of Industrial and Intellectual Property, shall be immediately reported to Enel.

12.4. The Parties agree that:

- a) the Acquired Rights of Industrial and Intellectual Property will be the exclusive property of Enel, which also automatically become the owner of any work in relevant course, generated from time to time during the execution of the Contract and the Provider does not have any right to increase the price defined in the Contract for such works or services.
- b) the Pre-existing Rights of Industrial and Intellectual Property of each Party shall remain exclusive property of such Party, and the other Party shall have no rights in relation to the same.

The Pre-existing Rights of Industrial and Intellectual Property owned by Enel and delivered to the Provider, on the basis of appropriate documentation, for the performance of the services under this Contract shall be used by the Provider itself exclusively for this purpose and must be returned at the conclusion of the Contract, at all times taking appropriate precautions in relation to the processing, use and transmission of information, pursuant to clause 14 "Confidentiality" below.

In the event that products, samples or technical specifications are delivered by Enel in order to perform the Contract, the Provider may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – of such products, samples or technical specifications, and shall ensure that the aforementioned prohibitions are complied with also by the other authorized persons involved and those that possibly could be involved in the performance of the Contract by the Provider.

- c) if the Provider shall use its Pre-existing Rights of Industrial and Intellectual Property for the performance of the Contract, any rights of Industrial and Intellectual Property acquired by Enel shall be limited to the "Add-Ons". The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

12.5. In case of breach by the Provider of the obligations related to Industrial and Intellectual Property referred to in this article, Enel has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damages it has suffered.

13. PROTECTION OF PERSONAL DATA.

Both Enel and the Provider shall be responsible for the compliance with the obligations imposed by Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "Law 677/2001").

- **personal data** - any information related to an individual identified or identifiable; a person identifiable is that person that can be identified, directly or indirectly, especially related to an identification number or to one or several factors specific to its physical, physiologic, psychical, economic, cultural or social identity;

- **personal data processing** - any operation or set of operations which are performed on the personal data, by automate or non-automate means, such as collecting, registration, organization, storing, adoption or change, extraction, consultation, using, disclosure to third parties by transmittal, dissemination or by any other way, annexation or combining, deleting or destruction;
- **storage** - preservation on any kind of support of personal data collected;
- **personal data management system** - any structure organized (physically and/or electronically/stored on computer) of personal data, accessible in line to certain criteria, regardless if this structure is centralized or decentralized organized or it is distributed according to functional or geographical criteria;
- **operator** - any individual or business entity, private or public, including public authorities, institutions and their territorial structures, which determine the purposes and means of personal data processing; if the purpose or means for processing personal data are determined by a normative or based on a normative, the operator is the individual or the business entity, public or private, which is appointed as operator by that normative or based on that normative;
- **person empowered by the operator** - an individual or business entity, private or public, including public authorities, institutions or their territorial structures, which process personal data on behalf of the operator;
- **third party** - any individual or business entity, private or public, including public authorities, institutions or their territorial structures, other than the person concerned, the operator or person empowered or person who, under the direct authority of the operator or the person empowered, are authorized to process data;
- **anonymous data** - data which, due to the origins or specific processing modality, cannot be associated to the person identified or identifiable.

13.1. All the elements which Enel shall make available for the Provider to fulfil the object of the Contract, as well as the documents, information, knowledge, to which the Provider or its employees shall have access to during the performance of the Contract, are strictly confidential, being, at the same time, protected by the provisions of Law no. 677/2001 for persons' protection related to processing of personal data and free travelling of such data (hereinafter referred to as the "Law"), can be used only for the performance of the Contract and shall not be disclosed to anyone, unless an express written authorization is received from the Enel.

13.2. Processing personal data necessary for the fulfilment of the object of the Contract shall be attained by the Provider, as the attorney-in-fact of the Enel, as the operator, within the meaning of the Law.

13.3. Both Enel and the Provider are responsible to observe the obligations imposed by the legislation applicable to each of them related to the processing of personal data. Therefore, in case that the legislative frame incident related to the processing of personal data is changed and/or in case of a transfer of personal data outside Romania, the Parties declare and guarantee that they shall make every necessary effort - to procure/issue and deliver to each other, any documents available and which could be useful - to fulfil all the effects of the Contract and with the observance of the Law provisions.

