



This “ANNEX XI COSTA RICA” applies to contracts for the purchase of supplies, services or works performed under the law of Costa Rica and concluded between the ENEL Group companies and the Supplier.

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## 1. GENERAL INFORMATION.

1.1. This Annex XI Costa Rica applies to Contracts for Supplies, Services or Works (hereinafter, "Contract") governed by Costa Rican 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 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 XI Costa Rica 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 XI Costa Rica" is the one drawn up in Castilian Spanish.

1.6. The Parties expressly submit:

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

## 2. DEFINITIONS.

- 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 or part thereof.
- Notice of Dispatch:** Document issued by the Supplier once all the agreed procedures have been completed, by which ENEL is informed that the equipment or material covered by the Contract has been shipped in whole or in part.
- Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels.
- Order to Proceed:** Notification by ENEL to the Supplier in which it instructs the Supplier to initiate all or some of the activities of the Contract.
- Warranty Period:** Set of technical and commercial guarantees of the materials and equipment acquired and/or the work or service contracted on which the Supplier specifically assumes a commitment to compliance vis-à-vis ENEL.
- Inspector:** Person or entity designated by ENEL who carries out inspection functions at any stage of the execution of the Contract.
- Quality Control Plan:** Document issued by the Supplier specifying the processes, procedures and associated resources that will be applied to comply with the requirements of the Contract.
- Inspection Point Programme:** Document issued by the Supplier and approved by ENEL, reflecting the different inspections, tests, trials or examinations that are to be performed.
- Acceptance at origin:** Procedure in which the mandatory tests or trials for the acceptance of the material are carried out in the presence of technicians from ENEL or a person or entity authorised thereby, and at the facilities of the Supplier, its subcontractor or any other entity agreed between both Parties.
- Acceptance as per protocol:** Review of the mandatory test protocols, carried out previously by the Supplier, by means of which the ENEL technicians or the person or entity authorised by it, approve the shipment of the material in question or, on the contrary, decide the verification of the results of said protocols by the Acceptance at Origin.
- Quality assurance system:** System that establishes those requirements with which the Supplier must comply to effectively and correctly develop the purpose of the Contract.

## 3. ECONOMIC TERMS AND CONDITIONS.

### 3.1. Price.

3.1.1. In any case, the Contract Price includes all the materials, services and works necessary to carry out the purchase of materials, the service and/or the contracted work. Subject to the adjustments of the Contract Price expressly permitted therein, the Supplier is deemed to have examined and is satisfied regarding each of the conditions and circumstances that affect or that could affect the Contract Price

(including but not limited to the nature and characteristics of the work to be developed, the location and environmental conditions, seismic and climate conditions that prevail at the worksite where the services and/or works are to be carried out, the presence of other contractors and subcontractors or other facilities in the same, the soil and subsoil conditions, topographic conditions, local land use, codes, existing locations and facilities, if any, the general working conditions at the work site where the services and/or works will be carried out and in other places, access routes, surface conditions, rights and permits etc.) and the Supplier has determined the sufficiency of the Contract Price in accordance with said conditions and circumstances and waives any claim for an increase in the Contract Price related to said conditions and circumstances.

3.1.2. The prices shall be stipulated in the Contract, in any case:

3.1.2.1. The Price includes all the services and/or works that are necessary for the execution of the same, in addition to the applicable taxes, the costs of the economic guarantees, insurance and other guarantees.

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

3.1.2.3. The Supplier shall bear any additional costs for the freight, delivery and other expenses caused by the breach of the delivery and shipping conditions established in the Contract, unless otherwise stated in the Contract.

### 3.2. Price changes.

3.2.1. The prices are fixed and invariable. Changes in prices may only be made if this is stipulated in the Contract or as required by applicable legislation. In the latter case, it is required that it be demonstrated: (i) that is due to a change in the Legal System or a substantial change in the working conditions, which occurred after the signing of the Contract, that generate an unjust enrichment of one of the Parties, (ii) that the change produces excessive hardship in the agreed service and its fulfillment is ruinous; (iii) that this situation was not foreseeable at the time of signing the Contract, even for an experienced Supplier. Changes in tax or social security legislation shall not serve as justifications for the application of this clause and, consequently, price changes shall not be allowed.

3.2.2. The Party that considers itself to have been disadvantaged may make a request for the other Party to review the terms of the Contract within a term of fifteen (15) business days, for which purpose it must do so in writing, showing what is indicated in the foregoing paragraph. In the event that the other Party considers that the Price should not be readjusted, it shall communicate this fact and the Contract shall continue to be applied without attention to this requirement, but the Party that considers itself to be disadvantaged may initiate the process of settlement of discrepancies in accordance with the Contract.

### 3.3. Invoicing.

3.3.1. The invoices must not contain deletions or amendments and must meet all the fiscal requirements required by law. ENEL may reject the invoices, for which it shall have a term of ten (10) business days, counted from having received them. In this case, the Supplier must present the invoices and other documentation with the pertinent corrections.

The Parties shall maintain full and complete copies of the invoicing records, including data capture, documents and presentations and all invoices and account statements.

If ENEL objects to any charge on the invoice and/or statement of account of the Supplier, for reasons other than those mentioned above, ENEL may request clarification of the invoice and/or statement of account and proceed according to the following:

- a) ENEL shall notify the Supplier in writing requesting clarification, within ten (10) business days after the invoice has been submitted, indicating in said letter the amount for which clarification is required and the reasons why the payment is disagreed.
- b) The Supplier shall respond to ENEL within ten (10) business days following the receipt of the notice indicated in the preceding paragraph and, if necessary, the Supplier undertakes to carry out all reasonable processes and efforts to obtain information pursuant to the clarification requested by ENEL.
- c) If the Supplier considers that the reasons why ENEL disagrees with the payment are well founded, it shall proceed to replace the invoice and/or statement of account with the applicable corrections within five (5) business days following receipt of the request for clarification, with the terms commencing again from the receipt of the new invoice.
- d) If the Supplier considers that the reasons for which ENEL disagrees with the payment are unfounded, it shall inform ENEL within five (5) business days following receipt of the request for clarification, indicating the reasons why it considers the request to be unfounded.
- e) In the event that ENEL agrees with the report indicated in the preceding paragraph, it shall proceed to the payment under the terms of this clause. Otherwise, it shall notify the Supplier so that said request is presented on the next working day and resolved by the representatives of the Parties or those they designate.
- f) The representatives of the Parties or those designated by them must be made aware, within ten (10) business days following their presentation, of the reasons for the request for clarification and make their best efforts to agree the terms in which said clarification should be settled, and to the extent that no agreement is reached, the discrepancies shall be resolved by the means established in this Annex or in the Contract, with the persistence of the actions and rights by each of the Parties to claim their compliance.

### 3.4. Payment terms and conditions.

3.4.1. ENEL shall make the payment of the invoices by bank transfer to the account indicated by the Supplier in the Contract within a maximum term of thirty (30) business days, calculated from the date on which ENEL has received: i) the invoice, ii) the supporting

documentation of the invoice where required and iii) these have not been subject to clarification and/or correction and/or iv) these have been resolved or corrected. In case of payments abroad, any charges for bank transfers shall be borne by the Supplier.

3.4.2. All payments made prior to the Provisional Acceptance in accordance with the provisions of the Contract shall be considered as advance payments towards the final price. In the event that a guarantee of faithful compliance with the Contract has not been presented, it shall be essential that, simultaneously with each of the possible payments, the Supplier delivers to ENEL an economic guarantee, with the requirements established in the Contract, to guarantee said payments.

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

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

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

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

4.2.1. 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 corresponding 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.

4.2.3. Before initiating the manufacturing process, or the completion of the work or service contracted, the Supplier shall, at the request of ENEL, submit a Quality Control Plan for approval.

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

4.2.6. 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, this shall begin to be counted from any of the following dates, in this order of priority: (i) Date of Order to Proceed, (ii) date on which the execution of the Contract begins or (iii) date of signing of the Contract.

###### **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 that prove that the services or works comply with the provisions of the Specifications, the Contract and, where applicable, the corresponding Technical Standards.

To make the delivery, the Supplier shall send to ENEL, marked for the attention of the contact person or the person in charge of reception that appears in the Contract, within twenty-four (24) hours after the shipment has been made, the Notice of Dispatch indicating the following data:

- a. Reference number of the Contract.
- b. Number of packages sent, indicating the material they contain. If it corresponds to the last delivery of those contracted, this circumstance shall be indicated expressly.
- c. Data referring to the means of transport used and/or to the company that carries out the transport, with the telephone number of the contact person.
- d. Date and place of making the equipment or materials available.

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

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 should proceed to the shipment, it shall bear all expenses generated by the same.

The delivery of materials and equipment shall be made in the INCOTERM modality indicated in the Contract.

4.3.2.2. 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.

4.3.2.3. 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 examinations, or a record of the circumstances in which the deficiencies noted therein have to be remedied or corrected.

**4.3.3. Similar works and/or services.**

4.3.3.1. The Supplier may request extensions of the remedy period granted by ENEL, with this not constituting an obligation for ENEL to extend the term.

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

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.

4.3.3.4. The Supplier must obtain the documents that certify the satisfactory completion of the works before the governmental authorities and submit them to ENEL.

**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 period stipulated by the legislation in force if it is greater, apart from any legal or other liabilities that may arise.

