



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

SUMMARY

1	SCOPE.....	2
2	DEFINITIONS.....	2
3	SCOPE OF WORK AND CONTRACTOR OBLIGATIONS.....	4
4	TERMS AND CONDITIONS OF PAYMENT AND FINANCIAL GUARANTEE.....	6
5	TAXES.....	7
6	INSPECTION AND DELIVERY.....	7
7	ACCEPTANCE.....	7
8	TRANSFER OF TITLE AND RISK OF LOSS.....	8
9	WARRANTY.....	8
10	INSURANCE.....	9
11	REPRESENTATIONS.....	10
12	INTELLECTUAL PROPERTY.....	11
13	TRANSFER TO THIRD PARTIES.....	12
14	FORCE MAJEURE.....	13
15	INDEMNITY.....	13
16	DISPUTE RESOLUTION AND GOVERNING LAW.....	14
17	TERMINATION AND SUSPENSION.....	14
18	CHANGE ORDERS.....	15
19	CONSEQUENTIAL LOSSES.....	16
20	INTERPRETATION.....	16
21	CURRENCY.....	16
22	INDEPENDENT CONTRACTOR.....	17
23	SCHEDULES AND DELAYS.....	17
24	CONFIDENTIALITY.....	17
25	MISCELLANEOUS.....	19



Standard terms and conditions India

2nd edition, valid from 27/10/2022

1 SCOPE

1.1 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.

2 DEFINITIONS

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

“Acceptance” has the meaning provided in Section 7 “ACCEPTANCE” 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.

“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” means any act, statute, law, regulation, 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.

“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 18.3.

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

“Company” means the ENEL Group company being a Party of the Agreement.

“Contractor’s Representative” 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 24.1.

“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 Work 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”.

“Controls” means possession, directly or indirectly of the voting power, the power to direct or cause the direction of the management or policies of a Person or right to appoint or remove directors who holds a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent), whether through the ownership of voting securities or otherwise.

“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.

“Disclosing Party” means the Party which furnishes Confidential Information to the Receiving Party.

“Dispute” has the meaning set forth in Section 16.1 of these Standard Contractual Conditions.

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

“ENEL Group” means Enel S.p.A. and its Affiliates.

“Final Acceptance Certificate” document (e.g. a report) confirming the final receipt and acceptance of purchased materials or equipment, the works or services and the expiration of the Warranty Period.

“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



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

b) it appears to be reasonably likely to become insolvent within the immediately ensuing 6 (six) months.

“Financing Parties” means the lenders, security holders, 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 14.1 of these Standard Terms and Conditions.

“Gain Sharing” means the monetary value of a Value Engineering Proposal.

“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” located at <https://globalprocurement.enel.com/documents/hse-terms>, with modifications as per Applicable Laws and policies.

“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” means trade secrets, patents, patentable inventions, copyrights, trademarks, service marks, trade names, utility models, industrial designs, proprietary rights or information, licenses or other intellectual property rights.

“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 favored 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, authorization, clearance, license, consent, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that are necessary for the performance of the Work.

“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.

“Provisional Acceptance Certificate”: document (e.g. a report) which records:



Standard terms and conditions India

2nd edition, valid from 27/10/2022

- (a) the successful outcome of inspection and testing activities with regard to particular equipment or material received by Company; this document also records any necessary modifications or corrections of deficiencies that are found during the inspection and testing; or
- (b) the successful outcome of a work progress examination, the exact performance or completed correction of the service, and compliance with technical standards and contractual clauses relating to the various phases of activities under the Contract.

"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 recognized 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.

"Purchase Order" means an order from Company to the Contractor made in the format of purchase order as the Company may wish to use from time to time.

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

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

"Receiving Party" means the Party which is furnished Confidential Information by the Disclosing Party.

"Scope of the Work" means the services / supplies / works to be provided, or caused to be provided, by or through Contractor under the Agreement read with Article 3 "SCOPE OF WORK AND CONTRACTOR'S OBLIGATIONS" of these Standard Terms and Conditions.

"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.

"Sub-Tier Supplier" means any supplier that indirectly provides any goods, materials or services to Contractor in connection with Provider's performance of this Contract.

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

"Works" means the services / supplies / works to be provided by the Contractor, as further detailed in the Exhibits to the Agreement.

3 SCOPE OF WORK AND CONTRACTOR OBLIGATIONS

3.1 Standards. The Contractor shall perform the Work in accordance with Prudent Industry Practices, Applicable Law and Permits. The Contractor shall enforce strict quality control and order among its Personnel, and shall not permit any unskilled Personnel to perform the Work. Unless otherwise expressly specified in the Agreement, The Contract Agreement 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 Agreement, specifying the duration of the renewal, unless and subject to the other Party's decides decision to terminate the Contract Agreement.

3.2 Contractor Representative. The Contractor's Representative has responsibility for and acts as a single point of contact in all day-to-day matters related to the Work. The Contractor shall not change the said Contractor Representative or any other key member of the Contractor's staff providing Work without the prior written consent of Company.

3.3 Non-Exclusivity. The Contractor acknowledges that (a) Company may self-perform or use third parties to provide various types of goods and services including, without limitation, the types of services provided by Provider, and (b) nothing in this Agreement grants the Contractor any exclusive right to provide any of the type of goods or services to Company. Contractor shall cooperate with Company and Company's other third party service providers, and use commercially reasonable efforts to schedule, coordinate, and perform the Scope of Work so as not to delay or adversely impact its timely performance and completion of the Scope of Work, all in accordance with the Programme.

3.4 Registered Professional. If applicable to the Work, 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 state in which the deliverables of the Work are intended to be used.

3.5 Subcontract.

(a) Notwithstanding that anticipated Subcontractors may be designated or anything else to the contrary set out in this Agreement, the Contractor shall not enter into any subcontract with any Person unless such subcontracting is approved by Company in writing at its sole discretion, which approval shall not be unreasonably conditioned, withheld or delayed. Except as otherwise expressly



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

provided in the Agreement, the Contractor shall be solely responsible for engaging, managing, supervising and paying all Subcontractors and Persons directly or indirectly employed by it. The Contractor shall require that all Works performed be received, inspected and otherwise furnished in accordance with the Agreement and the Contractor shall be solely liable for all acts, omissions, liabilities and Works (including defects therein) of its Subcontractors. All contracts with Subcontractors shall be consistent with the terms and provisions of the Agreement. Without limiting Company's right to condition its approval of a subcontract on additional conditions, all subcontracts shall: (i) require the Subcontractors to comply with Applicable Law, (ii) provide that Company has the right of inspection as provided hereunder, (iii) require such Subcontractors to be subject to the labor, health and safety, security, confidentiality, and ethics and anticorruption provisions of the Agreement, (iv) provide guarantees and warranties with respect to its portion of the Scope of Work; (v) not aggregate to more than 49% of the Contract Price (unless otherwise provided elsewhere in the Agreement or approved by Company in advance and in writing), provided that subcontracts between the Contractor and Contractor's Affiliates shall not count towards such limit; and (vi) only one tier of subcontracting is permitted, therefore subcontracted activities may not be executed or performed using any further tier of subcontracting (unless required by Applicable Law or unless otherwise provided elsewhere in the Agreement or only with prior written approval of the Company). Except as set forth in Section 3.5(b), no contractual relationship shall exist between Company and any Subcontractor with respect to the Work. The Contractor shall require and shall cause all Subcontractors to perform their portions of the Scope of Work in accordance with the requirements of the Agreement. At least two weeks prior to any Subcontractor mobilizing to a Project Site, the Contractor shall provide to the Company a written notice of any such pending Subcontract mobilization.

