



SUMMARY

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INDIA STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are incorporated into the Agreement by and between the Company and the Contractor as of the Effective Date with the same force and effect as if they were set forth in full text therein. In addition to the provisions set forth in the Agreement, the following conditions shall apply:

1. DEFINITIONS

As used herein, capitalized terms shall have the meanings specified as follows:

"Acceptance" has the meaning provided in Section 7 of these Standard Terms and Conditions.

"Acceptance Certificate" means the form set forth as Exhibit to the Agreement.

"Affiliate" means, in relation to any Person, any other Person, who: (a) directly or indirectly controls, or is controlled by, or is under common control with, such Person; or (b) directly or indirectly beneficially owns or holds fifty per cent (50%) or more of any class of voting shares or other equity interests of such Person; or (c) has fifty per cent (50%) or more of any class of voting shares or other equity interests that is directly or indirectly beneficially owned or held by such Person, or (d) either holds a general partnership interest in such Person or such Person holds a general partnership interest in the other Person. For purposes of this definition, the word "controls" means possession, directly or indirectly of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

"Agreement" means the written contract entered into by Company and Contractor which incorporates these Standard Contractual Conditions by reference, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof. Any reference to the Agreement shall be deemed to include the Contract Documents.

"Applicable Law(s)" means any act, statute, law, regulation, Permit (including Applicable Permits), ordinance, rule, judgment, order, decree, directive, guideline or policy (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any Governmental Authority with jurisdiction over Contractor, Company, or the Scope of the Agreement to be performed under the Agreement, and includes any of the same as they may be amended or imposed from time-to-time.

"Applicable Permits" means any and all Permits from or required by any Governmental Authority that are necessary for the performance of the services / supplies / works.

"Business Day" or "business day" means any Day excluding Saturdays, Sundays and public holidays in the Republic of India.

"Change" has the meaning set forth in Section 20.3.

"Change Order" means a material change in the Agreement as agreed in writing by the Parties.

"Company" means the Party identified as such in the Agreement. Company may equally be referred to as "Buyer", "Client" or "Customer".

"Coordinator(s)" shall mean the person(s) nominated as such by each Party in the Agreement that will have responsibility for and will act as a single point of contact in all day-to-day matters related to the Agreement.

"Confidential Information" has the meaning set forth in Section 14.

"Contract Documents" shall mean the documents identified as such in the Agreement.

"Contract Price" shall mean the price for the performance of the Scope of the Agreement as set forth in the Agreement.

"Contractor" means the Party identified as such in the Agreement. Contractor may equally be referred to as "Supplier" or "Vendor".

"Currency" means the currency or currencies in which the Contract Price is expressed, and may be referenced by their official name, their customary sign or their 3-letter Code according to the ISO 4217 standard.

"Day" or "day" means a period of 24 (twenty-four) consecutive hours from 12:00 midnight, and shall include Saturdays, Sundays and all public holidays.



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"Dispute" has the meaning set forth in Section 18.1 of these Standard Contractual Conditions.

"Effective Date" means the date, as stipulated in the Agreement, when the Agreement is entered into.

"Financially Distressed" means in relation to any entity:

- a) it appears to be reasonably unlikely to be able to pay all of its debts as they become due and payable within the immediately ensuing six months; or
- b) it appears to be reasonably likely to become insolvent within the immediately ensuing 6 (six) months;

"Financing Parties" means the lenders, securityholders, investors, institutions, equity Contractors and other Persons providing debt, equity, or tax equity financing or refinancing to or on behalf of Company for the development, construction, ownership, operation or maintenance of a Project or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"Force Majeure Event" shall have the meaning set forth in Section 16.1 of these Standard Terms and Conditions.

"Goods" means Contractor's equipment, materials, plant and temporary Works, or any of them as appropriate.

"Governmental Authority" means any and all foreign, national city, municipal, local or regional authorities, departments, bodies, commissions, corporations, branches, directorates, agencies, ministries, courts, tribunals, judicial authorities, legislative bodies, administrative bodies, regulatory bodies, autonomous or quasi-autonomous entities or taxing authorities or any department, municipality or other political subdivision thereof.

"HSE Terms" means the document entitled "Health, Safety and Environmental Terms" attached to, and forming part of, this Agreement.

"Insolvency Event" means in relation to an entity:

- (a) a receiver, liquidator, business rescue practitioner, trustee or similar official appointed over any of the assets or undertaking of the entity;
- (b) the entity suspends payment of its debts generally;
- (c) the entity is or becomes Financially Distressed;
- (d) the entity enters into or resolves to enter into any arrangement, scheme or compromise with, or assignment for the benefit of, its creditors generally or any class of them;
- (e) an application or order is made for the winding-up or dissolution of, or the appointment of a provisional liquidator, to the entity or a resolution is passed or steps are taken to pass a resolution for the winding-up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction which has the prior consent of all shareholders, or steps are taken to commence business rescue proceedings under the *Companies Act, 2013*.

"Intellectual Property Rights" has the meaning set forth in Article 12.

"Interest Rate" means the lesser of: (a) the per annum rate of interest equal to the benchmark prime lending rate as may from time to time may be charged by **State Bank of India** on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time, on the basis that such interest is compounded monthly in arrears and calculated on a 365 day year factor, irrespective of whether or not the year is a leap year (and which rate of interest is at times also referred to as the prime commercial overdraft rate of interest). In the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager whose appointment it will not be necessary to prove, of any branch of **State Bank of India**, whose certificate shall be prima facie proof thereof, plus 1.5% (one point five percent); and (b) the maximum rate permitted by Applicable Law.

"Liquidated Damages" such amount as the Parties agree the Contractor will pay to the Company as pre-determined damages if the Contractor breaches the terms of the Agreement whether in respect of an act or omission which is in conflict with the Contractor's contractual obligations.

"Party" or "Parties" means, respectively, a party or both parties to this Agreement.

"Permit" means any waiver, exemption, variance, certificate, franchise, permit, approval, exemption, authorization, clearance, license, consent, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority.



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"Person" means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership, Governmental Authority or other entity of whatever nature (whether or not having separate legal personality).

"Personnel" means, with respect to a Party or entity, such Party's or entity's employees, agents, personnel, representatives, invitees, subcontractors, vendors and any other third party independent Contractors with whom such Party or entity has contracted, and its agents', personnel's, representatives', invitees', subcontractors', vendors' or third party independent Contractors' respective employees, agents, personnel, representatives, invitees, subcontractors, vendors or third party independent Contractors.

"Programme" means the schedule of dates and milestones for timely completion of the object of the Agreement, as set out in the Contract Documents.

"Prudent Industry Practices" means, in connection with the performance of the Scope of the Agreement, those practices, methods, specifications and standards of safety and environmental, performance, dependability, efficiency and economy internationally recognised by members of the applicable industry as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the applicable industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with Applicable Laws, reliability, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

"Reference Rate" has the meaning set out in the Agreement.

"Retainage" shall have the meaning set forth in Section 4.6 of this Standard Contractual Conditions.