13.4. The Provider shall process all personal data and shall act exclusively based on the instructions received from Enel, under the conditions established by this deed, and also with the legislation in force.

13.5. The Provider shall not be able to use the personal data for any other purposes than that established by Enel related to the service provisions established by the Contract or consequently to the written instructions received from Enel.

13.6. The Provider shall be able to disclose personal data to third parties only with the written agreement of Enel and with the observance of legal provisions applicable.

13.7. In case that the Provider breaks any obligation related to the processing of personal data



provided by Law, Enel reserves the right to claim compensations/damages corresponding to the damage suffered. The Provider shall be liable for all direct damages (including, but not limited to the image damage) produced to Enel for failure to observe, in full or in part, of any and/or all obligations related to processing personal data.

13.8. In compliance with legal provisions in force and by reference to the Contract, if applicable, the Provider shall act, as trustee of Enel, based only on the instructions received from the latter as operator, and has the following obligations regarding the processing of personal data during the the entire period of the Contract:

- a) to process personal data in good faith and in compliance with legal provisions in force;
- b) to store personal data in a form that allows identification of the persons concerned strictly for the period necessary to accomplish the purposes for which the data are collected and when they will be subsequently processed.

13.9. Considering the previous article, the Provider is the sole responsible for the behaviour of its employees (any person that has concluded a labour agreement with the Provider; at the same time, are assimilated to the Employees in the meaning of this Contract, the persons detached within the Provider, as well as the persons that develop activities within the Provider based on a staff leasing agreement, directors, managers, as they are defined by the Law no. 31/1990 on Companies) and/or of the attorneys-at-fact and undertake to observe the following rules related to the operations of personal data processing, as follows:

- a) to use personal data only for the purpose communicated by Enel and within its interest;
- b) b) not to disclose personal data which they have access to or to which they had access as a consequence of computer systems vulnerability;
- c) c) not to disclose or to transfer personal data received for the performance of the contract or any other similar information used for authorization and identification;
- d) d) to report any vulnerability acknowledged in the personal data transmittal system related to the security of computer systems, as well as any event related to a possible misuse of such data, informing Enel;
- e) e) not to access personal data for which they were not authorized first by Enel, except for the personal data necessary to fulfil the scope of the Contract;
- f) f) not to make unauthorized copies or to distribute protected materials by laws on intellectual propriety and of copyright;
- g) g) not to send and/or not to receive documents or files that can prejudice Enel and/or cause legal actions against Enel;
- h) h) to submit on the 25th of each month, previous to that when the personal data processing is actually performed, the list of the personnel employed and/or of the attorneys-in-fact who have access to personal data.

13.10. The Provider will be able to transfer - both in Romania, as well as outside Romania - personal data to one of its attorneys-in-fact if the Provider has the right to consider such a transfer necessary in order to provide services, but only with the previous agreement of Enel and fulfilling the formalities provided by the Law, if applicable. In case of such transfer and before the transfer takes place, the Provider will make sure that between it and its attorney-in-fact there is a valid contract, by which the attorney-in-fact undertakes to observe the same personal data processing protection conditions provided hereby.

14. CONFIDENTIALITY.

14.1. All elements that Enel makes available (verbally, in writing, in electronic format or in any other way) for the purposes of and/or while performing the contract, as well as any and all confidential information that the Provider may become aware of in any form (also by direct vision) as a result or the effect of other



contracts stipulated with Enel and / or related to pre-contract negotiations, as well as all documents, information, specific knowledge (irrespective of how it has been collected, obtained or developed with regard to the contract) may only be used for the purposes of performing the contract itself and are confidential.

By way of example only the term confidential refers to all information related to business strategies, information regarding products and / or production processes (design, research and development), means of production, sales information, with particular regard to development strategies and customer management.

Any and all confidential information shall remain reserved and may not be published or circulated without Enel's express written permission, with the exception of cases where the Provider is legally obliged to do so or when requested by a Public Authority or when refusing to do so is illegal. To this end, the Provider ensures compliance with the aforementioned obligation of confidentiality, including by his own employees and those who work for the latter in any capacities and undertakes to take all necessary measures.

Further information may also be considered as having been made available by Enel (and which the Provider therefore may not divulge).

