



wayfor

powered by Eni International Resources

Wayfor
Eni House
10 Ebury Bridge Road
London SW1W 8PZ
United Kingdom
www.wayfor.global

CANDIDATE PRIVACY NOTICE AND CANDIDATE TERMS & CONDITIONS

CANDIDATES' PRIVACY NOTICE pursuant to Articles 13 and 14 of UK General Data Protection Regulation

As required by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”), the UK General Data Protection Regulation (“**UK GDPR**”) and the UK Data Protection Act 2018, Eni International Resources Limited (“**EIRL**”, “**Company**” or the “**Data Controller**”) provides you the following information regarding the processing of your personal data (“**Personal Data**” or “**Data**”) in the context of the recruitment activities carried out by EIRL through Wayfor recruitment services (“**Wayfor**”).

1. Data Controller

The Data Controller is Eni International Resources Ltd, with registered office at 10 Ebury Bridge Road, London, SW1W 8PZ.

2. Data Protection Officer

The Company has appointed a Data Protection Officer, who can be contacted at the following e-mail address: dpo@eni.com.

3. Personal Data Processed and Source

The Company may process Data provided directly by you, contained in your CV and other relevant documents uploaded by you within Wayfor (such as but not limited to, academic qualifications, certificates, resumes, participation attestations etc.) and/or collected from job-related social profiles referred to you (e.g. LinkedIn). In particular, the following Personal Data may be processed:

- personal, professional and contact details, such as information on your educational background, professional experience, qualifications, certifications, professional licenses, expected remuneration etc.;
- data necessary for your registration on Wayfor and the creation of your candidate profile (“**Candidate Profile**”), including name, surname, contact detail and password.

In any case, we invite you not to include in your CV and/or transmit to the Company any special categories of Personal Data or information from which such Data may be inferred (e.g., data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health data, or data concerning sex life or sexual orientation).



4. Purposes of the Processing and Legal Basis

a. Necessity for the performance of Wayfor recruitment activities according to your request to access Wayfor services (art. 6(1)(b) UK GDPR)

The Data Controller may process your Personal Data to manage the recruitment process, both when you apply for specific positions on Wayfor and when you submit a spontaneous application. In the latter case, the Company may also share your Personal Data with potential employers who may be interested in assessing your professional profile.

Furthermore, the Data Controller may contact you through different communication channels (e.g., email, telephone, text messages, etc.) to request clarification regarding the information included in your Candidate Profile, as well as to provide updates on the status of your applications.

b. Consent of the data subject (art. 6(1)(a) UK GDPR)

Where you have applied for a specific vacancy with Wayfor and, subject to your consent, if you are unsuccessful or withdraw from the recruitment process, Wayfor may retain your Personal Data to contact you about other job opportunities that may be suitable for your profile (for example, by email, text message, or telephone).

c. Legitimate interest of the Data Controller (art. 6(1)(f) UK GDPR)

The Data Controller may process your Personal Data

- for recruitment purposes, by collecting those available on job search platforms, such as LinkedIn, and contacting you on the same platforms, to propose vacancies managed by the Company that may be of potential interest to you, on the basis of the Data Controller and prospective employer's legitimate interest in the recruitment activities;
- to ascertain, exercise or defend a right of the Data Controller or of a third party before the courts or out of the courts, on the basis of the legitimate interest of the Data Controller or a third party in protecting its rights.

d. Compliance with legal obligations (art. 6(1)(c) UK GDPR)

Your Personal Data may be processed by the Data Controller in order to ensure compliance with legal obligations to which EIRL is subject to and to respond to eventual requests coming from public authorities.

5. Means of the Processing

Personal Data may be processed with the aid of electronic or automated systems, managed through tools that ensure security and confidentiality, and will include every operation or set of operations necessary for the processing.

6. Persons Authorised to Process and Recipients of Personal Data

Personal Data are processed by personnel appointed by the Data Controller to pursue the purposes described in paragraph 4, as persons authorised to process. For such purposes, the Data Controller may transmit your Personal Data to third parties, such as, for example, those belonging to the following subjects or categories of subjects:



- police forces, armed forces and other public administrations, for the fulfillment of obligations established by law and other regulations or where requested by them;
- Eni S.p.A. and other companies controlled by Eni S.p.A.;
- to prospective employers that offer positions you may be interested in or that are interested in your profile;
- other companies contractually linked to the Data Controller who may carry out provision of IT services, consultancy activities, support for the provision of services etc.

We remind you that your Personal Data will not be disseminated, unless required by law.

With respect to the Personal Data disclosed to them, recipients in the above categories may operate, as the case may be, as data processors (in which case they will receive appropriate instructions from the Data Controller) or as independent data controllers. The Data Controller guarantees the utmost care so that the communication of your Personal Data to the aforementioned recipients only concerns the Data necessary to achieve the specific purposes for which they are intended.