(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 the Contractor shall be solely responsible for paying each Subcontractor in accordance with the applicable Subcontract between the Contractor and the Subcontractor; provided, however, each agreement between the Contractor and a Subcontractor with respect to the Scope of Work 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 the Contractor or termination or expiration of the agreement.

(c) Without in any way derogating the Contractor's representations and warranties and other testing requirements and guarantees set forth herein with respect to all of the Work, the Contractor shall use reasonable efforts to obtain from all Subcontractors any representations, warranties, guarantees, and obligations offered by such Subcontractors and as acceptable to the Company 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, the Contractor shall assign, or shall assist Company in obtaining directly, all representations, warranties, guarantees, and obligations of all Subcontractors at the request and direction of Company, and without recourse to the Contractor upon default by the Contractor or termination or expiration of the Agreement; provided, however, that, notwithstanding such assignment, Company shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as the Contractor has any liability under the Agreement.

3.6 Health, Safety and Environment.

(a) At ENEL Group, no work can be done compromising health, safety or the environment. For this reason, as established in the "Stop Work Policy", any risk situation or unsafe behavior requires the suspension of activities and the restoration of health, safety and/or environmental conditions.

(b) Company is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environmental protection. Such commitment is further detailed in the documents "Declaration of Commitment to Health and Safety", "Stop Work Policy" and "Environmental Policy" that can be found at the following addresses:

<http://globalprocurement.enel.com>, in the section "Other Useful Documents";

<https://globalprocurement.enel.com/documents/hse-terms>;

<https://corporate.enel.it/en/company/policy-environmental-enel>.

(c) The Contractor shall comply with the same principles, including those set forth in the HSE Terms, when applicable, and ensure that its Subcontractors and Sub-Tier Suppliers comply with the same. Further, if the Company HSE Terms are attached to the Agreement, then the Contractor shall comply with the Company HSE Terms and ensure that its Subcontractors and Sub-Tier Suppliers comply with the same.

3.7 Value Engineering and Gainsharing. Company and the Contractor may submit Value Engineering proposals to the other Party. If the Contractor submits Value Engineering proposals, these shall be aimed at reducing the Contract Price through direct and quantifiable adjustments to the Scope of Work. Proposals from the Contractor to Company shall be reviewed and may be approved or rejected by the Company, in its sole discretion. Proposals from the Company to the Contractor shall be reviewed and approved or rejected by the Provider, in its sole discretion (provided, however, that the Contractor's right to review and approve a Value Engineering proposal does not limit Company's right to direct a Change Order pursuant to Section 18 "CHANGE ORDERS" below).

3.7.1 Value Engineering proposals shall include:



Standard terms and conditions India

2nd edition, valid from 27/10/2022

- a) proposed changes to the Scope of Work;
- b) the anticipated savings and/or improvements in the Scope of Work (financial or otherwise) that will be achieved by either Party;
- c) estimated costs to be incurred by either Party;
- d) Proposed Gain Sharing distribution between Company and the Contractor (as applicable); and
- e) any other impact on the provisions of the Agreement.

3.7.2 Company shall make commercially and technically reasonable efforts to review and respond to any such Value Engineering proposals within fifteen (15) days of receipt. If a Value Engineering proposal is approved, the proposing Party shall timely elaborate an ad hoc implementation plan. Upon approval of a Value Engineering proposal, the Contractor shall submit a draft Change Order to Company pursuant to the process described in Section 18 "CHANGE ORDERS" below. No Value Engineering proposal may be implemented unless a Change Order is issued pursuant to Section 18 below.

4 TERMS AND CONDITIONS OF PAYMENT AND FINANCIAL GUARANTEE

4.1 Unless otherwise expressly specified in the Agreement, the sole obligation of Company is to pay Contractor the Contract Price pursuant to the terms hereof. 4.1 The Contract Price is due and payable in accordance with 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 Work. In no event shall the 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 Work, 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 for any reasons whatsoever, unless otherwise approved by the Employer in writing.

4.2 Delivery of Invoices and Payment Terms. Contractor shall issue to Company (upon satisfactory completion of each 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 60 (sixty) days after Company's receipt of the documentation required hereunder at Company's address or email id as 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 the 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 Work according to the terms of the Agreement, and/or are reasonably necessary to protect Company from a loss because of: (a) defects in the Scope of Work 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; (e) damage to Company, the property of Company, or any of its Affiliates; or (f) breach or potential breach of the Agreement by the Contractor, (g) delays in the performance of the Works, 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 4.5. Company shall release payments withheld pursuant to this Section 4.5 within thirty (30) days from the date when Contractor cures all such events or breaches to the reasonable satisfaction of Company.

4.6 Retainage. Unless otherwise expressly specified in the Agreement, Company may withhold as Retainage from any payment due and payable to Contractor hereunder, other than from the payment due and payable with respect to achievement of acceptance, in terms of Section 4.5 "OFFSETS", an amount equal to a percentage of the Contract Price as specified in 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 breaches of the Agreement by the Contractor, 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 in accordance with Sections 4.5 and 4.6) within the period stipulated in the Agreement (or if not stipulated in the



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

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 favor 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 Application. Contractor and Company shall cooperate with each other to optimize the tax obligations 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's Obligation. The Contractor assumes exclusive liability for and shall pay before delinquency, all federal, state, regional or local taxes imposed on, or with respect to, or measured by the labor, equipment, materials, or supplies furnished hereunder or the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the Work. The 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 the Contractor's failure to pay such taxes, charges or contributions.

5.3 Employment Taxes. The Contractor shall ensure that its employees and also its Subcontractors' and Sub-Tier Suppliers' employees are paid in accordance with Applicable Law including that any and all payroll taxes and deductions required by Applicable Law are properly withheld and remitted, including federal and state income taxes, social security and medicare taxes, and unemployment, disability and workers' compensation insurance premiums. The Contractor shall also provide documents evidencing payment of the aforesaid amounts under Applicable Law within 7 days of the Company making a request for the same.