Such further information includes any and all information made available to the Provider by Enel's directors, managers, employees or Enel affiliates (and associated directors, managers, employees) who have had access to the information or have been involved in the process of making it available ("Enel Representatives").

For the purposes of the present document:

- The term "affiliate" refers to any company controlled by Enel or by Enel together with other parties, for as long as such control exists and during the period in which the information is made available;
- The term "control" refers to the direct or indirect ability to direct the company strategy and all cases in which any Enel Company which possesses more than fifty percent (50%) of the share capital or voting shares, either directly or indirectly, or in cases in which Enel may be considered the "Controller" of a specific company.

Information that must remain confidential also includes any information regarding Enel or Enel representatives' products/samples/technical specifications, which may have been made available to the Provider by Enel or Enel representatives during the performance of the Contract.

The Provider may not, without written permission from Enel, (i) copy, reproduce, translate, modify, adapt, develop, dismantle, separate, perform reverse engineering operations (or any operations for the purpose of extracting the source codes) - either completely or partially – from such products/samples/technical specifications and (ii) must ensure that the above - mentioned restrictions are also complied with by Provider's Representatives.

This obligation to maintain confidentiality also applies to economic, financial and technical documents as well as strategic plans, processes, patents, licences or any other information that either of the Parties has provided with regard to performing the Contract.

The following types of information are excluded from the obligation to maintain confidentiality:

- (a) Information which becomes generally available to the public as a direct or indirect consequence of the obligation to maintain confidentiality having been violated or ignored;
- (b) Information that the Party who receives it can prove it already had before or at the beginning of the performance of the Contract;
- (c) Information that the Party who receives it can prove it received from third Parties not subject to confidentiality agreement.

14.2. In addition to ensuring that the information and data provided are complete, the Provider (i) must restrict the publication of information reserved exclusively to these Representatives who genuinely need

to have it due to their involvement in performing the Contract ; (ii) will oblige the Provider's Representatives to comply fully with the obligation to maintain confidentiality stipulated in this paragraph; (iii) will be held responsible for any action or omission by the Provider's Representatives which leads to any violation of the obligation to maintain confidentiality.

Any and all information and data provided may only be used for the purposes of performing contractual activities. Enel reserves the right to take any legal action it considers necessary in order to defend its interest in case of any violation of the obligation to maintain confidentiality .

14.3. The Provider is obliged to create and manage logical and physical data – using the best techniques and international best- practices available in order to ensure the protection of such data from destruction, manipulation, unauthorized access or reproduction and, after the contract has expired, return any and all data, documents and information provided by Enel or in its possession for the purposes of performing contractual activities, in addition to destroying all copies and archives it may have, unless it has received written permission to the contrary from Enel.

14.4. Both Parties must ensure that no confidential information is divulged during the performance of the contract and for a period of five (5) years after it has expired, except where this is unnecessary for the performance of the contract or where required by law or by a Public Authority. When necessary, the Party which is asked to divulge confidential information must notify the other Party of this request (when legally possible) immediately, in order that the latter may take whatever action is necessary in order to protect its rights. The Parties shall only divulge information required by law and must obtain a statement from whoever receives the information that it will remain confidential.

14.5 If the information referring to or attached to the present Contract are classified by Enel as “highly confidential” the following rules must be applied:

- the password required to access IT Systems must be personal/individual, kept secret and changed every sixty (60) days;
- access to IT Systems must be restricted to software/tools provided specifically in order to perform the activities required;
- using network services or connections for purposes not related to the activities to be performed is forbidden;
- any transactions performed using Enel IT Systems must not violate applicable local law;
- the workstation utilized (permanent or temporary) may not be connected to internet services other than those provided/authorized by Enel and must have the required antivirus software installed. All measures must be taken in order to prevent the spread of viruses, malware and any other illicit software which may cause interruptions to service or loss of data;
- any email accounts, file saving or communication platforms (including social networks) must be provided or explicitly authorized by Enel;
- sensitive data must be stored, transmitted or cancelled using suitable encoding software;
- modifying the System set-up in order to avoid security checks is forbidden.

