

This “ANNEX V PERU” applies to contracts for the purchase of supplies, services or works over which Peruvian law is applicable and which are concluded between the ENEL Group companies and the Supplier.

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**1. GENERAL INFORMATION.**

1.1. This "Annex V Peru" applies to Contracts for Supplies, Services or Works (hereinafter, "Contract") governed by Peruvian legislation and concluded between the ENEL Group companies and a Supplier (hereinafter, "Parties").

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

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

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

1.5. The original version of this "Annex V Peru" is the one written in Spanish (Castilian Spanish).

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

**1.7. Settlement of disputes.**

1.7.1. All conflicts and disputes (each one, a "Dispute") that may arise between the Parties regarding the interpretation, execution, compliance and any aspect related to the existence, validity, breach or termination of the Contract, shall be resolved in direct dealings between the Parties within a term of thirty (30) calendar days from the date on which one Party communicates to the other, in writing, the existence of a Dispute ("the Direct Negotiation Period").

1.7.2. In the event that the Parties do not resolve the respective Dispute within the Direct Negotiation Period, this shall be submitted to legal arbitration through a procedure processed in accordance with the provisions of this clause and, in whatsoever is not specifically stipulated in the same, in the Arbitration Regulations ("the Regulations") of the Centre for Analysis and Settlement of Disputes of the Pontifical Catholic University of Peru ("the Centre"), with Legislative Decree No. 1071 governing arbitration or whichever law may replace it. The application of the Centre's Regulations does not entail submitting the arbitration to the administration of the Centre, as it is agreed that the arbitration shall be *ad-hoc*, conducted by the arbitrator or the arbitration tribunal, as the case may be. Likewise, it is established that the arbitrator or arbitrators who conduct the arbitration must be enrolled in the list of arbitrators of the Centre.

1.7.3. Disputes of a value of less than or equal to US\$50,000.00 (fifty thousand and 00/100 US dollars) shall be settled by legal arbitration conducted by one (1) sole arbitrator ("the Arbitrator"), who shall be designated by mutual agreement by the Parties, subject to the rules of the Centre, in accordance with the provisions of the previous number. In this regard, if there is no agreement between the Parties regarding the appointment of the Arbitrator, the rules of the Centre's Regulations shall apply for the purposes of their appointment.

1.7.4. Disputes in excess of US\$50,000.00 (fifty thousand and 00/100 US dollars) shall be settled by an arbitral tribunal consisting of three (3) members. Each Party shall appoint one (1) arbitrator within a maximum period of fifteen (15) days counted from the request for arbitration or its response, as appropriate. The third arbitrator, who in turn shall act as chairman of the arbitral tribunal, shall be appointed by agreement of the two (2) arbitrators appointed by the Parties within a term of thirty (30) days counted from the appointment of the last arbitrator. In the event that one Party does not comply with appointing the applicable arbitrator within the period stipulated in this clause, such arbitrator shall be appointed, at the request of either party, by the Centre. In the event that the two arbitrators appointed by the Parties do not designate the third arbitrator within the period indicated above, the appointment shall be made, at the request of any of the Parties or the arbitrators appointed by the Centre.

1.7.5. The arbitration shall take place in the city of Lima (Peru) and shall be conducted in Spanish.

1.7.6. The arbitration award issued and duly notified shall be final, may not be appealed, shall have the value of *res judicata* and shall be effective and mandatory as from its notification to the Parties. The Parties, in the broadest manner permitted by applicable laws, waive any appeal against the arbitral award, except for the remedy of annulment of the award provided for in Legislative Decree No. 1071, governing arbitration, or any law that may replace it.

A prerequisite for the admissibility of the motion for annulment and for the suspension of the effects of the award is the constitution of a bank guarantee which is joint and several and unconditional in favour of the successful Party, for the guarantee amount that is set by the arbitrator or the court arbitration in the same award.

If the appeal for annulment is dismissed, the Party that did not file the appeal shall be entitled to execute the guarantees granted in its favour.

1.7.7. The fees of the arbitrator and the arbitral tribunal and the office expenses of both shall be determined by the arbitrator or arbitral tribunal, as applicable, having as a limit those established by the Centre for the arbitrations administered by said institution, in accordance with the Table of Tariffs approved by said institution which is in force on the date of commencement of the arbitration, having as its limit the amounts of fees and administrative expenses provided for in the Arbitration Price List of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevos Soles).

For the purpose of determining the secretarial fees and expenses, the amount of the Dispute shall be determined based on the economic valuation of the impact invoked by the objector.

