

The present "APPENDIX VI - PORTUGAL" applies to agreements for the acquisition of materials, equipment, goods, services and structures subject to Portuguese legislation and drawn up between companies of the ENEL Group and the Contracting Party.

CONTENTS

1.	SCOPE OF APPLICATION	2
2.	DEFINITIONS	2
3.	LANGUAGE	2
4.	FORMALIZATION	2
5.	INTERPRETATION AND PREVALENCE	2
6.	COMMUNICATION.....	2
7.	ECONOMIC TERMS AND CONDITIONS	3
8.	TAX	4
9.	PERFORMANCE	4
10.	ASSIGNMENT OF CONTRACT AND SUBCONTRACTING	6
11.	ASSIGNMENT OF RIGHTS AND CREDITS.....	6
12.	OBLIGATIONS OF THE CONTRACTING PARTY	6
13.	LIABILITY OF THE CONTRACTING PARTY	6
14.	GUARANTEE PERIOD.....	7
15.	PENALTIES	7
16.	SUSPENSION, RESCISSION AND RESOLUTION	8
17.	FORCE MAJEURE.....	8
18.	LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS	8
19.	PERFORMANCE BOND	11
20.	INSURANCE	11
21.	INDUSTRIAL AND INTELLECTUAL PROPERTY.....	11
22.	CONFIDENTIALITY.....	11
23.	PERSONAL DATA PROCESSING.....	11
24.	CLASSIFICATION OF SUPPLIERS (VENDOR RATING)	14
25.	GLOBAL COMPACT	14
26.	CODE OF ETHICS	14
27.	JURISDICTION AND DISPUTES.....	15
	Annex 1.....	16
	Annex 2.....	17

1. SCOPE OF APPLICATION

The scope of application is given in the General section of the present General Conditions.

2. DEFINITIONS

- Certificate of handover of work and/or services:** Certificate listing the defects encountered in completed work or services and indicating the closing date for their correction by the Contracting Party.
- Delivery slip:** A document containing a list of the goods supplied and attesting to their delivery.
- Authorization for shipment:** A document issued by ENEL, authorizing the Contracting Party to proceed to the shipment of all or part of the equipment or materials addressed by the Contract.
- Shipping notice:** A document issued by the Contracting Party after all agreed formalities have been completed, informing ENEL that all or part of the equipment or materials addressed by the Contract have been shipped.
- Agreed quality:** An agreement between ENEL and the Contracting Party whereby the latter undertakes to meet the quality levels previously agreed upon by the Parties.
- Letter of intent or order to proceed:** A non-mandatory agreement containing a list of undertakings which may or may not be formalized in a Contract.
- Inspector:** The person or body appointed by ENEL to carry out inspection duties during any phase in the performance of the Contract.
- Request for proposal:** A document with which ENEL requests a proposal. It will be included in the Technical Specifications and Commercial and Legal Specifications, of which the present General Conditions are a part.
- Quality control plan:** A document issued by the Contracting Party and specifying the processes, procedures and associated resources mobilized in pursuit of the requirements of the Contract.
- Inspections schedule:** A document issued by the Contracting Party and approved by ENEL, indicating the various inspections, trials, tests and exams to be conducted.
- Acceptance at source:** A procedure under which the obligatory trials and tests for the acceptance of the material are conducted in the presence of ENEL engineers or the person/entity designated by the latter, on the premises of the Contracting Party, its subcontractor or another entity agreed upon by the Parties.
- Acceptance by protocol:** Review of the test protocols for the obligatory tests carried out by the Contracting Party, via which the engineers of ENEL or the person/entity authorized by the latter approve the shipment of the materials or decide to order confirmation of the results contained in the test protocols at Acceptance at Source.
- Quality assurance system:** A system establishing the requirements which the Contracting Party must meet for the full and efficient performance of the Contract.

3. LANGUAGE

The original version, "Anexo VI Portugal", of the present document is written in Portuguese.

