

This “ANNEX IV SPAIN” applies to contracts for the purchase of commodities, supplies, services or works governed by Spanish legislation and concluded between any company of the ENEL Group and a Supplier.

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1. GENERAL INFORMATION.

1.1. This “Annex IV Spain” applies to contracts for the supply and purchase of commodities, the provision of services and the execution of works (hereinafter, “Contract”) governed by Spanish legislation and concluded between an ENEL Group company and a Supplier (hereinafter, “Parties”).

1.2. This document is an integral and substantial part of the Basic General Contract Terms and Conditions of the ENEL Group (hereinafter, “General 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 IV Spain 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 may 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 release of this Annex IV Spain is the one drawn up in Castilian Spanish.

1.6. The Parties expressly submit:

- To Spanish law for the interpretation and regulation of all issues that may arise in connection with the Contract.
- To the jurisdiction and competence of the Courts and Tribunals of the City of Madrid, waiving any other jurisdiction, for the resolution of any controversy that may arise in the interpretation or execution of the Contract that could not finally be resolved amicably between the Parties.

2. DEFINITIONS.

- Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels previously agreed between the parties.
- Letter of intent:** Non-mandatory agreement that contains prior and general commitments that may or may not be formalised in a Contract. Its purpose is to facilitate the start of the execution of the Contract by the Supplier, once the essential obligations have been agreed by the Parties, and not to condition all the contractual actions upon the negotiation of the pending detailed aspects. The issuance of this document entails the submission of the Parties to these General Terms and Conditions.
- Quality control plan:** Document issued by the Supplier that specifies 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, in which the different inspections, tests, trials or examinations to be performed to comply with the requirements of the Contract are reflected.
- 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. The total price of the Contract includes, as a minimum, the aggregate valuation of the following:

- Direct and indirect labour and the corresponding social security payments.
- Machinery and personnel associated with its use.
- Depreciation of machinery.
- Permanent and fungible materials.
- Provision and use of all the tools of the Supplier’s speciality.
- Equipment necessary for the protection, safety and proper execution of the work, as well as the costs and means for compliance with its obligations in terms of control, training and information on occupational risks.
- Construction, contribution, maintenance, dismantling or demolition of all the temporary facilities and auxiliary buildings that the Supplier needs for offices, warehouses, workshops, changing rooms, hygiene services, surveillance, etc., and those carried out in compliance with the Regulations for Occupational Risk Prevention.
- Transport to and from the place of work, of personnel, material and any other resources.

- Installation and authorisation of services and supplies.
- Maintenance costs.
- General expenses and industrial profit.
- Subsistence allowances and expenses of the personnel of the Supplier and of all its agents, representatives, employees, freelancers and subcontractors.
- Taxes, fees and excise taxes that legally correspond to the Supplier as a taxpayer, unless they are recoverable by ENEL.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Full completion of the purpose of the Contract in accordance with the Technical Specifications and other contractual documents.
- Costs for the formalisation and maintenance of insurance or other guarantees, if applicable

3.1.2. Prices shall be broken down, specifying separately the price of the services, the price of the materials and the corresponding taxes in accordance with the applicable legislation.

3.1.3. The Supplier shall assume any additional freight and delivery costs and other expenses caused by non-compliance with the delivery and shipping conditions established in the Contract and in these General Terms and Conditions.

3.1.4. ENEL shall not pay for any material, equipment or work not included in the Contract if its delivery or 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 accepts extensions, modifications and reductions of the scope of the Contract, at the agreed prices, provided that they do not represent, taken together, an increase or decrease of more than 20% of the amount of the Contract. 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 20% 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 the cases in which an additional scope not initially provided for 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 a unit price has been set.

3.1.8. The negotiation of the price of the additional scope shall be independent of the execution of said scope, with the Supplier being obliged to execute it immediately after receiving the order from ENEL.

3.1.9. At the request of ENEL, the Supplier shall include unit price scales in its bid in the event that ENEL should consider necessary the performance by the Supplier, during the execution of the Contract, of additional work units, services and supplies not initially envisaged in the scope of the Contract (on a cost-plus basis). Said prices, once agreed upon by the Parties and incorporated into the Contract, shall include the same categories as those defined in section 3.1.1, and shall apply when it is not possible to set an additional scope or in cases where ENEL deems it necessary.

3.2. Invoicing.

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

- a) Any scope contracted with prices as regulated in section 3.1.9 in addition to what was initially agreed in the Contract.
- b) Increases due to application of readjustment formulas for prices provided in the Contract. In this case, it shall be necessary to provide supporting information for the values of the indices applied and the detail of the application of the corresponding readjustment formula.

3.2.2. In the event of loss of the invoice, the Supplier may issue a duplicate provided that it is also an original and ensuring that the statement "Duplicate due to loss of the original" is included therein.

3.2.3. The date of the invoice may not be prior to the date of the provision of the services, or to the date of acceptance of the materials or equipment, or to the date provided in the Contract.

3.2.4. Unless otherwise indicated in the Contract, all invoices and, where appropriate, their supporting documentation, shall be sent to the following address:

ENDESA

Centro de Servicios Administrativos Iberia.

Ribera del Loira, 60. Planta 1 – E (28042 MADRID – SPAIN).

3.3. Payment terms and conditions.

3.3.1. Upon examination and compliance by ENEL regarding the fulfilment by the Supplier of all contractual conditions, the invoices received shall be paid within the term indicated in the Contract, in accordance with legislation in force.

3.3.2. The Parties agree that in case of delay in payment by ENEL for reasons exclusively attributable thereto, it shall pay the Supplier, upon written and reasoned request by the latter, an additional amount of interest for late payment of three percent (3%) of the amount owed.

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

4. TAX.

4.1. The prices established in the Contract include taxes, fees or contributions, unless they are recoverable by ENEL. The taxes, fees and contributions resulting from the procurement, applicable in any of the jurisdictions where the Supplier and ENEL reside, shall be paid, retained or discounted from the price for each of them in accordance with the provisions of the applicable regulations.

4.2. The Parties mutually undertake to complete all the requirements and procedures and to deliver all the documentation that is necessary for the correct settlement of taxes and invoice payments, including making such withholdings and similar obligations as are due in accordance with regulations in force, at all times following the guidelines set forth therein. Likewise, the Parties undertake to cooperate in obtaining those exemptions and other fiscal benefits that may be applicable to the execution of the purpose of the Contract. Whenever, due to lack of diligence or for any other cause attributable to the Supplier, ENEL should lose the opportunity to enjoy any fiscal benefit, it may discount the amount of that benefit from the agreed price prior to its accreditation by any means of evidence admitted by Law.

4.3. In the event that there is an agreement in force to avoid double taxation signed between the country of residence of the Supplier and the country of residence of ENEL, and the Supplier invokes the application of any provision thereof, the latter must deliver to ENEL the corresponding certificate of residence that proves that he/she is a tax resident in his/her country for the purposes of the provisions of the Agreement in question, and the qualification of the income granted by the country of residence of ENEL shall be taken into account. Said certificate must be delivered together with the first invoice issued and/or as soon as requested by ENEL. In the event that the certificate should expire while the Contract remains in force, the Supplier must deliver a new certificate to ENEL to enable the application of the Agreement.

5. EXECUTION.

5.1. Inspections, tests and trials.

5.1.1. 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, at the work sites, offices, factories, workshops or warehouses of the Supplier as well as those of its subcontractors, for which purpose the ENEL inspectors shall have free access to the aforementioned facilities and the Supplier shall provide whatever may be necessary.

5.2. Quality Control.

5.2.1. The Supplier shall be solely responsible for Quality Control, independently of the controls and tests carried out or demanded by ENEL by its own means or by those of a third party, which, if carried out, shall not alter the full responsibility that is exclusively incumbent upon the Supplier.

5.2.2. 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.

5.2.3. 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.

5.2.4. 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.

5.2.5. 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.

5.3. Conditions of delivery and receipt.

5.3.1. General details.

5.3.1.1. If the Contract does not indicate a specific termination date and only the execution or delivery deadline is established, this deadline shall start to be counted from the date of the Contract or from the date of issuance of the Letter of Intent, where applicable.

5.3.2. Materials and/or equipment.

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

5.3.2.2. To perform the delivery, the Supplier shall send ENEL, to the attention of the contact person as stated in the Contract, suitably in advance, the Notice of Dispatch indicating at least the following data therein:

- Reference number of the Contract.
- Number of packages sent, indicating the contents thereof.
- If it is the final delivery, express indication of that fact.

Details of the means of transport used and of the transportation company, with the details and telephone number of the contact person from said company.

- Date and place of making the equipment or materials available to ENEL.

5.3.2.3. The Supplier shall inform ENEL, immediately, of any circumstance that alters the agreed and/or previously notified delivery terms.

5.3.2.4. Insofar as materials or equipment subject to Quality Control are concerned, and unless otherwise agreed, the Supplier shall not send them until they have received the mandatory Authorisation for Shipment following Acceptance by Protocol or Acceptance at Origin issued by ENEL. Supplies subject to an Agreed Quality schedule are exceptions to this requirement. If, however, the Supplier proceeds to shipment without having observed the aforementioned requirements, it shall bear all expenses generated by the same.

5.3.2.5. Without prejudice to it being considered that the Supplier has complied with the delivery date established in the Contract, ENEL reserves the right to postpone any shipment or dispatch of materials or equipment. The price agreed in the Contract includes storage and insurance expenses borne by the Supplier, observing uses of industrial best practices, during the month following the delivery date established in the Contract. If the postponement of the shipment or dispatch should be prolonged for a longer period of time than the aforementioned month, the amounts of compensation resulting from the subsequent storage and insurance expenses shall be established by mutual agreement between the Parties.

