

This “ANNEX V PERU” applies to contracts for the purchase of supplies, services or works over which Peruvian law is applicable and which are concluded between the ENEL Group companies and the Supplier.

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1. SCOPE OF APPLICATION.

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

2. DEFINITIONS.

- **Certificate of Inspection of the works and services:** A document which in order to be valid must be signed by both Parties, in which the defects found in a completed work or service are recorded, as well as the deadline by which they must be rectified by the Supplier.
- **Acceptance Certificate of goods:** A document which in order to be valid must be signed by both Parties, containing a list of commodities supplied and certifying the delivery of the same.
- **Shipping authorisation:** Document issued by ENEL, by which the Supplier is authorised to proceed with the total or partial delivery of the equipment or material covered by the Contract.
- **Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees certain quality levels.
- **ENEL Group:** In this Contract, the economic group made up of all those entities that - directly or indirectly through one or more intermediaries - control, are controlled by or are under common control of ENEL, S.P.A. in accordance with the definition of the Regulation on Indirect Ownership, Connections and Economic Groups approved by Superintendency Resolution No. 00019-2015-SMV-01 and its amending rules.
- **Waybill:** Document issued by the Supplier once all the agreed procedures have been completed, by which ENEL is informed that the equipment or material covered by the Contract has been shipped in whole or in part.
- **Inspector:** Person or entity designated by ENEL who carries out inspection functions at any stage of the execution of the Contract.
- **Order to Proceed:** Document with which ENEL as a notice authorising the Supplier to initiate the works or services. This document can also be a purchase order or document with another denomination that fulfils the same purpose of authorising the beginning of the work, supply or rendering of services.
- **Request for quotation:** Document through which ENEL requests a quotation. It shall consist of the Technical Specifications and the Commercial and Legal Specifications, among which the present General Terms and Conditions will be found.
- **Quality control plan:** Document issued by the Supplier that specifies the quality criteria to verify compliance with the requirements of the Contract applied to its processes, procedures and associated resources.
- **Inspection Point Programme:** Document issued by the Supplier and approved by ENEL, in which the different inspections, tests, trials or examinations to be performed are reflected.
- **Acceptance at origin:** Procedure in which the tests or mandatory tests for the acceptance of the material are carried out in the presence of the technicians of ENEL or the person or entity authorised by it, and in the facilities of the Supplier, its subcontractor or any other entity agreed between both Parties.
- **Acceptance by protocol:** Review of the mandatory test protocols, carried out previously by the Supplier, by means of which ENEL technicians or a person or entity authorised thereby, approve the shipment of the material in question or, on the contrary, decide the verification of the results of said protocols by the Acceptance at origin.
- **Quality assurance system:** System that establishes those requirements with which the Supplier must comply to develop the purpose of the Contract effectively, efficiently and correctly.

3. LANGUAGE.

The original version of this Annex V Peru is the one written in Spanish (Castilian Spanish).

4. FORMALISATION.

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

5. INTERPRETATION AND HIERARCHY.

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

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

6. COMMUNICATIONS.

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

7. ECONOMIC TERMS AND CONDITIONS.

7.1. Prices.

7.1.1. In the case of the realisation of a work or the provision of a supply or service, the Contract price includes at least, as far as applicable and unless expressly included in other categories, the following:

- Direct and indirect labour.
- Training and medical examinations of personnel assigned to the service.
- Personal Protective Equipment (PPE).
- Supplementary insurance for work with risk to health and employment (SCTR).
- Expenses that are originated by their registration in force in the ENEL Supplier Registration System.
- Machinery and associated personnel.
- Depreciation of machinery.
- Permanent and fungible materials.
- Transport to/from the place of work of personnel, material and means.
- Installation and authorisation of services.
- Maintenance costs.
- General expenses and industrial profit or utility.
- Taxes other than the General Sales Tax, the Municipal Promotion Tax and any other tax that imposes the added value that is legally applicable.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Complete implementation of all activities set out in the Technical Specifications and other contractual documents.
- Construction, demolition and/or demobilisation of the auxiliary installations of work, surveillance, storage or others related to compliance with the Regulations on Prevention of Occupational and Environmental Hazard Prevention and the requirements of the technical specifications generated during the construction of the work or the performance of the service.
- Transport expenses and final disposal of waste.
- Costs incurred in compliance with the Occupational Hazard Prevention Regulations.
- Costs on economic guarantees, insurance or other guarantees, if applicable.

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

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

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

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

7.1.6. If the extensions, modifications or reductions that ENEL proposes, motivated by a justified reason, represent an increase or decrease of more than 20% of the Contract amount, the Supplier may accept or reject them, but in the latter circumstance, ENEL shall have the right to terminate the Contract without the Supplier having the right to compensation.

7.1.7. In cases where a work unit is to be executed or when supplies or services not provided for in the Contract price table are requested, the applicable price shall be determined between ENEL and the Supplier, and where feasible based on the breakdown of costs of other analogous units for which a unit price exists.

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

7.1.9. At the request of ENEL, the Supplier shall include unit price scales in its quotation in the event that ENEL considers necessary, during the execution of the Contract, the performance by the Supplier of work units, services or supplies not initially envisaged in the scope of the Contract (cost-plus basis). Said prices, once agreed upon by the Parties and incorporated into the Contract, shall include the same categories as those defined in clause 7.1.1, and shall be applied when it is not possible to set a contradictory price or in cases where ENEL deems it necessary.

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

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

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

7.2. **Modification of prices.**

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

7.3. **Billing.**

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

- a) any work contracted by administration as a complement to what was agreed in the Contract.
- b) increases due to application of readjustment formulas provided in the Contract. In this case, it shall be necessary to provide the supporting information for the values of the indices applied and the detail of the readjustment formula.
- c) General Sales Tax, if applicable.

7.3.2. If the Supplier is not domiciled in Peru, it must issue independent invoices for the sale of goods and for the provision of services, and must specify in detail in its invoices the goods sold and/or services rendered as appropriate.

7.4. **Payment terms and conditions.**

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

7.4.2. In the event of the return of an invoice by ENEL to the Supplier due to non-compliance with its requirements, the term for the payment of the invoice shall be calculated from the date on which the Supplier sends it again and in fulfilment of all the requirements of the present General Contract Terms and Conditions and the Contract.

