

The document "ANNEX I BRAZIL" applies to all the contracts for acquisition of material or equipments (supplies), services or works, governed by the Brazilian laws and executed by ENEL Group and the Contractor.

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**1. GENERAL INFORMATION.**

1.1. This "Annex I BRAZIL" applies to the supply, services and works contracts (hereinafter also the "Contract") concluded between an ENEL Group Company and a Contractor (hereinafter "Parties").

1.2. The original version of this Annex I Brazil is the one in Brazilian Portuguese. In case of conflict between the original version of this Annex I - Brazil, in Brazilian Portuguese language and its correspondent translations into other languages, the Brazilian Portuguese version shall prevail.

1.3. The provision in this document shall be construed as supplementary the document "GENERAL CONTRACTUAL CONDITIONS OF ENEL GROUP BASIC", unless expressed otherwise, event in which it shall prevail the terms under ANNEX I – Brazil, in relation to the "GENERAL CONTRACTUAL CONDITIONS OF ENEL GROUP".

1.4. In case of conflict between the provisions of this Annex I and the provisions of the General Part, the provisions of this Annex I shall prevail, considering that except if expressly stated in the contrary in this Annex I, the provisions of the General part are complementary to the sections with the same name (headings) in this Annex.

1.5. The hiring is governed by Brazilian laws, being Brazilian court competent to settle any claim that may rise, excluding any other court outside Brazil, unless expressed otherwise in the Contract.

1.6. The Vienna Convention on International Sale of Goods (Vienna Convention) is not applicable to the Contract.

1.7. In case of conflicts, if the Parties fail to reach an agreement to their resolution, they shall resort to Judiciary branch, unless the Contract foresees arbitration, according to Law 9.307/96, ammended by Law 13.129/15, and any subsequent amendments.

1.8. In dispute of resolution, in case the Parties come to an agreement to submit the dispute to arbitration, by including the arbitration commitment clause in the Contract, it is hereby agreed that the governing law shall be Brazilian Law and the dispute shall be submitted to and finally settled by CBMA - Brazilian Center for Mediation and Arbitration (CBMA), according to CBMA rules in force by the time of the arbitration request. The arbitration procedure shall take place in Rio de Janeiro - Brazil.

1.9. The Parties elect the Central Courts of the State of Rio de Janeiro, Brazil, as having exclusive jurisdiction to acknowledge and judge any controversies or disputes arising out of or related to this Agreement, expressly waiving any others, regardless of how privileged they may be.

**2. DEFINITIONS.**

- Shipment authorization:** Document issued by ENEL, authorizing the Contractor to carry out the shipment of all or part of the equipment or material this Contract subject matter
- Letter of intent or proceed order:** Non-compulsory contract comprising all terms that may or may not be formalized by means of a Contract.
- Proposal request:** Document in which ENEL requests an offer. It shall include technical specifications, as well as commercial and legal specifications, among which the present ENEL GROUP GENERAL TERMS AND CONDITIONS OF CONTRACT and its Annex I shall be part.

**3. ECONOMIC TERMS AND CONDITIONS.**

**3.1. Prices.**

3.1.1. Unless expressly informed otherwise, in case of execuion of works or services, the Contract Price includes, at least the following:

- Direct and indirect labor.
- Related machines and staff.
- Machines amortization.
- Permanent and consumable materials.
- Transport of people, materials and means, to and from the site.
- Installation and authorization of services.
- Maintenance costs.
- General costs and industrial benefits.
- Taxes, fees, and duties legally owed.
- Expenses regarding programming, acknowledgement and tests, material control, execution control, checks, receipts and other analysis that shall be bared by the Contractor.
- Complete execution of all units according to the Technical Specifications and other contractual documents.

- Construction, demolition, and removal of works, surveillance or storage auxiliary facilities, and those carried out in fulfillment of Work Accident Risk Prevention Normative.
- Economic guarantee, insurances and other guarantees costs, as the case may be.

3.1.2. Prices shall follow divided into price of services, price of materials and taxes payable, according to applicable legislation.

3.1.3. The Contractor is obliged for any additional costs of freights, shipments and other expenses resulting from the Contractor's failure to comply with the delivery and shipment conditions established hereof.

3.1.4. There will be no payment for materials, items of equipment or works not included in the Contract if their execution was not previously offered by the Contractor, in writing and with proper information of the price of execution, and, if accepted, also in writing, by ENEL's representative, duly authorized.

3.1.5. In case it is necessary to carry out a work unit not foreseen under the Contract prices table, the related price shall be defined between ENEL and the Contractor, its proposal shall be properly accounted for, based on the costs breakdown of other similar units to which there is a per unit price.

3.1.6. Price negotiation discussion shall be carried out regardless of the execution of such unit, being the Contractor bound to execute it immediately after the receipt of the order from ENEL.

3.1.7. When it is not possible to set a negotiated price or in case where ENEL deems necessary, the price shall be set according to the tables the Contractor has to include in its proposal, which shall include terms of equal content to clause 3.1.1.

3.1.8. The execution of works by means of management shall only be performed by means of previous written execution order by ENEL.

3.1.9. Staffing costs shall include tools required according to staff expertise areas, as well as equipment required for protection, safety and proper execution of work.

3.1.10. Incidental costs to the scope of transportation, per diem rates or staffing maintenance requested by the Contractor shall not be accepted.

### 3.2. **Prices changes.**

3.2.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

3.2.2. Prices are fixed and non-adjustable. Any changes to prices or contractual adjustments can only be made if they are provided in the Contract. The adjustment shall occur annually, with prices being adjusted by the one hundred percent (100%) basis of the variation of the official index elected in the Contract, calculated in the 12 (twelve) months immediately preceding the month of the adjustment, or 100% (one hundred percent) of the variation of the official index that replaces it, formalized through a Letter to be issued by ENEL. In this case, the Contractor shall detail the values and respective indexes and corresponding readjustment formulas.

### 3.3. **Invoicing.**

3.3.1. Invoices (or "bills") shall be complemented by the related document supporting the enrolment of the Contractor under the INSS (National Institute of Social Security) specific to the activities related to this Contract subject matter, by the document supporting the enrolment of the Contractor in the municipality where the ISS (Services Tax) charge is applicable, as well as respective check of collection and/or payment of tax and/or social security obligations.

3.3.2. Moreover, invoices shall include:

- Order or Contract number, IPI (tax on industrialized products) and ICMS (tax on circulation of goods) applicable, in case of acquisition of materials;
- Due Date;
- Specification of services and/or materials acquired by means of their respective identifiers;
- Name and CNPJ (Brazilian National Register of Legal Entities) related to ENEL Group performing the purchase and/or receiving the services;
- Value per unit of materials or items of equipment;
- Total value of materials or items of equipment;
- Specification of all tax deductions and taxes withheld and paid.

In case ENEL identifies Contractor's mistakes, faults or discrepancies in the invoices, as well as fault on fulfilling legal and contractual liabilities, payment will be interrupted and shall be performed only within 30 (thirty) days after the Contractor corrects the situation.

3.3.3. The invoice reviewed by the Contractor shall have the same term for payment, from the date of its receipt, as well as the invoice originally sent.

