



This “ANNEX III COLOMBIA” applies to contracts of work or supply of commodities and/or the provision of services governed by Colombian legislation and concluded between companies of the ENEL Group and a Supplier.

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### 1. SCOPE OF APPLICATION.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

### 2. DEFINITIONS.

- Certificate of commencement:** It is the document signed between ENEL and the Supplier, which records the date from which the execution of the activities covered in the Contract begins.
- Certificate of Inspection of the works and services:** Certificate in which defects found in a completed work or service are recorded and the deadline by which they must be rectified by the Supplier.
- Delivery note:** Commercial document containing a list of commodities supplied and certifying the delivery of the same.
- Shipping authorisation:** Document issued by ENEL, by which the Supplier is authorised to proceed with the total or partial delivery of the equipment or material covered by the Contract.
- Shipping notice:** Document issued by the Supplier once all the agreed procedures have been completed, by which ENEL is informed that the equipment or material covered by the Contract has been shipped in whole or in part.
- Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels previously agreed between both parties.
- Letter of intent or order to proceed:** Non-mandatory agreement containing commitments that may or may not be formalised in a Contract.
- Inspector:** Person or entity designated by ENEL who carries out inspection functions at any stage of the execution of the Contract.
- Request for quotation:** Document through which ENEL requests a quotation. It shall consist of the Technical Specifications and the Commercial and Legal Specifications, among which the present General Terms and Conditions will be found.
- Quality Plan:** Document issued by the Supplier that specifies the associated processes, procedures and resources that shall be applied to comply with the Quality requirements of the Contract.
- Security Plan:** Document issued by the Supplier that specifies the processes, procedures and associated resources that will be used for Security Risk Management.
- Inspection Point Programme:** Document issued by the Supplier and approved by ENEL, in which the different inspections, tests, trials or examinations to be performed are reflected.
- Acceptance at Origin:** Procedure in which the tests or mandatory tests for the acceptance of the material are carried out in the presence of the technicians of ENEL or the person or entity authorised by it, and in the facilities of the Supplier, its subcontractor or any other entity agreed between both Parties.
- Acceptance by protocol:** Review of the mandatory test protocols, carried out previously by the Supplier, by means of which ENEL technicians or a person or entity authorised thereby, approve the shipment of the material in question or, on the contrary, decide the verification of the results of said protocols by the Acceptance at origin.
- Quality Assurance:** Part of the management aimed at providing confidence that quality requirements will be met.

### 3. LANGUAGE.

The original version of this "Annex III Colombia" is the one drawn up in Castilian Spanish.

### 4. FORMALISATION.

In those negotiations in which the amount is indeterminate, the formalisation of the contract may be carried out through a commercial quotation accepted by means of a purchase order or service order.

### 5. INTERPRETATION AND HIERARCHY.

5.1. All the matters regulated in this Annex shall be governed first of all by the terms contained in the sections thereof, and in a complementary manner by the terms contained in the General Section of these General Contracting Terms and Conditions.

5.2. Excluded from the foregoing are those matters whose regulation in the Annex expressly states that they will be governed directly according to the wording contained in the corresponding section of the General Section of these General Contracting Terms and Conditions.



## 6. COMMUNICATIONS.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

## 7. ECONOMIC TERMS AND CONDITIONS.

### 7.1. Prices.

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

- Direct and indirect labour costs in the development of the contracted service.
- Machinery and associated personnel costs in the development of the contracted service.
- Depreciation of machinery.
- Costs of financial services or bank interest.
- Costs of permanent and expendable materials.
- Transportation costs to/from the place of service.
- Installation and authorisation of services.
- Maintenance costs.
- General expenses and industrial profit.
- Taxes, fees and excise duties that are legally applicable.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Complete implementation of all units according to the Technical Specifications and other contractual documents.
- Construction, demolition and removal of auxiliary works, surveillance or storage facilities and those carried out in compliance with the Occupational Risk Prevention Regulations.
- Costs of economic guarantees, insurance or other guarantees, if applicable.

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

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

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

7.1.5. The Supplier is obliged to accept 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 25% of the Contract amount. The new delivery deadline, if applicable, shall be established by mutual agreement between both parties, based on a reasoned proposal by the Supplier.

7.1.6. If the extensions, modifications or reductions that ENEL proposes, motivated by a justified reason, represent an increase or decrease of more than 25% 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.

