

The document "Attachment I Brazil" applies to all the contracts for acquisition of material or equipments (supplies), services or works, (hereinafter referred to as "Contract") governed by the Brazilian laws and executed by Enel Group and the Contractor (hereinafter referred to as "Parties").

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1. SCOPE OF APPLICATION.

1.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

2. DEFINITIONS.

- Works and services acknowledgement minutes:** Minutes describing defects found in the finished works or services and the deadline for such defects being corrected by the Contractor.
- Delivery note:** Commercial document comprised of a list of goods supplied and certifying their delivery.
- Shipment authorization:** Document issued by ENEL, authorizing the Contractor to carry out the shipment of all or part of the equipment or material this Contract subject matter.
- Shipping Notification:** Document issued by the Contractor once all proceedings agreed are fulfilled, informing ENEL of total or partial shipment of equipment or material this Contract subject matter.
- Quality agreed:** Contract executed by Enel and the Contractor, according to which the Contractor guarantees some quality levels previously agreed between the parties.
- Letter of intent or proceed order:** Non-compulsory contract comprising all terms that may or may not be formalized by means of a Contract.
- Inspector:** Individual or entity appointed by ENEL who performs inspection functions during any phase of implementation of this Contract.
- General Part or General Conditions:** means the ENEL GROUP GENERAL CONTRACT CONDITIONS – GLOBAL PROCUREMENT – (General Part), of which this document is attachment – Annex I: Brazil.
- Proposal request:** Document in which ENEL requests an offer. It shall include technical specifications, as well as commercial and legal specifications, among which the present general terms and conditions shall be part.
- Quality control plan:** Document issued by the Contractor specifying associated processes, procedures and resources applicable to fulfill the requirements under this Contract.
- Inspection items program:** Document issued by the Contractor and approved by ENEL, identifying different inspections, checks, tests, or examinations that shall be carried out.
- Receipt in origin:** Procedure where checks and tests required to the receipt of the material are carried out in the presence of ENEL's technicians or of an individual or entity authorized by ENEL, at the Contractor's facilities, at its subcontractor's or at any other entity agreed between the Parties.
- Receipt by protocol:** Review of compulsory tests protocols, previously carried out by the Contractor, through which Enel's technicians or other individual or entity authorized by Enel approve of the shipment of such material or, otherwise, decide on confirmation of protocols results informed in the receipt in origin.
- Quality Assurance System:** Systems that set the requirements the Contractor shall meet in order to ensure the effectiveness and accuracy of this Contract subject matter.

3. LANGUAGE.

3.1. Notwithstanding the provisions of Clause 3.1 “CONTRACT LANGUAGE” of General Part, the original version of General Part is the Brazilian Portuguese version.

3.2. The original version of this Attachment I Brazil is the one in Brazilian Portuguese. In case of conflict between the original version of this Annex I - Brazil, in Brazilian Portuguese Language and its correspondent translations into other languages, the Brazilian Portuguese version shall prevail.

4. FORMALISATION.

4.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

5. INTERPRETATION AND HIERARCHY.

5.1. All issues under this Attachment (Annex I) shall be governed by the terms and conditions under its sections, and, in a complementary manner, by the terms under the sections with the same name, under the General Part of General Contract Conditions..

5.2. The previous paragraph is applicable, except when expressly stated in the Annex I that the section will be ruled according to the contents of the section of this Annex I, with of the same name under the General Contract Conditions.

5.3. Notwithstanding the provisions of Clause 5.3 “INTERPRETATION AND HIERARCHY” of General Part, in case of conflict between the General part original version, written in Brazilian Portuguese, and translations into other languages, the Brazilian Portuguese version shall prevail.

5.4. In case of conflict between the provisions of this Annex I and the provisions of the General Part, the provisions of this Annex I shall prevail, considering that except if expressly stated in the contrary in this Annex I, the provisions of the General part are complementary to the sections with the same name (headings) in this Annex I.

6. COMMUNICATIONS.

6.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

7. ECONOMIC CONDITIONS.

7.1. Prices.

7.1.1. Unless expressly informed otherwise, in case of execution of works or services, the Contract price includes, at least, , the following:

- Direct and indirect labor.
- Related machines and staffing.
- Machines amortization.
- Permanent and consumable materials.
- Transport of people, materials and means, to and from the site.
- Installation and authorization of services.
- Maintenance costs.
- General costs and industrial benefits.

- Taxes, fees, and duties legally owed,
- Expenses incurred to the Contractor regarding programming, acknowledgement and tests, material control, execution control, checks, receipts and other analysis.
- Complete execution of all units according to the Technical Specifications and other contractual documents.
- Construction, demolition, and removal of works, surveillance or storage auxiliary facilities, and those carried out in fulfillment of Work Accident Risk Prevention Normative.
- Economic guarantee, insurances and other guarantees costs, as the case may be.

7.1.2. Prices are divided into price of services, price of materials and taxes payable, according to applicable legislation.

7.1.3. The Contractor is obliged for any additional costs of freights, shipments and other expenses resulting from the Contractor's failure to comply with the delivery and shipment conditions established hereof.

7.1.4. There will be no payment for materials, items of equipment or works not included in the Contract if their execution was not previously offered by the Contractor, in writing and with proper information of the price of execution, and, if accepted, also in writing, by ENEL's representative, duly authorized.

7.1.5. The Contractor undertakes to accept extensions, modifications and reductions to the scope of the Contract, as well as to the prices agreed, provided that together they do not increase or reduce over 20% (twenty percent) the Contract value. The new time of delivery, in this case, shall be mutually agreed by both Parties, by means of a detailed and substantiated proposal issued by the Contractor.

7.1.6. In case extensions, modifications, and reductions proposed by ENEL, duly motivated, together represent an increase or reduction higher than 20% (twenty percent) the Contract value, the Contractor may accept or refuse them, however, in case they are refused, ENEL is entitled to terminate the Contract.

7.1.7. In case it is necessary to carry out a work unit not foreseen under the Contract prices table, the related price shall be defined between ENEL and the Contractor, its proposal shall be properly accounted for, based on the costs breakdown of other similar units to which there is a per unit price.

7.1.8. Price negotiation discussion shall be carried out regardless of the execution of such unit, being the Contractor bound to execute it immediately after the receipt of the order from ENEL.

7.1.9. When it is not possible to set a negotiated price or in case where ENEL deems necessary, the price shall be set according to the tables the Contractor has to include in its proposal, which shall include terms of equal content to Clause 7.1.1.

7.1.10. The execution of works by means of management shall only be performed by means of previous written execution order by ENEL.

7.1.11. Staffing costs shall include tools required according to staff expertise areas, as well as equipment required for protection, safety and proper execution of works.

7.1.12. Incidental costs to the scope of transportation, per diem rates or staffing maintenance requested by the Contractor shall not be accepted.

7.2. **Modification to prices.**

7.2.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

7.3. Invoicing.

7.3.1. Invoices (or "bills") shall be complemented by the related document supporting the enrolment of the Contractor under the INSS (National Institute of Social Security) specific to the activities related to this Contract subject matter, by the document supporting the enrolment of the Contractor in the municipality where the ISS (Services Tax) charge is applicable, as well as respective check of collection and/or payment of tax and/or social security obligations.

7.3.2. Moreover, invoices shall include:

- Order or Contract number, IPI (tax on industrialized products) and ICMS (tax on circulation of goods) applicable, in case of acquisition of materials;
- Due date;
- Specification of services and/or materials acquired by means of their respective identifiers;
- Name and CNPJ (Brazilian National Register of Legal Entities) related to ENEL Group performing the purchase and/or receiving the services;
- Value per unit of materials or items of equipment;
- Total value of materials or items of equipment;
- Specification of all tax deductions and taxes withheld and paid.