7.4.3. In the event that ENEL should authorise an advance payment to the supplier, the disbursement of the same shall be preceded by a letter of guarantee for the value of the amount advanced. This letter of guarantee must be issued by a first level bank of the list defined by ENEL (issuing bank) at the request and on behalf of a customer (policyholder), with the description "In order to guarantee the advance payment to (indicate name of Supplier), for the value of (describe the value of the *payment in advance*) under the Contract (describe the purpose); as irrevocable, unconditional, joint and several and of immediate execution, without right of excussion", by virtue of which the bank undertakes to pay to the beneficiary the amount of money stipulated between the Parties, against the mere presentation of the guarantee. In the event of non-compliance by the Supplier, ENEL may, at its discretion, execute all or part of this letter of guarantee.

8. **TAXES.**

According to the regulation contained in the General Section of these General Contracting Terms and Conditions. The Supplier declares that it is aware of the tax regime applicable to its services under the Contract. The Supplier also declares that it is aware that this tax regime may change over time. The Parties agree that no change in the tax regime shall oblige ENEL to make additional payments so that the Supplier receives the same sums as it would have received in the absence of a change in the tax regime.

9. **EXECUTION.**

9.1. **General considerations.**

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

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

9.2.1. ENEL may inspect the materials and equipment covered in the Contract at any time during its manufacture, as well as the execution of the contracted works or services, including the materials used by the Supplier in its execution. Said inspection may be carried out by its own personnel or by the persons or entities it designates, at the work sites, offices, factories, workshops or warehouses of the Supplier as well as those of its subcontractors, for which purpose the ENEL inspectors shall have free access to the aforementioned facilities and shall provide whatever may be necessary.

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

9.3. **Quality Control.**

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

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

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

9.3.4. Once the aforementioned Quality Control Plan has been presented, ENEL may object to it for a period of fifteen (15) working days, always for justified reasons, and the Supplier shall be obliged to modify it with due diligence, making the necessary corrections in accordance with the objections indicated by ENEL, without extending the execution period provided for in the Contract.

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

9.3.6. Upon completion of the execution of the Contract, ENEL may request the submission by the Supplier, for its approval, of a final quality control report, whose content shall conform to the provisions of the Contract and the approved Quality Control Plan.

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

9.3.8. The fulfilment of these quality control conditions does not exempt the Supplier, in any case, from its responsibility for the incorrect execution of the Contract.

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

9.4.1. **General considerations.**

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

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

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

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

9.4.2.3. To perform the delivery, the Supplier shall send to ENEL with the due advance and marked to the attention of the contact person or person in charge of acceptance as stated in the Contract, the Waybill indicating the following data:

- Number, dimension, weight and volume of packages sent, indicating the material they contain. The number of packages shall be established by differentiating between those weighing up to two tonnes and those weighing more than two tonnes.
- Data referring to the means of transport used and to the company carrying out the transport, with the data and the telephone number of the contact person.
- Date and place of provision of equipment or materials.
- Specific conditions for the unloading and handling of equipment or materials.
- Likewise, the Supplier undertakes to inform ENEL, immediately, of any circumstance that could alter the agreed delivery terms.

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

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

9.4.2.6. Without prejudice to the delivery date being considered fulfilled, ENEL reserves the right to postpone any shipment or dispatch of materials or equipment. The Supplier shall bear the storage and insurance expenses during the month following the agreed delivery date. If the postponement of the shipment should be prolonged for a longer period of time, the amounts of compensation resulting from the subsequent storage and insurance expenses shall be established by mutual agreement.

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

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

9.4.3. Works and/or services.

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

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

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

9.5. Transfer of ownership and risk.

9.5.1. Materials and/or equipment.

The Supplier shall be liable for hidden faults or manufacturing defects, including during the Warranty Period and until the expiry of the period stipulated by the legislation in force, without prejudice to any legal or other liabilities that may arise.

9.5.2. Works and/or services.

The Supplier shall be liable for hidden faults or defects, including during the Warranty Period and until the expiry of the period stipulated by the applicable legislation, without prejudice to any legal or other liabilities that may arise.

9.6. Default.

If the Supplier does not comply with the obligations set forth in the Contract, it shall be automatically held to be in default, without notice by ENEL being necessary for this effect, in accordance with the provisions of subsection 1) of Article 1333 of the Peruvian Civil Code. Default interest shall be calculated at the maximum conventional interest rate set by the Central Reserve Bank of Peru pursuant to Article 1243 of the Peruvian Civil Code.

10. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

10.1. The Supplier shall not totally or partially assign its position in the Contract, except with the express prior written authorisation of ENEL. In such case, in accordance with the provisions of Article 1437 of the Peruvian Civil Code, ENEL may take action against the Supplier if the assignees do not comply with the obligations they have taken on.

10.2. The Supplier expressly authorises ENEL to partially or totally assign its position in the Contract to any entity belonging to the ENEL Group or linked to it, and it shall be sufficient for ENEL to notify the Supplier at least 3 (three) months prior to date on which the transfer would take place.

10.3. The Supplier may not subcontract all of its obligations under the Contract. It may, however, subcontract part of them, provided that:

- ENEL has previously accepted, expressly and in writing, the subcontracting, which may not be denied without justification.
- The Supplier is jointly and severally liable with the subcontractors vis-à-vis ENEL for the full performance of its obligations under the Contract, not being released from them, for which purpose the Supplier shall submit to ENEL's satisfaction the document duly signed by the subcontractor, stating the joint and several liability of the Supplier and the subcontractor.

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

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

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

10.6. The Supplier undertakes that both it and its subcontractors shall comply with the requirements that both the Contract and the Peruvian regulations in force impose in relation to subcontracting.

10.7. In accordance with the foregoing, ENEL may at any time inspect and monitor the works or manufacturing processes of the transferee or subcontractor, and the fulfilment of its obligations. The subcontractor or assignee is obliged to provide ENEL with all the necessary collaboration (documentation, reports, free access to its factories, workshops or facilities, etc.).

10.8. ENEL reserves the right to reject those subcontractors or assignees which, during the progress of the works, it does not deem appropriate to maintain. In such case, the Supplier undertakes to terminate the subcontract.