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

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

7.1.9. When it is not possible to set a negotiated price or in cases where ENEL deems it necessary, the price shall be set by administration, for which purpose the Supplier shall include in its offer the corresponding rates, also including categories which are the same as those defined in clause 7.1.1.

7.1.10. The performance of work on a direct labour basis may only be carried out with a written execution order from ENEL.

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



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

**7.2. Modification of prices.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

**7.3. Billing.**

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

- a) Any work contracted on a direct labour basis in addition to what was agreed in the Contract.
- b) Increases already billed 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.

**7.4. Payment terms and conditions.**

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

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

7.4.3. Payments agreed in foreign currency shall be made in Colombian pesos (COP) according to the Representative Market Rate (TRM) as at the date of conformity of receipt of the goods and/or service. In the case of consigned materials, they shall be settled at the TRM as at the date on which the goods were consumed, unless another different TRM is indicated in the Contract.

**8. TAX.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

**9. EXECUTION.**

**9.1. General considerations.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

**9.2. Inspections, tests and trials.**

9.2.1. 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, at the work sites, offices, factories, workshops or warehouses of the Supplier as well as those of its subcontractors, for which purpose the ENEL inspectors shall have free access to the aforementioned facilities and shall provide whatever may be necessary.

9.2.2. Without prejudice to the foregoing rules, in the Contracts in which it is so stated, the tests or trials shall be carried out in accordance with the Inspection Point Programme drawn up by the Supplier and approved by ENEL.

**9.3. Quality Control.**

9.3.1. Quality control comprises the set of actions, activities and techniques necessary to provide sufficient confidence that the material, equipment, work or service covered in the Contract will satisfactorily fulfil the conditions required by ENEL and, where appropriate, by the corresponding technical standards.

9.3.2. The Supplier shall be solely responsible for the assurance and control of Quality, independently of the controls and tests carried out or demanded by ENEL with its own or third-party means. These tests will not alter the full responsibility that is exclusively the responsibility of the Supplier.

9.3.3. Before starting the manufacturing process, or the execution of the contracted work or service, the Supplier shall submit all the documentation required in the applicable Quality requirements annex, for approval, this includes a Quality Plan (developed as defined in the annex mentioned) that will include the Inspection Point Programme, as well as the list of applicable operations and procedures.



9.3.4. Once the aforementioned Quality Plan has been presented, ENEL may object to it for a period of fifteen (15) working days, always for justified reasons, and the Supplier shall be obliged to modify it with due diligence, making the necessary corrections in accordance with the objections indicated by ENEL.

9.3.5. 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 Plan duly approved by ENEL, which reserves the right to carry out the necessary audits to verify compliance.

9.3.6. 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 Plan.

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

9.3.8. 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.

9.3.9. The Technical Specifications include Service Quality indicators, which must be complied with, and in the event of non-compliance the penalties established in the annex on quality requirements shall be applied, which are aligned with what is defined in the Penalties section of this document.

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

##### 9.4.1. **General details.**

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

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

9.4.2.1. With each delivery, the Supplier must accompany all the final technical documentation and the test protocols established in the Specifications, in the Contract, in the Quality Plan and, where applicable, in the corresponding Technical Standards.

9.4.2.2. The Supplier, in addition to the above documentation, shall certify, if required by ENEL, that the design, raw materials, materials and the brands and types of components are identical to those that gave rise to the type approval, where applicable.

9.4.2.3. To perform the delivery, the Supplier shall send to ENEL, to the attention of the contact person or person in charge of acceptance as stated in the Contract, sufficiently in advance, a Notice of Dispatch indicating the following data in it:

- Reference number of the Contract.
- Number of "packages" sent, indicating the material they contain. If they are the last of those contracted, it shall expressly indicate this circumstance.
- Data referring to the means of transport used and/or the transportation company, with the data and the telephone number of the contact person.
- Date and place proposed for the provision of equipment or materials.

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

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

9.4.2.5. 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.

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

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



9.4.2.8. 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.

**9.4.3. Works and/or services.**

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

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

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

**9.5. Transfer of ownership and risk.**

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

The Supplier shall be liable for hidden faults or manufacturing defects, including during the Warranty Period and until the deadline stipulated by current legislation, apart from any legal or other liabilities that may arise.

