

This “ANNEX II CHILE” applies to contracts for the purchase of supplies, services or works governed by Chilean legislation and concluded between ENEL Group companies and a Supplier.

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1. GENERAL INFORMATION

1.1. This "ANNEX II CHILE" applies to contracts for the purchase of supplies, services or works (hereinafter, "Contract") governed by Chilean legislation and concluded between ENEL Group companies and a Supplier (hereinafter, "Parties").

1.2. This document is an integral and substantial part of the Basic General Contracting Conditions of the ENEL Group (hereinafter, "General Terms and Conditions") to which this document is an annex. The Contract shall indicate the web page at which the present General Terms and Conditions can be consulted. In the event that the Supplier does not have access to said page, and requires a copy of these, they shall be sent to them in electronic or paper format.

1.3. Without prejudice to the provisions of the General Part of the General Terms and Conditions, any exception or modification to this Annex II Chile proposed by the Supplier shall be valid only if it is made in writing and accepted in the same way by ENEL and shall only apply to the Contract for which it was proposed, there being no possibility that the exception can be extended to other contracts in progress or that they can be entered into successively with the same Supplier.

1.4. In the event of discrepancy or incompatibility between the documents included in the Contract, the hierarchy rules contained in the General Part of the General Terms and Conditions in which the order of prevalence of the contractual documents is established shall be observed.

1.5. The original version of this Annex II Chile is the one drawn up in Castilian Spanish.

1.6. The Parties expressly submit to Chilean law for the interpretation and regulation of all issues that may arise in connection with the Contract.

1.7. Settlement of disputes. Any dispute or difference arising, related to or in any way connected with the Contract, including its existence, validity or termination shall be submitted to arbitration in accordance with the Arbitration Procedure Rules of the Santiago Arbitration and Mediation Centre in force at the date of request, and pursuant to the following rules: (a) The arbitration tribunal shall consist of an arbitrator appointed by the Parties by mutual agreement. If it is not possible to reach an agreement, the Parties shall confer an irrevocable special power upon the Santiago Chamber of Commerce so that, at the written request of either Party, they may appoint the arbitrator from among the members of the arbitration body of the Santiago Arbitration and Mediation Centre. (b) The arbitrator shall act as a legal arbitrator with respect to the decision on the dispute and as an arbitration arbitrator with regard to the proceedings. (c) No appeal may be made against the arbitrator's decisions. The arbitrator shall have the power to decide regarding their own competence and/or jurisdiction. The process shall be conducted in Spanish.

2. DEFINITIONS.

- Certificate of Inspection of the works and services:** Record in which defects found in a completed work or service are recorded and the deadline by which they must be rectified by the Supplier.
- Delivery note:** Commercial document containing a list of commodities supplied and certifying the delivery of the same.
- Shipping authorisation:** Document issued by ENEL, by which the Supplier is authorised to proceed with the total or partial delivery of the equipment or material covered by the Contract.
- Shipping notice:** Document issued by the Supplier once all the agreed procedures have been completed, by which ENEL is informed that the equipment or material covered by the Contract has been shipped in whole or in part.
- Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels.
- Letter of intent or order to proceed:** Non-mandatory agreement containing commitments that may or may not be formalised in a Contract.
- Inspector:** Person or entity designated by ENEL who carries out inspection functions at any stage of the execution of the Contract.
- Bid request:** Document through which ENEL requests a bid. It shall consist of the Technical Specifications and the Commercial and Legal Specifications, among which the present General Terms and Conditions will be found.
- Quality Control Plan:** Document issued by the Supplier specifying the processes, procedures and associated resources that will be applied to comply with the requirements of the Contract.
- Inspection Point Programme:** Document issued by the Supplier and approved by ENEL, reflecting the different inspections, tests, trials or examinations that are to be performed.
- Acceptance at Origin:** Procedure in which the mandatory tests or trials for the acceptance of the material are carried out in the presence of technicians from ENEL or a person or entity authorised thereby, and at the facilities of the Supplier, its subcontractor or any other entity agreed between both Parties.
- Acceptance by protocol:** Review of the mandatory test protocols, carried out previously by the Supplier, by means of which ENEL technicians or a person or entity authorised thereby, approve the shipment of the material in question or, on the contrary, decide the verification of the results of said protocols by the Acceptance at origin.
- Quality assurance system:** System that establishes those requirements with which the Supplier must comply to effectively and correctly develop the purpose of the Contract.

