

The present "APPENDIX VI - PORTUGAL" applies to agreements for the acquisition of materials, equipment, goods, services and structures subject to Portuguese legislation and drawn up between companies of the ENEL Group and the Contracting Party.

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**1. GENERAL INFORMATION**

1.1 The present Appendix VI - Portugal applies to contracts for works and contracts for the supply of materials, equipment, structures and services (hereinafter also designated "Contract") subject to Portuguese law and drawn up between a company in the Group and a Contracting Party (hereinafter jointly designated "Parties").

1.2 This document is an integral and fundamental part of the General Conditions for Contracts of the ENEL Group (hereinafter designated "General Conditions"), which includes one appendix. The body text of the Contract indicates the address of the website where the General Conditions - General Clauses and the present Appendix VI - Portugal are available for consultation. Those without internet access may obtain a copy in electronic/paper format on request.

1.3 Exceptions and alterations to the present Appendix VI - Portugal proposed by the Contracting Party shall only be valid when made in writing and accepted in writing by ENEL, and shall apply only to the Contract in regard to which they are proposed. Exceptions may not be extended to other contracts which are in progress or which are drawn up in the future with the same Contracting Party.

1.4 Note that in the event of conflict or incompatibility between the documents which make up the Contract, the provisions of the General Conditions - General Clauses shall apply, with the order of prevalence determined by the sequence in which the contract documents are listed therein.

1.5 The Parties expressly submit to:

- The law of Portugal in the interpretation and settlement of all issues which may arise in relation with the Contract.
- The jurisdiction and competency of the Portuguese courts, to the exclusion of all others, over the resolution of disputes arising in relation to the interpretation or performance of the Contract and which cannot be amicably resolved between the Parties.

**2. DEFINITIONS**

- Certificate of handover of work and/or services:** Certificate listing the defects encountered in completed work or services and indicating the closing date for their correction by the Contracting Party.
- Delivery slip:** A document containing a list of goods supplied and attesting to their delivery .
- Authorization for shipment:** A document issued by ENEL, authorizing the Contracting Party to proceed to the shipment of all or part of the equipment or materials addressed by the Contract.
- Shipping notice:** A document issued by the Contracting Party after all agreed formalities have been completed, informing ENEL that all or part of the equipment or materials addressed by the Contract have been shipped.
- Agreed quality:** An agreement between ENEL and the Contracting Party whereby the latter undertakes to meet the agreed levels of quality.
- Letter of intent or order to proceed:** A non-mandatory agreement containing a list of undertakings which may or may not be formalized in a Contract.
- Inspector:** The person or body appointed by ENEL to carry out inspection duties during any phase in the performance of the Contract.
- Request for proposal:** A document with which ENEL requests a proposal. It will be included in the Technical Specifications and Commercial and Legal Specifications, of which the present General Conditions are a part.
- Quality control plan:** A document issued by the Contracting Party and specifying the processes, procedures and associated resources mobilized in pursuit of the requirements of the Contract.
- Inspections schedule:** A document issued by the Contracting Party and approved by ENEL, indicating the various inspections, trials, tests and exams to be conducted.
- Acceptance at source:** A procedure under which the obligatory trials and tests for the acceptance of the material are conducted in the presence of ENEL engineers or the person/entity designated by the latter, on the premises of the Contracting Party, its subcontractor or another entity agreed upon by the Parties.
- Acceptance by protocol:** Review of the test protocols for the obligatory tests carried out by the Contracting Party, via which the engineers of ENEL or the person/entity authorized by the latter approve the shipment of the materials or decide to order confirmation of the results contained in the test protocols at Acceptance at Source.
- Quality assurance system:** A system establishing the requirements which the Contracting Party must meet for the full and efficient performance of the Contract.

**3. ECONOMIC TERMS AND CONDITIONS.**
**3.1. Price**

**3.1.1.** Unless expressly provided otherwise, the Contract price includes at least the following items for the performance of work or services:

- Direct and indirect labour
- Machinery and associated personnel
- Amortization of machinery
- Permanent and fungible materials
- Transportation of personnel, materials and resources to and from the workplace
- Installation and authorization of services
- Maintenance costs
- General expenses and industrial benefit
- Taxes, duties and levies due by law.
- Expenses incurred by the Contracting Party in scheduling, approvals and testing, inspection of materials and supervision of performance, tests, acceptance procedures and other reviews.
- Full performance of all units in conformity with the Technical Specifications and other contract documents.
- Construction, demolition and removal of temporary structures, security installations and storage areas and actions taken in compliance with the legislation on the prevention of risks and accidents in the workplace.
- Costs of performance bond, insurance and other security, as applicable.

**3.1.2.** Prices will be broken down by price of services, price of materials and taxes due under applicable legislation.

**3.1.3.** The Contracting Party shall be liable for additional costs incurred for transportation, consignments and other expenses deriving from non-compliance with the delivery and shipping conditions established in the Contract.

**3.1.4.** Materials, equipment and work not included in the Contract shall not be paid for if not previously proposed by the Contracting Party, in writing, with express indication of the price, and accepted by a duly-empowered representative of ENEL, also in writing.

**3.1.5.** The Contracting Party is obliged to accept extensions, reductions and changes to the scope of the Contract, at the agreed prices, on condition that the new prices do not jointly represent an increase or reduction of more than 20% of the value of the Contract. In this event, the new delivery time will be established by common accord of the Parties, with the Contracting Party submitting a duly-justified proposal.

**3.1.6.** If the extensions, reduction or changes proposed and justified by ENEL jointly represent an increase or reduction of more than 20% of the value of the Contract, the Contracting Party may accept or reject them, although in the latter case ENEL shall then have the right to terminate the Contract.

**3.2. Modification of prices**

**3.2.1.** In cases where a job lot not included in the Contract's schedule of prices must be carried out, the corresponding price shall be jointly determined by ENEL and the Contracting Party, with the latter submitting a duly-justified proposal in this regard, calculated on the basis of the costing of other similar lots for which a unit price is quoted.

**3.2.2.** The jointly-determined price shall be negotiated independently of the performance of the job lot to which it relates, with the Contracting Party obliged to carry out the work immediately it receives the order to do so from ENEL.

**3.2.3.** Where the Parties are unable to negotiate a price or in cases where ENEL considers it necessary, the price shall be determined in accordance with the schedules included by the Contracting Party in its proposal, which must contain the same items as those listed in clause 3.1.1.

**3.2.4.** The performance of work contracted under the mechanism provided in point 3.2.3 above is subject to the issue of a written job order by ENEL.

**3.2.5.** Personnel costs shall include the tools appropriate to each trade, and equipment for protection, safety and the correct performance of work.

**3.2.6.** Additional costs for transport, per diem allowances or retainers for the Contracting Party's personnel shall not be permitted.

**3.3. Invoicing**

**3.3.1.** The following items must be quoted separately in each invoice:

- a) Jobs contracted under the mechanism provided in point 3.2.3 above and performed in addition to the work addressed by the Contract.
- b) Previously-invoiced increments in application of the price review formulas provided by the Contract. In this case, justification for the values of the indexes applied and details of the corresponding review formula must be included.

**3.3.2.** In the event an invoice is lost, the Contracting Party may issue a copy on condition it is equivalent to the original and bears the inscription "Copy issued in replacement of lost original".

**3.3.3.** Unless otherwise stipulated in the Contract, all invoices and the applicable supporting documents must be sent to the following address:

**ENDESA GENERACIÓN PORTUGAL, S.A.**

**Quinta da Fonte, Edifício D. Manuel I, Piso 0, Ala B**

**2770-203 Paço d'Arcos**

**3.4. Conditions of payment**

**3.4.1.** Subject to the prior verification by ENEL of compliance with the contractual conditions, invoices received will be paid by the closing date indicated in the special conditions of the Contract, in accordance with applicable legislation.

**3.4.2.** In the event of delay in payment by ENEL for reasons solely imputable to the latter, the Contracting Party shall receive an additional sum in the form of interest on arrears, in accordance with the applicable legislation.

**3.4.3.** All payments made before Provisional Acceptance, in the terms stipulated by the Contract, are considered payments under the final price. If no guarantee on the faithful compliance with the Contract has been presented, for each payment the Contracting Party must submit to ENEL an economic guarantee, which meets the requirements of the present General Conditions, as a guarantee of payment.

**4. EXECUTION.**

**4.1. Inspections, tests and trials**

**4.1.1.** ENEL may inspect the materials and equipment covered by the Contract at any moment during the manufacturing process, and may inspect the performance of contracted works and services, including the materials used by the Contracting Party. This inspection may be conducted by employees of ENEL or by the persons/bodies designated by the latter.