**9.5.2. Works and/or services.**

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

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

10.1. Under no circumstances may any contractual relationship be inferred between the subcontractors or assignees and ENEL, the Supplier always being responsible for all the activities of said subcontractors or assignees, and for the fulfilment of the contractual, legal and fiscal obligations derived from the fulfilment of their work; this includes damages and losses caused to ENEL by any of its subcontractors or assignees, its agents, advisers and workers.

10.2. ENEL shall not be liable to any subcontractor or assignee, nor to the personnel thereof, for any claim derived directly or indirectly from the Contract. The Supplier therefore agrees and undertakes before ENEL to carry out whatever is within its power to avoid the formulation and/or processing of such claims. Consequently, the Supplier shall respond to ENEL and shall hold it harmless from any legal action, judicial or extra-judicial, or any proceedings directed against ENEL by any subcontractor or assignee, or by their personnel. The aforementioned indemnity shall cover both the amount that ENEL must pay, and the expenses or costs of any nature which ENEL may incur as a result of said claim. Non-compliance by the Supplier with that which is regulated in this section shall be considered a serious non-compliance, and ENEL shall be empowered to terminate the Contract due to a non-compliance by the Supplier, without prejudice of any other legal action that could be open to ENEL.

10.3. In cases of assignment of 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.

10.4. In accordance with the foregoing, 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 provide ENEL with all the necessary collaboration (documentation, reports, free access to its factories, workshops or facilities, etc.).

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

**11. ASSIGNMENT OF RIGHTS AND RECEIVABLES.**

11.1. ENEL may, with the sole requirement of notifying the Supplier, assign its collection rights or payment obligations derived from the Contract to any other ENEL subsidiary.

11.1.1. The Supplier may endorse the invoices in accordance with the provisions of current legislation on the matter.

**12. OBLIGATIONS OF THE SUPPLIER.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

In addition, the Supplier shall inform ENEL of any change in the shareholding structure of the Supplier, as well as the control situation or business group, and any significant negative change in the financial situation of the Supplier. Changes in the shareholding structure and/or control situation shall be reported through the Contract Manager, within three (3) business days following approval by the Supplier's Board of Directors.



### 13. SUPPLIER'S LIABILITY.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

In addition, the Supplier shall be responsible for the Management of the Security Risks inherent to the development of the Contract and/or service. The fulfilment of this responsibility shall take into account the following guidelines:

- It shall guarantee during the provision of its services, the implementation of a Security Plan, which ensures compliance with the requirements of Risk Management Security established by ENEL and/or current standards on Risk Management, for example, at this time must comply with the provisions of standards ISO31000, ISO27001, ISO37001, among other standards, which are related to: internal and external fraud risks; counterparty risks, crimes against the assets, property and infrastructure of ENEL, personnel risks, security risks regarding ENEL information, environmental risks in areas of operation, among other risks.
- The Security Plan shall be presented for approval in the materialisation of the Contract or at the beginning of the service, and once approved by ENEL, this must be loaded on the Gestor.com platform and compliance therewith shall be enforceable. Failure by the Supplier to comply with the Security Plan (SP) shall be grounds for restrictions, in accordance with the provisions of numeral 18.6.1 of this Annex. ENEL may carry out comprehensive audits in order to verify compliance with the Security requirements defined in that document.
- The Security Plan shall be reviewed annually by the Supplier. In the event that changes arise that could affect its content, it must be updated. In the latter case, it must be resubmitted to ENEL for approval.
- It shall be the responsibility of the Supplier to communicate and guarantee compliance with the Security Plan (SP) by its workers or third parties related to the activity to be carried out for ENEL.
- In compliance with the Security Plan, the Supplier undertakes to report, through the channels defined by ENEL, all incidents and security risks that may arise in the development of activities and that bind its workers or third parties, as well as: Within 2 business days following the occurrence, any incidents that relate to the Supplier, and immediately in the case of incidents involving ENEL, which are:
  - Related to corruption, fraud or unethical conduct linking the Supplier's own personnel or third parties;
  - Incidents that constitute crimes affecting persons, property or elements owned or in the custody of the Supplier;
  - Incidents that constitute crimes that directly affect ENEL;
  - Incidents that affect the Reputation and Image of ENEL.
  - Incidents against ENEL's Information Security.
  - Incidents for violation to the standards regarding the Protection of Personal Data.
  - Alerts, Emergencies or Critical Events that may affect ENEL.