14.6. The Provider is forbidden from disclosing any information considered as confidential under this article by any means (by way of example, but not limited to newspaper articles, press releases, interviews) whatsoever. Both Parties shall agree in writing regarding the content, means of communication and publication date of any press articles, news items or communications of any type which regard the Contract or any issues/information connected to it.

14.7. Confidentiality does not apply to any information made public before the expiry date of the Contract, or which becomes public at any time thereafter, if not caused by a violation of the confidentiality requirements by one of the two Parties.

14.8. Both Parties acknowledge and agree that damages may not represent sufficient compensation for the violation of confidentiality and that the Party that suffers the violation will have the right to attempt to obtain further and other remediation or prevent any possible violation or danger of such violation.

This type of remediation will not be considered the sole remediation but it will be in addition to any other forms of compensation in compliance with the applicable law.

In any case of confidentiality requirements violation, Enel can decide to terminate the Contract and in addition, can propose an action aimed at obtaining compensation for damages.

14.9. With reference to the above, Enel reserves the right to perform periodic checks, with special attention to the security measures applied in cases where there is information considered and / or classified by Enel as confidential.

14.10. At any time, if required by Enel, the Provider shall return or destroy, or request that its representatives return or destroy, all copies of confidential information in writing or otherwise in its possession or its representatives' possession; furthermore, the Provider will make all reasonable efforts or will request its representatives to make all reasonable efforts to return or destroy any associated data, stored in electronic format, and will confirm the destruction of such to Enel within fifteen (15) days from the request.

14.11. Each Party acknowledges and agrees that the confidential information is and remains the exclusive property of the disclosing Party and its Representatives. Nothing contained in this Contract may be understood - unless it is expressly provided for and indicated in writing - as granting or conferring any license fee, either expressly or implicitly, or anything else regarding a possible intellectual property of the Party that discloses information concerning it, such as but not solely the rights of the Party that discloses in terms of patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, both before and after the performance of this Contract.

15. EXECUTION.

15.1. The Provider must, at his own expense, do all things necessary to ensure that the services are performed in accordance with the provisions of the Contract and shall observe the indications given by Enel in this regard.

15.2. The Provider shall be obliged to appoint, communicate to Enel and to maintain, throughout the performance of its activities under Contract, one or more Representatives, with full power to ensure the proper contract execution, acting as focal point for any aspects related to the contract in scope.

15.3. Enel undertakes to provide, if requested by the Provider, all necessary data for the performance of the activities covered by the Contract. If the data provided by Enel is insufficient or incomplete, the Provider undertakes to request missing information. In the absence of such request, Enel shall not be in any way responsible for the failure to comply with the provisions of the Contract.

15.4. Enel has the right to check and verify the exact fulfilment by the Provider of all obligations undertaken under the contract and all instructions issued by Enel, as well as the proper and timely performance by the Provider of all activities necessary for the execution of the Contract in a skilful manner, and in accordance with the terms and conditions set forth in the Contract.

Without prejudice to its right to terminate the Contract, if Enel, at the outcome of said checks, in any manner and at its sole discretion, determines that there have been breaches in the exact execution of the Contract - also consisting of errors or inaccuracies - the Provider shall remedy the deficiencies at its own expense; no contractual deadline will be postponed while the Provider remedies its deficiencies.

15.5. If required by the contractual documents, the Provider must compile and deliver a progress report to Enel.

Enel may, at any time, check the contents of the progress report in order to verify fulfilment of the contractual obligations.

15.6. The Provider shall be responsible for any additional costs and any other expenses that may result from contractual activities for reasons attributable to the same.

16. SUSPENSION, WITHDRAWAL AND TERMINATION.

16.1. Suspension.

16.1.1. If, for any reason, Enel considers necessary or is obliged to suspend all or part of the activities covered by the Contract, it shall send a written communication to the Provider, stating the cause and providing an estimate of its duration, the Provider hereby declaring that he expressly accepts such provisions.

Therefore, with effect from the date specified in the communication, the Provider must cease the performance of activities and all its other obligations arising from applicable law and/or established in the Contract.

In this case, the Provider shall not be entitled to any remuneration or compensation for the higher costs associated with the suspension

The resumption of activities must be communicated by Enel in advance, in writing, to the Provider and it must take place not later than the date specified therein.