**4.2. Quality control**

**4.2.1.** Quality control includes all actions, activities and procedures necessary for obtaining a sufficient degree of confidence that the materials, equipment, work or service addressed by the Contract comply with the conditions imposed by ENEL and by the respective technical standards where applicable.

**4.2.2.** The Contracting Party holds sole responsibility for quality control, regardless of the inspections and tests conducted/required by ENEL using its own resources or the resources of a third party. .

**4.2.3.** Before the contracted manufacturing process, work or service begins, the Contracting Party shall submit for the approval of ENEL, on the request of the latter, a Quality Control Plan (compliant with ISO 10.005 or equivalent) including the Inspections Schedule and an account of the applicable operations and procedures.

**4.2.4.** During the performance of the Contract, the Contracting Party shall comply in the strictest terms with the provisions of its Quality Assurance System and Quality Control Plan as approved by ENEL.

**4.2.5.** On completion of the Contract, the Contracting Party shall submit for the approval of ENEL a final Quality Control report prepared in accordance with the provisions of the Contract and the approved Quality Control Plan.

**4.2.6.** ENEL may demand that the Contracting Party deposit the technical documentation necessary for the manufacture of the materials and equipment addressed by the Contract with a notary. This documentation will be available to ENEL, which may use it in the event it wishes to discontinue the manufacture of a product or withdraw it from its catalogue, or in situations where the Contracting Party or its subcontractors or suppliers is/are subject to joint claims from creditors.

**4.2.7.** Compliance with the present conditions on quality control does not in any circumstances release the Contracting Party from its liability in regard to incorrect performance of the Contract.

**4.3. Conditions of delivery and reception**

**4.3.1. General**

**4.3.1.1.** If the Contract does not specify a completion date but only indicates a period for performance or delivery, this period begins on the signing of the Contract or the date of issue of the Letter of Intent or Order to Proceed.

**4.3.2. Materials and/or equipment**

**4.3.2.1.** With each delivery, the Contracting Party must accompany all final technical documentation with the test protocols established in the Contract Specifications and, where required, in the applicable technical standards.

**4.3.2.2.** To effect deliveries, the Contracting Party must send a shipping notice to the ENEL interlocutor or reception officer with the required degree of notice, indicating the following data:

- Contract reference number.
- Number of packages sent, with indication of the material contained in each. The final package of a contracted number must be indicated accordingly.
- Information on the means of transport used and/or the haulage company, with indication of the name and telephone number of a contact person.
- The date and place where the equipment or materials are made available.

The Contracting Party undertakes immediately to inform ENEL of any circumstances which alter the agreed delivery conditions.

4.3.2.3. For materials and equipment subject to quality control, and unless agreed to the contrary, the Contracting Party shall not proceed to their dispatch until it is in possession of the obligatory Authorization for Shipment after the Acceptance by Protocol or Acceptance at Source issued by ENEL. Supplies covered by a Quality Agreement regime are excluded from this requirement. However, should the Contracting Party proceed to shipment nevertheless, it shall be liable for all attendant expenses.

4.3.2.4. Except where agreed otherwise in the Contract, materials and equipment will be shipped DDP (Incoterms CCI 2010) to the destination indicated in the Contract. Terms such as delivery, property, insurance etc. shall be interpreted in accordance with Incoterm, except where provided to the contrary by the Contract.

4.3.2.5. Without prejudice to whether the delivery date is considered to be met, ENEL reserves the right to postpone the shipment or dispatch of materials or equipment. The Contracting Party shall bear the storage and insurance costs for the month following the agreed delivery date. If the shipment date is postponed for a further period, the Parties shall agree on the compensation necessary for meeting additional storage and insurance costs.

4.3.2.6. Once ENEL has received the material or equipment, a Certificate of Provisional Acceptance shall be issued, signed by both Parties and either attesting to the satisfactory outcome of the final inspections and tests or noting the circumstances in which the observed defects are to be eliminated or corrected.

**4.3.3. Work and/or services**

Once the Guarantee Period has elapsed, the Contracting Party shall notify ENEL of its expiry and request Final Acceptance.

4.3.3.1. The management of the designated works or services shall be fully responsible before the Contracting Party.

**4.4. Transfer of property and risk**

**4.4.1. Materials and/or equipment**

4.4.1.1. The Contracting Party shall be held liable for hidden manufacturing defects or faults during the Guarantee Period and until expiry of the period indicated by applicable legislation, in addition to the liabilities of a legal or other nature which may derive therefrom.

**4.4.2. Work and/or services**

4.4.2.1. The Contracting Party shall be held liable for hidden manufacturing defects or faults during the Guarantee Period and until expiry of the period indicated by applicable legislation, in addition to the liabilities of a legal or other nature which may derive therefrom.

**5. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING**

**5.1.** Under no circumstances shall legal relations be held to exist between ENEL and subcontractors or licensees. The Contracting Party remains in all cases liable for the activities of the aforementioned subcontractors and licensees, and for compliance with the contractual, legal and fiscal obligations deriving from the performance of its work; and for the losses and damages caused to ENEL by a subcontractor or licensee, or its agents, consultants or employees.

**5.2.** ENEL shall not be held liable in regard to subcontractors or licensees or their personnel for claims deriving directly or indirectly from the Contract, in light of which the Contracting Party undertakes and promises ENEL to do everything in its power to prevent such claims from being filed and/or actioned. Consequently, the Contracting Party shall be liable before ENEL and fully exempts the latter from responsibility in judicial or extrajudicial actions or procedures filed against ENEL by a subcontractor or licensee or its personnel. The above exemption covers the amount ENEL is requested to pay, plus the expenses and costs, of any nature, incurred by ENEL as a consequence of the claim. Non-compliance by the Contracting Party with the provisions of this paragraph shall be considered a serious violation which entitles ENEL to terminate the Contract due to violation by the Contracting Party, without prejudice to other legal recourses at the disposal of ENEL.

**5.3.** In the event of assignment of the Contract or subcontracting, the Contracting Party undertakes to obtain from licensees or subcontractors their prior acceptance of its obligations before ENEL deriving from all contractual, legal, labour-related, confidentiality-related and safety-related conditions; the respective comprobatory documents must be presented.

**5.4.** Under the provisions given above, ENEL may at any time inspect and oversee the work or manufacturing process of licensees or subcontractors and monitor their compliance with their obligations. Subcontractors and licensees must cooperate with ENEL in every aspect (documents, reports, unimpeded access to its factories, workshops and premises etc.).

**5.5.** ENEL reserves the right to reject subcontractors or licensees it does not wish to retain during the course of work.

**6. ASSIGNMENT OF RIGHTS AND CREDITS**

ENEL may, simply by notifying the Contracting Party of its intention to do so, assign its accounts receivable and payable under this Contract to another company in the ENEL Group. The Contracting Party may not assign its accounts receivable and payable under this Contract to any singular or collective person without the prior and express consent of ENEL.

**7. GUARANTEE PERIOD**

**7.1.** The guarantee period starts on the day the Certificate of Provisional Acceptance is signed. During the guarantee period, the Contracting Party must correct all defects in the work.

The guarantee period varies in accordance with the type of defect, as described below:

- a) 5 (five) years, in the case of construction work;
- b) 12 (twelve) years, in the case of defects relating to equipment assigned to work, but detachable therefrom.

**7.2.** If the Certificate of Provisional Acceptance has not been signed, the Guarantee Period shall commence with the acceptance by ENEL of the delivery of the material, or the Contracting Party's notification of completion of work and submission of documentation to ENEL for the processing of the administrative authorization for commissioning to begin, as applicable.

**7.3.** If the Guarantee Period expires before at least 6 (six) months have elapsed since the entry into operation of the principal ENEL installation to which it applies or which the Contract addresses, the Guarantee Period shall be automatically extended until the aforementioned 6 (six) months have elapsed, except where the material or equipment supplied by the Contracting Party has been repaired or replaced, in which case it shall be guaranteed for a period equal to the initial Guarantee Period. In no circumstances may this entail additional costs for ENEL.

**7.4.** Once the Guarantee Period has expired and Final Acceptance has been declared, ENEL may, for its own benefit, acting directly or through third parties, freely modify or alter the material or equipment addressed by the Contract, or the structures built or installations assembled, including those protected by licence, patent or other form of industrial property in favour of the Contracting Party, and in all cases preserving due confidentiality.

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

**8.1.** The Contracting Party shall comply with applicable legal, labour and contractual requirements, and with the Social Security provisions relating to the jobs for which it is responsible.