### 14. WARRANTY PERIOD.

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

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

14.3. Upon expiry of the Warranty Period and after the Final Acceptance is issued, ENEL may proceed, for its exclusive benefit, directly by itself or through third parties, to modify or alter freely the materials and equipment covered in the Contract or the constructions made or facilities assembled, including when they are covered by licences, patents or other forms of industrial property in favour of the Supplier, in all cases preserving the confidentiality due to them.

### 15. PENALTIES.

15.1. Without prejudice to the provisions of section 16.3 of the General Section of these General Contracting Terms and Conditions regarding the termination of the Contract for reasons attributable to the Supplier, failure on the part of the Supplier to comply with the delivery dates or execution periods, both partial and final, as well as any other non-compliances expressly provided for in the Contract or in these General Terms and Conditions, shall entail the application by ENEL of a penalty which in no case shall be of a compensatory nature.

15.2. In the event that no other penalty has been established, the penalty for delay shall be 1.5% of the total amount of the Contract per calendar week of delay during the first four weeks, and 4% from the fifth week onwards.



15.3. If during the Warranty Period ENEL is deprived of the disposal or use of the materials or equipment contracted, or of the work carried out or installation assembled, due to a defect, damage or breakdown that has occurred or warned in them, not attributable to ENEL, or due to deficiencies in the execution or in the works that have to be carried out to correct them, the Supplier shall be sanctioned with the penalty established for this purpose in the Contract and if it has not been, with the penalty of 0.1% of the total amount of the Contract for each calendar day of the Contract.

15.4. The sum of the penalties may not exceed 15% of the total amount of the Contract. If this limit is exceeded, ENEL shall apply the penalty and shall have the right to terminate the Contract in accordance with applicable law. The collection of penalties shall not deprive ENEL of the power to pass on to the Supplier any additional expenses and additional costs that it is obliged to bear and/or pay to third parties as a direct consequence of the delay or non-compliance produced.

15.5. The application of the penalties provided for does not exempt the Supplier from the correct performance of the Contract in its entirety. Consequently, the Supplier is obliged to eliminate any technical deficiencies detected; to pay the appropriate penalties; to make up for the missed deadlines at its own expense and to replace the materials and equipment, or to remake or repeat, as appropriate, the works or services that are covered by the Contract, at the request of ENEL.

15.6. The procedure for the collection of any penalty arising from the Contract shall be carried out in accordance with what is described in this section.

- a. ENEL shall inform the Supplier in writing of the penalty to be paid, detailing the amount thereof. The Supplier shall have a period of fifteen (15) calendar days from the date of the communication to state as much as it deems appropriate in its defence.
- b. Once this period has elapsed, and in the event that ENEL does not accept these arguments, ENEL will invoice the amount corresponding to the penalty applied. In any case, ENEL may deduct said value from the payments owed to the Supplier, without prejudice to the fact that it may proceed to execute the guarantees that it has constituted to collect the corresponding amount, or to attempt the collection by any other means contemplated in the Contract, in the Laws or in these General Terms and Conditions, and all of this without prejudice to the compensation for damages to which ENEL may be entitled.
- c. Once the financial guarantee has been forfeited, the Supplier shall be obliged to return it for the same amount as the one prior to the execution, in accordance with the provisions of section 19.
- d. In the absence of such restitution, ENEL shall retain the remainder that would have resulted between the total amount of the guarantee and the amount of the penalty.
- e. In the event that the amount of the initial guarantee is not sufficient to cover the amount of the penalties, ENEL will offset the outstanding payments necessary to cover the total amount of the penalties, without prejudice to the restitution of the guarantee as indicated above.

## 16. SUSPENSION, TERMINATION AND RESOLUTION.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

## 17. FORCE MAJEURE.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

## 18. LABOUR LAW OBLIGATIONS.

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

In development of the foregoing, the Supplier agrees to:

- a) Cancel salaries, overtime, Sundays and holidays and other concepts of a labour-related nature.
- b) Affiliate all its workers to the social security system established in the current legislation in Colombia, as follows:
  - a. Health
  - b. Pensions
  - c. Occupational risks
- c) Pay all the legal and extra-legal benefits that the Supplier has agreed with its employees.
- d) Make all the para-fiscal contributions indicated and required by Law:
  - a. SENA (NATIONAL APPRENTICESHIP SERVICE)
  - b. ICBF





c. COMPENSATION FUNDS

- e) Perform medical examinations on each worker when they are hired and when they retire.

