

This “ANNEX XIII ARGENTINA” applies to contracts for the purchase of supplies and the commissioning of services or works between the companies of the ENEL Group and the Supplier, as such terms are defined in this document, wherever the Contract is governed by the legislation of the Argentine Republic.

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1. GENERAL INFORMATION.

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

1.2 This document is an integral and substantial part of the Basic General Terms and Conditions of Contract 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 General Terms and Conditions, the latter 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 XIII Argentina 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 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 shall be observed, in which the order of prevalence of the contractual documents is laid down.

1.5 The original version of this Annex XIII Argentina is the one written in Spanish (Castilian Spanish).

1.6 The Parties expressly submit:

- To the Law of the Argentine Republic for the interpretation and regulation of all issues that may arise in connection with the Contract.
- To the jurisdiction and competence of the ordinary national Courts with their district in the Autonomous City of Buenos Aires, 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.

2.1 The following terms, when used in capital letters in this document, shall have the meaning indicated below, except where due to the context they need to be assigned a different meaning.

- **Authorisation for shipment:** document issued by ENEL, by which the Supplier is authorised to proceed with the total or partial shipment of the equipment or material covered by the Contract, once the Inspection in Origin has been satisfactorily completed.
- **Goods:** merchandise, equipment or material purchased by ENEL from the Supplier under the corresponding Contract.
- **Certificate:** document issued in accordance with the procedure established in the Contract, by which ENEL provides its agreement for the invoicing of a portion of the price of the Good, work or service actually performed.
- **Schedule:** document that establishes the terms of the main activities that the Supplier shall develop for the fulfilment of the services covered in the Contract. Said Schedule shall indicate the start and end dates of each of them, which must obligatorily be accepted by the Supplier. The Schedule must be fully adjusted to the Period of Performance and may not be modified without the prior written approval of ENEL.
- **Inspector:** person designated by ENEL in the Contract or by written communication to the Supplier, who shall have full authority over it, to transmit indications and receive information on behalf of ENEL, but who may not accept amendments to the Contract. In particular, it shall be the Inspector's responsibility to control, inspect and monitor the Supplier in compliance with the Contract. The Inspector shall have the necessary powers for the performance of all the functions conferred on him/her in the Contract. The Supplier must comply with all the instructions given by the Inspector and must provide all the information required, providing unrestricted access to facilities and to the works executed or in execution. Likewise, the Inspector may delegate to third parties, partially or totally, permanently or temporarily, the functions for which he/she is responsible through written communication to the Supplier.
- **Stamp Tax:** tribute that taxes all deeds and contracts, of an onerous nature or susceptible to economic appreciation, that are entered into in the different provincial jurisdictions and that of the Autonomous City of Buenos Aires.
- **Inspection in origin:** is the procedure to be carried out in the facilities of the Supplier, in those of the subcontractor thereof or in another site to be defined in writing by ENEL, pursuant to which the tests will be carried out, provided for in the Contract for the Goods, material or equipment that need to be tested prior to their transport and entry to the Worksite. The Inspection in origin shall not imply the acceptance of the Good, nor the total or partial Provisional Acceptance of the contracted work or service.
- **Invitation to Tender:** document through which ENEL requests a bid in accordance with the Commercial Conditions and Technical Specifications established in the corresponding procurement process.
- **Bidder:** natural or legal person or persons, or association or grouping thereof, that present one or more bids.
- **Quality Control Plan:** document issued by the Supplier that specifies the processes, procedures and human and material resources that shall be applied to comply with the requirements of the Contract.

- **Inspection Point Programme:** is the document to be incorporated into the Contract that indicates the different inspections, tests, trials or examinations to be performed on the services fulfilled or to be fulfilled by the Supplier. The Contract may establish that the Inspection Point Programme shall be proposed by the Supplier and approved in writing by ENEL.
- **Provisional Acceptance:** provisional acceptance document as defined in the General Part of these General Terms and Conditions of Contract.
- **Dispatch Note:** commercial document that contains a list of Goods supplied and that certifies the delivery of the same.
- **Quality Assurance System and Quality Control Plan:** this is the system that establishes those requirements that the Supplier must meet to effectively and properly comply with the provisions of the Contract, in terms of quality assurance, without relieving the Supplier of the responsibility to comply with the specifications, best practices and the regulations in force. The Quality Assurance System and Quality Control Plan shall be presented by the Supplier to ENEL, which may approve it or make the observations and requests for adjustments it deems necessary.
- **Worksite:** this is the property or location where the Goods must be delivered or the works and services executed, in accordance with the provisions of the Contract.

3. ECONOMIC TERMS AND CONDITIONS.

3.1 Price.

3.1.1 The price shall be that established in the Contract, which shall indicate the applicable pricing methods (unit prices, lump sum payment, among others). Said price shall be fixed, certain, determined and invariable, unless expressly provided otherwise in the Contract, and shall include all costs, expenses, utility, duties, taxes or contributions, national, provincial and municipal taxes, and professional fees and contributions, as well as national and/or provincial pension plans, present or future, that must be paid for the execution of the work, the rendering of the services and/or the supply of the Goods, including, without limitation, the gross income tax and the Stamp Tax, except for VAT or any tax that may replace it in the future.

3.1.2 In the case of the performance of works or the implementation of a service, the Contract price includes at least, unless expressly included in other concepts, the following:

- Direct and indirect labour.
- Basic and executive or project engineering.
- Machinery and associated personnel.
- Amortisation of machinery.
- All equipment and material to be incorporated into the works.
- All the equipment and material necessary for the execution of the works which will not be incorporated into them.
- Transport to/from the place of work of personnel, equipment, material and means.
- General expenses and utility.
- Taxes, fees and other applicable taxes.
- Expenses incurred by the Supplier for programming, inspections and trials, control of material, control of execution, tests, acceptances and other analyses.
- Complete implementation of all works and services in accordance with the technical specifications and other contractual documents, the applicable law and the best practices.
- Construction, demolition and removal of auxiliary works, surveillance or storage facilities and those realised in compliance with the Occupational Risk Prevention Regulations.
- Costs of guarantees and insurance.
- Management and obtainment of Permits and authorisations.

3.1.3 Any other costs or expenses necessary for the supply of the Goods, the execution of the work or the service in accordance with the applicable specifications, whether it is for services expressly provided for in the contractual documentation or other services that are not expressly provided for but that may be necessary for the Goods, work or service to comply with said specifications, the applicable regulations and industry best practices. Personnel costs will include all the necessary tools for the execution of the Contract, as well as the necessary equipment for the protection and safety of personnel (PPE, personal protective equipment, etc.) and the correct execution of the works.

3.1.4 Additional costs for transportation, food or lodging of the Supplier's personnel shall not be accepted.

3.1.5 The prices will be broken down in the price of the services, the price of the materials and corresponding taxes, in accordance with the applicable legislation. This shall not affect the lump sum nature of the price, when said modality is the one adopted in the Contract, it being understood that the breakdown of the price is being performed for certification purposes.

3.1.6 The Supplier shall assume any additional cost for the freight, transport and other expenses caused by the breach of the delivery and shipment conditions established in the Contract.

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

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

3.1.9 If the extensions, modifications or reductions that ENEL proposes, motivated by a justified reason, represent an increase or decrease of more than twenty percent (20%) of the Contract amount, the Supplier may accept or reject them, but in the latter circumstance, ENEL shall have the right to terminate the Contract and entrust the provision of the goods or the execution of the service or work to third parties or to ENEL itself.

3.1.10 At the request of ENEL, the Supplier shall include in the offer unit price scales in the event that ENEL considers necessary, during the execution of the Contract, the performance by the Supplier of work units, services or additional supplies not initially envisaged in the scope of the Contract (cost-plus basis). Said prices, once agreed upon by the Parties and incorporated into the Contract, shall include the same categories as those defined in the first section of this clause, and shall be applied when it is not possible to set a contradictory price or in cases where ENEL deems it necessary. The negotiation of the new price and the possible lack of agreement on it, shall not entitle the Supplier to refuse to provide said item immediately in accordance with the order by ENEL.

3.1.11 The performance of additional work may only be carried out with a written execution order from ENEL

3.2 Price changes and readjustment.

3.2.1 The prices shall always be fixed. Exceptionally, readjustment of prices may be allowed, being an indispensable requirement that the Contract establishes criteria, formulas and procedures to be applied.