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. Anytime throughout the term of the Agreement and subject to reasonable advance notice, the Contractor shall give access to personnel of Company and/or of third parties discretionally designated by Company for that purpose (with the exception of Contractor's competitors), to its workshops and warehouses and shall cause its Subcontractors and Sub-Tier Suppliers to do the same, in order to verify the performance of the Scope of Work, including manufacturing and testing phases as well as progress of process cycle. If as result of tests/inspections Company requires the replacement or restoration of certain defective equipment or Works, such replacement or restoration shall be at the sole Contractor's expenses and no cost arising therefrom shall be borne by Company. The defective equipment or Works shall be clearly identified and the Contractor shall not be allowed to use or deliver them in the following performance of the contractual activities, unless the ascertained defects have been properly settled and such use or delivery has been authorized by Company"

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 Provisional Acceptance. If the Agreement reflects that payment will be due to the Contractor upon completion of milestones, then as the Work associated with each milestone is completed in accordance with the terms of the Agreement, the Contractor shall submit a Provisional Acceptance Certificate to Company. Within five (5) Business Days of receipt, Company shall indicate to the Contractor that such Provisional Acceptance Certificate is approved or rejected and, if rejected, the reason(s) for such rejection. Upon Company's acceptance of a Provisional Acceptance Certificate, the Contractor may submit an invoice in accordance with Section 4 "TERMS AND CONDITIONS OF PAYMENT" above.

7.2 Final Acceptance. When the Scope of Work is completed in accordance with the terms of the Agreement and the conditions described in the following sentence have been satisfied or waived by Company, the Contractor shall submit a Final Acceptance Certificate to Company. Without limiting the foregoing, the Contractor may not submit a Final Acceptance Certificate until the following conditions have been satisfied or waived: (a) completion of the Work, (b) the delivery of Provisional Acceptance Certificates, if applicable, (c) no defects exist, (d) all defects remedies have been completed; (e) the Scope of Work has been commissioned and passed testing and is ready for commercial use, if applicable, and (f) the Contractor has delivered all required documents to Company. Within five (5) Business Days of receipt, Company shall execute the Final Acceptance Certificate and



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

deliver it to the Contractor (such date being the "Date of Acceptance") or indicate to the Contractor that the Final Acceptance Certificate is rejected and, if rejected, the reason(s) for such rejection. Upon Company's execution and delivery of the Final Acceptance Certificate, the Contractor may submit its final invoice in accordance with Section 3 above.

7.3 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.

7.4 Temporary Use of Non-Conforming Scope of Work. Should Company deem it appropriate, and the Contractor does not object in writing within fifteen (15) days after notification to the Contractor, Company may temporarily use any such non-conforming Scope of Work or product of the Scope of Work containing a defect in whole or in any part thereof, until it can be repaired or replaced. The Company shall not be liable for payment of compensation for such temporary use and this shall not prejudice Company's any other right with respect to non-confirming Scope of Work or the product of the Scope of Work containing a defect in whole or in any part thereof. If the Contractor does object, the Parties shall meet immediately in good faith to work out a mutually satisfactory resolution.

8 TRANSFER OF TITLE AND RISK OF LOSS

8.1 Title and risk of loss to all or any portion of the Scope of Work shall pass to Company upon the Date of Acceptance, as provided in Section 7. If any portion of the Works is damaged before Date of 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 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 The Contractor shall warrant:

a) the suitability, exclusive ownership and/or legitimate availability of all materials and equipment under the Scope of Work and that such materials and equipment are all free and clear from any liens, claims, security interests or other encumbrances;

b) that all materials and equipment:

- (i) comply with the relevant legal requirements and the Technical Specifications, as well as with other provisions set forth in the Agreement;
- (ii) are free from visible or hidden defects;
- (iii) fit for the intended purpose which is specified in the Agreement;
- (iv) are new or, only to the extent explicitly provided in the Agreement, refurbished;
- (v) that the services and works (if any) comply with all legal requirements and the Technical Specifications, as well as with other provisions set forth in the Agreement and are performed in a competent and diligent manner, suitable for their intended purpose.

9.2 Unless differently stated in the Agreement, Warranty Period shall last two (2) years following the Date of Acceptance. If, during the performance of the Scope of Work and for the Warranty Period, the results of the performance of the Agreement fails to meet Prudent Industry Practices or fails to conform to the requirements of the Agreement, the Contractor shall, without additional compensation from Company, correct or revise any defects in the Scope of Work.

9.3 At the conclusion of the Warranty Period, the Contractor shall take commercially reasonable efforts to assign to Company any remaining manufacturer's warranties on any materials and equipment.

9.4 The warranty shall not cover defects or failures that are caused by (i) misuse or incorrect use by Company, except in cases where the misuse or incorrect use derives from the application of the incorrect or confusing content of manuals or instructions provided by the Contractor, (ii) normal wear and tear including that due to environment or operation or use or (iii) modification of the equipment not in accordance with the Agreement or the Contractor's instructions or recommendations.

9.5 The warranty applies to defects in design, construction and hidden defects and to anything that is specified in the Agreement. Pursuant to the warranty the Contractor is obliged to carry out, as soon as possible and at its own expense, any repairs or replacements of a defective material or re-performance of a defective service or work that may be necessary, including the removal, deinstallation, mobilization/demobilization and transportation of defective parts. In particular, the Contractor undertakes to:

a) replace (or, to the extent provided for in the Agreement, repair), as soon as possible in order to minimize the impact on Company business and in any case, within the timeframe set forth in the Agreement (or, in the absence of a specific deadline in the Agreement, correction of the defects shall not exceed the timeframe originally agreed for delivery of the equipment or material or for the performance of the defective service or work resulted as defective), all defective materials and equipment, services or works that do not comply with



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

the warranties established in Section 9.1 hereof. The Contractor shall obtain Company's approval, which cannot be unreasonably withheld or denied, prior to implementing any remedy action. To the extent option to repair is set forth in the Agreement and the material is not reparable, in accordance with Contractor's reasonable opinion, such defective materials and equipment shall remain in storage at Company's facilities until they are replaced, at Company's sole discretion, without prejudice to Company's right to use the rejected materials until they are replaced.

b) replace all supplied materials and equipment in the event of any serial defects, thereby justifying the solution adopted to prevent those defects being produced in the remaining materials or equipment that need to be supplied. A serial defect is considered to exist when the percentage of defective materials and equipment covered by the Agreement exceeds the percentage established in the Agreement, or if it is not specified, when the percentage exceeds 10% of the total quantity of the same materials or equipment to be supplied under the Agreement;

c) return the equipment/sites made available by Company in the same condition in which they were made available;

d) indemnify Company from any claim made by third parties.