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

4.4.2.1. The Supplier shall be liable for hidden faults or defects, including during the Warranty Period and until the period stipulated by the applicable legislation in the event it is longer, apart from any legal or other liabilities that may arise.

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

5.1. Under no circumstances may any contractual relationship be inferred between the subcontractors or assignees and ENEL, with the Supplier always being responsible for all the activities of the employees of said subcontractors or assignees, and for the fulfilment of the contractual, legal and fiscal obligations derived from the execution of the Contract; this includes the damages caused to ENEL by any of the employees of its subcontractors or assignees.

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, for which the Supplier undertakes to ENEL to do everything within its capabilities 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 extrajudicial, or any proceedings directed against ENEL by any employee of the subcontractors or assignees. 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 the need for a judicial declaration in this regard and without prejudice of any other legal action that could be open to ENEL.

5.2. The Supplier must assign the subcontracts that ENEL indicates, if the Contract is terminated for reasons attributable to the Supplier.

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

At a minimum, subcontracts must contain provisions for the following:

- a) Ensure fulfilment of the work for the part assigned in accordance with the specifications and standards of the Contract;
- b) Grant ENEL the right to inspect its work in a manner consistent with the provisions of the Contract;
- c) Ensure compliance with the labour and safety obligations established in the Contract;
- d) Assign the guarantees of the case regarding the portion of the service, work or equipment;
- e) Require insurance policies consistent with the risk of the portion of the service or work assigned;
- f) Ensure the prior consent of the subcontractor to a possible assignment of the subcontract to ENEL under the Contract;
- g) Prohibit total or partial subcontracting, except with the approval of the Supplier and ENEL;
- h) Ensure that the contractual relationship with the subcontractor is exclusively with the Supplier, and have the subcontractor waive any right to demand benefits or any payment directly from ENEL;
- i) Link to the restrictions on the use of confidential information in accordance with this Contract.

The Supplier shall cooperate in good faith to meet ENEL's requests to include other clauses in the subcontracts, in order to adapt them to the well-founded risks perceived by ENEL.

For each subcontract, the Supplier must send a notice to ENEL confirming the inclusion of the provisions required in this section.

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

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

## **7. WARRANTY PERIOD**

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

7.2. If upon expiry of the Warranty Period, six (6) months have not elapsed since the entry into service of the main ENEL facility to which it is intended or of which the object of the Contract forms part, the Warranty Period shall be automatically extended until this period has elapsed, unless the materials or equipment provided by the Supplier have needed 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. General details.**

8.1.1. The Parties agree that no employment or subordinate relationship exists nor shall exist between ENEL and the Supplier's personnel, nor vice versa, by virtue of the Contract. The Supplier or, as the case may be, the employer of the personnel used by the Supplier for the execution of this Contract, where applicable, shall be responsible for any obligation imposed upon them by the law as employer of the staff members, including, but not limited to, the payment of all salaries and benefits to which the staff members are entitled under the terms of the applicable legislation, as well as all social security contributions.

8.1.2. The Supplier shall be the only entity legally responsible to ENEL for any labour-related claim filed by any member of the Supplier's personnel against ENEL.

The Supplier agrees to leave ENEL safe from any action or claim, individually or collectively, that its respective employees may file against ENEL, as well as to reimburse and indemnify ENEL for any amount that it has been obliged to pay with reason for such labour-related claims.

In the event that ENEL should receive a labour-related notification or lawsuit from any employee of the Supplier, ENEL must notify the Supplier in writing of such situation within a period not exceeding two (2) business days from the acknowledgment of receipt of said notification or demand, accompanying a copy thereof, as well as proceeding to grant a power of attorney as broad as in law is required in favour of the persons indicated by the Supplier and who shall be in charge of the defence of ENEL; the corresponding power of attorney together with the information and documentation necessary for the defence must be delivered by ENEL to the Supplier no later than three (3) business days following the aforementioned notification.

The Supplier shall not have any liability to ENEL in those cases where: (i) it is not applicable in accordance with the provisions set forth in the preceding paragraphs, or (ii) it should hire legal counsel to defend any claim filed against it, in which case its defence, including lawyers' fees, shall be the exclusive responsibility of ENEL.

The Supplier undertakes to comply with local legislation regarding non-discrimination in the hiring of personnel.

The Supplier undertakes to send, whenever requested by ENEL, proof of its compliance with the following obligations:

- a) Proof of payment of wages, holiday pay and bonuses;
- b) Proof of payment as regards Social Security and Income Tax.

The Supplier shall be responsible for signing those collective agreements with unions that are applicable to the branch of the industry to which it belongs as a result of its corporate purpose and ENEL may at any time request that it deliver the documentation that demonstrates compliance with the provisions of the Contract.

## 8.2. Obligations of the Supplier in matters of occupational health and safety.

8.2.1. The Supplier is obliged to comply with the Appendix in the Contract on Occupational Health, Safety and the Environment.

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

9.1. The Supplier is obliged to comply with the provisions of the Annex on Occupational Health, Safety and Environment that is included as an appendix to the Contract.

## 10. CODE OF ETHICS.

### 10.1. General details.

10.1.1. The ENEL Group, in the management of its business activities and relations with third parties, complies with the provisions of the "ENEL Compliance Programme" (Code of Ethics, Zero Tolerance Plan against Corruption, Human Rights Policy).

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 website

<http://www.ENELgreenpower.com>

### 10.2. Conflict of interest.

10.2.1. The Supplier, in relation to the commitments acquired in the "Conflict of interest" section in the General Part of these General Contracting Terms and Conditions, undertakes to send to ENEL the declaration, duly signed, which appears as Annex II DECLARATION OF CONFLICT OF INTEREST [1] (Legal Person) or Annex III DECLARATION OF CONFLICT OF INTEREST (Natural Person) to this document.

### 10.3. Integrity Clause.

a) With the bid submission and /or the acceptance of the Contract, the Bidder/Contractor<sup>2</sup> declares:

- To take note of the commitments made by Enel S.p.A. and by the Companies it controls directly or indirectly (hereinafter "Enel"), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- <sup>3</sup>To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- <sup>4</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 analyse 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.

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

<sup>2</sup> The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and the technical director, in the case of an individual company; (b) the associates and the technical director, whether it is a general partnership; (c) the associated partners and the technical director, if it is a limited partnership; (d) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Company where their position is carried out and**, if applicable, **on behalf of the Parent Company and of** (e) holder and the technical director, in the case of an individual company; (f) the associates and the technical director, whether it is a general partnership; (g) the associated partners and the technical director, if it is a limited partnership; (h) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Parent Company.**

<sup>3</sup> For itself and for the persons listed in note 2

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

**Annex I. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT ("Type 1")****1.1 Safety and Environment Policy**

The Supplier and ENEL declare their commitment to work together to achieve the "zero accidents" target.

ENEL accepts and adheres to the principles presented in the "Health, Safety and Environment Policy". Likewise, with respect to the services entrusted to the Supplier, it requires that both the Supplier and any person acting at the Worksite on behalf of the Supplier accept, respect and comply with the Health, Safety and Environment Policy. This is included in the attached document.

**1.2 General Measures**

The Supplier shall at all times take the necessary measures to provide sufficient safety conditions to its employees and third parties.

The Supplier prior to the commencement of the visits must receive a communication or induction talk where they are made aware of the risks at the facilities and the measures to be taken. At all times, the Supplier must comply with the instructions received.

During the visits, the personnel of the Supplier and its subcontractors must respect all the indications contained in the prevention signage.

**1.3 Memberships**

The Supplier must obligatorily ensure the membership of the workers of its subcontractors in the social, occupational and risk insurance schemes applicable to their activity in accordance with local legislation and keep them insured during the entire period of performance of the visits. If required by ENEL, the personnel of the Supplier and its subcontractors must have private insurance with accident coverage for the amounts that shall be previously agreed upon.

**1.4 Personal and Collective Protection Equipment**

When required by ENEL to carry out service visits, the Supplier's personnel, in accordance with National Legislation or ENEL regulations, are obliged to provide all personnel under their charge with the protective equipment and work clothing that are required by ENEL to protect them from any possible harm. The personal protection equipment must be certified (ANSI, EN or equivalent) and must be in good conditions of use. ENEL shall perform an inspection of said equipment before the start of the tasks to ensure that these requirements are met. In addition, the Supplier must control the correct use of these elements by its personnel.

**1.5 Vehicles and equipment**

When visits are made to ENEL sites or sites under development, the vehicles and equipment of the Supplier shall be used only by qualified and authorised personnel. When applicable, a certification, permit or license for use or driving must be presented. ENEL shall review said documentation before starting the visit.

All vehicles must be in good conditions of use.

Inside the facilities of ENEL, the use of the safety belt of all the occupants of the vehicles is mandatory.

The Supplier must respect the speed limits established at the ENEL sites.

**1.6 Documents to be submitted**

Before the visits to the worksites, the Supplier shall present a list of all the attendees, with an identity document number and a copy of this document. All employees (workers) and subcontractors of the Supplier must be identified by means of a company card and name badge.

**1.7 Training and preparation**

The Supplier must inform all its personnel and the personnel of its subcontractors of their contractual obligations regarding occupational health, safety and the environment.

**1.8 Emergency Requirements**

In the event of an emergency, the Supplier must follow the instructions given by the on-site emergency team personnel.

The Supplier must have a list of emergency telephone numbers from which to attend to any situation involving its personnel during visits to ENEL worksites.