In case ENEL identifies Contractor's mistakes, faults or discrepancies in the invoices, as well as fault on fulfilling legal and contractual liabilities, payment will be interrupted and shall be performed only within 30 (thirty) days after the Contractor corrects the situation.

7.3.3. The invoice reviewed by the Contractor shall have the same term for payment, from the date of its receipt, as well as the invoice originally sent.

7.3.4. ENEL shall not be responsible for any financial or bank expense incurred to issue the invoices.

7.3.5. Under no circumstances is the Contractor or its subcontractor companies authorized to issue any instrument of credit against ENEL or against any other entity belonging to ENEL Group, being the Contractor responsible for bearing all expenses, losses and damages resulting from the infringement of this provision.

7.3.6. In the invoice, the following items shall be separated:

- a. Eventual works contracted by management as a complement to this Contract.
- b. Increments already billed through the application of adjustment formulas foreseen hereof. In this case, it is necessary to include justifications related to the value of indexes applied, as well as details of respective adjustment formula.

7.3.7. Payment to a foreigner Contractor providing services or supplying materials involving any kind of transfer of technology or know-how, or technical assistance or any other kind of service/supply requiring any specific record, shall follow specific proceedings foreseen in the Contract and by law, being the Contractor aware that it may involve procedures within official bodies, such as INPI (Instituto nacional da Propriedade Industrial) or BACEN (Banco Central do Brasil).

7.3.8. In case it is necessary to perform the record within such official bodies, the Contractor shall only issue the related invoice/bill after such official bodies publish the approval of the registration form.

7.3.9. In case the procedures referred above cause delay not because of sole fault of the Party responsible for the record, the resulting delay on invoicing and payment shall not be imputed to the Contractor, nor shall be applied interests or monetary correction.

7.3.10. It is hereby agreed that in case an invoice is issued without observing the provision above, ENEL shall not be bound to pay it, and the Contractor shall cancel such invoice, replacing it

by a new one, when appropriate, observing the procedure described in this clause, bearing all incurred costs, including those related to taxes, in the event of cancellation of the invoice issued differing from the terms of this clause, as well as in relation to the issue of the new invoice.

7.4. Payment conditions.

7.4.1. Invoices shall be paid on the period stated hereof, after ENEL's analysis and previous approval of the fulfillment of contractual conditions; in case the term of payment is not specified in the Contract, it shall be first day of massive payment after 90 (ninety) consecutive days from the recording of the invoice by ENEL, or the invoice date of approval, if later than the record date.

7.4.2. Payment to a foreign Contractor shall follow the specific procedures under this Contract, and shall specify if procedures within official bodies are required, including without limiting to INPI (Instituto nacional da Propriedade Industrial) and/or BACEN (Banco Central do Brasil), according to the current legislation.

7.4.3. Import invoices shall follow customs normative and, particularly, the provisions under the Federal Revenue (Ministry of Finance) decree no. 6759/09 art. 557.

7.4.4. All payments performed prior to the Temporary Receipt, pursuant to the terms hereof, shall be considered advances to the final price. In case where a financial guarantee of the fulfillment of this Contract is not provided, ENEL shall withhold 10% (ten percent) of the Contractor's invoicing, according to item 19 hereof.

7.5. Electronic invoicing.

7.5.1. With no damage to the billing system and to the payment conditions established under the previous items, the Contractor may use an electronic billing system, provided that ENEL has such system. If the Contractor chooses to use the electronic billing system, it shall keep it throughout the term of this Contract, or whenever such system is operational.

8. TAXES.

8.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

9. EXECUTION.

9.1. Generalities.

9.1.1. For the execution of services related to the works, as well as the acquisition of materials required to the execution of works, the provisions under this Contract shall be completely observed, particularly to defined projects, diagrams, technical specifications, especially the recommendations by ABNT (Associação Brasileira de Normas Técnicas) and strict fulfillment of laws and demands from federal, state, municipal authorities, exempting ENEL from any responsibility in case the Contractor fails to fulfill any legal requirements.

9.1.2. In case the Contractor identifies any mistake, omission or discrepancy in the projects, diagrams and technical specifications provided to the Contractor, it shall notify ENEL in writing, detailing everything that needs to be corrected.

9.1.3. The Contractor shall provide a sign in a visible place in the work site, informing the name of the Technical Manager and his registration number in CREA (Regional Council of Engineering, Architecture and Agronomy).

9.1.4. The Contractor shall provide the registration of Technical Term of Responsibility (ART, Technical Term of Responsibility) related to the works and/or services this Contract subject matter, in CREA of the region where such works and/or services will be carried out, according to the terms of the applicable legislation, and send a copy of this document to ENEL prior to the beginning of the execution of this Contract.

9.1.5. The Contractor shall request to ENEL, in due course and in advance, licenses that can be obtained only by ENEL, so that the execution of the works or services is not affected and machines operation is not prevented, and full costing of these licenses is the Contractor's responsibility.

If such request is not performed in due time and according to the aforementioned, the Contractor may be subject to sanctions foreseen hereunder, as well as liabilities for eventual resulting damages caused to ENEL.

9.1.6. The Contractor shall keep accurate and updated records of all costs, expenses, financial operations, and dues; duties related to the execution of works and services, and to the acquisition of materials required to the execution of this Contract.

For purposes of audit, the records aforementioned shall be made available to ENEL, or those appointed by ENEL, during working time at the Contractor's office.

9.1.7. If required by law, the Contractor shall record all devices used in the execution of services with applicable bodies, especially those related to the environment, being the Contractor sole responsible for all damages and losses caused to ENEL.

9.1.8. The Contractor shall equip its employees, at its sole responsibility, with all Personal Protective Equipment (EPI) and Collective Protective Equipment (EPC) whose usage is compulsory, pursuant to current legislation, used in the execution of the Contract.

9.2. **Inspections, checks and tests.**

9.2.1. ENEL may inspect materials and equipment this Contract subject matter at any moment of their manufacture, as well as to inspect contractual works and services, including materials the Contractor employees in the respective execution. This inspection may be carried out by ENEL's staff or an entity assigned by it, at the Contractor's worksite, offices, factories, workshop or warehouses, as well as at its subcontractors. ENEL's inspectors shall have free access to the referred facilities, making the process as easy as possible.

9.2.2. With no damage to previous rules under the Contracts, checks and tests shall be carried out respecting all Inspection items program developed by the Contractor and approved by ENEL.

9.3. **Quality control.**

9.3.1. The quality control includes a set of actions, activities and techniques required to provide enough confidence that the material, equipment, work or service this Contract subject matter will satisfactorily meet the conditions required by ENEL and, as the case may be, by respective technical standards.

9.3.2. The Contractor shall be the sole responsible for the quality control, regardless of controls and checks carried out or required by ENEL, by its own means or through a third party. These tests will not affect the Contractor's sole responsibility.

9.3.3. Prior to starting the manufacture process, or the execution of contracted works or services, the Contractor shall provide, by means of ENEL's request and for its approval, a Quality Control Plan (in compliance with ISO 10.005 or equivalent) which shall include Inspection items program, as well as a list of applicable operations and procedures.

9.3.4. Once the referred Quality Control Plan is submitted, ENEL may object to it within 15 (fifteen) business days, always providing justifiable reasons, and the Contractor shall undertake to change it with due diligence, making the appropriate corrections in accordance with the objections raised by ENEL.