3. ECONOMIC TERMS AND CONDITIONS.

3.1. Prices.

3.1.1. In the case of the realisation of a work or the provision of a service, the Contract price shall include at least, unless expressly included in other concepts, the following:

- Direct and indirect labour.
- Machinery and associated personnel.
- Depreciation of machinery.
- Permanent and fungible materials.
- Transport to/from the place of work of personnel, material and means.
- Installation and authorisation of services.
- Maintenance costs.
- General expenses and industrial profit.
- Taxes, fees and excise duties that are legally applicable.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Complete implementation of all units according to the Technical Specifications and other contractual documents.
- Construction, demolition and removal of auxiliary works, surveillance or storage facilities and those carried out in compliance with the Occupational Risk Prevention Regulations.
- Costs on economic guarantees, insurance or other guarantees, if applicable.
- Costs for the provision of safety measures and the necessary management systems to comply with the occupational health and safety requirements, as well as the costs for the delivery of personal protective equipment in accordance with the requirements and standards of ENEL.

3.1.2. The prices will be broken down into the price of the services, the price of the materials and corresponding taxes in accordance with the applicable legislation.

3.1.3. The Supplier shall assume and be responsible for any additional cost for freight, delivery and other expenses caused by non-compliance with the delivery and shipping conditions established in the Contract.

3.1.4. No material, equipment or work not included in the Contract shall be paid if its execution has not been previously offered by the Supplier, in writing and with an express indication of its price, and accepted, also in writing, by a duly empowered representative of ENEL.

3.1.5. The Supplier is obliged to accept extensions, modifications and reductions of the scope of the Contract, at the agreed prices, provided that they do not represent, together, an increase or decrease of more than 25% of the Contract amount. The new delivery deadline, if applicable, shall be established by mutual agreement between both parties, based on a reasoned proposal by the Supplier.

3.1.6. If the extensions, modifications or reductions that ENEL proposes, motivated by a justified reason, represent an increase or decrease of more than 25% of the Contract amount, the Supplier may accept or reject them, but in the latter circumstance, ENEL shall have the right to terminate the Contract.

3.1.7. In cases in which a work unit not foreseen in the price table of the Contract is to be executed, the corresponding price shall be determined between ENEL and the Supplier, at the duly justified proposal of the latter, based on the breakdown of costs of other analogous units for which there is a unit price.

3.1.8. The negotiation of the contradictory price shall be independent of the execution of the unit in question, with the Supplier being obliged to execute it immediately after it receives the order from ENEL.

3.1.9. At the request of ENEL, the Supplier shall include unit price scales in its offer in case ENEL were to consider it necessary, during the execution of the Contract, for the Supplier to perform work units not initially envisaged in the scope of the Contract (direct labour prices). Said prices, once agreed upon by the Parties and incorporated into the Contract, shall include the same categories as those defined in the first paragraph of this clause, and shall be applied when it is not possible to set a contradictory price or in cases where ENEL deems it necessary.

3.1.10. The performance of work on a direct labour basis may only be carried out with a written execution order from ENEL.

3.1.11. Personnel costs shall include the tools relating to their speciality, as well as the necessary equipment for their protection, safety and the correct execution of the work.

3.1.12. Additional costs for transportation, subsistence or maintenance of the Supplier's personnel shall not be accepted.

3.2. Invoicing.

3.2.1. It shall be necessary to separate the following categories within the same invoice:

- a) Any work contracted on a direct labour basis in addition to what was agreed in the Contract.
- b) Increases already invoiced by application of readjustment formulas provided in the Contract. In this case, it shall be necessary to provide the justifications for the values of the indices applied and the detail of the corresponding readjustment formula.

3.3. Payment terms and conditions.

3.3.1. All payments made prior to the Provisional Acceptance in accordance with the provisions of the Contract shall be considered as advance payments towards the final price.

3.3.2. Invoice shall be paid, upon ENEL's acceptance of compliance with the contractual conditions, within the time period specified in each case, and failing that, on the first day of mass payment subsequent to the ninety (90) calendar days following the date of entry in the General Registry of ENEL, or the date of conformity with the invoice if this date of conformity should be later than that of entry in the General Registry of ENEL.

4. EXECUTION.

4.1. Inspections, tests and trials.

4.1.1. ENEL may inspect the materials and equipment subject to the Contract at any time during their manufacture, as well as the execution of the contracted works or services, including the materials used by the Supplier in such execution. Said inspection may be carried out by its own personnel or by the persons or entities it designates for the purpose.

4.2. Quality Control.

4.2.1. Before initiating the manufacturing process, or the completion of the work or service contracted, the Supplier shall submit for approval, at the request of ENEL, a Quality Control Plan (as per ISO 10.005 or equivalent) that shall include the Inspection Point Programme, as well as the list of applicable operations and procedures.

4.2.2. During the execution of the Contract, the Supplier shall obey in the strictest and most rigorous way the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL.