9.6 The above-mentioned obligations, and all expenses for various reasons arising from the execution of the warranty (including but not limited to transport, installation, deinstallation, storage), shall be paid exclusively by the Contractor, without Company being liable for any charges or costs.

9.7 Without prejudice to clauses 9.5, let. a) and 9.6, if the Contractor fails to comply with the obligations referred to in this clause, Company shall be entitled to adopt – upon previous communication to the Contractor – any appropriate measure independently, or by recurring to third parties' assistance, at the Contractor's expense. The Contractor shall also be obliged to compensate Company for any damages or losses it has suffered, as provided for in the Agreement. In particular, if Contractor fails to implement remedy actions within the aforementioned timeframes, Company may apply a penalty for the delay according to the Agreement.

9.8 In the above cases, the Warranty Period is suspended from the date of Company's communication to the Contractor, and it shall accordingly be extended until completion of all repairs, replacements or new assembly activities, or works that must be carried out under the warranty.

9.9 Spare parts are also subject to the above-mentioned warranty.

9.10 When the Warranty Period has satisfactorily expired and any anomaly, defect or deficiency found or produced during this period has been remedied, the Warranty Guarantee provided by the Contractor may be released.

9.11 The expiration of the Warranty Period does not release the Contractor from liability for defects or for hidden defects or from any other liability pursuant to Applicable Law or under the Agreement.

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 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 for an amount to be determined basis the risk exposure, provided however, the minimum coverage amount in any case shall not be less than EUR 5,000,000. 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 as indicated in the Agreement or EUR 5,000,000, whichever is higher 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 Section 10.1 so that the Parties may discuss the best ways and means of protecting their respective interests.

10.2 Contractor shall, provide certificates of insurance as evidence that the coverage outlined in herein is current and in accordance with the limits as specified herein, before the commencement of any activity contractually assigned.

10.3 If Contractor is in breach of any of its obligations under Sections 10.1 or 10.2, the Company may procure similar cover on



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

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. The Contractor represents and warrants that it and its Subcontractors and Sub-Tier Suppliers and their respective Personnel shall, at all times, comply with all Applicable Laws, applicable codes, and safety standards regarding performance of the Work.

11.2 International Sanctions and Export Control Decisions. Each Party represents and warrants to the other Party that as of the Effective Date neither it nor, to the best of its knowledge, after due inquiry, any of its officers, members of its governing body, shareholders owning at least a 5% interest in such Party or in any company that the Party owns on at least a 50% basis or otherwise controls, or is under common Control by the ultimate parent company, are (i) subject to Sanctions, or (ii) engaged in any activity or have previously been engaged in any activity that could create exposure to Sanctions. Whereby "Sanctions" means all applicable economic or financial sanctions or trade embargoes imposed or enforced on the basis of law, regulations, executive order, restrictive measures or other related rules imposed or publicly notified by: (i) the United Nations; (ii) the European Union; (iii) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (iv) the UK government, including Her Majesty's Treasury of the United Kingdom.

Each Party shall fully comply with all legal requirements regarding Sanctions in connection with its performance of the Agreement.

Each Party shall undertake to maintain in effect and enforce policies and procedures designed to prevent the application of any Sanctions and to promptly communicate in writing to the other Party the opening of any proceeding that may lead to the imposition of a Sanction and, in any case, the application of any Sanctions.

Contractor further represents that, to the best of its knowledge, after due inquiry, its Subcontractors, Sub-Tier Suppliers and the respective Personnel, third parties engaged by the Contractor and its whole supply chain are not subject to any Sanctions and it shall promptly communicate in writing to Company any circumstance in its knowledge concerning the application of any Sanctions against its Subcontractors, Sub-Tier Suppliers or the respective Personnel, third parties engaged by the Contractor and its whole supply chain.

Company may terminate the Contract, upon a prior written notice of seven (7) days, in case Contractor or any of its Subcontractors, Sub-Tier Suppliers or the respective Personnel, third parties engaged by the Contractor and operators belonging to its whole supply chain are subject to a Sanction or if Contractor provides unfaithful representations under this Section 11.2. Only in the latter case, the Contractor shall indemnify and hold Enel harmless for any related damage, loss, cost or expense.

11.3 In the event of termination pursuant to the foregoing sentence, the Parties may negotiate in good faith in order to mitigate as much as possible any loss or damage in connection with or arising from the Sanctions, within the termination notice period. Failing such agreement, within seven (7) calendar days as from the notice of termination, the Agreement shall be automatically terminated, subject to any other remedy the Parties have under the Applicable Law or under the Agreement.

11.4 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.

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

11.6 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.

11.7 Ethic Clauses.

(a) When conducting its business and managing its relationships, Company refers to the principles contained in the EGP India Anti-Bribery Policy, in its Code of Ethics, in the Zero Tolerance Plan against corruption and in its Human Rights Policy, available at the following link: <https://www.enel.com/investors/sustainability/daily-commitment/sound-governance-ethical-conduct/principles-underpinning-our-work>.

(b) The ENEL Group adheres and acts in full compliance with the so-called "Ten Principles" of the UN Global Compact, which concern the protection of human rights, the protection of workers, the protection of the environment and the fight against corruption in any form.

(c) The Contractor acknowledges Company's commitments contained in the abovementioned documents and, when conducting its own business and managing its relationships with third parties, declares to refer to equivalent principles as those set forth under Section 11.6(a) and (b) above, as well as ensures that its Subcontractors, Sub-Tier Suppliers, third parties engaged by the Contractor and its whole supply chain do the same.

(d) The Contractor shall comply with the principles under the International Labour Organization (ILO) Conventions and the obligations under the Applicable Law with regard to the prevention of child labor and the protection of women; equal treatment, the prohibition of discrimination, abuse and harassment, freedom to join a union, freedom of association and representation, forced labor, environmental safety and protection, health and hygiene conditions. The Contractor also ensures that its Subcontractors, Sub-Tier Suppliers, third



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

parties engaged by the Contractor and its whole supply chain comply with the same principles and obligations.

(e) The Contractor furthermore shall comply with the Applicable Laws on remuneration, contributions, insurances, taxes with reference to all the workers involved in the performance of the Contract, as well as ensure that its Subcontractors, Sub-Tier Suppliers, third parties engaged by the Contractor and its whole supply chain comply with the same. In case of conflicts among the Applicable Law and the ILO Conventions, the most restrictive rules shall prevail.

(f) In its performance of this Contract, the Contractor shall not, and shall ensure that its Subcontractors, Sub-Tier Suppliers, third parties engaged by the Contractor and its whole supply chain do not, whether directly or indirectly, make any promise, offer or request of or for an unlawful payment (regardless of whether promise, offer or request is of or for cash or other consideration).