9.3.5. During the execution of the Contract, the Contractor shall follow the most strict and rigorous procedure defined in its Quality Control System and in the Quality Control Plan approved by ENEL. ENEL reserves the right to carry out the audits required to evidence the fulfillment of this item.

9.3.6. When completing the execution of this Contract, the Contractor shall provide ENEL, for its approval, a final Quality Control report, whose content shall match the provisions in this Contract and in the Quality Control Plan approved.

9.3.7. ENEL may require the Contractor to apply for registration in a notary public the technical documentation necessary to manufacture materials and items of equipment this Contract subject matter. This documentation shall be available to ENEL, which may use it in case ENEL intends to discontinue or removal from product catalogue, or in cases of Contractor's insolvency or of its subcontractors or Contractors' insolvency.

9.3.8. Without prejudice to the provisions of the General Part, ENEL may, at its sole discretion, in case Contractor do not accomplish with quality and safety standards, foreseen for each kind of service or supply, required Contractor to execute, at its sole expense, an action plan, which must be prior approved by ENEL, in order to accomplish the quality and safety standards, under the penalties provided for in the Contract and/or termination of the Contract, being agreed that in any of the aforementioned cases, Contractor will not be entitled to any indemnification whatsoever.

ENEL may, at its sole discretion, depending on the severity and extension of the unaccomplishment of the quality or safety standards, decide for immediately termination of the Contract and in this case, Contractor will not be entitled to any indemnification whatsoever

9.3.9. Under no circumstances, does the fulfillment of these quality control conditions exempt the Contractor from its responsibility for the incorrect execution of the Contract.

9.4. **Delivery and receipt conditions.**

9.4.1. **General.**

9.4.1.1. In case the Contract does not specify a specific expiration date and it defines only the lead time or delivery time, it shall count from the execution of the Contract or the date the Letter of Intent or Proceed Order was issued.

9.4.2. **Materials and/or items of equipment.**

9.4.2.1. At each delivery, the Contractor shall send also all final technical documentation, as well as protocols and tests defined under the Specifications, the Contract and, as the case may be, under the respective Technical Standards.

9.4.2.2. In addition to the documentation aforementioned, the Contractor shall certify, in case it is required by ENEL, that diagrams, raw materials, materials and brands and types of components are identical to those that resulted in the approval of the offer, if the case may be.

9.4.2.3. In order to carry out the delivery, the Contractor shall send, in good time, the Shipping Notification to ENEL, to its contact or person in charge of the receipt appointed in the Contract, including the following information:

- Contract reference number.
- Number of volumes sent, informing the material they hold. In case these are the last volumes contracted, it shall be expressly informed.
- Data related to transportation means used and/or the transporting company, including their telephone number and contact person.
- Date and place where the equipment or materials are made available.
- Similarly, the Contractor undertakes to immediately communicate ENEL of any circumstances that change the shipment conditions agreed.

9.4.2.4. Unless expressed otherwise, regarding materials or items of equipment subject to quality control, the Contractor shall not deliver such items unless it has the compulsory Shipment Authorization, subsequent to the protocol receipt or the receipt in origin issued by ENEL. Items supplied under a Quality Control system are excluded from this requirement. However, in case the Contractor proceeds the shipment, all resulting expenses shall be payable by the Contractor.

9.4.2.5. Unless otherwise provided in the Contract, the delivery of materials and items of equipment shall be performed under DDP mode (Incoterms CCI 2010) at the place of destination defined in the Contract. The terms related to delivery, property, insurance, etc., shall be constructed in compliance with Incoterm, except for those that deny the terms hereof.

9.4.2.6. Without prejudice to the delivery date deemed met, ENEL reserves the right to postpone any shipment or dispatch of materials or items of equipment. The Contractor shall bear storage and insurance expenses regarding the subsequent for a period of 30 days following the new delivery date agreed. In case the postponement lasts for a longer period, compensations resulting from additional storage and insurance expenses shall be defined by means of mutual agreement.

9.4.2.7. Once the material or item of equipment is received by ENEL, the Temporary Receipt Document shall be issued, signed by both Parties, making reference to the successful result of checks and tests, and final acknowledgement, or, it shall include circumstances in which detected deficiencies should be corrected or remedied. The Temporary Receipt Document shall be formalized within eight (8) consecutive days from the date any Party requests its issuance, provided that all conditions or activities this Contract subject matter are met.

When checks, tests and final acknowledgement are not compulsory, the delivery of materials and items of equipment by the Contractor shall be formalized with ENEL's compliance agreement and their receipt.

9.4.3. **Works and/or Services.**

9.4.3.1. After the Guarantee Period, the Contractor shall notify ENEL of such expiration date, requesting the Final Receipt. After such request, ENEL shall communicate the Contractor of the Final Receipt date, which shall take place within thirty (30) days from the receipt of the notification by ENEL, as the case may be.

9.4.3.2. On the date mutually agreed for the Final Receipt, it shall be carried out the inspection of the contracted works or service state, verifying that the requirements were met, by means of appropriate checks, in the presence of the Contractor.

9.4.3.3. The management of the assigned work or service execution shall be the Contractor's responsibility.

9.5. **Transfer of property and risks.**

9.5.1. **Materials and/or items of equipment.**

9.5.1.1. The Contractor is responsible for latent defect or manufacturing defects, also during the Guarantee Period, up to the period informed by current legislation, as well as legal responsibilities or any other responsibility that may result.

9.5.2. **Works and/or Services.**

9.5.2.1. The Contractor is responsible for latent defect or manufacturing defects, also during the Guarantee Period, up to the period informed by applicable legislation, as well as legal responsibilities or any other responsibility that may result.

10. **ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.**

10.1. It shall be considered Contract subcontracting, as the case may be, all Contractor's agreements or operations with third parties in order that such third parties participate in the execution and fulfillment of this Contract.

10.1.1. The maximum limit of subcontracting for services or supplies is correspondent to 30% of the total contract amount, for the full Contract period. Any variation of this limit must be previously authorized, in writing, by ENEL, on a case by case basis.

A self-employed worker is considered a subcontractor for all the purposes of these General Conditions and of the Contract. However, exclusively for the

purposes of subcontractors share calculation, a self-employed worker shall not be considered.

10.2. It shall be considered assignment of Contract, all Contractor's agreement to transfer to third parties all rights and obligations resulting from this Contract, being defined that the assignment and/or subcontracting may only be performed by means of previous authorization of ENEL, according to the terms of the Contract and related to the Contractual Documentation.

10.3. Under no circumstances shall it be assumed contractual relationship of any kind between subcontractors or assignees and ENEL, being the Contractor always responsible for all activities performed by these subcontractors or assignees, and for the fulfillment of contractual, legal, or fiscal obligations resulting from the execution of the works; as well as for damages and losses caused to ENEL by any subcontractors or assignees, their agents, advisers, or workers.

10.4. ENEL shall not be held accountable by any subcontractor or assignee, or their staff, for any claim, directly or indirectly, resulting from the Contract. The Contractor undertakes to make great effort to prevent formulation and/or processing of such claims. Consequently, the Contractor shall respond to ENEL and hold it harmless of any judicial or extra-judicial suits or procedures filed against ENEL by any subcontractor or assignee, or their staff. Such exemption from liability shall include the amount ENEL may have to pay, as well as expenses or costs of any nature incurred by ENEL as a result of the claim. In case the Contractor fails to fulfill the terms under this item, it shall be constructed as serious breach, and ENEL is entitled to terminate the Contract due to the Contractor's failure to comply, without prejudice to any other legal measure applicable.