5.3.2.6. Subsequently, the end of the Warranty Period, with the agreement of ENEL and in accordance with what is established in the Contract, entails the final acceptance by ENEL of the materials or equipment acquired, also without prejudice to the remaining liability of the Supplier for encumbrances, hidden defects, or for any other liability that may be enforceable according to the applicable legislation.

5.3.2.7. When tests or trials and final inspections are required on the materials and equipment, and once they are received by ENEL, after fulfilment of all the conditions or activities established in the present General Terms and Conditions and in the Contract, Provisional Acceptance shall be performed and subsequently Final Acceptance in the terms regulated in section 5.3.3. "Works and/or services", except that the deadlines contemplated shall be reduced to eight (8) calendar days.

5.3.2.8. When the materials and equipment require assembly in a facility in order to check their suitability and functioning, their Provisional or Final Acceptance shall be understood to have been issued in conjunction with the Provisional or Final Acceptance of the facility.

5.3.3. Works and/or services.

5.3.3.1. Provisional Acceptance.

5.3.3.1.1. The Provisional Acceptance shall be issued once the specific tests have been carried out to ENEL's satisfaction and once the correct execution of the work or service covered by the Contract has been verified. In that case, ENEL shall draw up the Provisional Acceptance Certificate, which must be signed by both Parties. The signing of said Certificate involves the delivery and making available to ENEL of the works or services contracted and the transfer of the property as well as the risks inherent to the ownership and possession thereof, including the risks of loss and damage, and the beginning of the Warranty Period, all without prejudice to the Supplier's remaining liability for eviction, hidden defects or for any other liability that may be required according to the applicable legislation.

5.3.3.1.2. In the event that the examination of the contracted work or service should be not satisfactory at the discretion of ENEL, or that the established tests have not been passed, ENEL shall draw up a Certificate of Inspection of the works or services, in which it shall record the defects detected and the maximum period in which these should be corrected by the Supplier at its own and exclusive cost. If the latter should wish to express its disagreement over any technical or economic aspects, it must do so in the Certificate itself.

5.3.3.1.3. Once the established deadline has elapsed, the corresponding examination and tests shall be carried out. If they prove satisfactory in the opinion of ENEL, the Provisional Acceptance Certificate shall be signed. Otherwise, a new Certificate of Inspection shall be drawn up, indicating the defects detected and ENEL may choose between terminating the Contract due to the Supplier's non-compliance or granting a new term for the rectification of the defects at the Supplier's own and exclusive cost, in both cases without prejudice to the right of ENEL to proceed with a claim for damages.

5.3.3.1.4. The extraordinary deadlines that ENEL grants to the Supplier to correct deficiencies detected when issuing the Provisional Acceptance, do not constitute a renewal or extension of the contractual terms and, consequently, the Supplier shall be responsible for the penalties and compensation for any damages incurred for said reason.

5.3.3.2. Final Acceptance.

5.3.3.2.1. With sufficient notice, the Supplier shall inform ENEL of the end date of the Warranty Period, so that the date (date and time) by which the Final Acceptance has to be issued shall be set by mutual agreement, without this date being later within thirty (30) calendar days from the receipt of the aforementioned communication by ENEL, or prior to the end date of the Warranty Period.

5.3.3.2.2. 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.

5.3.3.2.3. ENEL shall express its conformity by signing the corresponding Final Acceptance Certificate, which must be signed by both Parties, and in which total compliance with the obligations of the Supplier shall be recorded. The signing of said Certificate involves the Final Acceptance by ENEL of the works or services contracted without prejudice to the Supplier's remaining liability for encumbrances, hidden defects or for any other liability that may be enforceable according to the applicable legislation.

5.3.3.2.4. If ENEL should observe minor defects, it shall also sign the Definitive Acceptance Certificate, indicating in it said defects, the maximum deadline for the Supplier to correct them at its own exclusive cost, the conditions of the economic guarantee to ensure the effectiveness of the remedy and the deadline for them to be remedied by the Supplier. If the latter should wish to express its disagreement over any technical or economic aspects, it must do so in the Certificate itself.

5.3.3.2.5. Once the deadline has elapsed without the defects having been corrected, ENEL may terminate the Contract due to non-compliance by the Supplier or it may grant a new deadline for the defects to be remedied at its own and exclusive cost, in both cases without prejudice to the right and authority of ENEL to make a claim for damages.

5.3.3.2.6. In the event that the Supplier, despite having been summoned, should not attend the Final Acceptance handover, the Certificate drawn up by ENEL shall have the same effects as if the Supplier had also signed it.

5.4. Transfer of ownership and risk.

5.4.1. The Supplier shall be liable for apparent or hidden faults, malfunctions, shortcomings, flaws or defects arising or verified during the execution of the Contract or during the Warranty Period and until the end of the period stipulated by the legislation in force, apart from any legal or other liabilities that may arise. In the event of serial defects, the Supplier must replace or repeat whatever may be necessary, without having to wait for the defect to manifest itself in all the services or supplies.

5.4.2. When tests or trials and final inspections are not required on the materials or equipment, the effective delivery by the Supplier of the materials and equipment, with the agreement of ENEL and in accordance with what is established in the Contract, involves the transmission of the ownership to ENEL as well as the risks inherent to the ownership and possession, including the risks of loss and damage, and the beginning of the Warranty Period, all without prejudice to the Supplier's remaining liability for encumbrances, hidden defects or for any other liability that may be enforceable according to the applicable legislation.

6. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

6.1. Under no circumstances may a contractual relationship be inferred between the subcontractors 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 damages caused to ENEL by any of its subcontractors, agents, advisers and workers.

6.2. ENEL shall not be liable to any subcontractor, nor to their personnel, for any claim derived directly or indirectly from the Contract, except as provided in Article 42.3 of the LISOS (Law on Infractions and Fines in the Social Order) in relation to Article 24.3 of the Law on the Prevention of Occupational Risks. 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.

6.3. For this purpose, the Supplier must obtain from the subcontractor and present to ENEL, the express and written waiver of the subcontractor to direct action regulated by Article 1597 of the Civil Code. Failure by the Supplier to obtain and submit such waiver to ENEL shall entitle ENEL to terminate the Contract due to non-compliance, without prejudice to any other legal action that may proceed.

6.4. Consequently, the Supplier shall be liable to ENEL and shall hold it harmless from and against any action, whether judicial or extra-judicial, or proceedings brought against ENEL by any subcontractor or assignee, or by their personnel, except as provided in Article 42.3 of the LISOS in relation to Article 24.3 of the Law on the Prevention of Occupational Risks. This indemnity is to be understood as independent and without prejudice to the application by the Administration or the Courts of any other penalties or liabilities for the same acts, in compliance with the legislation in force.

6.5. The aforementioned indemnity shall cover 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. Specifically, in the event of a judicial or extra-judicial claim against ENEL, either pursuant to Article 1597 of the Civil Code, or from the workers of the Supplier or its subcontractors, assignees, agents or advisers, ENEL shall be entitled to retain the corresponding amount, chargeable against any amounts owed by ENEL or charged against the guarantees provided by the Supplier that are held by ENEL, for the purpose of covering the principal claimed, plus any amounts that may be prudently budgeted for interest, expenses and costs. Non-compliance with the provisions of this section by the Supplier shall be considered as a serious non-compliance, and ENEL shall be empowered to terminate the Contract due to a non-compliance by the Supplier, without prejudice of any other legal action that could be open to ENEL.

6.6. In the cases of assignment or subcontracting, the Supplier undertakes to obtain prior express acceptance in writing from the assignee or subcontractor regarding any obligations that may derive for it before ENEL from all the contractual, legal, labour, confidentiality and safety conditions. It is essential that it presents the corresponding supporting documentation to ENEL.

6.7. 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.).

6.8. ENEL reserves the right to reject in a reasoned manner those subcontractors or assignees which, during the progress of the works, it does not deem appropriate to maintain.

6.9. The requirements and limitations of subcontracting levels shall be governed by the provisions of the Contract and Spanish legislation.

7. ASSIGNMENT OF RIGHTS AND CREDITS.

7.1. 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.

8. WARRANTY PERIOD.

8.1. 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 Certificate. If the Certificate is not signed, the year shall be calculated from ENEL's conformity to the delivery of the material, or in the absence of said conformity, 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.

8.2. 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 this entail higher costs for ENEL.

8.3. Upon expiry of the Warranty Period and after the Final Acceptance has been issued, 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.

9. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

9.1. General aspects.

9.1.1. The Supplier undertakes to comply in a correct manner and with labour, legal or conventional, and occupational health and safety regulations that are applicable to it in their full extent, in accordance with the Contract and with the applicable legislation. Compliance with this obligation on the part of the Supplier is considered essential for the successful completion of the Contract, therefore failure to comply shall constitute just cause for termination of the Contract at the request of ENEL, without prejudice to compensation for damages in favour of ENEL, as appropriate.

9.1.2. Given that ENEL may be held legally responsible, directly, jointly and severally or subsidiarily, for certain non-compliances with legislation by the Supplier:

- 1) ENEL shall verify and check the fulfilment by the Supplier of its legal obligations in this area,
- 2) The Supplier undertakes to make available to ENEL, in the manner and with the frequency that the latter determines, information and documentation that proves compliance with its legal obligations.

