

This "ANNEX IV SPAIN" is applicable to contracts in relation to purchase of goods, supplies, services or works that are governed by Spanish law and entered into by and between any of the companies that form part of ENEL Group and the Contractor.

SUMMARY

1.	SCOPE	2
2.	DEFINITIONS	2
3.	LANGUAGE	2
4.	EXECUTION	2
5.	INTERPRETATION AND HIERARCHY	2
6.	COMMUNICATIONS	2
7.	ECONOMIC CONDITIONS	2
8.	TAX	4
9.	PERFORMANCE	4
10.	SUBCONTRACTING	7
11.	ASSIGNMENT	8
12.	THE CONTRACTOR'S OBLIGATIONS	8
13.	THE CONTRACTOR'S RESPONSABILITIES	8
14.	WARRANTY PERIOD	8
15.	PENALTIES	8
16.	SUSPENSION, WITHDRAWAL AND TERMINATION	9
17.	FORCE MAJEURE	9
18.	LABOUR LAW AND HEALTH AND SAFETY AT WORK OBLIGATIONS	9
19.	ECONOMIC GUARANTEE	16
20.	INSURANCE	16
21.	INDUSTRIAL AND INTELLECTUAL PROPERTY	17
22.	CONFIDENTIALITY	17
23.	PROCESSING OF PERSONAL DATA	17
24.	VENDOR RATING	19
25.	GLOBAL COMPACT	19
26.	ETHICAL CONDUCT STANDARDS	19
27.	GOVERNING LAW	20
28.	JURISDICTION AND DISPUTE RESOLUTION	21

1. SCOPE.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

2. DEFINITIONS.

- Dispatch Authorisation:** A document issued by ENEL that entitles the Contractor to proceed to total or partial dispatch of the equipment or material covered by the Agreement.
- Dispatch Note:** A document issued by the Contractor once all the agreed procedures have been complied with, whereby ENEL is notified that total or partial dispatch of the equipment or material covered by the Agreement has been effected.
- Agreed quality:** An agreement between ENEL and the Contractor according to which the latter Warrantys the quality standards previously established by both Parties.
- Letter of intent:** An arrangement that provides previous and general undertakings that may or may not come into effect by way of a Contract. The aim of which is to facilitate the start of the Contract performance by the Contractor once the Parties have agreed on the main duties, and to avoid making all contractual performances conditional upon negotiating matters of detail pending. Issuance of this document implies submission of the Parties to these General Contract Terms.
- Quality control plan:** A document issued by the Contractor specifying the associated processes, procedures and resources that are applicable in order to comply with the Contract requirements.
- Inspection point programme:** A document issued by the Contractor and endorsed by ENEL providing the different inspections, tests, trials or reviews to be performed in order to comply with the Contract requirements.
- Receipt at origin:** A proceeding whereby the mandatory tests and trials for the receipt of the material are performed in presence of ENEL technicians or the person or entity authorised by ENEL, and within the Contractor premises, those of its subcontractor or any other entity agreed by the Parties.
- Receipt by protocol:** Is the review of the mandatory trial protocols previously performed by the Contractor, through which ENEL technicians or the person or entity authorised by ENEL approve the dispatch of the relevant material, or on the contrary decide the verification of results of such protocols by receipt at origin.
- Quality assurance system:** A system that determines the requirements that the Contractor has to comply with in order to implement the contract purpose efficiently and correctly.

3. LANGUAGE.

The Spanish drafted version of this Annex IV Spain is deemed authentic.

4. FORMALISATION.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

5. INTERPRETATION AND HIERARCHY

5.1. All the matters covered in this Annex will be governed in first place by the terms contained in the sections thereof, and additionally by the provisions contained in the General Part of these General Contract Terms and Conditions.

5.2. The provisions of the preceding paragraph exclude those matters expressly provided in Annex as being governed directly by the terms set out in the General Part of these General Contract Terms and Conditions.

6. COMMUNICATIONS.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

7. ECONOMIC CONDITIONS.

7.1 Consideration.

7.1.1 As a minimum the total Contract Price includes the aggregate valuation of the following:

- Direct and indirect labour.

- Machinery and staff associated to use of the same.
- Machinery depreciation.
- Consumables and permanent equipment.
- Contribution and use of all the tools related to the Contractor's speciality.
- Necessary equipment for the protection, security and the correct execution of the works, as well as the costs and resources needed to comply with its duties in relation to control, training and information of occupational risks.
- Construction, provision, maintenance, dismantling or demolition of all the temporary facilities and auxiliary buildings the Contractor may require for offices, warehouses, workshops, changing rooms, sanitary facilities, surveillance, etc., and those in compliance with occupational risks prevention regulations.
- Transport to and from the work place, of staff, equipment and any other resources.
- Service and supplies installation and authorisation.
- Maintenance costs.
- General costs and industrial profit.
- Travel and subsistence allowance of Contractor's staff and that of all of its agents, representatives, employees, self-employed workers and subcontractors.
- Taxes, duties and charges that legally apply to the Contractor as the taxable entity, unless recoverable by ENEL.
- Costs borne by the Contractor incurred by programming, examinations and trials, equipment control, execution control, trials, receipts and other analysis.
- Full performance of the Contract purpose according to the Technical Specifications and other contractual documents.
- Costs involved in the execution and maintenance of the economic guarantee, insurances and other guarantees, where applicable.

7.1.2 Prices shall be broken down specifying the amounts of the services on one side and that of materials on the other, as well as the relevant taxes applicable according to the legislation in force.

7.1.3 The Contractor shall bear any additional expenses for freight and cost and other charges resulting from breach of the delivery and shipping terms provided in the Contract and these General Contract Terms and Conditions.

7.1.4 ENEL shall not pay any materials, equipment or works that are not included in the Contract if delivery or performance of the same has not previously been offered by the Contractor in writing, expressly identifying its price. In addition, the former must have been accepted in writing also, by a duly authorised representative from ENEL.

7.1.5 The Contractor bears all extensions, amendments and reductions to the scope of the Contract, agreed prices, provided that as a whole they do not represent an increase or decrease that exceeds 20% of the Contract value. The new date of delivery, where applicable, shall be agreed between the Parties based on a reasonable proposal by the Contractor.

7.1.6 In the event that the extensions, amendments and reductions proposed by ENEL -prompted by justified reason- represent, as a whole, an increase or decrease that exceeds 20% of the Contract value, the Contractor may accept or reject these, but in the latter case, ENEL would be entitled to terminate the Contract.

7.1.7 In the event that an extended scope is required which was not initially covered in the price Schedule of the Contract, the Price corresponding to such coverage shall be established by ENEL and the Contractor, following a duly justified proposal by the latter. This shall be based on the cost breakdown of other similar units which do have a fixed unit price.

7.1.8 The negotiation of the price of the extended scope shall be separate from the implementation of such scope, the Contractor will have the duty to execute this immediately following receipt of such request from ENEL.

7.1.9 Upon prior and express request by ENEL, the Contractor shall include unit price scales in its offer, where required by ENEL during the execution of the Contract, the performance by the Contractor of the additional work, service or supply units, not previously covered within the scope of the Contract (administrative prices). Such prices, once agreed upon by the Parties and incorporated to the Contract, shall include the same concepts as those defined in clause 7.1.1. and shall be applicable in the event that it is not possible to fix a price for the extended scope or where ENEL deems appropriate.

7.2 Price change.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

7.3 Invoicing.

7.3.1 It is necessary to separate the following concepts within the same invoice:

- a) Potential scope covered with prices according to provisions of section 7.1.9 as a complement to what was initially established in the Contract.
- b) Increases according to the application of price review formulas provided in the Contract. In this case it shall be necessary to provide supporting documentation of the index value applied and details regarding the application of the relevant review formula.

7.3.2. Should the invoice be lost, the Contractor may issue a duplicate provided that this is original and it states "Duplicate based on loss of the original".

7.3.3. The date of the invoice may not be prior to that of the services provided or the receipt of the material or equipment, or to that provided in the Contract.

7.3.4. All the invoices and, where applicable, their supporting documentation, unless otherwise specified in the Contract, must be sent to one of the following addresses according to the format of the invoice:

- **PAPER INVOICE VÍA ORDINARY MAIL:**
ENDESA
 Centro de Servicios Administrativos Iberia
 Ribera del Loira, 60
 28042 MADRID – ESPAÑA
- **PDF. INVOICE. , NON-CHAGEABLE VÍA EMAIL:**
Centro.escaneo.asimadrid@enel.com

7.3.5. The invoices received must include the purchase order number to allow its processing by *Centro de Servicios Administrativos Iberia*.

7.4. Payment terms.

7.4.1. Subject to prior review and approval by ENEL as regards compliance by the Contractor with all the contractual terms, invoices received shall be paid within the deadline provided in the Contract in accordance with the legislation in force.

7.4.2 The Parties agree that in the event of delay in payment by ENEL for reasons solely attributable to ENEL and upon written request, it shall pay the Contractor, an additional amount as penalty interest of three per cent (3%) of the amount due.

7.4.3 All payments carried out prior to Provisional acceptance or delivery, in accordance with the Contract provisions, shall be considered payments on account of the final price.