18.2. The Supplier authorises ENEL in the event of default in payment of labour credits for the personnel of the Supplier working in the execution of the purpose of the Contract, to pay those values directly to the personnel on behalf of the Supplier. These sums may be deducted from any value owed by ENEL to the Supplier, without this being considered as a conduct constituting labour subordination, since the payment will be made on behalf of the Supplier.

18.3. The Supplier must inform the ENEL manager, within 30 days following the date on which they became aware or should have been informed of the legal action, on seizures of all types and on executive demands and labour demands of workers who have been linked to the execution of the Contract, indicating the court, the reason for the claim or seizure and the amount.

18.4. The Supplier must deliver and exhibit to the ENEL manager when the latter so requests and during the term of the Contract, the information requested about its personnel, such as resumes, list of personnel linked to the purpose, a copy of the vouchers that accredit the payment of salaries, benefits, indemnities, paid breaks, liquidations, fees, compensations, contributions to the Comprehensive Social Security System in health, pensions, professional risks, Family Compensation Fund, ICBF (Colombian Family Welfare Institute) and SENA (National Apprenticeship Service) other than for those exceptions determined by law and labour law-related claims, those agreed between the parties and those indicated in the commercial bid or Contract. Therefore, ENEL may condition the payment of any of the bills to the presentation of receipts that accredit compliance with this obligation.

18.5. **Penalties for non-compliance with administrative, labour and personnel issues.**

18.5.1. The Supplier accepts the application of penalties and constraints for non-compliances in the execution of the purpose which, in any case, do not exempt them from fulfilling the guarantee in its entirety. The Supplier expressly waives the requirement required by Article 1595 of the Civil Code to be constituted in arrears for the value it has to acknowledge for penalties and constraints.

18.5.1.1. **Special penalties.**

TYPE OF PENALTY	AMOUNT
I	COP 560,000
II	COP 1,120,000

18.5.1.2. **Penalties for non-compliance with administrative and labour obligations.**

NON-COMPLIANCES	STANDARD PENALTY
Non-compliance with Labour Law-Related Obligations provided in the Contract and the law. It extends to non-compliances by the subcontractor.	II
Subcontracting not reported.	II
Not providing information on labour issues and/or background information requested by the Contracting Party within the established deadlines, which also authorises the suspension of payment of monthly billing.	II
Delay in the delivery of requested administrative information.	I
Submission of untruthful information.	II
Not assuming responsibility before claims from third parties that have their origin in damages caused by the Supplier in execution of the purpose of this Contract.	II



#### 18.5.2. Penalties for non-compliances in personnel matters.

NON-COMPLIANCE	STANDARD PENALTY
Lack of suitability.	II
Lack of probity.	II
Working with insufficient personnel.	I
Employment of personnel not authorised by the Contracting Party.	I
Not using a card, uniform and/or equipment.	I
Uniform and/or work equipment in poor condition, frayed or broken.	I
For each card lost or not returned within the established term.	I
Use of Work Items (card, equipment and/or uniform) for own benefit	II

### 19. FINANCIAL GUARANTEE.

#### 19.1. Method of guarantees.

##### 19.1.1. Guarantee for the faithful, complete and opportune fulfilment of the Contract of works, services and materials.

19.1.1.1. The Supplier shall constitute, at its own expense, and within ten (10) days following the signing of the Contract, guarantees in accordance with ENEL's Framework Insurance Agreement which shall be contained in policies aimed at covering the risks associated with the non-fulfilment of contractual obligations on its part, including any compensation or penalties that may be imputable to it and with the validity indicated in section 19.2 of this Annex. The coverage, insured value and validity requested will be related in the contractual document and will be in accordance with the level of risk involved in the operation to be developed. The presentation of Insurance Policies or Bank Guarantees issued by top-level financial entities shall be equivalent.

19.1.1.2. The policies constituted by the Supplier will have the validity determined in the guarantees section of the contractual document. However, for the protection of performance shall be established at least one term equal to the period of performance of the Contract and three (3) months more. In any case, all policies shall remain in force until the contractual relationship is settled.