3.3 Invoicing.

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

- a) The price corresponding to the supply, service or basic work.
- b) Any work contracted on a cost-plus basis as per 3.1.2, as a complement to what was agreed in the Contract.
- c) Adjustments of amounts already invoiced by application of readjustment formulas provided in the Contract. In this case, it shall be necessary to provide the supporting information for the values of the indices applied and the detail of the corresponding readjustment formula.

3.3.2 The following invoicing method for Goods and services shall apply:

3.3.3 Once each Certificate is approved in writing, the Supplier shall present the corresponding invoice. In the period between the date of presentation of the invoice and the payment of the same, the respective amounts shall not change and therefore readjustments or surcharges of any nature shall not accrue. ENEL shall be entitled to deduct from the payment of any of the invoices any amount owed by the Supplier for any reason, including, but not limited to, penalties or indemnities.

3.3.4 ENEL does not accept the issuance of Credit Invoices by the Supplier.

3.3.5 Invoices must indicate the Contract number and the Certificate or Dispatch Note number, amount invoiced, bonuses, special discounts, supplier code registered by ENEL, if any, tax identification number (CUIT) and any other requirements that are requested by ENEL. The invoices presented by the Supplier shall not be considered accepted or consented by ENEL due to the fact that they have not been rejected or challenged within a certain period, the Supplier waiving the presumption established in Article 1145 of the Civil and Commercial Code or any standard that may replace it in the future.

3.3.6 Without prejudice to the invoicing system and payment terms, the Supplier may issue electronic invoices in accordance with the requirements of the General Resolution 2584 of the Federal Administration of Public Revenues and its amendments and supplements. Electronic invoices may be submitted via email; however, such presentation shall be without prejudice of the Supplier's obligation to submit the same in original printed form to the address stated by ENEL in the Contract. If the Supplier chooses to use the aforementioned invoicing system, it must maintain it for the entire duration of the Contract or while said system is operative.

3.3.7 All invoices and, where appropriate, their supporting documentation, must be presented at the address indicated by ENEL in the Contract.

3.4 Payment terms.

3.4.1 Once ENEL has given its conformity to the compliance with the contractual conditions, the invoices received shall be paid within the period indicated in the specific conditions of the Contract, in accordance with the legislation in force.

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 total price.

3.4.3 For all purposes, the payment date shall be considered as the date on which ENEL issues the transfer order, regardless of any other date, such as the date of receipt of payment or of entry into the Supplier's account, etc.

3.4.4 All invoices and payments must be made in pesos. In the case of prices established in US dollars or in any other foreign currency, the seller's exchange rate published by the Banco de la Nación Argentina on the day before the payment was made shall be taken. In the event that the invoice should be issued in pesos and, by application of the aforementioned exchange rate, there should be differences between the amount invoiced and that received, the Supplier must issue a debit or credit note or the document required by ENEL to reflect the difference in accounting and fiscal terms.

3.4.5 ENEL shall not make any payments until the Supplier has accredited to ENEL's satisfaction that it has taken out the insurance policies under its responsibility and delivered the Advance Payment Guarantee and the Compliance Guarantee.

3.4.6 In the event of rejection of the invoice by ENEL, the payment shall be suspended and shall only be made within thirty (30) days following the date of regularisation of the situation that caused the aforementioned rejection by ENEL and the presentation of the new invoice, whichever should occur later.

3.4.7 The Stamp Tax that could be levied on the Contract shall be borne by both Parties in half shares, except in the event that a case of objective or subjective tax exemption is verified, in which case the Party not obtaining the exemption shall pay the corresponding portion of the Stamp Tax.

3.4.8 In the cases in which payment of the Stamp Tax is applicable, ENEL shall pay it in full and the amount corresponding to fifty percent (50%) of said Stamp Tax shall be discounted from the Supplier's first bill(s) presented to ENEL, until reaching the respective amount.

3.5 **Right of Retention of ENEL.**

3.5.1 Any payments that ENEL is required to make to the Supplier may be withheld totally or partially and without accruing interest, in the following cases:

- a) The lack of proof of compliance or non-compliance by the Supplier and/or its subcontractors with their labour and/or social security obligations.
- b) The existence of labour claims by employees or former employees of the Supplier and/or its subcontractors, invoking joint and several liability for application of the applicable legal standards in labour matters.
- c) The current existence or the well-founded risk of legal action by one or more third parties against ENEL arising from any act or deed or omission of the Supplier and/or third parties for whom the latter must respond, related to the Contract.
- d) Imposition of penalties by administrative authorities originating in causes attributable to the Supplier.
- e) Damages to the Goods of ENEL as a consequence of the negligence of the Supplier or third parties for which the latter must respond, or caused by the objects under its custody or ownership.
- f) The failure to take out or maintain the insurance policies they are required to hold.
- g) The failure to present the Advance Guarantees and/or the Compliance Guarantee.
- h) The serious or repeated breach of the obligations imposed by the Contract on the Supplier.

3.5.2 The withholding of payments for the aforementioned reasons shall not entitle the Supplier to suspend all or part of the execution of the services under its responsibility.

3.5.3 ENEL shall be entitled to apply the funds withheld to the direct settlement of claims or penalties from third parties, judicial or administrative authorities, or liabilities. This includes legal and defence expenses that ENEL must incur in relation to which the withholding was made, without this entitling the Supplier to make any claims. Once the circumstance that led to the retention of funds has ceased, if there is any amount left over, it shall be paid to the Supplier without the application of interest or readjustments of any kind.

3.5.4 ENEL, apart from the foregoing, shall demand compliance with the obligations of the Supplier as stipulated in the Contract.

4. **EXECUTION.**

4.1 **Inspections, tests and trials.**

4.1.1 ENEL may inspect the materials and equipment covered in the Contract at any time during its manufacture, as well as the execution of the contracted works or services, including the materials used by the Supplier in its 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 and best practices.

4.2.2 The Supplier shall be solely responsible for Quality Control, independently of the controls and tests carried out or demanded by ENEL by its own means or by those of a third party. These trials shall not limit the full responsibility for the proper fulfilment of the contract that is exclusively the responsibility of the Supplier.

4.2.3 Before initiating the manufacturing process, or the completion of the work or service contracted, the Supplier shall, at the request of ENEL, submit a Quality Control Plan (as per ISO 10.005, ISO 9001 or equivalent) for approval that shall include the Inspection Point Programme, as well as the list of applicable operations and procedures.

4.2.4 During the execution of the Contract, the Supplier shall apply the strictest and most rigorous observance of the provisions of its Quality Assurance System and Quality Control Plan duly approved by ENEL, which reserves the right to carry out the necessary audits to verify compliance.

4.2.5 Upon completion of the execution of the Contract, the Supplier shall deliver to ENEL, for its approval, a final report on Quality Control, 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, in any case, from its responsibility for the incorrect execution of the Contract.

4.3 **Conditions of delivery and receipt.**

4.3.1 General considerations.

4.3.1.1 If the Contract does not indicate a specific termination date, and only the performance or delivery period is established, this shall begin to be counted from the date of signing of the Contract.

4.3.2 Goods.

4.3.2.1 With each delivery, the Supplier must attach all the final technical documentation and the trial protocols established in the technical specifications applicable under the Contract and, as the case may be, in the corresponding Technical Standards.

4.3.2.2 The elements or parts rejected as a result of an inspection carried out by ENEL at the Supplier's workshops must be clearly identified and the Supplier shall be responsible for ensuring that they are not dispatched as part of the supply.

4.3.2.3 To perform the delivery, the Supplier shall send to ENEL, duly in advance and marked to the attention of the contact person or person in charge of acceptance as stated in the Contract, the Dispatch Note indicating the following data:

- Reference number of the Contract.
- Number of packages sent, indicating the material they contain. If they are the last of those contracted, this circumstance shall be expressly indicated.
- 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.
- Date and place of provision of equipment or materials.
- Likewise, the Supplier undertakes to immediately inform ENEL of any circumstance that could alter the agreed delivery terms.

4.3.2.4 In case of materials or equipment subject to quality control, and unless otherwise agreed, the Supplier shall not proceed to send them until they have the mandatory Authorisation for Shipment after the Inspection in Origin issued by ENEL. If, however, the Supplier should proceed to the shipment, it shall bear all expenses generated by the same.

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

4.3.2.6 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 need to be prolonged for a longer period of time, the amounts of compensation resulting from the subsequent storage and insurance expenses shall be established by mutual agreement.