(g) The 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; and (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.

(h) The Contractor agrees that if it learns or has reason to know of (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 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.

(i) The Contractor shall have regard for the interests of Company and shall ensure that there are no situations that might lead to the occurrence of any conflict of interest in relations to its performance of the Agreement. If the Contractor becomes aware of any situation which presents a conflict of interest between the Contractor's interests and Company's, the Contractor shall promptly give written notice to Company and shall comply with any reasonable instructions which Company provides to Company with respect to such identified conflict of interest, provided that Company shall consult with the Contractor with respect to such conflict of interest.

(j) Contractor undertakes to inform Company of any situation, to the best of its knowledge, after due inquiry, also referred to its Subcontractors, Sub-Tier Suppliers, third parties engaged by the same and its whole supply chain, which may result in failure to comply with the obligations set forth in this Section 11.6, as well as the plan to remedy said situations.

(k) Company reserves the right to carry out any control and monitoring activity, through inspections, audits and/or requests for documentation, geared to verifying whether the obligations under this Section 11.7 have been fulfilled, both on the part of Contractor and also on that of any of its Subcontractors, Sub-Tier Suppliers, third parties engaged by Contractor and operators belonging to its whole supply chain. In such cases, the Contractor has the obligation to grant access to Company to its premises and to provide promptly the requested documentation, as well employ its best efforts to cause its Subcontractors, Sub-Tier Suppliers, third parties engaged by Contractor and its whole supply chain to do the same.

(l) Company may terminate the Contract for reasons attributable to Contractor and seek compensation for damages, in cases in which it is justifiably and sufficiently aware that Contractor and/or any of its Subcontractors, Sub-Tier Suppliers, third parties engaged by the Contractor and operators belonging to its whole supply chain have violated any of the above-mentioned principles and obligations.

(m) Without limiting the requirements of Section 3.5 "SUBCONTRACT" above, the Contractor shall use commercially reasonable efforts to enter into contracts with its Subcontractors that contain terms which are substantially similar to the ethic and anticorruption provisions of the Agreement, so as to carry out the intent and accomplish the purpose of Company that all Subcontractors and Sub-Tier Suppliers conduct business in a way that: (i) meets the fundamental responsibilities regarding human rights described in Section 11.7(b) and (d), (ii) does not give the appearance that Company is attempting to improperly influence any Governmental Authority in the manners described in 11.6(f), and (iii) provides Company with the transparency regarding potential conflicts of interest and Enel's Code of Ethics violations in the manner described in 11.6(i). In addition, the Contractor shall include in its contracts with its Subcontractors a provision that is substantially similar to the foregoing sentence.

11.8 No Suits, Proceedings. The Contractor represents and warrants that there are no actions, suits, proceedings, patent or license infringements, or investigations pending or threatened against it at the Applicable Law or in equity before any court (in India or otherwise), 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 the Contractor or in any impairment of its ability to perform its obligations under the Agreement. The 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 Grant of License. The Contractor represents and warrants that it owns or has the right to use and maintain all Intellectual Property Rights necessary for performance of the Agreement and to enable Company and its Affiliates to use the Scope of Work as contemplated herein. Further, the Contractor represents and warrants that there are no contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, Contractor's obligations or other circumstances that prevent or may prevent Company from using, utilizing or in any other way enjoying the Intellectual Property involved by the performance of the



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

Agreement as well as product, service, supply, license, document, object, item to which it is embedded or into which it is included. In case the Contractor needs to use any Intellectual Property Rights covered by a third-party license for performing the obligations arising out of the Agreement, upon request by Company, but without any obligation of Company to do so, the Contractor shall provide evidence to Company that it has obtained such third-party license. Upon Company's request, the Contractor shall provide any additional information, clarification, explanation, confirmation, correspondence, manual and any other documents or data relating to any resources protected by Intellectual Property Rights used for performing the Agreement. In the event that Contractor becomes aware of any claim – whether judicial or extrajudicial – by a third party that the Intellectual Property Rights necessary for the performance of the Agreement infringe upon such third party's Intellectual Property Rights, Contractor shall promptly provide written notice to Company.

12.2 IP Indemnity. The Contractor shall indemnify, defend and hold Company, and its present and future Affiliates, and their respective directors, officers, shareholders, members, 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 the Contractor or any Subcontractor or Sub-Tier Supplier or respective Personnel of any Intellectual Property Rights in connection with the Agreement, including without limitation, any deliverable, (ii) the Contractor's or any Subcontractor's or respective Personnel's violation of any third-party license to use Intellectual Property in connection with the Agreement, including, without limitation, any deliverable.

12.3 Remedy. In the event that any infringement of Intellectual Property Rights occurs or may occur in relation to or while performing the Agreement, 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 without deterioration of the quality or characteristics of the Work; or (c) replace the relevant infringing part or aspect with non-infringing design, equipment or material consistent with the Scope of Work; or (d) repay to the Company the price paid in respect of the relevant aspect of the Scope of Work relating to the whole or the infringing part thereof.

12.4 Company Rights. The Contractor: (i) may not in any way copy, publish, distribute, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any Company products, samples or technical specifications that are delivered by Company to the Contractor in furtherance of the Contractor's performance of the Agreement; (ii) may not make any derivative works, objects, items, products, samples or technical specifications; (iii) shall not use Company's products, samples, technical specifications or intellectual property information for any purpose other than due performance of the Agreement; (iv) shall not disclose, and shall cause its employees not to disclose, Company's products, samples, technical specifications or intellectual property information to any third party without Company's prior written consent, and shall keep these documents in strict confidence in accordance with this Contract. 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 the Contractor and otherwise prepared by the Contractor and the Contractor's Subcontractors and respective Personnel in providing the Scope of Work pursuant to this Agreement. The Contractor agrees to give Company thirty (30) days' notice prior to the Contractor destroying or otherwise disposing of any duplicate documentation or drawings relating to the Work. If Company desires, the Contractor shall forward such documentation to Company, at any time taking appropriate precautions in relation to the processing, use and transfer of data to ensure security, non-disclosure and strict confidence in accordance with this Contract.

12.5 Background IPRs and Foreground IPRs. 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 the Contractor may conceive, make, develop, create, reduce to practice, or work on, in whole or in part, in the course of performing the Agreement shall constitute a "work made for hire," shall be owned by Company (as of the moment such ownership right is generated), and shall be delivered to Company upon completion of the Work ("Foreground IPRs"). The Contractor hereby assigns to Company, without royalty or any further consideration, all the Contractor's rights, title, and interests in and to any such Foreground IPRs. Each Party recognizes and agrees that each Party's present and future Intellectual Property Rights pertaining to each Party before the signature of the Agreement or successively acquired in parallel projects outside of the scope of the Agreement ("Background IPRs") remain exclusive property of such Party and the other Party shall have no claim in relation to any such right. If the Contractor uses its Background IPRs for the performance of the Agreement, any Foreground IPRs belonging to Company shall be limited to the additional parts (generated by the Contractor in performing the Agreement on the basis of its Background IPRs) that do not, in any way, include or contain any of its Background IPRs.