9.1.3. The aforementioned information and documentation shall be provided in the manner and in the media, whether physical or electronic, that ENEL deems appropriate at any moment, with priority being given to its provision via telematic means. ENEL shall endeavour to make available to the Supplier the most effective means possible so that it can comply with these obligations, either through its own or third-party systems and resources. ENEL reserves the right to entrust third-party companies with the verification and accreditation of compliance with documentary obligations in labour law-related matters, prevention of occupational risks, and complementary obligations by the Supplier. The Supplier shall be informed of all this in an adequate and detailed manner; and, were changes to be made, sufficiently in advance so that it can proceed to its fulfilment.

9.1.4. Failure by the Supplier to provide the documentation, at the time established by ENEL, may be, at the discretion of ENEL, an impediment to the execution of the Contract, in whole or in part, both at ENEL's facilities and at those of its customers. Were this to be the case, ENEL may terminate the Contract and/or require the Supplier to pay compensation for the damages caused.

9.1.5. ENEL reserves the right to carry out audits, with its own or third-party means, to verify compliance by the Supplier with labour and occupational health and safety obligations, for which ENEL could be directly, jointly and severally liable in the event of a non-compliance by the Supplier. These audits may be carried out both at the facilities of ENEL and those of the Supplier itself, and their completion shall be communicated to the Supplier at least seventy-two (72) hours in advance. ENEL may also carry out on-site inspections, at the place where the contracted activities are carried out, in order to examine the Supplier's compliance with its occupational health and safety obligations, as well as all the measures and preventions established at the business activity coordination meetings. These inspections may be carried out by ENEL, with their own or third-party means, at any time, with no other requirement than their communication in the same act to the person responsible for the work or service of the Supplier. The Supplier undertakes to collaborate pro-actively and diligently, and to facilitate the activities to be carried out by the persons designated by ENEL, as well as to make available to them all the information and documentation necessary to prove the points submitted for verification and audit.

9.1.6. The Supplier is responsible for and guarantees the authenticity of the documentation and the truthfulness and accuracy of the required information, both the initial contribution and the periodic information, as well as any information that may be requested during the course of the audits. Non-compliance with this obligation by the Supplier shall entitle ENEL to terminate the Contract and/or to demand compensation from the Supplier for damages as appropriate.

9.2. Incompatibilities.

9.2.1. The Supplier undertakes, unless there is prior and express authorisation by ENEL, not to use in the execution of the purpose of the Contract the services of current employees or those who have left the ENEL Group companies due to retirement, early retirement or any equivalent mechanism, either directly, or through an entity with which it maintains a labour, commercial or ownership relationship or through third parties.

9.2.2. Neither may any person with the status of current employee, retiree, or an employment contract terminated or suspended due to early retirement or an equivalent mechanism in relation to ENEL act as a director or majority shareholder of the Supplier, unless expressly authorised by ENEL.

9.2.3. Failure to comply with any of these obligations shall constitute just cause for ENEL to terminate the Contract and/or require the Supplier to pay compensation for any damages that may be appropriate.

9.3. Occupational Health & Safety.

9.3.1. Compliance with regulations.

9.3.1.1. The Supplier shall comply with the regulations on the prevention of occupational risks and whichever other existing legal or conventional regulations may contain requirements for the adoption of preventive measures in the workplace or are likely to produce them in that area.

9.3.2. Work organisation.

9.3.2.1. The work and safety organisation that requires the performance of works or services, and the acquisition of any materials and/or equipment, is the obligation of the Supplier, which will designate someone from its organisation, of proven skills, to be the person responsible for their direction and supervision and for coordination with the heads of other ENEL suppliers, if applicable, and in any case with ENEL personnel who have responsibility for work organisation and prevention.

9.3.3. Preventive organisation.

9.3.3.1. The Supplier shall establish the modality of preventive organisation, including preventive services, preventive resources and health care required by the legal provisions and the Technical Specifications, as agreed during the coordination of activities or deemed prudent based on the risks derived from the work, in order to avoid any workplace accidents.

9.3.4. Supplier's Personnel.

9.3.4.1. The Supplier guarantees the safety and protection of workers at their service in all aspects related to the work. To this end and under its sole responsibility, the Supplier shall adopt the necessary measures regarding risk assessment, prevention planning, training and information regarding risks, acting in the event of an emergency or serious and imminent risk, and health monitoring for the staff in its service, and any other measures that may be necessary.

9.3.5. Coordination of activities.

9.3.5.1. In the event that the Contract entails the execution of works in at the premises of ENEL or its customers, the Supplier shall draw up a Prevention Plan related to the aforementioned works. This Prevention Plan shall encompass the general and specific risks, the risk assessment, the protection measures (both collective and individual), the preventive planning of the work to be carried out and the working procedures.

9.3.5.2. When several suppliers carry out these activities simultaneously, each of them shall cooperate in the application of the regulations on Prevention of Occupational Risks, assuming their obligations and responding to their non-compliances.

9.3.5.3. ENEL shall establish the means and measures of coordination of business activities that it deems appropriate so that the Supplier receives the appropriate information and instructions in relation to the existing risks and with the corresponding protection and prevention measures, as well as to the emergency measures to be applied, so they can be passed on to their respective workers.

9.3.5.4. Likewise, the Supplier shall inform ENEL of the risks derived from the activity to be carried out that could affect its own or third-party employees or third parties, as well as the protection measures to be adopted.

9.3.5.5. When the contracted works are carried out at the premises of the ENEL customer, the Supplier shall provide documentary evidence to ENEL as to the fulfilment of the obligations that the legislation in force establishes with regard to the coordination of business activities with the ENEL customer. This requirement shall not be applicable in the event that the works by the Supplier are carried out in the private residence of the ENEL customer.

9.3.6. Particularly dangerous activities.

9.3.6.1. In the event that the execution contracted by ENEL from the Supplier entails the performance of particularly dangerous activities, with exposure of the workers to any of the risks defined in Annex I of Royal Decree 39/1997 of 17 January, approving the Regulation on Prevention Services, or where applicable in Annex II of Royal Decree 1627/1997, of 24 October, which establishes minimum safety and health provisions in construction works, ENEL may request whatsoever data from the Supplier on the monitoring of the health of its workers that may be legally required in order to ensure compliance with Occupational Risk Prevention legislation.

9.3.6.2. Accordingly, and in compliance with the provisions of Article 32 bis of the Law on Prevention of Occupational Risks, the Supplier undertakes to make available the necessary preventive resources for the monitoring of compliance with preventive activities.

9.3.7. Notification of incidents and risks.

9.3.7.1. Whenever there is an incident during its activities, even when there are no victims, the Supplier has the inescapable obligation to report immediately to the ENEL coordinator responsible for the Contract, filling out the accident declaration forms provided by ENEL or otherwise their own. In addition, the Supplier shall carry out a complementary investigation, preparing a report that shall be delivered to ENEL within a period of less than seventy-two (72) hours which reflects the original causes of the accident and the preventive measures adopted.

9.3.7.2. When ENEL opens a file to investigate the causes of an incident, the Supplier shall be obliged to provide its maximum collaboration, providing quickly and diligently whatsoever data and formalities that may be requested.

9.3.7.3. Any observation related to the Prevention of Occupational Risks made by the ENEL manager on-site or at the facility must be attended to immediately by the personnel to whom it is addressed, and when it is motivated by the non-observance of standards or requirements already established, it may give rise to a penalty against the Supplier, which shall be proportional to the seriousness of the fault committed. All this without prejudice to the actions that the Supplier, in the exercise of its disciplinary power, may adopt in relation to its own employees, and to the penalties or liabilities that for the same acts may be applied by the Administration or by the Courts in application of the legislation in force.

9.3.7.4. With a view to the permanent improvement of work and safety conditions, the personnel of the Supplier participating in the contracted work must provide their superiors with the suggestions that they deem appropriate. Said suggestions shall be sent, using the communication procedure established in each case, to the ENEL coordinator for the Contract. Actions to be taken as a consequence of this information shall be decided by the coordinator from the Supplier and, if necessary, they will be subject to the approval of the ENEL coordinator for the Contract.

9.3.8. Training.

9.3.8.1. The Supplier guarantees and, where appropriate, accredits the adequate theoretical-practical training on the risks inherent to the activity to be carried out and the training of its personnel in Prevention and First Aid matters, giving an account of the actions carried out in this regard to the ENEL coordinator for the Contract.

9.4. **Information and labour law-related and health and safety documentation that the SUPPLIER must provide to ENEL.**

ENEL shall request from the Supplier the information and documentation it deems necessary to verify the correct fulfilment by the latter of those legal obligations from which certain liability for ENEL could derive. The list of documents that ENEL shall require in general and which is detailed below is not exhaustive and may be modified by ENEL in the event of legislative changes or changes in the policies of ENEL on this matter, the only requirement being that it must be communicated to the Supplier one (1) month in advance of its coming into effect.

ENEL, taking into account the type of activity or risk associated with the work or service covered in the Contract, may agree that the documentation to be provided by the Supplier does not need to be all that is detailed in this section or may focus on specific aspects.

On the contrary, in certain cases in which the type of service provided by the Supplier may be considered more dangerous or when specific legislation exists, ENEL may ask the Supplier to provide additional documentation to that provided for in the following subsections.

When the Supplier has recently provided certain documentation or information in another tender or for another contract in force with ENEL, and that documentation is in force and meets the requirements of the new tender or Contract, it shall not be necessary to provide it again, although the Supplier must indicate the reference of the tender or Contract for which it has previously provided it.

Non-compliance by the Supplier with its obligation to deliver in form and term the documentation that is regulated in this clause 9 shall constitute just cause for termination of the Contract at the request of ENEL, without prejudice of the compensation of damages in favour of ENEL that may be applicable.