"Scope of the Agreement" means the services / supplies / works to be provided, or caused to be provided, by or through Contractor under the Agreement, as more particularly set out in Article 2 of the Agreement.

"Site" means any ENEL site, office, workplace, area where a work, supply of components, equipment or material or service activity is to be, is being, or has been carried out by Contractor, including also storage areas and lodging facilities

"Standard Terms and Conditions" means this document, as amended from time to time.

"Subcontractor(s)" means a corporation, partnership, or individual having a direct contract with Contractor for performing Scope of the Agreement, and its employees and representatives.

"Warranty Period" means the period referred to in Article 9 of these Standard Terms and Conditions.

"Works" means the works to be designed and executed by the Contractor under the Contract, as further detailed in the Exhibits to the Contract.

2. SCOPE OF THE AGREEMENT AND CONTRACTOR'S OBLIGATIONS.

2.1 Contractor shall provide the services / supplies / works constituting the Scope of the Agreement in accordance with Prudent Industry Practices, Applicable Law and Applicable Permits. Contractor shall enforce strict quality control and order among its Personnel, and shall not permit any unskilled Personnel to perform the Scope of the Agreement. Contractor commits to perform the Scope of Contract from Effective Date through the date specified in the Agreement. The Contract may be renewed only upon written notice sent by either Party to the other at least forty-five (45) days prior to the expiry of the Contract, specifying the duration of the renewal, unless the other Party decides to terminate the Contract.

2.2 Contractor shall designate a Coordinator in writing. Contractor shall not change its Coordinator or any other key member of the Contractor's staff engaged in this Agreement without the prior written notice to Company and shall replace him/her with an equally qualified person.

2.3 Contractor shall cooperate with Company and use commercially reasonable efforts to schedule, coordinate, and perform the Scope of the Agreement so as not to delay or adversely impact its timely performance and completion of the Scope of the Agreement all in accordance with the Programme.

2.4 If applicable, all designs and construction drawings, specifications, reports and related design or construction documents or any other documents shall, if required by Applicable Law, be signed by a registered professional engineer licensed to practice within the jurisdiction in which the deliverables of the Agreement are intended to be used.

2.5 Subcontract.

(a) Company acknowledges that Contractor may have portions of the Scope of the Agreement accomplished by Subcontractors qualified to perform such portion of the Scope of the Agreement pursuant to written subcontracts between Contractor



and such Subcontractors. Contractor may not enter into any Subcontract with any Person not approved by Company in writing. Except as otherwise expressly provided in this Agreement, Contractor shall be solely responsible for engaging, managing, supervising and paying all Subcontractors and Persons directly or indirectly employed by it. Contractor shall require that all portions of the Scope of the Agreement performed by Subcontractors be received, inspected and otherwise furnished in accordance with this Agreement and Contractor shall be solely liable for all acts, omissions, liabilities and portions of the Scope of the Agreement (including Defects therein) performed by its Subcontractors. All contracts with Subcontractors shall be consistent with the terms and provisions of the Agreement. As a minimum, all subcontracts shall: (i) require the Subcontractors to comply with Applicable Laws, (ii) provide that Company has the right of inspection as provided hereunder, (iii) require such Subcontractors to be subject to the labour obligations hereunder as well as the health, safety, environment, security, ethics and anticorruption provisions of this Agreement and (iv) provide guarantees and warranties with respect to its portion of the Scope of the Agreement. Except as set forth in Section 2.5(b) below, no contractual relationship shall exist between Company and any Subcontractor with respect to the Scope of the Agreement. Contractor shall require and shall cause all Subcontractors to perform their portions of the Scope of the Agreement in accordance with the requirements of this Agreement.

(b) No Subcontractor is intended to be nor shall it be deemed a third-party beneficiary of the Agreement. Nothing contained herein shall obligate Company to pay any Subcontractor and Contractor shall be solely responsible for the performance of each Subcontractor and for paying each Subcontractor in accordance with the applicable Subcontract or purchase order between Contractor and the Subcontractor; provided, however, each agreement between Contractor and a Subcontractor with respect to the Scope of the Agreement shall name Company as an intended third-party beneficiary and shall include a provision to allow the assignment of that agreement to Company, following a default by Contractor or termination or expiration of the Agreement.

(c) Without in any way derogating Contractor's representations and warranties and other testing requirements and guarantees set forth herein with respect to all of the Scope of the Agreement, Contractor shall use reasonable efforts to obtain from all Subcontractors any representations, warranties, guarantees, and obligations offered by such Subcontractors and to negotiate the longest reasonably practicable warranty periods at no additional cost with respect to design, materials, workmanship, equipment, tools, supplies, and other items furnished by such Subcontractors. To the extent assignable, Contractor shall assign all representations, warranties, guarantees, and obligations of all Subcontractors at the request and direction of Company, and without recourse to Contractor, to Company upon default by Contractor or termination or expiration of the Agreement; provided, however, that, notwithstanding such assignment, Contractor shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Contractor has any liability under the Agreement.

2.6 Contractor shall comply with all Applicable Laws and Health Safety and Environmental Terms.

2.7 Company Site Safety. Contractor shall initiate and maintain safety precautions and programs to conform to Applicable Laws and such other requirements, as provided in Health Safety and Environmental Terms, designed to prevent injury to all persons at or near the project site and all public and private property that are at or near the project site that are in any manner affected by the performance of the Scope of the Agreement.

2.8 Gainsharing. If during the term of this Contract, Provider proposes to deviate from or modify any aspect of the Scope of Contract or Provider's performance thereof in a manner that Provider believes will have an overall benefit for the Company or to the Project, whether in terms of performance, risk mitigation, cost reduction or otherwise, then Provider shall deliver such proposal in writing to Company with all such detail as may be requested by Company. In the event that Company elects to accept Provider's proposal, then the Parties shall thereafter in good faith negotiate an appropriate Change Order or amendment hereto implementing such proposal and providing for a mechanism through which both Provider and Company may share in the resulting benefit.

3. COMPANY OBLIGATIONS

3.1 Unless otherwise expressly specified in the Agreement, the sole obligation of Company is to pay Contractor the Contract Price pursuant to the terms hereof.

4. TERMS AND CONDITIONS OF PAYMENT AND FINANCIAL GUARANTEE

4.1 The Contract Price is due and payable in accordance to the Agreement upon completion of the invoicing milestones and payment terms set forth in the Agreement. For the avoidance of any doubt, the Contract Price shall be inclusive of all costs imposed by compliance with legal and contractual obligations regarding the occupational safety and security, as well as all costs and resources as necessary to comply with the Scope of the Agreement. In no event shall Company be obliged to pay the Contractor for services not rendered. The Company has no obligation to pay the Contractor more than the amounts set forth herein, and shall have no obligation to pay any other compensation for any expenses incurred by the Contractor or any party. Upon completion of the Scope of the Agreement, the Contractor shall not perform any other services under this Agreement without the Company's written authorization by means of a Change Order. It is specified that the Contract Price is fixed and firm during the term of the Agreement and that, as a consequence, it shall not be revised.