4. FORMALIZATION

Requirements on formalization are given in the General section of the present General Conditions.

5. INTERPRETATION AND PREVALENCE

5.1. All of the matters addressed by the present Appendix are governed primarily by the terms and conditions set down in the various sections of the Appendix, and secondarily by the terms and conditions established in the corresponding sections of the General section of the present General Conditions.

5.2. The previous paragraph does not apply to matters the Appendix explicitly states to be subject to the terms and conditions provided in the corresponding section of the General section of the present General Conditions.

6. COMMUNICATION

The form of communication is given in the General section of the present General Conditions.

7. ECONOMIC TERMS AND CONDITIONS**7.1. Price**

7.1.1. Unless expressly provided otherwise, the Contract price includes at least the following items for the performance of work or services:

- Direct and indirect labour
- Machinery and associated personnel
- Amortization of machinery
- Permanent and fungible materials
- Transportation of personnel, materials and resources to and from the workplace
- Installation and authorization of services
- Maintenance costs
- General expenses and industrial benefit
- Taxes, duties and levies due by law.
- Expenses incurred by the Contracting Party in scheduling, approvals and testing, inspection of materials and supervision of performance, tests, acceptance procedures and other reviews.
- Full performance of all units in conformity with the Technical Specifications and other contract documents.
- Construction, demolition and removal of temporary structures, security installations and storage areas and actions taken in compliance with the legislation on the prevention of risks and accidents in the workplace.
- Costs of performance bond, insurance and other security, as applicable.

7.1.2. Prices will be broken down by price of services, price of materials and taxes due under applicable legislation.

7.1.3. The Contracting Party shall be liable for additional costs incurred for transportation, consignments and other expenses deriving from non-compliance with the delivery and shipping conditions established in the Contract.

7.1.4. Materials, equipment and work not included in the Contract shall not be paid for if not previously proposed by the Contracting Party, in writing, with express indication of the price, and accepted by a duly-empowered representative of ENEL, also in writing.

7.1.5. The Contracting Party is obliged to accept extensions, reductions and changes to the scope of the Contract, at the agreed prices, on condition that the new prices do not jointly represent an increase or reduction of more than 20% of the value of the Contract. In this event, the new delivery time will be established by common accord of the Parties, with the Contracting Party submitting a duly-justified proposal.

7.1.6. If the extensions, reduction or changes proposed and justified by ENEL jointly represent an increase or reduction of more than 20% of the value of the Contract, the Contracting Party may accept or reject them, although in the latter case ENEL shall then have the right to terminate the Contract.

7.2. Modification of prices

7.2.1. In cases where a job lot not included in the Contract's schedule of prices must be carried out, the corresponding price shall be jointly determined by ENEL and the Contracting Party, with the latter submitting a duly-justified proposal in this regard, calculated on the basis of the costing of other similar lots for which a unit price is quoted.

7.2.2. The jointly-determined price shall be negotiated independently of the performance of the job lot to which it relates, with the Contracting Party obliged to carry out the work immediately it receives the order to do so from ENEL.

7.2.3. Where the Parties are unable to negotiate a price or in cases where ENEL considers it necessary, the price shall be determined in accordance with the schedules included by the Contracting Party in its proposal, which must contain the same items as those listed in clause 7.1.1.

7.2.4. The performance of work contracted under the mechanism provided in point 7.2.3 above is subject to the issue of a written job order by ENEL.

7.2.5. Personnel costs shall include the tools appropriate to each trade, and equipment for protection, safety and the correct performance of work.

7.2.6. Additional costs for transport, per diem allowances or retainers for the Contracting Party's personnel shall not be permitted.

7.3. Invoicing

7.3.1. The following items must be quoted separately in each invoice:

- a) Jobs contracted under the mechanism provided in point 7.2.3 above and performed in addition to the work addressed by the Contract.
- b) Previously-invoiced increments in application of the price review formulas provided by the Contract. In this case, justification for the values of the indexes applied and details of the corresponding review formula must be included.