When dealing with matters that are not quantifiable in money, the arbitrator or the arbitral tribunal shall set their fees according to the complexity of the matter, having as a limit the amounts of fees and administrative expenses foreseen in the Arbitration Fee Schedule of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevos Soles).

1.7.8. Expenses (costs) incurred by the Parties as a result of the arbitration shall be borne by the unsuccessful Party.

1.7.9. Without prejudice to the foregoing, the Parties submit the ruling of the Disputes that were unable to be settled by arbitration to the jurisdiction and competence of the Judges and Tribunals of the Judicial District of Lima, waiving in advance the jurisdiction of their places of residence.

1.7.10. While the outcome of any arbitration conducted in accordance with this clause is pending, the Parties shall be bound to continue to comply with their respective obligations under the Contract.

1.7.11. For any intervention by ordinary judges and courts that may be necessary pursuant to Legislative Decree No. 1071, the Parties expressly submit themselves to the jurisdiction of the judges and courts of the Judicial District of Lima.

## 2. DEFINITIONS.

- **Certificate of Inspection of the works and services:** A document, which in order to be valid must be signed by both Parties, recording the defects found in the completed work or service and the term in which they must be remedied by the Supplier.
- **Acceptance Certificate of goods:** A document, which in order to be valid must be signed by both Parties, containing a list of the goods supplied and certifying the delivery of the same.
- **Shipping authorisation:** Document issued by ENEL, by which the Supplier is authorised to proceed with the total or partial delivery of the equipment or material covered by the Contract.
- **Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels.
- **ENEL Group:** In this Contract, the economic group made up of all those entities that - directly or indirectly through one or more intermediaries - control, are controlled by or are under common control of ENEL, S.P.A. in accordance with the definition of the Regulation on Indirect Ownership, Connections and Economic Groups approved by Superintendency Resolution No. 00019-2015-SMV-01.
- **Waybill:** Document issued by the Supplier once all the agreed procedures have been completed, by which ENEL is informed that the equipment or material covered by the Contract has been shipped in whole or in part.
- **Inspector:** Person or entity designated by ENEL who carries out inspection functions at any stage of the execution of the Contract.
- **Order to Proceed:** Document with which ENEL as a notice authorising the Supplier to initiate all or part of the execution of the Contract.
- **Request for proposal:** Document through which ENEL requests a bid. It shall consist of the Technical Specifications and the Commercial and Legal Specifications, among which the present General Terms and Conditions will be found.
- **Quality control plan:** Document issued by the Supplier that specifies the quality criteria to verify compliance with the requirements of the Contract applied to its processes, procedures and associated resources.
- **Inspection Point Programme:** Document issued by the Supplier and approved by ENEL, reflecting the different inspections, tests, trials or examinations that are to be performed.
- **Acceptance at Origin:** Procedure in which the mandatory tests or trials for the acceptance of the material are carried out in the presence of technicians from ENEL or a person or entity authorised thereby, and at the facilities of the Supplier, its subcontractor or any other entity agreed between both Parties.
- **Acceptance by protocol:** Review of the mandatory test protocols, carried out previously by the Supplier, by means of which ENEL technicians or a person or entity authorised thereby, approve the shipment of the material in question or, on the contrary, decide the verification of the results of said protocols by the Acceptance at origin.
- **Quality assurance system:** System that establishes those requirements with which the Supplier must comply to develop the purpose of the Contract effectively, efficiently and correctly.

## 3. ECONOMIC TERMS AND CONDITIONS.

### 3.1. Prices.

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

- Direct and indirect labour.
- Training and medical examinations of personnel assigned to the service
- Personal Protective Equipment (PPE)
- Supplementary insurance for work with risk to health and employment (SCTR).
- Expenses that are originated by their registration in force in the ENEL Supplier Registration System.
- Machinery and associated personnel.
- Depreciation of machinery.
- Permanent and fungible materials.

- Transport to/from the place of work of personnel, material and means.
- Installation and authorisation of services.
- Maintenance costs.
- General expenses and industrial profit or utility.
- Taxes other than the General Sales Tax, the Municipal Promotion Tax and any other tax that imposes the added value that is legally applicable.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Complete implementation of all activities set out in the Technical Specifications and other contractual documents.
- Construction, demolition and/or demobilisation of the auxiliary installations of work, surveillance, storage or others related to compliance with the Regulations on Prevention of Occupational and Environmental Hazard Prevention and the requirements of the technical specifications generated during the construction of the work or the performance of the service.
- Transport expenses and final disposal of waste.
- Costs incurred in compliance with the Occupational Hazard Prevention Regulations.
- Costs on economic guarantees, insurance or other guarantees, if applicable.