7.4.4 Except where authorised by ENEL, payments shall be made to the Contractor by bank wire transfer.

8. TAX.

8.1. The prices fixed in the Contract are inclusive of taxes, duties and charges, unless recoverable by ENEL. The taxes, duties and charges resulting from the contract that are applicable in any of the jurisdictions where the Contractor and ENEL have their tax residencies shall be paid, withheld or discounted from the price by each one according to the law applicable.

8.2. The Parties mutually undertake to fulfil all requirements and procedures and to deliver all documents necessary for the proper payment of taxes and invoices, including withholdings and similar duties that may be due according to and in compliance with the legislation in force. Similarly, the Parties undertake to cooperate in order to obtain exemptions or other tax benefits applicable to the Contract purpose. If, due to a lack of diligence or any other cause attributable to the Contractor, ENEL loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to profit from the agreed price, provided this is proven by any means admissible by law.

8.3. Should a double taxation treaty between the Contractor's Country of residence and that of ENEL be in force in relation to the avoidance of double taxation, and should the Contractor seek application of any of its provisions, then the latter must provide ENEL with the relevant certificate of its tax residency for the purposes of verifying tax residency and thus enabling application of the referred treaty. And in this regard, the classification of the nature of the income granted by the state of ENEL's tax residency shall be taken in account. The referred certificate must be provided alongside the first invoice issued and/or as soon as requested by ENEL. Should this certificate expire while the Contract is still in force, then the Contractor must issue ENEL a new certificate in order for the treaty to be applicable.

9. PERFORMANCE.

9.1. Introduction.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

9.2. Inspections, tests and trials.

9.2.1. ENEL may carry out inspections of the materials and equipment covered by the Contract at any stage of their manufacture, and in relation to execution of the works or services contracted, including the materials that the Contractor uses to implement these. Such inspection may be performed through its own staff or through the persons or entities appointed for such purpose, both in the Contractor's works, offices, factories, workshops or warehouses as well as those of its subcontractors. To this effect, ENEL inspectors shall have free Access to the aforementioned premises and the Contractor must provide Access where needed.

9.2.2. Without prejudice to the foregoing, where provided in the Contracts, the tests and trials shall be carried out in accordance with the Inspection Points Program drafted by the Contractor and approved by ENEL.

9.3. Quality Control.

9.3.1. Quality Control comprises the set of actions, activities and techniques necessary to furnish ENEL with the necessary reliance that the material, equipment, work or service covered by the Contract shall reasonably comply with the standards required by ENEL and, as the case may be, with the relevant regulations and technical standards.

9.3.2. The Contractor shall be solely liable for Quality Control, regardless of the controls and tests performed or required by ENEL through its own means or those of a third party, which, if carried out, shall not alter the responsibility that exclusively rests on the Contractor.

9.3.3. Before starting the manufacturing process, or beginning the works or service contracted, the Contractor shall, upon request by ENEL for approval, issue a Quality Control Plan (as per ISO 10.005 or similar) that will include the Inspection Points Program, as well as a list of applicable operations and proceedings. Once the referred Quality Control Plan has been issued, ENEL may raise objections to the same within fifteen (15) calendar days, provided this is based on justified grounds, and the Contractor undertakes to modify this with due diligence, making the necessary corrections according to the objections raised by ENEL.

9.3.4. During the performance of the Contract, the Contractor shall ensure strict observance with the provisions contained in the Quality Assurance System and the Quality Control Plan endorsed by ENEL. ENEL reserves the right to perform any audit that may be required to verify the referred compliance. Upon end of Contract performance, the Contractor shall provide ENEL with a final Quality Control report for approval, a Quality Control report that must be in accordance with the provisions of the Contract and Quality Control Plan endorsed.

9.3.5. In the event that there is intention to discontinue products, ENEL may request the Contractor to deposit the technical documentation necessary for the manufacture of the materials and equipment covered in the Contract before a Notary Public, making this available to ENEL.

9.3.6. Fulfilment of the aforementioned Quality Control terms does not, under any circumstance, release the Contractor from any liability for incorrect contract performance.

9.4. Terms of Delivery and receipt.

9.4.1. General points.

In the event that the Contract fails to provide a specific expiry date and only establishes a term for execution, this shall begin on the day following the Contract date, or the date the letter of Intent was issued, where applicable.

9.4.2. Materials and/or equipment.

9.4.2.1. Alongside each delivery the Contractor must provide all the final technical documentation and the trial protocols established in the Specifications, within the main body of the Contract and the rest of its Annexes and, where applicable, the relevant technical standards.

9.4.2.2. In addition, if requested by ENEL, the Contractor must certify that the design, the raw materials, and type of components used during contract performance are identical to those that gave way to approval.

9.4.2.3. To carry out delivery, the Contractor shall issue ENEL, with reasonable notice, for the attention of the contact person provided in the Contract, the Dispatch note containing at least the following:

- Reference number of the Contract.
- Number of packages sent, providing the content of the same.
- Express indication, in the event that it is the last delivery.
- Details of the transport means used and the company performing this with information and the telephone number of the contact person of that company.
- Date and place of the date that the equipment and materials are made available to ENEL.

9.4.2.4. The Contractor shall immediately notify ENEL of any circumstance affecting the delivery terms agreed upon and /or previously notified.

9.4.2.5. As regards materials or equipment subject to Quality Control, and unless otherwise agreed, the Contractor shall not proceed to dispatch of the same until it has the Authorisation to dispatch following the Receipt by protocol or Receipt at origin issued by ENEL. Exceptions include the supplies that are included in a concerted quality regime. If the Contractor proceeds to dispatch without complying with the referred requirements, all costs arising from the same shall be borne by the Contractor.

9.4.2.6. Unless otherwise provided in the Contract, the delivery of materials and equipment shall be carried out in accordance with mode DDP (ICC Incoterms 2010) at the destination point established in the Contract. The terms shall be interpreted according to the Incoterm as regards delivery, ownership, insurance, etc., unless it opposes the relevant provisions in the Contract.

9.4.2.7. Without prejudice to the delivery date provided in the Contract being considered duly fulfilled by the Contractor, ENEL reserves the right to delay any dispatch or expedition of materials or equipment. The price agreed in the Contract includes storage costs and insurance on the part of the Contractor, in compliance with uses of sound market practice, during the month that follows the delivery date provided in the Contract. If the delay in dispatch or expedition were to be extended for a longer period, in excess to the referred month, then the Parties shall mutually agree on the relevant compensations due, where appropriate, based on additional storage and insurance costs.

9.4.2.8. Where the materials or equipment do not require tests or trials and final recognition, then the effective delivery of the materials and equipment by the Contractor, with ENEL's approval and according to the Contract provisions, entails the transfer of ownership to ENEL as well as the risks associated to entitlement and possession, including the risks of loss and damage, and the start of the Warranty Period. This is without prejudice to the liability that still remains on the Contractor based on eviction, hidden defects or any other liability that may be allocated according to the law applicable.

9.4.2.9. Subsequently, the expiry of the Warranty Period, with ENEL's approval and in accordance with the Contract provisions, entails final acceptance by ENEL of the materials and equipment purchased. Again, this is without prejudice to the liability that still remains on the Contractor based on eviction, hidden defects or any other liability that may be allocated according to the law applicable.

9.4.2.10. In the event that tests or trials and final reviews are required, and once received by ENEL, provided that all terms or activities established in these General Contract Terms and Conditions have been fulfilled, Provisional Receipt and subsequently Final Receipt shall be carried out according to the terms provided in section 9.4.3 below with the difference that the terms contemplated in sections 9.4.3.1.1 and 9.4.3.2.1 shall be reduced to eight (8) calendar days.

9.4.2.11. In the event that the materials and equipment require assembly in an installation in order to verify their fitness and operation, their Provisional or Final Receipt will be considered to have been performed together with the Provisional or Final Receipt of the installation.

9.4.3. Works and/or services.

9.4.3.1. Provisional Receipt.

9.4.3.1.1. The Contractor shall notify ENEL well in advance of the date on which the execution of the work or that of the service covered by the Contract will be fully completed, in order to determine by mutual agreement the date (day and hour) on which the Provisional Receipt is to take place, this date cannot be later than thirty (30) calendar days following the end of the execution of the work or service.

9.4.3.1.2. On the date established for the Provisional Receipt, a representative from ENEL shall, in the presence of a representative from the Contractor, examine the status of the work or service contracted, and verify that the law applicable, technical regulations and duties provided under the Contract have been complied with.

9.4.3.1.3. The Provisional Receipt shall be performed once the specific tests have been carried out to ENEL's satisfaction and once correct execution of the work or service covered by the Contract has been carried out. In such case, ENEL shall draft a Provisional Receipt Certificate that must be signed by both Parties. Endorsement of this Document entails delivery and making the works and services contracted available to ENEL and the transfer of ownership to ENEL as well as the risks associated to entitlement and possession, including the risks of loss and damage, and the start of the Warranty Period. This is without prejudice to the liability that still remains on the Contractor based on eviction, hidden defects or any other liability that may be allocated according to the law applicable.