4.2 Delivery of Invoices and Payment Terms. Contractor shall issue to Company (upon satisfactory completion of each



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milestone in accordance with Article 4 of the Agreement, as applicable) an invoice for the amount of the Contract Price allocated to the milestone performed. Supportive documentation, as well as any document necessary to demonstrate the completion of the milestone to Company's satisfaction shall be included with each invoice submission.

4.3 Payment shall be made by way of a cheque or electronic funds transfer into the bank account nominated by Contractor and shown in each invoice, on or before the payment terms stipulated in the Agreement (or if not stipulated in the Agreement, within 45 (forty-five) days after Company's receipt of the documentation required hereunder at Company's address nominated for receiving invoices). Company shall have no obligation to pay Contractor more than the Contract Price.

4.4 Disputes and Adjustments of Invoices. Company may dispute the correctness of any invoice or any adjustment to an invoice rendered under the Agreement or adjust any invoice for any arithmetic or computational error at any time. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be made when due, with notice of the objection given to Contractor. Any invoice Dispute or invoice adjustment shall be in writing and shall state the basis for the Dispute or adjustment. Payment of the disputed amount shall not be required until the Dispute is resolved. Upon resolution of the Dispute, any required payment shall be made within 15 (fifteen) Days of such resolution.

4.5 Offsets. Company may deduct and set-off against any amounts that are to be paid to Contractor under this Agreement, as the case may be, as Liquidated Damages (if applicable) or refunds due or to become due from Contractor to Company hereunder caused by Contractor's failure to perform the Scope of the Agreement according to the terms of this Agreement, and/or are reasonably necessary to protect Company from a loss because of: (a) defects in the Scope of the Agreement not timely remedied; (b) third-party claims filed against Company because of the acts or omissions of Contractor, (c) liens filed that Contractor is required to discharge; (d) failure of Contractor to make undisputed payments when due to Subcontractors; or (e) damage to Company, the property of Company, or any of its Affiliates, to the extent the costs of such damages are not recovered by Company under the insurance the Contractor is required to maintain hereunder. Contractor shall not have any rights of termination or suspension hereunder as a result of Company's exercise or attempted exercise of its rights under this Section 4.4. Company shall release payments withheld pursuant to this Section 4.4 within thirty (30) days from the date when Contractor cures all such events or breaches to the reasonable satisfaction of Company.

4.6 Retainage. If expressly provided for in the Agreement, Company may withhold as Retainage from each payment due and payable to Contractor hereunder, other than from the payment due and payable with respect to achievement of acceptance, in terms of clause 4.5, an amount equal to a percentage of the Contract Price as specified in Article 7 of the Agreement (the "Retainage"). Company shall hold the Retainage as security for the performance of Contractor's obligations hereunder and any interest thereon shall accrue for the account of Company and not Contractor. Company may use the Retainage to cure a Contractor event of default, for Liquidated Damages (if applicable), and payments made to remove liens filed by Subcontractors, and any and all other amounts payable to Company hereunder. Company shall release and return to Contractor the Retainage held by Company (less any amount utilized by Company to satisfy obligations of Contractor related to the Agreement) within the period stipulated in Article 7 of the Agreement (or if not stipulated in the Agreement, within forty-five (45) Days after Company's receipt of an invoice, acceptance by Company in terms of any documentation as is otherwise required hereunder).

4.7 Financial Guarantee: If requested by the Company, Contractor shall be obliged to provide a financial guarantee in favour of the Company as indicated in the Agreement, as a guarantee for the obligations arising from the Agreement. The existence of a guarantee does not mean that the Contractor's liability is limited to the amount or period of validity thereof. If the total value of the Agreement were to increase during its execution, the Company may ask the Contractor to provide a complementary financial guarantee with the same conditions indicated in the preceding sub-clauses. The costs of the financial guarantee shall be borne by Contractor.

5. TAXES

5.1 Contractor and Company shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and supply resale and exemption certificates, if applicable, and other information as reasonably requested. To the extent taxes are applicable to Contractor's performance of the Scope of the Agreement, Contractor shall separately state and show applicable taxes on all invoices. The Contract Price is inclusive of any present tax applicable to the Scope of the Agreement, including any withholding taxes, and goods and services tax ("GST")India.

5.2 Contractor assumes exclusive liability for and shall pay all taxes imposed on, or with respect to, or measured by the labour, equipment, materials, or supplies furnished hereunder or the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the Scope of the Agreement. Contractor shall hold harmless, indemnify and defend Company, together with any and all its officers, directors, agents and employees from and against any claim, liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions.

5.3 Contractor shall treat all individuals performing the Scope of the Agreement as employees of the Contractor for purposes of income tax and other medical aid, unemployment and disability insurance premiums. No exceptions are permitted under this clause without a written amendment to the Agreement prior to an individual performing the Scope of the Agreement under the Agreement.



6. INSPECTION AND DELIVERY

6.1 Inspection. During the term of this Contract, Contractor shall update Company on the progress of the performance of Scope of the Agreement in the form of a bi-weekly report. If requested by Company, during the term of this Contract, Contractor shall comply with the test and inspection requirements at its own costs and expenses.

6.2 Delivery. Contractor shall deliver any material and equipment to the Site in compliance with all obligations applicable to Contractor as set forth in Technical – Economic Documents attached to the Agreement.

6.3 All materials and equipment furnished by Contractor pursuant to the Scope of the Agreement shall be in new or like new condition and have been inspected by Contractor and free of all defects.

7. ACCEPTANCE

7.1 Acceptance. The Scope of the Agreement shall be deemed to have been successfully completed if accepted by Company or its representative. If provided in the Agreement, Company shall issue to Contractor an Acceptance Certificate within ten (10) days after determining that the following conditions occurred or have been waived by Company: (a) completion of the Scope of the Agreement, (b) the delivery of a completion certificate, if applicable, (c) no defects exist, (d) all defects remedies have been completed; (e) Contractor has delivered all required documents to Company.

7.2 Rejection. Company may reject any Goods/Services/Works furnished hereunder failing to meet the requirements of the Agreement included in Technical-Economic Documents and require Contractor to repeat, correct or replace such defect, at no charge to Company.

8. TRANSFER OF TITLE AND RISK OF LOSS

8.1 Title and risk of loss to all or any portion of the Goods/Services/Works shall pass to Company upon the date the Goods/Services/Works have been accepted by Company, as provided in Clause 7. If any portion of the Goods/Services/Works is damaged before acceptance, Contractor shall promptly notify Company and proceed to either repair or replace any affected portion in such a manner so as to minimize any delay to the schedule.

8.2 Contractor warrants and guarantees that legal title to the Goods/Services/Works shall be free and clear of any and all liens, claims, security interests or other encumbrances when title thereto passes to Company, except for those liens Contractor holds as a result of non-payment by Company and liens arising by Applicable Law that are not otherwise prohibited hereunder.

9. WARRANTY

9.1 Contractor shall perform the Scope of the Agreement in accordance with Prudent Industry Practices. If, during the performance of the Scope of the Agreement and during the Warranty Period stipulated in the Agreement or if not specified in the Agreement, during 18 (eighteen) months following completion of the Scope of the Agreement, the Goods/Services/Works constituting the Scope of the Agreement fail to meet Prudent Industry Practices, Contractor shall without additional compensation correct or revise/re-do/re-perform, as the case maybe, any defects in the Goods/Services/Works constituting the Scope of the Agreement.