11. ASSIGNMENT OF RIGHTS AND RECEIVABLES.

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

11.2. The Supplier may not assign or transfer to third parties, in whole or in part, the rights and obligations deriving from the Contract, nor may it carry out any other operation involving a disposition by any title, encumbrance, commitment and/or transaction, in whole or in part, of the aforementioned rights and obligations, unless it has previously obtained ENEL's express written consent for each operation.

12. OBLIGATIONS OF THE SUPPLIER.

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

13. SUPPLIER'S LIABILITY.

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

13.2. The Supplier's obligations under the Contract are independent of any other obligations that bind or become binding on the Parties and must be fulfilled accordingly regardless of any circumstances arising from another contract, agreement or arrangement.

13.3. In the event that the Supplier consists of two (2) or more legal persons, irrespective of the title or legal act entered into between them for this purpose, each such legal person which under the Supplier shall be jointly and severally liable to ENEL in connection with the performance of each of the Supplier's obligations, representations and warranties in connection with this Contract.

14. WARRANTY PERIOD

14.1. The Warranty Period for the materials and equipment shall extend during the time stipulated in the Contract, and failing that, for two (2) years from the date of the Provisional Acceptance Document. If the Document is not signed, the period shall begin to be counted from the conformity of ENEL with the delivery of the material.

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

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

15. PENALTIES.

15.1. Without prejudice to the provisions of the General Part of these General Contracting Terms and Conditions regarding the termination of the Contract for cause attributable to the Supplier and the compensation for damages suffered by ENEL for the Supplier's failure to comply with the delivery dates or execution periods, both partial and final, as well as any other breaches expressly provided for in the Contract or in these General Terms and Conditions, such non-compliances shall entail the application by ENEL of a penalty which shall in no case be of a compensatory nature, ENEL reserving the right to collect compensation for the corresponding damages, ENEL reserving the right to collect compensation for the corresponding damages.

15.2. In the event that no other has been established, the penalty for delay in the delivery of materials and equipment shall be 0.5% of the total amount of the Contract for each calendar day of delay.

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

15.4. The sum of the penalties may not exceed 10% of the total amount of the Contract. If this limit is exceeded, ENEL shall apply the penalty and shall have the right to terminate the Contract in accordance with applicable law.

15.5. The collection of penalties shall not deprive ENEL of the power to pass on to the Supplier any additional expenses and additional costs that it is obliged to bear and/or pay to third parties as a direct consequence of the delay or non-compliance produced.

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

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

- a. ENEL shall inform the Supplier in writing of the penalty to be paid, detailing the amount thereof. The Supplier shall have a period of fifteen (15) calendar days from the date of the communication to state as much as it deems appropriate in its disclaimer.
- b. If ENEL does not accept such arguments, ENEL shall issue the Supplier with a debit note for the amount of the penalty applied. In the event that the Supplier does not comply with the payment of the penalty applied within the period stipulated in the debit note, ENEL is entitled to (i) offset the amount of the debit note against the amount of invoices pending payment or to be issued in the future or (ii) execute, for the amount of the penalties applied, the guarantees it has constituted, or (iii) attempt to collect by any other means contemplated in the Contract, in the Laws or in these General Terms and Conditions, and all without prejudice to the compensation for damages, including subsequent damage.
- c. Once the economic guarantee has been executed, the Supplier shall be obliged to return it for the same amount as the one prior to execution, in accordance with the provisions of the "Economic Guarantee" section of these General Contracting Terms and Conditions.
- d. In the absence of such restitution, ENEL shall retain the remainder that would have resulted between the total amount of the guarantee and the amount of the penalty.
- e. In the event that the amount of the initial guarantee is not sufficient to cover the amount of the penalties, ENEL will compensate the outstanding or future payment obligations to the Supplier with the total amount of the penalties not covered by the execution of the guarantee, and all without prejudice to the restitution of the same as indicated above.

16. SUSPENSION, TERMINATION AND RESOLUTION.

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

16.2. In any case of breach of contract by the Supplier, ENEL shall be entitled to exercise the rights granted to it by law and contractual documents, such as suspension of payments, termination of the Contract, performance of warranties, among others. The fact that in the face of a certain situation of breach of contract by the Supplier, ENEL does not exercise any of said rights in any way implies approval or validation of the situation of non-compliance by the Supplier, nor authorisation or precedent for its repetition, ENEL reserving the right to, at its discretion, exercise such rights when it deems it convenient.

17. FORCE MAJEURE.

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

18. LABOUR LAW OBLIGATIONS.

18.1. The Supplier undertakes at all times to have the necessary human resources in number and qualification for the execution of the purpose of the Contract in accordance with the maximum quality standards defined therein. In this regard, it must take preventive measures to prevent the occurrence of work stoppages that could affect the service and, if they occur, continue to provide the service with equal efficiency.

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

18.3. Taking into consideration the nature of the Contract and the obligations assumed by the Supplier, the parties acknowledge that the contractual relationship that unites them is strictly civil in nature, subject to the provisions of the Peruvian Civil Code, such that under no circumstances shall it generate any employment relationship between them and the personnel that the other could apply to the fulfilment of its obligations. Consequently, for the fulfilment of the Contract, the Parties shall not be subject to any connection of subordination or dependency, for which they will enjoy total autonomy for the fulfilment of the corresponding obligations.

In that sense, ENEL shall not have any responsibility for said personnel, nor for the payment of their remunerations, employee benefits, social security, vacations and other categories, whether labour-related or otherwise, that the Supplier could possibly owe.

18.4. The Supplier may subcontract up to a maximum of 30% of the value of the Contract only follow written authorisation by ENEL. If such authorisation exists, the Supplier and its subcontractor shall be jointly and severally liable with ENEL for any type of obligation in relation to the Contract, for which purpose the Supplier shall submit to the satisfaction of ENEL the corresponding document duly signed by the Supplier and the subcontractor.