3.3.4. ENEL shall not be responsible for any financial or bank expense incurred to issue the invoices.

3.3.5. Under no circumstances is the Contractor or its subcontractor companies authorized to issue any instrument of credit against ENEL or against any other entity belonging to ENEL Group, being the Contractor responsible for bearing all expenses, losses and damages resulting from the infringement of this provision.

3.3.6. In the invoice, the following items shall be separated:

- a) Eventual works contracted by management as a complement to this Contract.
- b) Increments already billed through the application of adjustment formulas foreseen hereof. In this case, it is necessary to include justifications related to the value of indexes applied, as well as details of respective adjustment formula.

3.3.7. Payment to a foreigner Contractor providing services or supplying materials involving any kind of transfer of technology or know-how, or technical assistance or any other kind of service/supply requiring any specific record, shall follow specific proceedings foreseen in the Contract and by law, being the Contractor aware that it may involve procedures within official bodies, such as INPI (Instituto nacional da Propriedade Industrial) or BACEN (Banco Central do Brasil).

3.3.8. In case it is necessary to perform the record within such official bodies, the Contractor shall only issue the related invoice/bill after such official bodies publish the approval of the registration form.

3.3.9. In case the procedures referred above cause delay not because of sole fault of the Party responsible for the record, the resulting delay on invoicing and payment shall not be imputed to the Contractor, nor shall be applied interests or monetary correction.

3.3.10. It is hereby agreed that in case an invoice is issued without observing the provision above, ENEL shall not be bound to pay it, and the Contractor shall cancel such invoice, replacing it by a new one, when appropriate, observing the procedure described in this clause, bearing all incurred costs, including those related to taxes, in the event of cancellation of the invoice issued differing from the terms of this clause, as well as in relation to the issue of the new invoice.

3.3.11. Under no circumstances shall the Contractor or its subcontractors be permitted to issue any credit bon ( instrument of credit) against ENEL or against any other company belonging to the ENEL Group, and the Contractor shall bear all expenses, and losses and damages arising from the provisions of this clause.

#### 3.4. **Payment Conditions.**

3.4.1. Invoices shall be paid on the period stated hereof, after ENEL's analysis and previous approval of the fulfillment of contractual conditions; in case the term of payment is not specified in the Contract, it shall be first day of massive payment after 90 (ninety) consecutive days from the recording of the invoice by ENEL, or the invoice date of approval, if later than the record date.

3.4.2. Payment to a foreign Contractor shall follow the specific procedures under this Contract, and shall specify if procedures within official bodies are required, including without limiting to INPI (Instituto nacional da Propriedade Industrial) and/or BACEN (Banco Central do Brasil), according to the current legislation.

3.4.3. Import invoices shall follow customs normative and, particularly, the provisions under the Federal Revenue (Ministry of Finance) decree no. 6759/09 art. 557.

3.4.4. All payments performed prior to the Temporary Receipt, pursuant to the terms hereof, shall be considered advances to the final price.

3.4.5. The payment of the price by ENEL shall not matter in acceptance, approval or attestation as to the proper performance of the Contract by the Contractor, nor shall it imply any waiver of any rights and actions of ENEL against the Contractor, being expressly reserved to ENEL the right to exercise them at any time, without prejudice to any payments made.

3.4.6. ENEL may, under the applicable legislation and as provided in the Contract, withhold or suspend payments to the Contractor in case of non-compliance or default by the Contractor, and may also make compensation in case of proven debits of the Contractor to ENEL or breach of contract or legal determination.

3.4.7. Payment shall be conditional upon the full execution of all contractual clauses and these General Terms and Conditions, as well as the presentation of proof of payment of taxes levied on Contractor's payroll of the month in which the service was rendered. They must be sent within fifteen (15) days before the invoice expiration date. In the event that the aforementioned certificates are not provided, ENEL may suspend payment of any remaining amount, until the respective vouchers are actually presented.

3.4.8. The payment of the last installment of the price stipulated in the Contract will only be made against the obligatory presentation of the corresponding Negative Certificate of Debit of the services by the INSS and / or Positive Certificate with negative effects, issued in a maximum of 60 (sixty) days before the presentation, provided for in the RGPS - General Social Security Regulations and other legislation in force, and ENEL is hereby granted the right of retention of the aforementioned amount, pending the presentation of such document, in accordance with the legislation in force.

3.4.9. If differences are verified in the amounts invoiced by the Contractor, these, if greater, will be glossed of the respective billing and, if the minor, will be object of complementary billing. In case of doubt in the documentation that accompanies the Invoice / Invoice, ENEL may pay only the non-controversial installment, with the remainder to be paid after the final settlement of the dispute, upon verification by the Contractor, with maturity within 07 ) business days from the date the doubts are resolved.

3.4.10. Any irregularities in invoices already paid shall be notified by ENEL, informing the Contractor of the amount unduly paid, and shall choose between the discount of that value in the next payment or its payment by the Contractor within a maximum period of 10 (ten) consecutive days, counted from the date of receipt of the notification.

3.4.11. Without prejudice to the other retention cases provided for in the Contract and in the Annexes, ENEL is hereby expressly authorized to proceed with the necessary withholding, including expenses with the administration of any judicial or administrative proceedings, including but not limited to payment of the principal, attorney fees, and attorneys' fees and attorneys' fees related to the aforementioned lawsuits, in the following cases:

- Launching of a tax assessment notice issued by ENEL by the federal, state and municipal public authorities as a result of the services contracted; and
- Proposed legal action of a third party, in any scope, instance or court, of any nature, but not limited to civil, labor, tax, environmental and social security, in the face of ENEL, even if by virtue of subsidiary or joint liability, as a result of the services contracted.

3.4.12. In the event that ENEL is brought into legal action by the Contractor, or has been given cause by reason of the action and / or omission of the Contractor, or its subcontractors, ENEL shall have the right to withhold from pending payments or existing guarantees, an amount equivalent to the one that is being claimed, returning them to the Contractor, with the correct corrections, after an irreversible decision rejecting the act or excluding ENEL from the liability position. In this case, the Contractor shall also reimburse ENEL for the amount of hours spent by its attorney, especially in the preparation of petitions and in the course of proceedings for hearings and by its representatives, in addition to judicial and administrative expenses and the cost incurred in producing its evidence, serving as the basis for the compensation here agreed upon the remuneration of attorney and ENEL attorney, except in cases of default or loss of procedural time limits.

3.4.13. The right of retention will also be exercised if, after a finding by the competent supervisory body, lower and / or incorrect collection is established, due to an error of calculation by the Contractor, resulting in the application of a fine and / or assessment subject to additional tax, labor, environmental or social security payments by ENEL.

3.4.14. In the case of an infraction notice, the withholding shall be equivalent to the amount of the request contained in said order. In the case of a judicial proceeding, in the event of an absence of assessment of the request, ENEL will retain the estimated value based on the elements contained in the original as well as the documents provided by the Contractor itself. Such retention may be reviewed at any time at ENEL's discretion as long as the Contractor has submitted elements that may lead to such revision.

3.4.15. The above withholding will be made as a guarantee and will be maintained until the final decision is passed on the decision that gave rise to it. Once the matter has been concluded, whether or not the Contract is in force, ENEL will return the amount of the guarantee that exceeded the amount of the conviction or carry out the additional withholding or recovery to reach the said amount, when the initial withholding was insufficient to cover the amount of conviction.