12.6 Continued Use. If requested by Company, the 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 the Contractor agrees that its obligations under this Section shall continue beyond the termination or completion of the Agreement.

13 TRANSFER TO THIRD PARTIES

13.1 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 lenders of the project or to a future owner of the Site for which the Services / Goods/Works constituting the Scope of the Agreement are being performed, without Contractor's consent.



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

13.2 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 to be decided at its sole discretion.

13.3 Change of Control. The Contractor undertakes to promptly notify Company of the initiation of procedures for its dissolution, transformation, merger, demerger or, in any case, of other extraordinary transactions, including the sale of a majority of its equity interests, substantially all of its assets, as well as significant changes in its Governing Body or Control. Without prejudice to compliance with confidentiality obligations of the Provider, the above-mentioned notification shall be made with a reasonable advance notice or, in any case, not later than five (5) Business Days from the events mentioned above.

14 FORCE MAJEURE

14.1 Definition of Force Majeure. "Force Majeure Event" means an event or circumstance that (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.

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

- (a) the absence of sufficient financial and/or technical means to perform obligations or the failure to make payments in accordance with the Agreement;
- (b) any labor disturbance, strike or dispute of the Contractor's workers or personnel or any Subcontractor's workers or personnel or any independent contractor engaged by the Contractor or any of its Subcontractors;
- (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 climatic or weather conditions that a Contractor with experience in facilities can reasonably predict and whose harmful effects could have been consequently avoided in part or totally by the Contractor;
- (e) the unavailability or shortages of labor or equipment and materials despite being reasonably predictable, or that could have been avoided or remedied in advance;
- (f) delays or contractual breaches of any Contractor's Subcontractor, unless such delays or contractual breaches are in turn a consequence of a force majeure event; and
- (g) the status of the site or road access to the site where the contractual activities are carried out, which is known and accepted by the Contractor.

14.3 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 five (5) calendar days after the affected Party becomes aware of such occurrence. Within twenty (20) 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 one hundred eighty (180) calendar days, Company shall have the right to terminate the Contract upon giving the Contractor five (5) days written notice, with no compensatory break-fees or penalties due to termination.

15 INDEMNITY

15.1 Contractor's Indemnity. Without prejudice of all other indemnities provided under these SCCs and/or the Agreement, the Contractor shall indemnify, defend and hold harmless, Company, and its present and future Affiliates, and their respective directors, officers, shareholders, members, employees, agents, representatives, successors and assigns from and against any and all claims (including third-party claims), actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) resulting from or arising out of (a) injuries to or death of any and all individuals, including, without limitation, members of the general public, or any employee, agent, independent contractor or consultant or Affiliate of either Party, arising out of or connected with the performance of the Agreement, (b) damage to, loss, and/or destruction of property, including, without limitation, to property of Company or the Contractor arising out of or connected with the performance of the Agreement, (c) the Contractor's or any of its Subcontractors' or Sub-Tier Suppliers' or respective Personnel acts or omissions in breach of the Agreement, (d) the Contractor's or any of its Subcontractors' or Sub-Tier Suppliers' failure to comply with Applicable Law. The indemnification obligation shall not apply to the extent that injuries, death, loss, damage or destruction is caused by the negligence or willful misconduct of Company or its employees.

15.2 Concurrent Liability. In the event such damage or injury is caused by the joint or concurrent negligence of Company and the



Standard terms and conditions India

2nd edition, valid from 27/10/2022

Contractor, the loss shall be borne by each Party in proportion to its degree of fault.

16 DISPUTE RESOLUTION AND GOVERNING LAW

16.1 Dispute Process. 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.

16.2 The seat of arbitration shall be New Delhi, India 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.

16.3 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.

16.4 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 New Delhi, and hereby waive any objection to such jurisdiction including without limitation objections by reason of lack of personal jurisdiction, improper venue, or inconvenient forum

16.5 Continued Performance During Dispute Resolution. If so ordered by Company in writing, in spite of any claims whether monetary or otherwise, and while waiting for the Dispute resolution procedure to be completed, the Contractor shall promptly and diligently perform any disputed Scope of Work or conform to any disputed Change Order, direction, instruction, determination or decision of Company. The Contractor shall not be permitted to slow down, delay Scope of Work under any circumstances. Throughout any such disputed Work, Contractor shall keep or cause to be kept complete records of any extra costs or delays incurred for or on account of the disputed Scope of Work or claim and shall permit Company access to these and any other records needed for evaluating the claim. In spite of any Dispute and while waiting for the Dispute resolution procedure, Company shall continue to pay the Contractor in accordance with the Agreement with respect to any amounts that are not in dispute.

16.6 Governing Law. This Agreement shall be governed by the laws of India.

17 TERMINATION AND SUSPENSION

17.1 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 Work by giving prior written notice of 30 (thirty) days to the Contractor.

17.2 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 and Code of Ethics, the Company may terminate all or part of this Agreement according to the relevant provisions of the HSE Terms and Code of Ethics.

17.3 In the event of termination pursuant to these Section 17.1 and 17.2, the Company's sole liability shall be to pay to the Contractor, for Scope of the Work performed prior to the date of termination, which shall be the sole and exclusive remedy for the Contractor for termination therein.

17.4 Company shall be entitled to terminate this Agreement by giving prior written notice of 7 (seven) days to the Contractor (a) if Contractor 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 Contractor 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 Contractor 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 Sections 11.2 and 11.7 of these Standard Terms and Conditions; 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 Company may have under the Applicable Law or in equity.

17.5 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.

17.6 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



Standard terms and conditions India

2nd edition, valid from 27/10/2022

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.

17.7 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.

18 CHANGE ORDERS

18.1 Except to the extent provided in this Section 18 "Change Orders", there shall be no change to the Scope of Work, 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 authorized by Change Order.

18.2 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 18.1, 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.

18.3 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.

18.4 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 authorization 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.

18.5 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.

18.6 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.

18.7 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 Contract Price shall be determined on the basis of net increase or decrease.

18.8 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



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

Order for approval. The Company must approve or disapprove the Change Order pursuant to Section 18.2 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.

19 CONSEQUENTIAL LOSSES

19.1 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.

19.2 Contractor shall keep accounts, books and other records of all its billable charges incurred in performing the Scope of the Agreement hereunder and shall itemize 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.