18.5. Likewise, in the event that the Contract involves an outsourcing of services, the Supplier undertakes to comply with all the obligations set forth in Law No. 29245, on the regulation of outsourcing services, Legislative Decree No. 1038 and other legal standards and applicable regulations and those that may be issued subsequently, which include:

- Maintain during the term of the Contract each of the requirements and characteristics as an outsourcing company that provides integral and autonomous services.
- The inclusion in payrolls of all the personnel that provide services related to this Contract.
- Payment in due course and in full of all labour and social security obligations.
- The services to be rendered shall not be executed by persons hired under the categories of service placement, professional fees, or similar figures. Nor under the category of internships or youth work experience training.
- Respect for the exercise of the employment rights of its workers.
- Information to its employees and ENEL personnel about the services that will be provided, in accordance with the regulations in force.
- Registration in force as an outsourcing company with the Ministry of Labour.

The other obligations described in the regulations in force that correspond to their capacity as an employer and other regulations that may be issued subsequently.

18.6. The Supplier shall defend, at its own cost, any claim or threat of complaint made by the Supplier's employees or subcontractors, by competent authorities or by third parties against ENEL to the extent that said claim is based on a non-compliance with obligations in labour law-related matters, social security and occupational hazard prevention. The Supplier must hold ENEL and its subsidiaries harmless against any claim in which the circumstances provided in this paragraph are present.

18.7. Penalties for non-compliance with labour law-related aspects.

The penalties that shall be applied to the Supplier have been grouped into two categories: Administrative and Operational. Without prejudice to the application of such penalties, the Supplier must adopt the measures it deems necessary to ensure the non-repetition thereof. However, ENEL may double the sanction in the event of a repeat offence. The following levels of penalties have been defined:

I : Severe.

II: Very Severe

III: Extremely Severe which will have a significant effect on Security, rating of the Vendor Rating system.

18.7.1. Administrative Penalties:

Those applicable for non-compliance with procedures or administrative rules framed within the Contract, the technical specifications of the services or the points detailed in the specific conditions. The following Administrative penalties have been defined:

DESCRIPTION	APPLICATION	PENALTY
A. PENALTIES FOR ADMINISTRATIVE NON-COMPLIANCES		
A1. Non-compliance with labour law-related obligations	For each case	III
A2. Unreported subcontracting and/or use of the management model known as "management contracts"	For each case	III
A3. Delay in the delivery of information or background requested by ENEL Peru, or lack of veracity thereof; which also authorises the suspension of payment of monthly invoicing	For each case	II
A4. Non-submission of communication of the beginning of works (planned) to the Municipalities	For each case	I
A5. Complaints, fines or reports filed by police, tax and municipal authorities	For each case	I
A6. Failure to renew the bonds and/or policies before their expiration	For each case	III

18.7.2. Operating Penalties:

Those applicable for non-compliance with SLAs defined for each service in aspects of quality, productivity, etc.

The following penalties have been established, which shall be deducted from the payments pending to the Supplier and applied according to the severity specified in the tables detailed below:

B. PENALTIES FOR OPERATIONAL NON-COMPLIANCES		
Operations		
B1. Non-compliance with each SLA referring to Average Response Times	By period evaluated	II
B2. Non-compliance with each SLA referring to Terms	By period evaluated	II
B3. Non-compliances of work procedures and standards (ENEL Peru, municipal, transit, OSINERGMIN, MINEM) or deficiencies in supervision, poorly completed or untimely repair of trails, dumping of cuttings.	For each case	II
B4. Failure to attend a previously coordinated and notified work	For each case	II
B5. Failure to clean or deficient cleaning in the work area during and after the work	For each case	I
Quality of the work done		
B6. Non-compliance of each SLA referring to Quality	By period evaluated	II
B7. Service or work rejected by applying the PCT 001 of ENEL Peru	For each case	II
B8. Use of inappropriate material	For each case	I
Infrastructure and equipment		
B9. Differences in inventory	For each case	III
B10. Vehicle suspended, in poor condition or with negative comments	For each case	I
Personnel		
B12. Loss of material or equipment delivered into their care	For each case	II
B13. Uniform and/or work equipment missing, in poor condition, frayed or broken, or poorly presented	For each case	I
B14. Lack of suitability, qualifications or probity of the assigned personnel	For each case	II

18.7.3. Penalties.

The penalties shall be applied according to type I, II or III non-compliances indicated in said section and for the amounts specified therein.

Without prejudice to the right to terminate the Contract, and to claim damages including consequential damages, in connection with any non-compliance including those mentioned above, ENEL shall be entitled (at its sole discretion) to impose the penalties set out below, upon notification to the Supplier by registered letter with acknowledgement of receipt:

- a) 1 UIT (Peruvian Taxation Unit) for each non-compliance qualified as "SERIOUS" - I.
- b) 2 UIT for each non-compliance qualified as "VERY SERIOUS" - II.
- c) 5 UIT for each non-compliance qualified as "EXTREMELY SERIOUS" - III.

If the non-compliances mentioned in sections a), b) and c) should cause accidents or personal injury, ENEL reserves the right to impose (at its sole discretion) an additional penalty of up to 2% of the total value of the Contract and, in any case, not less than 5 UIT.

19. FINANCIAL GUARANTEE.

19.1. Guarantee mechanisms acceptable at ENEL's discretion.

19.1.1. Guarantee letter.

19.1.1.1. Document issued in favour of ENEL (Beneficiary) by a first-rate Peruvian Bank, which has the minimum rating of CP1 for short-term obligations; A, Global Financial Strength; and AA, Long-term Bonds; duly authorised to issue bank bonds in the Republic of Peru, with offices in Lima. Any letter of guarantee issued on behalf of the Supplier in connection with the Contract must be irrevocable, unconditional, joint and several and of immediate execution, without the right of excussion, and must cite the subject matter of the Contract, if possible its date of execution, and must also expressly indicate the obligations guaranteed. In the event of non-compliance with the Supplier's obligations guaranteed by a letter of guarantee, ENEL may, at its discretion, execute all or part of the letter of guarantee. In the event of partial performance, and in the event of continued performance of the Contract, the Supplier shall reinstate the guarantee within a period not to exceed seven (7) business days.

19.1.1.2 The guarantee letter for the faithful, complete and timely performance shall contain the description: "*In order to guarantee the faithful, complete and timely fulfilment of all the obligations assumed by the Supplier in the Contract _____ (describe the object), entered into on _____ (if possible indicate the date of execution of the Contract) as irrevocable, unconditional, joint and several and of immediate execution, without the right of excussion*", by virtue of which the bank undertakes to pay the beneficiary the amount of the guarantee, against the sole request of the beneficiary.