7.3.2. In the event an invoice is lost, the Contracting Party may issue a copy on condition it is equivalent to the original and bears the inscription "Copy issued in replacement of lost original".

7.3.3. Unless otherwise stipulated in the Contract, all invoices and the applicable supporting documents must be sent to the following address:

ENDESA GENERACIÓN PORTUGAL, S.A.

Quinta da Fonte, Edifício D. Manuel I, Piso 0, Ala B

2770-203 Paço d'Arcos

7.4. Conditions of payment

7.4.1. Subject to the prior verification by ENEL of compliance with the contractual conditions, invoices received will be paid by the closing date indicated in the special conditions of the Contract, in accordance with applicable legislation.

7.4.2. In the event of delay in payment by ENEL for reasons solely imputable to the latter, the Contracting Party shall receive an additional sum in the form of interest on arrears, in accordance with the applicable legislation.

7.4.3. All payments made before Provisional Acceptance, in the terms stipulated by the Contract, are considered payments under the final price. If no guarantee on the faithful compliance with the Contract has been presented, for each payment the Contracting Party must submit to ENEL an economic guarantee, which meets the requirements of the present General Conditions, as a guarantee of payment.

8. TAX

Tax conditions are addressed in the General section of the present General Conditions.

9. PERFORMANCE**9.1. General provisions**

The terms of performance of the present Contract are given in the General section of the present General Conditions.

9.2. Inspections, tests and trials

9.2.1. ENEL may inspect the materials and equipment covered by the Contract at any moment during their manufacturing process, and may inspect the performance of contracted works and services, including the materials used by the Contracting Party. This inspection may be conducted by employees of ENEL or by the persons/bodies designated by the latter, in the construction sites, offices, factories, workshops or warehouses of the Contracting Party or its subcontractors. The inspectors of ENEL shall be given free and unimpeded access to the aforementioned installations.

9.2.2. Without prejudice to the above provisions, and in Contracts providing accordingly, trials and tests will be performed in full compliance with the Inspections Schedule drawn up by the Contracting party and approved by ENEL.

9.3. Quality control

9.3.1. Quality control includes all actions, activities and procedures necessary for obtaining a sufficient degree of confidence that the materials, equipment, work or service addressed by the Contract comply with the conditions imposed by ENEL and by the respective technical standards where applicable.

9.3.2. The Contracting Party holds sole responsibility for quality control, regardless of the inspections and tests conducted/required by ENEL using its own resources or the resources of a third party. These tests shall have no effect on the full and exclusive responsibility of the Contracting Party.

9.3.3. Before the contracted manufacturing process, work or service begins, the Contracting Party shall submit for the approval of ENEL, at the request of the latter, a Quality Control Plan (compliant with ISO 10.005 or equivalent) including the Inspections Schedule and an account of the applicable operations and procedures.

9.3.4. ENEL may formulate objections to the submitted Quality Control Plan within 15 (fifteen) working days, on condition it has good grounds for doing so, and the Contracting Party shall undertake to modify it using reasonable care, making the necessary corrections in light of the objections made by ENEL.

9.3.5. During the performance of the Contract, the Contracting Party shall comply in the strictest terms with the provisions of its Quality Assurance System and Quality Control Plan as approved by ENEL, with the latter reserving the right to conduct the audits necessary for demonstrating compliance.

9.3.6. On completion of the Contract, the Contracting Party shall submit for the approval of ENEL a final Quality Control report prepared in accordance with the provisions of the Contract and the approved Quality Control Plan.

9.3.7. ENEL may demand that the Contracting Party deposit the technical documentation necessary for the manufacture of the materials and equipment addressed by the Contract with a notary. This documentation will be available to ENEL, which may use it in the event it wishes to discontinue the manufacture of a product or withdraw it from its catalogue, or in situations where the Contracting Party or its subcontractors or suppliers is/are subject to joint claims from creditors.