10.5. Under no circumstances shall it be entitled to plead the principles of solidarity or subsidiarity of any nature, between ENEL and the Contractor, its subcontractors or assignees, nor between ENEL and employees or representatives from the Contractor, its subcontractors or assignees, regarding the execution of the Contract.

10.6. In cases of assignment of Contract or subcontracting, the Contractor undertakes to obtain from the assignee or subcontractor previous acceptance of obligations towards ENEL transferred to the assignee or subcontractor related to all contractual, legal, labor, and confidentiality and safety conditions, being compulsory to present the related documentation.

10.7. According to the provisions above, ENEL may, at any time, inspect and monitor works or manufacturing carried out by the assignee or subcontractor, and the fulfillment of their obligations. The subcontractor or assignee must provide ENEL all collaboration required (documents, reports, free access to their factories, shops or facilities, etc.).

10.8. ENEL reserves the right to reject subcontractors or assignees who, as work progresses, ENEL considers as not appropriate to maintain, without the need to indemnify the Contractor.

11. ASSIGNMENT OF RIGHTS AND CREDITS.

11.1. ENEL may assign its collection rights or payment obligations resulting from the Contract, on behalf of any company affiliated to ENEL, provided that it notifies the Contractor.

12. CONTRACTOR'S LIABILITIES.

12.1. According to what is put forth on the section of the same name under the General Parts of the General Terms of Contracting.

13. CONTRACTOR'S RESPONSIBILITIES.

13.1. According to what is put forth on the section of the same name under the General Parts of the General Terms of Contracting.

14. GUARANTEE PERIOD.

14.1. The Guarantee Period for materials and items of equipment as well as for works and services contracted is applicable throughout the period set in the Contract, and, if such period is not set, for one (1) year from the Temporary Receipt Document. In case the Document is not signed, the one-year period shall be counted from ENEL's "acknowledgement" of the material delivery or notification of contracted work or service completed, and delivery of the correspondent documentation to ENEL, by the Contractor, to process the administrative authorization to start the works, as the case may be.

14.2. In case by the end of the Guarantee Period ENEL's main facilities, which are part or all of this Contract subject matter, have not been operational for at least six (6) months, the Guarantee Period shall automatically be extended until the completion of six (6) months, except when the materials or items of equipment provided by the Contractor have been repaired or replaced, case in which they shall be guaranteed for a period equivalent to the initial Guarantee Period. Under no circumstances shall it result in additional costs to ENEL.

14.3. After the Guarantee Period and the Final Receipt, ENEL can, at its sole discretion, directly or indirectly, on its own or by means of third parties, freely change or modify the materials or items of equipment from this Contract subject matter, or the constructions executed or installed, including when they are protected by licenses, patents or other means of industrial property on behalf of the Contractor, always preserving confidentiality agreed upon.

15. PENALTIES.

15.1. With no damage to the provisions under item 16.3 from General Part of General Terms of Contracting, regarding Contract termination due to cause imputable to the Contractor, in case the Contractor fails to meet delivery dates or lead times, both partial or final ones, as well as any other fault related to the terms under the Contract or these General Conditions, ENEL shall apply a penalty which shall not act as a compensation.

In case no other late penalty charges have been defined, it shall be applied 1.5% (one point five percent) of Contract total price per week of delay during the first four weeks, and 4% (four percent) from the fifth week, and in both cases it shall be calculated pro rata die (proportionally to the days elapsed).

In case during the Guarantee Period ENEL's fails to have at its disposal the materials or items of equipment contracted, or the works or installation carried out, due to defect, fault, or damage, produced or detected on them, not imputable to ENEL, or due to deficiencies in the execution or in the work to correct such deficiencies; in accordance with the Guaranteed Commitment, the Contractor shall suffer the penalty set under the Contract, and in case such penalty is not defined, the Contractor shall suffer a default fine of 0.1% the total Contract value per day of unavailability or inability to use, with no damage to the application of other penalties foreseen under the Contract, as well as collection for losses and damages and additional compensation.

15.2. The sum of penalties shall not exceed 15% of the total Contract value. In case it exceeds this limit, ENEL shall apply the penalty and be entitled to terminate the Contract according to the applicable legislation.

The collection of penalties shall not deprive ENEL of its permission to additionally transfer to the Contractor all expenses and incidental costs that is must support and/or pay to third parties, as a direct result of the delay or fault events.

15.3. The application of foreseen penalties shall not exempt the Contractor from proper fulfillment of the Contract in its totality. Consequently, the Contractor must eliminate all technical deficiencies detected; pay the applicable penalties; recover, at its own expenses, deadlines not met and replace materials and items of equipment, redo or repeat, as the case may be, works or services this Contract subject matter, by means of ENEL's request.

15.4. The procedure to collect any penalties resulting from the Contract shall be carried out according to the information in these items.

ENEL shall notify in writing, by means of a request to the Contractor, any penalty owed, detailing its value. The Contractor shall provide any applicable evidence in its defense within fifteen (15) consecutive days from the date of notification.

After this period, and in case ENEL rejects such arguments, the Contractor shall discount from the invoice, the value corresponding to the penalty applied. In case such discount is not applied, the corresponding amount shall be executed from the guarantees provided, or collection by any other means under the Contract, the Law or the General Conditions, with no damage to the indemnity for losses and damages ENEL is entitled.

Once the economic guarantee is executed, the Contractor must replace it by an equal amount prior to the execution, according to the terms under item 19.3 of General Terms of Contracting.

While this refund is not performed, ENEL shall withhold the residual amount resulting from the difference between the total guarantee amount and the penalty value.

In case the initial guarantee amount is not enough to cover the penalties, ENEL shall settle outstanding payments required to cover the total penalty amount, being the guarantee refund unchanged, as previously defined.

16. CONTINUANCE, TERMINATION AND RESCISSION.

16.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

17. FORCE MAJEURE.

17.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

18. LEGAL-LABOR, SAFETY AND OCCUPATIONAL HEALTH LIABILITIES.

18.1. The services this Contract subject matter shall be performed with full responsibility and technical-operational independence, with no exclusiveness and/or economic dependence between ENEL and the Contractor, as well as with no subordination of any nature and/or relationship between ENEL and the Contractor's staffing and/or service renderers.

18.2. Contracting the services shall not create any employment bond between ENEL and the Contractor's employees, representatives or subcontractors, who eventual are assigned to provide services this Contract subject matter at ENEL's; therefore, such employees, representatives or subcontractors shall respond, in terms of hierarchy and function, to the Contractor, who shall be sole responsible for the payment of salaries, labor expenses, social security, and other costs related to such employees.

18.3. The Contractor shall perform the services under the terms of applicable laws and regulations that rule labor relations, safety and occupational health, respecting specific recommendations set made ENEL, and shall lead and inspect its representatives and/or employees regarding the fulfillment of such laws and regulations, under penalty of termination of works and/or termination of the Contract, with no burden to ENEL.

18.4. The Contractor shall meet all contractual clauses foreseen under Collective conventions and bargaining agreements of Union, and shall be fully responsible for charges resulting from these services, as well as from social, labor and fiscal charges (INSS, FGTS, PIS, ICMS, ISS, etc.), related to the services and items of equipment, providing the related vouchers, whenever requested by ENEL.

18.5. The Contractor shall provide a representative to manage services resulting from the Contract, to inform the team of all guidelines set, and to be the contact person for ENEL's representative, who will be appointed to monitor the execution of the services.