4.2.3. Upon completion of the execution of the Contract, the Supplier shall deliver to ENEL, for its approval, a final Quality Control report, whose content shall conform to the provisions of the Contract and the approved Quality Control Plan.

4.2.4. The fulfilment of these Quality Control conditions does not exempt the Supplier, under any circumstances, from its responsibility for the incorrect execution of the Contract.

4.3. Conditions of delivery and receipt.

4.3.1. General details.

4.3.1.1. If the Contract does not indicate a specific termination date and only the execution or delivery period is established, it will start to be counted from the signing of the Contract or from the date of issuance of the Letter of Intent or Order to Proceed.

4.3.2. Materials and/or equipment.

4.3.2.1. With each delivery, the Supplier must accompany all the final technical documentation and the test protocols established in the Specifications, in the Contract and, where applicable, in the corresponding Technical Standards.

4.3.2.2. To perform the delivery, the Supplier shall send to ENEL, to the attention of the contact person or person in charge of acceptance as stated in the Contract, sufficiently in advance, a Notice of Dispatch indicating the following data in it:

- Reference number of the Contract.
- Number of packages sent, indicating the material they contain. If they are the last of those contracted, it shall expressly indicate this circumstance.
- Data referring to the means of transport used and/or the transportation company, with the data and the telephone number of the contact person.
- Date and place of making the equipment or materials available.

Likewise, the Supplier undertakes to inform ENEL, immediately, of any circumstance that could alter the agreed delivery terms.

4.3.2.3. In materials or equipment subject to quality control, and unless otherwise agreed, the Supplier shall not proceed to send them until they have the mandatory Authorisation for Shipment after the Acceptance by Protocol or the Acceptance at Origin issued by ENEL. Supplies subject to an Agreed Quality schedule are not covered by this requirement. If, however, the Supplier proceeds with the shipment, it shall bear all expenses generated by the same.

4.3.2.4. Without prejudice to the delivery date being considered fulfilled, ENEL reserves the right to postpone, without expression of cause, any shipment or dispatch of materials or equipment. The Supplier shall bear the storage and insurance expenses during the three months following the agreed delivery date. If the postponement of the shipment should be prolonged for a longer period of time, the amount of compensation resulting from the subsequent storage and insurance expenses shall be established by mutual agreement.

4.3.2.5. Once the material or equipment is received by ENEL, a Provisional Acceptance Document shall be issued, which must be signed by both Parties, in which reference shall be made to the satisfactory result of the tests or trials and final inspections, or a record of the circumstances in which the deficiencies noted therein have to be remedied or corrected.

4.3.3. Works and/or services.

4.3.3.1. Once the Warranty Period has elapsed, the Supplier shall notify ENEL of the expiry of said Period, requesting the Final Acceptance. In view of such request, ENEL, if applicable, shall notify the Supplier of the date set for Final Acceptance, which must occur within a period not exceeding thirty (30) days from the receipt of notification by ENEL.

4.3.3.2. On the day set by mutual agreement for issuing the Final Acceptance, in the presence of the Supplier, the status of the work or service contracted shall be checked and it shall be verified whether it meets the required conditions, performing such tests as may be necessary.

4.3.3.3. The management of the execution of the works or services entrusted shall correspond completely to the Supplier.

4.4. Transfer of ownership and risk.

4.4.1. Materials and/or equipment.

4.4.1.1. The Supplier shall be liable for hidden faults or manufacturing defects, including during the Warranty Period and until the deadline stipulated by current legislation, apart from any legal or other liabilities that may arise.

4.4.2. Works and/or services.

4.4.2.1. The Supplier shall be liable for any hidden faults or defects, including during the Warranty Period and by the deadline stipulated by the applicable legislation, apart from any legal or other liabilities that may arise from the same.

5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

5.1. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignees of the Supplier and ENEL. The Supplier shall always be liable for all the activities of said subcontractors, and for the fulfilment of their contractual, legal and fiscal obligations; this includes the damages caused to ENEL by any of its subcontractors or assignees, or their agents, advisors or workers.

5.2. ENEL shall not be liable to any subcontractor or assignee, nor to the personnel thereof, for any claim derived directly or indirectly from the Contract. The Supplier therefore agrees and undertakes before ENEL to carry out whatever is within its power to avoid the formulation and/or processing of such claims. Consequently, the Supplier shall respond to ENEL and shall at all times hold it harmless from any claim or action, judicial or extra-judicial, or any proceedings directed against ENEL by any subcontractor or assignee, or by their personnel. The aforementioned indemnity shall reach both the amount that ENEL must pay, and the expenses or costs of any nature which ENEL may incur as a result of said claim. Non-compliance by the Supplier with that which is regulated in this section shall be considered a serious non-compliance, and ENEL shall be empowered to terminate the Contract in full or ipso facto, without requiring any judicial declaration in this respect, due to non-compliance by the Supplier, without prejudice to any other legal action that could be open to ENEL.

