

	<b>ENEL GROUP</b> <b>GENERAL CONTRACT CONDITIONS FOR CONSULTING SERVICES</b> <b>AND</b> <b>PROFESSIONAL SERVICES ON INSTITUTIONAL/REGULATORY AFFAIRS,</b> <b>BUSINESS DEVELOPMENT AND MERGER &amp; ACQUISITION MATTERS</b> <b>RUSSIA</b>	Pag.1 di 20
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## 1. SCOPE.

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

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

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

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

## 2. DEFINITIONS.

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

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



### **3. FORMALIZATION.**

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

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

3.3. The Contract shall enter into force on the date of its signing by both Parties, (unless otherwise is defined in the Agreement), and shall be valid until complete performance of the Parties' obligations thereunder.

### **4. INTERPRETATION AND HIERARCHY.**

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

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

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

4.3. Without prejudice to article 19, "Applicable law and Jurisdiction", should any doubts and/or conflicts arises concerning the Interpretation and performance of the Contract, it shall be amicably resolved by the Parties, in accordance with the subject matter and purpose of the Contract and in compliance with the applicable provisions.

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

### **5. PARTIES RIGHTS AND DUTIES.**

#### **5.1. The Provider's obligations.**

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

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

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

5.1.4. The Provider undertakes to communicate immediately Enel any change in the information provided to Enel in the Declarations given for the purpose of the Contract awarding. In addition, the Provider, declares to be aware that Enel can check at any time the accuracy and timeliness of the Declarations and



undertakes to provide on Enel request, as of now, any appropriate additional documentation. If there is any failure to update information and / or the failure to produce the documents required by Enel, it may adopt, without prejudice to its right to compensation for damages - at its sole discretion – denial measures / suspension / exclusion from Enel Qualification System and the immediate termination and by law of the Contract/Contracts awarded on the basis of unfaithful declaration.

5.1.5. The Provider shall inform Enel promptly (within 1 (one) day) of any circumstances aggravating the proper performance of the Contract.

5.1.6. The Provider shall comply with the observations and eliminate other deficiencies revealed by the Enel upon approval of the services result within the terms set forth by Enel when approving.

5.1.7. The Provider shall comply with other provisions of this Contract.

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

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

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

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

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

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

## **5.3. Enel's rights and obligations.**

5.2.1. Enel shall accept from the Provider the services that meet the requirements set forth in the Contract.

5.2.2. Enel shall pay for the services rendered subject to the terms hereof.

5.2.3. Enel is entitled at any time to inspect the process and quality of the services rendered by the Provider without changing the order of their rendering earlier approved, unless reasonable and justified doubts of Enel as to the services rendering require such changes.

5.2.4. Enel may withdraw from the Contract (or from the performance of any part of the contract) at any time as provided in Article 15.2.

5.2.5. Enel may terminate the Contract under Article 15.3. of the Contract, or in the cases provided by law and/ or under provisions of the Contract.

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

6.1. Subject to the application of previous Article 5.1 "The Provider's Obligations", the Provider undertakes to dedicate a specific work team, whose members shall be selected on the basis of their specific skills



and expertise.

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

## **7. DURATION- DEADLINES REGARDING PERFORMANCE OF CONTRACTUAL ACTIVITIES.**

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

## **8. FINANCIAL CONDITIONS (CONTRACT AMOUNT AND PRICES).**

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

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

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

8.4. The Parties have agreed that the interest on debt within the payment terms under Article 317.1 of the Civil code of the Russian Federation is not charged.

## **9. INVOICING AND PAYMENT TERMS.**

### **9.1. Invoicing.**

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

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

9.1.2. Enel shall return to the Provider invoices that:

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

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

9.1.4. The Provider shall provide Enel with the VAT invoices executed in compliance with the requirements stipulated by the applicable tax laws of the Russian Federation.

9.1.5. Within 5 (five) calendar days after signing of the relevant acceptance certificate, the Provider shall provide the VAT invoice with specification of the VAT sum subject to payment by Enel. This VAT invoice shall meet the requirements stipulated by the applicable tax laws of the Russian Federation. The Provider shall provide the Provider's administrative document to Enel pursuant to clause 6, article 169 of the Tax Code of the Russian Federation, confirming the power of the authorized persons to sign the VAT invoices issued on behalf of the Provider.



The VAT sum shall be deemed invoiced by the Provider to Enel's in accordance with the requirements stipulated in clause 1, article 168 of the Tax Code of the Russian Federation, provided that the requirements for VAT invoice are met. In case of failure to observe these requirements, the VAT invoice shall be deemed not issued, and the VAT sum shall be deemed not presented for payment.