The Provider shall be entitled to payment, as defined in the Contract, for the activities it has already carried out. Payment of activities not provided for in the Contract which, at the time of notification, are in an advanced state of execution, shall be negotiated by the Parties.

16.2. Withdrawal.

16.2.1. Enel may withdraw from the Contract at any time and regardless of the progress of the contractual activities, the Provider hereby declaring that he expressly accepts such provisions. In particular, Enel may withdraw from the contract whenever has in its possession information regarding the loss of the requirements of honesty by the Provider.

Withdrawal must be communicated in a signed deed with proof of receipt and shall take effect from the date of receipt. Enel shall communicate which activities must be completed and which must be stopped immediately. The activities that are regularly performed until the date of withdrawal shall be compensated in accordance with the contractual prices. Activities which have been interrupted and those not yet performed, shall be subject to reimbursement of documented expenses for existing and irrevocable commitments without financial consequences, or the documented value of the consequences thereof, if the latter is more favourable to Enel, the Provider expressly accepts the provisions mentioned above.

Even in the event of withdrawal, the Confidentiality obligations, indicated in the related article, shall be not prejudiced.

16.3. Termination for reasons attributable to the Provider.

16.3.1. Enel may terminate the Contract in the cases provided by law and/ or in the following cases, where there is a cause preventing or significantly affecting the proper performance of the service covered by the Contract, the Provider hereby declaring that he expressly accepts such provisions. For example, in the event of:

- a) dissolution, transformation, reduction of capital or significant changes in the Provider's governing bodies, if such changes have a negative effect on the execution of the Contract or contravene the provisions of art. 18, "Ethical conduct rules";
- b) decrease in financial capacity or financial solvency that affects the normal and regular fulfilment of the Provider's obligations;
- c) non-performance of all or part of the services by deadline (including interim or partial deadlines) stipulated in the Contract;
- d) non-compliance with the terms and conditions stipulated in the Contract;

- e) impossibility for the Provider to obtain timely certificates and approvals required for the proper performance of the Contract related to its activities while the Contract is in force;
- f) failure to fulfil obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the law applicable to the Contract;
- g) ascertainment, at any time after the signing of the Contract, of the omission and/or of the falsity of information and declarations provided by the Provider related to the fulfilment of the legal, economic, financial, technical or contractual conditions;
- h) refusal by the Provider to begin the performance of activities under the Contract;
- i) refusal by the Provider to resume the performance of activities under the Contract which Enel - for whatever reason - had ordered to be suspended, where Enel has ordered them to be resumed;
- j) carrying out by the Provider of repeated acts that are harmful to Enel's image;
- k) loss of the requirements of honesty by the Provider;
- l) breach of the obligations of the Provider on the subject of health and safety of the workers stated in the article 5.2;
- m) actions, omissions, behaviors, situations concerning the Provider that may cause a reputational risk for Enel and that are such as to minimize Enel's trust regarding the honourability, the integrity of the Contractor and his reliability in the execution of activities under the Contract;
- n) loss of even one of the requirements required for Qualification (if required), for the conclusion and execution of the Contract.

Should the Provider not inform Enel of the situations described above, and without prejudice to the right of the latter to terminate the Contract, Enel may suspend payments due to the Provider in order to fulfil contractual obligations with third parties arising from non-execution of the Contract by the Provider.

16.3.2. In the cases described above, Enel may terminate the Contract from the date it sends a written communication - also in an electronic format, where this is provided in the Contract- to the Provider, or require the Provider to comply, without prejudice to the right to claim compensation for any damages or injury it has suffered.

16.3.3. In all of the above cases, Enel may, without prejudice to its right to apply penalties and/or to take legal action in relation to its right to compensation for damages, take the following steps:

- a. suspend payments still due to the Provider;
- b. enforce any financial guarantees provided by the Provider.

17. COMMUNICATIONS.

17.1. Communications between the Parties shall be in writing, at the address, under the terms and modalities stated in the Agreement.

Unless otherwise provided in the Agreement, the communications between Enel and the Provider are considered valid only if made in writing to the person individuated as "Contract Manager".

17.2. Enel reserves the right to use electronic procedures for the exchange of documents relating to the Contract.

Any written document must be registered both when sent and when received.

When the contractual documents refer to statements, - notifications, documents for which the signature is required, are admitted only on hard support (on paper).