5.3. In cases of assignment of Contract or subcontracting, the Supplier agrees and undertakes to obtain prior acceptance from the assignee or subcontractor of the obligations that shall derive for it before ENEL from all the contractual, legal, labour, confidentiality and safety conditions, with the presentation of the corresponding supporting documentation and compliance with the legal regulations in force being essential.

5.4. In accordance with the foregoing, ENEL may at any time inspect and monitor the works or fabrications of the transferee or subcontractor, and the fulfilment of its obligations. The subcontractor or assignee is obliged to provide ENEL with all the necessary collaboration (documentation, reports, free access to its factories, workshops or facilities, etc.).

5.5. ENEL reserves the right to reject those subcontractors or assignees who, during the progress of the works or services, it does not deem appropriate to maintain.

6. ASSIGNMENT OF RIGHTS AND CREDITS.

6.1. ENEL may, with the sole requirement of notifying the Supplier, assign its collection rights or payment obligations derived from the Contract to any other ENEL Group company. The Supplier may not assign its collection rights or payment obligations derived from the Contract to any other natural or legal person without the prior and express consent of ENEL.

7. WARRANTY PERIOD.

7.1. The Warranty Period of the materials and equipment as well as the contracted works or services is extended during the time stipulated in the Contract, and failing that, for one (1) year from the date of the Provisional Acceptance Document. If the Document is not signed, the year shall be calculated from ENEL's conformity with the hand-over of the material, or from the communication of the completion of the work or service contracted and delivery to ENEL of the documentation by the Supplier for the processing of the administrative authorisation for the entry into service of the work, as appropriate.

7.2. If upon expiry of the Warranty Period, six (6) months have not elapsed since the entry into service of the main ENEL facility for which it is intended or of which the purpose of the Contract forms part, the Warranty Period will be automatically extended until said six (6) months have elapsed, unless the materials or equipment provided by the Supplier have had to be repaired or replaced, in which case they will be guaranteed for a period equal to the initial Warranty Period. Under no circumstances may it entail higher costs for ENEL.

7.3. Upon expiry of the Warranty Period and following the Final Acceptance, ENEL may proceed, for its exclusive benefit, directly by itself or through third parties, to modify or alter freely the materials and equipment covered by the Contract or the constructions made or facilities assembled, including when they are covered by licences, patents or other forms of industrial property in favour of the Supplier, in all cases preserving the confidentiality due to them.

8. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.

8.1. The Supplier undertakes at all times to have the necessary human resources in number and qualification for the execution of the purpose of the Contract in accordance with the maximum quality standards defined therein.

8.2. The Supplier declares that it is aware of and undertakes to comply with all its obligations related to labour law-related, social security and occupational risk prevention issues, as well as any ENEL internal regulations that may be applicable at any time.

8.3. The Supplier, as the sole and exclusive employer of its employees, whether those involved in the execution of the Contract or those who work in other areas of the Supplier's company, and also in other companies, works, or tasks where it also provides services, is the party required to comply in a strict and timely manner with the legal, regulatory and administrative provisions in force in labour and social security matters pertaining to said workers.

8.4. In particular, the Supplier undertakes, with respect to all the workers covered by the Contract, to:

- a) Declare and pay each month and in a timely manner the contributions and social security contributions of all their workers, in the respective social security and welfare institutions. In the event of a declaration, the aforementioned contributions must be paid no later than the last business day of the month in which the declaration was made and which corresponds to the following month in which the remunerations and income accruing to them were accrued.

The act of declaring and not paying the respective pension contributions as indicated above shall be considered a serious non-compliance on the part of the Supplier.

- b) Submit to the preventive review procedures carried out by ENEL or by third parties on its behalf.
- c) Provide to ENEL, when requested, the certificate of compliance with labour law and social security obligations together with the original labour and pension certificate issued by the respective Labour Inspectorate. In addition, ENEL may request, within the deadlines established by the latter, all documentation proving compliance with labour and social security obligations and, in particular, the following:
- Employment contracts.
 - Proof of legal holiday.
 - Auxiliary payroll book.
 - Attendance register.
 - Proof of payment of remuneration.
 - Payment sheets for provisional contributions and social security.
- d) Compliance with the observations made in labour and social security matters, within the deadlines set by ENEL.