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

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

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

3.1.5. The Supplier is obliged to accept the extensions, modifications and reductions of the scope of the Contract, at the agreed prices, provided that they do not represent, together, an increase or decrease of more than 20% of the Contract amount. The new delivery period, if applicable, shall be established by mutual agreement between both Parties.

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 without the Supplier having the right to compensation.

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

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

3.1.9. At the request of ENEL, the Supplier shall include unit price scales in its offer in the event that ENEL considers necessary, during the execution of the Contract, the performance by the Supplier of work units, services or supplies not initially envisaged in the scope of the Contract (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 the first paragraph of this sub-clause, and shall be applied when it is not possible to set a contradictory price or in cases where ENEL deems it necessary.

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

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

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

### **3.2. Invoicing.**

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

- a) any work contracted by administration as a complement to what was agreed in the Contract.
- b) increases due to application of readjustment formulas provided in the Contract. In this case, it shall be necessary to provide the supporting information for the values of the indices applied and the detail of the corresponding readjustment formula.

3.2.2. If the Supplier is not domiciled in Peru, it must issue independent invoices for the sale of goods and for the provision of services, and must specify in detail in its invoices the goods sold and/or services rendered as appropriate.

### **3.3. Payment terms and conditions.**

3.3.1. Invoices shall be paid, upon ENEL's acceptance of compliance with the contractual conditions, in the time specified in each case, and in the absence thereof, on the first day of mass payment after the ninety (90) calendar days following the date of entry in the General Registry of ENEL, or the date of conformity with the invoice if this date of conformity should be later than that of entry in the General Registry of ENEL.

3.3.2. In the event of the return of an invoice by ENEL to the Supplier due to breach of its requirements, the term for the payment of the invoice shall be calculated from the date on which the Supplier sends it again and in fulfilment of all the requirements of the present General Contract Terms and Conditions and the Contract.

3.3.3. In the event that ENEL should authorise an advance payment to the Supplier, the disbursement of the same shall be preceded by a letter of guarantee for the value of the amount advanced.

#### **4. EXECUTION.**

##### **4.1. Inspections, tests and trials.**

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

##### **4.2. Quality Control.**

4.2.1. The quality control comprises the set of actions, activities and techniques necessary to provide sufficient confidence that the material, equipment, work or service object of the Contract will satisfactorily fulfil the conditions required by ENEL and, where appropriate, by the technical standards.

4.2.2. 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. These tests will not alter the full responsibility that is exclusively the responsibility of the Supplier.

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

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

4.2.5. Upon completion of the execution of the Contract, ENEL may request the submission by the Supplier, for its approval, of a final quality control report, whose content shall conform to the provisions of the Contract and the approved Quality Control Plan.

4.2.6. ENEL may require the Supplier to deposit before a Notary Public the technical documentation necessary for the manufacture of the materials and equipment covered in the Contract. This documentation shall be made available to ENEL, which may make use of it in those cases in which it is intended to discontinue the product or in situations of bankruptcy of the Supplier or its subcontractors or its suppliers.

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

##### **4.3. Conditions of delivery and receipt.**

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

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

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

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

4.3.2.2. To perform the delivery, the Supplier shall send to ENEL with the due advance and marked to the attention of the contact person or person in charge of acceptance as stated in the Contract, the Waybill indicating the following data:

- Number, dimension, weight and volume of packages sent, indicating the material they contain. The number of packages shall be established taking into account the differentiation of those weighing up to two tonnes and those weighing more than two tonnes.
- Data referring to the means of transport used and to the company carrying out the transport, with the data and the telephone number of the contact person.
- Date and place of making the equipment or materials available.
- Specific conditions for the unloading and handling of equipment or materials.
- Likewise, the Supplier undertakes to inform ENEL, immediately, of any circumstance that could alter the agreed delivery terms.

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

4.3.2.4. Unless stipulated otherwise in the Contract, the delivery of materials and equipment shall be made in the DDP mode (Incoterms CCI 2010) at the destination point established in the Contract. The terms shall be interpreted, as regards delivery, property, insurance, etc., in accordance with the Incoterm, except for whatever is contrary to the provisions of the Contract.

4.3.2.5. Without prejudice to the delivery date being considered fulfilled, ENEL reserves the right to postpone any shipment or dispatch of materials or equipment. The Supplier shall bear the storage and insurance expenses during the month following the agreed

delivery date. If the postponement of the shipment should be prolonged for a longer period of time, the amount of compensation resulting from the subsequent storage and insurance expenses shall be established by mutual agreement.

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

**4.3.3. Works and/or services.**

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

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

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

**4.4. Transfer of ownership and risk.**

**4.4.1. Materials and/or equipment.**

4.4.1.1. The Supplier shall be liable for hidden faults or manufacturing defects, including during the Warranty Period and until the expiry of the period stipulated by the legislation in force, without prejudice to any legal or other liabilities that may arise.