19.3 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).

19.4 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.

19.5 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.

20 INTERPRETATION

20.1 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.

20.2 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.

21 CURRENCY

21.1 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



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

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.

22 INDEPENDENT CONTRACTOR

22.1 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.

22.2 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.

23 SCHEDULES AND DELAYS

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

23.2 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.

23.3 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.

24 CONFIDENTIALITY

24.1 Definition of Confidential Information. Confidential Information means any Information (in any form, whether oral, written, graphic, electronic or otherwise) disclosed or made available by a Disclosing Party or its Affiliates or any of their Representatives to a Receiving Party, whether or not marked as "confidential", for the purposes of and/or during the performance of the Contract, together with any and all Information: (i) of which any of the Parties may have knowledge as a result of other contracts signed between the Parties, and/or pre-contractual negotiations thereof, as well as all related documents and specific knowledge (regardless of how they have been compiled, obtained or developed); (ii) generated by a Receiving Party that contains, reflects, or is derived from such Information furnished by the Disclosing Party. Confidential Information includes, without limitation, economic and financial documents, data and information that regards, but is not limited to, business strategies, information about products and/or production processes (design, study and development), means and costs of production, sales information, development strategies and customer management, any kind of data about clients, suppliers and their technical or commercial profile, documentation regarding technical and economic offers in public and private tenders, data about tests and/or the functioning of plants, equipment, machines and products, business analysis, market researches, business and marketing plans other statistical data that are relevant for the business, internal organization procedures, ideas of advertising and new trademarks not yet used in the market, prices, features, concepts, prototypes and layouts of new products or services not yet launched on the market, etc. It also applies to technical documents data and information, referring for instance, but not limited to patentable inventions, patents, patent applications, licenses, source code of any kind of software, its principles and the related algorithms; discoveries, algorithms and formulas; new production processes and methods; new methodologies for testing plants, equipment, machines and products, results of activities of Research and Development (R&D). Without limiting the foregoing, Confidential Information also includes (a) any information which is expressly qualified as "confidential," "strictly confidential," "secret" (or in any other similar way) by the Disclosing Party, (b) any information which the Receiving Party knew or ought to have known to be confidential by way of its nature or treatment by the Disclosing Party, such as that the information is not publicly known, not easily accessible by third parties and subject to appropriate measures to preserve its non-public nature, and (c) the contents of the Contract including its exhibits, annexes, Purchase Orders, Change Orders and other attachments. Confidential Information does not include Information that the Receiving Party can prove it already knew, without an obligation of confidentiality, before the beginning of the performance of the Contract; Information that the Receiving Party can prove it received from third parties not subject to any non-disclosure obligation; Information that, after the communication to the Receiving Party, without any responsibility of said Party,



Standard terms and conditions India

2nd edition, valid from 27/10/2022

became generally known or readily accessible to persons within the circles that normally deal with the kind of information in question; or Information independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

24.2 Use of Confidential Information, Generally. All Confidential Information can be used only for the purpose of executing the Agreement and the Receiving Party shall treat such Confidential Information as confidential. Without limiting the generality of the foregoing, the Receiving Party shall restrict disclosure of Confidential Information to exclusively its administrators, managers, employees, Subcontractors, Sub-Tier Suppliers and respective Personnel, advisors and lenders which must have the Confidential Information for the performance of the Agreement and, in any event, may only disclose Confidential Information to Subcontractors, Sub-Tier Suppliers, advisors and lenders if such Subcontractors, Sub-Tier Suppliers, advisors and lenders agree to confidentiality obligations no less protective than those in the Agreement. Further, Receiving Party is responsible for any act or omission on the part of its administrators, managers, employees, Subcontractors, Sub-Tier Suppliers, advisors and lenders that leads to a disclosure of Confidential Information or use of Confidential Information for a purpose other than performance of the Agreement.

24.3 Permitted Disclosures. Confidential Information may not be disclosed without the prior written and express authorization of the Disclosing Party, except in those cases in which the Receiving Party is legally compelled to disclose such Confidential Information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand and access to information or similar process), provided that immediately upon receiving any such request and to the extent that it may legally do so: (i) the Receiving Party advises the Disclosing Party of the request prior to making such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling (including seek a protective order), or take such other action as it deems appropriate to protect the Confidential Information and that, without an obligation to incur expense in doing so, Receiving Party cooperates with Disclosing Party in such efforts; and (ii) the Receiving Party discloses only that portion of Confidential Information which is legally required to be disclosed. In any event, the Receiving Party shall not oppose any effort by the Disclosing Party to obtain a protective order or other appropriate remedy limiting disclosure. Without prior written and express authorization from the Disclosing Party, the Receiving Party may not copy, reproduce, translate, modify, adapt, develop, dismantle, separate, perform reverse engineering operations or any operation intended to extract the source codes - wholly or partially - of the Confidential Information provided.

24.4 Management of Confidential Information; Strictly Confidential Information. Without limiting the generality of Sections 25.2 and 25.3 above, the Receiving Party shall create and manage Confidential Information which is in the form of logical and physical data using the best available international techniques and practices, to guarantee the protection of said Confidential Information from unauthorized use, destruction, manipulation, access or reproduction. Once the Agreement has expired, the Receiving Party shall return all the Confidential Information provided by the Disclosing Party or in its possession, for the purpose of performing the Agreement, in addition to destroying all copies and files that it may have, unless it has received written permission to the contrary from the Disclosing Party. The Receiving Party shall confirm destruction of such Confidential Information to the Disclosing Party within fifteen (15) days from the expiration of the Contract and shall declare in writing not to be retaining any documents or other objects containing (or related to) Confidential Information, provided, however, that Receiving Party may retain electronic copies of Confidential Information: (i) that are stored on Receiving Party's and/or its representatives' electronic records storage system as a result of automated back-up systems, and (ii) to the extent required by Receiving Party's data retention or similar policies or by Applicable Law. Any Confidential Information retained by Receiving Party after the expiration of the Agreement pursuant to the foregoing sentence continues to be governed by the confidentiality protections of this Section 24 for so long as it is retained by Receiving Party.

24.5 Term of Restriction on Disclosure. The Receiving Party shall not disclose Confidential Information during the Term of the Agreement (if the Agreement has a term) and for a period of five (5) years after it has expired (or in the event that the Agreement has no term, for a period of five years from the Receiving Party's receipt of such Confidential Information). Notwithstanding the foregoing, in the case of Confidential Information qualified as "strictly confidential" by Company, the obligations of confidentiality and non-use set forth in this Section 25 shall survive the termination of this Agreement for any reason whatsoever, unless otherwise provided by the Disclosing Party, and shall be effective until the Receiving Party is able to demonstrate that said "strictly confidential" Information has become generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question for any cause different from its disclosure by the Receiving Party.