4.3.2.7 Once the material or equipment has been received by ENEL, a Provisional Acceptance Certificate shall be issued, which must be signed by both Parties, and in which reference shall be made to the satisfactory result of the tests or trials and final examinations, or a record of the circumstances in which the deficiencies noted therein are to be remedied or corrected. The Provisional Acceptance Certificate shall be formalised within a maximum term of eight (8) calendar days from the date on which any of the Parties should request it, provided all the conditions or activities subject to the Contract have been fulfilled.

4.3.2.8 The signing of the Provisional Acceptance Certificate shall not entail the waiver by ENEL of the right to make a possible claim against the Supplier for any kinds of apparent or hidden defects or voiding defects that may affect the Goods.

4.3.2.9 When tests or trials and final examinations are not required, the delivery by the Supplier of the materials and equipment shall be formalised with the approval of ENEL upon receipt of the same.

4.3.2.10 The Supplier, in the execution of the Contract, must adopt all the necessary precautions and actions to avoid any type of physical or material damage and shall be obliged to repair it in the event it should occur.

4.3.2.11 The Supplier shall be responsible for ensuring that there is no possibility that items or parts rejected as a result of an inspection carried out by ENEL at the Supplier's workshops could end up being dispatched as part of the supply.

4.3.3 Works and/or services.

4.3.3.1 The Supplier shall notify ENEL when the execution of the contracted works or services has finished, requesting the granting of the Provisional Acceptance.

4.3.3.2 Within a term of ten (10) days, the Parties shall carry out a joint review of the work or service executed and shall sign the Provisional Acceptance Certificate, provided that the works or services have been duly executed in accordance with the provisions of the contractual documentation, without any missing elements or defects. When there are any missing elements or inconsequential delays that do not jeopardise the safety of people or objects, ENEL may grant the Provisional Acceptance subject to the Supplier's commitment to correct said minor deficiencies or deficiencies within a period to be agreed upon.

4.3.3.3 If the Supplier, despite having been summoned, does not attend the Provisional Acceptance act, the Certificate prepared by ENEL shall have the same effects as if it had been signed by the Supplier.

4.3.4 Final Receipt of works and/or service.

4.3.4.1 After the warranty period provided for in the Contract has elapsed, if no hidden or apparent defects or faults have been encountered or if they have been corrected to the satisfaction of ENEL, the Supplier shall notify ENEL of the expiry of said period, requesting the Final Acceptance document. In view of such request, ENEL shall notify the Supplier of the date set for the Final Acceptance, which must occur within a period not exceeding thirty (30) days from the receipt of notification by ENEL.

4.3.4.2 ENEL shall verify the status of the contracted work or service and determine whether it meets the required conditions, carrying out the necessary tests.

4.3.4.3 If the Supplier, despite having been summoned, does not attend the Final Acceptance act, the Certificate prepared by ENEL shall have the same effects as if it had been signed by the Supplier.

4.3.5 Management.

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

4.3.6 Period of performance.

4.3.6.1 The Period of Performance in which the Supplier must complete the works or services and/or supply the Goods shall expire on the date indicated in the Contract.

4.3.6.2 The Period of Performance is essential for ENEL, and must be strictly observed by the Supplier. The implementation and completion of the works or services and/or supply of the Goods and the execution and provision of all the work necessary for this purpose, must conform to the Schedule

4.3.6.3 No extension to the Period of Performance shall be granted or governed, unless it is arranged by mutual agreement between the Parties and in writing. When the Supplier decides, for well-founded reasons, to carry out work at night or on holidays, it shall request the corresponding approval from ENEL with a minimum of three (3) days' notice. In all cases, the Supplier must observe the limitations and/or conditions pursuant to the applicable law. If the aforementioned permit is granted, the Supplier shall not be entitled to any additional payment for it. All work to be done at night must be carried out in accordance with the regulations in force in this matter, which the Supplier shall be responsible to comply with. The Supplier shall be responsible for the costs, expenses and extraordinary fees that ENEL must pay to the personnel involved in controls and inspections, as well as any other expenses incurred by ENEL, as a result of tasks that must be performed at night or on holidays which are linked to the work carried out by the Supplier.

4.3.6.4 The Supplier must carry out the works as a whole in accordance with the Schedule and undertakes to respect the total and partial terms that appear in said document.

4.3.6.5 ENEL shall provide the Supplier with access to the Worksite within the period stipulated in the Contract for the initiation of work or services. Said Work Permit shall entail the authorisation of access to the Worksite, which will include the date and circumstances that ENEL deems pertinent.

4.3.6.6 Before the start of the activities, supplies and contracted work, the Supplier must submit to ENEL the list of personnel and pre-occupational examinations, collect materials, install its Workshop, transfer Materials and/or Equipment as a whole in accordance with the Schedule, as well as the guarantees and insurance provided in the respective sections of these General Terms and Conditions of Contract.

4.3.7 Permits and Authorisations.

4.3.7.1 It is the sole responsibility of the Supplier to manage and obtain all permits, licenses, approvals and authorisations (the "Authorisations"), which, according to the national or provincial law, municipal ordinance or resolution of any official or private organisation, must be obtained for the execution of the works or services and/or for the supply of the Goods in accordance with the provisions of the Contract, as well as paying all the expenses, contributions, duties, tariffs and other obligations that may be required. For example, said Authorisations shall be required for the purposes of (i) the supply of the Goods or the execution of the service or work (ii) entering, transporting, operating and removing material equipment, spare parts and other Goods for the execution of the work, services and/or for the supply of the Goods, including when this should take place in port areas, (iii) performing the tasks and services included in the Contract and part of their responsibility, either using their own personnel or subcontractors, and (iv) complying with the legal requirements regarding access, transportation, operation of equipment for the execution of the works, services and/or for the supply of the Goods and their removal, as well as other rights with regard to the tasks carried out by personnel leading to the execution of the work.

4.3.8 Transfer of ownership and risk.

4.3.8.1 Goods.

4.3.8.1.1 The Supplier shall be liable for any apparent or hidden faults or manufacturing defects, throughout the term of the Contract, including the Warranty Period and until the period indicated by current legislation (of the latter two, whichever is more extensive), without prejudice to the corresponding legal or contractual responsibilities.

4.3.8.2 Works and/or services.

4.3.8.2.1 The Supplier shall be liable for apparent or hidden defects or faults, throughout the term of the Contract including the Warranty Period and until the period indicated by the applicable legislation, apart from the legal or contractual liabilities that may arise.

4.3.9 Certifications.

4.3.9.1 Daily Work Reports.

4.3.9.1.1 On a daily basis, and in the conditions established by the Inspection, the Supplier, in collaboration with and under the supervision of the person in charge of such Inspection, shall carry out the measurement of the supplies and services performed in compliance with the Contract.

4.3.9.1.2 Within the next two (2) days, the Supplier shall prepare the Daily Work Report with said measurements, also complying with the indications formulated by the person in charge of the Inspection, and submit it to the latter for verification and approval.

4.3.9.1.3 The Daily Work Reports that are not presented within their term shall be delayed in their consideration in the same number of days as those that were calculated as having been delayed in their delivery.

4.3.9.1.4 In the event of discrepancies, the Daily Work Report shall still be transmitted, adjusting it exclusively to the results obtained by the Inspection.

4.3.9.1.5 The monthly summary of the Daily Work Reports approved during that calendar month and valued with the prices from the bid, is called "Work and Services Certificate".

4.3.9.2 Certification in advance.

4.3.9.2.1 When the Contract establishes that the certification of the work or services shall be carried out based on progress made, the following procedure shall be applied:

- a) ENEL, through the Chief Inspector, shall evaluate and determine, on a monthly basis or during the period agreed upon, the amount of work or services performed up to the last day of the respective month or period. The operation shall be carried out within the first five (5) days after the applicable month or period, with mandatory attendance by the Supplier. The Supplier shall provide, at its sole expense, the personnel and elements necessary to carry out the evaluations in question. The evaluations shall be included in an Evaluation Certificate that must be approved by ENEL.
- b) Within a period not exceeding five (5) days following the signing by both Parties of the Evaluation Certificate, provided in section a) above, the Supplier shall submit to ENEL a Certificate in which it shall specify the works or services executed and verified in said document, indicating the degree of progress and the percentage of the price of the Contract it represents, applying the form provided by ENEL, and in accordance with the following criteria:
 - In the case of works or services contracted under the modality of unit prices, the amounts to be certified shall be calculated by multiplying the quantities of the Goods and/or works and/or services actually executed by the corresponding unit prices. The material that the Supplier collects in its workshop, unless otherwise indicated in the Contract, shall not be considered progress of work or services nor shall it be subject to certification.
 - In the case of works or services contracted under the modality of lump sum payment, they shall be certified by the agreed total global value.
- c) ENEL shall have a term of ten (10) days for the approval of said Certificate. Once the corresponding Certificate has been approved, the Supplier may issue the corresponding invoice. Any absence of pronouncement shall entail the acceptance of the Certificate as presented.