9.2 Contractor warrants that any materials and equipment furnished by Contractor (and any Subcontractor) pursuant to the Scope of the Agreement shall be free and clear of any and all defects in manufacture and workmanship, and shall remain so for the period indicated in the Agreement following completion of the Scope of the Agreement. At the conclusion of the warranty period, Contractor shall take commercially reasonable efforts to assign to Company any remaining manufacturer's warranties on any materials and equipment.

9.3 Any additional warranty obligations are set forth in the Agreement. To the extent that any conflict exists between the provisions of this Section 9 and the provisions of Agreement, the provisions that are more favorable to the Company shall be binding on the Parties.

10. INSURANCE

10.1 Insurance. During the term of the Agreement Contractor shall maintain the insurance policies indicated in the Agreement, or if not indicated in the Agreement, Contractor shall maintain at least the following insurance policies:

- a. Workers Compensation Liability and Employers Liability Insurance: As per local regulation. Coverage of diseases and accidents of local and foreign employees shall be included, if applicable.
- b. Comprehensive Automobile Liability Insurance: Coverage for the amount indicated in the Agreement, including coverage of damages to driver, passengers and third parties. Company shall be considered a third party



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for the effect of this insurance policy. Contractor must also comply with all mandatory automobile insurances applicable in the Republic of India.

- c. Commercial General Liability ("GL") Insurance: Coverage in an amount equal to the Contract Price. Coverage of material and personal damages shall be included, also for third parties and terminated operations
- d. Contractor's Machinery and Tools Insurance: Coverage of damages to Contractor's Machinery and Tools as necessary to reach the cost of replacement. The Parties agree that shall this Insurance Policy not be obtained by the Contractor, Contractor shall be deemed to exempt Company of any and all responsibility of damages to Contractor's Machinery and Tools.
- e. Professional indemnity insurance cover with a reputable insurance company with a limit of indemnity indicated in the Agreement for each and every claim against the Contractor, provided that such insurance is available in the market at reasonable commercial rates. The Contractor shall ensure that the professional indemnity insurance is in place at the date on which the Contractor commences performance of the Scope of the Agreement and shall maintain it for a period of until 12 years following completion of the Scope of the Agreement. The Contractor shall immediately notify the Company in writing if it ceases to carry the insurance cover required by this clause 10.1 so that the Parties may discuss the best ways and means of protecting their respective interests.

10.2 Contractor shall, whenever requested to do so by Company, provide certificates of insurance as evidence that the coverage outlined in herein is current and in accordance with the limits as specified herein.

10.3 If Contractor is in breach of any of its obligations under clause 10.1 or clause 10.2, the Company may procure similar cover on the Contractor's behalf and the Contractor shall indemnify the Company against the costs incurred in so doing.

11. REPRESENTATIONS

11.1 Compliance with Applicable Laws. Contractor represents and warrants that it and its Subcontractors shall comply with all Applicable Laws, applicable codes, and safety standards regarding performance of the Scope of the Agreement.

11.2 Capability & Capacity. Contractor represents and warrants that it and its Subcontractors have and will have throughout performance of the Scope of the Agreement, all the required authority, ability, skills, expertise, experience and capacity necessary to perform and covenants that it shall diligently perform the Scope of the Agreement in a timely and professional manner all in accordance with the Prudent Industry Practices.

11.3 Incorporation. Contractor represents and warrants that it is validly established and existent in accordance with Applicable Laws.

11.4 Binding Agreement. Contractor represents and warrants that the signatory to this Agreement has the authority and power to bind Contractor to the terms of this Agreement.

11.5 Ethics, Respect of Human Rights and Anti-corruption.

(a) Contractor acknowledges that Company and its affiliates rely on the principles set out in Article 28 below and Company's compliance with these standards shall not be a breach of this Agreement.

(b) Contractor represents and warrants that as of the Effective Date and to its knowledge during the past 24 months:
(i) none of its senior managers, or close relatives of such senior managers have served in a decision making capacity in any Governmental Authority that has jurisdiction over a material proceeding involving Enel S.p.A. or any of its Affiliates; or (ii) neither it nor any of its Affiliates have made or supported any unlawful request to any Governmental Authority relating to a business activity of Enel S.p.A. or any of its Affiliates.

(c) Contractor agrees that if it learns or has reason to know if (i) any payment, offer or agreement to make a payment to a governmental official or political party for the purposes of securing any improper advantage for Company or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of the Contractor hereunder the Contractor will immediately advise Company's General Counsel of such knowledge or suspicion and the entire basis known to the Contractor therefore.

11.6 No Suits, Proceedings. Contractor represents and warrants that there are no actions, suits, proceedings, patent or license infringements, or investigations pending or threatened against it at law or in equity before any court, arbitral panel or similar dispute resolution body, or before any Governmental Authority (whether or not covered by insurance) that individually or in the aggregate could result in any materially adverse effect on the business, properties, or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement. Contractor has no knowledge of any violation or default with respect to any order, writ, injunction, or decree of any court or any Governmental Authority that may result in any such materially adverse effect or such impairment.

12. INTELLECTUAL PROPERTY

12.1 Contractor shall obtain and warrants that it owns or has the right to use and maintain all trade secrets, patents, copyrights, trademarks, proprietary rights or information, licenses or other intellectual property rights (the "Intellectual Property Rights") necessary for performance of the Scope of the Contract and to enable Company and its Affiliates to use and have the benefit of the Scope of the Contract as contemplated herein. Upon payment of the amount(s) owed in accordance with this Contract, Contractor hereby grants to Company an irrevocable, assignable, non-exclusive, perpetual, royalty-free, world-wide license to use, duplicate, modify, make derivative use of, and improve the Scope of the Contract provided hereunder and any other documents, drawings and information supplied by Contractor in the performance of the Scope of the Contract. Company retains ownership of its Intellectual Property Rights in the contents of and ideas and inventions embodied in the technical documents provided to Contractor and any ideas or inventions developed or created by Company that are included by Contractor in the Scope of the Contract.

12.2 Contractor shall indemnify, defend and hold Company, and its present and future Affiliates, and their respective directors, officers, shareholders, employees, agents and representatives, harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (i) actual or alleged infringement or misappropriation by Contractor or any Subcontractor of any patent, copyright, trade secret, trademark, service mark, trade name, or other Intellectual Property Rights in connection with the Scope of the Contract, including without limitation, any deliverable, (ii) Contractor's violation of any third-party license to use Intellectual Property Rights in connection with the Scope of the Contract, including, without limitation, any deliverable.

12.3 In the event that any infringement of Intellectual Property Rights occurs or may occur in relation to or while performing the Scope of the Contract, the Contractor shall take some or all of the following actions at the option of Company and the sole cost of the Contractor: (a) use reasonable efforts to procure for Company the right to continue using the relevant aspect of the infringing part thereof; or (b) modify or amend the relevant infringing part or aspect thereof so that the same becomes non-infringing; or (c) replace the relevant infringing part or aspect with non-infringing design, equipment or material consistent with the Scope of the Contract; or (d) repay to the Company the price paid in respect of the relevant aspect of the Scope of the Contract relating to the whole or the infringing part thereof.