9.1.6. In case if the Provider does not present the VAT sum for payment, the sum transferred by Enel as VAT being part of the services cost shall be deemed unfounded benefit of the Provider and shall be subject to return to ENEL.

9.1.7. The interest shall be accrued on this sum in accordance with the requirements stipulated in clause 2, article 1107 of the Civil Code of the Russian Federation.

9.1.8. Provider's non-performance of the services hereunder shall not be considered as the Provider's saving and shall not be subject for payments, notwithstanding the positive results according to the subject matter of this Contract.

9.1.9. The Provider's obligation concerning the payment shall be deemed discharged after writing-off of the funds from the Enel's settlement account.

9.1.10. In case of the advance payment the Provider shall submit the VAT invoices for the amount of the advance payments paid, within five days upon receipt of the advance payment. The VAT invoice shall be prepared in accordance with the requirements of the Tax Code of the Russian Federation.

## **9.2. Payment terms.**

9.2.1. All payments shall be made by Enel by bank wire transfer, in the manner and within the time limits set out in the Contract, upon signature of the invoice, the Acceptance certificate for the services rendered and submission of the relevant original VAT invoice provided that the services are duly rendered.

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

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

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

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

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

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

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

## **10. TAXES.**

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



10.2. The Parties mutually undertake to fulfil all obligations, to deal with all the paperwork and deliver all documents necessary for the proper payment of taxes, including withholdings and other legal obligations applicable to the Provider, complying with the procedures provided for by the law.

Similarly, the Parties undertake to cooperate in obtaining exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to the Provider, Enel loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Provider.

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

10.3. Should an agreement between the Provider's country of residence and the country of residence of the Enel Group companies be in place in relation to the avoidance of double taxation, and the Provider invoke the application of the provisions of such an agreement, it must provide Enel with its certificate of residence (or any other declaration/certificate necessary for the application of conventions against double taxation) certifying its tax residence for the purposes of the provisions of the relevant agreement; for the purposes of classification of the type of income under the Convention against the double taxation, the Provider shall take into account the interpretation in force in the country in which the Enel Group companies are located. This certificate is, in principle, valid for one year, unless the legislation of the country in which the Enel Group companies are located establishes a shorter period. In any case, when the validity of each certificate expires, the Provider shall submit another valid certificate.

## 11. ASSIGNMENTS OF RIGHTS AND RECEIVABLES.

11.1. Any assignment of right and/or transfer of obligation by the Provider under the Contract (including the assignment of the right to claim against the Enel) may be made only upon preliminary written consent of the Enel. A breach of this article by the Provider shall entitle the Enel to unilaterally without juridical procedure terminate the Contract and claim for compensation of losses from the Provider.

## 12. INDUSTRIAL AND INTELLECTUAL PROPERTY.

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

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





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

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

12.4. The Parties agree that

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

The Pre-existing Rights of Industrial and Intellectual Property owned by Enel and delivered to the Provider, on the basis of appropriate documentation, for the performance of the services under this Contract shall be used by the Provider itself exclusively for this purpose and must be returned at the conclusion of the Contract, at all times taking appropriate precautions in relation to the processing, use and transmission of information, pursuant to clause 13 "Confidentiality" below.

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

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

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

### **13. CONFIDENTIALITY.**

13.1. All elements that Enel makes available (verbally, in writing, in electronic format or in any other way) for the purposes of and/or while performing the contract, as well as any and all confidential information that the Provider may become aware of in any form (also by direct vision) as a result or the effect of other contracts stipulated with Enel and / or related to pre-contract negotiations, as well as all documents, information, specific knowledge (irrespective of how it has been collected, obtained or developed with regard to the contract) may only be used for the purposes of performing the contract itself and are confidential.





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

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

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

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

For the purposes of the present document:

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

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

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

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

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

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

13.2. In addition to ensuring that the information and data provided are complete, the Provider (i) must restrict the publication of information reserved exclusively to these Representatives who genuinely need to have it due to their involvement in performing the Contract ; (ii) will oblige the Provider's Representatives to comply fully with the obligation to maintain confidentiality stipulated in this paragraph; (iii) will be held responsible for any action



or omission by the Provider's Representatives which leads to any violation of the obligation to maintain confidentiality.

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

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

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

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

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

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



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

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

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

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

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

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

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

13.12. The Parties shall keep confidential all data referred to the subject of the Contract, its conclusion/termination, process of its execution and obtained results.