9.4.1. **Of a general nature.¹**

A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:

1. Authorisation by the Supplier for ENEL to obtain the certificate accrediting that it is up-to-date in the payment of Social Security contributions, issued by the Social Security Revenue Office (Article 42 of the Workers' Statute), for a minimum period equivalent to the duration of the Contract.
2. Liability insurance and damages to third parties with the coverage established by ENEL, and receipt accrediting payment of the corresponding premium.
3. Certification of the Spanish Tax Agency that accredits that the Supplier is up-to-date in the payment of taxes (Article 43, 1, f) of the General Taxation Law).
4. Designation of the interlocutor of the Supplier with ENEL.

B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:

1. List of workers assigned to the execution of the Contract, with indication for each of them of their: given name and surname, Spanish Tax ID number, Social Security membership number, place/work centre in which services will be provided, professional category or job position, if applicable, if the worker will be subject to particularly dangerous risks. This document shall be updated each time a worker assigned to the execution of the Contract is hired or dismissed.
2. Authorisation of the Supplier to ENEL before the Social Security Revenue Office for the verification of the membership or registration in the Social Security of each of the workers that the contractor hires to carry out the works or services corresponding to the activity of ENEL or which provide services on a continuous basis at the ENEL facilities, for a minimum period equivalent to the duration of the Contract.
3. ITA report (a report issued by the Social Security Revenue Office on workers who are registered with a contribution code). Whenever, after the start of the execution of the Contract, new employees are hired (whether or not they are hired for the first time), the Supplier shall provide a new duly updated ITA Registered Workers Report. In the case of new hires, it may submit, alternatively to the ITA Report and at the Supplier's discretion, a document accrediting the registration of each worker in the General Social Security Scheme, the TA-2 form.

The aforementioned documents shall be updated each time a worker assigned to the execution of the Contract is hired or dismissed.

4. Specific Prevention Plan for the contracted work or service that includes, at least: general and specific risks, evaluation of occupational risks, collective and individual protection measures, preventive planning of work to be performed, work procedures and designation of the Prevention Manager by the Supplier. Additionally this document shall include, when appropriate, the designation of: Prevention Officer(s), authorised worker(s), scaffolding supervisor, coordinator of mechanical cargo handling operations, cargo handling operations manager and life line supervisor. It shall also include authorisation for the use of work equipment (machinery and equipment) and any other designations that must be made by the Supplier due to legal requirements or because they have been defined in the specific conditions of the Contract.

Under no circumstances may the execution of the Contract be initiated without the business activities coordination meeting having been held beforehand between ENEL and the Supplier (Article 24 of the Law on Prevention of Occupational Risks). The minutes thereof must have been signed by the representatives of both companies.

¹ This also applies to self-employed workers with workers under their care

5. Sworn statement by the Supplier in which it declares and guarantees:
- that it has in its possession medical aptitude certification in force for the specific work to be carried out by all the workers assigned to the execution of the Contract,
 - that it has in its possession the acknowledgement of all the workers assigned to the execution of the Contract that they have received information about the occupational risks of the ENEL facility in which they are going to carry out the activity, as well as the prevention risks and measures inherent to their job,
 - that all the workers assigned to the execution of the Contract have the specific theoretical and practical training for the job they are going to perform and that they are in possession of individual certifications accrediting this fact, with the validity determined by each circumstance from the legislation and updatable at least every three (3) years,
 - that it has in its possession acknowledgement of all the workers assigned to the execution of the Contract accrediting that they have received the corresponding PPE (personal protective equipment) according to the provisions of the specific Prevention Plan,
 - that all workers assigned to the execution of the Contract have received the required training in occupational risk prevention in accordance with the requirements of Article 19 of the Law on Prevention of Occupational Risks and Royal Decree 39/1997, of 17 January, and that they are in possession of individual certifications accrediting this fact,
 - that the work equipment and collective protection equipment that shall be used in the execution of the Contract comply with the minimum health and safety regulations for their use in accordance with the provisions of Royal Decree 1215/1997, of 18 July, or that they have the corresponding CE mark conformity declaration.

The Supplier has the obligation to have duly filed, in the personal file of each of its workers, the supporting documentation of all the points made through a sworn statement; this may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

C. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:

1. Quarterly, a sworn statement of being up to date with the payment of salary obligations for all workers assigned to the execution of the Contract. The Supplier guarantees compliance with this obligation, and that it has documentation accrediting this fact; this may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.
2. Quarterly, Social Security contribution bulletin, TC1 form, payment of contributions of all the workers assigned to the execution of the Contract; also proof of payment.
3. Quarterly, Social Security contribution bulletin, TC2 form, nominal list of workers.
4. Annually, Certification from the Spanish Tax Agency that accredits that the Supplier is up-to-date in the payment of taxes (Article 43, 1, f) of the General Taxation Law).
5. According to the frequency of the obligation to pay the premium, a receipt accrediting being up-to-date in the payment of Third Party Liability and Damage Insurance.

9.4.2. Self-employed workers without workers in their charge.

A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:

1. Document accrediting payment of the monthly quota for the Special Social Security Scheme for Autonomous Workers for the month immediately prior to the presentation of their bid. Alternatively, when appropriate, document accrediting registration in the Special Social Security Scheme for Autonomous Workers in the month in which the bid is presented.
2. Liability insurance and damages to third parties with the coverage established by ENEL, and receipt accrediting payment of the corresponding premium.

B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:

The Supplier is obliged to have duly filed the documentation accrediting all the manifested points, which may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

C. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:

1. According to the frequency of the obligation to pay the premium, a receipt accrediting being up-to-date in the payment of Third Party Liability and Damage Insurance.

9.4.3. **Foreign workers.**

9.4.3.1. In the event that all workers assigned to the execution of the Contract are foreigners:

- A. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE SIGNING THE CONTRACT:
1. Liability insurance and damages to third parties with the coverage established by ENEL, and receipt accrediting payment of the corresponding premium.
 2. Designation of the interlocutor of the Supplier with ENEL
- B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER BEFORE THE START OF THE EXECUTION OF THE CONTRACT:
1. In the case of workers who perform their activity for Suppliers located in countries of the European Union, the European Economic Area or Switzerland:
 - a. Document accrediting registration in the Social Security of the country of origin and payment of contributions, A1 form.
 - b. European healthcare card or equivalent, according to the legislation of the country of origin.
 2. In the case of workers who perform their activity for Suppliers located in countries outside the European Union, the European Economic Area or Switzerland:
 - a. Certificate of residence and work permit for workers who do not belong to the European Union.
 - b. Healthcare document for assistance to displaced foreign workers, in the event of accident or illness (medical insurance or similar).
 3. Likewise, the Supplier shall submit the following documents with the corresponding scope and content:
 - Nominal list of workers assigned to the execution of the Contract, indicating for each of them their: given name and surname, Spanish Tax ID number, Social Security membership number of the country of origin or equivalent, place/work centre at which services will be provided, professional category or job position, if applicable, if the worker will be subject to particularly dangerous risks. This document shall be updated each time a worker assigned to the execution of the Contract is hired or dismissed.
 - Specific Prevention Plan for the contracted work or service that includes, at least: general and specific risks, evaluation of occupational risks, collective and individual protection measures, preventive planning of work to be performed, work procedures and designation of the Prevention Manager by the Supplier. Additionally this document shall include, when appropriate, the designation of: Prevention Officer(s), authorised worker(s), scaffolding supervisor, coordinator of mechanical cargo handling operations, cargo handling operations manager and life line supervisor. It shall also include authorisation for the use of work equipment (machinery and equipment) and any other designations that must be made by the Supplier due to legal requirements or because they have been defined in the specific conditions of the Contract.

Under no circumstances may the execution of the Contract be initiated without the business activities coordination meeting having been held beforehand between ENEL and the Supplier (Article 24 of the Law on Prevention of Occupational Risks). The minutes thereof must have been signed by the representatives of both companies.

4. Sworn statement by the Supplier in which it declares and guarantees:
 - that it has in its possession medical aptitude certification in force for the specific work to be carried out by all the workers assigned to the execution of the Contract,
 - that it has in its possession acknowledgement by all the workers assigned to the execution of the Contract that they have received information about the occupational risks of the ENEL facility in which they are going to carry out their activity; as well as the risks and prevention measures inherent to their work position,
 - that all the workers assigned to the execution of the Contract have the specific theoretical and practical training for the job they are going to perform and that they are in possession of individual certifications accrediting this fact, with the validity determined by each circumstance from the legislation and updatable at least every three (3) years,
 - that it has in its possession acknowledgement of all the workers assigned to the execution of the Contract accrediting that they have received the corresponding PPE (personal protective equipment) according to the provisions of the specific Prevention Plan,
 - that all workers assigned to the execution of the Contract have received the required training in occupational risk prevention in accordance with the requirements of Article 19 of the Law on Prevention of Occupational Risks and Royal Decree 39/1997, of 17 January, and that they are in possession of individual certifications accrediting them,
 - that the work equipment and collective protection equipment that shall be used in the execution of the Contract comply with the minimum health and safety regulations for their use in accordance with the provisions of Royal Decree 1215/1997, of 18 July, or that they have the corresponding CE mark conformity declaration.

The Supplier has the obligation to have duly filed, in the personal file of each of its workers, the supporting documentation of all the points made through the sworn statement, which may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

- B. DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER DURING THE EXECUTION OF THE CONTRACT:
1. Quarterly, a sworn statement of being up to date with the payment of salary obligations for all workers assigned to the execution of the Contract. The Supplier guarantees compliance with this obligation, as well as having the documentation accrediting this fact, which may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.
 2. According to the frequency of the obligation to pay the premium, a receipt accrediting being up-to-date in the payment of Third Party Liability and Damage Insurance.