4.3.9.3 Certification for fulfilment of milestones.

4.3.9.3.1 Certificates of the fulfilment of milestones must be submitted by the Supplier within five (5) days after the month in which the milestone was completed, at the address of ENEL stated in the Contract, in order to be approved and made in writing, which must be done by ENEL within a period not exceeding ten (10) consecutive days counted from its presentation. The partial execution of milestones shall not be certified. Once the corresponding Certificate has been approved, the Supplier may issue the corresponding invoice. Any absence of pronouncement shall entail the acceptance of the Certificate of fulfilment of milestones as presented.

4.3.9.4 Certification of Goods.

4.3.9.4.1 In relation to the Goods, the receipt of the same shall be performed through the signing of a Dispatch Note. However, the signature of the Dispatch Note as proof of receipt in no way entails the acceptance of the Goods by ENEL. Said acceptance shall only take place once ENEL has inspected and tested the Goods, determining that they comply satisfactorily with the conditions established in the Contract and has issued the Provisional Acceptance Certificate. The approval of the Goods in writing shall be considered for the purposes of this document as a Certificate. This shall not entail the release of the Supplier in its capacity as a seller nor exempt it from its obligations during the Warranty Period, even when the Goods present apparent or hidden defects of any kind at the time of their receipt and even though no express reservation may have been made in the Dispatch Note. In any case, the Supplier shall be liable for all voiding faults and encumbrances in accordance with the law and the provisions of the Contractual Documentation. In all cases, the Goods must be free of liens and burdens of any kind.

4.3.9.5 Common provisions on certification.

4.3.9.5.1 If the Certificate presented by the Supplier is commented by ENEL, the Supplier must modify it accordingly to adapt it to the requirements of ENEL, submitting it again to the approval procedure.

4.3.9.5.2 When there is a dispute regarding any particular items, tasks or milestones, they shall not be subject to certification until the dispute is resolved.

4.3.9.5.3 The approval of any Certificate shall not imply the approval by ENEL of the works, services, supplies or any other performance executed by the Supplier, neither the express or tacit acceptance of the same or the waiver by ENEL of its right to demand at any time the correction, repair or replacement of any works or goods that do not conform to the provisions of the Contract, as well as the right to require the Supplier to fulfil its obligations during the Warranty Period.

4.3.9.5.4 Taking into account that the Supplier assumes an obligation of result that shall be understood to be fulfilled with the Final Acceptance, all the payments that are made shall be considered as payments on account of the price of the Contract.

4.3.9.6 Procedure to obtain certification.

4.3.9.6.1 The services or works entrusted by ENEL shall be paid by means of a monthly certification or on the basis of progress in the work, conforming for the effects of receiving the payment with the following procedure:

- a) Once the tasks and/or benefits have been completed and approved, they shall be endorsed with the preparation of the Works and Services Certificate issued by ENEL. In said certificates, the penalties for non-compliance that may have occurred in the period considered shall be recorded. For this purpose, the Supplier shall indicate on the Dispatch Note the services performed and approved by the User Management of the works and/or services, who shall accept or reject it within a period of three (3) working days following its submission.
- b) The Certificate of Services duly approved by the User Management of the Contract, duly allocated and valued, must be presented by the Supplier, together with its invoice at the office Mesa de Entradas, located in San José 140, Ground Floor, Buenos Aires, from Monday to Friday from 9:00 a.m. to 5:00 p.m..
- c) To obtain the works and services certificate that will be issued by ENEL, the Supplier must present, among others, labour documentation and have presented the valid guarantees and insurance policies required in the Contract, described in the "Insurance" section.

4.3.9.6.2 The failure to present the documentation mentioned in the preceding points shall condition and prevent the corresponding Certification, taking into account that compliance with labour obligations constitutes a condition contained within the Contract.

4.3.9.6.3 The aforementioned is not limiting, and ENEL may, at its sole discretion, request any additional documentation it deems pertinent.

5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

5.1 The Supplier must present in its bid the proposed activities for the outsourcing and the subcontractor or the proposed subcontractors, together with all the technical and economic documentation that is required of the Bidder in the documentation for the Invitation to Tender, which shall be part of the technical requirements for the approval of the subcontractor.

5.2 Under no circumstances shall any contractual relationship exist between the subcontractors or assignees and ENEL, the Supplier always being responsible for all the activities of said subcontractors or assignees, and for their compliance with the contractual, legal and fiscal obligations derived from the fulfilment of their work; this includes the damages caused to ENEL by any of its subcontractors or assignees, or their agents, advisors and workers. 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 subcontractor or assignee, or by their personnel. The aforementioned compensation shall cover both the amount that ENEL is bound to pay, and the expenses or costs of any nature in which ENEL incurs as a result of said claim. The breach by the Supplier of what is regulated in this section shall be considered as a serious breach, and ENEL shall be empowered to terminate the Contract due to a breach by the Supplier, without prejudice of any other legal action that could be open to ENEL.

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

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

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

5.6 The total or partial breach by the Supplier and/or subcontractor of any of the obligations assumed here or of any of the conditions, responsibilities, legal or contractual obligations, guarantees, work development programmes and agreed terms, provided in the General Terms and Conditions of Contract, or in the Contract itself, shall fully entitle ENEL to terminate the Contract without prior notice and without any right to compensation in favour of the Supplier and/or subcontractor.

5.7 ENEL shall be entitled to make a claim against the Supplier for the damages, or for any other reason, that may arise due to such breach.

5.8 The termination shall be without prejudice to the other rights or powers of ENEL including its right to complete the works itself or through procurement from any other third party supplier, all under the responsibility of the Supplier, and to apply the corresponding fines.

5.9 Once the decision to terminate the Contract has been notified, ENEL shall proceed to calculate the amount that must be paid to the Supplier for the total service and supply made on that date, as well as the compensation that the Supplier must pay to ENEL for the damage that caused its breach.

5.10 Once both amounts have been established, ENEL may compensate the amount that the Supplier is required to pay as compensation for the damages, with all the credit that the Supplier is entitled to receive up to the amount of the value of the latter.

6. ASSIGNMENT OF RIGHTS AND CREDITS.

6.1 ENEL may, with the sole requirement of notifying the Supplier, assign all its rights and obligations arising from the Contract in favour of any other subsidiary of ENEL.

6.2 The Supplier, if permitted by the legislation in force, and following the prior and express consent of ENEL, may assign its rights and obligations arising from the Contract.

7. SUPPLIER WARRANTIES.

7.1 Without prejudice to the other obligations set forth in these General Terms and Conditions of Contract and in the Contract itself, the Supplier guarantees:

- a) That the Goods supplied shall be free of design, manufacturing, operating and performance defects.
- b) That the Goods supplied shall be suitable for their purpose and shall work perfectly, throughout their useful life, regularly and with the specified performance, capacity and other characteristics.
- c) That the Goods covered in the Contract are free of burdens and encumbrances and, in particular, have not been seized nor are they in the process of lien, or subject to mortgage, or pledge without displacement or any other burden or encumbrance related to industrial or intellectual property or of any other nature.
- d) If not otherwise specified in the Contract, the Supplier shall also guarantee the transfer of the intellectual property necessary for the proper use of the Goods supplied.
- e) That the works or services shall be executed correctly, fully subject to the enforceable plans and specifications, to the regulations in force and to the uses and rules of best practices.
- f) That the works or services performed shall be in perfect condition and that the assembled facilities are in perfect and regular working order.

g) That the Supplier has a legitimate right to the required licences and permits in the case of any software, by itself or as a part of any work covered in the contract, and that it may transfer that right to ENEL.

7.2 The Warranty Period of the Goods 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 act.

7.3 If at the 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 six (6) months have elapsed, unless the Goods 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 it entail higher costs for ENEL.