18.6. The Contractor's representative shall have a letter of appointment of agent, signed by the Contractor's person in charge, informed in its Articles of Association, authorized to represent the Contractor within ENEL.

18.7. The Contractor's representative shall not have any employment bond with ENEL, acting only to mediate information required when adjusting the services provided.

18.8. The representatives shall hold meetings, as many as requested and previously scheduled, to align the contracted services needs, as well as to return to the objectives defined.

18.9. Under no circumstance is ENEL's representative obliged to control the activities provided to the execution of the contracted services, in addition to that, there is no connection between the representative and Contractor's employees, who will be exclusively controlled by the Contractor.

18.10. In case of litigation of any nature against ENEL, due to the Contractor's liabilities, or in case of litigation due to the Contractor's or its subcontractor's commission or omission, ENEL is entitled to withhold from outstanding payments or from existing guarantees the amount equivalent to what is being claimed, including social security subscriptions and income tax, undertaking to refund it to the Contractor, with proper corrections, after the court decision with no possibility of appeal stating groundlessness or ENEL's exclusion from the defendant list. In this case, the Contractor shall also indemnify ENEL for its attorney's fees, especially hours spent on the elaboration of petitions and roaming to hearings, as well as legal and administrative expenses and costs incurred to provide proofs, considering, as the basis for the reimbursement agreed in this instrument, remuneration of attorneys and ENEL's representative, except in cases of default judgment, miss of lawsuit terms by ENEL, without prejudice to eventual reimbursement action.

18.11. The Contractor is sole responsible for payment of expenses resulting from hiring its employees, third parties and/or subcontractor, including without limiting: salaries, additional perks, vacations, extraordinary payments, occupational accident insurance, contributions and/or expenses owed to social security, FGTS (Government Severance Indemnity Fund) and PIS (Social Integration Plan), withheld at source taxes and any other labor, contribution or tax expenses, exempting ENEL from any eventual responsibility for accidents during the supply of materials and/or items of equipment, occupational claims and/or contribution claims, including those on behalf of ENEL, agreed to and accepted that they are different companies and that there is no employment bond between ENEL and the Contractor's employees, representatives and/or subcontractors, as previously stated.

18.12. In accordance with Decree no. 8262/14, the Contractor shall ensure its employees and collaborators a non-smoking environment, being forbidden specific smoking areas in its facilities and/or locations where the services or supplies are carried out.

18.13. Sanctions due to infringement of standards related to occupational health and safety protection.

With no damage to its right to terminate the contract, and with no damage to claims of losses and damages, regarding any infringement related to occupation health and safety protection, ENEL is entitled to (at its sole discretion) enforce the penalties listed as follows, by means of previous notification through registered letter to the Contractor with notice of receipt:

- a. R\$ 1.000,00 (one thousand reais) for each violation qualified as 'Severe breach', according to the table under clause 18 of General Part of General Terms of Contractation.
- b. R\$ 2000,00 (two thousand reais) for each violation qualified as "Very Severe Breach" according to the table under clause 18 of General Part of General Terms of Contractation.
- c. R\$ 2.000,00 (two thousand reais) for each violation qualified as 'Very Severe Breach, which will cause a significant downgrading in the Vendor Rating Index' or "Extremely Serious Breach" according to the table under clause 18 of General Part of General Terms of Contractation.

If violations mentioned under items a) 'Severe breach, b) 'Very Severe Breach and c) 'Very Severe Breach, which will cause a significant downgrading in the Vendor Rating Index cause

accidents or personal injuries, ENEL reserves the right, at its sole discretion, to charge Contractor an additional penalty of up to 2% of total Contract value but, in any case, not lower than R\$ 2.000,00 (two thousand reais).

18.14. For the purposes of definition, violations considered "extremely serious breach" are those Very Severe breach capable of causing a downgrading of Vendor Rating Index, including but not limited to those foreseen under Clause 18 of General Part, in the Contract or in the applicable legislation.

19. ECONOMIC GUARANTEE.

19.1. The Contractor shall provide prior to the execution of the Contract, a financial guarantee on behalf of ENEL, of value equal to 10% (ten percent) of works or services aggregate amount or, at ENEL's discretion, equivalent to 1 (one) monthly invoice, as Letter of Guarantee (bank guarantee), with the following registration: "In order to ensure accurate, complete and appropriate fulfillment of the Contract.

19.2. ENEL, at its sole discretion, may choose to replace the Contract financial guarantee by a 10% withhold of each invoice until completing 10% of the contracted works or service amount. Such withholding aims to ensure accurate and perfect fulfillment of all obligations undertaken hereof or under any other contract executed between ENEL and the Contractor, and shall be returned by ENEL on formal request of the Contractor, provided that all contractual obligations foreseen are met, and all contractual penalties are settled, if applicable. The guarantee value to be reimbursed shall be added of the remuneration from marketable security, under conservative risk profile, performed by ENEL, net of withholding taxes that may be due on investments and financial incomes, pursuant to applicable legislation, as well as, contractual penalties applicable, observing the terms under the legislation and the Contract.

19.3. Alternatively, ENEL may, at its sole discretion and at any time, contract Chain of Guarantees custody service, passing holdback amounts to creation of guarantees to custody agent of renowned authority, who shall invest such resources on behalf of the Contractor within financial market, using a financial instrument commonly used in the market, with conservative risk profile and standardized to all ENEL's Contractors. Updated balances of guarantee shall remain constrained by the custody agent until ENEL informs its release conditions. The guarantee shall be returned net of all applicable taxes to the type of marketable security used by the custody agent and of contractual penalties applicable, observing the terms in the legislation, provided that all contractual obligations are met.

19.4. In the event of alternative utilization of external custody of guarantees informed under the previous subitem, profitability of marketable security performed by the custody agent, under its sole responsibility, may be different from profitability obtained so far from financial investments directly performed by ENEL, and the Contractor is not entitled, in any of these cases, to seek financial differences from ENEL due to any profitability variation or eventual financial losses that may occur due to the custody agent or financial investment managers management performed to update the guarantee value, under the terms of this clause.

19.5. The cost undertaken by ENEL to contract a Chain of Guarantees custody service shall be passed on, prorated, to the Contractor, in the form of discounts to invoices payments or in the form of deduction of equivalent value to this proportional cost of guarantees balances established, and this deduction represents no reduction to ENEL's obligation to constitute the full amount of the guarantee foreseen hereof.

19.6. The bank guarantee that must be provided should be from a financial institution with risk rating updated by, at least, two first class rating agencies (Standard and Poor's, Moody's and/or Fitch), with rating equivalent or higher than AA under national scale.

19.7. The financial guarantee constitute by the Contractor shall take effect as soon as the Contract is in force, including if any contractual obligations are outstanding, and shall be returned upon written request by the Contractor and only after ENEL discounts or withhold any owed value resulting from the Contract.

19.8. ENEL may choose to replace the guarantee previously mentioned with the use of a 10% (ten percent) withholding on each invoice until completing 10% (ten percent) of the service amount or the guarantee amount agreed between the Parts.

20. INSURANCES.

20.1. If the Contract is executed in the form of Contractor's materials on consignment at ENEL's plant, the Contractor shall arrange, apart from the insurances mentioned under the item of same name in General Part, insurance for theft and other damages, which the deposited material may suffer, for the whole term of the Contract.