8.5. In order to comply with labour and social security obligations and especially those aspects related to risk prevention, the Supplier must send the following records each month to the User Area of ENEL; only when the latter requests them:

- a) Copy of the receipt of the contributions under Law No. 16,744 for its workers, from the immediately preceding month.
- b) Copy of the monthly report on work accidents, which is compulsorily submitted to the occupational injury insurance company to which its company is attached, according to Articles 12 and 13 of Decree No. 40 of 1969, of the Ministry of Labour and Social Welfare, published in the Official Gazette of 7 March 1969, which approves Regulations on the Prevention of Occupational Risks.
- c) Photocopy of the individual declaration of work accidents (DIAT), which must be presented to the corresponding mutual insurance company for each accident that has occurred.
- d) Compliance with a risk prevention programme in accordance with Chilean legislation.

8.6. The Supplier must have all of its personnel affiliated with an occupational injury insurance company and comply with the provisions of Law No. 16,744 on Occupational Accidents and Illnesses.

8.7. All accidents causing disability to its personnel must be notified immediately, sending to the ENEL Risk Prevention Department and the ENEL representative in the Contract a photocopy of the Accident Report that has been sent to the occupational injury insurance company.

8.8. The obligations described in the previous points shall also be required in the case of the personnel of a subcontractor. The Supplier will be exclusively responsible for compliance with such obligations.

8.9. ENEL shall not therefore be responsible for any accidents that may occur to the Supplier, its personnel, or that of its subcontractors in the course of or in connection with the works or services. The Supplier shall provide its workers with all the personal protection elements and work equipment that are required in accordance with the nature of the work, in addition to controlling their use by the personnel of its subcontractors.

The Supplier shall be liable for all damages to third parties that may occur during the services provided caused by actions or omissions of its personnel or its subcontractors.

8.10. Penalties for non-compliances with the regulations related to the protection of occupational health and safety.

8.10.1. Without prejudice to the right to terminate the Contract, and without prejudice to the claim for damages, in relation to any non-compliance concerning the protection of health and safety in the workplace, ENEL shall be entitled (at its sole discretion) to impose the penalties detailed below, upon notification to the Supplier by registered letter with acknowledgement of receipt:

- a) CLP 200,000 (two hundred thousand Chilean pesos) for each non-compliance qualified as "SERIOUS", according to the table in clause 11 of the General Part of these General Contracting Terms and Conditions.
- b) CLP 400,000 (four hundred thousand Chilean pesos) for each non-compliance qualified as "VERY SERIOUS", according to the table in clause 11 of the General Part of these General Contracting Terms and Conditions.

8.10.2. If the non-compliances mentioned in sections a) and b) and the "EXTREMELY SERIOUS" non-compliances cause accidents or personal injury, ENEL reserves the right to impose (at its sole discretion) an additional penalty of up to 2% of the total value of the Contract and, in any of the cases, not less than CLP 400,000 (four hundred thousand Chilean pesos).

9. FINANCIAL WARRANTY.

9.1. Warranty of compliance with labour and social security obligations.

9.1.1. In the case of labour-intensive Service Contracts, the Supplier must provide a warranty for compliance with labour and social security obligations, which will be calculated according to the number of workers of the Supplier who work in the Contract, for the number of years corresponding to the compensation, considering therein the month of notice and the duration of the Contract. The warranty slip must be renewed each year, considering the years of accumulated services of the workers associated with the Contract. The validity of the warranty must exceed the annual period of the Contract by at least six (6) months.

9.1.2. The warranty corresponding to the last year shall be returned at the end of the Contract, and when the Supplier presents all the settlements signed and ratified before a notary public, for all the workers who have performed the Contract signed with ENEL.

9.2. In the case of Service Contracts, the Supplier shall have the obligation to present only one of the warranties described above, namely the one of greater value when both are compared.

10. PERSONAL DATA PROCESSING.

10.1. In the event that the execution of the Contract requires the Supplier to access data of a personal nature for which ENEL is responsible, the provisions of this section shall apply.

10.2. The aforementioned data which are processed and managed by the Supplier shall be and remain under the responsibility of ENEL.