7. Transfer of Personal Data

Where this serves the purposes described in paragraph 4, Personal Data might also be transferred abroad to companies based outside the UK. Some of the jurisdictions outside the UK might not guarantee the same level of Personal Data protection guaranteed within the UK. In this case, the Data Controller undertakes to regulate the transfer and subsequent processing of Personal Data adopting every safeguard required by Article 46 UK GDPR, if it is not possible to use one of the derogations listed in Article 49 UK GDPR.

8. Storage of Personal Data

The Personal Data will be stored in the Data Controller's filing systems, including automated ones, and protected by appropriate security measures, until the purposes described in section 4 above have been achieved, after which they will be erased. Specifically, Data will be retained

- for two years from:
 - the date of submitting the application or from the last update made on Candidate Profile;
 - when the candidate has been involved in any recruitment process;
 - the collection of data subject's consent to retain their Data to receive updates regarding other job opportunities that may be suitable with their candidate profile;
- for 60 days from the date of the data subject's last interaction following contact by the Company or from the date of the Company's first contact, if no further interaction from the data subject takes place.

In any case, Personal Data might be retained for longer in the event of litigation or requests from competent authorities or where required by applicable law.



9. Rights of Data Subjects

Where applicable, and within the limits set by the UK GDPR, you are entitled to:

- obtain confirmation from the Data Controller as to whether or not your Personal Data are being processed, and, where that is the case, access to the information listed in article 15 UK GDPR;
- obtain from the Data Controller the rectification of inaccurate Personal Data, or, taking into account the purposes of the processing, have incomplete Personal Data completed in accordance with article 16 UK GDPR;
- obtain from the Data Controller the erasure of Personal Data, where one of the grounds listed in article 17 UK GDPR applies;
- obtain from the Data Controller the restriction of processing of Personal Data in the cases listed in article 18 UK GDPR;
- receive - in a structured, commonly used and machine-readable format - the Personal Data provided to the Data Controller, so that you may transmit those data to another data controller without hindrance, in accordance with article 20 UK GDPR;
- object to the processing of your Personal Data on the basis of your particular situation, unless there are compelling legitimate grounds for the processing that override your interests, rights and freedoms or compelling legitimate grounds for the establishment, exercise or defence of legal claims, in accordance with article 21 UK GDPR;
- withdraw your consent at any time. Processing of Personal Data carried out by the Data Controller before the withdrawal of consent, however, remains valid.

You can exercise these rights by writing to the Data Controller, or to the Data Protection Officer at the e-mail address dpo@eni.com. Without prejudice to your right to initiate other administrative or judicial proceedings, you also have the right to lodge a complaint with the competent supervisory authority (for UK: *Information Commissioner's Office*) if you believe that there has been a breach of your rights with regard to the protection of your Personal Data.

10. Changes to this Privacy Notice

We reserve the right to update this policy at any time, and we will notify you when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your Personal Data.



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CANDIDATE TERMS & CONDITIONS

This Candidate Agreement (“Agreement”) is entered into between:

1. Eni International Resources Limited (“EIRL”), trading as WAYFOR (“WAYFOR”, “we”, “us”), being the legal entity responsible for providing the recruitment services described in this Agreement; and
2. The individual candidate (“Candidate”, “you”).

For the purposes of this Agreement, any reference to “WAYFOR” shall be deemed to refer to EIRL operating under the WAYFOR brand.

Candidate Terms and Conditions of Business

This Agreement sets out the Terms and Conditions (“T&Cs”) under which WAYFOR will introduce the Candidate to potential Client Organisation and the obligations of both parties.

A Candidate will be deemed to have accepted and agreed to these T&Cs, when they submit their Curriculum Vitae (“CV”) to WAYFOR or by virtue of their registration on the WAYFOR website <https://jobs.wayfor.global/>

WAYFOR and the Candidate are each a Party to this Agreement and are collectively referred to as the “Parties” as the context requires, without prejudice to or limitation of their respective independent capacities, interests, rights and obligations.

1. Definitions

In this Agreement, the following terms shall have the meanings set out below:

Agreement: The Agreement containing these T&Cs.

Candidate: The individual who enters this Agreement with WAYFOR by submitting his/her CV via an external recruitment platform or registering on the WAYFOR website, and who confirms accordingly by entering this Agreement that he/she (i) is seeking employment opportunities through WAYFOR and (ii) has clearly expressed interest and availability to be considered for recruitment and selection processes conducted by WAYFOR.

Client Organisation: Any third-party entity to which WAYFOR may introduce the Candidate for recruitment and selection purposes, in accordance with WAYFOR’s mandate from that entity.

Services: The recruitment services provided by WAYFOR as described in this Agreement.

Personal Data: Information relating to the Candidate as defined under UK GDPR.

2. Services Provided

WAYFOR, acting as an employment agency in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, may act of behalf of the Candidate to search for and



identify potential employment opportunities with Client Organisations. This service is provided at no cost to the Candidate and WAYFOR will not request, receive or hold any money or financial benefit on behalf of the Candidate.

For avoidance of doubt, nothing in this Agreement creates, or shall construe as creating, any obligation for the Candidate (or any related party) to make any payment, provide any financial benefit, or transfer any goods or items of value to WAYFOR, its directors, officers, employees or shareholders, representatives, or any Client Organisation.