9.4.3.1.4. In the event that upon review ENEL considers the work or service contracted as unsatisfactory, or if the relevant tests have not been passed, then ENEL may draft a Certificate of Recognition of the works or services, noting the defects detected and the maximum term the Contractor has to remedy these at its own exclusive cost. Should the latter wish to express its discrepancy as regards any technical or financial aspect it may record this in the Certificate itself.

9.4.3.1.5. At the end of the fixed term the relevant examination and tests shall be carried out. In the event that ENEL finds these satisfactory then the Provisional Receipt Certificate shall be endorsed. Failing which, a new Certificate of Recognition shall be drafted providing the defects detected and ENEL may decide either to terminate the Contract for breach of Contract by the Contractor or grant the latter a new deadline to remedy the defects at its own exclusive cost, in both cases this is without prejudice to ENEL's right to claim damages.

9.4.3.1.6. The extraordinary deadlines provided by ENEL to the Contractor in order to remedy deficiencies detected when performing the Provisional Receipt, do not constitute a prolongation or an extension of the contractual terms, and consequently the Contractor shall be liable for penalties or damages incurred for such motive.

9.4.3.2. Final Receipt.

9.4.3.2.1. The Contractor shall notify ENEL well in advance of the expiry date of the Warranty Period, in order to determine by mutual agreement the date (day and hour) on which the Final Receipt is to take place, this date cannot be later than thirty (30) calendar days following the receipt of the referred notification by ENEL, nor can this be prior to the expiry date of the Warranty Period.

9.4.3.2.2. On the day set for the Final Receipt, ENEL's representative shall, in the presence of the Contractor's representative examine the status of the work or service contracted and verify that the law applicable, technical regulations and duties provided under the Contract have been complied with.

9.4.3.2.3. ENEL shall express its approval by endorsing the relevant Final Receipt Certificate which must be signed by both Parties. This document must reflect compliance of all Contractor's duties. Endorsement of this Certificate entails the final acceptance of the works or services by ENEL, without prejudice to the liability that still remains on the Contractor based on eviction, hidden defects or any other liability that may be allocated according to the law applicable.

9.4.3.2.4. In the event that ENEL observes minor defects, it shall also endorse the Final Receipt Certificate, pointing out such defects in the same, the maximum deadline within which these must be corrected by the Contractor at its own exclusive cost, and the economic guarantee conditions to ensure effectiveness of the remedy and the deadline the Contractor has to perform this. Should the latter wish to express its discrepancy as regards any technical or financial aspect it may record this reasonably on the Certificate itself.

9.4.3.2.5. Once the deadline has lapsed without defects being remedied, ENEL may terminate the Contract for breach of Contract by the Contractor or grant the latter a new deadline to remedy the defects at its own exclusive cost, in both cases this is without prejudice to ENEL's right to claim damages.

9.4.3.2.6. In the event that the Contractor, despite having been summoned, fails to attend the Final Receipt, then the Report drafted by ENEL shall have the same effect as if it had been endorsed by the Contractor also.

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

The Contractor shall be liable for defects whether hidden or not, breakdowns or defects that arise or are verified during the execution of the Contract or during the Warranty Period, up until the end of the term provided by the legislation in force, aside from any legal liabilities or of another kind that may result. In the event of serial defects the Contractor must replace or perform again what may be required, without having to wait for the defect to become apparent in all services or supplies.

10. **SUBCONTRACTING.**

10.1. The Contractor may not subcontract the Contract performance in full or in part without prior express authorisation from ENEL.

10.2. In no event may a contractual relationship between the Contractor's subcontractors and ENEL be inferred, the Contractor shall be liable at all times for all the activities of said subcontractors and as regards fulfilment of their contractual, legal and tax duties; as well as for the damages caused to ENEL by any of its subcontractors, their agents, advisers and employees.

10.3. ENEL shall not be liable before any subcontractor, nor staff member of the latter for any claim resulting directly or indirectly from the Contract, except as provided for in art. 42.3 of the Act on Labour Infringements and Penalties in relation to art. 24.3 of the Occupational Risks Prevention Act, by virtue of which the Contractor undertakes vis-à-vis ENEL to do its utmost to stop such claims from developing and/ or being processed.

10.4. To that effect, the Contractor must obtain from the subcontractor and issue ENEL an express written waiver from the subcontractor to the latter's right to exercise direct action provided by virtue of article 1.597 of the Spanish Civil Code. Failure by the Contractor to obtain and present this to ENEL will entitle ENEL to terminate the Contract for breach, notwithstanding any other legal action it may be entitled to.

10.5. Consequently, the Contractor shall be liable to ENEL and will hold ENEL harmless from any judicial, extra-judicial action or proceeding filed against ENEL by any subcontractor, or by its staff except as provided in article 42.3 of the Act on Labour Infringements and Penalties in relation to article 24.3 of the Occupational Risks Prevention Act. Such indemnity must be understood as separate and without prejudice of application on the part of the Administration or the Courts of other sanctions or liabilities based on the same events, in accordance with the legislation in force.

10.6. The referred indemnity will reach both the amount owed by ENEL, as well as expenses and costs of any nature incurred by ENEL as a result of such claim. Namely, in the event of any judicial, extra-judicial action or proceeding filed against ENEL whether this is filed in accordance with article 1.597 of the Spanish Civil Code, or arising from the Contractor's employees or subcontractors, agents or advisers, ENEL shall be entitled to retain the relevant sum, that shall be added to any of the amounts payable by ENEL or charged to the economic guarantees issued by the Contractor held by ENEL, with the aim of covering the main amount claimed, plus any amounts reasonably budgeted for interest, costs and expenses. Failure to do so by the Contractor under this section shall be considered a serious breach, and shall entitle ENEL to terminate the Contract based on breach by the Contractor, without prejudice to any other legal action that ENEL may be entitled to bring.

10.7. The Contractor undertakes to previously obtain express written acceptance from the subcontractor in relation to the duties that arise from the contractual, judicial, labour, confidentiality and security terms from the Contractor towards ENEL. In this regard, it is necessary to issue the relevant supporting documentation of this to ENEL.

10.8. ENEL may at any moment inspect and supervise the works or manufacture performed by the subcontractor and verify that it is meeting its obligations. The subcontractor is obliged to provide ENEL all cooperation that may be required (documentation, reports, free access to its factories, workshops or premises, etc.).

10.9. ENEL reserves its right to reject, on reasonable grounds, those subcontractors which during performance of the works it considers inappropriate to maintain.

10.10. The requirements and limitations of the subcontracting levels shall be governed by the provisions of the Contract and the Spanish legislation.

11. ASSIGNMENT.

11.1. Assignment of receivable and payables.

11.1.1. ENEL may, with the sole condition of notifying this to the Contractor, assign its receivable rights and payment obligations under the Contract in favour of any company part of ENEL Group.

11.1.2. The Contractor may not assign receivable rights and payment obligations under the Contract in favour of any natural or legal person, without prior express authorisation from ENEL.

11.2. Contract Assignment.

11.2.1. ENEL may, with the sole condition of notifying this to the Contractor, assign its rights and duties under the Contract in favour of any company part of ENEL Group. In the event that assignment by ENEL is performed in favour of any other natural or legal person different to those provided in the preceding paragraph, ENEL must obtain prior express authorisation from the Contractor.

11.2.2. The Contractor may not, assign its rights and duties under the Contract in favour of any natural or legal person, without prior express authorisation from ENEL. Such authorisation request to ENEL shall include express acceptance from the proposed assignee of the duties it is to acquire before ENEL in relation to the contractual terms (legal, labour, confidentiality, security-related etc.), where it is indispensable to provide ENEL with the relevant supporting documentation.

12. THE CONTRACTOR'S OBLIGATIONS.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

13. THE CONTRACTOR'S RESPONSABILITIES.

The Contractor is liable for immediate payment of all the costs borne by ENEL (including lawyer fees and court agent fees, provisions of funds for both, certificates, authorisations, charges, expenses, guarantees or surety insurance or legal deposits to lodge challenges or that may otherwise be required or necessary in any way, etc.) by reason of its legal defence before administrative acts, out of court or pre-judicial claims and judicial claims of any sort and division addressed to ENEL, including actions brought by the Contractor's staff or its subcontractors or assignees against ENEL, as well as employees, subcontractors and self-employed workers from the same, third party claims or from any other that may be considered as directly or indirectly arising from the Contractor's performance of the Contract. The duty to pay representation and defence costs undertaken by the Contractor is not conditional upon ENEL's choice of professional nor does it entail prior submission by the Contractor to the mechanisms and defence means that ENEL may consider appropriate for its own interest.

14. WARRANTY PERIOD.

14.1. The Warranty Period for the materials and equipment as well as the works or services contracted covers the term specified in the Contract and, failing this, it shall be one (1) year from the Provisional Receipt Certificate. If the Certificate is not signed, that one year shall be calculated from when ENEL accepts the delivery of the material or, failing this, from when the completion of the works or service arranged is notified to ENEL and the documentation is delivered by the Contractor to ENEL so that the administrative authorisation can be processed to put the works into operation, where applicable.

14.2. If, upon expiry of the Warranty Period, six (6) months have not elapsed at least since the entry into service of ENEL's main installation that is used for or which covers the Contract purpose, the Warranty Period shall be automatically extended until those six (6) months have elapsed, unless the materials or equipment provided by the Contractor have been repaired or replaced, in which case they shall be guaranteed for the same period as the initial Warranty Period. This shall not imply higher costs for ENEL in any case.