8. PENALTIES.

8.1 Penalties for Breaches of Safety Regulations.

8.1.1 ENEL shall carry out inspections of the work carried out by the Supplier on a periodic and random basis; in case of detecting safety deviations in these inspections, fines or penalties may be applied according to the following:

8.1.2 **Mild Breaches:** The items on the IPAL form with a level of consequence C = 5 or 10 shall be considered light breaches and a fine of 50 litres of Grade 2 Gas Oil shall be applied.

8.1.3 **Serious Breaches:** The items on the IPAL form with a level of consequence 10<C<50 shall be considered serious breaches and a fine of 250 litres of Grade 2 Gas Oil shall be applied.

8.1.4 **Very Serious Breaches:** The items on the IPAL form with a level of consequence C = 50 shall be considered very serious breaches and a fine of 500 litres of Grade 2 Gas Oil shall be applied.

8.2 In cases where a breach results in a serious or fatal accident, the following penalties shall be applied:

| Consecutive Serious Accidental or Fatal Accidents in a Calendar Year | Responsibility for the event | |
|--|---|--|
| | Responsibility of the Worker | Responsibility of the Supplier - Company |
| | Non-compliance with the safe method or due to non-use of Personal Protective equipment by the worker | Lack of proof of delivery of Personal Protective Equipment, Training or Improper Procedure or with underestimated risks |
| 1st. | A request shall be made to replace the person responsible for the infraction and/or supervisor, removing them from the Reference Contract, and a fine equivalent to 5,000 litres of Grade 2 Gas Oil will be applied (*). | ENEL shall apply to the Supplier a fine equivalent to 10,000 litres of Grade 2 Gas Oil (*), and may also request the replacement of the Construction Manager and/or the Head of Hygiene and Safety |
| 2nd. | A request shall be made to replace the person responsible for the infraction and/or supervisor, removing them from the Reference Contract, and a fine equivalent to 25,000 litres of Grade 2 Gas Oil will be applied (*). | ENEL shall be entitled to rescind the Contract, without giving rise to any type of compensation, while also being entitled to claim for any damage or injury that could be caused by such breach. |
| 3rd. | ENEL shall be entitled to terminate the Contract, without giving rise to any type of compensation, while also being entitled to claim for any damage or injury that could be caused by such breach. | |

8.3 The fines shall be notified through the Service Order register to the companies, which shall have a term of fifteen (15) days to make disclosures and/or clarifications with the corresponding Health and Safety Units; in the event of not requesting revision, correction and/or comments regarding the same, it shall be considered their application have been accepted.

8.4 In the event of delay in the compliance with the correction of a Hygiene and Safety deviation, a fine will be applied in each case equivalent to twenty-five percent (25%) of the amount of the fine corresponding to the breach detected.

8.5 In the event of delay in responding to a request from the Health and Safety Unit of ENEL, the daily fine shall be equivalent to twenty-five percent (25%) of the amount of the fine corresponding to the non-compliance detected for Serious Breaches.

8.6 Penalties due to sanction by Control Authority.

8.6.1 When ENEL is sanctioned with a fine by the National Regulatory Entity of Electricity, by the Government of the Autonomous City of Buenos Aires, by any Municipality, or by any other entity or body with oversight powers, ENEL shall transfer said value

to the Supplier, adding the expenses caused by the processing of said fine, if the same were applied for the responsibility of the Supplier, its employees or its subcontractors, or for the purposes of compliance with the Contract.

9. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.

9.1 Labour documentation.

9.1.1 The Supplier shall be the sole employer of the workers employed for the fulfilment of the Contract and undertakes to comply with them with all the obligations and responsibilities imposed by law. ENEL shall not, consequently, be responsible for any accidents that may occur to the Supplier and/or its personnel, in the course of the work.

From the start of the execution of the Contract, the Supplier must address the Labour Affairs Department of ENEL who will stipulate where the Supplier must deliver the labour documentation that is listed below for the control and approval of compliance with the labour obligations in Article 30 of the Labour Contract Law, and other current labour regulations.

On a monthly basis, in line with the schedule established by ENEL and in accordance with the characteristics of the activities carried out or the social structure of the Supplier and/or its subcontractors, the following documentation must be presented:

- a) List of workers involved with the works broken down by Contract, zone, area, Branch, office, substation and/or Operating Centre, identifying the data described below:
 - Full given name and surname.
 - Tax ID Number (CUIL)
 - Start and finish date in the event of disassociation.
 - Job category.
 - Professional qualification (Qualifying title and Curriculum Vitae)
 - Labour union representing them.
 - Applicable collective bargaining agreement.
- b) Proof of payment of remuneration to workers involved in the execution of the Contract.
- c) Proof of deposit to the Unified Social Security System (SUSS) made before the AFIP (Form 931, in force), signed by the person(s) in charge from the Supplier or the subcontractor.

During the period of validity of the Contract signed with ENEL, the Supplier shall have the possibility of availing itself of payment plans or other facilities in the matter of Social Security contributions granted by the bodies competent in the matter as well as the signing of payment agreements with other entities due to the breach of their labour obligations with respect to the personnel affected by the execution of the Contract. This, as a consequence of the fact that the term for compliance with the obligations arising from such payment modalities extends beyond the term of the Contract, makes it materially impossible for ENEL to verify the effective cancellation of the obligations contracted.

- a) Proof of deposit of the union fee (Law No. 23551) in the applicable cases.
- b) Proof of deposit to the Unemployment Fund - In the applicable cases (Law No. 22250).
- c) Proof of deposit of the union contribution to FAECYS in the applicable cases.
- d) Proof of deposit of the Occupational Hazard Insurers (ART) rate (Law No. 24557).
- e) There shall be a one-time presentation of a copy of the contract signed with the Occupational Hazard Insurers (ART), which must be approved by the ENEL Insurance Division (Labour Risk Insurance section, Law No. 24557).
- f) Copy of inscription to the National Registry of the Construction Industry or its activity (Law No. 22250).
- g) Proof of the monthly deposit to the National Registry of the Construction Industry or its activity.
- h) Proof of deposit of the insurance premium for ART and/or Personal Accidents.
- i) Proof of deposit of the annual fee for the National Registry of Suppliers of Postal Services (if it carries out an activity related to the postal market).
- j) Proof that certifies the possession of a bank current account enabled for each worker, issued by the bank.
- k) The designation of a person in charge of Hygiene and Security, Law No. 19587, Article 3.
- l) Sworn statement certifying that the contributions derived from the employment relationship have been made as regards the personnel involved in the execution of the Contract, corresponding to the period under control, signed by a Certified Public Accountant. It will be sufficiently formal for the sworn statement to be signed by the Accountant, in his/her professional capacity. Only in the event of a professional change, the corresponding legalisation must be formalised.

9.1.2 In particular, the Supplier undertakes to inform the Labour Relations Department of ENEL about the dismissal of any employees that have been assigned to perform tasks under the Contract, and must send the following documentation:

- a) Proof of payment of the final settlement.

- b) Proof of the delivery of the work certificate, and the contributions and compensation certificate, from which it should be patently clear that the contributions were actually made.
- c) In the event of direct dismissal without cause, proof of payment also accrediting the compensatory items.
- d) In the event of direct dismissal with cause, the background facts of the dismissal.

Once the documentation has been received, ENEL reserves the right to object to the payments made by the Supplier, either due to the incorrect framework of the Collective Labour Agreement, the employment category, the calculation of the settlement, and even the wrongful cause of dismissal, among others. ENEL may request the Supplier to pay such amounts in accordance with the legislation in force under penalty of doing so on its own account, and consequently, retaining the amount paid by ENEL for the Supplier's service certification.

ENEL reserves the right to apply the fines and/or penalties in these matters that are reflected in the Specific Procurement Conditions regarding the breach by the Supplier of the procedures of Hiring and Dismissal of Personnel as well as regarding the strict administrative labour control, which include the blocking of certifications and/or the application of financial penalties.

9.1.3 Inspections in the field.

9.1.3.1 ENEL shall be able to carry out inspections and surveys among the personnel of the Supplier and/or its subcontractors, in order to verify compliance with labour obligations. The Supplier must collaborate with the performance of such inspections; on the contrary, this shall be considered a serious breach of contract.

9.1.4 Operational Audits.

9.1.4.1 In the event of detecting any abnormalities in the fulfilment of labour obligations, ENEL shall be entitled to perform operational audits at any premises of the Supplier and/or its subcontractors, who must perform the corresponding actions to facilitate the task for the personnel designated by ENEL.