The Supplier must cover all costs related to medical assistance and first aid of its personnel and that of its subcontractors.

**1.9 Environmental Requirements**

The Supplier must prevent harmful effects to the environment, always acting in accordance with national legislation and ENEL standards regarding the matter.

It is the duty of the Supplier that all waste generated within the facilities of ENEL by its personnel should be handled according to the instructions indicated by the personnel at the worksite.

It is absolutely forbidden for all the personnel of the Supplier or its subcontractors making visits to the ENEL work sites to carry out hunting or fishing, vegetation cutting, or to light fires, both at the workplace and in the entire surrounding area.

**1.10 Non-compliance with Occupational Health, Safety and Environmental Requirements**

The Supplier and its subcontractors must strictly comply with all the National Laws and Standards regarding labour, occupational health and safety and environmental matters and the ENEL standards (included in this document) that are applicable to them. In the event of discrepancies between the standards under the Law and those of ENEL, the most restrictive in benefit of health, safety and environmental protection shall be applied.

The Supplier shall be responsible for compliance by its subcontractors with all the provisions included in this Contract and the legal regulations in force.

In cases where non-compliance with Health, Safety and Environment requirements could involve, in the view of ENEL, an imminent danger, understood as any situation that creates an evident and manifest risk of harm to the physical integrity of persons or the possibility of serious environmental damage, ENEL may request the immediate correction of the finding and stop the work until the problem is solved.

**Annex I. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT ("Type 2")****1.1 Safety and Environment Policy**

The Supplier and ENEL declare their commitment to work together to achieve the "zero accidents" target.

ENEL accepts and adheres to the principles presented in the "Health, Safety and Environment Policy". Likewise, with respect to the services entrusted to the Supplier, it requires that both the Supplier and any person acting at the Worksite on behalf of the Supplier accept, respect and comply with the Health, Safety and Environment Policy. This is included in the attached document.

**1.2 General Measures**

The Supplier shall at all times take the necessary measures to provide sufficient safety conditions to its employees and third parties. The Supplier shall instruct its personnel in the safe working procedures to follow in each task.

The Supplier undertakes to provide a safe and healthy work environment that protects its personnel, its subcontractors, ENEL personnel and third parties from any danger associated with the provision of these services. All the facilities, equipment, tools and other elements used by the Supplier in the provision of services, as well as work practices, are part of the work environment.

The Supplier is responsible for the occupational health and safety of all persons and private property that are at the Worksite or that are in any way related to the work.

The act of subcontracting to third parties for the execution of any of the activities that are under the responsibility of the Supplier does not exclude or in any way limit the obligations and responsibilities that the Supplier has acquired through this Contract or which may be related hereto. Likewise, it is established and accepted that the Supplier has full and exclusive responsibility vis-à-vis ENEL for complying with this Contract, as well as being liable for any damages caused to third parties during the execution of the Contract.

The Supplier shall give its workers the opportunity to state whether they consider that in carrying out the tasks inherent to their position in relation to this Contract there are any conditions and risks that could lead to accidents or damage to the environment. This communication must be notified immediately to ENEL, so that the Occupational Health, Safety and Environment Committee, ENEL's Safety Managers and the respective manager or committee of the Supplier can assess and, where necessary, correct the situations found.

The Supplier must have the necessary methods to be able to give health, safety and environmental instructions in the language in which they are understood by their workers and those of their subcontractors.

The Supplier prior to the start of each activity must have the Risk Assessment specific to the main phases of the work duly approved by ENEL. The Supplier must inform its personnel and the personnel of its subcontractors of all the risks to which they will be exposed as part of their work, as well as the means of mitigation, prevention and control according to the Occupational Health, Safety and Environment Plan of the Supplier duly approved by ENEL. The measures indicated in the Risk Assessment and the Occupational Health, Safety and Environment Plan of the Supplier must be implemented in order to reduce risks and avoid accidents or environmental damage. The Risk Assessment specific to each place of work and/or activity must be continuously developed by the Supplier, both in the planning phase and also later when any changes should occur to the facilities, conditions, designs and activities. The performance of any work that does not have its respective Risk Assessment shall not be authorised.

The Supplier must ensure that the persons responsible for carrying out the work are aware of the nature and scope of the risks that could arise at the workplace facilities. Also, it must ensure that the aforementioned personnel shall respect the established precautionary procedures. ENEL reserves the right to request the withdrawal of any person who, due to their behaviour, entails risks to their own physical integrity or to that of third parties.

The Supplier shall be responsible for transporting its personnel to the work areas, so ENEL refuses to accept or undertake to perform this service with its vehicles. In addition, it must be taken into account that the personnel must have the necessary transport in accordance with the number of people, since people may not be transported in the rear sections of cargo vehicles.

It shall be the responsibility of the Supplier to provide potable water and the necessary hygiene resources to its workers and their subcontractors in order to avoid illnesses.

The Supplier shall prohibit the consumption on the Worksite of alcoholic beverages and drugs (including pharmacological products) that are illegal or that, being legal, may reduce the ability to perform the work safely. Likewise, any people who arrive while under the effects thereof shall be removed from the Worksite.

The Supplier shall prohibit the use or possession of any firearms or ammunition at the Worksite by its employees or the employees of its subcontractors. Firearms or ammunition used by the surveillance personnel are excluded from this provision, as long as they have the permits and authorisations required by the applicable legislation.

The Supplier must at all times implement all measures it deems necessary to prevent disturbances, protests, fights or conduct or similar disorders among its personnel or that of its subcontractors in order to preserve peace and guarantee the protection of persons and its properties. The Supplier shall immediately expel from the Worksite any person who is involved in any of these activities.

All employees of the Supplier and its subcontractors must be of legal age.

The Supplier must keep accident statistics and report to the Contract Coordinator for ENEL any occupational risk factors related to its activities and tasks that could arise during the execution of the Contract and the measures that will be implemented under their control.

In the first days of each month, the Supplier must present the data on hours worked and information on any accidents in accordance with the indications by ENEL. The Supplier must send ENEL all the Occupational Health, Safety and Environmental information required by the country's regulations.

**1.3 Memberships**

The Supplier must obligatorily ensure the membership of the workers of its subcontractors in the social security, occupational and risk insurance schemes applicable to their activity in accordance with local legislation and keep them insured during the entire period of performance of this Contract. If required by ENEL, the personnel of the Supplier and its subcontractors must have private insurance with accident coverage for the amounts that shall be previously agreed upon.

**1.4 Occupational Health, Safety and Environment Plan**

The Supplier prior to starting its activity shall have the obligation to prepare a written report in which the occupational and environmental risks must be analysed by activity to be developed (Risk Overview or Risk Assessment) and, based on this, prepare and put into operation the Occupational Health, Safety and Environment Plan, which consists of a document detailing any possible risks and the measures to prevent, mitigate or eliminate risks during the development of the contracted service, with the corresponding schedule of activities that must be carried out at its workplace. This document must be reviewed and approved by ENEL prior to its implementation. Once approved by ENEL the Occupational Health, Safety and Environment Plan, all measures and activities included in this document must be carried out.

To ensure compliance and supervision of the aforementioned Plan, the Supplier must appoint personnel for this purpose, said personnel must be approved by ENEL taking into account the competencies that are required to perform the functions included in the Plan.

The Supplier shall notify ENEL, before the start of work, the name of the person responsible for Safety and the Environment. In the event that changes occur during the term of this Contract, they must be notified immediately. For its part, ENEL shall designate a person from the company as a contact person for Safety and Environment issues.

The costs involved in the implementation of the Occupational Health, Safety and Environment Plan, as well as the attention of risks for the execution of the activities, must have been budgeted and included in the price established by the Supplier at the time of presenting their proposal, therefore ENEL shall not recognise any additional value for this item. The fact that ENEL has knowledge of this document or of any information contained in it does not exclude or in any way limit the obligations, duties and responsibilities of the Supplier.

**1.5 Evaluation of the Supplier's Personnel**

ENEL has the authority to evaluate, prior to the commencement of the work, the knowledge of the Supplier's personnel and that of its subcontractors regarding the risk assessment document and the pertinent safety measures. ENEL has the authority to exempt any worker whose evaluation has not been satisfactory from the completion of the work, at its sole discretion.

### 1.6 Accident/Incident Report

The Supplier shall give immediate notice to the Supervisor of the works designated by ENEL whenever any incident or accident should occur that involves death, injury, property damage, environmental damage or exposure to a dangerous substance and submit in writing, within twenty-four (24) hours following the event, a full report indicating the place, day and time it occurred, name of the affected persons, injuries suffered, probable causes, damages caused, actions taken, actions to be taken and all the information considered necessary for the knowledge of the circumstances. This report does not release the Supplier from any of the responsibilities pertaining thereto. In addition, the Supplier must report the occurrence of any accidents to the Government Entities in accordance with the applicable Local Laws and Regulations.

### 1.7 Personal and Collective Protection Equipment

In order to carry out the activities and render the service, the Supplier's personnel, in accordance with National Legislation or ENEL regulations, are obliged to provide all personnel under their charge with the protective equipment and work clothing suitable to protect them from any possible harm. The personal protection equipment (helmet, gloves, lenses, harnesses etc.) must be certified (ANSI, EN or equivalent) and must be in good conditions of use. ENEL shall perform an inspection of said equipment before the start of the tasks to ensure that these requirements are met. In addition, the Supplier must monitor the correct use and quality thereof and carry out the timely replacement and storage of these elements.