14.3. Once the Warranty Period has elapsed and the Final Reception has been made, ENEL can, directly or through third parties, and for its sole benefit, freely modify or alter the materials and equipment covered by the Contract or the construction work carried out or the installations assembled, even if they are subject to licences, patents or other forms of industrial property in favour of the Contractor, maintaining their pertinent confidentiality in any case.

15. PENALTIES.

15.1. Without prejudice to that established in the General Part of these General Contract Terms and Conditions regarding the Contract Termination for reasons attributable to the Contractor, the Contractor's failure to meet the delivery dates and performance deadlines, both partial and final, and any other breaches expressly envisaged in the Contract or in these General Contract Terms and Conditions shall enable ENEL to apply a penalty which shall not be of an indemnity nature in any case, hence it will not be the only remedy available to ENEL for compensating the damages caused by the Contractor's breach which generated the penalty.

15.2. If no other penalty is established in the Contract, the penalty for delay shall be 1.5% of the Contract's total price per calendar week delay in the first four (4) weeks and 4% of the Contract's total price per calendar week delay as of the fifth week.

15.3. If ENEL is partially or fully deprived, during the Warranty Period, of the availability or use of materials or equipment or of the completed works or assembled installations due to a defect, imperfection or breakdown that has occurred to them or which has been noticed on the same and are not attributable to ENEL, or because of deficiencies in the performance or in the work carried out to remedy said defects, the Contractor shall be sanctioned with the penalty established for such purpose in the Contract and, if this has not been established, with 0.1% of the Contract's total price per calendar day of non-availability or non-use.

15.4. The sum of the penalties cannot exceed 15% of the Contract's total price. Should that limit be exceeded, ENEL shall apply the penalty and be entitled to either terminate the Contract or continue demanding the Contractor's compliance; in both cases, with the corresponding indemnity for damages in accordance with the law applicable.

15.5. Collection the penalties shall not deprive ENEL of the power to additionally pass on to the Contractor the amount for all the damages, expenses and extra costs which it must bear and/or pay to third parties directly as a result of the Contractor's delay or non-compliance.

15.6. Application of the penalties envisaged shall not exonerate the Contractor from duly complying with the entire Contract. Consequently, the Contractor is obliged to remove the technical deficiencies that were noticed, pay the relevant penalties, bear the costs to make up for the missed deadlines, and replace the materials or equipment or redo or repeat, where applicable, the works or services addressed by the Contract, at ENEL'S request.

15.7. The procedure for collecting any penalties arising from the Contract shall be carried as provided in this section:

- a. ENEL shall notify the Contractor in a reasoned document of the penalty that the latter must pay, detailing the amount. The Contractor shall have no more than fifteen (15) calendar days from the notification date to provide relevant allegations regarding its release in writing.
- b. If ENEL has not accepted the Contractor's arguments once that period has elapsed, the Contractor is obliged to deduct the penalty amount from its next invoice to ENEL. If that deduction is not made in due time and form, ENEL shall enforce the corresponding amount from the economic guarantees created or collect it through any other means provided under the Contract, in the laws or in these General Terms and Conditions, the foregoing is without prejudice to any indemnity for damages in favour of ENEL.
- c. If the economic guarantee is enforced by ENEL, the Contractor shall be obliged to restore it for the same amount standing before the enforcement, in accordance with the provisions of section 19.
- d. Until such amount is restored, ENEL shall suspend the refund of the remainder between the total amount of the economic guarantee enforced and the penalty amount applied.
- e. If the economic guarantee amount is not sufficient to cover the penalty amount, ENEL shall compensate the payments pending to the Contractor which are necessary to cover the total amount of the penalties, all of this without prejudice to the Contractor restoring the guarantee, in accordance with that stated above.

16. SUSPENSION, WITHDRAWAL AND TERMINATION.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

17. FORCE MAJEURE.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

18. LABOUR LAW AND HEALTH AND SAFETY AT WORK OBLIGATIONS.

18.1. General issues.

18.1.1. The Contractor undertakes to duly and fully comply with legal or treaty labour law regulations and those regarding security and safety at work that may be relevant according to the Contract and the law applicable. Compliance with this duty by the Contractor is considered essential in order to ensure full performance of the contract, hence breach would constitute a just cause of Contract termination upon request by ENEL, without prejudice to any damages that may owed to ENEL where applicable.

18.1.2. Since ENEL may be legally liable, either directly, joint and severally or subsidiarily (included vicarious liability), for specific legal infringements by the Contractor:

- 1) ENEL shall verify and check compliance by the Contractor of its legal obligations in this domain.
- 2) The Contractor undertakes to make available to ENEL, in the form and frequency determined by the latter, all the information and documentation that certifies fulfilment of legal obligations.

18.1.3. The referred information and documentation shall be provided in the form and through the means, tangible or electronic determined by ENEL at any time, giving priority to its delivery by telematics means. ENEL shall endeavour to make the most efficient means

available to the Contractor so it may comply with such obligations whether this be through its own systems or resources or those of others. ENEL reserves its right to entrust third companies with the verification and accreditation of compliance of the Contractor's legal and labour or prevention of occupational risks related documentary duties as well as those that are ancillary to the former. The Contractor shall be duly informed of this in detail; and should there be changes, this will be done in advance so that they may proceed to fulfil these.

18.1.4. Should ENEL consider that the Contractor has failed to provide the documentation at the time established by ENEL, may prevent performance of the Contract either entirely or in part, both within ENEL's premises as well as in those of its clients. Should this be the case then ENEL may terminate the Contract and/or claim damages from the Contractor.

18.1.5. ENEL reserves its right to perform, through its own means or others, audits to verify compliance by the Contractor of the labour obligations and those regarding health and safety at work of which ENEL could be liable either directly, joint and severally or subsidiarily (included vicarious liability), where there is breach by the Contractor. Such audits could be carried out either within ENEL's premises or those of the Contractor itself, and performance of the same shall be communicated to the Contractor at least seventy-two (72) hours in advance. ENEL may also carry out such inspections *in situ*, at the place where the contracted activities are performed, to examine Contractor's compliance of its health and safety at work duties as well as of all the measures and preventions established during the business activities coordination meetings. Such inspections may be performed by ENEL, using its own means or those of others, at any time, without any requirement other than its notification on the spot to the person appointed by the Contractor as responsible for the work or service. The Contractor undertakes to cooperate proactively and diligently, and to facilitate the activities to be performed by the persons appointed by ENEL, as well as to make any necessary information or documentation to support the issues subject to auditing and verification available to ENEL.

18.1.6 The Contractor is liable for and guarantees the authenticity of the documentation and the accuracy and veracity of the information requested, both that initially provided as well as the documentation provided periodically, as well as any other that may be requested during the course of the audits. Breach of this duty by the Contractor shall entitle ENEL to terminate the Contract and/or claim relevant damages from the Contractor.

18.2. Incompatibilities.

18.2.1. The Contractor undertakes, except where there is a previous and express authorisation by ENEL, not to use the services of employed people or that have left their employment in ENEL group companies because of retirement, early retirement or equivalent, either directly or through any entity that it may maintain a labour, commercial or ownership relationship, or through third parties.

18.2.2. In addition, no person that is employed, retired or whose employment contract has terminated or become suspended through early retirement or equivalent in relation to ENEL, may hold a position as director or majority shareholder of the Contractor unless expressly authorised by ENEL.

18.2.3 Breach of any of the aforementioned duties shall constitute a just cause for ENEL to terminate the Contract and claim the Contractor for relevant damages.

18.3 Information and documentation the Contractor must provide to ENEL

18.3.1. ENEL shall request the Contractor the information and documentation it deems necessary to verify correct compliance by the latter of those legal duties from which any liability could be allocated to ENEL. The list of documents that ENEL will generally request and that is provided below is indicative and not exhaustive and may be modified by ENEL in the event that there is a change to legislation or to ENEL's policies concerning this matter, the only requirement being its notification to the Contractor at least one (1) month before it comes into effect.

18.3.2. According to the type of activity or risk associated to the work or service provided that is covered under the Contract, ENEL may agree that the documentation to be provided by the Contractor need not be all that is contained in this section, it may decide to focus on specific issues.

18.3.3. On the contrary, in certain cases in which the service provided by the Contractor can be considered of greater danger or where there is specific legislation, ENEL may request the Contractor to provide additional documentation to that listed in the subsections below.

18.3.4. In the event that the Contractor has recently provided specific documentation or information in some other tender or in relation to another contract in force entered into with ENEL, and provided such data is still in force and complies with requirements of the new tender or Contract it shall not have to be presented again, however, the Contractor must state the reference of the tender or Contract for which it had previously presented.

18.3.5. Breach of the duties by the Contractor when delivering the documentation regulated in section 18 in the form and within the deadline provided shall be considered a reasonable ground for Contract termination at ENEL's request, without prejudice of the relevant damages that may result in favour of ENEL.