20.2. If at ENEL's discretion insurance coverages presented by the Contractor are not enough to cover the exposure, both at the material or item of equipment delivery and the execution of the works or services this Contract subject matter, the Contractor undertakes to review and modify such insurances as required and pursuant the conditions of the insurance market.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

21.1. With no previous and written authorization by the adverse party, the use of trademarks and logo of the other party, as well as commercial usage advertising the service provided to such party is strictly forbidden.

22. CONFIDENTIALITY.

22.1. Shall be ruled according to the provisions of the section of the General Part with the same name , except for (i) the applicable law - since for contracts executed in Brazil, the applicable law is the Brazilian Law, including in relation to confidentiality clause issues and (ii) for the provisions of clause 22.2 herein below,

22.2. The provisions of clause 22.1 of the General Part shall be applied, with the exception of its point a) , which is shall be replaced by the wording below. However, the point b) and c) of the clause 22.1 of the General Conditions shall remain valid.

Thus, contrary to the stated in clause 22.1 of the same section "CONFIDENTIALITY", in General Part, the information excluded from the confidentiality duty are those which became public, provided that such disclosure was not a direct or indirect consequence of a breach of the confidentiality duty foreseen in the General Conditions, in the Annex I or in the Contract.

Therefore, the point a) of clause 22.1 of the General Conditions shall be replaced by the following:

"a) Information which becomes generally available to the public, provided that they are not a direct or indirect consequence of the obligation to maintain confidentiality having been violated or ignored".

23. PERSONAL DATA PROCESSING.

23.1. In case Contract execution requires the Contractor to be informed of ENEL's personal data, the terms under item 23 are applicable.

23.2. Such data processed and managed by the Contractor are and shall remain ENEL's property.

The Contractor especially represents and warrants that:

- a. Data treatment shall meet current legislation, as well as criterion, requirements and Specifications established in this Contract and, as the case may be, according to the instructions provided at any moment by ENEL;

- b. Personal data informed to the Contractor as a result of this contract shall not be applied or used for any other purpose than the one under this Contract;
- c. It shall return, straight to ENEL, all personal data informed within 15 (fifteen) consecutive days, from the conclusion of services, in accordance with the terms under the Contract;
- d. It shall destroy any document, complement or copy of personal data informed under the Contract and which cannot be returned, due to various reasons different from the terms put forth in the previous item. However, the data shall not be destroyed in case of legal provision requiring its preservation. In this case, the Contractor shall preserve such data, in all discretion, according to ENEL's instructions and as mandated by law;
- e. It shall not communicate or assign the data supplied as a result of the execution of this Contract subject matter, to other individuals or legal entities, under the penalties and measures provided for under the Contract and /or at law, in case of breach of the applicable law or breach of the Confidentiality
- f. It shall adopt technical and organizational measures required and demanded by applicable legislation, when processing information provided by ENEL, as well as measures agreed upon in the Contract, with the purpose of ensuring personal data safety and avoiding its amendment, loss, non-authorized access or treatment, resulting from human action or physical or natural means, considering also the state of technology, the nature of stored data and risks to which the data is exposed. The measures should cover, for illustrative purposes only, hardware, software, recovery procedures, backup copies and information collected from personal data shown on the screen or printed;
- g. In case it is necessary to perform any international transfer of data in order to render the service, the Contractor undertakes to inform this to ENEL, previous and in due time so that ENEL can provide related authorizations, without which the Contractor cannot perform such transfers.
- h. Particularly, it states to know and undertakes to fulfill all principles and rules under law n^o. 12.965, of April 23rd, 2014, which sets the principles, guarantees, rights and obligations related to the use of Internet in Brazil, and the Decree 8.771, of 11th May, 2016, as well as their subsequent regulations or new laws or regulations that may be enacted regarding this subject, aiming at ensuring the correct accomplishment of its obligations and duties, including, but not limited to those in relation to concept and protection of registered data, personal data or treatment of personal data, being liable by itself, its partners, employees representatives, subcontractor or third parties with which it might have any commercial relation. The Contractor undertakes to comply with and enforce any new laws or supervening regulations that will be published on the topic. Apart from that, it represents and agrees that eventual penalties foreseen in the legislation shall always be interpreted as additional and supplementary to any other penalties foreseen under the Contract and its Annexes.

23.3. With no damage to the provisions under the preceding paragraph (e), in case ENEL authorizes subcontracting of specific services on behalf of third parties, which in turn, results in providing registered or personal data referred in this clause, the Contractor undertakes to, prior to the subcontracting, execute a data confidentiality agreement between the Contractor and its subcontractors, defining Contractor's and its subcontractor's responsibilities in relation to this data treatment, and responsibility for all damages, losses and harm resulting from failure to meet such agreement.

23.4. The Contractor undertakes to exempt ENEL from any claims filed in relation to failure to comply with the clause above, and accepts to bear and pay all sums that the contractor may be obliged to pay due to sanctions, penalties, compensations, interests, damages, losses in general, as well as those ENEL may be sentenced to pay due to failure to comply with the Contract.

24. ENVIRONMENTAL PROTECTION.

24.1. Materials and/or items of equipment.

24.1.1. The Contractor undertakes to adopt all measures in order to ensure the fulfillment of obligations resulting from the enforcement of national Federal, State or Local environmental standards, requirements and conditions to obtain licenses, granting, authorizations or technical standards applicable to the scope of services. Particularly regarding correct packaging and labelling of products supplied (product date of packaging, manufacturing, validity date, etc.), proper return or allocation of chemical products packagings, in case such products are considered dangerous according to current legislation, without prejudice to any other legal provision that, in the future, may be established for this subject, being responsible to restore any damage caused as a consequence of its activities.

24.1.2. The Contractor undertakes to provide, whenever possible, products or materials bearing an ecological label, as well as those with longer useful life, or with less power consumption, representing lower cost and having less potential to generate residues per product life, informing ENEL of such acquisitions.

24.1.3. The Contractor commits to only employ non-carcinogenic and non-chemically unstable usable elements in its materials and items of equipment.

24.1.4. The Contractor shall respect limits established for hazardous substances and preparations trading defined by laws and regulations, as well as any other future legal modification to this subject. Particularly, providing evidence of lack of PCB in items of equipment oil, and lack of CFC, HCFC, halons, etc., with commercial restraints.

24.1.5. The Contractor is responsible for all transportation of people, materials and residues respecting the terms of applicable legislation.

24.1.6. Whenever possible and although it is not a legal liability, the Contractor shall reuse and recycle residues generated by its own products or materials.

24.1.7. ENEL reserves the right to monitor or control Contractor's proper management of residues.

24.1.8. In case under the scope of the Contract it is included, directly or indirectly, the acquisition of any of the substances listed below in the form of mix or as articles content, and regardless amount the following:

- insulating oils.
- lubricating oils.
- Greases.
- paint (including "Toner") and coatings.
- Solvents.
- chemical products.
- electrical batteries.
- gases (in bottles or items of equipment).
- Fuels (gasoline, diesel and others).
- Laboratory reagents.
- Cleaning products.

24.1.9. The Contractor shall ensure compliance with current legislation in terms of substances and chemical preparations record, appraisal, authorizations and licenses and restrictions, providing safety sheet, ensuring handling and storage according to applicable standards.

24.1.10. The Contractor shall ensure the availability of Safety Sheet for chemical products in the location of use and storage.

24.1.11. The Contractor undertakes to manage empty packagings in which the product was supplied, complying with the terms of applicable legislation, removing them upon ENEL's request, being fully responsible for observing compulsory standards related to transport, as stated on previous clauses. It shall also be obliged to remove empty packagings within conditions and time limits defined in each Contract, or, in case of omission of a time limit, the Contractor shall provide allocation upon ENEL's request.