13.13. Except for the cases provided for in the Contract, the laws of the Russian Federation or regulatory requirements, a Party shall not, without the other Party written consent, disclose any Contract related information to third parties. Information handed over on the basis of and in connection with the Contract shall be subject to the confidentiality terms and conditions stated in the Contract for the period of 5 years since the Contract validity expiry day.

13.14. Enel shall have the right, without the Provider's consent, to disclose any Contract related information to companies from Enel Group as well as to parties involved for the purpose of the project implementation.

## **14. EXECUTION.**

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

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



14.3. Enel undertakes to provide, if requested by the Provider, all necessary data for the performance of the activities covered by the Contract. If the data provided by Enel is insufficient or incomplete, the Provider undertakes to request missing information.

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

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

14.5. The services are deemed accepted upon signature by the parties of the relevant Acceptance certificate for the services rendered (hereinafter – the “Certificate”) in two counterparts.

14.6. Enel shall accept the services rendered within 7 (seven) business days upon receipt of the Certificate from the Provider by signing the Certificate and sending it to the Provider or submit objections to the Certificate in writing (hereinafter – the “Objections”) specifying reasonable terms to eliminate the deviations from the Contract and other deficiencies.

14.7. The Provider shall eliminate the deficiencies in part of the services rendered within the term specified by Enel in the Objections without any additional charge.

14.8. If the Provider violates the obligations specified in Art. 14.7 above, , Enel is entitled to unilaterally and extrajudicially terminate the Contract by sending to the Provider a written notice and to claim damages.

14.9. If after services rendering, Enel reveals deviations from this Contract or other deficiencies that could not be revealed in case of ordinary acceptance of services, including those that were intentionally hidden by the Provider, it shall notify the Provider thereof in writing within 7 (seven) business days upon their revelation. In this case the Provider shall eliminate the deficiencies revealed by Enel within the reasonable terms set forth by Enel and without any additional charge.

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

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

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

## **15. SUSPENSION, WITHDRAWAL AND TERMINATION.**

### **15.1. Suspension.**

15.1.1. If, for any reason, Enel considers necessary or is obliged to suspend all or part of the activities covered by the Contract, it shall send a written communication to the Provider, stating the cause and providing an estimate of its duration.

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



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

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

## **15.2. Withdrawal.**

15.2.1. Enel may withdraw from the Contract at any time and regardless of the progress of the contractual activities. In particular, Enel may withdraw from the contract whenever has in its possession information regarding the loss of the integrity requirements by the Provider.

Withdrawal must be communicated in a signed deed with proof of receipt and shall take effect from the date of receipt. Enel shall communicate which activities must be completed and which must be stopped immediately. Enel shall pay the cost of the documented services actually rendered by the Provider prior to the withdrawal date. Activities which have been interrupted and those not yet performed, shall be subject to reimbursement of documented expenses for existing and irrevocable commitments without financial consequences, or the documented value of the consequences thereof, if the latter is more favourable to Enel.

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

## **15.3. Termination for reasons attributable to the PROVIDER.**

15.3.1. Enel may terminate the Contract in the cases provided by law and/ or in the following cases, where there is a cause preventing or significantly affecting the proper performance of the service covered by the Contract. For example, in the event of:

- a) dissolution, transformation, reduction of capital or significant changes in the Provider's governing bodies, if such changes have a negative effect on the execution of the Contract or contravene the provisions of art. 17, "Ethical conduct rules";
- b) decrease in financial capacity or financial solvency that affects the normal and regular fulfilment of the Provider's obligations;
- c) non-performance of all or part of the services by deadline (including interim or partial deadlines) stipulated in the Contract;
- d) non-compliance with the terms and conditions stipulated in the Contract;
- e) impossibility for the Provider to obtain timely certificates and approvals required for the proper performance of the Contract related to its activities while the Contract is in force.
- f) failure to fulfil obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the law applicable to the Contract;
- g) ascertainment, at any time after the signing of the Contract, of the omission and/or of the falsity of information and declarations provided by the Provider related to the fulfilment of the legal, economic, financial, technical or contractual conditions;
- h) refusal by the Provider to begin the performance of activities under the Contract;
- i) refusal by the Provider to resume the performance of activities under the Contract which Enel - for whatever reason - had ordered to be suspended, where Enel has ordered them to be resumed;
- j) carrying out by the Provider of repeated acts that are harmful to Enel's image;
- k) loss of the requirements of honesty by the Provider;



- l) breach of the obligations of the Provider on the subject of health and safety of the workers stated in the article 5.2;
- m) actions, omissions, behaviors, situations concerning the Provider that may cause a reputational risk for Enel and that are such as to minimize Enel's trust regarding the honourability, the integrity of the Contractor and his reliability in the execution of activities under the Contract;
- n) loss of even one of the requirements required for Qualification (if required), for the conclusion and execution of the Contract.