10.3. In particular, the Supplier declares and guarantees:

- a) That the processing of the data shall be carried out in accordance with current legislation, as well as with the criteria, requirements and specifications set forth in the Contract and, failing that, with the instructions that ENEL gives at all times.
- b) That the personal data to which the Supplier has access as a result of the provision of the supplies, works or services that are covered in the Contract, shall not be applied or used for a purpose other than that contained therein.
- c) That it shall return directly to ENEL the personal data that has been subject to processing, within a period of fifteen (15) calendar days from the date of termination of the supply, work or service in accordance with the provisions of the Contract.
- d) That it shall destroy any document, support or copy of personal data that has been subject to processing under the provisions of the Contract and that could not be returned, for reasons of various kinds, in the terms set out in the previous section. However, the destruction of the data shall not proceed when there is a legal provision that requires its retention, in which case the Supplier shall keep the aforementioned data duly blocked.
- e) That it shall not communicate, nor transfer to other natural or legal persons, the personal data provided to it for the provision of the supplies, works or services covered by the Contract.
- f) That it shall adopt, in the processing of the data provided by ENEL, the necessary technical and organisational measures required by the legal regulations that may be applicable in this regard, as well as those that ENEL may impose within the Contract itself, in such a way as to guarantee the security of the personal data and to ensure that their alteration, loss, processing or unauthorised access is avoided, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether they come from human action or from the physical or natural environment. The measures shall include, but are not limited to, hardware, software, recovery procedures, backup copies and data extracted from personal data in the form of on-screen or printed displays.

- g) In the event that for the provision of supply, work or service it is necessary to carry out any international transfer of data, the Supplier undertakes to inform ENEL sufficiently in advance so that the latter can request the corresponding authorisations, without which the Supplier will not be able to make such transfers.

10.4. Without prejudice to the provisions of letter (e) above, in the event that ENEL should authorise the subcontracting of certain services in favour of third parties, which in turn means that these third parties have to access the personal data affected by this section, the Supplier undertakes, prior to said subcontracting, to ensure a Contract is jointly signed by the Parties and the subcontractors by which the latter expressly assumes responsibility for the correct processing of the personal data that they access with the same provisions as those contained in this section, as well as compliance with all obligations derived from the data protection regulations.

10.5. The Supplier shall be responsible for the data processing carried out under the respective Contract and undertakes to hold ENEL harmless at all times against any claim that may be filed, insofar as said claim is based on the non-compliance by the Supplier of the provisions of this section, and agrees to pay any amount which by way of a penalty, fine, compensation, damages or interest ENEL may be sentenced to pay for the aforementioned non-compliance.

11. PROTECTION OF THE ENVIRONMENT¹.

11.1. Materials and/or Equipment.

11.1.1. The Supplier undertakes to adopt the necessary measures to ensure strict compliance with the obligations that correspond to it by the application of all current environmental legislation and regulations that may be applicable, especially with regard to the correct packaging and labelling of the products supplied (date of packaging, manufacturing, expiry of the product, etc.), as well as the returnability of chemical product containers, in those cases in which said products are considered to be dangerous preparations according to the legislation in force, without prejudice to any other legal development which may occur in the future on the particular, needing to repair the damage that has occurred as a result of any non-compliance with the environmental regulations in force that may be applicable.

11.1.2. The Supplier undertakes to provide, whenever possible, products or materials with an organic label, as well as those that have a longer useful life, which represent a lower cost and have a lower potential for waste generation due to expiry of the product, and to be as respectful as possible as regards the environmental quality within its premises.

11.1.3. The Supplier undertakes to ensure that the elements that can be used in its materials and equipment are not carcinogenic or chemically unstable.

11.1.4. The Supplier shall respect the limitations established for the sale and commercialization of the dangerous substances and preparations established in the applicable environmental legislation and regulations, as well as in any other future legal modification in this regard. In particular, the absence of PCBs in equipment oil, and the absence of CFCs, HCFCs, halons, etc., with marketing restrictions shall be accredited.

11.1.5. The Supplier shall be responsible for the transportation to comply with the provisions of the applicable legislation and regulations. For the transport of hazardous substances, whether raw materials or waste, the authorisation for the transport of dangerous substances, ADR by road, and the appropriate one in case of maritime transport are available for request.

11.1.6. The unloading of the products or materials shall be carried out according to the duly established procedures to comply with the applicable regulations for the handling of dangerous substances.

11.1.7. Whenever possible and even if it is not bound by the applicable environmental legislation and regulations, the Supplier shall reuse or recycle the waste generated by its products or materials.

11.1.8. ENEL reserves the right to monitor or control the proper management of waste by the Supplier.

11.1.9. If the scope of the Contract includes the acquisition of substances in the form of mixtures or contained in items such as the following (listed in an indicative and non-exhaustive manner):

- Insulating oils.
- Lubricant oils.
- Greases.
- Paint, inks (including toner) and varnishes.
- Solvents.
- Chemical products.
- Electric batteries.
- Gases (in bottles or equipment).
- Fuels (diesel, fuel-oil).
- Laboratory reagents.