24.1.12. The electronic devices Contractor shall comply with conditions imposed by current legislation. Special attention should be given to electronic gauges, computers, and the facilities control equipment, which the Contractor shall collect by the end of their useful life establishing reverse logistics or destination according to legislation, with no costs to ENEL.

24.2. Works and/or Services.

24.2.1. The Contractor shall know all requirements and applicable standards necessary to perform the work and demonstrate by means of evidence their fulfillment.

24.2.2. The Contractor shall ensure, and as the case may be provide evidence, that the staff who will carry out work this Contract subject matter, has theoretical-practical skills or is trained to properly carry out the work, particularly, training required to ensure proper behaviour regarding environment and to reduce the risk of accidents with environmental repercussions. Training shall include their assigned obligations resulting from the Environmental Management System documents, applicable and conditioning legal and technical rules, as well as licenses and authorizations requirements.

24.2.3. The Contractor shall provide its staff with means required so that the work is carried out respecting the Environment and pursuant to applicable standards and requirements. Furthermore, the Contractor undertakes to meet all applicable legal requirements, as well as those resulting from the Environmental Management System, in case there is such system implemented in the facilities this Contract subject matter.

24.2.4. The Contractor shall be held liable on an administrative, civil and criminal basis for all environmental damages caused as a result of services contracted, including accidents. In case responsibility is placed on ENEL, the Contractor shall adopt all applicable measures to take up responsibility, as well as to indemnify Enel for all direct and indirect damages caused to it. In addition, in this case, the Contractor undertakes to recover and correct any environmental damages placed on Enel by the environmental body or any other body, including direct and indirect civil damages. The Contractor shall adopt appropriate measures to ensure the fulfillment of all environmental State or local laws and regulations in force.

24.2.5. The Contractor shall develop a risk prevention plan and environmental contingencies resulting from works contracted, providing it to ENEL, upon request, and, in order to avoid any accident, it shall adopt appropriate preventive actions to ensure the fulfillment of applicable rules in force, as well as those that govern good environmental management practices, such as:

- Properly storing and handling chemical products and goods or toxic and harmful residues, segregating incompatible chemical products and avoiding mixing residues.
- Clearly signalling areas and residues with special environmental impact.
- Preventing leakages, spillage and soil, tanks and riverbed contamination.
- Prohibiting its employees from performing any activities involving fire, leaving equipment unattended failing to properly storage it, as well as indiscriminate use of water.
- Preventing emissions of dirt and other substances during material transportation.
- It shall be especially observed the prohibition of any kind of non-controlled discharges, as well as leaving unattended any kind of residue in the area involved

in the contracted works or services, which should be kept clean and organized as much as possible during each working hours, particularly on weekends, complying with the terms of the Environmental Management System procedures and of environmental basic Plans recorded within competent environmental bodies or equivalent, applicable to the work performed, in case there is no such plan implemented in the facilities this Contract subject matter.

- In order to properly segregate each residue pursuant to rules in force for segregation, the Contractor shall provide enough containers, equipped with latch, signalled and in good conditions, at the job site. When residues are generated, they shall be collected and stored according to applicable rules. Their disposal shall be performed respecting applicable laws, by means of licensed carriers and receivers. The Contractor shall provide ENEL, upon request, copy of residues transportation and disposal documents under the terms of applicable laws, as well as licenses and authorizations accrediting carriers and receivers employed.
- Once all contracted services or works are completed, the Contractor shall leave the work site area clean and unobstructed, recovering damaged areas according to requirements of environmental bodies, removing, by the end of the works, debris, packagings, packages, bags, scrap, and all kind of residue generated, present in the area, being solely responsible for their collection, transportation and disposal. The recovery of areas shall be carried as demobilization of temporary structures occur, being the Contractor responsible for protecting the area (fencing) in order to ensure the development of vegetation used in the recovery.
- Furthermore, the Contractor shall adopt appropriate measures to ensure that environmental legislation in force, applicable to related works, is fully met.

24.2.6. Contractor's Site Manager is responsible for monitoring and fulfilling procedures, being entitled to assign other person to this task, notifying ENEL's work supervisor technician, his identification data, who can provide specific environmental instruction regarding the work to be carried out.

24.2.7. The Contractor undertakes to immediately inform ENEL's work supervisor technician of any environmental accident that may occur during the execution of the works, and shall present a written report describing the event and its causes.

24.2.8. In case of environmental accident, of any nature, the Contractor undertakes to meet ENEL's work supervisor technician instructions.

24.2.9. ENEL's technician who monitors the services may interrupt services in case of any contractual infringement, in this case the Contractor is responsible for losses and damages caused by such interruption. Infringement of obligations related to preservation of the work site shall result in withholding from the Contractor's invoices the amounts resulting from damages caused, applying also a pecuniary fine of 10% (ten percent) calculated on damage total amount.

24.3. Licensing requirements:

24.3.1. The Contractor shall draw up and provide to ENEL its activities reports to evidence that activities are carried out pursuant to environmental licenses requirements, environmental Plans approved by the environmental body, grants and other equivalent documents.

24.3.2. Within the term foreseen by the environmental body for the delivery of compulsory reports related to Licensing, the Contractor shall provide consolidated reports. Monthly, the Contractor shall provide to ENEL, a partial activities report, which shall become part of the consolidated report to be provided to the environmental body or competent environmental authority.

24.3.3. Reports provided to competent authorities as well as partial reports shall include all proof required as evidence that the Contractor's activities meet the requirements established by laws and regulations, and specific environmental authorities that govern the project. Such evidences include residue carriers, receivers, mineral and forest material supplier licenses, water

usage grant, ART of technicians in charge of waste-water treatment, residue management, areas recovery, plans foreseen under rules, comprehensive photographic record of activities conformity, layouts, controls required and others, according to legal requirements applicable to the scope of the Contractor's service for the project.

25. VENDOR RATING (CLASSIFICAÇÃO DAS CONTRATADAS).

25.1. With no damage to the terms under General Part of General Terms of Contracting, ENEL may, at its sole discretion, in case the Contractor fails to meet quality and/or safety standards required for each kind or service rendering or supply, determine that the Contractor performs, on its own expenses, an action plan that shall be previously approved by Enel, (it being understood that this approval shall not exclude or reduce the Contractor's responsibility for the elaboration or execution of such plan), in an attempt meet quality and/or safety standards, under penalty of incidence of applicable penalties and/or termination of the contract, with no indemnity of any nature owed to the Contractor.

ENEL may, also at its sole discretion, depending on the seriousness and scope of failure to comply with safety and/or quality standards, determine immediate termination of the contract, with no indemnity of any nature owed to the Contractor.

26. GLOBAL COMPACT.

26.1. According to the terms of the text under the session of the same name General Part of General Terms of Contracting.

27. ETHICAL CONDUCT CODE.

27.1. Generalities.

27.1.1. The documents listed below constitute the set of ENEL Ethical Code, hereinafter "Ethical Code". These documents, as well as their respective updates are available at www.enel.com.br, under item "fornecedores", subitem "documentos", and are an integral part of this contract, and shall be met as if their texts were under this contract:

- a. ENEL Ethical Code;
- b. Commitment and Sustainability;
- c. Corruption Zero Tolerance Plan;
- d. General Principles of Judicial Risks Prevention;
- e. Performance Protocol when Dealing with Civil Servants and Public Authorities;
- f. Protocol of Receipt and Offer of Presents, Gifts, Favours, and Similar;
- g. Guidelines 231 – "Guidelines applicable to Enel's non-Italian subsidiaries pursuant to Italian Legislative Decree no. 231 of June, 8, 2001.