In the event that the Supplier jointly ascribes national and foreign workers to the execution of the Contract, the Supplier shall provide all the documentation detailed in subsection 9.4.1, "In general terms," while in relation to the foreign workers, the provisions of the foregoing subsection 9.4.3.1 shall apply.

9.4.4. Construction Works.

9.4.4.1. Construction work means any public or private work in which construction or civil engineering work is carried out, a non-exhaustive list of which is included in Annex 1 of Royal Decree 1627/1997, of 24 October, which establishes minimum health and safety provisions applied at construction sites. In the case of construction work Contracts, the Supplier shall provide before the start of the activity, in addition to the pertinent documentation as per the provisions of this section 9.4, the following documentation:

- A. CONSTRUCTION WORKS IN WHICH ENEL ASSUMES THE FIGURE OF PROMOTER:
1. Subcontracting Register, enabled by the Labour Authority, if part of the work is subcontracted.
 2. Registration in the Register of Accredited Companies dependent on the Labour Authority.
 3. Document accrediting the approval of the Specific Prevention Plan by the Occupational Health and Safety Coordinator at the Worksite or the Project Manager, in the cases of construction works without a project; and the Occupational Health and Safety Plan, in the case of construction works with a project.
 4. Document accrediting the adherence to the Specific Prevention Plan by the subcontractors, in the event that the Contractor should subcontract part of the works covered in the Contract.
- B. CONSTRUCTION WORKS IN WHICH ENEL ASSUMES THE FIGURE OF CONTRACTOR:
1. Appointment of the Construction Manager.
 2. Subcontracting Register, enabled by the Labour Authority.
 3. Registration in the Register of Accredited Companies dependent on the Labour Authority.
 4. Document accrediting the adherence to the Specific Health and Safety Plan by the subcontractors, in the event that the Contractor should subcontract part of the works covered in the Contract.

9.4.5. Mining.

9.4.5.1. Without limitation, mining activities are understood to be those included in the General Regulation on Basic Mining Safety Standards: blasting and stripping services, loading and transport of materials, maintenance of machinery and mining facilities and mining restoration works.

9.4.5.2. In the case of mining activities included in the General Regulation on Basic Mining Safety Standards, the Supplier shall contribute, in addition to the pertinent documentation as per the provisions of this section 9.4, the following documentation:

- A. ADDITIONAL DOCUMENTATION TO BE PROVIDED BY THE SUPPLIER AFTER SIGNING THE CONTRACT AND PRIOR TO THE START OF THE EXECUTION OF THE CONTRACTED WORK OR SERVICE:
1. Appointment of the Project Manager. The scope of such optional management shall be regulated by ITC 02.0.01 of the General Regulation on Basic Mining Safety Standards and the need, or lack thereof, of such designation by the Supplier will be specified in the Technical Specifications of the Contract.
 2. Internal Safety Provisions for the execution of the Contract. When applicable, the need to present the Internal Safety Provisions by the Supplier shall be specified in the Technical Specifications of the Contract.
 3. Sworn statement by the Supplier through which it states and guarantees:
 - that it has in its possession Certification of aptitude of the workers for the handling of machinery, issued by the Mines Authority of the corresponding Autonomous Region.
 - in the event of it not having said certificates because the workers are undergoing training, the sworn statement shall certify that the training period has begun and that the regulatory documentation has been provided to the Mines Authority.
 - that it has in its possession, in relation to the workers assigned to the execution of the Contract, Certification of Preventive Training for the performance of the work position as provided by the General Regulation on Basic Mining Safety Standards (ITC 02.1.02), if the activities that feature in the aforementioned ITC are going to be carried out on a regular basis.
 - that the machinery used in the execution of the Contract is duly registered in the Industrial Registry of the Mines Authority of the corresponding Autonomous Region.

The statements of the sworn statement shall be updated once the Contract has been executed and for the duration of the Contract, as many times as is appropriate based on the validity period of the Certifications to which it refers. The Supplier must guarantee that it has duly filed, in the personal file of each of its workers, the supporting documentation of all the points made through the sworn statement; which may be subject to checking and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours

9.5. Information and additional documentation that the Supplier must provide to ENEL.

9.5.1. ENEL needs to have certain information about the activity of the Supplier and the circumstances of its execution, in some cases with a merely informative and statistical scope, in order to respond to information requirements derived, in some cases, from its participation in certain indices and rankings relating to Sustainability and Corporate Responsibility; and in other cases, derived from legal requirements that are incumbent on ENEL as the main employer before the Administration or the legal representatives of the ENEL workers. Including, but not limited to, the following:

- a. number of work hours worked by the employees of the Supplier and those of their subcontractors in the Contracts (total, by Contract, by work centre and by employee);
- b. number of workers of the Supplier and its subcontractors classified by gender (men/women) who perform their activity in the Contracts;
- c. days worked by the personnel of the Supplier and its subcontractors (estimate of the full-time equivalent of the days worked, FTE) involved in Contracts that include in their object: 1) construction activities; 2) operation; and 3) maintenance.

9.5.2. The Supplier has the obligation to provide, in a diligent and truthful manner, the information required for these purposes in the manner and frequency that ENEL determines. ENEL, for its part, undertakes to require the Supplier to provide only the information that is definitely necessary for the purposes set out in the first paragraph of this subsection, as well as to collect it in a format and using the means which are least costly for the Supplier.

9.5.3. Additionally, after signing the Contract and prior to the execution of the Contract, ENEL may request that the Supplier provides a sworn statement that states and guarantees that all the workers assigned to the execution of the Contract have received training in environmental matters, have been informed of the environmental requirements applicable in ENEL and have accepted its environmental policy; and that it has supporting documentation in its possession for all of this.

9.5.4. The Supplier has the obligation to have duly filed, in the personal file of each of its workers, the supporting documentation of all the points made through this sworn statement, which may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

9.6. Subcontracting circumstances.

9.6.1. Authorisation for subcontracting.

This is an essential requirement for the Supplier to be able to subcontract the execution of the Contract, the prior express and written authorisation by ENEL. Without this authorisation the subcontractor shall not be able to start its activity under any circumstances.

9.6.2. Labour law-related and health and safety information and documentation to be provided in the case of subcontracting.

In the case of subcontracting, the contribution by the subcontractor to the Supplier of identical information and documentation is mandatory for each of the different cases (national employees, self-employed workers and foreign workers), with the same scope and content as in the case of the contribution of information by the Supplier to ENEL regulated in this section. The Supplier is responsible for transferring the information and documentation regarding the subcontractors to ENEL.

In the event that the purpose of the Contract does not have the legal status of “own ENEL activity”, the Supplier may substitute the contribution of the information and documentation required with reference to the subcontractor by a sworn statement. The specification of what is not considered “own ENEL activity” shall be established by ENEL in each case.

The Supplier has the obligation to have duly filed, in the personal file of each of the workers, the supporting documentation of all the points made through the sworn statement; this may be subject to examination and verification by ENEL at any time. Also, if required to do so, the Supplier must make the aforementioned documentation available to ENEL within a maximum period of forty-eight (48) hours.

9.7. Special circumstances.

9.7.1. In the circumstances in which, even where works contracts or the rendering of services are not involved, work is carried out by workers of the Suppliers and subcontractors at facilities or properties belonging to ENEL or its customers, these workers carry out a certain type of interaction with managers and workers of ENEL or its customers and there is exposure by workers of the Suppliers and subcontractors to occupational risks inherent in the facilities of ENEL or its customers, the following measures shall be adopted:

- 1) Contracts of strict supply, understood as those involving mere delivery to ENEL of goods or materials by the Supplier or subcontractors. ENEL shall inform whoever makes the delivery of the existing risks in the delivery area and the existing emergency measures.

- 2) Contracts for maintenance, revision or repair of machine tools, work equipment or facilities whose property or right of use corresponds to ENEL, to be performed by the Supplier or subcontractors. ENEL shall inform them, prior to the start of the work, of the occupational risks arising from the activity in the work area, the established prevention measures and emergency measures.
- 3) Delivery or supply of goods or materials to ENEL facilities (not derived from a contract or provision of services arranged by ENEL) performed by employees of a third-party company that requires the use of mechanical means for assembly, installation or handling. ENEL shall inform them, prior to the start of the work, of the occupational risks arising from the activity in the work area, the established prevention measures and emergency measures. In addition, ENEL and the Manager from the Supplier shall hold a business activity coordination meeting, which shall be documented in a timely manner, in which the Supplier shall be informed of the risks that could arise from its activity and appropriate measures shall be taken to coordinate business activities in order to avoid occupational risks.
- 4) Contracts for the collection or removal of machinery, scrap or any other type of goods, materials, products or waste made in ENEL facilities by employees of third-party purchasing companies as a result of the sale of the same by ENEL.
- 5) In all the special cases regulated in this section 9.7, the Supplier and its employees shall take into account the existence of the risks and measures reported by ENEL, adopt the appropriate preventive measures and comply with the directions and instructions that ENEL has given to them in preventive matters.

9.8. Temporary employment agencies.

9.8.1. When the contracting of the works is carried out via a Temporary Employment Agency (an "ETT" from the initials in Spanish), the link with the ETT must be formalised in writing through the official form of what is known as the "Manpower Supply Contract".

- Documentation that the Supplier must provide:

It must provide, along with the documentation collected in point 9.4.1, that which is detailed below:

1. Certificate issued by the Provincial Directorate of Labour and Social Security, accrediting the administrative authorisation granted to the ETT to make available to ENEL, on a temporary basis, workers hired by the ETT.
2. Certificate issued by the Provincial Directorate of Labour and Social Security, accrediting the financial guarantee required by Law 14/1994 for temporary employment agencies.