- To this effect, ENEL shall oversee compliance with the obligations provided herein, and shall provide the Contracting Party with the respective comprobatory documents. The present appendix lists all the documents to be submitted by the Contracting Party at the times indicated, and in accordance with the criteria established by ENEL.
- All required documents must be sent to ENEL preferably by telematic means, via a computer system designated for this purpose, so that in the event of the aforementioned telematic means cannot be used or in the event of circumstances which so require, only alternative means of transmission which provide a reliable proof of reception can be used.
- The Contracting Party also undertakes to provide ENEL with monthly statistics on the activity performed under the contractual relationship.

### **8.2. Legal and labour-related obligations**

#### **A. Documents to be submitted by the Contracting Party together with its proposal:**

1. Photocopy of CORPORATE TAX NUMBER (NIPC)/EXTRACT FROM REGISTER OF COMPANIES AND MEMORANDUM OF ASSOCIATION, for corporate entities, or taxpayer identification number (NIF), for natural persons.
2. DOCUMENT ATTESTING TO the implementation of ISO 9000 or ISO 14000 quality system, as applicable.
3. DOCUMENT ATTESTING TO holdership of industrial or intellectual property rights, as applicable.
4. CERTIFICATE declaring the non-existence of SOCIAL SECURITY debts, issued by the latter.
5. CERTIFICATE attesting to the bidder's regular situation in regard to payment of all TAXES AND FISCAL DUTIES to which it is liable by virtue of its corporate configuration and business activities, including Corporation Tax (IRC), issued by the Portuguese tax authorities.
6. THIRD-PARTY AND CIVIL LIABILITY INSURANCE

The above documents must be submitted by the bidder along with its proposal, except where it has recently participated in another competitive tendering process for ENEL which is still in effect and complies with the requirements of the new tendering process. In this event it shall not be necessary to resend the documents, although bidders should quote the reference of the tendering process under which they previously submitted the aforementioned documents to ENEL.

Similarly, if the Contracting Party has already sent the documents via any medium made available by ENEL for this purpose, it shall not be necessary to do so again, although in this case the bidder should indicate the medium used.

#### **B. Recruitment via temporary employment agencies**

Where work is contracted via temporary employment agencies, the latter must submit the following documents along with their offers and the documents indicated above:

1. Licence to operate as a temporary employment agency
2. Proof of regular payment in regard to obligations to the Portuguese tax and social security authorities.
3. Proof of placement of performance bond, as required under applicable law.

#### **C. Documents to be submitted before the Contract is signed:**

1. A valid power of attorney on behalf of the person or persons signing in the name or on behalf of the Contracting Party. ENEL shall retain a photocopy of the power of attorney.
2. DOCUMENTS attesting to the bidder's possession of the corresponding ADMINISTRATIVE AUTHORIZATIONS or LICENCES, where required for the activity contracted with ENEL.
3. Document attesting to occupational insurance taken out with a professional association or with Social Security, as necessary, and vehicle insurance data, as applicable.
4. PERMIT to carry out CONSTRUCTION work or PROOF OF REGISTRATION WITH THE INSTITUTO DA CONSTRUÇÃO E DO IMOBILIÁRIO (INCI), for contracts involving construction work.
5. Designation of the Contracting Party's officer in charge of liaison with the principal company.



The above documents must be submitted by the bidder along with its proposal, except where it has recently participated in another competitive tendering process for ENEL which is still in effect and complies with the requirements of the new tendering process. In this event it shall not be necessary to resend the documents, although bidders should quote the reference of the tendering process under which they previously submitted the aforementioned documents to ENEL.

Similarly, if the Contracting Party has already sent the documents via any medium made available by ENEL for this purpose, it shall not be necessary to do so again, although in this case the bidder should indicate the medium used.

**D. Documents to be submitted by the Contracting Party after the signing of the Contract and before performance of the work:**

1. A specific prevention plan for the contracted work or service, addressing: general and specific risks, risk assessment, protective measures (collective and individual), prevention schedule for the work to be performed and sequence of work.
2. Designation of the Contracting Party's prevention officer.
3. A list containing the names of employees of the Contracting Party providing services in the performance of the Contract, indicating their occupational category, tax number, social security number, type and duration of employment contract, and identifying employees subject to especially hazardous conditions as provided in the Labour Code and corresponding legislation.
4. Proof that the aforementioned employees were registered with Portuguese social security on the date work began.
5. Residency permit, work permit, permit of stay or other document for employees who are not citizens of a European Union member state.
6. Proof of adequate training in Health, Safety and Hygiene in the Workplace (HSHW) in relation to the occupation in question and the exercise of hazardous work, in accordance with applicable legislation.
7. Proof that employees have been issued with personal protective equipment as and when required for the task to be performed.
8. Medical certificate attesting to fitness to perform the task in question.
9. A report containing the necessary information on the general and specific risks present in the place where the task is to be performed, and proof that the information has been transmitted to employees.
10. Proof that employees and the Autoridade para as Condições de Trabalho (ACT - Authority for Working Conditions) have been issued with information relative to HSHW, in accordance with the provisions of the Labour Code.
11. Designation of the Contracting Party's interlocutor or representative vis-à-vis ENEL.
12. Indication of the Contracting Party's employee designated as HSHW officer.
13. Record of work and Social Security inspections.
14. Certificate attesting to the reception of sufficient information of the general and specific risks present in the place where the task is to be performed, and certificate attesting to the transmission of this risk information to employees.
15. In the event of assignment or subcontracting, the probatory documentation must accompany the prior acceptance of the contractual conditions by the assignee or subcontractor, in accordance with the General Conditions.
16. The remaining documents required under the General Conditions and the present Appendix.

This documentation will be submitted to ENEL at least 24 (twenty-four) hours before the contracted work begins, except for proof of Social Security registration, which may be submitted on the day work begins.

ENEL or its representative in charge of the work or service shall expressly indicate to the Contracting Party the department or office to which it must submit the documentation.

**E. Documentation which the Contracting Party must submit during the performance of the Contract.**

**Immediately:**

1. Arrivals and departures of employees working on the Contract must be declared immediately after their arrival/departure, or on the following working day at the latest.
2. A copy of the declaration of commencement of trading activity filed with the ACT, where applicable.
3. Immediate notification of the ENEL interlocutor of accidents, incidents and risks via the Contracting Party's company.
4. For subcontractors, a document declaring that the subcontractor undertakes to meet all the obligations deriving from the Contract as if it was the principal Contracting Party.

**Monthly** The following information must be sent to the Joint Prevention Office of ENEL every month:

1. Total number of hours worked by the personnel of the Contracting Party and its subcontractors, per day and per week, with indication of the times they started and stopped working.
2. Total number of accidents (broken down by fatal and non-fatal accidents), and accidents sustained by the Contracting Party and its subcontractors in relation to the Contract.

3. Number of accidents and incidents related with power lines sustained by the Contracting Party and its subcontractors.
4. Number of accidents and incidents related with excavation and drilling-based extraction work sustained by the Contracting Party and its subcontractors.
5. Number of accidents and incidents related with gas or explosive products sustained by the Contracting Party and its subcontractors.
6. Number of accidents and incidents sustained by the Contracting Party and its subcontractors related with exposure to hazardous substances, i.e. biological agents, carcinogenic substances, use of asbestos, exposure to lead or other chemical agents or substances, ionizing radiation or noise.
7. Number of fatal accidents sustained by the Contracting Party or its subcontractors.
8. Total days of work lost by the Contracting Party or its subcontractors for any reason.

#### Quarterly

1. Proof of compliance with obligations relating to Portuguese Social Security declarations and contributions for the month previous to submission.
2. A declaration, where necessary, by the Contracting Party's legally-empowered representative certifying that its subcontractors are in compliance with their salary obligations towards their employees, their Portuguese Social Security declarations and contributions, and their duties in matters of HSHW, in accordance with applicable legislation.
3. Social Security pay slips of employees who have worked on the performance of the Contract.
4. A declaration attesting compliance with salary obligations towards the employees designated in the Contract, signed by the employees or their representatives.
5. Copies of the documentation required of the Contracting Party, referring to the subcontractor.

This documentation must be submitted to the ENEL installations where the contracted work is being carried out.

ENEL or its representative in charge of the work or service shall expressly indicate to the Contracting Party the department or office to which it must submit the documentation.