27.1.2. The Parties state having access to the content of documents mentioned in the main section of this clause, which are made available at this contract execution, stating also having read and understood them, undertaking to meet and respect them, as well as their future updates.

27.1.3. In case of questions and conflicts between the Contractor's Ethical Rules and the Ethical Code, provided that such Code has been presented to ENEL, the most strict provision among them shall prevail.

27.1.4. In case the Contractor has no access to the Internet, fails to locate or finds any difficulty to access some of the attachment mentioned in this clause and its articles, it shall contact the person appointed in the clause in order to receive those attachments through electronic media or printed media (physical media).

27.1.5. Fail to request any attachment, according to the clause above, shall be constructed as full knowledge and acceptance of such document terms by the Contractor.

27.1.6. The Parties represent that will do their best to fight any form of corruption, including extortion and bribery, whether under the scope of this Contract or otherwise, including without limiting to, acceptance of bribes, promises, offers, presents, favours and/or gifts with the purpose of gaining any kind of advantages, whether in a Private or Public Administration scope, and undertake to respect the terms under this contract and its Attachments, particularly: "General Terms of Contracting ENEL and Attachment I Brazil", in the set of ENEL Ethical Rules (item 27.1.1.), as well as principles that rule Anti-corruption Law (Law no. 12.846 and August 1st, 2013, as well as subsequent amendments or equivalent laws and regulations that may replace it - hereinafter, jointly referred to as Anti-corruption Law).

27.1.6.1. Failure by the Contractor to comply with the terms under item 27.1.6, including but not limiting to any failure to comply with Anti-corruption Law and/or practices prohibited by this Law, as well as by Ethical Rules, shall bind the Contractor, in addition to penalties foreseen under CLAUSE 15 – PENALTIES, to immediate termination of this Contract, at Enel's sole discretion.

27.1.6.2. In case any of the Parties is aware of the performance of actions that typify infringement of item 27.1.6. above, it shall, in addition to all legal measures applicable, correct such actions, informing Enel through the following channels: sending an email to Enel Ethical Channel (<https://www.ethicspoint.com/>) or sending a letter to the following Internal Audit address - Praça Leoni Ramos, no. 1, bloco 2 – 5º andar - São Domingos, Niterói/RJ.

27.2. Conflict of interests.

27.2.1. The Contractor (in case of an individual), by signing this Contract, states that:

1. He/She does not perform top management functions (director, senior manager with strategic responsibilities), is not an employee of the corporation nor an auditor to ENEL Group, nor is he/she a relative up to second degree, spouse or partner, child and/or step child or dependant (by natural or civil relatedness) of such members.
2. S/He has no family members, relatives up to second degree/ spouse / partner / husband, children or stepchildren / related by blood ties or affinity, or from natural or civil relationship, within ENEL Group companies;
3. S/He has not performed, both the Contractor and their relatives (spouse or partner or first-degree relatives), for the last 24 months, Public Administration positions or at Entities in charge of public services with direct relation to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc.).

A Contratada (se for uma pessoa jurídica¹), The Contractor (in case of an entity), by signing this Contract, states that:

As a result of knowing its corporate structure, no individual belongs to its boards, management and control (including companies with Account of participation):

- a. S/He is not a member of top management or administrative bodies or Audit Commission, nor an executive with strategic responsibilities at ENEL Group's companies, nor is an up to second-degree relative, spouse or partner, child and/or step child, or a dependant (by natural or civil relatedness) of the members mentioned above.
- b. S/He is nor employed at any of ENEL Group's companies, nor is up to a second-degree relative, spouse or partner, child and/or step child, or dependant (by natural or civil relatedness) of the employee mentioned.

¹ Public bodies, companies listed in the stock market, bank institutions and companies controlled by them are not tied in to this statement

S/He has not performed, both the individual and their relatives (spouse or partner or first-degree relatives), for the last 24 months, Public Administration positions or at Entities in charge of public services with direct relation to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc.).

The Contractor undertakes to communicate ENEL of any change that may occur subsequently and while performing as a Contractor, in relation to the information declared prior to signing the Contract.

28. APPLICABLE LAW AND CONFLICTS RESOLUTION.

28.1. The hiring is governed by Brazilian laws, being Brazilian court competent to settle any claim that may rise, excluding any other court outside Brazil, unless expressed otherwise in the Contract.

28.2. In case of conflicts, if the Parties fail to reach an agreement to their resolution, they shall resort to Judiciary branch, unless the Contract foresees arbitration, according to Law 9.307/96.

28.3. When resolving litigation, in case the parties choose to resort to arbitration by means of including the referring arbitration clause in the Contract, it is provided that the Brazilian law shall rule it, appealing to the FGV (Fundação Getúlio Vargas) court of arbitration from Rio de Janeiro, and the Parties accept its rules from now on.

28.4. The Parties elect the Central Courts of the State of Rio de Janeiro, Brazil, as having exclusive jurisdiction to acknowledge and judge any controversies or disputes arising out or related to this Agreement, expressly waiving any others, regardless of how privileged they may be.

29. GENERAL PROVISIONS.

29.1. The Parties agree that the commercial relationship shall abide by the most strict and demanding concepts and principles of ethics, morality and good faith during the execution of business, including, without limiting, avoiding to keep by themselves or third parties, total or partially, directly or indirectly, relationship, contact or commercial association with any kind or class of agents that have participated in unlawful commercial activities, including unfair or unethical competition activities, from which, as a result of the activity performed, the Parties are aware of or should be aware of.

29.2. No provision under this Contract shall be construed as a means to create a partnership, joint venture, or association or commercial representation between the Parties, being each of them single, integral and solely responsible for their own acts and obligations.

29.3. The Parties represent, under penalties foreseen by Law, that their individuals or representatives who sign the Contract are duly accredited, according to their respective Bylaws or Social Deeds, with authority to take on the obligations under the Contract.

29.4. The Contractor hereby waives, irrevocably, the option to issue trade acceptance bills ("duplicata"), foreseen under art. 2 of Law 5.474/68, resulting from invoicing of services provided hereunder. It is also prohibited to assign any credit resulting from the Contract executed by the Parties, as well as to issue of any kind of instrument of credit ("título de crédito"), Being Enel exempted from any payment or obligation towards third parties, due to receivables, discount, collateral or other form of circulation or guarantee, including related to rights resulting from this Contract and, under no circumstances, ENEL shall accept such titles, which shall be returned, incontinenti, to the legal entity/individual who presented them. Under no circumstances will ENEL be held accountable for expenses/bank surcharges or any other expenses, not foreseen hereunder.

29.5. The Contractor shall be liable for eventual moral and material damages the ENEL may suffer as a result of failure to comply with the item above, as well as a result of protested trade bills that failed to meet the prohibition under this clause, with no damage to other penalties herein or in

the contract, as well as incidence of pecuniary fine equal to 100% (one hundred percent) on the value of the title, accepted or endorsed.

29.6. Without ENEL's previous and written authorization, the use by Contractor of Enel's trademarks and logo, as well as commercial usage advertising the service provided to such party, is strictly forbidden.

29.7. The provision in this document shall be construed as supplementary the document "GENERAL CONTRACTUAL CONDITIONS OF ENEL GROUP", unless expressed otherwise, event in which it shall prevail the terms under ATTACHMENT 1 – Brazil, in relation to the "GENERAL CONTRACTUAL CONDITIONS OF ENEL GROUP".