In general ^[1]:

A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT:

1. The Contractor's authorisation to ENEL so that the latter can obtain a certificate accrediting that it is up to date with its social security payments, issued by the Spanish General Social Security Treasury (article 42 of the Spanish Statute of Workers' Rights), for a minimum period equivalent to that of the Contract term.

¹ Also applicable to self-employed workers who have employees.

2. Civil liability and third-party insurance with the coverage established by ENEL, and a receipt accrediting payment of the relevant premium.
 3. A certificate from the Spanish Tax Agency accrediting that the Contractor is up to date with its tax obligations (article 43.1.f of the Spanish General Taxation Act).
 4. Appointment of the Contractor's liaison officer with ENEL.
- B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE STARTING TO PERFORM THE CONTRACT:**
1. A list of the workers allocated to the Contract performance, stating each one's full name, Spanish tax identification number, social security number, the work place/centre where they will provide their services, and their professional category or post, where applicable, if the worker is subject to special hazards. This document shall be updated every time that a worker allocated to performing the Contract joins or leaves.
 2. The Contractor's authorisation to ENEL before the Spanish General Social Security Treasury so that the latter can verify social security membership or registration of all the workers used by the Contractor to carry out the works or services corresponding to ENEL'S own activity or who continually provide services at ENEL'S facilities, for a minimum period equivalent to that of the Contract term.
 3. The ITA Report (a report issued by the Spanish General Social Security Treasury in relation to workers registered with a contribution code). When new workers join following the start of the Contract performance (regardless of whether they are new hires), the Contractor shall provide a duly updated ITA Report. In the case of new hires, a document accrediting the registration before the General Social Security System of each worker (form TA-2) can be submitted, instead of the ITA Report and at the Contractor's choice.

The referred documents shall be updated every time that a worker allocated to performing the Contract joins or leaves.
 4. A specific Safety Plan for the works or service contracted that includes at least: the general and specific risks, an assessment of the occupational risks, collective and personal protective measures, safety planning for the work to be carried out, work procedures and the designation of the Contractor's Safety Officer. That document must also include, where applicable, the designation of: safety officer(s), authorised and qualified worker(s), scaffolding supervisor, coordinator for the mechanical load handling operations, load handling operations manager and lifeline supervisor. It shall also include the authorisation to use the work equipment (machinery and tools) and any other appointment to be made by the Contractor according to the law or to the specific terms of the Contract.

Under no circumstances may the performance of the Contract commence before ENEL and the Contractor hold the business activity coordination meeting (article 24 of the Occupational Risks Prevention Act) and the relevant minutes have been signed by both companies' representatives.
 5. The Contractor's Declaration representing and warranting that:
 - it has in its possession a valid certificate of medical fitness for the specific work to be carried out by all the workers allocated to the Contract performance,
 - it has in its possession the acknowledgement receipt of all the workers allocated to performing the Contract, confirming that they have been informed about the occupational risks of ENEL'S facilities where they will perform their activity, as well as the risks and prevention measures inherent to their posts,
 - all the workers allocated to performing the Contract received the specific theoretical and practical training on the work they will perform and that they have individual certificates with a confirmation thereof, with the validity established by the law for each post and to be updated at least every three (3) years,
 - it has in its possession the acknowledgement of receipt by each worker allocated to performing the Contract confirming that they received the personal protective equipment, in accordance with the provisions of the specific Prevention Plan,
 - all the workers allocated to performing the Contract received the required information on occupational safety, as provided in article 19 of the Occupational Risks Prevention Act and Royal Decree 39/1997 dated 17 January, and that they have the individual certification in confirmation thereof,
 - the working and collective protective equipment to be used in the performance of the Contract comply with the minimum health and safety requirements for their use according to the provisions of Royal Decree 1215/1997 of 18 July, or that they have the relevant EC declaration of conformity.

The Contractor undertakes to duly record, in the personal file of each worker, the supporting documentation of all the points specified in the Declaration; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.
- C. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:**

1. On a quarterly basis, a Declaration representing that the Contractor has settled any salary obligations toward the workers allocated to performing the Contract. The Contractor undertakes to carry out this obligation, and guarantees that it has the relevant supporting documents; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.
2. On a quarterly basis, the Social Security Contribution List, form TC1, settlement of the contributions to all the workers allocated to performing the Contract; as well as the proof of such payment.
3. On a quarterly basis, the Social Security Contribution List, form TC2, nominal list of workers.
4. On a yearly basis, a certificate from the Spanish Tax Agency accrediting that the Contractor is up to date with its tax payments (article 43.1.f of the General Taxation Act).
5. According to the scheduled due date for the payment of the premium, a receipt confirming up-to-date payment of the civil liability and third-party insurance.

18.3.6. Self-employed workers without employees.
A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT:

1. A document certifying payment of the contribution of the Social Security Special System for Self-Employed Workers for the month prior to the offer submission. Alternatively, where appropriate, a document confirming registration before the Social Security Special System for Self-Employed Workers for the month in which the offer is submitted.
2. Civil liability and third-party insurance with the coverage established by ENEL, and a receipt accrediting the payment of the relevant premium.

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE STARTING TO PERFORM THE CONTRACT:

The Contractor undertakes to duly record, in the personal file of each worker, the supporting documentation of all the points specified in the Declaration; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.

C. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:

1. According to the scheduled due date for the payment of the premium, a receipt confirming up-to-date payment of the civil liability and third-party insurance.

18.3.7. Foreign workers.

In the event that the workers allocated to performing the Contract are foreign workers:

A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT:

1. Civil liability and third-party insurance with the coverage established by ENEL, and a receipt accrediting the payment of the relevant premium.
2. Designation of the Contractor's liaison officer with ENEL.

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE STARTING TO PERFORM THE CONTRACT:

1. In the case of workers performing their activities for Contractors located in the EU or EEA countries or in Switzerland:
 - a. A document confirming the registration before the Social Security of the country of origin and payment of contributions, form A1.
 - b. The European Health Insurance Card or equivalent, according to the law of the country of origin.
2. In the case of workers performing their activities for Contractors located in countries outside the EU, EEA or Switzerland:
 - a. A certificate of residence and work permit for non-EU workers.
 - b. A health insurance card for assistance to relocated foreign workers, in case of accident or illness (medical insurance or similar).
3. Likewise, the Contractor shall submit, with the relevant scope and content, the following documents:

- A list of the workers allocated to performing the Contract, stating each one's full name, Spanish tax identification number, social security number of the country of origin or equivalent, the work place/centre where they will provide their services, and their professional category or post, where applicable, if the worker is subject to special hazards. That document shall be updated every time that a worker allocated to performing the Contract joins or leaves.
- A specific Safety Plan for the works or service contracted that includes at least: the general and specific risks, an assessment of the occupational risks, collective and personal protective measures, safety planning for the work to be carried out, work procedures and the designation of the Contractor's Safety Officer. That document must also include, where applicable, the designation of: safety officer(s), authorised and qualified worker(s), scaffolding supervisor, coordinator for the mechanical load handling operations, load handling operations manager and lifeline supervisor. It shall also include the authorisation to use the work equipment (machinery and tools) and any other appointment to be made by the Contractor according to the law or to the specific terms of the Contract.

Under no circumstances may performance of the Contract commence before ENEL and the Contractor hold the business activity coordination meeting (article 24 of the Occupational Risks Prevention Act) and the relevant minutes have been signed by both companies' representatives.

4. The Contractor's Declaration representing and warranting that:

- it has in its possession a valid certificate of medical fitness for the specific work to be carried out by all the workers allocated to the Contract performance,
- it has in its possession the acknowledgement receipt of all the workers allocated to performing the Contract, confirming that they have been informed about the occupational risks of ENEL'S facilities where they will perform their activity, as well as the risks and prevention measures inherent to their posts,
- all the workers allocated to performing the Contract received the specific theoretical and practical training on the work they will perform and that they have individual certificates with a confirmation thereof, with the validity established by the law for each post and to be updated at least every three (3) years,
- it has in its possession the acknowledgement of receipt by each worker allocated to performing the Contract confirming that they received the personal protective equipment, in accordance with the provisions of the specific Prevention Plan,
- all the workers allocated to performing the Contract received the required information on occupational safety, as provided in article 19 of the Occupational Risks Prevention Act and Royal Decree 39/1997 dated 17 January, and that they have the individual certification in confirmation thereof,
- the working and collective protective equipment to be used in the performance of the Contract comply with the minimum health and safety requirements for their use according to the provisions of Royal Decree 1215/1997 of 18 July, or that they have the relevant EC declaration of conformity.

5. The Contractor undertakes to duly record, in the personal file of each worker, the supporting documentation of all the points specified in the Declaration; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.

C. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:

1. On a quarterly basis, a Declaration that the Contractor has settled all salary obligations in relation to the workers allocated to Contract performance. The Contractor guarantees the performance of this obligation, as well as that it has the relevant supporting documents; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.
2. According to the scheduled due date for the payment of the premium, a receipt confirming up-to-date payment of the civil liability and third-party insurance.

In the event that the Contractor allocates both national and foreign workers to the Contract performance, the Contractor must provide all the documents specified in subsection 18.3.6, "General," while in relation to the foreign workers, the provisions of subsection 18.4.3.1 above shall apply.