**4.4.2. Works and/or services.**

4.4.2.1. The Supplier shall be liable for hidden faults or defects, including during the Warranty Period and until the expiry of the period stipulated by the applicable legislation, without prejudice to any legal or other liabilities that may arise.

**4.5. Default.**

4.5.1. If the Supplier does not comply with the obligations set forth in the Contract, it shall be automatically held to be in default, without notice by ENEL being necessary for this effect, in accordance with the provisions of subsection 1) of Article 1333 of the Peruvian Civil Code.

**5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.**

5.1. The Supplier shall not totally or partially assign its position in the Contract, except with the express prior written authorisation of ENEL. In such case, in accordance with the provisions of Article 1437 of the Peruvian Civil Code, ENEL may take action against the Supplier if the assignees do not comply with the obligations they have taken on.

5.2. The Supplier expressly authorises ENEL to partially or totally assign its position in the Contract to any entity belonging to the ENEL Group or linked to it, and it shall be sufficient for ENEL to notify the Supplier at least 3 (three) months prior to date on which the transfer would take place.

5.3. According to what is indicated in number 8.4 of this document, the Supplier may partially or totally subcontract up to a maximum of 30% of the value of the Contract, provided that:

5.3.1. ENEL has previously accepted, expressly and in writing, the subcontracting, which may not be denied without justification.

5.3.2. The Supplier is jointly and severally liable with the subcontractors vis-à-vis ENEL for full compliance with its obligations under the Contract, not releasing them, for which purpose the Supplier shall submit to ENEL the corresponding document duly signed by the subcontractor.

5.3.3. Under no circumstances may any contractual relationship be inferred between the subcontractors and ENEL, the Supplier always being responsible for all the activities of said subcontractors, and for the fulfilment of the contractual, legal and fiscal obligations derived from the fulfilment of their work; this includes damages caused to ENEL by any of its subcontractors, agents, advisers and workers. In case the Supplier decides to subcontract more than 30% of the value of the Contract, this must be previously approved by ENEL, at its sole discretion. Said approval shall be express, in writing and shall only apply to each specific subcontract.

5.4. ENEL shall not be liable to any subcontractor or assignee, nor to the personnel thereof, for any claim derived directly or indirectly from the Contract. The Supplier therefore agrees and undertakes before ENEL to carry out whatever is within its power to avoid the formulation and/or processing of such claims. Consequently, the Supplier shall respond to ENEL and shall hold it harmless from any legal action, judicial or extra-judicial, or any proceedings directed against ENEL by any subcontractor or assignee, or by their personnel. 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. The breach by the Supplier of what is regulated in this section shall be considered as a serious breach, and ENEL shall be empowered to terminate the Contract due to a breach by the Supplier, without prejudice of any other legal action that could be open to ENEL as the subsequent damage, among others.

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

5.6. The Supplier undertakes that both it and its subcontractors shall comply with the requirements that both the Contract and the Peruvian regulations in force impose in relation to subcontracting.

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

**5.8.** ENEL reserves the right to reject those subcontractors or assignees which, during the progress of the works, it does not deem appropriate to maintain. In such case, the Supplier undertakes to terminate the subcontract.

## **6. ASSIGNMENT OF RIGHTS AND CREDITS.**

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

## **7. WARRANTY PERIOD**

**7.1.** The Warranty Period for the materials and equipment shall extend during the time stipulated in the Contract, and failing that, for two (2) years from the date of the Provisional Acceptance Document. If the Document is not signed, the period shall begin to be counted from the conformity of ENEL with the delivery of the material.

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

**7.3.** Upon expiry of the Warranty Period and after the Final Acceptance is 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 installations assembled, including when they are covered by licences, patents or other forms of industrial property in favour of the Supplier, in all cases preserving the confidentiality due to them.

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

**8.1.** The Supplier undertakes at all times to have the necessary human resources in number and qualification for the execution of the purpose of the Contract in accordance with the maximum quality standards defined therein. In this regard, it must take preventive measures to prevent the occurrence of work stoppages that could affect the service and, if they occur, continue to provide the service with equal efficiency.

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

**8.3.** Taking into consideration the nature of the Contract and the obligations assumed by the Supplier, the parties acknowledge that the contractual relationship that unites them is strictly civil in nature, subject to the provisions of the Peruvian Civil Code, such that under no circumstances shall it generate any employment relationship between them and the personnel that the other could apply to the fulfilment of its obligations. Consequently, for the fulfilment of the Contract, the Parties shall not be subject to any connection of subordination or dependency, for which they will enjoy total autonomy for the fulfilment of the corresponding obligations.