9.1.5 Labour Compensation by the Supplier.

9.1.5.1 The Supplier shall pay in full with its own assets and keep ENEL harmless from all judicial and/or extrajudicial claims in labour or civil matters, whatever their cause or origin, relating to work accidents, dismissals, non-payment or differences in pay slips, illnesses, etc., of its own personnel or those of its subcontractors.

9.1.5.2 In the event that the Supplier does not prove to ENEL that it has fully settled the amount claimed within forty-eight (48) hours of its reliable notification, ENEL shall be entitled to withhold from any payment owed to the Supplier an amount equivalent to the amount claimed plus the amounts that ENEL has budgeted to cover costs, interest and other items associated with the claim. Under no circumstances shall such retention of funds generate an obligation for ENEL to pay any interest. ENEL may apply the funds retained to the payment of the amount claimed, without prejudice to the obligation of compensation assumed by the Supplier.

9.1.5.3 The Supplier not only undertakes to hold ENEL harmless, but also undertakes, in the event of a complaint, to carry out all the corresponding procedures in order to safeguard it from any type of liability.

9.1.5.4 In the event of final judgment in the judicial process, by means of which ENEL, the Supplier or both are jointly and severally liable, the latter must immediately pay the sums that are set for any item, while ENEL may settle the amount in question through the money retained or with any receivable of the Supplier.

9.1.5.5 Likewise, the Supplier must monitor strict compliance with the regulations on Hygiene and Safety at Work, providing its personnel with the necessary training and all the safety equipment required by the works in question.

9.1.5.6 Failure to comply with the above precautions shall condition the return of the guarantees held by ENEL, which shall automatically be entitled to file a complaint with the Applicable Authority and competent social security agencies.

9.1.5.7 The Supplier undertakes to comply with all provisions, decrees and labour laws in force or that are issued by the competent Authority during the course of the work. It must keep up to date all payments of wages, salaries, retirement contributions, social security contributions, insurance, etc. corresponding to the personnel that it employs or that its subcontractors employ and shall not be able to deduct from them any sum that does not respond to the fulfilment of said provisions, decrees and laws, or resolutions by a competent Authority.

9.1.5.8 The Supplier shall not be entitled to compensation from ENEL for any loss or damage suffered by its equipment, facilities and others, whether they come from force majeure, made by third parties or from the Supplier itself. In the event of damage to ENEL assets due to acts or omissions of the Supplier, ENEL may make effective the liability of the latter, discounting from any of the payments owed to it the value of the damages caused.

9.1.5.9 A request by ENEL to the Supplier for the justified replacement of any of the workers hired by it or its subcontractors shall not be a justified reason for non-compliance with the services covered by the Contract.

9.1.5.10 The Supplier must have the necessary infrastructure for the correct and timely provision of the service, as well as for the supervision thereof. In this regard, monthly, it shall send to ENEL a list of the supervisions carried out at each control centre, broken down by shifts.

9.1.5.11 The Supplier must give any and all kinds of assistance to the Inspection so that the latter can coordinate the works of ENEL.

9.1.5.12 The Supplier must have the appropriate communications equipment that allows the professional in charge of the work to be located quickly twenty-four hours a day.

9.1.5.13 The Supplier must perform the monitoring of clearly identifiable mobile services, such as those of the security company.

9.1.5.14 Any problem with municipal or police agencies caused by non-possession of this identification shall be the exclusive responsibility of the Supplier.

9.1.5.15 The Supplier shall be qualified quarterly by ENEL according to the degree of compliance of: response time, quality of service, safety regulations, staff equipment. Any occupational accidents and the amount of fines and penalties to be applied shall also be considered. This qualification shall be taken into account for the extensions and/or implementation of new tender processes, as well as for the early termination of the Contract.

9.1.5.16 This qualification shall be delivered to the Supplier, who will be able to present the discharges that it deems pertinent.

9.1.6 Training of the Supplier's personnel.

- The Supplier must train its personnel, and is responsible for the hiring of instructors whose technique and specialty has been considered suitable by ENEL. It shall also require that the training include all applicable ENEL standards and procedures and keep records of the same, in order to respond to the needs of the service. Also, under the premise of constant improvement, the training must be adjusted to any changes in personnel, procedures, etc.
- By virtue of the provisions of Resolution No. 421/2011 of the National Regulatory Entity of Electricity (ENRE), the Supplier must enable all its personnel and/or the personnel of its subcontractors for the specialty or works covered by the Contract in institutions or organisations of acknowledged standing previously accepted by ENEL. These qualifications must be sent (as a copy) to the Department of Training and Development of ENEL's Human Resources.
- The Supplier must present, monthly, in the Department of Training and Development of ENEL's Human Resources, a detailed management report, in accordance with what is required in the foregoing paragraphs.
- Homologation of the profiles of the workers: The requirements to be fulfilled by the Supplier applicable to all workers who carry out activities for ENEL are:
- Obligatory nature of the provision of the following courses: Electrical Risk and Working at Heights (for all workers who are associated with this type of risk due to the characteristics of their work), First Aid and CPR (for all workers). In the event of development of specific systems, personnel must be trained under the "Secure Development" standards (Secure Software Development Lifecycle).
- The duration of the same must be greater than two (2) hours, implementing the corresponding practical activity for the Working at Heights and First Aid and CPR courses.
- They must deliver the following documentation each month:
- Content Manuals for all the courses declared to be within the competency grid, chiefly for the three compulsory courses mentioned in the previous point.
- Annual Training Programme: Courses, content and duration thereof, defined by those responsible for Hygiene and Safety services.
- Programme and Content Manuals of the Induction courses.
- Competency Grid for all workers, stating the courses taken by each one during the last 4 years; indicating in each case the last date on which the training was received.

Indicating in columns:

- a) List of personnel (name and National Identity Document no.)
 - b) Specification of the posts and positions of each one.
 - c) Homologations and Authorisations, specifying date in which they were carried out.
 - d) Courses given; indicating in each case the last date on which the training was received.
- Location: Dept. of Training and Development of Enel's Human Resources. On a weekly basis they must submit information regarding the training courses given to their personnel during that week to the Department of Education and Development of ENEL, listing the name of the course or activity, duration in days and hours, and the number of participants

9.1.7 Submission mode: via email on Thursdays before 12 noon. The email address shall be informed once assigned.

9.1.8 **Wages.**

9.1.8.1 The Supplier shall be solely responsible for the payment of salaries to all its own personnel and its subcontractors who work in the procured activities as well as for the implementation of pension contributions.

9.2 Occupational Health and Safety.

9.2.1 Hygiene and Safety Regulations for Suppliers.

9.2.1.1 General guidelines.

9.2.1.1.1 The Supplier shall comply with all legal provisions on Occupational Hygiene and Safety, being solely responsible before the authorities and third parties for compliance with the laws and decrees in force, being obliged to take the necessary precautions to prevent and avoid all kinds of accident, harm or inconvenience to its employees and to the personnel or property of ENEL or of third parties and therefore responding for all the inherent and emerging responsibilities for the incompetence or negligence of its own personnel.

ENEL, through its representatives on site, shall centralise all the information on Hygiene and Safety, having decision-making functions in charge of the execution and application of the Safety Regulations.

The Supplier must carry out any safety measure indicated by ENEL that could affect the work carried out by its company. In addition, it shall promote and maintain appropriate environmental conditions in workplaces and the highest levels of safety.

The Supplier must have the personnel, facilities and means established in:

- a) Hygiene and Safety Law No. 19587, Regulatory Decree No. 351/79 and its Amendments.
- b) Decree No. 911/96 Construction Industry Regulation.
- c) ENEL internal standards.
- d) Law No. 24557 on Labour Risks, and its Decrees and Resolutions.
- e) All requirements established by the ENEL Works Inspection.

9.2.2 Occupational Health.

9.2.2.1.1 The Supplier must comply with all the obligations imposed by current legislation or others that may be passed on this subject during the term of the Contract.

In the Hygiene and Safety Law No. 19587, Article 5 subsection h) the employer is under the obligation to study measures to protect the occupational health of the worker, especially when it comes to functions which are risky, burdensome, causes of premature old age or exhaustion and/or unhealthy.

Employment Contract Law No. 20744 Article 75 defines what constitutes the employer's Safety Obligations, such as the obligation to protect the psychophysical integrity of the worker.

The assessment criteria of the Occupational Health and Safety Aspects and the necessary documentation to be presented by the bidders participating in qualification and/or tender processes shall be established in the document "HHPG2000 Evaluation in SySO of service bidders".