¹ This "PROTECTION OF THE ENVIRONMENT" clause applies only to works, services with operational activities on behalf of ENEL and/or ENEL facilities, to supplies only if they include installation, or the supervision of work, or loading/unloading, and the supply of hazardous substances/chemical reagents. In addition, this clause also applies to the services and/or supplies considered by ENEL to involve a High or Medium Environmental Risk.

- Cleaning products.

11.1.10. The Supplier shall confirm compliance with the regulations in force regarding the registration, evaluation, authorisation and restriction of substances and chemical preparations, providing the safety, handling and storage sheet for the substances or mixtures that are supplied, prepared according to the applicable regulations. The safety sheet must include the uses of the substances or mixtures supplied. It shall also take into account the energy efficiency of the equipment.

11.1.11. The Supplier undertakes to manage the empty containers in which they have been supplied, complying with the provisions of the applicable regulations, undertaking in any case to withdraw them when ENEL so requests and placing them at the disposal of the latter to this end, taking full responsibility for compliance with the mandatory regulations regarding transport, as stated in the previous points. It shall also be obliged to withdraw the packaging used for transport under the conditions and terms established in each Contract, or in the event that this is not indicated, in the subsequent deliveries it shall remove packages from previous shipments when ENEL so requires.

11.1.12. The Supplier of electronic equipment shall comply with the conditions imposed by the regulations in force. Special attention will be paid to electronic meters, computers and control equipment, which the Supplier shall be obliged to withdraw at the end of their useful life, establishing the appropriate logistics to use for the return of supplies at no cost to ENEL.

11.2. Works and/or services.

11.2.1. The Supplier must know and verify that its personnel knows, understands and applies all the requirements and regulations related to the protection of the environment, energy efficiency and environmental quality within the premises that may be applicable in order to carry out the works or services.

11.2.2. The Supplier shall guarantee, and where appropriate, accredit that the personnel who are to carry out the work covered by the Contract, possess or receive the appropriate theoretical-practical training for this purpose and, especially, the necessary training to guarantee their correct environmental behaviour and to reduce the risk of an incident with environmental repercussions. The training shall include the obligations that are derived from the documents of the Environmental Management System, in the event that one has been implemented or is in the process of implementation, as is common in the different businesses of ENEL.

11.2.3. The Supplier shall provide its staff with the necessary means so that the work or services can be carried out in an environmentally-friendly manner. Likewise, it undertakes to comply with all the legal requirements that may be applicable, as well as those derived from the Environmental Management System, in the event that there is one implemented in the facility covered by the contract. The Supplier must provide the pertinent information on the activities envisaged in the Contract, to assist in the calculation of the ENEL Carbon Footprint (in the same way, the information on the Carbon Footprint of the activities of the Suppliers will be evaluated).

11.2.4. The Supplier shall provide its personnel with the necessary means so that the works or services can be carried out taking care of the environment, taking into account the efficient use of energy and environmental quality within the premises. Likewise, it undertakes to comply with all the applicable legal requirements, as well as those of the Environmental, Energy or Environmental Quality System at the premises, in case there is one implemented at the facilities covered by the Contract.

11.2.5. The Supplier shall be liable for any environmental incident or accident caused by it, as a result of the performance of the works or services, and ENEL reserves the right to charge the Supplier for the actions and expenses arising from non-compliance with its obligations regarding environmental issues. The Supplier shall adopt the appropriate measures to ensure strict compliance with the environmental legislation in force that is applicable to the work and restore the damage that may have occurred as a result of any non-compliance with the regulations in force that may be applicable.

11.2.6. The Supplier shall draw up a plan for the prevention of environmental risks and contingencies derived from the works or services to be carried out, which shall be submitted to ENEL when required, and to avoid any incidents, it shall adopt the appropriate preventive measures to guarantee compliance with regulations in force which may be applicable, as well as those that dictate good environmental management practices, such as:

- Store and properly handle chemical products and toxic or dangerous goods or residues, separately disposing of chemical products that are incompatible with each other and avoiding the mixture of residues.
- Clearly signpost areas and hazardous waste with environmental impact.
- Prevent leaks, spills and contamination of soil, water courses or channels.
- Prohibit its workers from lighting fires, washing or leaving waste in an uncontrolled manner.
- Prevent emissions of dust or other substances in the transport of materials.
- In particular it must observe the prohibition of any type of uncontrolled dumping, as well as the abandonment of any type of waste in the area covered by the development of the works or services contracted, which should be kept clean and orderly as much as possible during each day of work and especially at the end of it, also having to comply with what is specified in the environmental procedures of the Environmental Management System, which are applicable to the work to be carried out, in case there is one implemented in the facilities covered by the contract.
- In order to properly segregate each type of waste, the Supplier must place a sufficient number of containers, with locks, duly marked and in good condition, in the place where the work is performed, when as a result of said work waste is generated, which must be subsequently managed in an appropriate manner, by an authorised manager and in accordance with the applicable environmental regulations. The Supplier shall submit to ENEL, when requested, a copy of the waste transportation, management and disposal documents according to the regulations, as well as the authorisations that certify the transporters and managers used.
- Once all the works or services ordered have been completed, the Supplier is obliged to leave the work area clean and free of waste, removing at the end of the work all the debris, containers, packaging, scrap and all types of

waste generated that remain there, bearing the cost and responsibility for the collection, transportation and authorised management of the same.