In the event the Contracting Party fails to provide the documentation listed above and/or fails to notify ENEL of the existence of the situations addressed in the body text of the General Conditions, and such failure entails a financial obligation for ENEL, the latter may lawfully impute the financial obligation to third parties and/or suspend payments until the affected third parties or ENEL are compensated for the financial obligations of the Contracting Party, with ENEL entitled to make payments on behalf of the latter.

All documentation listed in the above paragraphs must preferably be sent to ENEL by telematic means, via computer transmission or a channel specially created for such a purpose. In the event the documents cannot be submitted telematically or where special circumstances so require, they may only be sent via a channel which offers sufficient proof of their reception.

### **8.3. Incompatibilities**

The Contracting Party undertakes not to use, for the performance of the Contract, the services of employees whose employment contracts have expired for reasons of retirement or early retirement from ENEL companies, provided within the scope of a labour or commercial relationship, either personally or via an entity with which they maintain a working, commercial or property relationship, or via third parties, except where expressly authorized by ENEL.

Similarly, the managing director or controlling shareholder of the Contracting Party may not be an employee, an employee entering retirement or a retired employee of an ENEL company, except where expressly authorized by the latter.

Violation of any of the above commitments constitutes grounds for the resolution of the Contract.

### **8.4. General provisions on health and safety in the acquisition of materials and/or equipment for the contracting of works and/or services**

#### **8.4.1. Compliance with regulations and standards**

The Contracting Party shall comply with all legal provisions on the prevention of occupational risks, as provided in the Labour Code and respective legislation, and with all other legal and contractual regulations containing specific requirements on the adoption of preventive measures in the workplace, or which can be applied to such a context.

#### **8.4.2. Organization of work**

The Contracting Party is responsible for organizing the aspects of work and safety involved in the acquisition of materials and/or equipment, and shall appoint a person of proven competence as officer in charge of managing, supervising and coordinating their organization (working with the managers appointed by other contractors, as required, or with ENEL personnel in charge of organizing work and prevention activities, including personnel from the Joint Prevention Office of ENEL).

#### **8.4.3. Preventive organization**

The Contracting Party shall implement a preventive organization mechanism in accordance with the general principles of protection contained in the Labour Code and respective legislation, working with the protection and medical assistance services to prevent accidents in the workplace.

#### **8.4.4. Personnel of the Contracting Party**

The Contracting Party shall guarantee the safety and protection of the workers in its service in all aspects related with the



performance of work. In this regard, and under its sole responsibility, it shall take the necessary measures relating to risk assessment, preventive planning, training and risk awareness, conduct in the event of emergency or serious and imminent risk, supervision of the health of the personnel in its service, and all other necessary measures.

#### **8.4.5. Coordination of trades**

Where the Contract involves work to be carried out on the premises of ENEL, the Contracting Party shall prepare a Prevention Plan for the work. The Prevention Plan shall address general and specific risks, risk assessment, protective measures (collective and individual) to be implemented, a prevention schedule for the work to be performed, and sequence of work.

Where various contractors are participating in the performance of the work, each Contracting Party, depending on the nature of the work it carries out and the provisions of applicable legislation, shall cooperate with the others in regard to protection, health and safety, each acknowledging its obligations and taking responsibility for their violation.

ENEL shall indicate the means and methods of coordination between trades it deems best suited to ensuring the contractors receive adequate information and instructions on the existing risks, on the respective prevention and protection measures, and on conduct in the event of emergency, passing the information and instructions on to their employees.

Each Contracting Party shall inform ENEL of the risks inherent to the work it is carrying out and which may constitute a risk not only to its own employees but to those of other contractors or third parties as well, and of the protective measures to be taken.

#### **8.4.6. Hazardous work**

In the event the installation by the Contracting Party of the material or equipment supplied, or the performance of work or services on behalf of ENEL, involves hazardous work which exposes workers to any of the risks expressly cited in the applicable legislation, i.e. exposure to ionizing radiation, carcinogenic, mutagenic or toxic agents, chemical substances, biological agents, explosive materials, open-cast or underground extraction, underwater work, construction work involving the risk of falls from height or landslide, production of gases, electrical power lines, silica dust, use of asbestos, fire risk or noise or vibration, inter alia, ENEL may request that the Contracting Party provide all the legally necessary information on the health surveillance of its workers, with the objective of ensuring compliance with the applicable legislation on health, safety and hygiene in the workplace and the prevention of occupational risks. In the occurrence of any of the aforementioned circumstances, the Contracting Party shall submit the following documents to ENEL before installation of the supplied materials and equipment begins:

- A list of the names of employees exposed to the risks cited above, with date of their most recent medical check-up.
- The medical office which performed the check-up.
- A declaration attesting to the employee's fitness to work on installation.

#### **8.4.7. Reports of accidents, incidents and risks.**

Whenever an accident occurs in the course of its activities, even where there are no victims, the Contracting Party has the exclusive obligation to notify ENEL's officer in charge of the Contract, completing the accident declaration forms provided by ENEL or using its own forms where the latter are not available. Where ENEL requests, the Contracting Party shall conduct an additional investigation detailing the causes of the accident and the preventive measures adopted.

The Contracting Party shall also inform ENEL of serious accidents occurring during the performance of the Contract.

Where ENEL opens an inquiry into the causes of an accident, the Contracting Party must cooperate as much as possible with the inquiry, providing all information and solutions requested of it.

All instructions relating to the prevention of occupational risks issued by ENEL's officer on the worksite or installation must be immediately followed by the personnel the instructions are issued to. Where related with the violation of established regulations or guidelines, they may give rise to a penalty proportionate to the gravity of the infringement.

In an endeavour to constantly improve safety conditions in the workplace, the personnel involved in the contracted work must make the suggestions they hold appropriate to their superiors. In accordance with the communication procedure established for each case, these suggestions are forwarded to ENEL's officer in charge of the job or service. The actions to be taken in light of the information shall be decided by the Contracting Party's officer and, where necessary, shall be submitted for the approval of ENEL's officer in charge of the job or service.

#### **8.4.8. Training**

The Contracting Party shall guarantee and, as applicable, certify to suitable theoretical and practical training on the risks inherent to the activity to be performed and the training of its personnel in Health, Safety and Hygiene in the Workplace, Prevention and First Aid, notifying the ENEL officer of the actions taken for the delivery of materials and/or equipment and/or job or service.

## **8.5. Special provisions on health and safety in the workplace relating to materials and equipment**

### **8.5.1. Safety conditions**

The Contracting Party must comply with applicable legal requirements on the safety of the machinery, equipment and products it supplies to ENEL.

The Contracting Party shall ensure that the machinery and equipment supplied to ENEL does not constitute a hazard to workers on condition it is always used in the conditions, manner and for the purposes recommended.

The Contracting Party shall provide ENEL with information on correct use by workers, additional preventive measures to be taken, and occupational risks posed by the machinery and equipment supplied, both under normal operating conditions and when used or handled incorrectly.

### **8.5.2. Acquisition of machinery**

In the event of the acquisition of machinery, the Contracting Party shall ensure ENEL of its compliance with the requirements governing such machinery under applicable legislation and in accordance with Directive 98/37/EC on the approximation of the laws of the Member States relating to machinery (replaced on 29 September 2009 by Directive 2006/42/EC).

The operating manuals for the machinery or equipment which the Contracting Party delivers to ENEL must contain all of the specifications required by law, and particularly instructions for the following to be performed with an admissible level of risk: activation or start-up, use, maintenance, installation, assembly, dismantling, regulation, conservation (conservation and repair), learning instructions and counter-indications for use of the equipment.

### **8.5.3. Acquisition of chemical products and substances**

The Contracting Party must supply ENEL with chemical products and substances which are correctly packaged and labelled, enabling them to be stored and handled in conditions of safety and clearly identifying their contents and the risks their storage or use poses to the health and safety of workers.

Where the Contracting Party supplies ENEL with chemical products which may pose a risk to workers in terms of their composition and handling, or where such products are classified under the regulations as toxic, harmful, flammable, explosive, corrosive, carcinogenic, radioactive etc., the Contracting Party shall inform ENEL of the risks which their use or application entails, and of the preventive measures for eliminating or controlling the risk. Where such products are considered to be hazardous under the applicable legislation, the Contracting Party shall inform ENEL of the identity of its Safety Advisor with the objective of coordinating action designed to protect health and safety.

The Contracting Party must notify ENEL of the acquisition of materials containing metal or organic dust, asbestos, silica or other substances likely to pose a particularly hazardous risk to workers and installations.