Any Contracting Party can change its contact information by submitting a communication to the other Party with a notification of five (5) business days.

17.3. The Provider shall abide by and promptly give effect to all communications it receives from Enel, without any further formalities.

17.4. The Provider has the obligation to promptly report to Enel any changes to its data (such as: VAT number, address, company name, etc.) or changes in ownership/corporate shareholding.

18. ETHICAL CONDUCT RULES.

18.1. Introduction.

18.1.1. In conducting its affairs and in the management of its relationships, the Enel Group complies with the contents of its Code of Ethics, the Zero Tolerance Plan against Corruption and Human Rights Policy., that may be consulted at the following address:

<https://globalprocurement.enel.com/ro.html>

The Provider shall comply with equivalent principles in conducting its business activities and in the management of its relationships with third parties.

The Provider declares that it takes note of the commitments assumed by Enel with its Code of Ethics and declares that it undertakes to comply with legal regulations regarding the issue of the protection of child labour and women; equal treatment; the prohibition against discrimination; abuse and molestation; freedom of association and representation; forced labour; safety and protection of the environment; hygienic sanitary conditions; as well as compliance with current laws regarding salaries, pension and social security contributions, insurance, tax, and all of this in regard to all the workers employed in any capacity to execute the Contract. "International Labour Organization" conventions or regulations in force, will be applicable in the country where the activities are performed, in case they are more restrictive.

In this respect, Enel reserves the right to carry out any verification and monitoring activity aimed at checking compliance with the above-mentioned obligations by the Provider and to terminate the Contract with immediate effect if it ascertains that the above-mentioned obligations have been breached.

Enel adheres to the Global Compact, and in compliance with the tenth Global Compact principle, it intends to pursue its commitment to the fight against corruption in all its forms. Therefore, Enel prohibits any promises, offers, or requests of illegal payments, in cash or other benefits, with the objective of gaining an advantage in its relationships with stakeholders, and this prohibition is extended to all its employees. The Provider declares that it takes note of the commitments made by Enel and is obliged not to make any promises, offers or requests of illegal payments in executing this contract in the interests of Enel and/or for the benefit of its employees.

If these obligations are breached, Enel reserves the right to terminate the contract, and to require the Provider to pay compensation for damages.

18.2. Conflict of Interest.

18.2.1. While performing the Contract, the Provider is obliged to exclusively consider Enel interests, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

For the duration of the Contract, the Provider undertakes to behave appropriately to avoid conflicts of interest. If any situation which might generate a conflict of interest arises - without prejudice the right of Enel to terminate the Contract - the Provider agrees to promptly inform Enel in writing and to comply with the reasonable instructions of the latter, which shall be given after consultation and the assessment of the needs specified by the Provider.



The Provider undertakes to provide Enel the statement referred to in Attachment 1 of this document, duly signed at the conclusion date of this agreement.

18.3. Company Health & Safety Clause.

18.3.1. For Enel, the protection of health and safety and physical and psychological integrity of persons, is not only a legal obligation but a moral responsibility, towards its employees and its Providers.

The goal of Enel is to achieve a working environment with "Zero Accidents". In Enel, no work can be done compromising safety. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior will determine the suspension of work and the restoration of safety conditions.

Enel is strongly and constantly engaged in promoting and consolidating a culture of health and safety, promoting a greater focus and awareness of the risks and encouraging responsible behavior on the part of those who work with us and for us.

The Declaration of Commitment to health and safety and of Stop Work Policy can be found at the following addresses:

<https://globalprocurement.enel.com/ro.html>

Providers, in the performance of business activities, are expected to behave in line with the principles set out therein.

18.4. Confidentiality declaration and regulations regarding the use of information systems of ENEL¹

The Provider undertakes to comply with the obligations provided in Attachment 2 of this document. It also undertakes to provide Enel with the statements listed in Attachment, duly signed at the conclusion date of this agreement.

18.5 Integrity Clause.

18.5.1. With the bid submission and /or the acceptance of the Contract, the Bidder/Provider² declares:

- to take note of the commitments made by Enel S.p.A. and by the Companies it controls directly or indirectly (hereinafter "Enel"), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- ³ to be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;
- ³ to not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;

¹ This provision applies to Agreements providing access to offices of Enel and/or access and processing of data and information of Enel Group, and the use by the Provider, of the information systems of Enel.