24.6 Remedies. Both Parties acknowledge and agree that monetary damages may not represent a sufficient remedy for the breach or threatened breach of this Section 24. Therefore, in addition to all other remedies available at Applicable Law (which neither Party waives by exercise of any rights hereunder), the non-breaching Party shall have the right to seek specific performance, temporary and permanent injunctive relief and any other equitable relief, with or without proof of actual damages, and without the posting of a performance bond, as a remedy for any such breach or threatened breach of this Section 24.

24.7 Return or Destruction. Notwithstanding the foregoing, neither Company nor Enel is required to destroy electronic copies of Confidential Information (i) that are stored on its and/or its representatives' electronic records storage system as a result of automated back-up systems, or (ii) to the extent required by Enel's data retention or similar policies or by Applicable Law, provided, however, that the confidentiality obligations of this Article 24 shall continue to apply with respect to such Confidential Information for so long as it is retained by Receiving Party.

24.8 Confidential Information Owned by Disclosing Party. Each Party acknowledges and agrees that Confidential Information is and remains the exclusive property of the Disclosing Party. Nothing in the Agreement shall be understood - unless expressly stated in writing - as granting a license or the like in matters of patents, copyrights, inventions, trade secrets, trademarks,



Standard terms and conditions India

2nd edition, valid from 27/10/2022

discoveries or improvements made, other resources protected by Intellectual Property Rights conceived or acquired, both before and after the performance of the Agreement.

24.9 Trade Secrets. Each Party represents and warrants to the other Party that in performing the Agreement it does not violate any trade secrets rights of third parties.

24.10 Cyber Security

24.10.1 Contractor can access Company or Enel's IT system only if authorized by Company or Enel. Contractor is responsible for the activities performed on Company or Enel's systems by using its digital identity, which Contractor shall ensure is safeguarded. In performing such activities, the Contractor shall comply with following rules of conduct:

- a) never reveal nor provide the authentication credentials to anyone;
- b) not insert passwords into e-mail messages or other forms of electronic communication, nor reveal them over the phone to anyone;
- c) never memorize passwords to access Enel or Company's applications via browser through the "remember password" functionality;
- d) check that no one is watching when the Contractor types the credentials to access IT devices or systems, in order to prevent theft of Contractor's credentials;
- e) never use the same password for the authentication to different systems;
- f) access to information systems shall be limited to software / tools provided specifically for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- g) any transaction developed through Enel's or Company's IT systems shall not violate Applicable Law;
- h) the workstation used (permanent or temporary) shall not connect to internet services other than those provided or authorized by Enel or Company and shall have the necessary antivirus installed. All necessary measures shall be taken to prevent the spread of viruses, malicious software or any illicit software that may cause interruptions in the service or loss of data;
- i) all email accounts, file storage or communication platforms (including social networks) shall be explicitly provided or authorized by Enel;
- j) sensitive data shall be stored, transmitted or cancelled by appropriate coding software;
- k) it is forbidden to modify the configuration of the system to avoid security checks; and
- l) in order to prevent the disclosure of information to unauthorized Persons, attention shall be paid to printed documents, removable hard drives, removable storage and video screens.

25 MISCELLANEOUS

25.1 Sustainability. Company, as part of the Enel Group, pursues a sustainable business model and strives to place environmental, social and economic sustainability, together with innovation, at the center of its corporate culture by implementing a sustainable development system based on the creation of value that may be shared with its internal and external stakeholders. Company is committed to pursuing the achievement of the UN Sustainable Development Goals (SDGs). The Enel Group has been a "Participant" member of the UN Global Compact since 2004 and in 2020, was confirmed as one of its lead companies thanks to the Enel Group's adherence to the 10 founding principles on human rights, labor standards, environmental protection and the fight against corruption. Company is committed to boost social, economic and environmental sustainability also through the contractual relationships with its suppliers. To that end, Company declares for itself the statements set out in this Section 25.1 and encourages its suppliers to adhere to similar principles on sustainable development. The Contractor acknowledges that Company's principles on sustainable development are available at the following link <https://www.enel.com/company/our-commitment/sdg-onu>.

25.2 Cooperation of Parties. 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.

25.3 Press Releases. The Parties (a) shall consult with each other before issuing any press release or otherwise making any public statements with respect to the Agreement; and (b) shall not issue any such press release or make any such public statement without the prior written consent of the other Party. Further, the Contractor may not make use of Company or its Affiliates' trademarks, logo or distinctive signs and may not commercially exploit the fact that the Contractor is providing services to Company, without the prior written consent of Company.



Standard terms and conditions

India

2nd edition, valid from 27/10/2022

25.4 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.

25.5 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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.

25.10 Survival. The obligations imposed on Contractor by the Articles of the Agreement and Sections 4, 9, 10, 11.6, 12, 14, 15, 16, 20, 22, 23.1, 24.5, 25.13 shall survive cancellation or termination of the Agreement and final payment for the Scope of the Agreement.

25.11 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.

25.12 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.

25.13 Multifactor Authentication System. This Section 25.13 is applicable if at any time the performance of the Contract requires or involves the Contractor gaining access to and/or using any application available on the Company's systems and/or the Company's IT infrastructure ("Enel Systems"). Upon the request of the Company at any time and for any reason, the Contractor shall participate in and implement the Company's dual factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use any Enel Systems. The Contractor agrees that for the Contractor to participate in and implement the Multifactor Authentication System, (i) a smartphone and a working SIM card are required; (ii) each smartphone used for the purposes of the Multifactor Authentication System must be associated exclusively with the personal identity of the specific employee, agent, Subcontractor, representative or other Personnel of the Contractor who will access and/or use the Enel Systems on behalf of the Contractor; and (iii) the Contractor shall satisfy all of the foregoing requirements at its sole risk, cost and expense. The Company shall not be responsible for any fee, cost or charge (financial or other) related to the supply of any smartphone and shall not be responsible or liable to the Contractor or any third party for any damages, claims or losses, direct or indirect, arising out of or connected with the failure and/or defective functioning or unlawful use of any smartphone that is used for the Multifactor Authentication System by the Contractor's employees, agents, Subcontractors, representatives or other Personnel.

25.14 Language and system of measurement. The Agreement is made in the English language. 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.

25.15 Progress reports: 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 Subcontractors, 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.

25.16 PROCESSING OF PERSONAL DATA. Both Company and Contractor shall comply with the Applicable Law on the protection and processing of personal data. While processing personal data on behalf of Company, Contractor shall adopt adequate technical and organizational security measures to avoid personal data breaches, shall comply with the General Data Protection European Regulation 679/2016, if applicable, and shall inform Enel without undue delay of any personal data breach occurred in the performance of the Contract.