3.4.16. If, for any reason, the withholding was not made when the action was taken or the Proof of Invoicing was drawn up, ENEL shall be authorized to carry it out at any time, as a guarantee, or definitively in case of an unfavorable decision.

3.4.17. ENEL may also retain, whenever Contractor fails to comply with any of the clauses of the Contract and / or applicable law, by virtue of actions and / or omissions of its professionals, representatives, agents, contractors and / or subcontractors: i) amounts of any applicable contractual penalties; ii) administrative penalties imposed by competent authorities (fines, etc.) and / or iii) expenses or payments of any nature evidently due as a result of Contractor's breach of contract.

3.4.18. In the event of withholding by virtue of assessments of the competent bodies, the amount withheld will be allocated to the discharge of said assessment. In the event that the Contractor is challenged against the infraction notices, the amounts related to the assessments will remain under the custody of ENEL until the administrative process is discharged, at a time when ENEL, depending on the content of the final administrative decision, will offset the value of the pending with the agency or deliver the referred value to the Contractor. In the event that the debt in the tax assessment notice is definitively recognized, ENEL will retain from the invoices the amounts necessary for its total discharge, and in case there is no more legal contractual relationship between ENEL and Contractor, to charge in court the refund of the difference, and the Contract, as well as its Annexes, serve as an extrajudicial executive title, pursuant to article 784, item III, of the Brazilian Code of Civil Procedure.

### 3.5. **Electronic invoicing.**

3.5.1. Without prejudice to the billing system and to the payment conditions established under the previous items, the Contractor may use an electronic billing system, provided that ENEL has such system. If the Contractor chooses to use the electronic billing system, it shall keep it throughout the term of this Contract, or whenever such system is operational.

## 4. **EXECUTION.**

### 4.1. **Generalities.**

4.1.1. For the execution of services related to the works, as well as the acquisition of materials required to the execution of works, the provisions under this Contract shall be completely observed, particularly in relation to defined projects, diagrams, technical specifications, especially the recommendations by ABNT (Associação Brasileira de Normas Técnicas) and strict accomplishment of laws and demands from federal, state or municipal authorities, exempting ENEL from any liability in case the Contractor fails to accomplish any legal requirements.

4.1.2. Contractor shall provide a sign in a visible place at the work site, informing the name of the Technical Manager and his registration number in CREA (Regional Council of Engineering, Architecture and Agronomy).

4.1.3. Contractor shall provide the registration of Technical Term of Responsibility (ART, Technical Term of Responsibility) related to the works and/or services subject matter of this Contract, in CREA of the region where such works and/or services will be carried out, according to the applicable legislation, and send a copy of this document to ENEL prior to commencing the execution of the Contract.

4.1.4. Contractor shall request to ENEL, in due course and in advance, licenses that can only be obtained by ENEL, so that the execution of the works or services are not affected and machines operation are not prevented, and full cost of these licenses is Contractor's responsibility.

If such request is not performed in due time and according to the aforementioned, Contractor may be subject to penalties foreseen hereunder and in the Contract, as well as liabilities for eventual damages caused to or affecting ENEL

4.1.5. Contractor shall keep accurate and updated records of all costs, expenses, financial operations, and duties related to the execution of works and services, and/or to the acquisition of materials required for the execution of the Contract.

For purposes of audit, the aforementioned records shall be made available to ENEL, or those appointed by ENEL, during working hours at Contractor's office.

4.1.6. If required by law, Contractor shall record all devices used in the execution of services at applicable bodies, especially those related to the environment, being Contractor solely responsible for all damages and losses caused to ENEL or third parties.

4.1.7. Contractor shall equip its employees, at its sole responsibility, with all Personal Protection Equipment (PPE) and Collective Protective Equipment (CPE) which use is compulsory, pursuant to current legislation, and which use is mandatory in the execution of the Contract.

4.1.8. Contractor shall be solely and exclusively liable, civil and criminally, for all losses and damages, indemnities, fines, judicial and /or administrative convictions, as well as for any other expenses incurred as a result of any actions and / or omissions, willful or negligent conduct, of their professionals, agents, contractors and / or subcontractors, as a result of the execution of the subject matter of the Contract, exempting ENEL from any and all liability in this regard. The right of retention and compensation provided for in the Contract and in the ENEL Group General Terms And Conditions of contract and its Annex I – Brasil shall also apply in these situation.

4.1.9. Contractor shall reimburse and/or repair, at its own expense, all or part of the services which, ENEL, at its sole discretion deem to be imperfect or made in disagreement with the data and instructions provided by ENEL, according to the Contract and its annexes.

#### 4.2. **Inspections, checks and tests.**

4.2.1. ENEL may inspect material or equipment subject matter of the Contract at any time of their manufacture, as well as to inspect contractual works and services, including materials the Contractor applies in the respective execution.

4.2.2. Without prejudice to the provisions of the General Part, ENEL may, at its sole discretion, in case Contractor do not accomplish with quality and safety standards foreseen for each kind of service or supply, require Contractor to execute, at its sole expense, an action plan, which must be prior approved by ENEL, in order to accomplish the quality and safety standards, under the penalties provided for in the Contract and its annexes and/or subject to termination of the Contract it being agreed that in any of the aforementioned cases, Contractor will not be entitled to any indemnification whatsoever.

ENEL may, at its sole discretion, depending on the severity and extension of the accomplishment of the quality or safety standards, decide for immediately termination of the Contract and also in this case, Contractor will not be entitled to any indemnification whatsoever.

4.2.3. Under no circumstances, does the fulfillment of these quality control conditions exempt the Contractor from its responsibility for the incorrect execution of the Contract or warranty.

#### 4.3. **Delivery and receipt conditions.**

##### 4.3.1. **General.**

4.3.1.1. In case the Contract does not specify a specific expiration date and it defines only the lead time or delivery time, it shall count from the execution of the Contract or the issuance of the Order to Proceed or the date of the Letter of Intent, in this precedence order.

##### 4.3.2. **Materials and/or items of equipment.**

4.3.2.1. At each delivery, the Contractor shall send also all final technical documentation, as well as protocols and tests defined under the Specifications, the Contract and, as the case may be, under the respective Technical Standards.

4.3.2.2. In order to carry out the delivery, the Contractor shall send, in due time, the transport/Shipping Notification to ENEL, to the contact person in charge of the receipt, appointed at the Contract, including the following information:

- Contract reference number.
- Number of volumes sent, informing the material they hold. In case these are the last volumes contracted, it shall be expressly informed.

- Data related to transportation means used and/or the transporting company, including their telephone number and contact person.
- Date and place where the equipment or materials will be made available.

Similarly, the Contractor undertakes to immediately communicate ENEL of any circumstances that change the shipment/transport conditions agreed.

4.3.2.3. Unless expressed otherwise, regarding materials or items of equipment subject to quality control, the Contractor shall not deliver such items unless it has the compulsory Shipment Authorization, subsequent to the protocol receipt or the receipt in origin issued by ENEL. Items supplied under a Quality Control system are excluded from this requirement. However, in case the Contractor proceeds the shipment, all resulting expenses shall be payable by the Contractor.