19.1.1.3. In the event that the Supplier does not constitute or modify the guarantee defined in item 19.1.1, ENEL may withhold 10% of the value of the Contract, or the amount of the guarantee agreed upon by the Parties.

19.1.1.4. For materials and equipment, the quality guarantee must be that defined in the Contract or in its technical specifications or, failing that, in ENEL's General Contracting Terms and Conditions.

19.1.1.5. The Supplier agrees to notify the insurance institution backing its warranties in writing, and request confirmation of coverage, when any modifications should occur to the terms and conditions of the Contract and/or purchase order. The Supplier has ten (10) business days following the signing of the modification to the Contract to deliver the certificate of approval of the modification issued by the insurance institution.

#### 19.2. Return of guarantees:

The bank guarantee of compliance with the Contract shall be returned within ninety (90) days following the settlement of the Contract, in which the parties have declared themselves to be in good standing in all respects, upon written request by the Supplier.

### 20. INSURANCE.

20.1. If the Contract is carried out in the form of materials consigned by the Supplier at ENEL's facilities, the Supplier shall be obliged to take out, in addition to the insurances mentioned in the corresponding section of the General Part, insurance against theft and other damages that the material deposited may suffer, for the entire period of performance of the Contract

20.2 If, in ENEL's opinion, the insurance cover provided by the Supplier is not sufficient to cover the risk exposure, both of the delivery of materials or equipment and of the performance of the work or service covered by the Contract, the Supplier undertakes to revise and modify it as necessary and in accordance with the conditions of the insurance market.



## 21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

## 22. CONFIDENTIALITY.

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

In addition, the Supplier states that it is fully aware of and undertakes to comply with and communicate with each of its work teams, together with the laws, regulations and standards issued in this area, as well as the *Information Security Policy and Enel's Information Protection and Classification Policy*. In the event that the Supplier requires a copy of such policies, it may be requested through the Contract Manager.

## 23. PERSONAL DATA PROCESSING.

23.1. In compliance with Law 1581 of 2012, in the event that the Contract requires the Supplier to access personal data and the aforementioned data are processed and managed by the Supplier directly or on behalf of ENEL, the Supplier declares and guarantees:

- That the processing of the data shall be carried out in accordance with current legislation, as well as with the criteria, requirements and specifications established in the Contract or with the recommendations emanating from ENEL.
- That when personal data are obtained by any means, it undertakes to obtain the proper authorisation from the data subject and to adequately inform them about the use that will be given to the information. There must be support or proof of this authorisation.
- That the personal data to which it has access will not be applied or used for a purpose other than that which appears in the contract or to a processing different from that granted by the data subject.
- That it shall process the queries and claims filed by the data subjects of the personal data in the terms indicated in the current regulations.
- That it shall update, rectify or delete the data of the data subjects in a timely manner in the terms indicated in the current regulations.
- That it shall update the information of the data subjects reported by ENEL within the following five (5) business days counted from its receipt.
- That it shall adopt an internal manual of policies and procedures to guarantee adequate attention to the queries and complaints filed by the data subjects.
- That it shall refrain from circulating information that is being contested by the owner and whose blocking has been ordered by the competent authority in the matter.
- That it shall return to ENEL the personal data that has been subject to treatment, within a period no longer than fifteen (15) days from the date of termination of the Contract, which shall be certified by the legal representative of the Supplier.
- That it shall destroy any document, support or copy of personal data that has been subject to processing under the provisions of the Contract and that could not be returned. However, the destruction of the data shall not proceed when there is a legal provision that requires its conservation, in which case the Parties shall keep the aforementioned data duly protected, which shall be certified by the legal representative of the Supplier.
- That it shall not communicate, nor transfer to other natural or legal persons, the personal data provided to it by reason of the legal relationship and shall keep due confidentiality with respect to the processing that is authorised.
- That it shall adopt, in the processing of the data provided, the necessary technical and organisational measures required by the legal regulations that may be applicable in this regard, in such a way as to guarantee the security of the personal data and to ensure that their alteration, loss, processing or unauthorised access is avoided, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether they come from human action or from the physical or natural environment. The measures shall include, but are not limited to, hardware, software, recovery procedures, backup copies and data extracted from personal data in the form of on-screen or printed displays.
- That it undertakes to have authorisation for the handling, processing and circulation of the personal data of each of its employees and workers in order to verify compliance with labour law-related obligations, social security, prevention of occupational risks and others identified in the Contract.
- In the event that for the provision of the service it is necessary to carry out any international transfer of data, the Supplier undertakes to inform ENEL sufficiently in advance so that the latter can request the corresponding authorisations, without which the Supplier will not be able to make such transfers.