² The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and/or the technical director, in the case of an individual company; (b) the associates and/or the technical director, whether it is a general partnership; (c) the associated partners and/or the technical director, if it is a limited partnership; (d) the managers with power of representation and/or the technical director and/or the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Company where their position is carried out and, if applicable, on behalf of the Parent Company and of** (e) holder and/or the technical director, in the case of an individual company; (f) the associates and/or the technical director, whether it is a general partnership; (g) the associated partners and/or the technical director, if it is a limited partnership; (h) the managers with power of representation and/or the technical director and/or the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Parent Company.**

³ For itself and for the persons listed in note 2.

- to take note and authorize that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present article - Enel may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

18.5.2. The Bidder/Provider undertakes to promptly inform and provide any relevant documentation to Enel:

- 1) in the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous point 0;
- 2) in the case of subjection to criminal investigation referred to in the third bullet of the previous point 0

Enel reserves its right to analyze at its sole discretion the above-mentioned information, for the purposes of assessment of the professional conduct of the Bidder/Provider itself and of the Company concerned.

19. GLOBAL COMPACT.

19.1. The Provider undertakes to take ownership and fully comply with the principles of the Global Compact, ensuring that all activities carried out by its own personnel, comply with the above-mentioned principles.

19.2. The following are the principles of the Global Compact:

a) HUMAN RIGHTS.

One: Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.

Two: Any business must ensure that they do not take part in human rights violations.

b) WORK.

Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.

Four: Any business must support the elimination of all forms of forced labour carried out under duress.

Five: Any business must support the elimination of child labour.

Six: Any business must support the elimination of discriminatory practices in employment and education.

c) ENVIRONMENT.

Seven: Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.

Eight: Any business must support initiatives to promote greater environmental responsibility.

Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

d) CORRUPTION.

Ten: Any business must work against corruption in all its forms, including extortion.

19.3. The Provider undertakes to comply with applicable current legislation, bound by the above-mentioned principles, and undertakes to inform Enel of any situation which may result in failure to fulfil these principles, as well as the plan to remedy such situations.



19.4. For the duration of the Contract, the Provider agrees to allow Enel to verify the degree of compliance with the requirements of this clause. Enel may terminate the Contract, for reasons attributable to the Provider, in cases in which it is justifiably and sufficiently aware that the Provider has violated any of the above-mentioned principles.

20. APPLICABLE LAW AND JURISDICTION

20.1. The Contract shall be governed and construed in accordance with the laws of Romania.

20.2. Any disputes that may arise between the Parties concerning the interpretation or performance of the Contract shall be settled by the competent court in Bucharest/Timișoara/Constanța (as the case may be) under the conditions of the law, in compliance with pre-court procedures, where appropriate.

ATTACHMENT 1
STATEMENT¹
regarding conflict of interests

The undersigned true and lawful attorney of _____
_____ ,

(denomination/name and location/ address) acting as of the contract for declare that I do not have as members in the Board of Directors/management or supervisory body and/or shareholders or associates which are my husband/wife or close relatives to the second degree or in business relationships trade with people who hold decision-making positions within the contracting authority.

I, the undersigned, declare that the information provided are complete and true in every detail and I understand that Enel has the right to ask, for verification and confirmation of statements, any supporting documents I have.

I understand that if this statement is not consistent with reality I am liable for violation of criminal law regarding false statements.

This declaration is valid for the entire period of contract performance.

Date of filling in

(capacity of the signatory party),

(authorized signature)

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management

ATTACHMENT 2
REGARDING the SAFETY OF USING THE INFORMATION SYSTEMS OF ENEL

CONFIDENTIALITY STATEMENT¹

AGREEMENT no. **as of**

OBJECT:

The
undersigned:

.....
(name and surname of the informant)

☐ Individual (check only if the respective Agreement is not concluded with a Company)

(to be filled in only if the respective Agreement is concluded with a Company)

☐ Owner

} of _____
(Name/Headquarters of the Company)

☐ True and lawful attorney

DECLARES:

- the list of all authorized persons, who in connection with the Agreement, have the right to enter the premises of Enel and/or to access data and information on Enel Group is composed of:

1) Mr/Mrs.....