9.9. Special provisions on occupational health and safety matters for materials and equipment.

9.9.1. Safety conditions.

1. The Supplier is obliged to comply with the provisions of Article 41 of the Law on Prevention of Occupational Risks related to the safety conditions of the machinery, equipment, products and supplies supplied to ENEL.
2. The Supplier shall ensure that the machinery, equipment and work tools supplied to ENEL do not constitute a source of risk to the worker, provided that they are installed and used in the recommended conditions, form and for the recommended purposes.
3. The Supplier shall provide ENEL with the information that indicates that the workers are using it correctly, the additional preventive measures that must be taken and the labour-related risks involved in the materials and equipment supplied, both in its normal use, as well as in its improper handling or use.

9.9.2. Acquisition of machinery.

1. In the event of acquisition of machinery, the Supplier shall guarantee to ENEL its compliance with the requirements that affect the same, contained in Directive 2006/42/EC on the approximation of the Member States on machinery.
2. The Instructions Manual for the use of the machinery or equipment provided by the Supplier to ENEL contains all the specifications that Royal Decree 1435/1992, of 27 November, establishes as necessary and in particular, the instructions so that they can be used with an admissible level of risk: the commissioning, use, handling, installation, assembly, dismantling, adjustment, maintenance (conservation and repair), training instructions and contraindications for the use of the equipment.

9.9.3. Acquisition of chemical products and substances.

1. The Supplier is obliged to supply ENEL with properly packaged and labelled products and chemical substances, in such a way that they can be stored and handled in conditions of safety and that the content and risks for the health and safety of the workers entailed by their storage or use is clearly identified. The products and substances must be accompanied by the corresponding safety sheet prepared in accordance with legislation in force and including the uses that ENEL foresees for these products and substances.
2. When the Supplier supplies ENEL with chemical products that may present, according to their characteristics of composition and use, risks for the workers, and in any case if said products are regulated as toxic, noxious, flammable, explosive, corrosive, carcinogenic, radioactive, etc., the Supplier shall inform ENEL of the risks associated with their use and application, as well as preventive measures for their elimination or control.
3. When these materials are considered dangerous, in accordance with the legislation in force, the Supplier shall inform ENEL of the name of its Safety Adviser, in order to coordinate activities designed to protect the health and safety of people.

4. The Supplier is obliged to inform ENEL, in the event of acquisition of material that contains metallic powders, organic dust, asbestos, silica or other substances that may cause risks of special danger to workers or facilities.
5. The Supplier guarantees to ENEL its compliance with Royal Decree 664/1997, of 12 May, on the protection of workers against risks related to exposure to biological agents during work, when providing preparations or substances that may entail such risks.
6. The Supplier guarantees to ENEL its compliance with Royal Decree 665/1997, of 12 May, on the protection of workers against risks related to exposure to carcinogens during work, in the event that it supplies ENEL with substances or preparations classified as carcinogenic agents or that it must apply at ENEL the processes detailed in said Royal Decree, by virtue of the acquisition of materials and/or equipment to be used.

9.9.4. Acquisition of facilities, appliances and instruments.

9.9.4.1. When the Supplier provides ENEL with facilities, appliances and instruments, it guarantees that they are in accordance with Industrial and Occupational Risk Prevention legislation and shall inform ENEL of the risks associated with their use and application, as well as the preventive measures for their elimination or control.

9.9.4.2. In the event of acquisition of Personal Protective Equipment (PPE) and Collective Protective Equipment, the Supplier guarantees to ENEL the effectiveness thereof, provided that they are installed and used in the recommended conditions and manner. The Supplier shall inform ENEL of the type of risks to which these are addressed, the level of protection against such risks and the correct way to use and maintain them, and, in general, of all the specific obligations in Royal Decree 773/1997 on minimum health and safety provisions related to the use of personal protective equipment by workers.

9.9.5. Other special provisions.

9.9.5.1. ENEL may require the Supplier, depending on the characteristics of the purpose of the Contract, the organisation and preventive approaches (Plans, Rules, Safety Procedures, etc.) and the coordination measures that are legally required or that it deems appropriate to guarantee safety in all phases of the delivery of materials and equipment.

As a consequence of the above, ENEL may require the Supplier to comply with other specific provisions for the Prevention of Occupational Risks, which complement, replace or optimise the above requirements.

A. Transport of dangerous goods.

When the Supplier, in execution of the Contract, must transport materials that are considered dangerous, according to the legislation in force, it must communicate to ENEL the identity of its Security Adviser, in order to coordinate the activities aimed at protecting the health and safety of people.

B. Repairs of equipment owned by ENEL.

The Supplier undertakes to carry out the repair of the equipment complying with the safety requirements contained in the repair and maintenance manuals of the equipment that ENEL will be providing.

9.10. **non-compliances, penalties and responsibilities.**

9.10.1. General aspects.

9.10.1.1. Whenever ENEL should notice that the Supplier is not complying with the legally established or ordered Occupational Risk Prevention measures, the ENEL Manager shall notify the immediate stoppage of the work. The Supplier shall perform at its cost whatsoever actions are necessary to safeguard the safety of people and objects. Likewise, the appropriate ENEL supervisor for each case shall set an adequate deadline for their correction.

9.10.1.2. If the Supplier does not make the necessary modifications within the established period, ENEL may remedy this non-compliance, on behalf of the Supplier, without this action deriving any liability for ENEL. The correction of situations whose level of risk entails an imminent danger in the opinion of ENEL must be carried out immediately.

9.10.1.3. In the event that the acts described in the preceding paragraphs should cause delays in the execution of the Contract, the Supplier shall take the necessary measures to make up for the delay produced, without having the right to an extension in the agreed execution terms.

9.10.1.4. ENEL may require the Supplier to adopt whatever measures are necessary to avoid a recurring non-compliance with the Safety Regulations and Requirements by the Supplier.

9.10.1.5. Within the framework of "ZERO Tolerance" with work accidents, if arising from the investigation of an accident, incident or serious non-compliance detected in Occupational Health and Safety inspections or during work reviews, ENEL were to verify that the Supplier's employees were not complying with the work procedures or the Occupational Health and Safety instructions issued by ENEL to the Supplier and that, in addition, their behaviour was particularly negligent or serious, ENEL shall require the Supplier to exercise its business powers and employer's powers, to no longer assign these workers to the execution of the Contract and to dismiss them. Consequently, and in order to avoid malpractice in terms of occupational risk prevention, ENEL shall not allow these workers to access its work centres and/or facilities.

9.10.1.6. As another measure of occupational prevention and safety, the Supplier must disseminate among its workers ENEL's "Stop Work Policy" (which can be accessed through www.enel.com - Supplier/Occupational Health and Safety Area) and they must use it in any situations of serious and imminent risk. Likewise, the Supplier knows and assumes that it is the obligation of all its workers to report any accident, incident or risk situation immediately, which obligation must be disseminated among its personnel for the appropriate purposes.

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

9.11.1. Without prejudice to the right to terminate the Contract, and without prejudice to a claim for damages, in relation to any non-compliance by the Supplier relating to health and safety protection in the workplace, ENEL shall be entitled, at its discretion, to impose the penalties detailed below, following reliable notification to the Supplier:

- a. €1,500 (one thousand, five hundred Euros) 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. €3,000 (three thousand Euros) 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.

If the non-compliances mentioned in sections a) and b) should 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 case, not less than €3,000 (three thousand Euros). The application of these penalties by ENEL is not compensatory in nature and, in addition, must be understood as independent and without prejudice to the application by the Administration or the Courts of other penalties for the same acts, in compliance with the legislation in force. If the amount of the penalties applied to a Supplier, regulated in this subsection, should exceed 5% of the value of the Contract, ENEL shall have the right to terminate the Contract with immediate effect and to claim any damages that may arise.

10. INSURANCE

10.1. The Supplier assumes all responsibility for any injuries or damages caused to persons or properties in the implementation - directly or through subcontractors, or agents - of the purpose of the Contract, and undertakes to take out suitable insurance policies during the term of the Contract on its own account, in proper correlation with the risk, from insurance companies which have a stable financial situation and are of recognised prestige, to cover the following:

- a) losses or damages that could be caused to materials and equipment affected by the execution of the Contract, during their manufacture, processing, loading and transport, up to the time and place of delivery to ENEL, with all the liability on the part of the Supplier for any damage caused to said materials or equipment. This obligation is also assumed by the Supplier in relation to the materials and equipment provided by ENEL for the execution of the Contract, from the moment they are made available to the Supplier or its subcontractors or agents, until they are returned to ENEL.
- b) civil liability for losses or damages that the personnel of the Supplier or that of its subcontractors could cause to the personnel or the properties of ENEL and to third parties, derived from the development of the execution of the Contract. In all circumstances, ENEL shall not be responsible for causes attributable to the Supplier.
- c) civil liability with adequate limits on compensation in relation to risks, to cover claims for damage to property, personnel and for financial damages that may be caused to ENEL or third parties arising from defects or malfunction of materials or equipment attributable to the Supplier.

The Supplier shall be responsible for the environmental damage or the imminent possibility that such damage may occur, as well as for costs related to prevention, reduction and repair, in accordance with the conditions stipulated in the legislation in force.

If the Contract should contemplate the storage of materials by the Supplier at the facilities of ENEL, ENEL may require, and the Supplier shall be obliged to take out, in addition to the aforementioned insurance policies, coverage for theft and other damages that may be caused to the stored materials, throughout the entire term of the Contract.