The Contracting Party shall ensure ENEL of its compliance with the legislation applicable in each case for the protection of workers against risks related to exposure to carcinogenic or mutagenic agents during their work (such as benzene, vinyl chloride and hardwood sawdust, among others) when it supplies substances or products classified as carcinogenic agents or where ENEL is required to apply the procedures indicated in the applicable legislation for the particular supply.

### **8.5.4. Acquisition of installations, apparatus and instruments**

Where the Contracting Party supplies ENEL with installations, apparatus or instruments, it must ensure these are in conformity with applicable legislation and must inform ENEL of the risks involved in their use and application, as well as the preventive measures for the elimination or control of the risks.

In the acquisition of personal protective equipment (PPE) and collective protective equipment, the Contracting Party ensures ENEL of the efficacy of the equipment on condition it is installed and used in the recommended conditions and form.

The Contracting Party shall inform ENEL of the types of risk addressed by the equipment, the level of protection it offers, the correct way to use and preserve it and, more generally, of all special obligations provided under the applicable legislation.

### **8.5.5. Other special provisions**

Depending on the conditions of acquisition of materials and/or equipment, ENEL may require the Contracting Party to manage aspects of organization and planning (plans, regulations, safety procedures etc.) and the coordination measures which are legally required or which it deems appropriate for ensuring safety at every phase of the delivery of materials and equipment.

As described above, ENEL may demand that the Contracting Party comply with other requirements on the prevention of occupational risks which complement, replace or refine earlier requirements.

## **8.6. Special provisions on health and safety in the workplace relating to work and services**

### **8.6.1. General**

Except where exempted from doing so by ENEL, the Contracting Party will dispatch an organizing officer to the place of work or service, with a sufficient degree of advance, to organize and prepare its implementation.

The Contracting Party's manager in the structures or installations of ENEL must liaise with the manager of ENEL or the person designated by the latter with the objective of coordinating work and aligning it with the regime, organization and global schedule of the work or service, in accordance with the provisions of ENEL.

ENEL's works manager shall remain in permanent contact with the Contracting Party, working to correctly apply safety measures for all jobs.

For its part, and contributing to the aforementioned mission, the safety detail at the work or installation established by the Contracting Party shall be in close communication with the Joint Prevention Office of ENEL. The Contracting Party's safety detail shall take special care to ensure its personnel and the personnel of its subcontractors comply with the risk prevention regulations contained in its prevention plan for the contracted work or service.

Unless indicated to the contrary, before work begins the Contracting Party shall submit to ENEL the Prevention Plan it has specially prepared for the contracted work or service. If ENEL is not in agreement with this Plan, the Contracting Party must modify it, with the Contract remaining ineffective until such modifications have been made according to the indications of ENEL.

For purposes of guidance and in a general sense, the special Prevention Plan submitted by the Contracting Party to ENEL for the contracted works or services must contain the following items at a minimum:

- Object and scope of application
- Works or services to be performed:
  - Description of the work or service.
  - Expected risks: description, eliminating non-identifiable risks from its assessment.
  - Specially hazardous risks
  - Protection and preventive measures
  - Prevention schedule for the work to be performed
- Place of performance of the work or service:
  - Description of conditions
  - Expected risks: description, eliminating non-identifiable risks from its assessment.
  - Existence of specially hazardous risks
  - Protection and preventive measures
- Working methods to be used in the performance of the work or service:
  - Expected risks: description, eliminating non-identifiable risks from its assessment.
  - Specially hazardous risks
  - Methods for specially hazardous tasks
  - Protection and preventive measures
- Safety detail in work or installation.
- Safety regulations to be applied, especially internal procedures.

The revision by ENEL of the Prevention Plan does not release the Contracting Party from its legal obligations in matters of Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks.

Before work begins, the Contracting Party must inform its personnel of the contents of the risk assessment for the various tasks addressed by its Prevention Plan. Each worker will receive a description of the job to be performed, the most relevant phases of the job in sequential order, the risks identified for each phase, the individual and collective prevention measures which must be adopted, and any additional safety instructions which may be necessary.

ENEL's manager shall issue written confirmation that the workers have been informed as described above, indicating the issues addressed and the technical briefing of personnel, and with the signatures of the personnel briefed.

#### **8.6.2. Conduct during the performance of the work or service**

The Contracting Party shall at all times ensure that its personnel complies with all regulations and measures for the prevention of occupational risks imposed by applicable legislation or advisable in terms of prudence to prevent the occurrence of accidents, losses and damages to third parties, or criminal or administrative infractions, for which the Contracting Party shall be held solely and directly responsible, notwithstanding the rights and powers conferred on ENEL by this document.

In particular, the Contracting Party undertakes to comply with all measures for the prevention of occupational risk and for the coordination of work of the different trades as notified by ENEL, with regard both to the specifications and technical conditions indicated for bids and to the Contract or Request, or any other documents issued before work starts and/or during its performance.

The Contracting Party's work/installation manager shall closely comply with all aspects relating to Health, Safety and Hygiene in the Workplace and to the preservation of the environment, and is responsible for the discipline and order of its personnel and the personnel of its subcontractors, where these exist.

For each phase of the work or service, it must examine the work to be performed to identify the risks inherent to the job and take the appropriate measures to eliminate or control them. It shall order investigations into accidents and incidents, determining the facts and causes and proposing measures for eliminating, reducing or controlling such accidents/incidents.

### 8.6.3. Safety detail

The Contracting Party shall organize the safety detail required by the work in such a way that one of its Safety Officers is always present with the workers. ENEL must be informed of their particulars and qualifications in Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks before work begins or at an earlier date if it expects to delegate functions in the event of absences or the replacement of personnel.

### 8.6.4. Coordination of trades

Where various Contracting Parties must simultaneously perform a task, job or service, they must cooperate in the application of requirements on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks, each acknowledging its obligations and taking responsibility for their violation.

### 8.6.5. Application of and compliance with the Prevention Plan

Relations between the Contracting Party and ENEL in regard to the application of the Prevention Plan are governed by the legislation on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks, as applicable in each time and circumstance, and by the counsel of good practice and experience in accordance with the characteristics of the work or service to be performed. The Contracting Party therefore undertakes to cooperate to every reasonable degree with ENEL in protecting the health and physical integrity of its workers.

Thus:

- The Contracting Party shall inform ENEL of the name of the person in charge of safety in each task, and of their respective training.
- Every month, the Contracting Party shall carry out an inspection of safety materials and equipment, including platforms, scaffolding, barriers, lifting gear and accessories etc., providing ENEL with a detailed report on the matter. This report must be submitted at the start of work, and every month thereafter during the validity of the Contract or Request.

If necessary, the inspection of working conditions (described above) may be carried out by ENEL.

### 8.6.6. Hazardous work

- Where the contracted work or service requires the performance of activities such as:
- Work at height;
- Work related with mining, excavation and earthmoving;
- Work requiring the use of explosives;
- Activities in which high-risk chemical products are used;
- Work involving electrical hazards;
- And in particular, the especially hazardous activities indicated in 8.4.6 of the present Appendix.

In its Safety and Prevention Plan for the work or service, the Contracting Party shall define the preventive measures implemented to address the risks inherent to each task, and shall comply with all regulatory and legal requirements on especially hazardous activities.

### 8.6.7. Other provisions

#### A. Inspections and conservation work

Where the contracted works or services include conservation activities carried out on a routine basis in Production and Distribution Centres (mechanical and electrical conservation of installations, industrial cleaning of buildings etc.), ENEL shall require the Contracting Party to submit a Prevention Plan addressing the work to be carried out, before work begins. In this regard the Contracting Party shall comply where applicable with all legal requirements on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks, and with the requirements indicated in this document for especially hazardous work.

Where the Contracting Party carries out periodic inspections and conservation work in the installations of ENEL, it must comply with the "Prevention Plan and Coordination of Activities" (a prevention plan for ENEL Group inspectors working on the conservation of installations etc.) governing the work of the various Contractors.

ENEL shall inform the Contracting Party of the safety requirements and specifications it must meet as part of the aforementioned plan. These obligations shall be fulfilled without detriment to its compliance with the applicable legislation on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks.

#### B. Drilling-based construction/extraction activities, open-cast or underground

For works and services which are covered by the provisions of Decree-Law no. 324/95 of 29 November (in its current wording) on minimum requirements on Health and Safety in the Workplace applicable to open-cast and underground drilling-based extraction industries, the Contracting Party shall meet all the requirements contained in this legislation in every applicable aspect.

ENEL shall include in its request for proposal the mandatory systematic Health and Safety survey. The Contracting Party, in compliance with the Health and Safety survey, shall prepare a Health and Safety Plan and submit it to ENEL before work begins.