19.1.2. Retention of invoicing.

19.1.2.1. ENEL, at its discretion, may use as a guarantee the retention of the Supplier's invoice instead of the bond letter, without prejudice to the fact that the guarantees indicated in numeral 19.2 below shall be constituted by the Supplier by means of guarantee letters.

19.1.2.2. In the event ENEL verifies any breach of guaranteed obligations, ENEL shall notify the Supplier giving the Supplier not less than three (3) calendar days to remedy the non-compliance. In the event that the Supplier fails to remedy the non-compliance within the period granted, ENEL shall be entitled, at its discretion, to enforce the warranty in whole or in part.

19.2. Subject to guarantee.

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

19.2.1.1. In the case of Service Contracts, the Provider shall provide up to 30 (thirty) days after the signing of the Contract or acceptance of the Order to proceed, a Guarantee, in favour of ENEL an amount equivalent to 10% of the annual amount awarded and with an annual term renewable annually during the period of validity of the Contract.

19.2.1.2. In addition, the last renewal shall exceed twelve (12) calendar months after the expiry of the term established in the Contract or its respective extension addenda.

19.2.1.3. In the case of materials and equipment, the guarantee shall be 10% of the amount of the Contract, for a period between the conclusion of the Contract or the acceptance of the Order to proceed by the Supplier until the receipt of materials and equipment.

19.2.2. Guarantee of compliance with labour and provisional obligations for Contracts involving Labour Intermediation services, this is an additional guarantee to the one defined in the previous numeral.

In the case of labour intermediation service Contracts, the Supplier shall provide a guarantee for compliance with labor and provisional obligations, up to 30 (thirty) days after the signing of the Contract, for an amount equal to the value of the monthly payroll of the personnel assigned to the service and with an annual validity and the last renewal shall exceed in twelve (12) calendar months at the expiry of the term established in the Contract or their respective extension addenda.

19.2.3. Guarantee for quality of materials and equipment.

The Supplier must provide a Guarantee in favour of ENEL, for an amount equivalent to 10% of the amount of the Contract and with a validity of two years from the delivery of the equipment.

19.3. Application of guarantee methods.

19.3.1. In the event that the Supplier does not constitute the defined guarantee, ENEL may withhold its invoicing up to the amount of the guarantee agreed upon by the Parties, without prejudice to the contractual remedies that ENEL is empowered to apply.

19.3.2. The Supplier agrees to notify in writing, and request confirmation of coverage, the financial institution backing its warranties when any modifications occur to the terms and conditions of the Contract and/or Purchase Order. The Supplier has thirty (30) days following the signing of the amendment to the Contract when it shall deliver the certificate of approval of the amendment issued by the financial institution. In the event that the guarantee method is retention, the values must also be revised, according to alterations.

19.4. Return of guarantees:

19.4.1. The quotation reliability guarantee will be returned up to 15 (fifteen) days after the signing of the Contract, once requested in writing by the Supplier, after ENEL has carried out the applicable discounts and checks.

19.4.2. In the case of Contracts for services and works, the guarantee of fulfilment of the Contract and fulfilment of labour and provisional obligations, will be returned when requested in writing by the Supplier, 12 (twelve) months after the end of the Contract and once ENEL has carried out the appropriate discounts and checks.

20. INSURANCE.

20.1. The Supplier assumes full responsibility for any injury or damage caused to persons - including its subcontractors and third parties - or property as a result of activities related to the Contract and undertakes to carry out, at its own expense, an adequate contracting of insurance, depending on the risk and considering insurance companies of recognised prestige and solvency throughout the duration of the Contract, for:

20.2. The loss or damage that may be caused to the materials and equipment covered by the Contract during their preparation, loading and transport up to the time and place of delivery to ENEL, the Supplier assuming full responsibility for any damage caused to its own goods or equipment. The same obligation is assumed by the Supplier with respect to the materials and equipment provided by ENEL for the execution of works related to the Contract, from the moment they are made available to the Supplier or its subcontractor until they are returned to ENEL.

20.3. Liability for damages that may arise, for itself or for its personnel or subcontractors, to persons or property of ENEL and/or third parties, derived from the execution of the activities contemplated in the Contract, with ENEL always being excluded from any responsibility for any cause attributable to the Supplier.

20.4. Civil liability insurance with sufficient limits at the discretion of ENEL, depending on the risk, to cover claims for material damage, personal and/or adverse economic effects that may be caused to ENEL or third parties, arising from a defect or malfunction of the material or equipment attributable to the Supplier.

20.5. If the Contract foresees the deposit of the materials in ENEL's facilities, the Supplier shall be obliged to take, in addition to the insurance mentioned above, the insurance for theft and other damages that the material deposited may suffer during the duration of the Contract.

a. The above policies should state that, where applicable, the insurance company shall indemnify ENEL directly, for which it will be included as an "additional insured".

b. The limits of the insurance policy must cover damages for which claims have been received during the term of performance of the Contract and/or the following warranty period.

c. Insurance policies must expressly include the insurer's waiver of its right to have recourse against ENEL without exception.

20.6. It is understood that the existence, validity and effectiveness of the insurance policies referred to in this clause are essential conditions for ENEL and, therefore, if the Supplier is unable to demonstrate insurance coverage at all times, ENEL may terminate the Contract, without prejudice to its right to be compensated for other damages.

20.7. If, in ENEL's opinion, the Supplier's insurance coverage is not sufficient to cover the risk, both in the delivery of materials or equipment and in the execution of the work or service covered in the Contract, the Supplier undertakes to review and modify it, in accordance with ENEL's requirements.

20.8. Similarly, the Supplier is obliged to enter into on its own account and with insurance companies of recognised prestige and solvency, any other type of compulsory insurance that may be required by the applicable legislation.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

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

22. CONFIDENTIALITY.

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

23. PERSONAL DATA PROCESSING.

23.1. In the event that for the execution of the Contract, the Supplier should access personal data included in data banks owned by ENEL, it must comply with the provisions of Law No. 29733 - Law on Protection of Personal Data and its amendments, and the provisions of this clause shall apply. In any case, it will be ENEL, as holder of the databases, which shall decide on the purpose, content and processing use of the data, with THE CONTRACTOR being limited to use of the data, only and exclusively, for the purposes of the provision of services object of this Contract.