9.3.8. Compliance with the present conditions on quality control does not under any circumstances release the Contracting Party from its liability in regard to incorrect performance of the Contract.

9.4. **Conditions of delivery and reception**

9.4.1. General

If the Contract does not specify a completion date but only indicates a period for performance or delivery, this period begins on the signing of the Contract or the date of issue of the Letter of Intent or Order to Proceed.

9.4.2. Materials and/or equipment

9.4.2.1. With each delivery, the Contracting Party must accompany all final technical documentation with the test protocols established in the Contract Specifications and, where required, in the applicable technical standards.

9.4.2.2. In addition to providing the aforementioned documents, the Contracting Party must also, where requested to do so by ENEL, certify that the design, raw materials, materials, brands and types of components are identical to those which obtained type approval, where applicable.

9.4.2.3. To effect deliveries, the Contracting Party must send a shipping notice to the ENEL interlocutor or reception officer with the required degree of notice, indicating the following data:

- Contract reference number.
- Number of packages sent, with indication of the material contained in each. The final package of a contracted number must be indicated accordingly.
- Information on the means of transport used and/or the
- carrier company, with indication of the name and telephone number of a contact person.
- The date and place where the equipment or materials are made available.

The Contracting Party undertakes immediately to inform ENEL of any circumstances which alter the agreed delivery conditions.

9.4.2.4. For materials and equipment subject to quality control, and unless agreed to the contrary, the Contracting Party shall not proceed to their dispatch until it is in possession of the obligatory Authorization for Shipment after the Acceptance by Protocol or Acceptance at Source issued by ENEL. Supplies covered by a Quality Agreement regime are excluded from this requirement. However, should the Contracting Party proceed to shipment nevertheless, it shall be liable for all attendant expenses.

9.4.2.5. Except where agreed otherwise in the Contract, materials and equipment will be shipped DDP (Incoterms CCI 2010) to the destination indicated in the Contract. Terms such as delivery, property, insurance etc. shall be interpreted in accordance with Incoterm, except where provided to the contrary by the Contract.

9.4.2.6. Without prejudice to whether the delivery date is considered to be met, ENEL reserves the right to postpone the shipment or dispatch of materials or equipment. The Contracting Party shall bear the storage and insurance costs for the month following the agreed delivery date. If the shipment date is postponed for a further period, the Parties shall agree on the compensation necessary for meeting additional storage and insurance costs.

9.4.2.7. Once ENEL has received the material or equipment, a Certificate of Provisional Acceptance shall be issued, signed by both Parties and either attesting to the satisfactory outcome of the final inspections and tests or noting the circumstances in which the observed defects are to be eliminated or corrected. The Certificate of Provisional Acceptance must be drawn up no later than eight (8) consecutive days after the date on which either party requests it, and in compliance with all contractual conditions.

9.4.2.8. Where no final inspections or tests or trials are required, the Contracting Party's handover of the materials and equipment will be formalized by the conformity agreement of ENEL and the reception of the materials and equipment.

9.4.3. Work and/or services

9.4.3.1. Once the Guarantee Period has elapsed, the Contracting Party shall notify ENEL of its expiry and request Final Acceptance. On receiving such a request and where applicable, ENEL shall notify the Contracting Party of the date set for Final Acceptance, which must occur no later than 30 (thirty) days after the reception of ENEL's notification.

9.4.3.2. On the mutually agreed day of Final Acceptance, and in the presence of the Contracting Party, the contracted work or service shall be inspected to verify whether it meets the required conditions, with the necessary tests carried out.

9.4.3.3. The management of the designated works or services shall be fully responsible before the Contracting Party.

9.5. Transfer of property and risk**9.5.1. Materials and/or equipment**

The Contracting Party shall be held liable for hidden manufacturing defects or faults during the Guarantee Period and until expiry of the period indicated by applicable legislation, in addition to the liabilities of a legal or other nature which may derive therefrom.