12.4 Company shall own all reports, original and final reproducible drawings, plans, designs, specifications, calculations, studies, software program tapes, models, notes, and memoranda, provided by Company to Contractor and otherwise prepared by Contractor and Contractor's Subcontractors in providing Scope of the Contract pursuant to this Contract. Any idea, invention, work of authorship, drawing, design, formula, algorithm, utility, tool, pattern, compilation, program, device, method, technique, process, improvement, development or discovery whether or not patentable, or copyrightable, or entitled to legal protection as a trade secret or otherwise, that Contractor may conceive, make, develop, create, reduce to practice, or work on, in whole or in part, in the course of performing the Scope of the Contract shall constitute a "work made for hire," shall be owned by Company, and shall be delivered to Company upon completion of the Scope of the Contract. Contractor hereby assigns to Company, without royalty or any further consideration, all Contractor's rights, title, and interests in and to any such inventions. Contractor agrees to give Company 30 days' notice prior to Contractor destroying or otherwise disposing of any duplicate documentation or drawings relating to Company work. If Company desires, Contractor shall forward such documentation to Company. Contractor may retain one archival copy of all produced data, drawings, plats, surveys and legal descriptions. Contractor will keep these documents in strict confidence in accordance with this Contract.

12.5 If requested by Company, Contractor agrees to take all actions necessary, at Company's sole cost and expense, to obtain, maintain or enforce patents, copyrights, trade secrets and other proprietary rights in connection with any invention, and Contractor agrees that its obligations under this Article shall continue beyond the termination or completion of this Contract.

13. PROCESSING OF PERSONAL DATA

13.1 Both Company and Provider shall comply with applicable legislation on the protection and processing of personal data. While processing personal data on behalf of Company, Provider shall adopt adequate technical and organizational security measures to avoid personal data breaches, shall comply with the General Data Protection Regulation 679/2016, if applicable, and shall inform Enel without undue delay of any personal data breach occurred in the performance of the Contract.

14. CONFIDENTIALITY

14.1 Subject to clause 14.2, the Contractor shall not, at any time after the Effective Date, notwithstanding any termination or cancellation of this Agreement, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other Person:

14.1.1 any information:

- a) regarding the Scope of the Agreement and / or the contents of the Agreement;
- b) relating to the Company and its assets and affairs, including all communications (whether written, oral or in any other form) and all reports, statements, schedules and other data concerning any financial, technical, labour, marketing, administrative, accounting or other matter,

(collectively, the **Confidential Information**);



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- 14.1.2 any document or other record (whether in electronic or any other medium whatsoever) containing Confidential Information which is supplied to it by the Company as well as documents, diagrams and records which are produced by it (whether or not by copying, photocopying or otherwise reproducing documents or records supplied to it), and containing any Confidential Information (**Confidential Records**).

14.2 Notwithstanding clause 14.1, Confidential Information may be disclosed by the Contractor):

14.2.1 to the extent to which the prior written consent for such disclosure has been obtained from the Company;

14.2.2 to the extent to which disclosure is required by law (excluding contractual obligations) or by the rules of any stock exchange by which it (or any of its affiliates) is bound, in which event the Contractor shall, unless prohibited from doing so by any such law, obtain the Company's consent, not to be withheld unreasonably, for the manner of such disclosure; provided that the Contractor shall not be obliged so to obtain the consent of the Company if such disclosure is required before the approval can reasonably be obtained but the Contractor shall in these circumstances promptly notify the Company of the full details of such disclosure, including the reasons why time did not permit such consent to be obtained;

14.2.3 and Confidential Records may be disclosed by the Contractor to directors, responsible employees and professional advisors of the Contractor who require such disclosure for the purpose of the Contractor implementing or enforcing this Agreement or obtaining professional advice or for the purpose of complying with any law. Any conduct by any such director, employee or professional advisor which would, if that person had been party to this clause 10, be deemed to be a breach of this clause 10 by the Contractor; or

14.2.4 to the extent to which it:

- a) corresponds in substance to information disclosed and/or made available by a third party to the Contractor at any time without any obligation not to disclose same, unless the Contractor knows that the third party from whom it received that information is prohibited from transmitting the information to the Contractor by a contractual, legal or fiduciary obligation to any other party; or
- b) in respect of information which was already in the possession of the Contractor prior to its disclosure by the Company to the Contractor or is independently developed by the Contractor without reference to the Confidential Information.

15. TRANSFER TO THIRD PARTIES

15.1 Company's Right to Assign. Company may at any time assign its rights and obligations under the Agreement to an Affiliate of Company or to a future owner of the Site where the Services / Goods/Works constituting the Scope of the Agreement are being performed, without Contractor's consent.

15.2 Contractor's Right to Assign. The Agreement and the performance of the Scope of the Agreement contemplated hereunder are personal to Contractor, and therefore Contractor may not assign its rights and obligations under the Agreement without Company's prior written consent and such consent may be withheld in Company's sole discretion.

16. FORCE MAJEURE

16.1 Definition of Force Majeure. "Force Majeure Event" as used in this Agreement, shall mean:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- (b) earthquake, flood, or any other natural disaster, but excluding weather/sea conditions as such, regardless of severity; or
- (c) strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affect a substantial or essential portion of Scope of the Agreement; or
- (d) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or
- (e) acts of government which could not have been reasonably anticipated or controlled which make performance impossible or impracticable,

provided that such events (i) prevents one Party from performing its obligations under the Agreement; (ii) is not within the reasonable control of, or is not the result of the negligence of, the claiming party; and, (iii) by the exercise of due diligence, the claiming party is unable to overcome or avoid, or cause to be avoided.

16.2 The following events, matters or things shall not constitute a Force Majeure Event:

- (a) the absence of sufficient financial means to perform obligations or the failure to make payments in accordance with the Agreement;
- (b) any labour disturbance, strike or dispute of Contractor's workers or Personnel or any Subcontractor's workers or personnel or any independent Contractor engaged by Contractor or any of its Subcontractors;



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- (c) mechanical or equipment failure unless caused by an event that would qualify as a Force Majeure Event under this definition;
- (d) storms and other usual climatic or weather conditions; and
- (e) the unavailability or shortages of labour or equipment and materials unless itself caused by an event that would qualify as a Force Majeure Event under this definition.

16.3 Excuse from Performance; Notice. If either Party is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, that Party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected. The Party impacted by the Force Majeure Event shall promptly give the other Party notice describing the particulars of the occurrence. In no event shall the notice be more than three (3) days after the affected Party becomes aware of such occurrence. Within ten (10) days after such occurrence, the non-performing Party shall give the other Party written notice estimating the expected duration and probable impact on the performance of such Party's obligations hereunder. The non-performing Party shall continue to furnish timely regular reports with respect thereto during the continuation of the Force Majeure Event. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event. The non-performing Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party. As soon as the non-performing Party can resume performance of its obligations hereunder, that Party shall give the other Party written notice to that effect and shall promptly resume performance. If a Force Majeure Event exceeds thirty (30) days, or is reasonably anticipated by agreement of the Parties to exceed thirty (30) days, Company shall have the right to terminate this Agreement upon giving Contractor five (5) days written notice for profit.