18.3.9. Construction works.

Construction works means any public or private works involving construction or civil engineering works, a non-exhaustive list of which is included in Annex 1 of Royal Decree 1627/1997 dated 24 October, which establishes minimum health and safety requirements applicable to construction works. As regards construction works Contracts, before the start of the activity, and in addition to the documents required by this section 18.3, the Contractor shall provide the following documentation:

A. CONSTRUCTION WORKS WHERE ENEL IS THE DEVELOPER:

1. The Subcontracting Register, provided by the Employment Authority, in the event that any part of the works are subcontracted.
2. Registration before the Accredited Company Register [*in Spanish, Registro de Empresas Acreditadas, REA*] dependent on the Employment Authority.
3. A document certifying the approval of the Specific Prevention Plan by the Coordinator of the On-Site Occupational Health and Safety or of the Project and Site Management, for construction works without a project; and of the Occupational Health and Safety Plan, for construction works with a project.
4. A document certifying the subcontractor's adherence to the Specific Prevention Plan, if the Contractor subcontracts part of the works covered by the Contract.

B. CONSTRUCTION WORKS WHERE ENEL IS THE CONTRACTOR:

1. The appointment of the Site Manager.
2. The Subcontracting Register, authorised by the Employment Authority.
3. Registration before the Accredited Company Register [*in Spanish, Registro de Empresas Acreditadas, REA*] dependent on the Employment Authority.
4. A document certifying the subcontractor's adherence to the Specific Prevention Plan, if the Contractor subcontracts part of the works covered by the Contract.

18.3.10. Mining.

18.3.10.1 Mining includes, without limitation, the activities listed in the General Regulation on Basic Mining Safety Standards: blasting services, commissioning, load and transport of materials, maintenance of mining machinery and facilities, and mining restoration works.

18.3.10.2 In the case of mining activities included in the General Regulation on Basic Mining Safety Standards, the Contractor shall provide, in addition to the documents set out by this section 18.3, the following documentation:

A. ADDITIONAL DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR AFTER SIGNING THE CONTRACT AND BEFORE STARTING TO PERFORM THE WORK OR SERVICE CONTRACTED:

1. The appointment of the Project Manager. The scope of this Project Management shall be governed by ITC 02.0.01 of the General Regulation on Basic Mining Safety Standards, and the Contract's Technical Specifications shall specify whether or not the Contractor is required to make this designation.
2. The internal safety provisions for Contract performance. Where applicable, the Contract's Technical Specifications shall specify if the Contractor is required to submit the internal safety provisions.
3. The Contractor's Declaration representing and warranting that:
 - it has in its possession the workers' certificate of fitness to handle machinery, issued by the Mining Authority of the relevant regional administration.
 - If the certificates are not available since the workers are undergoing the training period, the declaration shall certify that the training period has started and that the Mining Authority has been issued all the regulatory documentation.
 - it has in its possession, in relation to the workers allocated to performing the Contract, the Safety Training Certificate to carry out the work as provided in the General Regulation on Basic Mining Safety Standards (ITC 02.1.02), if the event that the activities listed in that ITC are to be performed regularly.
 - the machinery used for performing the Contract is duly registered before the Industrial Registry of the Mining Authority of the relevant regional administration.

The representations in the declaration shall be updated once the Contract performance has begun and throughout the term of the Contract, as many times as may be required according to the validity period of the certificates to which it refers. The Contractor must warrant that it shall keep duly recorded, in the personal file of each worker, the supporting documentation of all the points specified in the declaration; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.

18.4. Additional information and documents that the Contractor must provide to ENEL.

18.4.1 ENEL needs to have certain information about the Contractor's activity and the circumstances of its performance, in some cases this shall only be required for information and statistical purposes, to meet information requirements arising, in some cases, from its inclusion in certain indices and rankings relating to sustainability and corporate responsibility; in other cases, arising from legal

requirements concerning ENEL as the main employer before the Administration or the legal representatives of ENEL's workers. This includes, without limitation:

- a. the number of hours worked by the employees of the Contractor and of its subcontractors in relation to the Contract (total, per Contract, per work centre and per employee);
- b. the number of workers of the Contractor and of its subcontractors, classified by gender (male/female) carrying out the contractual activities;
- c. the type of contract the workers have with the Contractor and with its subcontractors (permanent/temporary; full-time/part-time; where applicable, self-employment);
- d. the days worked by the Contractor's staff and that of its subcontractors (estimate of the full-time equivalent of the days worked - FTE -) on the Contracts that include the following in their scope: 1) construction activities; 2) operation; and 3) maintenance.

18.4.2 The Contractor shall diligently and accurately provide the information requested in this regard, in the format and with the periodicity established by ENEL. In turn, ENEL undertakes to request the Contractor to provide only the information strictly required for the purposes specified in the first paragraph of this subsection, and to collect it in a format and through the least expensive means for the Contractor.

18.4.3. Furthermore, after the Contract is signed and before it is performed, ENEL may request the Contractor to provide a declaration to represent and warrant that all the workers allocated to performing the Contract have received environmental training, that they have been informed of the environmental requirements applicable to ENEL and that the Contractor has the relevant supporting documents thereof.

18.4.4. The Contractor undertakes to duly record, in the personal file of each worker, the supporting documentation of all the points specified in the Declaration; this may be subject to ENEL'S inspection and verification at any time. Likewise, if required to do so, the Contractor shall make such documents available to ENEL within forty-eight (48) hours.

18.5. Subcontracting scenarios.

18.5.1. Authorisation to subcontract.

Prior written and express authorisation from ENEL is a prerequisite in order for the Contractor to be able to subcontract the execution of the Contract. Without this authorisation the subcontractor cannot begin its activity in any case.

18.5.2. Labour law and security and health-related information and documentation to be provided in the event of subcontracting.

18.5.2.1. In the event of subcontracting, it is obligatory in each of the different scenarios (national employee, self-employed and foreign worker), for the subcontractor to provide the Contractor identical information and documentation covering the same scope and term as the information provided by the Contractor to ENEL in accordance with this section 18. The Contractor is responsible for transferring this information and documentation regarding the subcontractors to ENEL.

18.5.2.2. In the event that the subject of Contract is not legally considered as ENEL's "own activity", the Contractor may substitute the referred information and documentation input request with a declaration. ENEL shall determine in any case what is and what is not considered "own activity" case by case.

18.5.2.3. The Contractor has the duty to keep the documentation certifying all the aforementioned issues contained in the declaration duly filed in the personal record of each of its employees; this may be subject to review and verification by ENEL at any moment. In addition, if requested to do so, the Contractor must make this documentation available to ENEL within forty-eight (48) hours.

18.6. Special scenarios.

Despite the fact that they are not work or service provision contracts, in those scenarios where an employment activity is performed engaging Contractor and subcontractor workers within ENEL premises or properties, or those of its clients, such workers carry out a certain type of interaction with officials and employees from ENEL or its clients and, there is exposure by the Contractor and subcontractor workers to occupational risks inherent to ENEL's premises or those of its clients, the following measures will be adopted:

- 1) Strict supply contracts, understood as those providing mere delivery of goods and materials from the Contractor or subcontractors to ENEL. ENEL shall inform the person performing delivery of the existing in the area of delivery and the existing emergency measures in place.
- 2) Maintenance Contracts, revision or repair of machinery-tools, work equipment or facilities that are property or whose right of use corresponds to ENEL, performed by the Contractor or subcontractors. ENEL shall inform of the occupational risks resulting from the work area and the prevention and emergency measures established in advance, before the works begin.
- 3) Delivery or supply of the goods or materials within ENEL premises (not resulting from a contract for the provision of services agreed to by ENEL) performed by the employees of a third company requiring mechanical means for assembly, mounting or handling. ENEL shall inform of the occupational risks resulting from the work area and the

prevention and emergency measures established in advance, before the works begin. In addition, ENEL and the person responsible from the Contractor shall hold a business coordination meeting, this shall be documented promptly and shall gather information for the Contractor regarding the risks that may arise from its activity and shall adopt the relevant business coordination measures in avoidance of any occupational risks.

- 4) Contracts for the collection and removal of machinery, scrap or any other type of goods, materials, products or residue performed on ENEL's premises by employees from third purchasing companies as a result of the sale of these by ENEL.
- 5) In all the special cases regulated in this section 18.6. the Contractor and its employees shall take into account the existence of the risks and informed measures by ENEL, adopting the necessary prevention measures and shall comply with the directions and instructions provided by ENEL in relation to prevention matters.

18.7. Temporary Recruitment Agencies.

When work recruitment is performed with Temporary Recruitment Agencies (TRA), the relationship with the TRA must be executed in writing through an official template so-called "Supply Contract".

A DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR:

Along with the documentation listed in point 18.3.6., the following must be provided:

1. Certificate issued by the Provincial Directorate of Labour and Social Security, accrediting the administrative authorisation granted to the TRA enabling it to provide ENEL with workers hired by the TRA on temporary basis.
2. Certificate issued by the Provincial Directorate of Labour and Social Security, accrediting the economic guarantee required for TRAs in accordance with Act 14/1994.