9.5.2. Work and/or services

The Contracting Party shall be held liable for hidden manufacturing defects or faults during the Guarantee Period and until expiry of the period indicated by applicable legislation, in addition to the liabilities of a legal or other nature which may derive therefrom.

10. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING

10.1. Under no circumstances shall legal relations be held to exist between ENEL and subcontractors or licensees. The Contracting Party remains in all cases liable for the activities of the aforementioned subcontractors and licensees, and for compliance with the contractual, legal and fiscal obligations deriving from the performance of its work; and for the losses and damages caused to ENEL by a subcontractor or licensee, or its agents, consultants or employees.

10.2. ENEL shall not be held liable in regard to subcontractors or licensees or their personnel for claims deriving directly or indirectly from the Contract, in light of which the Contracting Party undertakes and promises ENEL to do everything in its power to prevent such claims from being filed and/or actioned. Consequently, the Contracting Party shall be liable before ENEL and fully exempts the latter from responsibility in judicial or extrajudicial actions or procedures filed against ENEL by a subcontractor or licensee or its personnel. The above exemption covers the amount ENEL is requested to pay, plus the expenses and costs, of any nature, incurred by ENEL as a consequence of the claim. Non-compliance by the Contracting Party with the provisions of this paragraph shall be considered a serious violation which entitles ENEL to terminate the Contract due to violation by the Contracting Party, without prejudice to other legal recourses at the disposal of ENEL.

10.3. In the event of assignment of the Contract or subcontracting, the Contracting Party undertakes to obtain from licensees or subcontractors their prior acceptance of its obligations before ENEL deriving from all contractual, legal, labour-related, confidentiality-related and safety-related conditions; the respective comprobatory documents must be presented.

10.4. Under the provisions given above, ENEL may at any time inspect and oversee the work or manufacturing process of licensees or subcontractors and monitor their compliance with their obligations. Subcontractors and licensees must cooperate with ENEL in every aspect (documents, reports, unimpeded access to its factories, workshops and premises etc.).

10.5. ENEL reserves the right to reject subcontractors or licensees it does not wish to retain during the course of work.

11. ASSIGNMENT OF RIGHTS AND CREDITS

ENEL may, on condition it notifies the Contracting Party accordingly, assign its accounts receivable and payable under this Contract to another company in the ENEL Group.

12. OBLIGATIONS OF THE CONTRACTING PARTY

The obligations of the Contracting Party are set down in the General section of the present General Conditions.

13. LIABILITY OF THE CONTRACTING PARTY

The liability of the Contracting Party is set down in the General section of the General Conditions.

14. GUARANTEE PERIOD

14.1. The guarantee period starts on the day the Certificate of Provisional Acceptance is signed. During the guarantee period, the Contracting Party must correct all defects in the work.

The guarantee period varies in accordance with the type of defect, as described below:

- a) 5 years, in the case of construction work;
- b) 2 years, in the case of defects relating to equipment integrated in the structure but detachable therefrom.

14.2. If the Certificate of Provisional Acceptance has not been signed, the Guarantee Period shall commence with the acceptance by ENEL of the delivery of the material, or the Contracting Party's notification of completion of work and submission of documentation to ENEL for the processing of the administrative authorization for commissioning to begin, as applicable.

14.3. If the Guarantee Period expires before at least 6 (six) months have elapsed since the entry into operation of the principal ENEL installation to which it applies or which the Contract addresses, the Guarantee Period shall be automatically extended until the aforementioned 6 (six) months have elapsed, except where the material or equipment supplied by the Contracting Party has been repaired or replaced, in which case it shall be guaranteed for a period equal to the initial Guarantee Period. In no circumstances may this entail additional costs for ENEL.

14.4. Once the Guarantee Period has expired and Final Acceptance has been declared, ENEL may, for its own benefit, acting directly or through third parties, freely modify or alter the material or equipment addressed by the Contract, or the structures built or installations assembled, including those protected by licence, patent or other form of industrial property in favour of the Contracting Party, and in all cases preserving due confidentiality.