23.2. Databases containing personal data to which the Supplier has access as a consequence of the provision of services, are the exclusive property of ENEL, also extending this ownership to whatsoever preparations, evaluations, segmentations or similar processes that, in relation to them, the Supplier may perform, in accordance with the services that are agreed in this Contract, with the Supplier declaring that they are confidential for all purposes and therefore subject to the strictest professional secrecy, even after the provision of services is complete.

23.3. The Supplier is constituted, for the purposes of the Contract, as the Data Processor in accordance with the current regulations for the protection of personal data, and undertakes to comply with its obligations as such, and this provision of data by ENEL is not considered a transfer of personal data for the purposes of Law No. 29733 - Law on Protection of Personal Data.

23.4. The Supplier, as the Data Processor, is obliged to comply with the provisions of Law No. 29733 - on the Protection of Personal Data and its Regulations approved by Supreme Decree 003-2013-JUS, and in particular, specifically undertakes to:

- a. Safeguard the personal data to which it has access as result of the provision of services, by adopting the necessary legal, technical and organisational measures, and in particular those laid down in Article 9 of the Law No. 29733, Article 10 of its regulations approved by Supreme Decree No. 003-2013-JUS, and other implementing provisions, to ensure the security of personal data and prevent its unauthorised alteration, loss, processing or access, taking into account the state of technology, the nature of the data and the risks to which they are exposed, whether they come from human action or the physical or natural environment. The measures shall include, but are not limited to, hardware, software, recovery procedures, backup copies and data extracted from personal data in the form of on-screen or printed displays.
- b. Use or apply personal data, exclusively, for the performance of the services agreed and, where appropriate, in accordance with the instructions given by ENEL, the owner of the data banks containing the personal data.
- c. Not to communicate or transfer them, not even for their retention, to other people, nor the similar formulations, evaluations or processes mentioned above, nor to duplicate or reproduce all or part of the information, results or relationships regarding the same.
- d. In the event that for the provision of the service it is necessary to carry out any international transfer of data, the Supplier undertakes to inform ENEL previously and sufficiently in advance so that the latter may request the corresponding authorisations, without which the Supplier shall not be able to make such transfers.
- e. Ensure that personal data to which they may have access are processed only by those employees whose intervention is necessary to perform the provision of services. The Supplier shall communicate to these employees the security measures to be applied and the duty of secrecy and confidentiality that they must have regarding these, even once the provision of services has ended.
- f. Allow controls and audits that ENEL reasonably intends to perform for the purpose of compliance with the provision of services.
- g. Once the provision of services has been completed, the Supplier must return within a period of fifteen (15) calendar days the personal data to ENEL as well as the media or documents in which they appear, without keeping any copy. In the event that with the personal data provided by ENEL, the Supplier has created a database in order to comply with the purpose of this Contract, it must be destroyed.

23.5. Without prejudice to the provisions of letter (c) of number 23.4 above, in the event that ENEL should authorise the subcontracting of certain services in favour of third parties, which in turn entails that these third parties should have access to personal data affected by this section, the Supplier undertakes, prior to said subcontracting, to sign a contract jointly with the Parties and the subcontractors whereby the latter expressly accept the position of Data Processor on behalf of the owner of the data bank, with the same provisions as those contained in this section, as well as all obligations derived from the data protection regulations and those which are specific to their status as Data Processors as a result of the content of the Contract.

23.6. In the event of a non-compliance by the Supplier, including its employees, of its obligations as established in the Contract or those derived from the applicable legislation on data protection, the Supplier shall be considered responsible for the processing, and shall specifically assume the total liability that could ensue for ENEL, the owner of the data banks or Data Controller, as a consequence of any type of sanction imposed by judicial or administrative proceedings against ENEL.

In accordance with the provisions of the preceding paragraph, the Supplier undertakes to hold ENEL harmless from any claim that may be filed (especially in the case of the opening of any type of file by the National Authority for the Protection of Personal Data) for its non-compliance, as the Data Processor, from the legislation on protection of personal data, and agrees to pay any amounts to which ENEL may be condemned by way of sanction, fine, indemnity, damages, prejudice and interest for the aforementioned non-compliance.

23.7. Confidentiality of Personal Data.

23.7.1. Given that for the execution of the Contract, the Supplier and ENEL could have access personal data included in the data banks of their respective ownership, they must comply with the provisions of Law No. 29733 - on Protection of Personal Data and its Regulations approved by Supreme Decree 003-2013-JUS on the duty of secrecy and confidentiality. For this reason, the Supplier and ENEL must limit themselves to using said data solely and exclusively for the purposes that may follow from the rendering of services covered by this Contract.

23.7.2. The Supplier and ENEL must maintain the duty of secrecy and confidentiality, over personal data that may have become known during the execution of the Contract, including after the termination of the contractual relationship and indefinitely; with the exception of those cases in which the law requires the disclosure of the same.

24. VENDOR RATING.

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

25. GLOBAL COMPACT.

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

26. CODE OF ETHICS.
26.1. General considerations.

The ENEL Group, in the management of its business activities and relations with third parties, complies with the provisions of the "General Principles for the Prevention of Criminal Risks". The Supplier, in the management of its business and relations with third parties, undertakes to comply with said principles or other equivalent ones.

These principles, as well as the rest of the Code of Ethics are available at the website www.enel.com.

26.2. Conflict of interest.

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

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

26.2.2. The Supplier (if it is a legal person¹), upon signing the Contract, declares:

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

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

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

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

26.3. Ethical Integrity Clause.

- a) With the presentation of the quotation and/or the acceptance of the Contract, the Bidder/Supplier² declares that:
- takes note of the commitments made by ENEL S.p.A. and by the Companies that it controls directly or indirectly (hereinafter "ENEL"), in the Code of Ethics, the Zero Tolerance Plan regarding Corruption (ZTC), the Human Rights Policy, in order to respect the equivalent principles in the conduct of its business and in the management of relationships with third parties;
 - ³is not aware of the initiation of any criminal proceedings for tax crimes, crimes against public administration, crimes against property, crimes against individual freedom, public order, environmental crimes;
 - ⁴to not be subject to any criminal investigations in relation to any act, issue, criminal or illegal conduct that could constitute tax-related crimes, crimes against the public administration, crimes against assets, crimes against the individual liberty, public order, environmental crimes;
 - they take note and authorise that - for the purposes of evaluating the professional conduct of the declarant and of the Company involved, in accordance with the second and third sections mentioned above - ENEL shall also acquire more information autonomously, in order to evaluate the truthfulness of the statements made, in consideration of the necessary existence of fiduciary obligations with the Company involved.
- b) The Bidder/Supplier undertakes to inform immediately and provide all pertinent documentation to ENEL:
- 1) In the event of being aware of the initiation of the criminal proceedings referred to in the second section of the foregoing letter a);
 - 2) In the event of the initiation of a criminal investigation referred to in the third section of the foregoing letter a).