4.3.2.4. Unless otherwise provided for at the Contract, the delivery of materials and items of equipment shall be performed under DDP mode (Incoterms CCI 2010) at the place of destination defined in the Contract. The terms related to delivery, property, insurance, etc., shall be constructed in compliance with Incoterm,.

4.3.2.5. Once the material or item of equipment is received by ENEL, a Document shall be issued and, signed by both Parties, making reference to the successful result of checks and tests or it shall include circumstances in which detected deficiencies should be corrected or remedied. Such Document shall be issued within eight (8) consecutive days from the date any Party requests it, provided that all conditions or activities this Contract subject matter are met.

When checks, tests and final acknowledgement are not compulsory, the delivery of materials and items of equipment by the Contractor shall be formalized with ENEL's compliance agreement and their receipt.

## **5. ASSIGNMENT OF THE CONTRACT, SUBCONTRACTING AND ASSIGNMENT OF RIGHTS AND CREDITS.**

5.1. It shall be considered subcontracting, any and all Contractor's agreements or operations with third parties in order that such third party participate in the execution and accomplishment of the Contract.

5.1.1. The maximum limit of subcontracting for services or supplies is correspondent to 30% (thirty percent) of the total contract amount, for the full Contract period. Any variation of this limit must be previously authorized, in written, by ENEL, on a case by case basis.

A self-employed worker is considered a subcontractor for all the purposes of ENEL Group General Terms and Conditions of contract and its Annex I - Brasil and of the Contract. However, exclusively for the purposes of subcontractors share calculation, a self-employed worker shall not be considered.

5.2. It shall be considered assignment of Contract, all Contractor's agreement to transfer to third parties all rights and obligations resulting from this Contract, being defined that the assignment and/or subcontracting may only be performed by means of previous and written authorization by ENEL, according to the terms of the Contract and respective contractual documentation.

5.3. Under no circumstances shall it be assumed contractual relationship of any kind between subcontractors or Contractor's subcontractors or assignees and ENEL, being the Contractor always responsible for all activities performed by those and for the fulfillment of contractual, legal, or fiscal obligations resulting from the execution of the works; as well as for damages and losses caused to ENEL or third parties by any subcontractors or assignees, their agents, advisors or workers.

5.4. ENEL shall not be held accountable by any subcontractor or assignee, or their staff, for any claim, directly or indirectly, resulting from the Contract. Therefore Contractor undertakes to make great effort to prevent formulation and/or processing of such claims and thus, Contractor agrees to indemnify, defend, and hold ENEL harmless of any judicial or extra-judicial lawsuits, claims or procedures filed against ENEL by any Contractor's subcontractor or assignee. Such exemption of liability shall include the amount ENEL may have to pay, as well as expenses or costs of any nature incurred by ENEL as a result of such lawsuits, claims or procedures. In case the Contractor fails to accomplish the terms under this item 5 and its sub items, it shall be considered a serious breach, and ENEL will be entitled to terminate the Contract due to the Contractor's fault, without prejudice to any other legal or contractual measure applicable.

5.5. Under no circumstances shall it be entitled to plead the principles of solidary, subsidiary or joint liability of any nature, between ENEL and the Contractor, its subcontractors or assignees, nor between ENEL and employees or representatives of Contractor, its subcontractors or assignees, regarding the execution of the Contract.

5.6. In cases of assignment of Contract or subcontracting, the Contractor undertakes to obtain from the assignee or subcontractor previous acceptance of obligations towards ENEL transferred to the assignee or subcontractor related to all contractual, regulatory, legal, labor, confidentiality and safety conditions, being compulsory to present the related documentation.

5.7. In case any subcontracting is allowed by ENEL, Contractor shall foresee in its subcontracts a provision that if required by Enel, Subcontractor agrees with the assignment of the entire subcontract to ENEL.

5.8. The subcontractor or assignee must provide ENEL all collaboration required (documents, reports, free access to their factories, shops or facilities, etc.).

5.9. ENEL reserves the right to reject subcontractors or assignees who, as work progresses, ENEL considers as not appropriate to maintain, without the need to indemnify the Contractor.

5.10. ENEL may assign its collection rights or payment obligations resulting from the Contract, on behalf of any ENEL's affiliate, provided that it notifies the Contractor, immediately after such assignment is made.

#### **5BIS TAXES.**

5.1bis ENEL must withhold the withholding taxes according to the Applicable Law. Hence, all payments made to the Contractor will be net of all withholding taxes.

#### **5.2bis Taxes applicable on imports and other customs expenses**

Contractor shall be solely responsible for the payment of all taxes and any other existing charges, duties or levies both in Brazil and abroad, if any, resulting from the Contract or the Works, which must be fully included in the Contract Price.

The only exception to the previous paragraph are the Brazilian taxes described in the following sub items (i), (ii) and (iii), considering that according to the Brazilian law, ENEL is the taxpayer and shall perform directly and at its expenses their relevant payment:

##### **(i) Imports of services:**

- The following Brazilian taxes on the import of international services will be borne by ENEL: ISS, PIS, Cofins, CIDE and IOF.
- The withholding tax (IRRF) shall be withheld by ENEL and deducted from the amount to be paid to the Contractor.

##### **(ii) Imports of equipment of foreign origin:**

- The following Brazilian taxes on the import of equipment of foreign origin will be borne by ENEL (is not included in this concept the customs and other import expenses): II, IPI, PIS, Cofins, ICMS, and AFRMM.

##### **(iii) Local supplies of goods:**

- The interstate rate differential of ICMS on the supplies of goods by a domestic company will be borne by ENEL.

Therefore, the Brazilian taxes described in the sub items (i), (ii) and (iii) above will be borne by ENEL and must not be included in the Contract Price.

#### **5.3bis Local Supply:**

In case of supply of goods and rendering of services by a domestic company, Contractor shall be responsible for collecting all taxes owed, in compliance with current legislation, except for the interstate rate differential of ICMS, which shall be borne by ENEL.

In this case, all the applicable taxes must be set forth in the Contract for the purpose of quantifying the total price: ICMS, ISS, PIS, Cofins, and IPI.

Taxes, when subject to withholding regime, will be withheld in accordance with the law, so that payments to be made to the Contractor will always be made at their net value.

#### **5.4bis Fulfillment of tax obligations and tax benefits:**

Parties agree to fulfill all obligations, handle and provide all the documentation necessary for the adequate payment of taxes, including withholding taxes and other legal obligations that apply to the Contract, thereby following all procedures established in the Applicable Law.

In the same way, Parties agree to collaborate in obtaining tax exemptions or other applicable tax benefits. If ENEL loses the right to a tax benefit due to Contractor's act, omission, lack of diligence or any other cause attributable to Contractor, ENEL may offset the value of the unchecked tax benefit from any amount owed to Contractor.

If, at any time, ENEL or the Contractor are benefited by any tax benefits, reductions, exemptions or extinguishment of the charges mentioned in this clause, the relevant financial outcome shall be transferred to ENEL, thereby reducing the Contract Price.

If, at any time, Buyer is benefited by any tax benefits, reductions, exemptions or extinguishment of the charges mentioned in this clause, as is the case of the REIDI tax benefit related to the suspension of the PIS and COFINS, the Parties agree to sign an amendment to this Contract in order to contemplate the reduction of the price due to the suspension of the PIS and COFINS upon the Contract Price and the application of the tax benefit obtained. In the event described above, Buyer undertakes to communicate to the Contractor when it obtains the benefit of REIDI.