(Name, Surname)

2) Mr/Mrs.....

(Name, Surname)

- that each of the above persons signed the specific individual confidentiality clause, attached to this statement;
➤ that the person responsible to keep the list above updated is:

Mr/Mrs _____ email _____ Phone _____ Fax _____

Attached no. ____ clauses of individual confidentiality

Date _____

Informant

.....

Signature and stamp

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management

INDIVIDUAL CONFIDENTIALITY STATEMENT

AGREEMENT no. AS OF

.....

OBJECT:

.....

The undersigned

Born in (.....), on

.....

(To be filled in only if the respective Agreement is concluded with a Company)

☐ employee

☐ consultant

} of Company

Regarding the related Agreement, he/she undertakes:

- not disseminate or disclose to third parties the information collected, opinions, studies, and other elements that could be provided by Enel to perform the related Agreement and use this information only for the purposes of this Agreement, except where the undersigned must comply with legal obligations or requirements of public authorities to which he/she cannot legally refuse to fulfil;
- regularly inspect and comply with the security requirements regarding the data provided in the Annex, in case he/she possibly uses the systems made available by Enel and store with maximum care all the documents on paper and/or electronically, obtained or produced during the performance of activities.

The information disclosed by Enel or resulting from public official documents are excluded from the scope of confidentiality obligations.

The confidentiality obligations are fixed for a period of 5 years from the expiry of this commitment, even in the event of cessation and termination, direct or indirect of the contractual relationship with Enel.

For acceptance

Signature

Date:

SECURITY INSTRUCTIONS FOR THE USE OF INFORMATION SYSTEMS OF ENEL

All data, information and information systems provided by the Enel Group are the property of the company and their use will be made only with the approval of Enel.

Access to data, information and information systems owned by Enel Group and their use should be implemented in accordance with safety regulations below:

- access will be granted only after signing certain confidentiality clauses, strictly to fulfil the tasks and activities covered by the contract for a limited time. The limited period of time allowed for access will not exceed the contract's validity period.
- access is made by compliance with Enel policies, rules and procedures, regarding information security, legal framework in force and the right to privacy of other colleagues.
- access is made by ensuring the principles of integrity, availability and confidentiality of data, information and information systems.
- the access key to Enel information systems must be used exclusively used by the staff and only for the fulfilment of work tasks. The password must be kept confidential and changed at least every 60 days or whenever there is a suspicion of being compromised. If using other authentication mechanisms, they must be used and held in maximum security.
- the users of access rights are responsible for the use method of the information resources and for the actions which may damage the security of information resources.
- the users of access rights, by their actions, must not try to compromise the protection of information systems and must not perform actions affecting the privacy, integrity or availability of any type of information.
- depending on the risk degree, access to data, information and information systems is monitored. Enel reserves the right to review daily, or from time to time, logs containing relevant security events of the information describing the actions of the users of access rights.
- when they provide or discover non-compliance with IT security measures, IT security breaches, possible vulnerabilities, risks or threats to information systems, users are required to report these to the Security Department, who will investigate and act accordingly.
- the level of the right of access to the information system should be limited to the components necessary for carrying out the activities covered by the contract. Even if the granted level of access allows access to other components that are not needed, access must be used in good faith.
- access rights, equipment and information systems should not be used to connect to the Internet or other open networks, other than those that may be provided by Enel.
- equipment not provided by Enel and needed for the performance of contractual activities, may be connected in the Enel network only if access is granted (at least by e-mail). The configuration of these devices must comply with the information security policy and have implemented updated IT security measures to prevent the programs such as virus, Trojan, worms and other malicious or illicit programs that can cause failures to Enel computer service.
- the users of access rights should not handle the data and information in electronic format which contravenes laws, which contain racist, abusive, discriminatory, pornographic, paedophile, racist content, content inciting to the use of prohibited substance, war crimes, crimes against humanity , rape, murder, violence, or pirated software or pirated media files that can harm the Enel Group.

In compliance with the requirements above, Enel reserves the right to prohibit the improper use of its IT infrastructure, without prejudice the compliance with the provisions of legislation in force. Nevertheless, Enel also reserves the right to notify the competent judicial authorities on any possible infringement of regulations which might be considered an offense.