The Supplier shall include any safety element that is necessary according to the nature of the activity according to the corresponding risk assessment.

The Supplier must provide training in the correct use of all personal and collective protection equipment to all its personnel and subcontractors prior to the start of activities.

All the elements described in this subsection shall be subject to inspection by ENEL prior to and during its use to verify that they comply with applicable laws, regulations and/or safety regulations. In the event that during the inspection it is determined that they do not comply with the safety parameters, the Supplier shall proceed with their immediate removal from the worksite.

### 1.8 Materials, Machinery, Equipment and Tools

The Supplier shall provide and supply all the materials, machinery, equipment and tools that its personnel may require for the development and proper execution of their work, which will allow them to carry out their work safely and with a high level of quality.

All materials, machinery, equipment and tools must be maintained and properly cared for to resist deterioration due to the environmental conditions prevailing in the Worksite. This procedure shall include coverage of protective material, insulation and others. Additionally, they must have all the elements that guarantee their safe use (lights, alarms, protection guards, etc.). The use of machinery, equipment and tools without this protective equipment is prohibited.

The machinery, vehicles and equipment of the Supplier shall be used only by qualified and authorised personnel. When applicable, a certification, permit or license for use or driving must be presented. ENEL shall review said documentation before starting the visit and periodically during the activities.

All the elements described in this subsection shall be subject to inspection by ENEL prior to and during their use to verify that they comply with applicable laws, regulations and/or safety and environmental regulations. In the event that during the inspection it is determined that they do not comply with the safety parameters, the Supplier shall proceed with their immediate removal from the worksite. The Supplier must send the information on the materials, machinery, equipment and tools to ENEL a week before starting its use and said use must be authorised by ENEL.

### 1.9 Electrical Risk

When there is electrical risk in the activities of the Supplier, the latter must evaluate and coordinate the management of the electrical risks of each activity for which it is responsible and apply all the necessary measures for the safe execution of the work. The Supplier must comply with all the National Laws and Standards regarding electrical risk protection and/or the standards of good practices required by ENEL, with the preference of using the most restrictive for the benefit of safety.

### 1.10 Inspection and Surveillance

ENEL and the Entities authorised by ENEL shall be able to carry out inspections, audits and follow-up of the Contract on site through its person in charge and with the participation of the person responsible for the health, occupational safety and environmental management of the Supplier, to verify compliance with the control measures necessary in terms of equipment, elements, worksites, personnel and documents that are necessary to assess compliance and the application of the standards of Occupational Health, Safety and Environment.

### 1.11 Documents to be submitted

Before the visits to the sites, the Supplier shall present a list of all its workers, with an identity document number. This list must be updated periodically in accordance with what ENEL indicates. All employees (workers) and subcontractors of the Supplier must be identified by means of a company card and name badge.

### 1.12 Induction of workers

The Supplier shall ensure that all of its workers are made aware of which areas are dangerous and/or restricted, and workers shall be required to participate in an induction talk on Health, Safety and Environment, which shall be duly documented.

The Supplier undertakes to train its personnel in the field of prevention of accidents at work, environmental accidents, occupational diseases, risks and dangers that may affect them, and on the form, methods and systems that must be observed to prevent or avoid them. In this sense, it shall develop a policy of prevention, promotion and protection of the health and safety of workers, as well as the upkeep of goods and preservation of the environment in accordance with the tasks assigned by the Contract.

### 1.13 Training and preparation

The Supplier must employ personnel possessing the skills, knowledge, licences and certificates which are required and necessary to perform the corresponding work in a safe manner, making available to ENEL the records and appropriate documentation confirming such abilities, knowledge and skills. If it is reasonable, ENEL may require the Supplier to withdraw any employee from the Worksite who:

- a) Performs their activities incompetently, unsafely or with high degree of negligence, or
- b) Continuously fails to comply with the requirements of the Contract.

The Supplier must replace this person with a suitable replacement.

The Supplier, through its supervisors or managers, must perform daily before the start of the day and whenever, during the course of a working day, there should be a change of activity or environmental conditions, an informative lecture aimed at its personnel and its subcontractors indicating the risks linked to the activity and the actions necessary to reduce these risks. This action must be documented.

The Supplier must inform all its personnel and the personnel of its subcontractors of their contractual obligations regarding occupational health, safety and the environment.

The Supplier must maintain a permanent programme of communication and awareness regarding Occupational Health, Safety and respect for the Environment.

### 1.14 Requirements in Working Conditions

The Supplier is obliged to maintain a properly equipped first-aid kit in the work area and for each worksite, for first aid care for its workers.

The Supplier shall supply, install and maintain on its own account all types of signs, lights and shields necessary for the protection of workers and public safety.

### 1.15 Emergency Requirements

The Supplier must have an Emergency Response Plan in a final version approved by ENEL, this document describes the organisation, resources and measures that will help in bringing an emergency under control. The Supplier shall make the Plan known to its personnel and its subcontractors.

The Supplier must adopt and comply with all standards and regulations against fires and/or explosions established by ENEL or those established by the Competent Authorities.

The Supplier must cover all costs related to medical assistance and first aid of its personnel and that of its subcontractors.

#### 1.16 Environmental Requirements

The Supplier must prevent harmful effects to the environment, always acting in accordance with national legislation and ENEL standards regarding the matter.

The Supplier undertakes to adopt the appropriate measures to prevent damage to the environment during the execution of the work or as a result thereof. In carrying out its activities, the Supplier shall comply with the Environmental Laws and, in the cases in which it is applicable, with the Environmental Impact Study (or similar) or with the World Bank Guidelines.

It is the duty of the Supplier to ensure that all surfaces where lubricants, fuels and chemical products are stored and handled have waterproof structures and are equipped with a containment system to control eventual spills and soil contamination. The Supplier must have at their disposal the safety sheets (MSDS) and technical specifications relating to these materials.

The oils and chemicals used must be collected by the Supplier and packaged in barrels or suitable containers to be removed from the site and managed according to national environmental standards or ENEL standards. Likewise, it must have suitable equipment for the collection of chemical spills. Any chemical spillage into the soil or surrounding water shall be treated according to local regulation or ENEL standards.

The Supplier and its subcontractors must have an adequate waste management system, which shall include descriptions of the containers, methods of collection, classification, transportation and final disposal at sites authorised by the local authorities.

In the event that the Supplier is required to handle dangerous substances or materials such as those defined below, it shall perform an adequate procedure in accordance with the local regulations in force or as stipulated by ENEL in order to avoid any damage to health or the environment. It is clarified that ENEL must previously know about and authorise the use of these materials.

The following are considered to be hazardous substances or materials:

- i) Any material, product or solid waste contaminant, hydrocarbons, toxic substances, waste of any explosive, radioactive or flammable material that is regulated by any law;
- ii) Any material or product that due to its composition or characteristics is considered to be hazardous material or waste under the law in force;
- iii) Any by-product of oil.

It is absolutely forbidden for all the personnel of the Supplier or its subcontractors present at the ENEL worksites to carry out hunting or fishing or to light fires, whether in the workplace or in the entire surrounding area. Vegetation cutting is only allowed when: it is absolutely necessary, the Supplier has permits (licences) from the authorities and authorisation from ENEL, the Supplier must present the information on said cutting to ENEL before starting such activity. The Department of Safety and Environment of ENEL shall agree with the Supplier the period of anticipation for the delivery of this information.

The Supplier must ensure that the discharges of hazardous materials and effluents in its activities and those of its subcontractors do not exceed the values indicated in the Local Regulation or ENEL Regulations.

At the end of the service, after having removed all equipment and materials, the Supplier shall clean the site, collecting all metal waste, wood, plastics, etc. Any portions of soil contaminated by chemical products and lubricants shall be removed, treated and removed from the site to be deposited at authorised sites.

In the case of accidental events of contamination or environmental damage, it shall be the responsibility of the Supplier's manager to notify ENEL as soon as possible and intervene using all possible techniques to mitigate the damage.

#### 1.17 Interference in activities

In the course of carrying out the work and other tasks related to it, the Supplier shall not interfere with the operations of any other installation or activity that may be near the worksite and all arrangements must be made by the Supplier with the supervisors or operators of those other facilities or activities. The Supplier shall be solely responsible for any damage that it may cause to any installation or personnel during the performance of its work and must coordinate at all times with third parties to avoid risks or conflicts.

When it is planned to carry out activities in or near plants in operation, the Supplier must previously request and obtain permission through a written form. The Supplier must take all the necessary precautions, comply with all the requirements and adopt the precautions and safety devices that the standards require and experience recommends, and which have been designed to prevent and avoid all types of accidents and incidents. If it is necessary to interrupt the operation at any ENEL plants, the Supplier must request permission from ENEL Management and obtain it before starting the activities. If the plant must suddenly enter into operation, the Supplier must immediately discontinue the activities and leave the plant in accordance with the procedures and practices of ENEL. In the event that the Supplier does not comply with these obligations and causes delays in the execution of the work in comparison with the previously established planning, it shall be responsible for the damages caused to ENEL and to third parties.

When more than one supplier company or subcontractor is present in the workplace, they must form a "Permanent Company Coordination Committee" that shall be coordinated by the Supplier indicated by ENEL. The purpose of said Committee is to evaluate and reduce, in a coordinated manner, the occupational hazards that may result from the development of the activities of all Suppliers and their subcontractors.