- Likewise, it shall adopt the appropriate measures to guarantee the strict compliance with the environmental regulations in force that are applicable to the aforementioned works or services.

11.2.7. The Construction Manager of the Supplier shall be responsible for the monitoring and compliance of the procedures, being able to designate another person to perform the task, notifying their identification data to the ENEL technician supervising the work, who will be able to transmit specific environmental instructions for the works to be carried out.

11.2.8. The Supplier undertakes to immediately inform the ENEL technician supervising the works or services of any environmental incidents or accidents that could occur during the execution of the same, being obliged to present a written report of the event and its causes.

11.2.9. In the event of an environmental incident or accident, whatever it may be, the Supplier undertakes to comply with the instructions of the ENEL technician supervising the works or services.

11.2.10. In the event of failure to comply with any of the present clauses, the ENEL technician supervising the works or services may paralyse them, with the Supplier bearing any losses caused and in any case, non-compliance with the obligations related to the maintenance of the work area shall determine the deduction from the invoice of the charge for the expenses incurred plus 10% of the same as a penalty.

The Supplier agrees to apply these specifications to all works or services that it has to perform in any ENEL or third party installation.

12. CODE OF ETHICS.

12.1. General considerations.

12.1.1. The ENEL Group, in the management of its business activities and relations with third parties, complies with the provisions of the "General Principles for the Prevention of Criminal Risks". The Supplier, in the management of its business and relations with third parties, undertakes to comply with said principles or other equivalent ones.

These principles, as well as the rest of the Code of Ethics are available at the following addresses:

<https://www.enelchile.cl/es/inversionistas/a201610-codigo-etico-y-plan-tcc.html>

12.2. Conflict of interest.

12.2.1. The Supplier (if it is a natural person), upon signing the Contract, declares:

- 1) That he/she does not exercise, within the companies of the ENEL Group, functions of Senior Management (director, senior manager with strategic responsibilities), employee of the company or auditor of accounts of the ENEL Group;
- 2) That he/she does not have, within the ENEL Group companies, relatives/family members up to the second degree / spouse not legally separated / partner / spouse or children of his/her partner / who are related to him/her by blood or family relationship;
- 3) That the Supplier and their respective family members (a non-separated spouse or first-degree relatives) do not hold and have not held in the last twenty-four (24) months, positions in the Public Administration or in Public Services Entities that have had a direct relationship with activities carried out by any of the companies of the ENEL Group (granting of concessions, control activities, etc.).

12.2.2. The Supplier (if it is a legal person²), upon signing the Contract, declares:

That as a result of knowledge of its corporate structure, no person belonging to its governing, management or control bodies (including fiduciary companies):

- a. Is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key responsibilities within the ENEL Group companies, nor is a family member up to the second degree, spouse, partner, child of a spouse or partner, or dependent person (whether by kinship or marriage) of the aforementioned members.
- b. Is a worker from one of the companies of the ENEL Group, nor is a family member up to the second degree, spouse, partner, child of a spouse or partner, or dependent person (by kinship or marriage) of the aforementioned worker.
- c. Holds or has held in the last twenty-four (24) months, whether that person him or herself, or their respective family members (non-separated spouse or first-degree relatives), positions in the Public Administration or in Public Services Entities that have had a direct relationship with activities carried out by any of the companies of the ENEL Group (granting of concessions, control activities, etc.).

12.2.3. The Supplier undertakes to notify ENEL of any change that may occur subsequently and as long as it has the active condition of Supplier, with respect to the information declared before the signing of the Contract.

² Public bodies, companies listed on the stock exchange, banking institutions and companies controlled by them are not bound by this declaration.

12.3. **Integrity Clause.**

a) With the bid submission and /or the acceptance of the Contract, the Bidder/Contractor³ 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;
- ⁴To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- ⁵To not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against patrimony, 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 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 criminal proceedings referred to in the second bullet of the previous letter a);
- 2) In the case of subjection to 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.

³ 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** .

⁴ For itself and for the persons listed in note 3

⁵ For itself and for the persons listed in note 3