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

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

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

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

## **16. COMMUNICATIONS.**

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

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

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

16.3. Declarations, communications, notifications, requirements and other messages of legal force, which have an effect of civil law for the other Party, shall be forwarded to the Parties by any of the following means:

- By courier service;
- The receiving of a document shall be registered by a notice of receipt. The notice shall contain the name of the document and the date of its issue, name, surname, job position and signature of the person who received the document;
- By with a double-registered letter;
- By registered mail with declared value and list of enclosures ;
- By email;
- By fax;
- By a telegram.





Unless otherwise stipulated by law, all messages of legal force under the Contract have an effect on the receiving Party from the moment of the delivery of the relevant message to it or its representative.

The message is considered to be delivered in case it was delivered to a person to whom it was addressed (addressee), but due to circumstances dependent on him was not handed over to him or the addressee did not read it.

Legal entity bears the risk of not receiving of important messages delivered to the address indicated in the Contract or State Register of Legal Entities and also bear the risk of absence of their representative on this address. Messages delivered to the address, indicated in the Contract or State Register of Legal Entities are considered to be received by the Legal Body even if the Legal Body is not located on the specified address. 16.3.

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

## **17. ETHICAL CONDUCT RULES.**

### **17.1. Introduction.**

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

<https://globalprocurement.enel.com/ru/documents/a201611-useful-documents.html>

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

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

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

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

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





## **17.2. Conflict of Interest.**

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

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

## **17.3. Company Health & Safety Clause.**

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

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

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

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

<https://globalprocurement.enel.com/ru/documents/a201611-useful-documents.html>

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

## **17.4. Zero Tolerance to Corruption Plan.**

Enel strives to stick to its rule of corruption inadmissibility in any form. For these purposes Enel prohibits recourse to any incentives, proposals or requirements for illegal payments in a form of money or any other benefit for the purposes of securing an advantage in relationship with the partner, declaring that such prohibition applies to all of its employees. The Provider represents that it shall take into consideration the Enel's undertakings and, in its turn, shall not have recourse to any incentives, proposals or requirements for illegal payments as regards performance under this Contract for the Enel's best interest and/or benefit of its employees. In the event of a breach of this clause the Enel shall have the right to terminate this Contract and claim damages from the Provider.

## **17.5. Obligations of the Parties:**

### **17.5.1. Control System.**

The Provider undertakes to use inside its organization an efficient control system capable to prevent specific crimes, both in Russia and abroad, including: illicit gifts, financing or any other payment from the State or any government authority; fraud with regard to the State or any government authority, qualified fraud for securing government privileges, computer-related fraud with regard to the State or any government authority, bribery combined with power abuse, judicial bribery, inducing to bribery, blackmail, or theft from the State or any government authority.



### **17.5.2. Payment Systems.**

When acting towards performance of this Contract with the Enel, the Provider shall make payments solely in a form enabling to establish the recipient (non-negotiable checks, bank transfers, etc.), avoiding payments in cash or in kind.

### **17.5.3. Gifts and Benefits.**

The Provider shall, for the purposes of performing its obligations hereunder, not provide any gifts in any form whatsoever if they can be construed as going beyond the ordinary commercial activities or practices or may be otherwise considered as purporting to secure a preferential treatment in connection with any activities which may have any relation to Enel. Such provision (which may not be ignored even for the countries where gifts to commercial partners is a common practice) refers both to the promised or offered gifts and received ones; a gift shall mean any type of benefit (free access to conferences, promises of employment, etc.). In any event the Provider shall refrain from any actions prohibited by laws, commercial practice, and/or Codes of Ethics, if any, of the companies or organizations it deals with.

The offered gifts, save for low-value gifts, shall be duly registered; such documentation shall be provided to the Enel on demand.

### **17.5.4. Control Activities.**

ENEL may perform audits purporting solely to verify compliance with this Code of Ethics. The Provider shall in this connection provide all documentation which Enel deems appropriate and relevant to performance hereunder. Such documentation shall include:

- invoices;
- original documents;
- receipts for payment of expenses;
- respective accounting and management reports;
- consulting Contracts.

### **17.5.5. No Conflict of Interests.**

The Provider assures that it does not carry out any activity constituting the conflict of interest in relation hereto.

The Provider declares the following:

- managing director/directors/shareholders and the Provider's personnel directly participating in the performance of obligations under this Contract, none of them was brought to trial for the last 5 years by the corresponding articles, connected with fraud, giving/taking bribe, theft or appropriation of property etc.