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

26.4. Compliance with Standards of Ethical Conduct, Anti-Corruption and Prevention of Money Laundering and Financing of Terrorism

26.4.1. In connection with the performance of obligations under the Contract, the Supplier agrees and warrants the following:

- a) It has not and will not infringe the laws in force against money laundering, financing of terrorism, corruption and its regulations, as well as ENEL's directives and guidelines, which are published in the following link: <https://globalprocurement.enel.com/es/documentos/a201611-useful-documents.html>
- b) It has not performed, and undertakes not to perform or participate in the following conduct: making payments or value transfers, quotations, promises or granting any economic or other advantage, solicitations, agreements to receive or accept any economic or other advantage, whether directly or indirectly, which has the purpose, effect, acceptance or acquiescence of public or commercial bribery or any other unlawful or improper means of obtaining or retaining a business, a commercial advantage or the improper performance of any function or activity.
- c) Knowing and agreeing that the above obligations extend to its officers, employees, members, agents, representatives, shareholders, partners, directors, executives, lawyers, consultants, suppliers or subcontractors and personnel in general that may be used for the performance of their obligations under this Commitment.
- d) The Supplier has policies and procedures designed to prevent the existence of money laundering, terrorism, bribery or corruption in the execution of this Contract, which must be complied with by its officers, employees, members, agents, representatives, shareholders, partners, directors, executives, lawyers, advisors, suppliers or subcontractors and personnel in general that may be used in the execution of this Contract.
- e) The Supplier declares that none of its companies or subsidiaries or principal shareholders or related companies, of a non-exhaustive or enumerative nature, are investigated and/or related to activities relating to criminal organisations, money laundering, financing of terrorism, corruption of officials, unlawful appropriation, financial fraud, tax fraud, tax evasion and avoidance. Likewise, the Supplier reaffirms the legality of the funds and their financial flows, pointing out that they are the product of lawful activities and are protected under Peruvian law.

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

³ For him/herself and for the people indicated in point 3.

⁴ For him/herself and for the people indicated in point 3.

26.4.2. In addition, the Supplier declares that it has suitable means for the prevention of money laundering and financing of terrorism and shall take the necessary steps to carry out the necessary verifications in order to avoid the entry and exit of resources coming from activities related to money laundering and financing of terrorism.

26.4.3. In the event that the Supplier becomes aware of the occurrence of any of these illicit acts that could impact ENEL in any way, giving rise to criminal, civil or reputational liability, it must immediately inform ENEL of this fact; without prejudice to taking all necessary measures to avoid or mitigate these effects.

26.4.4. Likewise, the Supplier undertakes to provide ENEL with all the information it requires within the framework of internal investigations, whether these are merely preventive or when investigating facts constituting a crime, whether these investigations are of a systematic or random nature.

26.4.5. Likewise, the Supplier expressly undertakes to provide ENEL with the truthful and verifiable information that the latter requires in order to comply with the regulations set forth in this clause.

26.4.6. In the event that the Supplier does not comply with the obligations stipulated in this clause or is immersed in an investigation process and/or is syndicated for the activities described in this clause, ENEL shall have the power to terminate this Contract in accordance with Article 1430 of the Civil Code, without this generating any compensating item in favour of the Supplier, without prejudice to the payment of fines and sanctions imposed directly derived from this type of non-compliance.

27. REPRESENTATIONS AND WARRANTIES.

27.1 At the date of execution of the Contract, each Party represents and warrants the following:

- (a) That it is a validly established and existing company in accordance with the laws of the Republic of Peru or of the country in which it is incorporated, and that it has all the permits, authorisations, licenses, powers and rights required to (i) carry out its activities and operations; (ii) conduct their business; (iii) have properties; and, (iv) assume and perform the obligations under the Contract.
- (b) That the conclusion and execution of the Contract are included in its corporate purpose, have been duly authorised by the corresponding corporate bodies and do not infringe or contravene (i) its bylaws; (ii) law, decree, regulation or any other legal norm; (iii) any order, judgment, award or decision, whether by a judge or by a judicial, arbitral or administrative tribunal, or of a regulatory or administrative body, which is applicable to it and which has been communicated or notified to it; or, (iv) any contract, promise, instrument or commitment.
- (c) Does not require any authorisation or approval from governmental authorities to enter into and perform the Contract; or if you do require such authorisations or approvals, they have already been issued and notified to you.
- (d) That the terms and conditions of the Contract are valid and enforceable.
- (e) That it is not in breach of any rule, contract, judgment, award or order which generates or is reasonably likely to generate a "material adverse effect". For these purposes, such effect is that caused by an event that adversely and substantially (i) impacts the financial and/or economic condition, operations, business, properties of the Supplier; (ii) ENEL's rights or remedies under this Agreement; or, (iii) the legality, currency, validity or enforceability of the Supplier's obligations under this Contract.
- (f) That it is not aware of any judicial, arbitral or administrative action, claim or proceeding against it that affects or may affect the validity, effectiveness or performance of the Contract.
- (g) That no information or document given to the other Party in the negotiation of the Contract contains any falsehood or inaccuracy or omits any information leading to such Party.
- (h) That it substantially complies with labour and tax laws relating to the obligations assumed under the Contract.
- (i) That it has the technical, economic and financial capacity to assume and comply with the obligations derived from the Contract and from each Complementary Contract.

27.2 Without prejudice to the provisions of the preceding numeral, at the date of execution of this Contract, the Supplier declares and guarantees that it has the financial, technical, material and human resources, as well as the equipment and technology sufficient to perform each of the activities and tasks that make up its services under the Contract.