10.2. The policies mentioned in the previous section must include a provision that obliges the insurance company to pay ENEL directly. The limits of the insurance policy must cover harmful incidents that are the object of the claims received within the term of execution of the Contract and after the Warranty Period. The insurance policy shall encompass the totality of the insured party's waiver of any claim against ENEL without exception.

The existence, validity and effectiveness of the insurance policies mentioned in this clause is a fundamental condition for ENEL and, therefore, if the Supplier is not able to prove at all times that it has an insurance policy in force as established, ENEL may terminate the Contract, without prejudice to the Supplier's obligation to compensate for the damages suffered by ENEL. If ENEL believes that the insurance coverage of the Supplier is not sufficient to cover the risk exposure, both the delivery of materials or equipment and the performance of the work or service covered by the Contract, the Supplier undertakes to immediately review and modify the insurance coverage in accordance with the requirements of the Contract and these General Terms and Conditions and in accordance with the conditions of the insurance market.

11. PERSONAL DATA PROCESSING.

11.1. Purpose of the data processing.

This clause regulates the terms and conditions under which the Supplier (hereinafter, "Data Processor"), shall process on behalf of ENEL (hereinafter, "Data Controller") all the personal data necessary for the execution of the Contract. The Contract shall detail what the processing shall actually consist of, specifying the processing operations that will be carried out (collection, structuring, storage, querying, etc.). The Contract shall also identify the information that the Data Controller provides to the Data Processor, necessary for the execution of the Contract.

11.2. Obligations of the Data Processor

The Data Processor and all its personnel undertake to:

- a) Use the personal data only for the purpose of the Contract. Under no circumstances may the Data Processor use the data for other purposes that have not been expressly authorised by the Data Controller.

- b) Ensure that the people in charge of the processing do so in accordance with the instructions of the Data Controller. If the Data Processor should consider that any of these instructions is in non-compliance with the provisions of European Regulation 2016/679/EU, of 27 April 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (hereinafter, "GDPR") or the regulations on data protection of any of the Member States of the European Union, the Data Processor shall immediately inform the Data Controller.
- c) Keep a record, in writing, of all categories of processing activities carried out on behalf of the Data Controller, which contains:
 - a. The name and contact information of the Data Processor and of the Data Controller on behalf of which the Data Processor acts and, where appropriate, the representative of the Data Controller or of the Data Processor and of the Data Protection Officer (or "DPO").
 - b. The categories of processing activities carried out on behalf of the Data Controller.
 - c. Where appropriate, the transfer of personal data to a third country or international organisation, including the identification of said third country or international organisation and, in the case of the transfers indicated in Article 49 section 1, paragraph 2 of the GDPR, the documentation of adequate guarantees.
 - d. A general description of the technical and organisational security measures mentioned in Article 32 of the GDPR.
- d) Not to communicate data to third parties unless expressly authorised by the Data Controller and in legally admissible circumstances. The Data Processor may give access to the data to other Data Processors following the instructions of the Data Controller. In this case the Data Controller shall identify, in advance and in writing, the data that can be accessed and the applicable security measures.
- e) Not to subcontract to any third parties (hereinafter, "Data Sub-Processors"), without the prior written authorisation of the Data Controller. If it is necessary for the Data Processor to outsource certain services to third parties that are within the scope of this Contract, the Data Processor must previously communicate this fact in writing to the Data Controller, indicating the services and treatments that are intended to be subcontracted and identifying clearly and unequivocally the subcontractor company and its contact details. The Data Sub-Processor, who shall also have the status of Data Processor, is also obliged to comply with the obligations established in this clause for the Data Processor and the instructions issued by the Data Controller. It is the responsibility of the initial Data Processor to regulate the new relationship so that the new Data Processor is subject to the same terms and conditions (instructions, obligations, security measures, etc.) and with the same formal requirements as they are, in relation to the appropriate processing of personal data and guaranteeing the rights of the people affected. In the case of a non-compliance on the part of the Data Sub-Processor, the initial Data Processor shall answer to the Data Controller with regard to compliance with the obligations. The Data Processor declares that the Data Sub-Processors shall process the personal data within the European Area or in countries with an adequate level of protection, by virtue of the provisions of the Commission's decision that is applicable on the date of signature of the Contract. In case the level of protection is not adequate, the Data Processor and the Data Sub-Processor shall undertake to sign the Standard Contractual Clauses that, on the date of signature of the Contract, have been adopted by the European Commission. In the event that the Data Processor has sufficient reasons to appoint several Data Sub-Processors, other than those listed in the list attached to this document, the list must be updated and communicated to the Data Controller in advance (Annex 1).
- f) Provide the Data Controller, on an annual basis, a list of the places where the personal data that are the object of the processing under the Contract are being processed and stored.
- g) Maintain the duty of secrecy with respect to the personal data to which it has had access under the Contract, even after the end of its execution.
- h) Guarantee that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must have been informed accordingly.
- i) Maintain the documentation at the disposal of the Data Controller accrediting compliance with the obligation established in the previous section.
- j) Guarantee the necessary training in terms of the protection of personal data of the persons authorised to process personal data.
- k) Help the Data Controller to respond to the exercise of the rights of: (i) access, rectification, deletion and opposition, (ii) limitation of processing, (iii) data portability, (iv) not to be subject to individualised automated decisions (including profiling). For these purposes, when Data Subjects exercise said rights before the Data Processor, the latter must notify this fact by email to the email address ENDESAprtecciondedatospersonales@enel.com. The communication must be made immediately and under no circumstances later than the working day following the reception of the request, together with, where appropriate, any other information that may be relevant to resolve the request.
- l) The Data Processor, at the time the data is collected, must provide information regarding the data processing that will be performed. The wording and the format in which the information will be provided must be agreed with the Data Controller before the data collection begins.

- m) Notification of security non-compliances. The Data Processor shall notify the Data Controller, without undue delay, and in any case within a maximum period of 48 hours, of any security non-compliances concerning data for which they are responsible and of which they are aware, together with all the relevant information for the documentation and communication of the incident. The communication shall contain, at least, the following information:
 - a. A description of the nature of the personal data security non-compliance, including, whenever possible, the categories and the approximate number of Data Subjects affected, and the categories and the approximate number of personal information records affected.
 - b. Name and contact information of the Data Protection Officer or other contact person from whom more information can be obtained.
 - c. Description of the possible consequences of the personal data security non-compliance.
 - d. A description of the measures adopted or proposed to remedy the personal data security non-compliance, including, if applicable, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide the information simultaneously, it shall be provided gradually and without undue delay.

- n) Provide support to the Data Controller in the performance of impact assessments related to data protection, when appropriate.
- o) Provided that the Data Controller considers it appropriate, place at its disposal all the necessary information to comply with the obligations of prior consultation envisaged in Article 36 of the GDPR, taking into account the nature of the processing activity and information available to the Data Controller.
- p) Allow the Data Controller to carry out periodic controls or inspections in order to verify compliance with the obligations set forth in this Contract, and the performance of audits or inspections carried out by the Data Controller or, where applicable, by another auditor authorised by it.
- q) Implement and comply with the necessary security measures in accordance with the provisions of Article 32 of the GDPR, and all other preventive measures resulting from experience and recognised as best practices, which are considered appropriate to avoid illegal or prohibited data processing, or any processing that is not in accordance with the previously defined purpose. The Data Processor shall guarantee, in an effective way, an adequate level of cooperation to apply these security measures, to notify any data non-compliances without undue delay, to carry out the impact assessments, in order to guarantee the confidentiality and security of the data and minimise the risks of destruction or accidental loss.
- r) Designate a Data Protection Officer, in accordance with the provisions of Article 37 of the GDPR, as well as in those cases when the Data Controller requests such an Officer due to processing that generates a high risk for the fundamental rights of people, and to communicate their identity, as well as their contact information to the Data Controller.
- s) The Data Processor must delete and return to the Data Controller the media on which the personal data are recorded, once the service has been completed. The return must involve the full erasure of the existing data in the computer equipment used by the Data Processor (except when these must be maintained due to the requirements of the applicable European or national regulations), and must demonstrate to the Data Controller that this has been done.

11.3. Compensation and liability.

Any person who has suffered material or immaterial damages as a consequence of non-compliance with the GDPR shall be entitled to receive compensation from the Data Controller or the Data Processor for the damages suffered. Without prejudice to the liability and compensation that must be assumed by the Data Processor as stipulated in the Contract, the Data Processor, in accordance with Article 82 of the GDPR, shall be responsible, in any case, for any damages caused in the processing of the data as a consequence of non-compliance with the Contract or of the instructions given by the Data Controller. In the event that the Data Processor or its employees should non-compliance any obligations related to the processing of the data identified in this Contract or in the GDPR, the Data Controller may claim additional compensation from the Data Processor proportional to the damage caused. The Data Controller shall be exempt from any liability if it is proved that it is not responsible for the damages caused. In the event that the Data Controller or the Data Processor were to have paid a total compensation for the damage caused, they shall be entitled to claim from the other party the corresponding amount proportional to the damage caused by the latter.

11.4. Duration.

All the provisions in this clause shall be in force during the period necessary to carry out the activities entrusted to the Data Processor and shall automatically expire upon termination of the Contract.

11.5. System Administrator.

Given that the employees of the Data Processor and/or employees of the Data Sub-Processor may be authorised to carry out the activities of "system administrators", the Data Processor shall inform the Data Controller, at the request of the latter, of the list of its employees and/or the employees of the Data Sub-Processor who are authorised and designated as "system administrators", as well as of any other person who can process personal data belonging to the Data Controller. The Data Processor undertakes to maintain the records, controlling the start and end of the session and the attempt to initiate the session by its employees and/or the employees of the Data Sub-Processor, if they are authorised to do so and have been designated as "system administrators" and have, under this role, been able to modify the personal data belonging to the Data Controller for a period of six months with the commitment to deliver them to the Data Controller in the format indicated by the latter no later than 3 days after receiving a written request.