**C. Temporary employment agencies**

Where ENEL contracts works or services in which there participate workers with a temporary or fixed-duration contract, or workers belonging to temporary employment agencies, these workers must enjoy the same level of protection in matters of Health, Safety and Hygiene in the Workplace as the other workers of ENEL in the place where work is performed.

In view of the above provisions, where workers from temporary employment agencies participate in the work or service, the Contracting Party must comply with the provisions of the Labour Code, the legislation underlying it, and other applicable legislation in regard to the Health, Safety and Hygiene in the Workplace of these workers.

ENEL will inform the temporary employment agency of the risks to which its workers will be exposed, of the need for certain occupational qualifications or skills, the need for special medical checks and the existence of risks specific to specific tasks. The Contracting Party shall make sure the workers are adequately and sufficiently briefed on the work or service to be performed.

**D. Independent workers**

Independent workers holding a service provision contract shall be considered as contracted personnel for purposes of the application of the legal requirements on Health, Safety and Hygiene in the Workplace. ENEL requires compliance with the safety plans and procedures appropriate to the activity being performed.

**E. Transportation of hazardous materials**

Where the Contracting Party is contractually required to transport materials considered as hazardous under the applicable legislation, it must inform ENEL of the name of its Safety Officer so that action designed to protect the health and safety of workers can be coordinated.

**F. Repair of equipment belonging to ENEL**

The Contracting Party undertakes to repair equipment in compliance with the safety requirements contained in the equipment repair and conservation manuals provided to it by ENEL.

**G. Additional special provisions**

Depending on the nature of the work or service to be performed, ENEL may require the Contracting Party to manage aspects of organization and planning (plans, regulations, safety procedures etc.) and the coordination measures which are legally required or which it deems appropriate for ensuring safety at every phase of the work or service.

ENEL may demand that the Contracting Party comply with special requirements on the Prevention of Occupational Risks which complement, replace or refine earlier requirements.

**8.7. Infringement, penalties and liability**
**8.7.1. General provisions**

In the event ENEL observes that the Contracting Party is not complying with the agreed or legally-established measures on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks, the competent ENEL officer shall declare the immediate suspension of work. The Contracting Party shall take the necessary action for protecting the integrity of persons and property, at its own expense. The ENEL officer will also establish a suitable closing date for rectification of the infringement. Where the Contracting Party fails to make the necessary changes before the established closing date for doing so, ENEL may take measures to rectify it, at the expense and liability of the Contracting Party, with ENEL incurring no liability for doing so. Situations whose risk level constitutes an imminent danger must be immediately rectified as instructed by ENEL.

Where the facts described in the previous paragraph result in delays in the performance of work, the Contracting Party shall take the necessary measures to recover the delay, without extension to the agreed performance times.

ENEL may require the Contracting Party to take all necessary measures for preventing the re-occurrence of the infringement of the regulations and procedures on Health, Safety and Hygiene in the Workplace by the Contracting Party or its workers.

As part of a "ZERO tolerance" approach to occupational accidents, if an investigation into an accident, incident or serious infringement detected during occupational health and safety inspections or in the course of work finds that the workers of the contracting companies have violated working procedures or the instructions on occupational health and safety issued to their employers by ENEL, or have acted carelessly or without the due attention, the Contracting Party undertakes by mandate of its managerial powers not to assign to these workers any other works or services performed for ENEL. To avoid bad practice in the prevention of occupational accidents, ENEL shall not allow these workers to access the areas/installations where work is being performed.

As an additional occupational health and safety measure, contracting companies must issue their employees with copies of ENEL's "Occupational Safety Policy" (which is also available at [www.endsa.com](http://www.endsa.com) - section Suppliers/Occupational Health and Safety), which must also be consulted in the event of grave and imminent danger. The Contracting Party is reminded that workers have an obligation to immediately report all accidents, incidents and risk situations, and must inform its employees accordingly.

**8.7.2.** Violation of requirements on Safety, Health and Hygiene in the Workplace, Prevention of Occupational Risks, the special Prevention Plan for the Work or Service, and the Safety, Health and Hygiene in the Workplace Plan.

**A. Criterion for determining defects**

In regard to safety defects, ENEL shall take into consideration, in a general sense, violation by the Contracting Party of legal requirements on Health, Safety and Hygiene in the Workplace and Prevention of Occupational Risks, as well as other applicable legal provisions.

Also taken into consideration are: the gravity of the facts, the number of workers exposed to risks (possibility of multiple accidents) in the omission by the Contracting Party to take preventive measures, and violation of Prevention Plans or additional/alternative measures imposed by the Contracting Party.



**B. Penalties**

On the basis of the above criteria, violation by the Contracting Party shall be considered a violation of the Contract or Request, which consequently entitles ENEL to adopt certain of the following measures, depending on the gravity of the violation:

- Verbal or written reprimand of the Contracting Party.
- Partial or total suspension of work until the defects have been remedied.
- Resolution of the Contract or Request in the event of re-occurrence, or where the regulations violated are considered to be of fundamental importance for ENEL and for good practice.
- Removal of the Contracting Party's status as a suitable supplier of ENEL.

**C. Bonuses**

As an incentive to companies which scrupulously comply with the applicable regulations, ENEL may establish a bonus and sanctions system.

**8.8. Penalties for violation of regulations on the protection of health and safety in the workplace.**

Without prejudice to its right to resolve the Contract, and without prejudice to its right to claim for losses and damages in regard to violations of the regulations on the protection of health and safety in the workplace, ENEL will have the right (at its sole discretion) to impose the following penalties on the Contracting Party, subject to its prior notification by registered mail:

- a) 500.00 EUR (five hundred euros) for each violation considered to be "SERIOUS", according to the table in clause 11 of the General Clauses of the present General Conditions.
- a) 1000.00 EUR (one thousand euros) for each violation considered to be "VERY SERIOUS", according to the table in clause 11 of the General Clauses of the present General Conditions.

If the violations mentioned in items a) and b) cause accidents or personal injury, ENEL reserves the right to impose (at its sole discretion) a penalty of up to 2% (two percent) of the total value of the Contract and in no cases lower than 1000.00 EUR (one thousand euros).

**9. PERSONAL DATA PROCESSING.**
**9.1. Legal foundations, methods and purpose of processing**

All definitions given in the present Contract expressly refer to EU Regulation 2016/679/EU (hereinafter GDPR). In compliance with the provisions of GDPR and Law no. 67/98 of 26 October ("Protection of Personal Data") in its current version, the personal data reciprocally acquired during the award of the Contract and the data processed (i) for purposes related exclusively with the management and performance of the present Contract; (ii) for purposes of compliance with legal obligations or (iii) for purposes of promoting business services is processed automatically and in paper format.

This data will be stored during the lifetime of the Contract and after its expiry for a period not exceeding the limits indicated in applicable legislation.

The Parties agree on the following:

- The acquisition of all data occasionally requested for purposes of the award and performance of the Contract is an essential pre-requirement for the award of the Contract;
- Personal data which is acquired and processed may be transmitted to subsidiary or affiliate companies of ENEL S.p.A., and may not be communicated or disclosed to third parties except in the cases permitted by law. Additionally, personal data which is acquired and/or processed may also be transmitted to third parties appointed as subcontractors, and to personnel in charge of checking and verifying all documents relating to the Contracting Party;
- If the Contracting Party is a natural person (and/or a related entity such as representative, manager etc.), they may exercise the rights established in articles 10-13 of the Protection of Personal Data Act and articles 15-21 of the GDPR in regard to the existence and processing of their personal data;

The data processor is the client company of the ENEL Group in the person of its legal representative (hereinafter ENEL).

- The subcontractor is the interim director of the Global Procurement division of Enel Italia Srl, with registered office at viale Regina Margherita, 125, 00198 Rome.

**9.2 Appointment as external subcontractor**
**9.2.1. Obligations of external subcontractors**

Under the present Contract and for the full duration of its validity, ENEL - as data processor - appoints the Contracting Party, under the terms of art. 16 of the current version of the Portuguese Protection of Personal Data Act, and under the terms of art. 28 of the GDPR as subcontractor during the performance of the present Contract. The Contracting Party undertakes to comply with all the obligations provided here and with all obligations deriving from law and the instructions issued by ENEL, which will monitor and verify compliance with such instructions.