16.4 Dispute. In the event that the Parties are unable in good faith to agree that a Force Majeure has occurred or whether a Party's performance is excused, such Dispute shall be resolved in accordance with the procedures set forth in Section 16. In any proceeding to resolve the Dispute, the burden of proof as to whether a Force Majeure Event has occurred and whether performance is excused shall be upon the Party claiming a Force Majeure Event.

17. INDEMNITY

17.1 Contractor and Contractor's Affiliates shall be liable for, and shall defend, indemnify, and hold Company, its Affiliates, and all of their respective directors, officers, employees, agents, and independent contractors (all of the foregoing entities and individuals being collectively referred to herein as the "Indemnitees") harmless from and against any and all damages, liabilities, injuries, losses, and costs (including reasonable attorneys and experts fees at trial and on appeal), and expenses which may be incurred by, asserted against, or recoverable from any Indemnitee as a result of any actual or threatened Claim or proceeding arising out of or relating to any of the following: (a) actions or omissions of Contractor or Contractor's Affiliates under this Contract resulting from negligence or willful misconduct of Contractor or Contractor's Affiliates; (b) a breach of the terms and conditions of this Contract by Contractor or Contractor's Affiliates; (c) a violation by Contractor or Contractor's Affiliates of any Applicable Law to be complied with in connection to the Contract; (d) bodily injury or death.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), which cannot be resolved by negotiation between the parties within 60 days of either party giving notice to the other party that a dispute has arisen, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall nominate an arbitrator. The third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two party-nominated arbitrators. If the third arbitrator is not so nominated within 45 days of the date of the confirmation of the appointment of the latter of the two party-nominated arbitrators, the third arbitrator shall be appointed by the ICC Court.

18.2 The seat of arbitration shall be Singapore and the language of the arbitration shall be English. Unless agreed otherwise by the parties or ordered by the arbitral tribunal, any hearings in the arbitration shall be held in New Delhi, India.

18.3 The resulting award shall be final and binding on the Parties from the day it is made, and judgment on the award may be entered in any court of competent jurisdiction.

18.4 Nothing in this clause shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction. For the purpose of seeking such interim relief and/or for enforcing this agreement to arbitrate, the parties hereby unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore, and hereby waive any objection to such jurisdiction including without limitation objections by reason of lack of personal jurisdiction, improper venue, or inconvenient forum

18.5 Despite the existence of a Dispute and pending any determination or award by under any arbitration proceedings, the Contractor must continue to perform its obligations under this Agreement as directed by the Company in accordance with the terms of the Agreement.

18.6 This Agreement shall be governed by the laws of India.



19. TERMINATION AND SUSPENSION

19.1 The Company shall be entitled, at any time and without any cause, to terminate this Agreement with respect to all or part of the Scope of the Agreement by giving prior written notice of 30 (thirty) days to the Contractor.

19.2 In addition, the Company may terminate all or part of this Agreement by giving a prior written notice of (7) seven days to the Contractor if the Contractor breaches any provision of this Agreement, provided that where remediable, the Company has notified to the Contractor of such breach and the Contractor has upon receipt of such notice, failed to rectify such breach immediately within the notice period and thereafter continuously fails to remedy such breach to the, Company's reasonable satisfaction. In the event of any breach of the HSE Terms, the Company may terminate all or part of this Agreement according to the relevant provisions of the HSE Terms.

19.3 In the event of termination pursuant to Clause 19.1 and Clause 19.2, the Company's sole liability shall be to pay to the Contractor, for Scope of the Agreement performed prior to the date of termination, which shall be the sole and exclusive remedy for the Contractor for termination therein.

19.4 The Contractor shall be entitled to terminate all or part of this Agreement by giving a prior written notice of (60) sixty days to the Company, only in the event that Company fails to pay, when due, any undisputed amounts to the Contractor, provided such failure continues for a period of sixty (120) days after the last day when such payment was due.

19.5 Either Party shall be entitled to terminate this Agreement by giving prior written notice of 7 (seven) days to the other Party (a) if either Party becomes insolvent or bankrupt or makes a composition or arrangements with its creditors which may affect the performance obligations under this Agreement; or (b) if either Party is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction); or (c) if either Party has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or (d) if the Contractor or the Subcontractor is in breach of the provisions of Clause 28 of this Agreement; or (e) the breach by the Contractor or its Subcontractors, regardless of how it is determined, of the obligations included in the Health Safety and Environmental Terms. This right of termination shall be without prejudice to any other rights that the either Party may have under law or in equity. Either Party hereby agrees to waive, any claims for damages and expenses including loss of profits to the other.

19.6 The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination, and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

19.7 Suspension. The Company may at any time instruct the Contractor to suspend all or part of the execution of the Agreement, sending a written communication to the Contractor, notifying the cause and an estimate of its duration. The suspension takes effect from the date stated in the notification. The Contractor shall, from that date, cease the activities and protect, store, secure and maintain the materials, equipment and works against any deterioration, loss or damage, in compliance with all the obligations of the Agreement. The Contractor shall resume the execution of the Agreement as soon as practicable after receiving a notice from the Company to proceed with the suspended execution.

19.8 The remaining term for the completion of the suspended part of execution of the Agreement will begin to run from the date of notice. The Contractor shall be entitled to receive payment, as defined in the Agreement, for the part already executed. The Parties will negotiate the payment of the part of the Scope of the Agreement that is in advanced state of execution at the date of notice.

20. CHANGE ORDERS

20.1 Except to the extent provided in this Article 20, there shall be no change to the Scope of the Agreement, the Contract Price or the Programme except to the extent provided in a written and approved Change Order. Company shall have the right by written directive to order changes to the Agreement, including additions and/or deletions to the Agreement and/or the Scope of the Agreement (each such written directive a draft Change Order). Contractor shall comply with all approved Change Orders. Should Contractor claim that the changes in the draft Change Order are of such a nature to increase or decrease the Contract Price, then unless such draft Change Order includes an agreed upon adjustment to the Contract Price and/or the Programme, Contractor shall submit to Company, in writing, within five (5) days of receipt of the draft Change Order, all claims for an adjustment in the Contract Price (if any), and/or any proposed changes to the Programme. Contractor shall not be entitled to a change in the Contract Price or Programme unless so authorised by Change Order.

20.2 Approval of Change Order. Company shall within seven (7) Days from the date of receipt of the information provided by the Contractor pursuant to clause 20.1, either approve or disapprove the draft Change Order, in writing, or request additional time to consider the draft Change Order. If Company approves the Change Order, Company and Contractor shall then sign the Change Order which shall operate as an amendment to the Agreement.