27.3 The Parties hereby certify that the representations and warranties contained in the foregoing paragraphs are true, truthful, timely and accurate. The Parties acknowledge that the truthfulness and accuracy of such representations and warranties is a determining cause for the conclusion of the Contract.

28. AUDITS.

28.1 ENEL shall have the right to audit the Supplier to determine the following:

- a) The conditions under which the Supplier provides the service.
- b) The facilities and resources with which the Supplier provides the service.

- c) The licences of the Supplier.
- d) The Supplier's compliance with the conditions set forth in the Contract.
- e) The corporate, labour, tax, legal, economic and financial situation of the Supplier.

28.1 The audits carried out by ENEL shall be subject to applicable confidentiality rules.

28.2 For the purposes of the provisions of the preceding section, the Supplier shall give ENEL access to the facilities, systems, information and documentation used exclusively by the Supplier to provide the services.

28.3. ENEL shall notify the Supplier of its decision to initiate the audit process five (5) calendar days in advance.

28.4. The Supplier is obliged to cause ENEL to have the same rights to audit the Supplier's subcontractors.

28.5. In order to carry out the audits, ENEL shall have access to the facilities used by the Supplier for the provision of the service.

29. APPLICABLE LAW AND CONFLICT RESOLUTION.

29.1 The Contract and all matters that may arise between the Parties in relation or connection with it shall be governed exclusively by a procedure conducted in accordance with the provisions of this clause and, insofar as it is not specifically stipulated by Peruvian law, to which the Supplier and ENEL expressly submit.

29.2. All conflicts and disputes (each one, a "Dispute") that may arise between the Parties regarding the interpretation, execution, compliance and any aspect related to the existence, validity or termination of the Contract, shall be resolved in direct dealings between the Parties within a term of thirty (30) calendar days from the date on which one Party communicates to the other, in writing, the existence of a Dispute ("the Direct Negotiation Period").

29.3. In the event that the Parties do not resolve the respective Dispute within the Direct Negotiation Period, this shall be submitted to legal arbitration through a procedure processed in accordance with the provisions of this clause and, in whatsoever is not specifically stipulated in the same, in the Arbitration Regulations ("the Regulations") of the Centre for Arbitration of the Chamber of Commerce of Lima ("the Centre"), with Legislative Decree No. 1071 governing arbitration or whichever law may replace it. The application of the Centre's Regulations does not entail submitting the arbitration to the administration of the Centre, as it is agreed that the arbitration shall be *ad-hoc*, conducted by the arbitrator or the arbitration tribunal, as the case may be.

29.4. Disputes of a value of less than or equal to US\$50,000.00 (fifty thousand and 00/100 US dollars) shall be settled by legal arbitration conducted by one (1) sole arbitrator ("the Arbitrator"), who shall be designated by mutual agreement by the Parties, subject to the rules of the Centre, in accordance with the provisions of the previous number. In this regard, if there is no agreement between the Parties regarding the appointment of the Arbitrator, the rules of the Centre's Regulations shall apply for the purposes of their appointment.

29.5. Disputes in excess of US\$50,000.00 (fifty thousand and 00/100 US dollars) shall be settled by an arbitral tribunal consisting of three (3) members. Each Party shall appoint one (1) arbitrator within a maximum period of fifteen (15) days counted from the request for arbitration or its response, as appropriate. The third arbitrator, who in turn shall act as chairman of the arbitral tribunal, shall be appointed by agreement of the two (2) arbitrators appointed by the Parties within a term of thirty (30) days counted from the appointment of the last arbitrator. In the event that one Party does not comply with appointing the applicable arbitrator within the period stipulated in this clause, such arbitrator shall be appointed, at the request of either party, by the Centre. In the event that the two arbitrators appointed by the Parties do not designate the third arbitrator within the period indicated above, the appointment shall be made, at the request of any of the Parties or the arbitrators appointed by the Centre.

29.6. The arbitration shall take place in the city of Lima (Peru) and shall be conducted in Spanish.

29.7. The arbitration award issued and duly notified shall be final, may not be appealed, shall have the value of *res judicata* and shall be effective and mandatory as from its notification to the Parties. The Parties, in the broadest manner permitted by applicable laws, waive any appeal against the arbitral award, except for the remedy of annulment of the award provided for in Legislative Decree No. 1071, governing arbitration, or any law that may replace it.

29.8. A prerequisite for the admissibility of the motion for annulment and for the suspension of the effects of the award is the constitution of a bank guarantee which is joint and several and unconditional in favour of the successful Party, for the guarantee amount that is set by the arbitrator or the court arbitration in the same award.

29.9. If the appeal for annulment is dismissed, the Party that did not file the appeal shall be entitled to execute the guarantees granted in its favour.

29.10 The fees of the arbitrator and the arbitral tribunal and the office expenses of both shall be determined by the arbitrator or arbitral tribunal, as applicable, having as a limit those established by the Centre for the arbitrations administered by said institution, in accordance with the Table of Tariffs approved by said institution which is in force on the date of commencement of the arbitration, having as its limit the amounts of fees and administrative expenses provided for in the Arbitration Price List of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevos Soles).

29.11. For the purpose of determining the secretarial fees and expenses, the amount of the Dispute shall be determined based on the economic valuation of the impact invoked by the objector.

29.12. When dealing with matters that are not quantifiable in money, the arbitrator or the arbitral tribunal shall set their fees according to the complexity of the matter, having as a limit the amounts of fees and administrative expenses foreseen in the Arbitration Fee Schedule of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevos Soles).

29.13. Expenses incurred by the Parties as a result of the arbitration shall be borne by the unsuccessful Party.

29.14. Without prejudice to the foregoing, the Parties submit the ruling of the Disputes that were unable to be settled by arbitration to the jurisdiction and competence of the Judges and Tribunals of the Judicial District of Lima, waiving in advance the jurisdiction of their places of residence.

29.15. While the outcome of any arbitration conducted in accordance with this clause is pending, the Parties shall be bound to continue to comply with their respective obligations under the Contract.

29.16. For any intervention by ordinary judges and courts that may be necessary pursuant to Legislative Decree No. 107, the Parties expressly submit themselves to the jurisdiction of the judges and courts of the Judicial District of Lima.