### **17.6. Contract Termination.**

The Provider's breach of any of the provisions contained in this article or committing any of the above offences shall constitute a material breach of obligations hereunder and shall enable Enel to terminate this Contract unilaterally in accordance with the provisions of Article 450 (par. 1) of the Civil Code of the Russian Federation and claim damages from the Provider.

In the event of unilateral termination the Provider shall follow Enel's instructions regarding the activities which have to be completed prior to the termination anyway.



## 17.7. Integrity Clause.

17.7.1. With the bid submission and /or the acceptance of the Contract, the Bidder/Provider<sup>1</sup> declares:

- to take note of the commitments made by Enel S.p.A. and by the Companies it controls directly or indirectly (hereinafter “Enel”), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- <sup>2</sup> to be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;
- <sup>2</sup> to not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against property, crimes against personal freedom, public order, environmental crimes;
- to take note and authorize that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present article - Enel may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

17.7.2. The Bidder/Provider undertakes to promptly inform and provide any relevant documentation to

Enel:

- 1) in the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous point 17.7.1;
- 2) in the case of subjection to criminal investigation referred to in the third bullet of the previous point 17.7.1.

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

## 18. GLOBAL COMPACT.

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

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

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<sup>1</sup> The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and/or the technical director, in the case of an individual company; (b) the associates and/or the technical director, whether it is a general partnership; (c) the associated partners and/or the technical director, if it is a limited partnership; (d) the managers with power of representation and/or the technical director and/or the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Company where their position is carried out and**, if applicable, **on behalf of the Parent Company and of** (e) holder and/or the technical director, in the case of an individual company; (f) the associates and/or the technical director, whether it is a general partnership; (g) the associated partners and/or the technical director, if it is a limited partnership; (h) the managers with power of representation and/or the technical director and/or the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Parent Company**.

<sup>2</sup> For itself and for the persons listed in note 1.



- a) HUMAN RIGHTS.
  - One:** Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.
  - Two:** Any business must ensure that they do not take part in human rights violations.
- b) WORK.
  - Three:** Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.
  - Four:** Any business must support the elimination of all forms of forced labour carried out under duress.
  - Five:** Any business must support the elimination of child labour.
  - Six:** Any business must support the elimination of discriminatory practices in employment and education.
- c) ENVIRONMENT.
  - Seven:** Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.
  - Eight:** Any business must support initiatives to promote greater environmental responsibility.
  - Nine:** Any business must encourage the development and dissemination of technologies that respect the environment.
- d) CORRUPTION.
  - Ten:** Any business must work against corruption in all its forms, including extortion.

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

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

## 19. APPLICABLE LAW AND JURISDICTION.

19.1. The Contract shall be governed by and construed in accordance with the laws of Russian Federation.

19.2. All disputes and disagreements arising between the Parties in the process of performance hereof are solved by negotiations.

19.3. All disputes and disagreements arising out of this Agreement or in connection herewith including its performance, violation, termination or validity if they are not settled by means of bilateral negotiations, shall be referred to and settled by the Arbitration Court of Moscow in compliance with the laws of the Russian Federation, unless otherwise specified in the Agreement.



19.4. Notwithstanding the above, the Provider shall indemnify and hold harmless Enel against any liability and against any charge that may arise, as well as any legal action brought by third parties, in any way connected with the performance of the Contract.

## **20. CIRCUMSTANCES OF INSUPERABLE FORCE (FORCE MAJEURE).**

20.1. None of the Parties shall be held liable for full or partial non-fulfillment of any of their obligations under this Contract if such non-fulfillment is due to force majeure circumstances, provided that the force majeure influenced the obligations performance: The force majeure hereunder include: floods, earth-quakes, fire, other acts of God, war or war actions, large scale strikes, acts and other actions or decisions (in any form) of state or local authorities that make it impossible to perform the obligations hereunder and other extraordinary and reasonably preventable situations.

20.2. The Party that cannot perform its obligations hereunder due to force majeure shall notify the other Party thereof in writing within 7 (seven) days upon force majeure occurrence when it became known to such Party or should have become known on occurrence of the circumstance specified.

20.3. If any Party to this Contract is not able to perform any obligations due to force majeure within any time, the term of this obligation performance shall be extended proportionally to the time of such force majeure being in effect.

20.4. The obligation to prove force majeure is rested upon the Party that did not perform its obligations.

## **21. MISCELLANEOUS.**

21.1. This Contract contains all the terms agreed by the Parties. Any previous agreements, oral or written, that existed prior to conclusion hereof shall become null and void.