In particular, in view of the fact that the Contracting Party, in light of its declared experience, capacities and reliability, has presented guarantees on the full compliance with the regulations on the protection of personal data, especially the new European requirements (GDPR), its obligations and responsibilities are defined as follows:

- a) It may only process personal data on the written instruction of ENEL, which specifies the type of personal data and the categories of data subjects;
- b) It must ensure that persons authorized to process personal data undertake to keep this data confidential and not to transmit it to third parties or to disclose news, information and personal data to which they are privy as part of their



operations or in the performance of the Contract, except in situations where they are required to do so by law or have received prior authorization to do so from ENEL;

- c) It must guarantee that the persons responsible for processing data comply with the provisions of the applicable legislation and the instructions issued by ENEL;
- d) It must implement all the security measures defined in art. 32 of the GDPR and all other preventive measures advisable in light of experience and recognized to be good practice, considered appropriate for preventing the illegal or prohibited processing of data, or the processing of data which is not in accord with the purpose of data processing as defined above. The Contracting Party must ensure an adequate level of cooperation in adopting the aforementioned security measures, and must immediately report cases of violation and conduct an impact assessment on data protection with the objective of guaranteeing the confidentiality and security of data and minimizing the risk of accidental loss or destruction of the data;
- e) It may not contract an additional subcontractor without the prior written consent of ENEL;
- f) Every year, it must provide ENEL with a list of the places where the data processed under the present Contract is stored;
- g) It must not store data in, or transfer data to, a country or organization based outside of the European Union without the prior consent of ENEL, except where such action is required by the European Union or by national legislation. In this case, the Contracting Party must inform ENEL of the legal obligation in question, unless the law prohibits such information from being provided on the grounds of public interest;
- h) It must support ENEL with appropriate technical and organizational measures, taking into consideration the nature of data processing, with the objective of allowing ENEL to comply with its obligations regarding the rights of data subjects;
- i) It must help ENEL to meet the obligations provided in articles 32 to 36 of GDPR, taking into account the nature of the processing activity and the available information in the possession of the subcontractor.
- j) It must keep a record of the processing activities conducted on behalf of ENEL pursuant to art. 30 of the GDPR, and must make this record available to ENEL on request in the event of the occurrence of any of the situations addressed by articles 33 and 34 of the GDPR. The record of processing activities must contain the following information:
  - The name and contact details of the persons in charge of data processing;
  - Data processing categories;
  - Where applicable, the transfer of data outside of the EU;
  - A description of the technical and organizational security measures referred to in article 32 of the GDPR;
  - Data protection impact assessment;
- k) At the request of ENEL, it must delete or return all personal data after performance of the services requiring data processing, and delete all existing copies (except in situations where European legislation or the legislation of the Member State in question requires the data to be conserved), giving ENEL proof of this fact;
- l) It must appoint a DPO in all the situations addressed by art. 37 of the GDPR, or where incontestably required to do so by ENEL, in the event the processing of data may constitute a threat to the rights and freedoms of natural persons;
- m) It must provide ENEL with all the information necessary for proving compliance with the obligations deriving from the GDPR and cooperate with inspections, including inspections conducted by ENEL or another entity acting on the latter's behalf and at its request;
- n) It must help ENEL comply with its consulting obligations deriving from the GDPR, and therefore must inform ENEL in reasonable time (24 hours) of violations of its information system or data violation events.

This notification must:

- i. Describe the nature of the violation of personal data, including the data categories and the approximate number of data subjects affected, and the data categories and approximate number of personal data records involved;
- ii. Give the name and contact details of the Data Protection Officer or other contact details where more information can be obtained;
- iii. Describe the probable consequences of the personal data violation;
- iv. Describe the measures implemented or recommended by the Data Processor to resolve the personal data violation issue, including, where appropriate, measures for mitigating its possible adverse effects.
- o) It must permit ENEL to conduct periodical controls and inspections to ensure compliance with obligations.

### **9.2.2 Compensation and responsibility**

Subjects who have sustained material or immaterial damage as a result of the violation of GDPR shall be entitled to receive compensation from the Data Controller, or its subcontractor, for the damages sustained.

Without prejudice to the Contracting Party's liability to pay compensation as defined in the present Contract, under art. 82 of the GDPR the Contracting Party shall in all cases be held responsible for damages caused by data processing which is in breach of the present Contract and/or the legitimate instructions of ENEL. In the event the Contracting Party or its employees violate any of the data processing obligations defined in the present Contract or the GDPR, ENEL shall claim compensation which is appropriate and proportionate to the damage sustained.

ENEL or the Contracting Party shall be released from all liability in the event they can prove they have no responsibility in the situation which gave rise to the damage.

In the event ENEL or the Contracting Party pay the total of the compensation for the damage sustained, they may exercise their rights of contribution or recourse in regard to the other parties involved, in proportion to their degree of involvement and responsibility.

### **9.2.3 Validity**

The appointment here provided shall remain in effect for the time necessary for the performance of the activities entrusted to ENEL, and shall automatically expire on the date the Contract expires.

### **9.2.4 Additional subcontractors**

Notwithstanding the considerations of art. 9.2.1, paragraph e), in the event the Contracting Party wishes to contract third parties external to its organization for the performance of the Contract, the aforementioned third parties must be designated as additional subcontractors for the purposes of the provisions of article 28, paragraph 4 of the GDPR (hereinafter "additional subcontractor(s)"). The Contracting Party must ensure the acceptance of this designation by the additional subcontractors.

Additional subcontractors must comply with all the obligations imposed by the present Contract on subcontractors.

The Contracting Party must provide ENEL with a list of all additional subcontractors (Appendix 1).

The Contracting Party declares that the additional subcontractors shall process data in European countries or in countries which guarantee a suitable level of protection of personal data, in the terms of the latest applicable Commission decision on the date the present Contract is signed.

In the event an adequate level of personal data protection cannot be guaranteed, all parties must enter into the typical contractual clauses which, on the date the Contract is signed, are defined by the European Commission.

In the event the Contracting Party has good grounds for appointing extra additional subcontractors different to those mentioned in the aforementioned list (Appendix 1), it must revise the list and inform ENEL in advance.

### **9.2.5 System administrator**

As the employees of the Contracting Party and/or its additional subcontractors may be authorized to act as “system administrators”, the Contracting Party must provide ENEL, at its request, with a list of employees and/or additional subcontractors authorized and designated to act as “system administrators” and of all persons who may come to process personal data belonging to ENEL.

The Contracting Party undertakes to keep records of log-ins, log-outs and log-in attempts by its employees and/or the employees of its additional subcontractors, where authorized, who have been designated as “system administrators” and who, acting in this capacity, may have modified the personal data controlled by ENEL, for a period of 6 months, and must submit these records to ENEL, in the format specified by the latter, no later than 3 days after reception of the written request to this effect.

The Parties agree that in the event the Contracting Party fails to comply with the obligations here provided, particularly those provided in points 9.2.1, 9.2.2, 9.2.3 and 9.2.4, ENEL shall be entitled to resolve the present Contract under the terms provided by art. 432 of the Portuguese Civil Code.

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

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

**10.1.1.** The Contracting Party undertakes to implement all appropriate measures for guaranteeing the strict compliance with the obligations deriving from all applicable legislation on the environment, especially in relation to the correct packaging and labelling of the products supplied (date of packaging, manufacture, product expiry date etc.) and the returnability of packaging used for chemical products in cases where such products are classified as hazardous under the applicable legislation, without prejudice to other legal provisions which may be introduced on this subject in the future, and must rectify the damage it has caused as a consequence of its violations of applicable requirements.

**10.1.2.** The Contracting Party undertakes to supply, whenever it is capable of doing so, products and materials with ecolabels and those with an extended service life, which incur lower costs and which have greater potential for waste production by product validity.

**10.1.3.** The Contracting Party declares that the usable elements in materials and equipment are neither carcinogenic nor chemically unstable.

**10.1.4.** The Contracting Party shall observe the limits established by legislation for the sale of hazardous substances and compounds, and with future legal amendments on this topic. In particular, it declares its equipment oils to be free from PCB, and the absence of CFC, HCFC, halons etc. subject to commercial restrictions.

**10.1.5.** The Contracting Party shall be responsible for ensuring that transportation complies with the applicable legislation.

**10.1.6.** Products and materials shall be unloaded in accordance with the procedures established in compliance with the applicable regulations in each jurisdiction for the handling of hazardous substances.

**10.1.7.** Where possible, and even though not legally obliged to do so, the Contracting Party must re-use or recycle the waste generated by its products or materials.