Accordingly, the Parties acknowledge and confirm that nothing in this Agreement is construed, provided, or capable of interpretation as giving rise to any obligation, undertaking, or commitment on the part of the Candidate (or related party) to award, pay, promise or otherwise provide, at any time, in any jurisdiction, or any form, in favor of WAYFOR or any of its directors, officers, employees or shareholders (collectively, "WAYFOR and its Subjects") whether jointly or severally, any of the following, in connection with the execution of this Agreement and/or the Candidate's participation in recruitment and selection processes conducted by WAYFOR or the outcome thereof:

Any payment; or

Any form of financial benefit or profit;

Any award or arrangement capable of generating financial benefit or profit; or

Any transfers of goods or items of any nature having material economic value.

WAYFOR does not guarantee that employment opportunities will be identified or that the Candidate will be successful in any recruitment process conducted on behalf of a Client Organisation.

3. Candidate Consent & Data Protection

The Candidate consents to WAYFOR processing and sharing their Personal Data with Client Organisations for the purpose of identifying and securing employment opportunities. WAYFOR shall process Personal Data in accordance with UK General Data Protection Regulation ("UK GDPR") and the UK Data Protection Act 2018. Candidates may exercise their rights by contacting WAYFOR's Data Protection Officer at dpo@eni.com

4. Candidate Obligations

The Candidate expressly consents to WAYFOR providing their Personal Data, CV, qualifications, experience, training, and any other relevant information to Client Organisations for the purposes of fulfilling the Services and identifying potential employment opportunities, in accordance with Regulation 28 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

The Candidate shall:

Provide accurate and up-to-date documentation, including but not limited to qualifications and membership of professional bodies, proof of identity and right to work, to the extent necessary for WAYFOR to assess the Candidate's suitability for roles and to comply with legal requirements relating to WAYFOR's activity and any recruitment and selection process involving the Candidate at any stage.



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Notify WAYFOR promptly of any changes to circumstances that may affect eligibility or participation of the Candidate in recruitment and selection processes or their relevant outcome.

Not act in any way that may damage WAYFOR's relationship with Client Organisations. This includes, but is not limited to, ensuring that all information provided is complete, accurate and not misleading. Submitting false or outdated information may result in removal from recruitment processes.

5. WAYFOR's Obligations & Limitations

Before introducing the Candidate to a Client Organisation, WAYFOR will provide the key information about the role supplied by the Client Organisation, which may include duties, location, working hours, start date, duration, required qualifications or experience, remuneration and expenses.

WAYFOR will not introduce the Candidate unless the Candidate has confirmed they wish to be put forward for that specific role.

WAYFOR will take reasonable steps to ensure that an introduction would not be detrimental to the interests of either the Candidate or the Client Organisation.

Under this Agreement, neither WAYFOR nor any of its Subjects, acting within their respective and independent roles and capacities, guarantees to the Candidate the suitability, availability, or outcome of any employment opportunity.

The Candidate acknowledges that Client Organisations have the responsibility for the review of CVs, shortlisting, conducting interviews and making job offers.

WAYFOR and its Subjects accept no liability, and the Candidate hereby irrevocably waives, to the fullest extent permitted by applicable law and without restriction or exception, any liability of WAYFOR and its Subjects, for any loss, damage or expense arising from:

a Candidate's decision to resign from an existing employer or to cease, suspend or otherwise terminate any self-employed or independent professional activity; or

any act, omission or decision by a Client Organisation, including but not limited to:

failure to meet the Candidate's requirements or expectations;

failure to respond to, or rejection of, your job application;

failure to confirm or attend an interview;

failure to provide feedback after an interview;

withdrawal by a Client Organisation of an oral or written job offer;

absence of any job offer following participation in a recruitment process;

c) any loss, injury, damage, burden, or expense incurred by the Candidate in connection with registration with WAYFOR or participation in recruitment and selection processes carried out by WAYFOR, without prejudice to or limitation to the provisions of Clause 2 provided in this Agreement.



6. Confidentiality

Both Parties agree to maintain the confidentiality of all information shared under this Agreement, except where:

- (a) disclosure is required or permitted by law, any Court, any regulator or any enforcement body;
- (b) the information has already come into the public domain, other than through the default or negligence of the relevant Party;
- (c) the other Party consents to disclosure; or
- (d) disclosure is required in order to perform the Services.

7. Effective Date and Termination

Either Party may terminate this Agreement at any time by providing not less than 14 calendar days' written notice to the other Party.

No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

This Agreement will be intended as entered between the Parties on the date when the Candidate has submitted his/her CV to WAYFOR via an external recruitment platform or has registered in the WAYFOR website and is fully effective starting from the same date.

8. Complaints Procedure

The Candidate may raise a complaint regarding the Services by contacting info@wayfor.global. If unresolved, the Candidate may contact the Employment Agency Standards Inspectorate.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions. Any variation must be agreed in writing.

Save for any Subjects or group companies of WAYFOR, a person, firm or company which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.