20.3 Company may, from time to time, without invalidating the Agreement, order or approve by notification in writing to Contractor: (a) changes in all or a portion of the Scope of the Agreement; and/or (b) acceleration of the Program (“Change”). Contractor shall comply with any request for a Change and shall make a written response thereto within seven (7) Days after receiving such request. If Contractor believes that giving effect to any Change so requested by Company will increase or decrease its cost of performing the Scope of the Agreement, shorten or lengthen the Programme or require a modification of any other provisions of the Agreement, its response shall set forth such Changes (including any amendments to the Agreement) that Contractor proposes as necessary as a result of the requested Change and its justification therefor. The Parties shall set forth the agreed upon Change in the Scope of the Agreement and agreed upon amendments to the Agreement, if any, in a Change Order. Each Change Order shall constitute a final settlement of all items covered therein, including any compensation for impact on, or delay or acceleration in, performing the Scope of the Agreement.

20.4 Contractor shall not perform any Change until Company has approved in writing the proposed adjustments via an approved Change Order or has expressly authorized the Contractor in writing to perform the Change prior to such approval. If Company does not approve the proposed adjustments and Contractor and Company are unable mutually to agree upon alternative adjustments, Company may by written notice to Contractor cancel the Change. Upon receiving from Company an approved Change Order, written approval or written authorisation to perform, Contractor shall diligently perform the Change in accordance with and subject to all of the terms of this Agreement. Contractor shall not suspend, in whole or in part, performance of this Agreement during any Dispute over any Change or Change Order unless directed to do so by Company, and if directed to proceed with a Change or disputed item pending review and agreement upon adjustments, Contractor shall (without waiving any rights with respect to such Change or disputed item) do so.

20.5 Programme Adjustment for Change Order. Should the Programme or any other schedule or dates for performance by Contractor be delayed or otherwise affected by a Change Order, Contractor shall, at Company’s request, use commercially reasonable efforts to accelerate the services / supplies / works constituting the Scope of the Agreement in order to meet the Programme or any other corresponding schedule or date for performance. Contractor’s commercially reasonable efforts shall include overtime and weekend work at a fixed rate agreed to by the Company in writing.

20.6 Change Order Pricing

All Change Orders must be priced in accordance with the rates set out in the Pricing Schedule. If the Rates set out in the Pricing Schedule are not applicable to the Change Order, the Parties shall first attempt to negotiate a mutually acceptable lump sum increase or decrease to the Contract Price properly itemized and supported by sufficient substantiating data to permit evaluation.

20.7 In the event of a deductive Change Order, the amount of decrease in the Contract Price to be allowed for any deletion or change which results in a net decrease in the Scope of the Agreement will be the estimated reduction in the cost of services / supplies / works constituting the Scope of the Agreement occasioned by such change including deduction, if any, in overhead. When both additions and reductions are involved in any one Change Order, the adjustment in the Contact Price shall be determined on the basis of net increase or decrease.

20.8 Additional Changes. In the event that Contractor believes that Company has requested additional work to be performed that is not included in the Contract Price or in an approved Change Order, then within seven (7) Days of receipt of such request Contractor shall advise Company in writing of the feasibility of the requested change, and shall submit to Company a draft Change Order for approval. The Company must approve or disapprove the Change Order pursuant to clause 20.2. Any additional work undertaken by Contractor in the absence of a properly authorised Change Order shall be made at Contractor’s sole risk and expense and Contractor shall not be entitled to any payment hereunder for undertaking such change to the Scope of the Agreement. Contractor shall not suspend, in whole or in part, performance of the Agreement (other than as it relates to the Change Order) during any good faith dispute over any Change Order or any requested additional work unless directed to do so by Company.

21. CONSEQUENTIAL LOSSES

21.1 Neither Party shall be liable to the other Party for loss of use of any works, loss of profit or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Agreement.

22. COST RECORDS AND ACCOUNTING

22.1 Contractor shall keep accounts, books and other records of all its billable charges incurred in performing the Scope of the Agreement hereunder and shall itemise and submit its billings to Company in such a manner as Company may reasonably direct. Contractor shall maintain books and accounts of chargeable costs in accordance with generally accepted accounting principles consistently applied, and in such a manner as to permit verification of all entries made. For three (3) years from final payment under the Agreement, Contractor shall preserve all such books and records, and shall upon three (3) days’ written notice make such records available in Contractor’s office to Company and/or its designated independent auditors for purposes of verifying the costs charged herein.

22.2 Company reserves the right to designate its own employee representative(s) or its contracted



representative with a certified public accounting firm, who shall have the right to audit and to examine any cost, payment, settlement or supporting documentation resulting from any services / supplies/ works performed on the Agreement. Any such audit(s) shall be undertaken by Company or its contracted representative at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

22.3 Contractor shall include a similar clause in its agreements with its Subcontractors reserving the right to designate Contractor's own employee representative(s), its contracted representative from a certified public accounting firm, and representative(s) from Company, who shall have the right to audit and to examine any cost, payment, settlement or other supporting documentation resulting from any item set forth in its agreements.

22.4 Contractor shall be notified in writing of any exception taken as a result of an audit of Contractor or a Subcontractor. Contractor shall refund the amount of any exception to Company within ten (10) Days. If Contractor fails to make such payment, Contractor agrees to pay such amount, plus interest, accruing at the Interest Rate from the date due until paid. In the event an audit verifies overcharges of five per cent (5%) or more, then Contractor shall reimburse Company for the cost of the audit.

23. INTERPRETATION

23.1 Unless otherwise required by the context in which any term appears:

(a) unless otherwise specified, references to "Articles," "Clauses," "Sections," or "Exhibits" (if any) shall be to Articles, "Clauses", Sections, or Exhibits (if any) of the Agreement, as the same may be amended, supplemented or replaced from time to time hereunder;

(b) all references to a Person shall include a reference to such Person's successors and permitted assigns;

(c) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(d) the use of the word "including" or "include" in the Agreement to refer to specific examples shall be construed to mean "including, without limitation" and shall not be construed to mean that the examples given are an exclusive list of the topics covered;

(e) the headings contained herein are used solely for convenience and should not be used to aid in any manner to construe or interpret the Agreement;

(f) reference to a given Applicable Law shall mean such Applicable Law in effect as amended or modified as of the date on which compliance is required;

(g) the phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them; and

(h) any pronoun includes the corresponding masculine, feminine or neuter forms .

23.2 The words "will" and "shall" are used interchangeably throughout the Agreement; the use of either connotes a mandatory requirement; and the use of one or the other will not mean a different degree of right or obligation for either Party. The Parties collectively have prepared the Agreement, with advice of legal counsel; none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of the Agreement or any part hereof.

24. CURRENCY

24.1 All amounts referenced herein are stated in **the currency or currencies stipulated in the Agreement**. All payments required to be made, including the Contract Price, any amounts under any Change Order and any other obligation to make payment of funds for whatever reason, by Company or Contractor under or with respect to the Agreement shall be made in such currency(ies) unless required to be converted into a certain currency pursuant to Applicable Laws.

25. INDEPENDENT CONTRACTOR

25.1 Contractor is an independent Contractor with respect to the Scope of the Agreement performed and to be performed under the Agreement. The Agreement shall not be interpreted or construed to create an association, joint venture or partnership relationship among or between the Parties or any similar relationship, obligations or liabilities. Contractor shall supervise the performance of the Scope of the Agreement and shall have control of the manner and means by which the Scope of the Agreement is performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items approved by Company.