23.2. Without prejudice to the provisions of the foregoing sections, in the event that the Supplier should perform certain services through third parties, which in turn means that these third parties have to access the personal data affected by this section, the Supplier undertakes that a Contract should be signed previously with the third party under which the latter expressly assumes responsibility for the correct processing of the personal data that they access with the same provisions as those contained in this section, as well as compliance with all obligations derived from the data protection regulations.

23.3. The Supplier undertakes to hold ENEL harmless against any claim that may be filed, insofar as said claim is based on the non-compliance by the Supplier of the provisions of this section, or on the legal provisions that regulate the matter.

23.4. The Supplier is fully aware of and undertakes to comply with and communicate to each of its work teams, together with the laws, regulations and standards issued in this area, as well as *Enel's Personal Data Processing Policy*. In the event that the Supplier requires a copy of such policy, it may be requested through the Contract Manager.

23.5. The Supplier shall submit to ENEL the Certification of the Tax Inspector and/or the Legal Representative of the Supplier in which they state the fulfilment of the Database registration and that they have the authorisations of each holder for the processing of personal information.

#### **24. VENDOR RATING.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

#### **25. GLOBAL COMPACT.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions.

#### **26. COMPLIANCE WITH RULES ON CONTROL OF MONEY LAUNDERING AND FINANCING OF TERRORISM.**

26.1 During the term of the contractual relationship, the Supplier undertakes to carry out an adequate and transparent management of the origin and use of the goods and/or resources destined to the object of the Contract, based on the principles of honesty, efficiency, efficacy and legality, and to respect the legal and regulatory regulations in force in the national and international legal system in matters of anti-corruption, including Article 433 of the Criminal Code of Colombia, Law 1474 of 2011 and Law 1778 of 2016 and all those that replace or modify them. In the event of non-compliance with these obligations or the imposition of any civil or criminal penalties against the Supplier, ENEL may terminate the Contract, without the Supplier being entitled to any additional payment for damages or compensation. At the time of becoming aware of any situation of non-compliance or penalty as provided in this clause, ENEL is obliged to notify the Authorities.

26.2 The Supplier certifies that at the date of completion of this legal relationship it is not included in the OFAC (Clinton) list, nor is it involved in any criminal proceedings for money laundering or any of its predicate offences.

26.3 The Supplier certifies that it will execute the Contract in accordance with the applicable laws on the prevention of terrorism and with the regulations on money laundering, including Article 323 of the Criminal Code of Colombia, and other rules that regulate the matter. In the event of non-compliance with these obligations or the imposition of any civil or criminal penalties against the Supplier, ENEL may terminate the Contract, without the Supplier being entitled to any additional payment for damages or compensation. At the time of becoming aware of any situation of non-compliance or penalty as provided in this clause, ENEL is obliged to notify the applicable Authorities.

26.4. The Supplier shall guarantee the implementation of mechanisms that allow it to mitigate the risks of ML/FT and those inherent to its Counterparties that may negatively impact ENEL.

#### **27. CODE OF ETHICS REGULATIONS.**

##### **27.1. General considerations.**

The ENEL Group, in the management of its business activities and relations with third parties, complies with the provisions of the "ENEL Global Compliance Program and Criminal Risk Prevention Model". The Supplier, in the management of its business and relations with third parties, undertakes to comply with said principles or other equivalent ones.

These principles, as well as the rest of the Code of Ethics are available at the address [www.enel.com](http://www.enel.com).

##### **27.2. Conflict of interest.**

27.2.1. 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 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.).

27.2.2. The Supplier (if it is a legal person <sup>[1]</sup>), upon signing the Contract, declares:

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

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

27.2.3. 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.