In that sense, ENEL shall not have any responsibility for said personnel, nor for the payment of their remunerations, employee benefits, social security, vacations and other concepts, whether labour-related or otherwise, that the Supplier could possibly owe.

**8.4.** The Supplier may subcontract up to a maximum of 30% of the value of the Contract only with the written authorisation of ENEL. If such authorisation exists, the Supplier and its subcontractor shall be jointly and severally liable with ENEL for any type of obligation in relation to the Contract, for which purpose the Supplier shall submit to ENEL the corresponding document duly signed by the subcontractor.

**8.5.** Likewise, in the event that the Contract involves an outsourcing of services, the Supplier undertakes to comply with all the obligations set forth in Law No. 29245, on the regulation of outsourcing services, Legislative Decree No. 1038 and other legal standards and applicable regulations and those that may be issued subsequently, which include:

- Maintain during the term of the Contract each of the requirements and characteristics as an outsourcing company that provides integral and autonomous services.
- The inclusion in payrolls of all the personnel that provide services related to this Contract.
- Payment in due course and in full of all labour and social security obligations.
- The services to be rendered shall not be executed by persons hired under the categories of service placement, professional fees, or similar figures. Nor under the category of internships or youth work experience training.
- Respect for the exercise of the employment rights of its workers.
- Information to its employees and ENEL personnel about the services that will be provided, in accordance with the regulations in force.
- Registration in force as an outsourcing company with the Ministry of Labour.

**8.5.1.** The other obligations described in the regulations in force that correspond to their capacity as an employer and other regulations that may be issued subsequently.

With regard to Occupational Health and Safety, the Supplier agrees to comply with the provisions of Law No. 29783, the Occupational Health and Safety Law, approved by Supreme Decree No. 005-2012-Tr and by the Occupational Health and Safety Regulations for Working with Electricity approved pursuant to Ministerial Resolution No. 111-2013 MEM/DM. Likewise, the Supplier must comply with the standards, procedures and best practices of the industry as well as those established in the following standards and documents implemented by ENEL:

- a) Technical Specification on Occupational Health and Safety and Environment;
- b) General Safety Standards for ENEL Suppliers;
- c) OHSAS 18001.

It is established that any standards that should modify, replace or complement the standards referred to in the preceding paragraphs and that are notified in due course to the Supplier shall also be applicable. In the event that the Supplier has not certified the aforementioned standards, the latter undertakes to present to ENEL the plan and timetable for obtaining the certification. Failure to comply with said plan shall be grounds for termination in the opinion of ENEL.

**8.6.** The Supplier shall defend, at its own cost, any claim or threat of complaint made by the Supplier's employees or subcontractors, by competent authorities or by third parties against ENEL to the extent that said claim is based on a breach of obligations in labour law-related matters, social security and occupational hazard prevention. The Supplier must hold ENEL and its subsidiaries harmless against any claim in which the circumstances provided in this paragraph are present.

**8.7.** Penalties for breach of labour law-related aspects.

The penalties that shall be applied to the Supplier have been grouped into three categories: Administrative, Operational and Safety-Environmental. Without prejudice to the application of such penalties, the Supplier must adopt the measures it deems necessary to ensure the non-repetition thereof. However, ENEL may double the sanction in the event of a repeat offence. The following levels of penalties have been defined:

- I: Severe
- II: Very Severe
- III: Extremely Severe which will have a significant effect on Security, rating of the Vendor Rating system

**8.7.1.** Administrative Penalties:

Those applicable for breach of procedures or administrative rules framed within the Contract, the technical specifications of the services or the points detailed in the specific conditions. The following Administrative penalties have been defined

DESCRIPTION	APPLICATION	PENALTY
<b>A. PENALTIES FOR ADMINISTRATIVE BREACHES</b>		
A1. Breach of labour law-related obligations	For each case	III
A2. Unreported subcontracting and/or use of the management model known as "management contracts"	For each case	III
A3. Delay in the delivery of information or background requested by ENEL Peru, or lack of veracity thereof; which also authorises the suspension of payment of monthly invoicing	For each case	II
A4. Non-submission of communication of the beginning of works (planned) to the Municipalities	For each case	I
A5. Complaints, fines or reports filed by police, tax and municipal authorities	For each case	I
A6. Failure to renew the bonds and/or policies before their expiration	For each case	III

**8.7.2.** Operating Penalties:

Those applicable for breach of SLAs defined for each service in aspects of quality, productivity, etc.