#### 1.18 Non-compliance with Occupational Health, Safety and Environmental Requirements

The Supplier and its subcontractors must strictly comply with all the National Laws and Standards regarding labour, occupational health, safety and environmental matters and ENEL standards. In case of inconsistency between the Standards under the Law and those of ENEL, the most restrictive ones to the benefit of health, safety and environmental protection shall be applied.

The Supplier shall be responsible for compliance by its subcontractors with all the provisions included in this Contract and the legal regulations in force.

To monitor the implementation of measures to control the risk factors of the works under the Contract, ENEL may make visits to the worksite and request explanations and written reports from the Supplier at any time.

In cases where non-compliance with Health, Safety and Environment requirements could involve, in the view of ENEL, an imminent danger, understood as any situation that creates an evident and manifest risk of harm to the physical integrity of persons or the possibility of serious environmental damage, ENEL may request the immediate correction of the finding and stop the work until the problem is solved.

#### 1.19 Termination of the Contract due to Non-Compliance with Requirements Related to Health, Safety and the Environment

ENEL, at its sole discretion, has the authority to immediately terminate this Contract when the Supplier and/or any of its subcontractors breach any of the applicable health, safety and environmental rules and regulations in force, including but not limited to the following cases:

1. Non-compliance with the correct preparation and/or sending to ENEL of any of the health, safety and environmental documents required by the Contract or by means of any of the rules, regulations and laws in force, including but not limited to risk assessment documents that must be sent to ENEL before the start of work or the Safety Plan;
2. Shortcomings in the execution of the Occupational Health, Safety and Environment plan.
3. Employment of personnel without qualifications or without authorisation, when ENEL verifies it in some way during the execution of the Contract;
4. Non-compliance, verified in some way by ENEL, of any of the provisions for the protection of occupational health and safety in relation to: i) use of tools and work equipment, as well as individual safety equipment; ii) safety regulations for temporary or mobile sites; iii) health and safety warning signage; iv) manual handling of loads; and v) any other provision under the applicable laws;
5. Non-compliance, verified in some way by ENEL, with any other applicable legal provision on occupational health and safety and environmental protection, expressly referred to in this Contract.

ENEL shall exercise its right to terminate the Contract by sending the Supplier notice of the expected termination date at least 15 (fifteen) days in advance. If the Supplier does not repair the contractual breach mentioned in the ENEL notification, the Contract shall be terminated immediately, without any other prior formality or any judicial intervention procedure being necessary.

**1.20 Settlement of Damages for Non-Compliance with the Health, Safety and Environmental Requirements Established by this Contract**

Without prejudice to the rights mentioned above and without limiting the right to demand compensation for other major damages, ENEL, at its sole discretion, has the authority to demand, for each breach of any of the legal provisions regarding occupational health and safety in the following amounts as settlement for damages at any time:

- A) US\$650 (six hundred and fifty dollars) in the event of a serious breach.
- B) US\$1,300 (one thousand three hundred dollars) in the event of very serious breach.

In the event that the breach expressed in points A), B) and the "extremely serious" cases should cause injury to workers, ENEL, at its sole discretion, shall be entitled to demand the settlement of damages for up to 2% of all the amount of the Contract, and in no case less than US\$1,300.00 (one thousand three hundred dollars). Along with the settlement of damages expressed above, ENEL, at its exclusive discretion, has the authority to:

1. Stop the execution of the activities under the Contract for a number of days that may vary depending on the degree of importance of the breach and, in any case, until an adjustment or improvement has been made to correct said non-compliance; and without the Supplier having the right as a result to extend the deadline set to finish the works or to demand compensation for damages.
2. Require the Supplier to make its employees - the people to whom the breach can be attributed - receive additional training consisting of a 16-hour course on safety and environmental issues.
3. Withhold 10% of the payment to the Supplier from the moment in which the breach is verified until it is confirmed that an adjustment or improvement has been made to remedy said breach.

The application of penalties shall be done in accordance with local tax laws. ENEL shall donate the amount of the penalties to a fund set up to finance information and training on safety and the environment to be given to the Suppliers.

**Annex I. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT ("Type 3")****1.1 Safety and Environment Policy**

The Supplier and ENEL declare their commitment to work together to achieve the "zero accidents" target.

ENEL accepts and adheres to the principles presented in the "Health, Safety and Environment Policy". Likewise, with respect to the services entrusted to the Supplier, it requires that both the Supplier and any person acting at the Worksite on behalf of the Supplier accept, respect and comply with the Health, Safety and Environment Policy. This is included in the attached document.

**1.2 General Measures**

The Supplier shall at all times take the necessary measures to provide sufficient safety conditions to its employees and third parties. The Supplier shall instruct its personnel in the safe working procedures to follow in each task.

The Supplier undertakes to provide a safe and healthy work environment that protects its personnel, its subcontractors, ENEL personnel and third parties from any danger associated with the provision of these services. All the facilities, equipment, tools and other elements used by the Supplier in the provision of services, as well as work practices, are part of the work environment.

The Supplier is responsible for the occupational health and safety of all persons and private property that are at the Worksite or that are in any way related to the work.

The act of subcontracting to third parties for the execution of any of the activities that are under the responsibility of the Supplier does not exclude or in any way limit the obligations and responsibilities that the Supplier has acquired through this Contract or which may be related hereto. Likewise, it is established and accepted that the Supplier has full and exclusive responsibility vis-à-vis ENEL for complying with this Contract, as well as being liable for any damages caused to third parties during the execution of the Contract.

The Supplier shall give its workers the opportunity to state whether they consider that in carrying out the tasks inherent to their position in relation to this Contract there are any conditions and risks that could lead to accidents or damage to the environment. This communication must be notified immediately to ENEL, so that the Occupational Health, Safety and Environment Committee, ENEL's Safety Managers and the respective manager or committee of the Supplier can assess and, where necessary, correct the situations found.

The Supplier must have the necessary methods to be able to give health, safety and environmental instructions in the language in which they are understood by their workers and those of their subcontractors.

The Supplier prior to the start of each activity must have the Risk Assessment specific to the main phases of the work duly approved by ENEL. The Supplier must inform its personnel and the personnel of its subcontractors of all the risks to which they will be exposed as part of their work, as well as the means of mitigation, prevention and control according to the Occupational Health, Safety and Environment Plan of the Supplier duly approved by ENEL. The measures indicated in the Risk Assessment and the Occupational Health, Safety and Environment Plan of the Supplier must be implemented in order to reduce risks and avoid accidents or environmental damage. The Risk Assessment specific to each place of work and/or activity must be continuously developed by the Supplier, both in the planning phase and also later when any changes should occur to the facilities, conditions, designs and activities. The performance of any work that does not have its respective Risk Assessment shall not be authorised.

The Supplier must ensure that the persons responsible for carrying out the work are aware of the nature and scope of the risks that could arise at the workplace facilities. Also, it must ensure that the aforementioned personnel shall respect the established precautionary procedures. ENEL reserves the right to request the withdrawal of any person who, due to their behaviour, entails risks to their own physical integrity or to that of third parties.

The Supplier shall be responsible for transporting its personnel to the work areas, so ENEL refuses to accept or undertake to perform this service with its vehicles. In addition, it must be taken into account that the personnel must have the necessary transport in accordance with the number of people, since people may not be transported in the rear sections of cargo vehicles.

It shall be the responsibility of the Supplier to provide potable water and the necessary hygiene resources to its workers and their subcontractors in order to avoid illnesses.

The Supplier shall prohibit the consumption on the Worksite of alcoholic beverages and drugs (including pharmacological products) that are illegal or that, being legal, may reduce the ability to perform the work safely. Likewise, any people who arrive while under the effects thereof shall be removed from the Worksite.

The Supplier shall prohibit the use or possession of any firearms or ammunition at the Worksite by its employees or the employees of its subcontractors. Firearms or ammunition used by the surveillance personnel are excluded from this provision, as long as they have the permits and authorisations required by the applicable legislation.

The Supplier must at all times implement all measures it deems necessary to prevent disturbances, protests, fights or conduct or similar disorders among its personnel or that of its subcontractors in order to preserve peace and guarantee the protection of persons and its properties. The Supplier shall immediately expel from the Worksite any person who is involved in any of these activities.

All employees of the Supplier and its subcontractors must be of legal age.

The Supplier must keep accident statistics and report to the Contract Coordinator for ENEL any occupational risk factors related to its activities and tasks that could arise during the execution of the Contract and the measures that will be implemented under their control.

In the first days of each month, the Supplier must present the data on hours worked and information on any accidents in accordance with the indications by ENEL. The Supplier must send ENEL all the Occupational Health, Safety and Environmental information required by the country's regulations.

**1.3 Memberships**

The Supplier must obligatorily ensure the membership of the workers of its subcontractors in the social security, occupational and risk insurance schemes applicable to their activity in accordance with local legislation and keep them insured during the entire period of performance of this Contract. If required by ENEL, the personnel of the Supplier and its subcontractors must have private insurance with accident coverage for the amounts that shall be previously agreed upon.

**1.4 Occupational Health, Safety and Environment Plan**

The Supplier prior to starting its activity shall have the obligation to prepare a written report in which the occupational and environmental risks must be analysed by activity to be developed (Risk Overview or Risk Assessment) and, based on this, prepare and put into operation the Occupational Health, Safety and Environment Plan, which consists of a document detailing any possible risks and the measures to prevent, mitigate or eliminate risks during the development of the contracted service, with the corresponding schedule of activities that must be carried out at its workplace. This document must be reviewed and approved by ENEL prior to its implementation. Once approved by ENEL the Occupational Health, Safety and Environment Plan, all measures and activities included in this document must be carried out.