25.2 The Contractor, for purposes of the Agreement, shall have no right, power or authority to bind Company to the fulfilment of any condition, contract or obligation, express or implied, between Company and any third parties as agent, attorney or representative of Company. Neither the Contractor nor any of the Contractor's employees or Subcontractors shall be deemed an employee of Company for any purpose, including for purposes of any of Company's employee benefit programs, income withholding taxes, social security or similar withholding taxes, or unemployment benefits under the law of any jurisdiction.



26. PROGRAMME AND DELAYS

26.1 The Contractor acknowledges that time is of the essence of the Agreement and shall abide by the Programme set forth in the Contract Documents.

26.2 Company reserves the right to direct the Contractor to reschedule, from time to time, the order and rate of progress of performance of the Scope of the Agreement so as not to interfere with the performance of work by Company. No such direction shall excuse the Contractor from performing its responsibilities in a timely fashion and time shall still be of the essence of the Agreement.

26.3 If at any time during the performance of the Scope of the Agreement the Contractor's actual progress, as measured by the Programme, does not keep pace with the requirements of the Programme or is insufficient to assure that the completion dates can be met, Company may order the Contractor in writing to take steps to improve its progress. Such steps may include, without limitation, an increase in the Contractor's labour force, or the number of shifts, or overtime, or additional days of work per week, or similar measures, all without additional cost to Company. Neither such notice by Company nor Company's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of service / supplies / works, rate of progress or other requirements of the Scope of the Agreement as required by the Agreement. Failure of the Contractor to comply with the notice of the Company may be grounds for determination by Company that the Contractor is not prosecuting its services / supplies / works with such diligence as shall assure completion of the Scope of the Agreement within the times specified in the Agreement. Upon such determination, Company may terminate the Contractor's right to proceed with the performance of the Scope of the Agreement, or any separable part thereof, for default.

27. MISCELLANEOUS

27.1 Company and Contractor will each use commercially reasonable efforts to implement the provisions of the Agreement, and for such purpose each, at the reasonable request of the other, will, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other such assistance, or assignments, consents, estoppels or other instruments in addition to those required by the Agreement, in form and substance satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of the Agreement.

27.2 Contractor recognises the importance to Company of timely completion of the Scope of the Agreement and accordingly acknowledges and agrees that time is of the essence.

27.3 All standard pre-printed terms and conditions contained in a Contractor proposal, invoice, or acknowledgement shall not apply to the performance of the Scope of the Agreement by the Contractor.

27.4 No provision of the Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

27.5 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of the Agreement, including those relating to compensation or to the exercise of any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert, enforce, or rely upon such terms or rights on any future occasion.

27.6 The Agreement constitutes the entire agreement of the parties hereto, and supersedes any previous agreements or understandings. It may not be modified except in writing executed by both parties.

27.7 Termination or expiration of this Agreement (a) shall not relieve either Party of its obligations with respect to the confidentiality of the other Party's information as set forth in the Agreement, (b) shall not relieve either Party of any obligation hereunder which expressly or by implication survives termination hereof and as per Applicable Law.

27.8 Survival. The obligations imposed on Contractor by the Articles of the Agreement and Sections 4, 9, 10, 11.5, 12, 13, 16, 17, 18, 22, 25, 26.1 shall survive cancellation or termination of the Agreement and final payment for the Scope of the Agreement.

27.9 Severability. Should one of the provisions of this Agreement be, or become, void, then the validity of the remaining provisions shall not be affected thereby. In such a case, the Parties are obliged to replace any ineffective or void provision with a new one which does justice to the commercial content of the rules contained in the ineffective or void provision being replaced. The same shall apply if a gap should arise in the contract. In order to close such a gap, the Parties are obliged to establish appropriate rules in this Agreement which come as close as possible to the original sense, spirit and purpose.

27.10 Notices. Where provision is made for written notice in this Contract, such a requirement shall be deemed to have been fulfilled through transfer by e-mail or fax, provided the sending Party receives confirmation of receipt.



28. CODE OF ETHICS, ZERO CORRUPTION TOLERANCE PLAN, ENEL GLOBAL COMPLIANCE PROGRAM AND GLOBAL COMPACT.

28.1 As part of the Enel Group, the Company informs – and the Contractor acknowledges – that in managing its business activities and its relationships, it refers to and applies the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Enel Global Compliance Program (available at <https://www.enel.com/investors/a/2016/08/the-internal-control-and-risk-management-system1>).

28.2 The Contractor refers to similar principles in managing its business activities and relationships.

28.3 The Parties hereby acknowledge the content of the Ten Principles of United Nations Global Compact and undertake to manage their business activities operating in ways that meet fundamental responsibilities in the areas of human rights, labour, environment and anti-corruption, in particular for:

- i. protection of women and children;
- ii. equal treatment and prohibition on discrimination, abuse and harassment;
- iii. freedom to form or to join a union, freedom of association and representation;
- iv. prohibition of hard labour;
- v. environmental security and protection;
- vi. sanitation and hygiene;
- vii. wages, social security, tax (in particular, employee income withholding tax);

28.4 The Parties specifically represent and warrant that, in connection with the Agreement, they have not and the Parties agree that they shall not, make or promise to make payments, loans or gifts of any money or anything of value, directly or indirectly:

to or for the use or benefit of any official or employee of any government or agency or instrumentality of any government;

to any political party or official or candidate thereof;

to any other person if the Party knows or had reason to know that any part of such payment, loan or gift will be directly or indirectly given or paid to any such government official or employee or political party or candidate or official thereof; or

to any other person or any entity, the payment of which would violate the laws of any relevant jurisdiction.

28.5 Moreover, and in compliance with the scope of the 10th Principles of the United Nations Global Compact (Businesses should work against corruption in all its forms, including extortion and bribery), the Parties shall not offer or accept any gift, loan, fee, reward or other advantage to or from any person as an inducement to do something which is dishonest, illegal or a breach of trust, in the performance of the Agreement, including payments to each other's Personnel and facilitating payments.

28.6 The provisions of this clause 28 will apply with respect to any persons employed for the purposes of or pursuant to the Agreement.

29. LANGUAGE AND UNITS OF MEASUREMENT

29.1 The Agreement is made in the English language

29.2 Notwithstanding the above, all contractual documentation, such as correspondence, data, calculations, drawings, reports, catalogues, etc., must be submitted in English language, and in the metric measurement system, unless the Agreement or Technical Specifications provide otherwise, or unless otherwise authorised by Company in writing.

30. PROGRESS REPORTS

30.1 Unless otherwise provided in the Agreement or Technical-Economic Documents, Contractor shall, by the fifth (5th) Day following the end of each month, furnish to Company a monthly report, in form and content satisfactory to Company, showing the actual progress, including that of Sub-contractors, as of the last Day of that month, against the Programme, as well as a 4-weeks look-ahead, and will include a summary of all outstanding issues that require or warrant Company's attention or action.