19. ECONOMIC GUARANTEE.

19.1. Where required by ENEL and prior to payment of the first invoice by the latter, the Contractor shall be required to constitute an economic guarantee available to ENEL by means of issuance of an abstract guarantee payable on first demand (in accordance with the template provided in Annex I), submitted to Spanish law and enforceable in Spain, granted by a Spanish bank or Spanish branch of the entity if foreign (in both cases with recognised solvency), in an minimum amount equal to 10% of the Contract Price and its reviews, extensions and works with a fee per management, in order to satisfy the following duties among others:

- Fulfilment of all Contractor's duties resulting from the Contract, including penalties and indemnity that may be applicable, and reimbursements or refunds of any sort that may be legally or contractually due to ENEL by the Contractor.
- Penalties, sanctions or monetary items of any kind for which ENEL would need to pay following administrative, arbitral or court proceedings by reason of the acts or omissions by the Contractor or its subcontractors including but limited to, the total amount of any joint and several or subsidiary (or vicarious) legal liability that may be imposed on ENEL for breach by the Contractor in relation to salary, Social Security and/or tax obligations or those existing in relation to safety and occupation risk prevention.
- Third party claims against ENEL based on the Contractor's performance, including any claim from its employees, agents, advisers and subcontractors.
- Defence costs incurred or that may be incurred by ENEL according to section 13 of this Annex.

19.2. The guarantee lodged by the Contractor shall not expire before thirty (30) calendar days following the end of the Warranty Period of that of Final Reception, or final expiry of the Contract performance, whichever takes place later. If not enforced, the guarantee shall be returned to the Contractor once the relevant checks are carried out by ENEL.

19.3. In the cases where the Contractor fails to issue a guarantee within the terms provided, and without prejudice to any other action available, ENEL may decide either to terminate the Contract or suspend its performance until the issuance of a guarantee is accepted by ENEL, as well as to accept other guarantees that may be equivalent offered by the Contractor in accordance with the law.

20. INSURANCE.

20.1 If the Contract is carried out in the form of materials stored by the Contractor within ENEL's premises, the Contractor shall be obliged to take out, in addition to the insurance mentioned in the section under the same name of the General Part, insurance against theft and other damages that the stored material may suffer, for the entire period of compliance with the Contract.

20.2 If, in ENEL's opinion, the insurance coverage presented by the Contractor is insufficient to cover the risk exposure both for the delivery of materials or equipment and for the performance of the work or service provided for under the Contract, the Contractor undertakes to revise and modify these where necessary and in accordance with the conditions of the insurance market.

20.3 In any events and with respect to the insurance, the Contract provisions and the applicable Spanish legislation shall be observed.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

22. CONFIDENTIALITY.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

23. PERSONAL DATA PROTECTION CLAUSE
23.1. Purpose of the Data Processing Contract

These clauses authorise the entity [Contractor] (hereinafter, the "Data Processor"), to process on behalf of [ENEL] (hereinafter, the "Data Controller"), all Personal Data (hereinafter, "Personal Data") necessary to provide the services which are the subject matter of this contract (hereinafter, "Contract").

Processing shall consist of [Collection, Structuring, Storage, Consultation ...].

To identify the information affected to perform the services arising from compliance with the purpose of this processing Contract, the Data Controller provides the Data Processor with the following information: [Identify data to which Data Processor will access].

23.2 Obligations of the Data Processor.

The Data Processor and all their employees undertake to:

- a) Use Personal Data only for the purposes of this Contract. In no case, the Data Processor shall use Personal Data for other purposes not expressly authorized by the Data Controller.
- b) Guarantee that the people in charge of the data processing, process Personal Data according to the instructions of the Data Controller. If the Data Processor believes that any of the instructions violate the EU Regulation 2016/679/EU (hereinafter, "GDPR") or any Union or Member State data protection provision, the Data Processor shall immediately inform the Data Controller.
- c) Keep a written record of all categories of the processing operations carried out on behalf of the Data Controller. This shall contain:
 - a. The name and contact details of the Data Processor or processors, of each manager acting on behalf of the processor and, where appropriate, of the representative of the Data Controller or processor and the data protection officer (hereinafter, the "Data Protection Officer").
 - b. The categories of processing operations carried out on behalf of the Data Controller.
 - c. Where appropriate, Personal Data transfers to a third country or international organisation, including the identification of said third country or international organisation and, in the case of transfers indicated in Article 49, Section 1, paragraph 2 of the GDPR, documentation on appropriate safeguards.
 - d. A general description of the technical and organisational security measures referred to in article 32 GDPR.
- d) Not disclose Personal Data to third parties unless with express authorisation from the Data Controller, when legally acceptable. The Data Processor may disclose data to other Data Processors working for the same controller, pursuant to the Data Controller's instructions. In this case, the Data Controller shall identify, in writing and in advance, the Personal Data to be disclosed, and the security measures to be applied for disclosure.
- e) Not engage any other data subprocessors (hereinafter, "Subprocessors" or "Subprocessor") without the previous written authorization of the Data Controller. If any processing operation must be subcontracted, the Data Controller must be notified in writing and in advance, indicating the processing operations to be subcontracted, and clearly and unequivocally identifying the Subprocessor and their contact details. The Subprocessor, who shall also be considered a Data Processor, is equally obliged to comply with the obligations set forth in this document for the Data Processor, and the instructions issued by the Data Controller. The initial Data Processor must regulate the new relationship so that the new processor is subject to the same conditions (instructions, obligations, security measures, etc.) and with the same formal requirements regarding adequate Personal Data processing and guaranteeing the rights of data subjects. In the event of non-compliance by the Subprocessor, the initial Data Processor shall still be fully responsible to the Data Controller regarding compliance with obligations. The Data Processor declares that the Subprocessors will process the Personal Data within European Economic Area or in countries which grant an adequate level of protection of the Personal Data pursuant to the last Decision of the Commission, applicable at the signing date of the Contract. In case an adequate level of protection of Personal

Data is not granted, the Data Controller and Subprocessor shall undertake to sign the standard Contractual clauses defined by the European Commission, as of the date of signature of the Contract. In case the Subprocessor has reasonable grounds to appoint further Subprocessors, different from those mentioned in the list attached herein, it shall update the list and communicate it to the Data Controller in advance.

- f) Provide the Data Controller, on annual basis, with the list of the places where the data processed relating to the Contract are stored.
- g) Maintain the duty of secrecy regarding the Personal Data accessed under this Contract, even after its termination.
- h) Guarantee that individuals authorised to process Personal Data expressly undertake in writing to respect confidentiality and to comply with the relevant security measures, of which they must be duly informed.
- i) Keep documentation accrediting compliance with the obligation set forth above available for the Data Controller.
- j) Guarantee that the individuals authorised to process Personal Data have the necessary Personal Data protection training.
- k) Aid the Data Controller in responding requests to exercise rights to: (i) access, rectification, erasure and opposition, (ii) restriction of processing, (iii) data portability and (iv) to not be subject to automated individual decisions (including profiling). When data subjects exercise their rights to access, rectification, erasure and to object, restriction of processing, data portability and to not be subject to automated individual decisions before the Data Processor, this must be reported to the following email: ENDESAprotecciondedatospersonales@enel.com. Notification must be immediate and in no case later than the working day following receipt of the request, and must be accompanied, where appropriate, by other information that may be relevant to resolve the request.
- l) Provide information on the data processing operations that will be carried out at the time of collecting the Personal Data. The Data Processor must agree upon the wording and format of the information provided with the Data Controller before they start collecting data.
- m) Data security breach notifications. The Data Processor shall notify the Data Controller, without undue delay and in any case before the maximum period of 48 hours, of any breach they are aware of regarding the Personal Data they hold, together with all relevant information to document and report the incident. The following minimum information shall be provided:
 - a. Description of the nature of the Personal Data security breach including, when possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected.
 - b. The name and contact details of the Data Protection Officer or another point of contact to obtain more information.
 - c. Description of the possible consequences of the Personal Data security breach.
 - d. Description of the measures adopted or proposed to remedy the Personal Data security breach including, if appropriate, the measures adopted to mitigate possible negative effects.

If information cannot be provided simultaneously, the information will be gradually provided without undue delay.

- n) When appropriate, support the Data Controller in conducting data protection impact assessments.
- o) Assist Data Controller to be compliant with the obligations related to the prior consultation provided for under article 36 GDPR, taking into account the nature of the processing activity and the information available to the Data Processor.
- p) Allow the Data Controller to perform periodical controls and inspections in order to verify the fulfilment of the obligations established herein, as well as to conduct audits and inspections carried out by the Data Controller or another auditor authorised by them.
- q) Implement all security measures defined by article 32 of the GDPR and all other preventive measures resulting from experience and recognized as best practices, deemed appropriate to avoid unlawful or forbidden data processing, or data processing not in line with the previously defined purpose of processing. The Data Processor shall, particularly, implement the security measures indicated in Annex [] attached to this Contract.
- r) Appoint a Data Protection Officer in all cases provided for under article 37 of GDPR or upon indisputable request of the Data Controller, in case the data processing is likely to result in a risk to the rights and freedoms of natural persons. Data Processor shall notify the Data Controller its name and contact details.
- s) Delete or return all Personal Data after the execution of the services which require the data processing and delete all existing copies (except the European law or of the Member States requires the conservation of those data), giving proof to the Data Controller.