For avoidance of doubt, if and when the Buyer is enrolled in the REIDI benefit there will be reduction in the Contract Price due to the exemption of the PIS and COFINS.

If Buyers loses the right to a tax benefit due to Contractor's act, omission, lack of diligence or any other cause attributable to Contractor, Buyer may claim a Change Order in the value of the unchecked tax benefit from any amount owed to Contractor. Additionally, Buyer is not responsible for the improper collection of any taxes or contributions by the Contractor.



According to IN (RFB) nº 758/2007, as amended, in case of granting of the REIDI benefit to Buyer, Contractor is obliged to include in the invoices the number of the Ato Declaratório Executivo that granted such benefit, stating that the sale of such equipments is made with the suspension of PIS and COFINS as per paragraphs I and II, article 13, of said IN (RFB) nº 758/2007. Buyer has the right to refuse Contractor's invoices that do not comply with IN (RFB) nº 758/2007, as may be amended.

This Agreement does not consider the co-habilitation to the REIDI from the Seller.

## **6. GUARANTEE PERIOD.**

6.1. The Guarantee Period for materials and items of equipment as well as for works and services contracted is applicable throughout the period set forth in the Contract, and, if such period is not set, for one (1) year from the Receipt Document. In case the Document is not signed, the one-year period shall be counted from ENEL's "acknowledgement" of the material delivery, in accordance with the Contract conditions or from the notification of contracted work or service completed and delivery of the correspondent documentation to ENEL, by the Contractor, to process the administrative authorization to start the works, as the case may be, unless a longer period is established at law.

6.2. In case by the end of the Guarantee Period ENEL's main facilities, which are part or all of this Contract subject matter and have not been operational for at least six (6) months, the Guarantee Period shall be automatically extended until the completion of six (6) months, except when the materials or items of equipment provided by the Contractor have been repaired or replaced, case in which they shall be guaranteed for a period equivalent to the initial Guarantee Period. Under no circumstances shall it result in additional costs to ENEL.

6.3. After the Guarantee Period and the Final Receipt, ENEL can, at its sole discretion, directly or indirectly, on its own or by means of third parties, freely change or modify the materials or items of equipment subject matter of this Contract, or the constructions executed or installed, including when they are protected by licenses, patents or other means of industrial property on behalf of the Contractor, always preserving confidentiality agreed upon.

## **7. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.**

7.1. The services this Contract subject matter shall be performed with full responsibility and technical-operational independence, with no exclusiveness and/or economic dependence between ENEL and the Contractor, as well as with no subordination of any nature and/or relationship between ENEL and the Contractor's staffing and/or service renderers.

7.2. Contracting the services shall not create any employment bond between ENEL and the Contractors employees, representatives or subcontractors, who eventual are assigned to provide services this Contract subject matter at ENEL's; therefore, such employees, representatives or subcontractors shall respond, in terms of hierarchy and function, to the Contractor, who shall be sole responsible for the payment of salaries, labor expenses, social security, and other costs related to such employees.

7.3. The Contractor shall perform the services under the terms of applicable laws and regulations that rule labor relations, safety and occupational health, respecting specific recommendations set made ENEL, and shall lead and inspect its representatives and/or employees regarding the fulfillment of such laws and regulations, under penalty of termination of works and/or termination of the Contract, with no burden to ENEL.

7.4. The Contractor shall meet all contractual clauses foreseen under Collective conventions and bargaining agreements of Union, and shall be fully responsible for charges resulting from these services, as well as from social, labor and fiscal charges (INSS, FGTS, PIS, ICMS, ISS, etc.), related to the services and items of equipment, providing the related vouchers, whenever requested by ENEL.

7.5. The Contractor shall provide a representative to manage services resulting from the Contract, to inform the team of all guidelines set, and to be the contact person for ENEL's representative, who will be appointed to monitor the execution of the services.

7.6. The Contractor's representative shall have a letter of appointment of agent, signed by the Contractor's person in charge, informed in its Articles of Association, authorized to represent the Contractor within ENEL.

7.7. The Contractor's representative shall not have any employment bond with ENEL, acting only to mediate information required when adjusting the services provided.

7.8. The representatives shall hold meetings, as many as requested and previously scheduled, to align the contracted services needs, as well as to return to the objectives defined.

7.9. Under no circumstance is ENEL's representative obliged to control the activities provided to the execution of the contracted services, in addition to that, there is no connection between the representative and Contractor's employees, who will be exclusively controlled by the Contractor.

7.10. In case of litigation of any nature against ENEL, due to the Contractor's liabilities, or in case of litigation due to the Contractor's or its subcontractor's commission or omission, ENEL is entitled to withhold from outstanding payments or from existing guarantees the amount equivalent to what is being claimed, including social security subscriptions and income tax, undertaking to refund it to the Contractor, with proper corrections, after the court decision with no possibility of appeal stating groundlessness or ENEL's exclusion from the defendant list. In this case, the Contractor shall also indemnify ENEL for its attorney's fees, especially hours spent on the elaboration of petitions and roaming to hearings, as well as legal and administrative expenses and costs incurred to provide proofs,

considering, as the basis for the reimbursement agreed in this instrument, remuneration of attorneys and ENEL's representative, except in cases of default judgment, miss of lawsuit terms by ENEL, without prejudice to eventual reimbursement action.

7.11. The Contractor is sole responsible for payment of expenses resulting from hiring its employees, third parties and/or subcontractor, including without limiting: salaries, additional perks, vacations, extraordinary payments, occupational accident insurance, contributions and/or expenses owed to social security, FGTS (Government Severance Indemnity Fund) and PIS (Social Integration Plan), withheld at source taxes and any other labor, contribution or tax expenses, exempting ENEL from any eventual responsibility for accidents during the supply of materials and/or items of equipment, occupational claims and/or contribution claims, including those on behalf of ENEL, agreed to and accepted that they are different companies and that there is no employment bond between ENEL and the Contractor's employees, representatives and/or subcontractors, as previously stated.

7.12. In accordance with Decree no. 8262/14, the Contractor shall ensure its employees and collaborators a non-smoking environment, being forbidden specific smoking areas in its facilities and/or locations where the services or supplies are carried out.

7.13. Sanctions due to infringement of standards related to occupational health and safety protection.

With no damage to its right to terminate the contract, and with no damage to claims of losses and damages, regarding any infringement related to occupation health and safety protection, ENEL is entitled to (at its sole discretion) enforce the penalties listed as follows, by means of previous notification through registered letter to the Contractor with notice of receipt:

- a. R\$ 1.000,00 (one thousand reais) for each violation qualified as 'Severe breach', according to the table under clause 11 of General Part.
- b. R\$ 2000,00 (two thousand reais) for each violation qualified as "Very Severe Breach" according to the table under clause 11 of General Part.
- c. R\$ 2.000,00 (two thousand reais) for each violation qualified as 'Very Severe Breach, which will cause a significant downgrading in the Vendor Rating Index' or "Extremely Serious Breach" according to the table under clause 11 of General Part.