The Supplier must comply with the following obligations:

- **Medical examinations.**

- a) Pre-employment exams pursuant to Article 2 of the Resolution of the Superintendency of Occupational Risks (hereinafter RSRT) no. 37/2010: Its purpose is to determine the aptitude of the applicants according to their psychophysical conditions for the performance of the activities that will be required, and to register any disabilities, should they exist, for the purpose of exempting them from responsibilities with respect to those generated before the beginning of the employment relationship.
- b) Periodic exams pursuant to Article 3 of the RSRT no. 37/2010: their objective is the early detection of conditions caused by risk agents determined by Decree 658/96 to which the worker is exposed due to his/her work.

The Supplier must annually and irrefutably inform its Occupational Risk Insurance Company of the risks in its activity, the personnel involved and the duration of exposure to these risks.
- c) In the activity of ENEL, there are risk agents not contemplated in Resolution RSRT No. 37/2010 that must be studied in light of the obligation contained in the provision of Article 5 of Law No. 19587, ratified as a specific obligation by the Department of Occupational Medicine in Article 5 of Decree 1338/96. The cases would be:

Personnel who perform tasks with electricity and/or work at heights or which may pose risks to themselves, third parties or facilities: Its objective is the early detection of conditions aimed at determining personnel's aptitude for the task and, in this way, prevent the occurrence of work accidents involving themselves or third parties.

These exams must include all those studies that make it possible to determine that the worker is physically and psychologically fit to perform the task, and must be carried out with an adequate frequency to certify the worker's psychophysical aptitude over time.

Administrative personnel: promote and maintain the highest level of health of the same as given by the wording of Decree No. 1338/96 in Article 5.

- **Frequency: Annual or Biannual.**

- d) Examinations prior to a change of tasks pursuant to Article 4 of RSRT no. 37/2010: evaluate the psychophysical aptitude of the applicant to the position vacancy required for carrying out the relevant activities.
- e) Examinations following prolonged absences pursuant to Article 5 of RSRT no. 37/2010: detect any pathologies that may have arisen during the worker's absence.
- f) Examinations prior to the termination of the employment relationship pursuant to Article 6 of RSRT no. 37/2010: check the state of health against the elements of risk to which the worker was exposed.

- **Absenteeism due to illness.**

Within the framework of the obligation of every employer to protect the health of its personnel, ENEL establishes the obligation of informing the Department of Occupational Medicine of ENEL, immediately upon becoming aware of the detection of infectious and contagious diseases that due to their characteristics represent a risk to the health of the patient when this patient is an employee who could have contact with ENEL workers, in order for the appropriate measures to be taken. Likewise, they must send the medical discharge certificate of the person involved to the aforementioned Department prior to his/her entering ENEL facilities.

- **Occupational accidents.**

The Supplier must communicate to the Department of Occupational Medicine of ENEL all accidents at work and/or "in itinere".

The Supplier shall send a weekly report on the evolution of the injured people. For those injured people considered serious either due to their injuries, or because their sick leave will be longer than thirty (30) days, it must be more exhaustive, consigning as much data as possible in order to be able to carry out the monitoring in all its stages.

Once the medical discharge has been produced, the Supplier must communicate the date of the same.

- **Audit.**

ENEL reserves the right through its Department of Occupational Medicine to carry out the corresponding audits in order to verify the fulfilment by the Supplier of all legal obligations in reference to the points previously expressed, with the Supplier having to send all the requested documentation in the time and form so required.

9.2.3 Occupational Hygiene and Safety Service.

The Supplier must have a person in charge of the obligations established by Law No. 19587 and its Regulatory Decree No. 351/79 (Title II, Chapter 4) complying with the professional hours established in Decree No. 1338/96 or increasing them when, in spite of being a company with few workers, the risk assessed requires it.

The Supplier must have specialist technical personnel qualified by the Ministry of Labour as established by said Law. These personnel shall be permanently present at the worksite when the assessed requires it.

Before starting the work, the technical file shall be presented to the Hygiene and Safety Unit of ENEL in accordance with Decree No. 911 for those types of works that apply.

a) Requirements.

The Supplier, before the commencement of the work, must submit the following:

Sworn Statements that must include:

The way its Hygiene and Safety and Occupational Medicine services are constituted, clarifying if they are carried out with own or contracted personnel and their composition in relation to staffing capacity, according to what is regulated in relation to Occupational Health pursuant to Law No. 19587 on Hygiene and Safety at Work - Regulatory Decree No. 351/79 and Law No. 24557, Decree No. 1338/96, and places for referral of accident victims.

- Proof of the result of the pre-employment medical examinations carried out on the personnel that make up the payroll involved in the performance of the work and, in the case that corresponds, the results of the periodical medical check-ups, of no more than one year of being carried out. Pre-employment examinations should include alcohol and psychoactive drugs testing.
- Specifying the safety elements foreseen in its Hygiene and Safety Service for the workers involved in carrying out the work, the date on which they were provided to those personnel and proof of delivery in accordance with Resolution No. 299/11.

The verification of what is declared shall be carried out by ENEL either itself or having entrusted it to third parties.

b) Supplier Responsibility - Hygiene and Safety Legislation

The safety of the personnel employed during the execution of the service or work is the sole responsibility of the Supplier, and must comply with all the provisions of Law No. 19587 and Regulatory Decree No. 351/79, as amended by Decree No. 1338/96 and in the cases corresponding to Decree No. 911/96 that establishes the Hygiene and Safety Regulations for Personnel of the Construction Industry and Resolutions No. 231/96, 295/03, 51/97, 35/98 and 319/99 of the Superintendency of Occupational Risks, which oblige the Supplier, during the execution of the tasks, to make its personnel observe all the necessary safety measures in order to avoid occupational accidents, separating ENEL from any joint or several responsibility. It is also the Supplier's obligation to fulfil the requirements set forth in Resolution No. 41/89 of the Ministry of Labour and Social Security of Argentina and Resolutions No. 35/98, 37/99 and 319/99 of the Superintendency of Occupational Risks.

For work on public roads the Supplier must comply with the national, provincial and/or municipal provisions and Resolution No. 190/12 of the Energy Regulatory Agency of Argentina, or any regulations that may complement or replace it.

Likewise, the Supplier must comply with all regulations in force on Occupational Hygiene and Safety during the execution of the Contract.

c) Obligations of the Supplier regarding hygiene and safety.

ENEL shall define those Suppliers that are required to have Occupational Health and Safety certification under the OHSAS 18.001 standard.

The Supplier, in addition to the audit and/or certification of OSHAS standards, shall conform to and comply with the following:

The process of selecting supervisors and team leaders must contemplate a psychological interview accompanied by a battery of psychometric and projective tests that allow them to determine that they have leadership skills, are not prone to risk and show adherence to safety regulations so as to ensure an adequate level of control over the personnel under their charge. The Supplier shall make a notification on the agencies in which these interviews shall be conducted to the Department of Training and Development of ENEL's Human Resources, which shall validate the proposal.

The Supplier must implement a compensation system for supervisors and team leaders that include penalties and awards based on the safety-related performance of the personnel in their charge. At the beginning of the activities, the Supplier shall submit the scheme to be implemented to the ENEL Risk Prevention Office.

9.2.4 Breach of the Regulations.

Failure to comply with the aforementioned Safety Regulations shall entitle ENEL to suspend the work until the provision violated has been fully complied with, the Supplier being responsible for the delays that could be caused for this reason with respect to the dates stipulated for the completion of each of the tasks entrusted.

When a breach of the obligations contained in the clauses from the chapter on occupational hygiene and safety is detected, it shall be considered a serious fault by the Supplier.

The Supplier must implement any other safety measure that is necessary to avoid risks that could lead to injuries to its personnel, ENEL staff or third parties, even if it does not arise from these General Terms and Conditions of Contract, or that the legislation should dictate in the future.

The Supplier must present a copy of the plan for the improvement of hygiene and safety conditions in execution or, if applicable, a copy of the maintenance programmes for hygiene and safety conditions and a risk prevention programme. For the case in which the Supplier performs tasks of the construction activity for the fulfilment of the contractual purpose, it must present the Construction Activity Safety Programme for the specific works, as established by Resolution No. 51/97 of the Superintendency of Occupational Risks.

Regardless of the safety programme, the Supplier must submit safe working procedures for each of the activities carried out by its employees. These procedures must encompass:

- Successive stages of the task.
- Risks in each stage.
- Personal and collective protective equipment needed for each stage.
- Safe methodology for the implementation of the task.