To ensure compliance and supervision of the aforementioned Plan, the Supplier must appoint personnel for this purpose, said personnel must be approved by ENEL taking into account the competencies that are required to perform the functions included in the Plan.

The Supplier shall notify ENEL, before the start of the work, the name of the Safety and Environment Managers (Technicians and Supervisor) and the people in charge of the first aid. In the event that changes occur during the term of this Contract, they must be notified immediately. For its part, ENEL shall designate a person from the company as a contact person for Safety and Environment issues and/or appoint a Safety and Environment Coordinator.

The costs involved in the implementation of the Occupational Health, Safety and Environment Plan, as well as the attention of risks for the execution of the activities, must have been budgeted and included in the price established by the Supplier at the time of presenting their proposal, therefore ENEL shall not recognise any additional value for this item. The fact that ENEL has knowledge of this document or of any information contained in it does not exclude or in any way limit the obligations, duties and responsibilities of the Supplier.

**1.5 Evaluation of the Supplier's Personnel**

ENEL has the authority to evaluate, prior to the commencement of the work, the knowledge of the Supplier's personnel and that of its subcontractors regarding the risk assessment document and the pertinent safety measures. ENEL has the authority to exempt any worker whose evaluation has not been satisfactory from the completion of the work, at its sole discretion.

ENEL reserves the right to demand, at its sole discretion, that the employees of the Supplier and its subcontractors dedicated full time to safety and environmental issues (who must have certified experience in health, safety and environmental matters) fulfil the category of an employee available on a full-time basis.

The aforementioned amount of FULL-TIME EQUIVALENT resources devoted to safety issues must be specified, taking into account the number of employees of the Supplier and its subcontractors who are involved in the provision of the service.

#### **1.6 Accident/Incident Report**

The Supplier shall give immediate notice to the Supervisor of the works designated by ENEL whenever any incident or accident should occur that involves death, injury, property damage, environmental damage or exposure to a dangerous substance and submit in writing, within twenty-four (24) hours following the event, a full report indicating the place, day and time it occurred, name of the affected persons, injuries suffered, probable causes, damages caused, actions taken, actions to be taken and all the information considered necessary for the knowledge of the circumstances. This report does not release the Supplier from any of the responsibilities pertaining thereto. In addition, the Supplier must report the occurrence of any accidents to the Government Entities in accordance with the applicable Local Laws and Regulations.

#### **1.7 Personal and Collective Protection Equipment**

In order to carry out the activities and render the service, the Supplier's personnel, in accordance with National Legislation or ENEL regulations, are obliged to provide all personnel under their charge with the protective equipment and work clothing suitable to protect them from any possible harm. The personal protection equipment (helmet, gloves, lenses, harnesses etc.) must be certified (ANSI, EN or equivalent) and must be in good conditions of use. ENEL shall perform an inspection of said equipment before the start of the tasks to ensure that these requirements are met. In addition, the Supplier must monitor the correct use and quality thereof and carry out the timely replacement and storage of these elements.

The Supplier shall include any safety element that is necessary according to the nature of the activity according to the corresponding risk assessment.

The Supplier must provide training in the correct use of all personal and collective protection equipment to all its personnel and subcontractors.

All the elements described in this subsection shall be subject to inspection by ENEL prior to and during its use to verify that they comply with applicable laws, regulations and/or safety regulations. In the event that during the inspection it is determined that they do not comply with the safety parameters, the Supplier shall proceed with their immediate removal from the worksite.

#### **1.8 Materials, Machinery, Equipment and Tools**

The Supplier shall provide and supply all the materials, machinery, equipment and tools that its personnel may require for the development and proper execution of their work, which will allow them to carry out their work safely and with a high level of quality.

All materials, machinery, equipment and tools must be maintained and taken care of to resist deterioration due to the environmental conditions prevailing in the Worksite. This procedure shall include coverage of protective material, insulation and others. Additionally, they must have all the elements that guarantee their safe use (lights, alarms, protection guards, etc.). The use of machinery, equipment and tools without this protective equipment is prohibited.

The machinery, vehicles and equipment of the Supplier shall be used only by qualified and authorised personnel. When applicable, a certification, permit or license for use or driving must be presented. ENEL shall review said documentation before starting the visit and periodically during the activities.

All the elements described in this subsection shall be subject to inspection by ENEL prior to and during their use to verify that they comply with applicable laws, regulations and/or safety and environmental regulations. In the event that during the inspection it is determined that they do not comply with the safety parameters, the Supplier shall proceed with their immediate removal from the worksite. The Supplier must send the information on the materials, machinery, equipment and tools to ENEL a week before starting its use and said use must be authorised by ENEL.

#### **1.9 Electrical Risk**

When there is electrical risk in the activities of the Supplier, the latter must evaluate and coordinate the management of the electrical risks of each activity for which it is responsible and apply all the necessary measures for the safe execution of the work. The Supplier must comply with all the National Laws and Standards regarding electrical risk protection and/or the standards of good practices required by ENEL, with the preference of using the most restrictive for the benefit of safety.

#### **1.10 Inspection and Surveillance**

The Supplier and the Entities authorised by ENEL shall be able to carry out inspections, audits and follow-up of the Contract on site through its person in charge and with the participation of the person responsible for the health, occupational safety and environmental management of the Supplier, to verify compliance with the control measures necessary in terms of equipment, elements, worksites, personnel and documents that are necessary to assess compliance and the application of the standards of Occupational Health, Safety and Environment.

#### **1.11 Documents to be submitted**

Before the visits to the sites, the Supplier shall present a list of all its workers, with an identity document number. This list must be updated periodically in accordance with what ENEL indicates. All employees (workers) and subcontractors of the Supplier must be identified by means of a company card and name badge.

#### **1.12 Induction of workers**

The Supplier shall ensure that all of its workers are made aware of which areas are dangerous and/or restricted, and workers shall be required to participate in an induction talk on Health, Safety and Environment, which shall be duly documented.

The Supplier undertakes to train its personnel in the field of prevention of accidents at work, environmental accidents, occupational diseases, risks and dangers that may affect them, and on the form, methods and systems that must be observed to prevent or avoid them. In this sense, it shall develop a policy of prevention, promotion and protection of the health and safety of workers, as well as the upkeep of goods and preservation of the environment in accordance with the tasks assigned by the Contract.

#### **1.13 Training and preparation**

The Supplier must employ personnel possessing the skills, knowledge, licences and certificates which are required and necessary to perform the corresponding work in a safe manner, making available to ENEL the records and appropriate documentation confirming such abilities, knowledge and skills. If it is reasonable, ENEL may require the Supplier to withdraw any employee from the Worksite who:

- c) Performs their activities incompetently, unsafely or with high degree of negligence, or
- d) Continuously fails to comply with the requirements of the Contract.

The Supplier must replace this person with a suitable replacement.

The Supplier, through its supervisors or managers, must perform daily before the start of the day and whenever, during the course of a working day, there should be a change of activity or environmental conditions, an informative lecture aimed at its personnel and its subcontractors indicating the risks linked to the activity and the actions necessary to reduce these risks.

The Supplier agrees to provide training to its personnel and its subcontractors in the field of prevention of: Occupational accidents, environmental accidents, occupational diseases, risks and hazards that may affect them, including methods and systems to observe to prevent or avoid them.

The Supplier must inform all its personnel and the personnel of its subcontractors of their contractual obligations regarding occupational health, safety and the environment.

The Supplier must maintain a permanent programme of communication and awareness regarding Occupational Health, Safety and respect for the Environment.

The Supplier, through its Supervisors or Managers, must hold regular meetings in the workplace related to the risks of the activities and the actions to be taken to reduce said risks.

#### 1.14 Requirements in Working Conditions

The Supplier is obliged to maintain a properly equipped first-aid kit in the work area and for each worksite, for first aid care for its workers. Additionally, when required by local legislation or by ENEL, it must maintain Medical and Ambulance Services at the site.

The Supplier shall supply, install and maintain on its own account all types of signs, lights and shields necessary for the protection of workers and public safety.

#### 1.15 Emergency Requirements

The Supplier must have an Emergency Response Plan in a final version approved by ENEL, this document describes the organisation, resources and measures that will help in bringing an emergency under control. The Supplier shall make the Plan known to its personnel and its subcontractors.

The Supplier must have at least one team of people prepared to act in the event of emergencies at the site (Emergency Brigade), with said team being in charge of fire prevention and fighting, first aid, evacuation, search and rescue functions.

ENEL reserves the right to demand, in accordance with local regulations or at its sole discretion and depending on the characteristics of the site, that the Supplier should have a medical area in the workplace, guarantee the availability of a 4x4 ambulance and, if necessary, a helicopter transfer service to transport people with serious injuries.

The Supplier must adopt and comply with all standards and regulations against fires and/or explosions established by ENEL or those established by the Competent Authorities.

The Supplier must cover all costs related to medical assistance and first aid of its personnel and that of its subcontractors.

#### 1.16 Environmental Requirements

The Supplier must prevent harmful effects to the environment, always acting in accordance with national legislation and ENEL standards regarding the matter.