The following penalties have been established, which shall be deducted from the payments pending to the Supplier and applied according to the severity specified in the tables detailed below:

<b>B. PENALTIES FOR OPERATIONAL BREACHES</b>		
<b>Operations</b>		
B1. Breach of each SLA referring to Average Response Times	By period evaluated	II



B2. Breach of each SLA referring to Terms	By period evaluated	II
B3. Breaches of work procedures and standards (ENEL Peru, municipal, transit, OSINERGMIN, MINEM) or deficiencies in supervision, poorly completed or untimely repair of trails, dumping of cuttings.	For each case	II
B4. Failure to attend a previously coordinated and notified work	For each case	II
B5. Failure to clean or deficient cleaning in the work area during and after the work	For each case	I
<b>Quality of the work done</b>		
B6. Breach of each SLA referring to Quality	By period evaluated	II
B7. Service or work rejected by applying the PCT 001 of ENEL Peru	For each case	II
B8. Use of inappropriate material	For each case	I
<b>Infrastructure and equipment</b>		
B9. Differences in inventory	For each case	III
B10. Vehicle suspended, in poor condition or with negative comments	For each case	I
<b>Personnel</b>		
B11. Personnel under the influence of alcohol or other intoxicants	For each case	III
B12. Loss of material or equipment delivered into their care	For each case	II
B13. Uniform and/or work equipment missing, in poor condition, frayed or broken, or poorly presented	For each case	I
B14. Lack of suitability, qualifications or probity of the assigned personnel	For each case	II

### 8.7.3. Occupational Health, Safety and Environment Penalties:

The penalties related to breaches of Occupational Health and Safety and Environment regulations are those indicated in point 11 of the General Part of the General Contracting Terms and Conditions and shall be applied according to type I, II or III breaches indicated in said section and for the amounts specified therein.

Without prejudice to the right to terminate the Contract, and to claim for damages in relation to any breach concerning the protection of occupational health and safety, ENEL shall be entitled (at its sole discretion) to impose the penalties detailed below, upon notification to the Supplier by registered letter with acknowledgment of receipt:

- 1 UIT (Peruvian Taxation Unit) for each breach qualified as "SERIOUS" - I, according to the table in clause 11 of the General Part of these General Contracting Terms and Conditions.
- 2 UIT for each breach qualified as "VERY SERIOUS" - II, according to the table in clause 11 of the General Part of these General Contracting Terms and Conditions.
- 5 UIT for each breach qualified as "EXTREMELY SERIOUS" - III, according to the table in clause 11 of the General Part of these General Contracting Terms and Conditions.

If the breaches mentioned in sections a, b and c 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 5 UIT.

## 9. PERSONAL DATA PROCESSING.

**9.1.** In the event that for the execution of the Contract, the Supplier should access personal data included in data banks owned by ENEL, it must comply with the provisions of Law No. 29733 - Law on Protection of Personal Data. In any case, it will be ENEL, as holder of the databases, which shall decide on the purpose, content and processing use of the data, with THE CONTRACTOR being limited to use of the data, only and exclusively, for the purposes of the provision of services object of this Contract.

**9.2.** Databases containing personal data to which the Supplier has access as a consequence of the provision of services, are the exclusive property of ENEL, also extending this ownership to whatsoever preparations, evaluations, segmentations or similar

processes that, in relation to them, the Supplier may perform, in accordance with the services that are agreed in this Contract, with the Supplier declaring that they are confidential for all purposes and therefore subject to the strictest professional secrecy, even after the provision of services is complete.

**9.3.** The Supplier is constituted, for the purposes of the Contract, as the Data Processor in accordance with the current regulations for the protection of personal data, and undertakes to comply with its obligations as such, and this provision of data by ENEL is not considered a transfer of personal data for the purposes of Law No. 29733 - Law on Protection of Personal Data.

**9.4.** The Supplier, as the Data Processor, is obliged to comply with the provisions of Law No. 29733 - Law on the Protection of Personal Data and its Regulations approved by Supreme Decree 003-2013-JUS, and in particular, specifically undertakes to:

- a. Safeguard the personal data to which it has access as result of the provision of services, by adopting the necessary legal, technical and organisational measures, and in particular those laid down in Article 9 of the Law No. 29733, Article 10 of its regulations approved by Supreme Decree No. 003-2013-JUS, and other implementing provisions, to ensure the security of personal data and prevent its unauthorised alteration, loss, processing or access, taking into account the state of technology, the nature of the data and the risks to which they are exposed, whether they come from human action or the physical or natural environment. The measures shall include, but are not limited to, hardware, software, recovery procedures, backup copies and data extracted from personal data in the form of on-screen or printed displays.
- b. Use or apply personal data, exclusively, for the performance of the services agreed and, where appropriate, in accordance with the instructions given by ENEL, the owner of the data banks containing the personal data.
- c. Not to communicate or transfer them, not even for their retention, to other people, nor the similar formulations, evaluations or processes mentioned above, nor to duplicate or reproduce all or part of the information, results or relationships regarding the same.
- d. In the event that for the provision of the service it is necessary to carry out any international transfer of data, the Supplier undertakes to inform ENEL previously and sufficiently in advance so that the latter may request the corresponding authorisations, without which the Supplier shall not be able to make such transfers.
- e. Ensure that personal data to which they may have access are processed only by those employees whose intervention is necessary to perform the provision of services. The Supplier shall communicate to these employees the security measures to be applied and the duty of secrecy and confidentiality that they must have regarding these, even once the provision of services has ended.
- f. Allow controls and audits that ENEL reasonably intends to perform for the purpose of compliance with the provision of services.
- g. Once the provision of services has been completed, the Supplier must return within a period of fifteen (15) calendar days the personal data to ENEL as well as the media or documents in which they appear, without keeping any copy. In the event that with the personal data provided by ENEL, the Supplier has created a database in order to comply with the purpose of this Contract, it must be destroyed.

**9.5.** Without prejudice to the provisions of letter (c) of number 9.4 above, in the event that ENEL should authorise the subcontracting of certain services in favour of third parties, which in turn entails that these third parties should have access to personal data affected by this section, the Supplier undertakes, prior to said subcontracting, to sign a contract jointly with the Parties and the subcontractors whereby the latter expressly accept the position of Data Processor on behalf of the owner of the data bank, with the same provisions as those contained in this section, as well as all obligations derived from the data protection regulations and those which are specific to their status as Data Processors as a result of the content of the Contract.

**9.6.** In the event of a breach by the Supplier, including its employees, of its obligations as established in the Contract or those derived from the applicable legislation on data protection, the Supplier shall be considered responsible for the processing, and shall specifically assume the total liability that could ensue for ENEL, the owner of the data banks or Data Controller, as a consequence of any type of sanction imposed by judicial or administrative proceedings against ENEL.

In accordance with the provisions of the preceding paragraph, the Supplier undertakes to hold ENEL harmless from any claim that may be filed (especially in the case of the opening of any type of file by the National Authority for the Protection of Personal Data) for its breach, as the Data Processor, from the legislation on protection of personal data, and agrees to pay any amounts to which ENEL may be condemned by way of sanction, fine, indemnity, damages, prejudice and interest for the aforementioned breach.

#### **9.7. Confidentiality of Personal Data.**

**9.7.1.** Given that for the execution of the Contract, the Supplier and ENEL shall have access personal data included in the data banks of their respective ownership, they must comply with the provisions of Law No. 29733 - Law on Protection of Personal Data and its Regulations approved by Supreme Decree 003-2013-JUS regarding the duty of secrecy and confidentiality. For this reason, the Supplier and ENEL must limit themselves to using said data solely and exclusively for the purposes that may follow from the rendering of services covered by this Contract.

**9.7.2.** The Supplier and ENEL must maintain the duty of secrecy and confidentiality, over personal data that may have become known during the execution of the Contract, including after the termination of the contractual relationship and indefinitely; with the exception of those cases in which the law requires the disclosure of the same.

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

<sup>1</sup> 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.

**10.1. Materials and/or Equipment.**

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

10.1.2. The Supplier undertakes to supply, whenever possible, products or materials with an organic label, with greater energy efficiencies, with a longer period of useful life, with lower cost and with less potential for waste generation due to expiration of the product and costs of final disposal.

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

10.1.4. The Supplier shall respect the limitations established for the sale and marketing of the dangerous substances and materials established in the applicable 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. Likewise, the Supplier undertakes to comply with the regulations applicable to solid waste management, as the case may be.

10.1.5. The Supplier shall be responsible for ensuring that the transportation complies with the provisions of the applicable legislation.

10.1.6. 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.

10.1.7. 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.

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

10.1.9. 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)
- laboratory reagents,
- cleaning products,
- controlled products.

10.1.10. The Supplier shall ensure compliance with the legislation in force regarding the registration, evaluation, authorisation and restriction of substances and chemical preparations, providing the safety sheet (MSDS) in Spanish, handling and storage of 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.

10.1.11. 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 applicable regulations regarding transport, as stated in the previous points. It shall also be responsible for removing the packaging used for transport under the conditions and terms established in each Contract, or in the event that this is not indicated, in the subsequent deliveries it shall remove packages from previous shipments when ENEL so requires.