If violations mentioned under items a) 'Severe breach, b) 'Very Severe Breach and c) 'Very Severe Breach, which will cause a significant downgrading in the Vendor Rating Index cause accidents or personal injuries, ENEL reserves the right, at its sole discretion, to charge Contractor an additional penalty of up to 2% of total Contract value but, in any case, not lower than R\$ 2.000,00 (two thousand reais).

7.14. For the purposes of definition, violations considered "extremely serious breach" are those Very Severe breach capable of causing a downgrading of Vendor Rating Index , including but not limited to those foreseen under clause 11 of General Part, in the Contract or in the applicable legislation.

## **8. INDUSTRIAL AND INTELLECTUAL PROPERTY.**

8.1. With no previous and written authorization by the adverse Party, the use of trademarks and logo of the other party, as well as commercial usage advertising the service or supply provided to such Party is strictly forbidden.

## **9. PERSONAL DATA PROCESSING.**

9.1. In case Contract execution requires the Contractor to be informed of ENEL's personal data, the terms under clause 14 o General Part are applicable.

9.2. Such data processed and managed by the Contractor are and shall remain ENEL's property.

The Contractor especially represents and warrants that:

- a) Data treatment shall meet current legislation, as well as criteria, requirements and Specifications established in this Contract and, as the case may be, according to the instructions provided by ENEL at any time;
- b) Personal data informed to the Contractor as a result of the contract shall not be applied or used for any purpose other than the one under the Contract;
- c) It shall return, straight to ENEL, all personal data informed within 15 (fifteen) consecutive days, from the conclusion of services or supply, in accordance with the terms of the Contract;
- d) It shall destroy any document, complement or copy of personal data informed under the Contract and which cannot be returned, due to various reasons different from the terms set forth in the previous items. However, the data shall not be destroyed in case of legal provision requiring its preservation. In this case, Contractor shall preserve such data, in all discretion, according to ENEL's instructions and as mandatory by law;
- e) It shall not communicate or assign the data supplied as a result of the execution of the subject matter of the Contract, to other individuals or legal entities, under the penalties and measures provided for in the Contract and /or at law, in case of breach of the applicable law or the contract respective to Confidentiality;

- f) It shall adopt technical and organizational measures required and demanded by applicable legislation, when processing information provided by ENEL, as well as measures agreed upon in the Contract, with the purpose of ensuring personal data safety and avoiding its amendment, loss, non-authorized access or treatment, resulting from human action or physical or natural means, considering also the state of technology, the nature of stored data and risks to which the data is exposed. The measures should cover, for illustrative purposes only: hardware, software, recovery procedures, backup copies and information collected from personal data shown on the screen or printed;
- g) In case it is necessary to perform any international transfer of data in order to render the service, Contractor undertakes to previously inform this to ENEL, and in due time so that ENEL can provide related authorizations, without which Contractor cannot perform such transfers.
- h) Particularly, Contractor states to know and undertakes to fulfill all principles and rules under law n°. 12.965, of April 23<sup>rd</sup>, 2014, which sets the principles, guarantees, rights and obligations related to the use of Internet in Brazil, and the Decree 8.771, of 11<sup>th</sup> May, 2016, as well as their subsequent regulations or new laws or regulations that may be enacted regarding this subject, aiming at ensuring the correct accomplishment of its obligations and duties, including, but not limited to those in relation to concept and protection of registered data, personal data or treatment of personal data, being liable by itself, its partners, employees representatives, subcontractor or third parties with which it might have any commercial relationship. Contractor undertakes to comply with and enforce any new laws or supervening regulations that might be published on the topic. Apart from that, it represents and agrees that eventual penalties foreseen in the legislation shall always be interpreted as additional and supplementary to any other penalties foreseen under the Contract and its Annexes.

9.3. Without prejudice to the provisions under the preceding paragraph (e), in case ENEL authorizes subcontracting of specific services on behalf of third parties, which in turn, results in providing registered or personal data referred in this clause, the Contractor undertakes to, prior to subcontracting, execute a data confidentiality agreement between Contractor and its subcontractors, in the same terms herein established and defining Contractor's and its subcontractor's responsibilities in relation to this data treatment, and responsibility for all damages, losses and harm resulting from failure to meet such agreement.

9.4. Contractor undertakes to exempt ENEL from any and all claims filed against ENEL in relation to failure to comply with the clause 9 (nine) and all of its sub items above, and accepts to bear and pay all sums that the contractor may be obliged to pay due to sanctions, penalties, compensations, interests, damages, losses in general, as well as those ENEL may also be sentenced to pay due to Contractor's or its subcontractor's failure to comply with the Contract.

## 10. PROTECTION OF THE ENVIRONMENT <sup>1</sup>

### 10.1. Materials and/or items of equipment.

10.1.1. Contractor undertakes to adopt all measures in order to ensure the fulfillment of obligations resulting from the enforcement of national Federal, State or Local environmental standards, requirements and conditions to obtain licenses, granting, authorizations or technical standards applicable to the scope of services. Particularly regarding correct packaging and labelling of products supplied (product date of packaging, manufacturing, validity date, etc.), proper return or allocation of chemical products packagings, in case such products are considered dangerous according to current legislation, without prejudice to any other legal provision existing at law and regulation or that may, in the future, be established for this subject, being responsible to restore any damage caused as a consequence of its activities.

10.1.2. Contractor undertakes to provide, whenever possible, products or materials bearing an ecological label, as well as those with longer useful life, or with less power consumption, representing lower cost and having less potential to generate residues per product life, informing ENEL of such acquisitions.

10.1.3. Contractor commits to only employ non-carcinogenic and non-chemically unstable usable elements in its materials and items of equipment.

10.1.4. Contractor shall respect limits established for hazardous substances and preparations trading defined by laws and regulations, as well as any other future legal modification to this subject. Particularly, providing evidence of lack of PCB in items of equipment oil, and lack of CFC, HCFC, halons, etc., with commercial restraints.

10.1.5. Contractor is responsible for all transportation of people, materials and residues respecting the terms of applicable law and regulation .

10.1.6. Whenever possible and although it is not a legal liability, Contractor shall reuse and recycle residues generated by its own products or materials.

10.1.7. ENEL reserves the right to monitor or control Contractor's proper management of residues.

<sup>1</sup> This clause "ENVIRONMENTAL PROTECTION" applies only to works, services with operational activities on behalf of ENEL and / or at ENEL sites, to supplies only if they include the installation, to or the supervision of work, to or the load / discharge, and to supplies of dangerous substances / chemical reagents. Moreover, this clause applies also to any service and/or supply considered by ENEL as High or Medium Environmental risk.

10.1.8. In case under the scope of the Contract it is included, directly or indirectly, the acquisition of any of the substances listed below in the form of mix or as articles content, and regardless the amount of the following:

- insulating oils,
- lubricating oils,
- greases,
- paint (including “toner”) and coatings,
- solvents,
  
- chemical products,
- electrical batteries,
- gases (in bottles or items of equipment),
- fuels (gasoline, diesel and others),
- laboratory reagents,
- cleaning products.

10.1.9. Contractor shall ensure compliance with current legislation in terms of substances and chemical preparations record, appraisal, authorizations and licenses and restrictions, providing safety sheet, ensuring handling and storage according to applicable standards.