The Supplier undertakes to adopt the appropriate measures to prevent damage to the environment during the execution of the work or as a result thereof. In carrying out its activities, the Supplier shall comply with the Environmental Laws, with the Environmental Impact Study (or similar) and, in the cases in which it is applicable, with the World Bank Guidelines.

It is the duty of the Supplier to ensure that all surfaces where lubricants, fuels and chemical products are stored and handled have waterproof structures and are equipped with a containment system to control eventual spills and soil contamination. The Supplier must have at their disposal the safety sheets (MSDS) and technical specifications relating to these materials.

The oils and chemicals used must be collected by the Supplier and packaged in barrels or suitable containers to be removed from the site and managed according to national environmental standards or ENEL standards. Likewise, it must have suitable equipment for the collection of chemical spills. Any chemical spillage into the soil or surrounding water shall be treated according to local regulation or ENEL standards.

The Supplier and its subcontractors must have an adequate waste management system, which shall include descriptions of the containers, methods of collection, classification, transportation and final disposal at sites authorised by the local authorities.

In the event that the Supplier is required to handle dangerous substances or materials such as those defined below, it shall perform an adequate procedure in accordance with the local regulations in force or as stipulated by ENEL in order to avoid any damage to health or the environment. It is clarified that ENEL must previously know about and authorise the use of these materials.

The following are considered to be hazardous substances or materials:

- iv) Any material, product or solid waste contaminant, hydrocarbons, toxic substances, waste of any explosive, radioactive or flammable material that is regulated by any law;
- v) Any material or product that due to its composition or characteristics is considered to be hazardous material or waste under the law in force;
- vi) Any by-product of oil.

It is absolutely forbidden for all the personnel of the Supplier or its subcontractors present at the ENEL worksites to carry out hunting or fishing or to light fires, whether in the workplace or in the entire surrounding area. Vegetation cutting is only allowed when: it is absolutely necessary, the Supplier has permits (licences) from the authorities and authorisation from ENEL, the Supplier must present the information on said cutting to ENEL before starting such activity. The Department of Safety and Environment of ENEL shall agree with the Supplier the period of anticipation for the delivery of this information.

The Supplier must ensure that the discharges of hazardous materials and effluents in its activities and those of its subcontractors do not exceed the values indicated in the Local Regulation or ENEL Regulations.

At the end of the service, after having removed all equipment and materials, the Supplier shall clean the site, collecting all metal waste, wood, plastics, etc. Any portions of soil contaminated by chemical products and lubricants should be removed, treated and removed from the site to be deposited at authorised sites.

In the case of accidental events of contamination or environmental damage, it shall be the responsibility of the Supplier's manager to notify ENEL as soon as possible and intervene using all possible techniques to mitigate the damage.

#### 1.17 Interference in activities

In the course of carrying out the work and other tasks related to it, the Supplier shall not interfere with the operations of any other installation or activity that may be near the worksite and all arrangements must be made by the Supplier with the supervisors or operators of those other facilities or activities. The Supplier shall be solely responsible for any damage that it may cause to any installation or personnel during the performance of its work and must coordinate at all times with third parties to avoid risks or conflicts.

When it is planned to carry out activities in or near plants in operation, the Supplier must previously request and obtain permission through a written form. The Supplier must take all the necessary precautions, comply with all the requirements and adopt the precautions and safety devices that the standards require and experience recommends, and which have been designed to prevent and avoid all types of accidents and incidents. If it is necessary to interrupt the operation at any ENEL plants, the Supplier must request permission from ENEL Management and obtain it before starting the activities. If the plant must suddenly enter into operation, the Supplier must immediately discontinue the activities and leave the plant in accordance with the procedures and practices of ENEL. In the event that the Supplier does not comply with these obligations and causes delays in the execution of the work in comparison with the previously established planning, it shall be responsible for the damages caused to ENEL and to third parties.

When more than one supplier company or subcontractor is present in the workplace, they must form a "Permanent Company Coordination Committee" that will be coordinated by the Supplier indicated by ENEL. The purpose of said Committee is to evaluate and reduce, in a coordinated manner, the occupational hazards that may result from the development of the activities of all Suppliers and their subcontractors.

#### 1.18 Non-compliance with Occupational Health, Safety and Environmental Requirements

The Supplier and its subcontractors must strictly comply with all the National Laws and standards regarding labour, occupational health and safety and environmental matters and the ENEL standards (included in this document). In the event of discrepancies between the standards under the Law and those of ENEL, the most restrictive in benefit of health, safety and environmental protection shall be applied.

The Supplier shall be responsible for compliance by its subcontractors with all the provisions included in this Contract and the legal regulations in force.

To monitor the implementation of measures to control the risk factors of the works under the Contract, ENEL may make visits to the worksite and request explanations and written reports from the Supplier at any time.

In the event of non-compliance with Health, Safety and Environment requirements by the Supplier or its subcontractors, ENEL shall notify the Supplier of the finding and grant it 5 days to submit a corrective plan. This Plan must be applied within a maximum period of 15 days. The deadline to apply this Correction Plan may be extended as long as this condition is approved by ENEL and provided that this does not endanger the integrity of the persons or generate risk of serious environmental damage.

In cases where non-compliance with Health, Safety and Environment requirements could involve, in the view of ENEL, an imminent danger, understood as any situation that creates an evident and manifest risk of harm to the physical integrity of persons or the possibility of serious environmental damage, ENEL may request the immediate correction of the finding and stop the work until the problem is solved.

#### **1.19 Termination of the Contract due to Non-Compliance with Requirements Related to Health, Safety and the Environment**

ENEL, at its sole discretion, has the authority to immediately terminate this Contract when the Supplier and/or any of its subcontractors breach any of the applicable health, safety and environmental rules and regulations in force, including but not limited to the following cases:

6. Non-compliance with the correct preparation and/or sending to ENEL of any of the health, safety and environmental documents required by the Contract or by means of any of the rules, regulations and laws in force, including but not limited to risk assessment documents that must be sent to ENEL before the start of work or the Safety Plan;
7. Shortcomings in the execution of the Occupational Health, Safety and Environment plan.
8. Employment of personnel without qualifications or without authorisation, when ENEL verifies it in some way during the execution of the Contract;
9. Non-compliance, verified in some way by ENEL, of any of the provisions for the protection of occupational health and safety in relation to: i) use of tools and work equipment, as well as individual safety equipment; ii) safety regulations for temporary or mobile sites; iii) health and safety warning signage; iv) manual handling of loads; and v) any other provision under the applicable laws;
10. Non-compliance, verified in some way by ENEL, with any other applicable legal provision on occupational health and safety and environmental protection, expressly referred to in this Contract.

ENEL shall exercise its right to terminate the Contract by sending the Supplier notice of the expected termination date at least 15 (fifteen) days in advance. If the Supplier does not repair the contractual breach mentioned in the ENEL notification, the Contract shall be terminated immediately, without any other prior formality or any judicial intervention procedure being necessary.

#### **1.20 Settlement of Damages for Non-Compliance with the Health, Safety and Environmental Requirements Established by this Contract**

Without prejudice to the rights mentioned above and without limiting the right to demand compensation for other major damages, ENEL, at its sole discretion, has the authority to demand, for each breach of any of the legal provisions regarding occupational health and safety in the following amounts as settlement for damages at any time:

- A) US\$650 (six hundred and fifty dollars) in the event of a serious breach.
- B) US\$1,300 (one thousand three hundred dollars) in the event of very serious breach.

In the event that the breach expressed in points A), B) and the "extremely serious" cases should cause injury to workers, ENEL, at its sole discretion, shall be entitled to demand the settlement of damages for up to 2% of all the amount of the Contract, and in no case less than US\$1,300.00 (one thousand three hundred dollars). Along with the settlement of damages expressed above, ENEL, at its exclusive discretion, has the authority to:

4. Stop the execution of the activities under the Contract for a number of days that may vary depending on the degree of importance of the breach and, in any case, until an adjustment or improvement has been made to correct said non-compliance; and without the Supplier having the right as a result to extend the deadline set to finish the works or to demand compensation for damages.
5. Require the Supplier to make its employees - the people to whom the breach can be attributed - receive additional training consisting of a 16-hour course on safety and environmental issues.
6. Withhold 10% of the payment to the Supplier from the moment in which the breach is verified until it is confirmed that an adjustment or improvement has been made to remedy said breach.

If the number of breaches is such that the amount of the damage settlement should reach 5% of the contractual amount, ENEL shall be authorised to terminate the Contract, previously notifying the Supplier of its decision. The application of the penalties shall affect the rating of the Supplier.

The application of penalties shall be done in accordance with local tax laws. ENEL shall donate the amount of the penalties to a fund set up to finance information and training on safety and the environment to be given to the Suppliers.

**APPENDIX II DECLARATION OF CONFLICT OF INTEREST <sup>[1]</sup> (Legal Person)**

The Company ..... in the person of its legal representative.....

Acknowledges that:

- The ENEL Group has adopted an Ethical Code and approved the Zero Tolerance Plan against Corruption;
- These documents express the commitments and ethical responsibility of the ENEL Group in the management of its business and in the management of its relations with third parties and respond to the requirement to guarantee accuracy and transparency in the conduct of business activities and relations with third parties;
- The Group wants to guarantee and promote maximum impartiality, transparency and full traceability of the various Procurement processes;

And it is fully aware that ENEL shall have the right to terminate the Contract and to take any legal action available to it in claiming damages, in the event that the Supplier should make a declaration or action contrary to the avoidance of conflict of interest, as well as in the event that, as a consequence of a declaration and/or action issued or made by the Supplier, a conflict of interest situation should arise, under the terms set forth in this clause.