### 27.3. Ethical Integrity Clause

- a) With the presentation of the quotation and/or the acceptance of the Contract, the Bidder/Supplier<sup>[2]</sup> declares that:
  - takes note of the commitments made by ENEL S.p.A. and by the Companies that it controls directly or indirectly (hereinafter "ENEL"), in the Code of Ethics, the Zero Tolerance Plan regarding Corruption (ZTC), the Human Rights Policy, in order to respect the equivalent principles in the conduct of its business and in the management of relationships with third parties;
  - <sup>[3]</sup> is not aware of the initiation of any criminal proceedings for tax crimes, crimes against public administration, crimes against property, crimes against individual freedom, public order, environmental crimes;
  - <sup>[4]</sup> to not be subject to any criminal investigations in relation to any act, issue, criminal or illegal conduct that could constitute tax-related crimes, crimes against the public administration, crimes against assets, crimes against the individual liberty, public order, environmental crimes;
  - they take note and authorise that - for the purposes of evaluating the professional conduct of the declarant and of the Company involved, in accordance with the second and third sections mentioned above - ENEL shall also acquire more information autonomously, in order to evaluate the truthfulness of the statements made, in consideration of the necessary existence of fiduciary obligations with the Company involved.
- b) The Bidder/Supplier undertakes to inform immediately and provide all pertinent documentation to ENEL:
  - 1) In the event of being aware of the initiation of the criminal proceedings referred to in the second section of the foregoing letter a);
  - 2) In the event of the initiation of a criminal investigation referred to in the third section of the foregoing letter a).

ENEL reserves the right to analyse the aforementioned information at its sole discretion, to evaluate the professional conduct of the Bidder/Supplier and the Company involved.

### 27.4. Compliance with Anti-Corruption and Crime and Fraud Prevention regulations.

27.4.1. In addition to the anti-corruption rules and principles, the Supplier shall initiate appropriate legal actions against punishable conduct in which it constitutes itself as a victim or legitimate complainant, refraining from initiating legal actions in the name or on behalf of ENEL.

<sup>1</sup> Public bodies, companies listed on the stock exchange, banking institutions and companies controlled by them are not bound by this declaration.

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

<sup>3</sup> For him/herself and for the people indicated in point 3

<sup>4</sup> For him/herself and for the people indicated in point 3



27.4.2 The Supplier shall also coordinate and adopt with the competent entities or authorities the necessary security measures to guarantee the security of its personnel, facilities and other assets under its charge and shall ensure the registration of technical or commercial operations in the platforms or systems defined by ENEL, for the prevention of crime and fraud.

## **28. APPLICABLE LAW.**

28.1. The Contract and all matters that may arise between the Parties in relation or connection with it shall be governed exclusively by Colombian Law, to which the Supplier and ENEL expressly submit.

28.2. If there are any differences of opinion between the parties regarding the interpretation of the Contract and they are not resolved in a stage of direct settlement between the Supplier and ENEL within thirty (30) days following the date on which one of the parties communicates the difference of opinion in writing to the other, resulting in a dispute, discrepancy or disagreement between them, resulting from the interpretation and/or application of the Contract, execution of the work, provision of the service or delivery of materials or equipment agreed in the Contract, or of benefits or stipulations that are directly or indirectly related to it, shall be settled through Colombian ordinary jurisdiction.

## **29. CREATION OF SHARED VALUE.**

The Supplier undertakes to align its actions by promoting a good relationship with the community in the area of influence, through policies of inclusion of the local territory in the business model, through the following mechanisms:

- Develop a relationship plan with stakeholders, in order to create and maintain harmonious relationships with stakeholders, from a long-term perspective, through policies of inclusion of the local territory within the business model.
- To generate local development in a sustainable economic logic, promoting local job opportunities and involving the contracting of local suppliers, goods and services.
- Identify, according to a circular economy model, the possibility of creating shared value with local communities, reusing construction site material and waste from the operation.
- Identify opportunities for the creation of shared value, based on the monitoring of the impacts and risks identified in the operation.
- As required under the Contract, develop a project to create shared value with stakeholders, according to the instructions given by ENEL and after consultation with the communities.

## **30. MANAGEMENT OF INCIDENTS AND CRITICAL EVENTS.**

The Supplier is fully aware of and undertakes to comply with and socialise with each of its work teams, together with the laws, regulations and standards issued in this area, especially ENEL's "*Critical Events Management Policy*". In the event that the Supplier requires a copy of such policy, it may be requested through the Contract Manager.