10.1.12. The Supplier of electronic equipment shall comply with the terms and conditions imposed by the legislation in force for the disposal of electronic waste. Special attention will be paid to electronic meters, computers and control equipment, which the Supplier is obliged to withdraw at the end of their useful life, establishing the appropriate logistics for their final disposal.

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

10.2.1. The Supplier must be aware of all the legal and internal requirements and regulations that apply to it, in order to carry out the work.

10.2.2. The Supplier shall guarantee, and where appropriate, accredit that the personnel who are to carry out the work covered by the Contract, possess or receive the appropriate theoretical-practical training for this purpose and, especially, the necessary training to guarantee their correct environmental behaviour and to reduce the risk of an incident with environmental repercussions. The training shall

include the obligations that are derived from the documents of the Environmental Management System, in the event that one has been implemented or is in the process of implementation, as is common in the different businesses of ENEL.

10.2.3. The Supplier shall provide its personnel with the necessary means so that the work can be carried out in an environmentally-friendly manner. Likewise, it undertakes to comply with all the legal requirements that may apply to it, as well as those derived from the Environmental Management System, in case there is one implemented in the facility covered by the contract.

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

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

- Store and properly handle chemical products and toxic or dangerous goods or residues, separately disposing of chemical products that are incompatible with each other and avoiding the mixture of residues.
- Clearly signpost areas and 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 in the transport of materials.
- In particular it must observe the prohibition of any type of uncontrolled dumping, as well as the abandonment of any type of waste in the area where the contracted works or services are carried out, which must be kept clean and orderly during each work day and especially at the end of it, also having to comply with what is specified in the environmental procedures of the Environmental Management System, in case there is one implemented in the facilities covered by the contract which are applicable to the work to be carried out.
- To properly segregate each type of waste, the Supplier must place a sufficient number of containers, with lock, marked and in good condition, according to the colours established in the current regulations, at the worksite. When waste is generated, the final disposal must be managed according to the type of waste and the legislation applicable to it by companies authorised for this purpose. The Supplier shall submit to ENEL, when requested, a copy of the waste transportation, management and disposal documents according to the regulations, as well as the authorisations that certify the transporters and managers used.
- Once all the works or services ordered have been completed, the Supplier is obliged to leave the work area clean and free of waste, removing all the debris, containers, packaging, garbage, scrap and all types of waste generated that remain there, bearing the cost and responsibility for the authorised collection, transportation and management of the same.
- Likewise, the appropriate measures shall be adopted to guarantee strict compliance with the environmental legislation and regulations in force that is applicable to the aforementioned works.

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

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

10.2.8. In the event of an environmental incident, whatever it may be, the Supplier undertakes to comply with the instructions from the ENEL technician supervising the works.

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

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

## **11. CODE OF ETHICS.**

### **11.1. General details.**

**11.2.** 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.ENEL.com](http://www.ENEL.com).

### **11.3. Conflict of interest.**

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

1. That he/she does not exercise, within the companies of the ENEL Group, functions of Senior Management (director, senior manager with strategic responsibilities), employee of the company or auditor of accounts of the ENEL Group;
2. That he/she does not have, within the ENEL Group companies, relatives/family members up to the second degree / spouse not legally separated / partner / spouse or children of his/her partner / who are related to him/her by blood or family relationship;
3. That the Supplier and their respective family members (non-separated spouse or first-degree relatives) do not hold and have not held in the last 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.).

11.3.2. The Supplier (if it is a legal person<sup>2</sup>), upon signing the Contract, declares:

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

- a. Is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key responsibilities within the ENEL Group companies, nor is a family member up to the second degree, spouse, partner, child of a spouse or partner, or dependent person (whether by kinship or marriage) of the aforementioned members.
- b. Is 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 24 months, whether in the case of the person and 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.).

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

#### 11.4. Integrity Clause.

a) With the bid submission and /or the acceptance of the Contract, the Bidder/Contractor<sup>3</sup> declares:

- To take note of the commitments made by Enel S.p.A. and by the Companies it controls directly or indirectly (hereinafter "Enel"), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- <sup>4</sup>To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- <sup>5</sup> To not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against 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.

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

<sup>3</sup> The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and the technical director, in the case of an individual company; (b) the associates and the technical director, whether it is a general partnership; (c) the associated partners and the technical director, if it is a limited partnership; (d) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Company where their position is carried out and**, if applicable, **on behalf of the Parent Company and of** (e) holder and the technical director, in the case of an individual company; (f) the associates and the technical director, whether it is a general partnership; (g) the associated partners and the technical director, if it is a limited partnership; (h) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Parent Company**

<sup>4</sup> For itself and for the persons listed in note 3

<sup>5</sup> For itself and for the persons listed in note 3