**10.1.8.** ENEL reserves the right to monitor and control the correct management of waste by the Contracting Party.

**10.1.9.** If the Contract includes the acquisition of substances in the raw state, mixed with other substances or contained in articles, the following should be cited (non-exhaustive list):

- insulating oils,
- lubricant oils,
- greases,
- paint, pigment (including toner) and varnish,
- solvents,
- chemical products,
- electric batteries,
- gases (bottled or contained in equipment),
- fuels (diesel, fuel oil),
- laboratory reagents,

<sup>1</sup>The present “ENVIRONMENTAL PROTECTION” clause applies only to works, services with operational activities on behalf of ENEL and/or in the installations of ENEL, supplies only if including installation, or the supervision of work, loading/unloading, and supplies of hazardous substances/chemical reagents. This clause also applies to services and/or supplies which ENEL considers to constitute a high or medium environmental hazard.

- cleaning products.

**10.1.10.** The Contracting Party shall confirm its compliance with the applicable legislation on the keeping of records, evaluation, authorization and restriction of chemical substances and compounds by submitting the data sheet for safety, handling and storage of the substances or mixtures it supplies, completed in accordance with the applicable legislation. The safety data sheet must contain information on the intended uses of the substances or mixtures supplied.

**10.1.11.** The Contracting Party undertakes to dispose of the empty packaging in which its products were delivered, complying with the applicable legislation, removing it when asked to do so by ENEL, placing it at the disposal of the latter for this purpose, and taking full responsibility for compliance with the obligatory requirements on transportation, as indicated in the previous points. It must also remove packaging used for transportation in the conditions and times established in each Contract, or where not provided for, on subsequent deliveries it must remove the packaging from earlier consignments when ENEL so wishes.

**10.1.12.** The Contracting Party for electrical equipment must comply with the conditions imposed by applicable legislation. Special attention must be paid to electrical meters, computers and equipment for monitoring installations, which the Contracting Party must remove on expiry of their useful lives, establishing a suitable logistical procedure which uses the supplies return channel at no cost to ENEL.

## **10.2. Work and/or services**

**10.2.1.** The Contracting Party must be informed of all requirements and regulations applicable to the work to be performed.

**10.2.2.** The Contracting Party shall guarantee, and where applicable prove, that the person performing the work addressed by the Contract possesses or receives the theoretical and practical training appropriate to the task, and particularly the training necessary for ensuring correct conduct in relation to the environment and reducing the risk of accidents with repercussions for the environment. This training shall include the obligations it undertakes under the Environmental Management System and the documents which substantiate it, where such a system is already in place, or undergoing implementation, as is frequent in the various business areas of ENEL.

**10.2.3.** The Contracting Party shall issue its personnel with the resources necessary for work to be performed in a manner which respects the environment. It undertakes to comply with all applicable legal requirements and with requirements deriving from the Environmental Management System, where one is in place in the installations addressed by the Contract.

**10.2.4.** The Contracting Party shall be held liable for all environmental accidents it causes as a consequence of the performance of work, while ENEL reserves the right to hold the Contracting Party liable for the actions and costs deriving from the violation of its obligations in environmental matters. The Contracting Party shall take the appropriate measures to guarantee the strict compliance with all environmental legislation applicable to the work being carried out, and shall repair damages it causes as a consequence of its violation of applicable legislation.

**10.2.5.** The Contracting Party shall prepare a risk prevention and environmental contingencies plan for the tasks to be carried out, submitting this plan to ENEL when requested with the objective of preventing accidents, and shall take the appropriate preventive measures to guarantee compliance with the applicable legal requirements, and with the rules of good practice for environmental management, such as:

- Suitable storage and handling of chemical products and toxic/hazardous goods or waste, with segregation of mutually antagonistic chemical products and separation of waste.
- Clear indication of areas and waste with special environmental impact.
- Prevention of leaks, spills and contamination of soil, storage tanks or water courses.
- Employees prohibited from lighting fires, or unsupervised discharge/tipping.
- Prevention of emissions of dust or other substances during the transportation of materials.
- In particular, it must comply with the prohibition on making unsupervised discharges of any kind, and on dumping any kind of waste in the area affected by the performance of the contracted work or services, which it must strive to keep clean and tidy during every day of work and particularly on completion of work, complying with all environmental procedures specified in the Environmental Management System and applicable to the work to be performed, where such a system is implemented in the installations addressed by the Contract.
- To ensure the suitable separation of waste, the Contracting Party must place a number of recipients, with closure, adequately labelled and in good condition, in the place of work where the generation of waste is a consequence of the work. The waste must subsequently be disposed of in a suitable fashion, via an authorized waste management entity and in compliance with the legislation. The Contracting Party shall submit to ENEL, at the request of the latter, copies of documents attesting to the transportation, management and disposal of waste in accordance with the applicable legislation, and of the authorizations held by the waste transporters and managers.

- After completion of all work and services, the Contracting Party must leave the work zone clean and free of refuse, removing all debris, packaging, boxes, bags, scrap and other waste produced during work and present in the zone, with their collection, transportation and authorized management occurring at the expense and responsibility of the Contracting Party.
- The Contracting Party shall take the appropriate measures to guarantee the strict compliance with all environmental legislation applicable to the work being carried out.

**10.2.6.** The Contracting Party's foreman shall be responsible for supervising and enforcing compliance with the procedures, and may delegate another person to this task, informing ENEL's supervising engineer of their identity and issuing them with specific environmental instructions for the work to be performed.

**10.2.7.** The Contracting Party undertakes to immediately inform ENEL's supervising engineer of environmental accidents occurring during the performance of work, and must submit a written report on the occurrence and its causes.

**10.2.8.** In the event of an environmental accident of any nature, the Contracting Party undertakes to comply with the instructions of ENEL's supervising engineer.

**10.2.9.** In the event of infringement of any of the present clauses, ENEL's supervising engineer may order the suspension of work, with the Contracting Party held liable for losses caused. In all such cases, infringement of the obligations relative to the conservation of the work zone shall entail the deduction of the expenses incurred from invoices presented plus 10% (ten percent) of this sum as a penalty.

**10.2.10.** The Contracting Party declares that it will apply these indications to all work or services it performs in the installations of ENEL or third parties.

## **11. CODE OF ETHICS**

### **11.1. General provisions**

**11.1.1.** The ENEL Group respects the "General Principles for the Prevention of Penalties" in its business activities and relations with third parties. The Contracting Party undertakes to comply with these or other equivalent principles in the management of its business activities and relations with third parties.

**11.1.2.** These Principles and the other requirements on ethical conduct can be found at [www.enel.com](http://www.enel.com).

### **11.2. Conflicts of interest**

**11.2.1.** On its signing of the Contract, the Contracting Party (if a natural person) declares:

1. That he or she does not occupy a senior managerial post (director, senior manager with strategic responsibilities) in an ENEL Group company, and is not an employee of an ENEL Group company or of an auditor of the latter;
2. That he or she has no family members/relatives to the second remove/spouse from which he or she is not legally separated/concubine/husband/child of wife/husband related by consanguinity or affinity working in an ENEL Group company;
3. That neither the Contracting Party nor his/her family members (spouse from which he or she is not legally separated or immediate relatives) occupies or has occupied in the last 24 months a post in public administration or in an entity in charge of public services with a direct bearing on the activities pursued by an ENEL Group company (award of licences, supervisory activities etc.).

**11.2.2.** On its signing of the Contract, the Contracting Party (if a corporate entity<sup>2</sup>) declares:

That to the best of its knowledge of its own corporate structure, no persons belonging to its boards of directors, management or auditors (including trust companies):

- a. Are members of the senior management or administration or auditing board or are executives occupying key positions in companies of the ENEL Group, or are relatives to the second remove, or are the spouses, partners, children of spouses or relatives or dependent persons (by kinship or marriage) of the aforementioned members.
- b. Are employees of companies of the ENEL Group, or are relatives to the second remove, or are the spouses, partners, children of spouses or relatives or dependent persons (by kinship or marriage) of the aforementioned employees.
- c. Occupy or have occupied in the last 24 months, or have a family member (spouse from which he or she is not legally separated or immediate relatives) who occupies or has occupied in the last 24 months a post in public administration or in an entity in charge of public services with direct relations with the activities pursued by an ENEL Group company (award of licences, supervisory activities etc.).

The Contracting Party undertakes to inform ENEL of any subsequent change to the information declared before the signing of the Contract and occurring while its status as active Contracting Party remains.

<sup>2</sup> Public entities, companies listed on the stock exchange, banking institutions and companies controlled by any of the latter are not bound by this declaration

**11.3. 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;
- 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.

## APPENDIX 1

COMPANY	PRODUCT OR SERVICE	TYPE OR CATEGORY OF DATA PROCESSED	ADDRESS