This, where necessary, shall incorporate explanatory graphs or images.

These procedures shall be part of the content of the mandatory training courses that need to be passed by all the personnel attending them.

Regardless of the penalties that ENEL may apply, in cases of breaches in a percentage greater than twenty-five percent (25%) of the inspections carried out but that are not considered serious or very serious, or in the case of serious or very serious breaches or increases in accident rates, always at the request of ENEL, the Supplier must submit a plan for improving hygiene and safety conditions, which shall be validated by the Health and Safety Unit of ENEL, which will also monitor compliance with said plan. In the event of delays being detected, the Supplier shall be subject to a fine as indicated in this Annex. This is without prejudice to ENEL's right to terminate the Contract immediately and by means of written notification to the Supplier.

The amounts corresponding to the fines for breach of the Hygiene and Safety conditions are defined in section 8 of this document.

9.2.4.1 **Claims regarding work accidents.**

The Supplier, during the provision of the services and as part of the documentation related to the fulfilment of its labour obligations, in the event of an accident at work involving the personnel of its company affected during the execution of the Contract signed with ENEL, must send the following to the Health and Safety Unit of ENEL:

- Notifications to the checkpoint: Any work accident that occurs must be communicated immediately to the checkpoint on duty of the corresponding Health and Safety Unit of ENEL.
- Communication of the accident claim made before the Occupational Hazard Insurers: The Supplier must send (via fax) a copy to the Occupational Hazard Insurers of the accident claim lodged, within 5 (five) days after its lodging.
- Report: The Supplier must submit, within 5 (five) days following the occurrence of an accident, a detailed report of the same. In the report in question, all the elements that allow the analysis of said accident, and that contribute to the study of the causes and consequences thereof, must be indicated. Such report must contain photos, witness statements, description of the procedures used, work orders, facilities requests, protocols, etc.. Subsequently, ENEL shall notify the Supplier of the conclusion it has reached, following the analysis that is to be prepared based on the aforementioned report.
- Monthly statistics on logical accident indicators: On a monthly basis and within the first 5 (five) days of each month, the Supplier shall inform the ENEL Prevention Office of the monthly and accumulated data referring to:
 - Number of man-hours worked (broken down by area).
 - Number of accidents that occurred, indicating the cause of the same.
 - Number of days lost due to accidents, indicating days of absence of each injured worker.
 - Form, nature of the injury and affected area of each injured worker.
 - Frequency rates.
 - Severity rates.
- Additional requirements: All other information and/or documentation which was requested by ENEL and is not contemplated herein must be submitted within 5 (five) days of the order being placed.

10. PROTECTION OF THE ENVIRONMENT.¹

10.1 Materials and/or Equipment.

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

10.1.2 The Supplier undertakes to provide, whenever possible, products or materials with an organic label, as well as those that have a longer useful life, which represent a lower cost and have a lower potential for waste generation due to expiry of the product.

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

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

10.1.5 The Supplier shall be responsible for the transportation to comply with the provisions of the applicable legislation.

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

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

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

10.1.9 If the scope of the Contract includes the acquisition of these substances in the form of mixtures or contained in items, listing the following in an indicative and non-exhaustive manner:

- insulating oils,
- lubricant oils,
- greases,
- paint, inks (including toner) and varnishes,
- solvents,
- chemical products,
- electric batteries,
- gases (in bottles or equipment).
- Fuels (diesel, fuel oil).
- Laboratory reagents.
- Cleaning products.

10.1.10 The Supplier must comply with the legislation in force regarding the registration, evaluation, authorisation and restriction of substances and chemical preparations, providing the safety, handling and storage sheet for the substances or mixtures that are supplied, prepared according to the legislation in force. The safety sheet must include the uses of the substances or mixtures supplied.

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

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

10.2 Works and/or services.

¹ This "ENVIRONMENTAL PROTECTION" clause applies only to works and 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 to 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.

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

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

10.2.3 The Supplier shall provide its staff with the necessary means so that the work can be carried out in an environmentally-friendly manner. Likewise, the Supplier undertakes to comply with all the legal requirements applicable thereto, as well as those derived from the Environmental, Energy Efficiency and/or Indoor Environmental Quality Management Systems, in the event that one has been installed in the facility covered in the Contract.

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

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

- Storing and properly handling chemical products and toxic or dangerous goods or residues, disposing separately of chemical products that are incompatible with each other and avoiding the mixing of residues.
- Clearly signposting areas and waste with special environmental impact.
- Preventing leaks, spills and contamination of floors, manholes or channels.
- Prohibiting its employees from lighting fires, hosing down waste or cases of uncontrolled discarding.
- Preventing emissions of dust or other substances in the transport of materials.
- In particular it must observe the prohibition of any type of uncontrolled discharge, including the discarding of any type of waste in the area covered by the development of the works or services contracted, which should be kept clean and orderly as much as possible during each working day and especially at the end thereof, also having to comply with what is specified in the procedures of the Environmental Management System, which are applicable to the work to be carried out, in case there is one implemented in the facilities covered by the contract.
- In order to properly segregate each type of waste, the Supplier must place a sufficient number of containers, with locks, duly marked and in good condition, in the place where the work is performed, when as a result of said work waste is generated, which must be subsequently managed in an appropriate manner by an authorised manager and in accordance with the legislation. The Supplier shall submit to ENEL, when requested, a copy of the waste transportation, management and disposal documents according to the regulations, as well as the authorisations that certify the transporters and managers used.
- Once all the works or services ordered have been completed, the Supplier is obliged to leave the work area clean and free of waste, removing at the end of the work all the debris, containers, packaging, garbage, scrap and all types of waste generated that remained there, bearing the cost and responsibility for the collection, transportation and authorised management of the same.
- Likewise, appropriate measures shall be adopted to guarantee strict compliance with current environmental legislation that is applicable to the aforementioned works.

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

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

10.2.8 In the event of an environmental incident of any kind, the Supplier undertakes to comply with the instructions from the ENEL technician supervising the works.

11. CODE OF ETHICS.

11.1 General details.

11.1.1 The ENEL Group, in the management of its business activities and relations with third parties, complies with the provisions laid down in the "Guidelines for the risk prevention programme". The Supplier, in the management of its business and relations with third parties, undertakes to comply with said principles or other equivalent ones.

11.1.2 These Principles, as well as the rest of the Code of Ethical Conduct are available at the website www.edesur.com.ar.

11.2 Conflict of interest.

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

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

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

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

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

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

11.3 Integrity Clause.

a) With the bid submission and/or the acceptance of the Contract, the Bidder/Contractor³ declares:

- To take note of the commitments made by ENEL S.p.A. and by the Companies it controls directly or indirectly (hereinafter "ENEL"), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- ⁴To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- ⁵To not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- To take note and authorize that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present letter a) - ENEL may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

b) The Bidder/Contractor undertakes to promptly inform and provide any relevant documentation to ENEL:

- 1) In the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous letter a);
- 2) In the case of subjection to criminal investigation referred to in the third bullet of the previous letter a).

Enel reserves its right to analyze at its sole discretion the above-mentioned information, for the purposes of assessment of the professional conduct of the Contractor itself and of the Company concerned.

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

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

⁴ For itself and for the persons listed in note 3.

⁵ For itself and for the persons listed in note 3.

12. “COMPRE TRABAJO ARGENTINO” SCHEME.

12.1 Of the companies of the ENEL Group located in Argentina, EDESUR S.A., as a concessionaire of a public service, is included in the “Compre Argentino” Scheme (Buy Argentinian). For this reason, in all the procurement that it carries out, Law No. 18875 and Law No. 25551 and their respective regulatory decrees are applicable, as well as all the other applicable administrative provisions.

13. ELECTRICAL SAFETY.

13.1 The Supplier must ensure, in appropriate cases, according to the materials to be provided, compliance with Department of Industry, Commerce and Mining Resolution No. 92/98, regulating the compulsory nature of the Certification of Compliance with the Basic Requirements of Electrical Safety for all low voltage equipment.

14. DUMPING.

14.1 The companies of the ENEL Group in Argentina acquire the material covered in the contract with absolute good faith and trusting that the Supplier has respected the regulations regarding dumping laid down in the Customs Code of the Argentine Republic.

14.2 If, for any reason, the competent authorities of the country should determine the setting of anti-dumping duties for the tariff items contemplated in the tenders, they shall be borne exclusively by the respective Supplier.