10.1.10. Contractor shall ensure the availability of Safety Sheet for chemical products in the place of use and storage.

10.1.11. Contractor undertakes to manage empty packagings in which the product was supplied, complying with the terms of applicable law and regulation, removing them upon ENEL’s request, being fully responsible for observing compulsory standards related to transport, as stated on previous clauses. It shall also be obliged to remove empty packagings within conditions and time limits defined in each Contract, or, in case of omission of a time limit, Contractor shall provide allocation upon ENEL’s request.

10.1.12. The electronic devices Contractor shall comply with conditions imposed by current legislation. Special attention should be given to electronic gauges, computers, and the facilities control equipment, which the Contractor shall collect by the end of their useful life establishing reverse logistics or destination all according with the law and regulation in force at no costs to ENEL.

**10.2. Works and/or Services.**

10.2.1. Contractor shall know all requirements and applicable standards necessary to perform the work and demonstrate by means of evidence their fulfillment.

10.2.2. Contractor shall ensure, and as the case may be provide evidence, that the staff who will carry out the work Contract subject matter of the contract, has theoretical-practical skills or is trained to properly carry out the work, particularly, training required to ensure proper behavior regarding environment and to reduce the risk of accidents with environmental repercussions. Training shall include their assigned obligations resulting from the Environmental Management System documents, applicable and conditioning legal and technical rules, as well as licenses and authorizations requirements.

10.2.3. Contractor shall provide its staff with means required so that the work is carried out respecting the Environment and pursuant to applicable standards and requirements. Furthermore, Contractor undertakes to meet all applicable legal requirements, as well as those resulting from the Environmental Management System, in case there is such system implemented in the facilities.

10.2.4. Contractor shall be held liable on an administrative, civil and criminal basis for all environmental damages caused as a result of services contracted, including accidents. In case responsibility is placed on ENEL, Contractor shall adopt all applicable measures to take over responsibility, as well as to indemnify ENEL for all direct and indirect cost and damages caused to it. In addition, in this case, the Contractor undertakes to recover and correct any environmental damages placed on ENEL by the environmental body or any other body, including direct and indirect civil damages. Contractor shall adopt, all the time, appropriate measures to ensure the fulfillment of all environmental State or local laws and regulations in force.

10.2.5. Contractor shall develop a risk prevention plan and environmental contingencies resulting from works contracted, providing it to ENEL, upon request, and, in order to avoid any accident, it shall adopt appropriate preventive actions to ensure the fulfillment of applicable rules in force, as well as those that govern good environmental management practices, such as:

- Properly storing and handling chemical products and goods or toxic and harmful residues, segregating incompatible chemical products and avoiding mixing residues.
- Clearly signaling areas and residues with special environmental impact.
- Preventing leakages, spillage and soil, tanks and riverbed contamination.
- Prohibiting its employees from performing any activities involving fire, leaving equipment unattended failing to properly storage it, as well as indiscriminate use of water.
- Preventing emissions of dirt and other substances during material transportation.
- It shall be especially observed the prohibition of any kind of non-controlled discharges, as well as leaving unattended any kind of residue in the area involved in the contracted works or services, which should be kept clean and organized as much as possible during each working hours, particularly on weekends, complying with the terms of the Environmental Management System procedures and of environmental basic Plans recorded

within competent environmental bodies or equivalent, applicable to the work performed, in case there is no such plan implemented in the facilities.

- In order to properly segregate each residue pursuant to rules in force for segregation, Contractor shall provide enough containers, equipped with latch, signaled and in good conditions, at the work site. When residues are generated, they shall be collected and stored according to applicable rules. Their disposal shall be performed respecting applicable laws, by means of licensed carriers and receivers. The Contractor shall provide ENEL, upon request, copy of residues transportation and disposal documents under the terms of applicable laws, as well as licenses and authorizations accrediting carriers and receivers employed.
- Once all contracted services or works are completed, Contractor shall leave the work site area clean and unobstructed, recovering damaged areas according to requirements of environmental bodies, removing, by the end of the works, debris, packagings, packages, bags, scrap, and all kind of residue generated, present in the area, being solely responsible for their collection, transportation and disposal. The recovery of areas shall be carried as demobilization of temporary structures occur, being Contractor responsible for protecting the area (fencing) in order to ensure the development of vegetation used in the recovery.
- Furthermore, Contractor shall adopt appropriate measures to ensure that environmental legislation in force, applicable to related works, is fully met.

10.2.6. Contractor's Site Manager is responsible for monitoring and fulfilling procedures, being entitled to assign other person to this task, notifying ENEL's work technical supervisor and providing his identification data, ENEL supervisor can provide specific environmental instruction regarding the work to be carried out.

10.2.7. Contractor undertakes to immediately inform ENEL's work technical supervisor of any environmental accident that may occur during the execution of the works, and shall present a written report describing the event and its causes.

10.2.8. In case of environmental accident, of any nature, Contractor undertakes to accomplish ENEL's work technical supervisor instructions.

10.2.9. ENEL's technician who monitors the services may interrupt services in case of any contractual infringement, in this case Contractor is responsible for losses and damages caused by such interruption including but not limited to delays in schedule. Infringement of obligations related to preservation of the work site shall result in withholding from Contractor's invoices the amounts resulting from damages caused, applying also a pecuniary fine of 10% (ten percent) calculated on damage total amount.

### 10.3. Licensing requirements.

10.3.1. Contractor shall draw up and provide to ENEL its activities reports to evidence that activities are carried out pursuant to environmental licenses requirements, environmental Plans approved by the environmental body, licenses, permits, and other equivalent documents.

10.3.2. Within the term foreseen by the environmental body for the delivery of compulsory reports related to Licensing, Contractor shall provide consolidated reports. Monthly, Contractor shall provide to ENEL, a partial activities report, which shall become part of the consolidated report to be provided to the environmental body or competent environmental authority, as the case may be.

Reports provided to competent authorities as well as partial reports shall include all proof required as evidence that the Contractor's activities meet the requirements established by laws and regulations, and specific environmental authorities that govern the project. Such evidences include residue carriers, receivers, mineral and forest material supplier licenses, water usage license, ART of technicians in charge of waste-water treatment, residue management, areas recovery, plans foreseen under rules, comprehensive photographic record of activities conformity, layouts, controls required and others, according to legal requirements applicable to the scope of the Contractor's service object of the Contract. Any such report must be previously approved by ENEL, who shall receive with due anticipation to allow its review.

## 11. CODE OF ETHICS.

### 11.1. Generalities.

11.1.1. The documents listed below constitute the set of ENEL Ethical Code, hereinafter "Ethical Code". These documents, as well as their respective updates are available at [www.enel.com.br](http://www.enel.com.br), under item "fornecedores", subitem "documentos", and are an integral part of this contract, and shall be met as if their texts were under this Contract:

- ENEL Ethical Code;
- Commitment and Sustainability;
- Corruption Zero Tolerance Plan;
- General Principles of Judicial Risks Prevention;
- Performance Protocol when Dealing with Civil Servants and Public Authorities;
- Protocol of Receipt and Offer of Presents, Gifts, Favours, and Similar;

- Guidelines 231 – “Guidelines applicable to ENEL’s non-Italian subsidiaries pursuant to Italian Legislative Decree no. 231 of June, 8, 2001

11.1.2. The Parties state having access to the content of documents mentioned in the main section of this clause, which are made available at this contract execution, stating also having read and understood them, undertaking to meet and respect them, as well as their future updates.