**DECLARES**

1. That from the analysis of the composition of its own shareholding, of its management or control bodies (including trusts and holding *companies*), as well as any other information available to the Company <sup>[2]</sup>

**There is no / There is <sup>[3]</sup> :**

- a) Persons who exercise, within the ENEL Group companies, senior management functions (director, senior manager with strategic responsibilities), or auditor of the ENEL Group;
- b) Employees of the companies of the ENEL Group;
- c) With reference to the parties mentioned in points a) and b), family members / relatives up to the second degree / spouse not legally separated / partner / spouse or children of their partner / who are related to him by relationship by blood or family relationship;

2. That the CEO (in the case of the Public Limited Companies) / the Administrators (in the case of an SRL) / shareholders (in the case of partnerships) / that the people with strategic responsibilities within the organisational structure (in the other cases) and their relatives (spouse not separated, relatives / people related in a direct line of first degree)

**Has not held / has held <sup>[4]</sup>**

In the last twenty-four (24) months, positions in the Public Administration or in Entities in charge of public services, which have been directly related to activities carried out by any of the companies of the ENEL Group (granting of concessions, control activities, etc.).

The undersigned company undertakes to notify ENEL immediately of any change in the information used for this declaration. In addition, acknowledging that ENEL may at any time require verification of the content of this declaration, it undertakes now to present the appropriate documentation.

In witness whereof

Date .....

Company Signature and stamp of the Legal representative

**Personal data processing: information and consent.**

*Under the legislation in force on the protection of personal data, ENEL guarantees that the information provided will be used exclusively in relation to the tender process and selection of Suppliers, in order to ensure fairness, transparency and accuracy and to prevent situations of potential conflict of interest and illegal behaviour in accordance with the provisions of the Code of Ethics and the ZTC Plan adopted by the ENEL Group. You have the right to access your data and ask ENEL for its correction, addition, or in extreme cases, cancellation or suspension.*

*Taking all this into account, I hereby sign as the legal representative of the aforementioned company to show my consent to the processing of personal data within the limits and for the purposes established in the call for the same.*

(Full and legible signature)

**Note: The signature of the owner or legal representative must, under penalty of exclusion, be accompanied by a photocopy of the identity document of the signer (front / back)**

<sup>[1]</sup> Public bodies, the companies listed on the stock exchange, the banks and the companies controlled by them, are not obliged to issue this statement.

<sup>[2]</sup> The information provided in compliance with this clause has been acquired in accordance with the regulations on the protection of personal data, based on audits that go back to the persons who are in possession of the individual shares of the companies/actions of the signing company, as well as each and every company (including trusts and their beneficiary) that have direct control of the registering company.

<sup>[3]</sup> Delete as applicable. In the event of having one of the situations listed, please indicate the complete information regarding the same in the enclosed declaration. ENEL shall carry out the necessary checks for the purposes of this declaration.

<sup>[4]</sup> Delete as applicable.

**ANNEX TO THE DECLARATION OF CONFLICT OF INTEREST (Legal Person)**



The Company ..... in the person of its legal representative.....

establishes that from the analysis of the composition of the governing bodies of the company and its parent companies and any other (including holding companies), as well as any other information available to the Company, based on evidence, traced back to the individuals shares in the company / equity in possession of the person (sic):

1.

Given Name Mr. .... Surname(s) \*

Born in ..... Tax Code .....

Resident at the address .....

In this company as .....

Within the ENEL Group is the following:

- Director of the Company ..... ENEL Group
- The key management personnel (specify the corresponding function) of the Company ..... ENEL Group.
- Employee of the function (specify the corresponding function) ..... with role/position ..... of the Company ..... ENEL Group
- Auditor of the Company ..... ENEL Group
- Relative / related to the second degree of consanguinity / relationship by marriage / spouse, unless legally separated / cohabitant / child of the spouse / partner of the child / dependent related by kinship or by marriage

Given Name \* Surname \* Belonging to the Company .....

ENEL Group ..... with role/position .....

In witness whereof, Place and Date, ..... (full and legible signature)

The undersigned note that this statement has been made on the basis of information obtained in observance of the rules on protection of personal data, based on audits that have been traced back to the individuals in possession of the shares of each company / equity and undertakes to notify ENEL immediately of any change to the information submitted in this statement. In addition, acknowledging that ENEL may make an application at any time to verify the content of this declaration, it undertakes now to present the appropriate documentation.

In witness whereof

Date .....

(Full and legible signature)

**Personal data processing: information and consent.**

*Under the legislation in force on the protection of personal data, ENEL guarantees that the information provided shall be used exclusively in relation to the procurement process and selection of Suppliers, in order to ensure fairness, transparency and accuracy and to prevent situations of potential conflict of interest and illegal behaviour in accordance with the provisions of the Code of Ethics and the ZTC Plan adopted by the ENEL Group. You have the right to access your data and ask ENEL for its correction, addition, or in extreme cases, cancellation or suspension.*

*Taking all this into account, I sign as the legal representative of the aforementioned company my consent to the processing of personal data within the limits and for the purposes established in the call for the same.*

(Full and legible signature)

**Note: The signature of the owner or legal representative must, under penalty of exclusion, be accompanied by a photocopy of the identity document of the form (front / back)**

**ANNEX III DECLARATION OF CONFLICT OF INTEREST (Natural Person)**

The undersigned

Acknowledge that:

- The ENEL Group has adopted an Ethical Code and approved the Zero Tolerance Plan against Corruption;



- These documents express the commitments and ethical responsibility of the ENEL Group in the management of its business and in the management of its relations with third parties and respond to the requirement to guarantee accuracy and transparency in the conduct of business activities and relations with third parties;
- The Group wants to guarantee and promote maximum impartiality, transparency and full traceability of the various Procurement processes;

And it is fully aware that ENEL shall have the right to terminate the Contract and to take any legal action available to it in claiming damages, in the event that the Supplier should make a declaration or action contrary to the avoidance of conflict of interest, as well as in the event that, as a consequence of a declaration and/or action issued or made by the Supplier, a conflict of interest situation should arise, under the terms set forth in this clause.

**DECLARES**

1. do not cover / cover <sup>[1]</sup> - within the ENEL Group companies a role in senior management (director, senior manager with strategic responsibilities), an employee of the same company or the auditor of the ENEL Group;
2. Do not have / have <sup>[1]</sup> - in the Group Companies relatives / relatives up to the second degree / spouse not legally separated / partner / spouse or children of their partner / dependents of the undersigned who are related to them by kinship or marriage.
3. Have not / have held [1] In the last 24 months positions in the Public Administration or in Entities in charge of public services, which have been directly related to activities carried out by any of the companies of the ENEL Group (granting of concessions, activities of control, etc.). Similarly, to the extent of their knowledge, these roles have not been carried out by family members (spouse not legally separated, relatives/relations in a direct line relationship of first degree).

In case of being in one of the situations listed in sections 1 and 2, the applicant shall be obliged to provide ENEL with the attached declaration.

ENEL reserves the right to carry out the necessary verifications based on the declarations received.

The undersigned undertakes to notify ENEL immediately of any change in the information used for this declaration.

In addition, acknowledging that ENEL may at any time require verification of the content of this declaration, it undertakes now to present the appropriate documentation.

In witness whereof

Date .....

<sup>[1]</sup> Delete as applicable

Stamp

Signature

The undersigned states that this declaration has been made on the basis of information obtained in compliance with current regulations on the protection of personal data, and undertakes to notify ENEL immediately of any change to the information presented in this declaration. In addition, acknowledging that ENEL may at any time require verification of the content of this declaration, it undertakes now to present the appropriate documentation.

In witness whereof

Date .....

(Full and legible signature)

**Personal data processing: information and consent.**

*Under the legislation in force on the protection of personal data, ENEL guarantees that the information provided shall be used exclusively in relation to the procurement process and selection of Suppliers, in order to ensure fairness, transparency and accuracy and to prevent situations of potential conflict of interest and illegal behaviour in accordance with the provisions of the Code of Ethics and the ZTC Plan adopted by the ENEL Group. You have the right to access your data and ask ENEL for its correction, addition, or in extreme cases, cancellation or suspension.*

*Taking all this into account, I sign as the legal representative of the aforementioned company my consent to the processing of personal data within the limits and for the purposes established in the call for the same.*

(Full and legible signature)

**Note: The signature of the owner or legal representative must, under penalty of exclusion, be accompanied by a photocopy of the identity document of the form (front / back).**

**ANNEX TO THE DECLARATION OF CONFLICT OF INTEREST (Natural Person)**

Relating to point 1:

Director of the Company ..... of the ENEL Group

Manager with strategic responsibility (specify the corresponding function) ..... of the Company ..... of the ENEL Group.

Employee of the function (specify the corresponding function) ..... with function / position in the Company ..... of the ENEL Group;

Auditor ..... of the ENEL Group



Relating to point 2:

Relative / related to the second degree of consanguinity / relationship by marriage / spouse not legally separated / partner / child of the spouse / child of the partner / dependent of the undersigned, who is bound to them by a relationship of kinship or by marriage

Given name ..... Surname ..... Belonging to the Company .....  
of the ENEL Group ..... function / position .....

ENEL reserves the right to carry out the necessary verifications based on the declarations received.