23.3. Compensation and Responsibility.

Any person who has suffered material or non-material damage as a result of an infringement of the GDPR shall have the right to receive compensation from the Data Controller or Data Processor for the damage suffered. Without prejudice to the Data Processor's compensation liabilities as defined in this Contract, pursuant to the article 82 GDPR, the Data Processor shall be liable, in any case, for any damage caused by data processing, in case of Contract infringement or failure to perform Data Controller's legitimate instructions. In case the Data Processor or its employees infringe any data processing obligation identified in this Contract or in the GDPR, the Data Controller shall claim any further compensation proportionally to the damage suffered. The Data Controller shall not be liable if it is proved that he is not responsible for the damage. In case the Data Controller or the Data Processor pay full compensation for the damage suffered, they shall be entitled to claim back from other parties involved in the same processing.

23.4. Duration.

The appointment herein will be in force for the period necessary to perform the activities entrusted to the Data Processor, and it will automatically expire on termination of the Contract.

23.5 System Administrators.

Given that the Data Processor's employees and/or its Subprocessors' employees can be authorized to perform the activities of the "system administrators", the Data Processor shall communicate to the Data Controller, upon its request, the list of its employees and/or the Subprocessors' employees authorized and appointed as "system administrators" and of anybody potentially able to process Personal Data belonging to the Data Controller. The Data Processor undertakes to maintain the logs recording log-in, log-out and attempts to log-in by its employees and/or by employees of its Subprocessor, if authorized, who have been appointed as "system administrators" and who in that role have potentially been able to modify the Personal Data controlled by the Data Controller for a period of six months with the undertaking to deliver them to the Data Controller in the format indicated by Data Controller and no later than 3 days after receipt of a simple written request.

23.6. Processing of Personal Data of Representatives and Professionals.

The Parties inform each other that the personal data contained in the Contract will be processed by each Party as Data Controller, in order to execute the management of the Contract. In this regard, the Parties oblige themselves to strictly comply with all legal provisions, whichever its range, with regard to applicable data protection legislation. Representatives and professionals of the Parties may exercise their rights of access, rectification, opposition, cancellation, limitation of processing and portability of their data, in the cases and within the scope established by the applicable regulation at any time, by writing to the address indicated in the heading of the Contract for each of the Parties.

23.7. Processing of Personal Data of the Workers of the Supplier or Contractor providing Works or services for ENEL.

Any personal data provided by the Supplier to ENEL in order to allow the provision of the Services under this Agreement, shall have the legal meaning of communication or transmission of data and shall only correspond to information strictly necessary for the compliance of the same and shall only and exclusively be applied or used to ensure the compliance of the subject of this Agreement. In this sense, ENEL obliges itself to comply with all legal requirements, whichever its range, with regard to applicable data protection legislation.

ENEL agrees to delete all personal data provided by the Supplier after the end of the provision of the Services.

24. VENDOR RATING.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

25. GLOBAL COMPACT.

As per the provisions contained in the General Part of these General Contract Terms and Conditions.

26. ETHICAL CONDUCT STANDARDS.

26.1 General information.

In managing its business activities and relations with third parties, the ENEL Group complies with the "General Principles for the Prevention of Criminal Risks". In the management of its business and relations with third parties, the Contractor undertakes to comply with these or equivalent principles.

These principles as well as the rest of the Ethical Conduct Standards, are available at the address www.endesa.com.

26.2 Conflict of interest.

26.2.1 The Contractor (in the event it is a natural person) with the acceptance of the Contract, declares:

- a. That he/she does not carry out, within the companies of the ENEL Group, functions of Senior Management (director, senior manager with strategic responsibilities), employee of companies of the ENEL Group or auditor of accounts of the ENEL Group;
- b. That he/she does not have, within the companies of the ENEL Group, family members, relatives up to the second degree, spouse not legally separated, cohabitant, husband/wife or children of his/her partner, who are related to him/her by consanguinity or affinity;
- c. That both the Contractor and his/her respective relatives (non-separated spouse or first-degree relatives), have not held or hold, in the last twenty-four (24) months, positions in the Public Administration or in Entities in charge of public services 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.).

26.2.2 The Contractor (if a legal entity ^[2]), upon acceptance of the Contract, declares that owing to its knowledge of its corporate structure, no person belonging to its governing, management or controlling bodies (including fiduciary entities):

- a. Is a member of the Senior Management or of the Administrative Bodies or of the Audit Committee, nor an executive with a key responsibility for the ENEL Group companies, nor is he/she a relative up to the second degree, spouse, partner, child of a spouse or partner, or a dependent person (due to kinship or marriage) of the aforementioned members.
- b. Is an employee of one of the ENEL Group companies, nor is a relative up to the second degree, spouse, partner, child of a spouse or partner, or dependent person (by kinship or marriage) of the employee.
- c. Has held in the last twenty-four (24) months or holds, both the person himself/herself and his/her respective relatives (non-separated spouse or first degree family members), a position in the Public Administration or in Entities in charge of public services that have had a direct relationship with activities carried out by any of the ENEL Group companies (granting of concessions, control activities, etc.).

26.2.3 The Contractor, whether a natural person or a legal entity, undertakes to notify ENEL of any change that may occur subsequently and while it is an active Contractor, with respect to the information declared prior to the signing of the Contract.

26.3 Integrity clause.

26.3.1 By signing the Contract, the Contractor declares:

- a) It is aware of the commitments made to ENEL S.p.A. and to the companies it directly or indirectly controls (hereinafter "ENEL"), contained in the Code of Ethics, the Zero Tolerance Plan against Corruption and in the Human Rights Policy, to respect the equivalent principles in the conduct of their business and in the management of their relations with third parties;
- b) it is not subject to criminal prosecution for tax offences, offences against the public administration, offences against property, offences against personal liberty, public order or environmental offences;
- c) it is not subject to a criminal investigation in relation to any fact or matter, or to unlawful conduct constituting tax offences, offences against the public administration, offences against property, offences against personal liberty, public order or environmental offences;
- d) it is aware and authorises that, for the purposes of assessing its professional conduct in accordance with paragraphs b) and c), ENEL may autonomously acquire further information, at any time, considering the necessary existence of duties of loyalty of the Contractor.

26.3.2 The Contractor agrees to immediately notify and provide all relevant information to ENEL:

- a. in the event it becomes aware of being subject to a criminal proceeding as referred to in paragraph b) of the preceding paragraph;
- b. in the event it becomes aware of being subject to criminal investigation as referred to in point c) of the preceding paragraph.

ENEL reserves its right to analyse, at its discretion, the aforementioned information for the purpose of assessing the professional conduct of the Contractor.

27 GOVERNING LAW.

The Contract and all the issues that may arise between the Parties in relation or connection to the same shall be governed and interpreted exclusively according to Spanish Law which the Contractor and ENEL expressly submit to.

² The public entities, the listed companies, the banking institutions and companies controlled by the same are not bound by this declaration.

28 JURISDICTION AND DISPUTE RESOLUTION.

The parties expressly waive any other jurisdiction to which they may be otherwise entitled and agree to submit any controversy, issue, incident, or dispute which may arise between them as regards the Contract interpretation, performance and fulfilment that cannot be settled by amicable means between ENEL and the Contractor, to the courts and tribunals of (Metropolitan) Madrid.

ANNEX I

ABSTRACT GUARANTEE PAYABLE ON FIRST DEMAND TEMPLATE

The bank, in the name and on behalf of Mr/Mrs/Msand Mr/Mrs/Ms..... holding sufficient powers to bind the parties in this act, hereby joint and severally guarantee, in the broadest possible way required by Law,(CONTRACTOR) before.....(Sociedad del Grupo ENEL), up to the amount of (.....), to account for the duties undertaken by(CONTRACTOR) from Contract/Framework Agreement no. entered into with (ENEL Group Company), as well as to account for, where required, the duties undertaken by (CONTRACTOR) for all the Delivery Orders or derivative Contracts arising from the previously stated Framework Agreement.

This guarantee takes the form of an abstract guarantee payable on first demand, whereby the Bank..... undertakes to pay up to the above-mentioned maximum amount on first written demand by the..... (ENEL Group Company). Request shall be endorsed by the representative/s of (ENEL Group Company) with sufficient authorisation and shall be issued in the Bank office at.....

The Bank's payment obligation is abstract and the latter expressly waives the benefits of order, execution and division, and undertakes to meet any request put forth by (ENEL Group Company) in relation to this guarantee, paying this Company the amount requested, to this effect, it is sufficient for this request to be made by (ENEL Group Company) in writing and in the form provided in the preceding paragraph, no excuse or exception shall be admissible, including opposition by(CONTRACTOR) to enforcement of this guarantee.

..... (ENEL Group Company) shall notify(CONTRACTOR) of the presentation of any payment order by virtue of this guarantee, providing its cause and motive.

This abstract guarantee expires on

The signatories of this guarantee are duly authorised to act in the name of and on behalf of the Bank as per the Statutes that regulate the bank, this represents one of the operations that it may perform in accordance with its purpose.

This guarantee has been registered under number.....

ANNEX II

COMPANY	GOODS OR SERVICES	TYPE OR CATEGORY OF DATA PROCESSED	ADDRESS