11.1.3. In case of questions and conflicts between the Contractor's Ethical Rules and the Ethical Code, provided that such Code has been presented to ENEL, the most strict provision among them shall prevail.

11.1.4. In case the Contractor has no access to the Internet, fails to locate or finds any difficulty to access some of the annex mentioned in this clause and its articles, it shall contact the person appointed in the clause in order to receive those annexs through electronic media or printed media (physical media).

11.1.5. Fail to request any annex, according to the clause above, shall be constructed as full knowledge and acceptance of such document terms by the Contractor.

11.1.6. The Parties represent that will do their best to fight any form of corruption, including extortion and bribery, whether under the scope of this Contract or otherwise, including without limiting to, acceptance of bribes, promises, offers, presents, favours and/or gifts with the purpose of gaining any kind of advantages, whether in a Private or Public Administration scope, and undertake to respect the terms under this contract and its Annexes, particularly: “General Terms of Contracting ENEL and Annex I Brazil”, in the set of ENEL Ethical Rules (item 19), as well as principles that rule Anti-corruption Law (Law no. 12.846 and August 1st, 2013, as well as subsequent amendments or equivalent laws and regulations that may replace it - hereinafter, jointly referred to as Anti-corruption Law).

11.1.6.1. Failure by the Contractor to comply with the terms under item 11.1.6, including but not limiting to any failure to comply with Anti-corruption Law and/or practices prohibited by this Law, as well as by Ethical Rules, shall bind the Contractor, in addition to penalties foreseen, to immediate termination of this Contract, at ENEL's sole discretion.

11.1.6.2. In case any of the Parties is aware of the performance of actions that typify infringement of item 11.1.6. above, it shall, in addition to all legal measures applicable, correct such actions, informing ENEL through the following channels: sending an email to ENEL Ethical Channel (<https://www.ethicspoint.com/>) or sending a letter to the following Internal Audit address - Praça Leoni Ramos, no. 1, bloco 2 – 5º andar - São Domingos, Niterói/RJ.

## 11.2. Conflict of interests.

11.2.1. The Contractor (in case of an individual), by signing this Contract, states that:

1. He/She does not perform top management functions (director, senior manager with strategic responsibilities), is not an employee of the corporation nor an auditor to ENEL Group, nor is he/she a relative up to second degree, spouse or partner, child and/or step child or dependant (by natural or civil relatedness) of such members;
2. S/He has no family members, relatives up to second degree/ spouse / partner / husband, children or stepchildren / related by blood ties or affinity, or from natural or civil relationship, within ENEL Group companies;
3. S/He has not performed, both the Contractor and their relatives (spouse or partner or first-degree relatives), for the last 24 months, Public Administration positions or at Entities in charge of public services with direct relation to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc.).

The Contractor (in case of an entity, public bodies, companies listed in the stock market, bank institutions and companies controlled by them are not tied in to this statement), by signing the Contract, states that:

As a result of knowing its corporate structure, no individual belongs to its boards, management and control (including companies with Account of participation):

- a. S/He is not a member of top management or administrative bodies or Audit Commission, nor an executive with strategic responsibilities at ENEL Group's companies, nor is an up to second-degree relative, spouse or partner, child and/or step child, or a dependant (by natural or civil relatedness) of the members mentioned above.
- b. S/He is not employed at any of ENEL Group's companies, nor is up to a second-degree relative, spouse or partner, child and/or step child, or dependant (by natural or civil relatedness) of the employee mentioned.
- c. S/He has not performed, both the individual and their relatives (spouse or partner or first-degree relatives), for the last 24 months, Public Administration positions or at Entities in charge of public services with direct relation to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc).

11.2.2. The Contractor undertakes to notify to ENEL any changes that may occur later and while performing and are in the active condition of Contractor, with respect to the information declared before the subscription of the Contract.

## 11.3. Integrity Clause.

- a) With the bid submission and /or the acceptance of the Contract, the Bidder/Contractor<sup>2</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>3</sup>To be unaware of subjection to administrative, civil and / or criminal proceedings such as for administrative improbity, tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes, among others;
  - <sup>4</sup>To not be subjected to administrative, civil and / or criminal investigations in respect of any fact, matter, unlawful criminal administrative, civil and / or conduct constituting such as tax crimes, crimes against public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes, among others.
  - 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 letter a) - Enel may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.
- b) The Bidder/Contractor undertakes to promptly inform and provide any relevant documentation to Enel:
- 1) In the case of acknowledge of subjection to administrative, civil and /or criminal proceedings referred to in the second bullet of the previous letter a);
  - 2) In the case of subjection to administrative, civil and/or criminal investigation referred to in the third bullet of the previous letter a).

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/Contractor itself and of the Company concerned.

## 12. GENERAL PROVISIONS.

12.1. The Parties agree that the commercial relationship shall abide by the most strict and demanding concepts and principles of ethics, morality and good faith during the execution of business, including, without limitation, avoiding to keep by themselves or third parties, total or partially, directly or indirectly, relationship, contact or commercial association with any kind or class of agents that have participated in unlawful commercial activities, including unfair or unethical competition activities, from which, as a result of the activity performed, the Parties are aware of or should be aware of.

12.2. No provision under this Contract shall be construed as a means to create a partnership, joint venture, or association or commercial representation between the Parties, being each of them single, integral and solely responsible for their own acts and obligations.

12.3. The Parties represent, under penalties foreseen at Law, that their individuals or representatives who sign the Contract are duly accredited, according to their respective Bylaws or Social Deeds, with authority to take on the obligations under the Contract.

12.4. The Contractor hereby waives, irrevocably, the option to issue trade acceptance bills ("duplicata"), foreseen under art. 2 of Law 5.474/68, resulting from invoicing of services or supplies provided hereunder. It is also prohibited to assign any credit resulting from the Contract executed by the Parties, as well as to issue of any kind of instrument of credit ("título de crédito"), Being ENEL exempted from any payment or obligation towards third parties, due to receivables, discount, collateral or other form of circulation or guarantee, including related to rights resulting from this Contract and, under no circumstances, ENEL shall accept such titles, which shall be returned, incontinenti, to the legal entity/individual who presented them. Under no circumstances will ENEL be held accountable for expenses/bank surcharges or any other expenses, not foreseen hereunder.

12.5. The Contractor shall be liable for eventual moral and material damages the ENEL may suffer as a result of failure to comply with the item above, as well as a result of protested trade bills that failed to meet the prohibition under this clause, with no damage to other penalties herein or in the contract, as well as incidence of pecuniary fine equal to 100% (one hundred percent) on the value of the title, accepted or endorsed.

<sup>2</sup> The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and the technical director, in the case of an individual company; (b) the associates and the technical director, whether it is a general partnership; (c) the associated partners and the technical director, if it is a limited partnership; (d) the managers with power of representation and the technical director and 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 the technical director, in the case of an individual company; (f) the associates and the technical director, whether it is a general partnership; (g) the associated partners and the technical director, if it is a limited partnership; (h) the managers with power of representation and the technical director and 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>3</sup> For itself and for the persons listed in note 2.

<sup>4</sup> For itself and for the persons listed in note 2.