11.6. Processing of personal data of representatives and professionals

The Parties inform each other that the personal data contained in the Contract will be processed by each Party as Data Controller, in order to execute the management of the Contract. In this regard, the Parties oblige themselves to strictly comply with all legal provisions, whichever its range, with regard to applicable data protection legislation.

Representatives and professionals of the Parties may exercise their rights of access, rectification, opposition, cancellation, limitation of processing and portability of their data, in the cases and within the scope established by the applicable regulation at any time, by writing to the address indicated in the heading of the Contract for each of the Parties.

11.7. Processing of personal data of provider's workers placed at the disposal of the contract

Any personal data provided by the Supplier to ENEL to allow the performance of the contractual services, shall be legally construed as a notice or a data transfer, and only the data strictly required to perform such services shall be provided and such data shall only be used to ensure the fulfillment of the purpose of the Contract. In this regard, ENEL shall strictly comply with all the legal provisions on personal data protection, regardless of their status or position.

ENEL undertakes to erase all the personal data provided by the Supplier after the completion of contractual services.

12. PROTECTION OF THE ENVIRONMENT².

12.1. Materials and/or Equipment.

12.1.1. 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 State, Regional, Provincial and Local environmental, energy efficiency and indoor environmental quality 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 in this field. The Supplier must repair the damage that has occurred as a result of any non-compliance with the environmental regulations in force that may be applicable.

12.1.2. The Supplier undertakes to supply, whenever possible, products or materials with an organic label and energy certification, as well as those that have a longer useful life, a lower cost, greater energy efficiency and lower potential waste generation due to the expiry of the product, and are as respectful as possible with the indoor environmental quality.

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

12.1.4. The Supplier shall respect the limitations established for the sale and commercialization of the dangerous substances and preparations established in the legislation, as well as in any other future legal modifications 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.

12.1.5. The Supplier shall be responsible for ensuring that the transportation complies with the provisions of the applicable legislation. All transportation of hazardous substances, whether raw materials or waste, shall have when required the corresponding authorisation to transport dangerous goods, ADR by road, or the corresponding authorisation in the case of maritime transport.

12.1.6. The products or materials shall be unloaded in accordance with duly established procedures to comply with the applicable regulations in each jurisdiction for the handling of dangerous substances.

12.1.7. Whenever possible and even if it is not bound so to do by the applicable legislation, the Supplier shall reuse or recycle the waste generated by its products or materials.

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

12.1.9. If the scope of the Contract includes the acquisition of substances in the form of mixtures or contained in items, listing them 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).

² 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 services and/or supplies considered by ENEL to involve a High or Medium Environmental Risk.

- Laboratory reagents.
- Cleaning products.

12.1.10. The Supplier shall confirm its compliance with the legislation 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 legislation in force. The safety sheet must include the uses of the substances or mixtures supplied.

12.1.11. The Supplier undertakes to manage the empty containers in which they have been supplied, complying with the provisions of the legislation, 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. The Supplier shall also be obliged to withdraw the packaging used for transport under the conditions and terms established in the Contract, or in the event that this is not indicated, in subsequent deliveries it shall remove packages from previous shipments when ENEL so requires.

12.1.12. The Supplier of electronic equipment shall comply with the terms and conditions imposed by the legislation in force. Special attention will be paid to electronic meters, computers and facility control equipment, which the Supplier shall be obliged to withdraw at the end of their useful life, establishing the appropriate logistics to take advantage of the return of supplies at no cost to ENEL. The energy efficiency of the equipment shall also be taken into account.

12.2. Works and/or Services.

12.2.1. The Supplier must know and verify that its personnel knows, understands and executes all the requirements and regulations in relation to environmental protection, energy efficiency and indoor environmental quality matters that may be applicable, in order to execute the Contract.

12.2.2. The Supplier shall guarantee, and where appropriate, prove that the personnel who will execute the Contract, possess or receive the appropriate theoretical-practical training for this and, especially, that which is needed to guarantee their correct environmental and energy efficiency performance and to reduce the risk of an incident with environmental repercussions, and indoor environmental quality. The training shall include the obligations that derive from the documents of the Environmental, Energy and/or Indoor Environmental Quality Systems, if one has been implemented or is being implemented, as is common in the different businesses of ENEL.

12.2.3. The Supplier shall provide the pertinent information on the activities that are the purpose of the Contract, in order to contribute to the calculation of the ENEL Carbon Footprint. In the same way, information about the Carbon Footprint of the activities of the Supplier shall be assessed.

12.2.4. The Supplier shall provide its personnel with the necessary means to ensure the execution of the Contract can be carried out respecting the environment, considering an efficient use of energy and taking indoor environmental quality into account. Likewise, the Supplier undertakes to comply with all the legal requirements applicable to it, as well as those derived from the Environmental, Energy Efficiency and/or Indoor Environmental Quality Management Systems, in the event that one has been installed in the facility covered in the Contract.

12.2.5. The Supplier shall be liable for any environmental, energy efficiency and environmental quality incidents caused by it as a consequence of the execution of the Contract, and ENEL reserves the right to charge the Supplier for the actions and expenses arising from non-compliance with its obligations in environmental, energy and indoor environmental quality matters. The Supplier shall adopt the appropriate measures to guarantee strict compliance with all the legislation in force that is applicable to the execution of the Contract and shall make good any damage that may occur as a consequence of any non-compliance thereof.

12.2.6. The Supplier shall prepare a plan for the prevention of risks and environmental and indoor environmental quality contingencies derived from the execution of the Contract, which will be delivered to ENEL whenever it so requires, and to avoid any incidents, it shall adopt the appropriate preventive measures to guarantee compliance with the applicable regulations in force, as well as those dictated by good practices in environmental, energy and indoor environmental quality management matters, 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 waste with a special environmental impact.
- Prevent leaks, spillages and the contamination of floors, manholes or channels.
- Prohibit its employees from lighting fires, hosing, or uncontrolled dumping.
- Prevent emissions of dust or other substances during the transportation of materials and during any other activity likely to generate dust or other substances.
- In particular it must observe the prohibition of any manner of uncontrolled dumping, as well as the prohibition to dump any manner of waste in the area covered by the development of the execution of the Contract, which should be kept clean and orderly as much as possible during each working day and especially at the end of it. It must also 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 one has been implemented in the facilities covered by the contract. To be able to carry out any type of discharge into a sewerage/sanitation network, all the necessary authorisations must be in place.
- Segregate each type of waste properly, placing a sufficient number of containers, with closure, marked and in good condition, in the place of execution of the Contract, when waste is generated as a result thereof, which must then be properly managed by an authorised waste manager and in accordance with the legislation. 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.
- Leave the work area clean and free of rubbish once the execution of the Contract has been completed, removing all debris, packs, packaging, garbage, scrap and all types of waste generated which remain there; the cost of the collection, transportation and authorised management thereof shall be borne by the Supplier.
- Guarantee in the execution of the Contract, in accordance with the regulations in force, a suitable control of their noise and vibration emissions, especially if these could affect third parties.

12.2.7. The Construction Manager of the Supplier shall be responsible for the monitoring and compliance with the procedures; he or she will be 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 execution of the Contract.

12.2.8. The Supplier undertakes to immediately inform the ENEL technician supervising the works of any environmental incident that may occur during the execution of the Contract, and is obliged to present a written report of the event and its causes.

12.2.9. In the event of an environmental, energy or indoor environmental quality incident occurring, whatever it may be, the Supplier undertakes to comply with the instructions from the ENEL technician supervising the works.

12.2.10. In the event of failure to comply with any of these obligations, the ENEL technician supervising the works may paralyse them, and the Supplier shall bear 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% (ten percent) 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.

12.2.11. The Supplier must obtain an Environmental Liability insurance policy with the necessary coverages to face the responsibilities derived from the Environmental Responsibility Act and any other standard by means of which the Environmental Authority could demand the repair of and/or compensation for the damages that could have been caused to the natural resources.

13. CODE OF ETHICS.

13.1. General details.

13.1.1. 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 Ethical Conduct are available at the address www.endesa.com.

13.2. Conflict of interest.

13.2.1. The Supplier (if it is a natural person), by accepting the Contract, declares:

- a. That he/she does not exercise, within the companies of the ENEL Group, functions of Senior Management (director, senior manager with strategic responsibilities), nor those of an employee of the ENEL Group Companies or of an auditor of accounts of the ENEL Group;
- b. That he/she does not have, within the ENEL Group companies, relatives/family members up to the second degree, a not legally separated spouse, a partner, a spouse or children of his/her partner, who are related to him/her by blood or family relationship;
- c. 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.).

13.2.2. The Supplier (if it is a legal person³), by accepting the Contract, declares that as a result of the 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 an employee of any of the companies of the ENEL Group, nor 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 employee.
- 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.).

13.2.3. The Supplier, whether a natural or legal person, undertakes to notify ENEL of any change that may occur subsequently and as long as it holds the active condition of Supplier, with respect to the information declared before the signing of the Contract.

13.3. Integrity Clause.

a) With the bid submission and /or the acceptance of the Contract, the Bidder/Contractor 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;
- To be unaware of subjection to criminal proceedings for tax crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;

³ "Public bodies, companies listed on the stock exchange, banking institutions and companies controlled by them are not bound by this declaration."

- To not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against 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.

ANNEX 1

COMPANY	PRODUCTS OR SERVICES	TYPE OR CATEGORY OF PROCESSED DATA	DEPARTMENT