15. PENALTIES

15.1. Without prejudice to point 16.3 in the body text of the present General Conditions on the resolution of the Contract for reasons for which the Contracting Party is held liable, infringements by the latter in relation to delivery dates and partial and final performance times, and other infringements expressly provided for by the Contract or the present General Conditions, shall entail the application by ENEL of a strictly non-compensatory penalty.

15.2. Unless specified to the contrary, the penalty for arrears shall be 1.5% of the total Contract value for each week of delay during the first four weeks, and 4% of the total Contract value for each week of delay from the fifth week onwards.

15.3. If during the guarantee period ENEL no longer has the contracted materials and equipment, completed structure or assembled installations at its disposal due to the occurrence or detection of defects, failures or breakdowns, for reasons for which ENEL cannot be held liable, or due to deficiencies in performance or the work necessary for correcting such deficiencies, in compliance with the Guaranteed Commitment, the Contracting Party shall incur the penalty established for such effects in the Contract, or, where not contractually provided for, a penalty of 0.1% of the total value of the Contract for each consecutive day of unavailability for use.

15.4. The sum of penalties may not exceed 15% of the total value of the Contract. If this value is exceeded, ENEL shall apply the penalty and shall be entitled to resolve the Contract under the terms of the applicable legislation.

15.5. The application of penalties shall not deprive ENEL of the right to additionally hold the Contracting Party liable for all additional costs and charges it is obliged to disburse/pay to third parties as a direct consequence of delay or infringement.

15.6. The application of the penalties provided for by the Contract does not release the Contracting Party from its obligation to correctly comply with the Contract in its every aspect. Consequently, the Contracting Party is obliged to eliminate the technical defects encountered; to pay the penalties due; to make up, at its own expense, for missed deadlines and to replace materials and equipment, and to repeat or re-do, as appropriate, the work and services covered by the Contract, at the request of ENEL.

15.7. The procedure for the collection of penalties deriving from the Contract is as indicated in this section.

- a) ENEL shall notify the Contracting Party in writing of penalties it has to pay, indicating their value. The Contracting Party shall have fifteen (15) consecutive days from the date of notification to submit any representation in its defence.
- b) On expiry of this period, or in the event ENEL rejects the aforementioned representation, the Contracting Party must deduct from its invoice the amount corresponding to the penalty applied. In the event it fails to make the aforementioned deduction, the constituted performance bonds shall be redeemed to the corresponding quantity or attempts shall be made to recover the sum by any other method countenanced by the Contract, by law or by the present General Conditions, with compensation for losses and damages payable to ENEL remaining unchanged.
- c) Once the performance bond is redeemed, the Contracting Party shall be obliged to reconstitute the bond to the same value as before redemption, as described in item 19.
- d) Pending the reconstitution of the bond, ENEL shall retain the residual amount resulting from the difference between the total value of the bond and the value of the penalty.

- e) In the event the initial bond is insufficient to cover the penalty sum, ENEL shall adjust pending payments to the extent necessary for covering the total value of the penalties, without prejudice to the need to reconstitute the bond as described above.

16. SUSPENSION, RESCISSION AND RESOLUTION

Suspension, rescission and resolution are addressed in the General section of the General Conditions.

17. FORCE MAJEURE.

The rules regarding force majeure are given in the General section of the General Conditions.

18. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

18.1 The Contracting Party shall comply with applicable legal, labour and contractual requirements, and with the Social Security provisions relating to the jobs for which it is responsible.

- To this effect, ENEL shall oversee compliance with the obligations provided herein, and shall provide the Contracting Party with the respective comprobatory documents. The present appendix lists all the documents to be submitted by the vendor at the times indicated, and in accordance with the criteria established by ENEL.
- All required documents must be sent to ENEL preferably by telematic means, via a computer system designated for this purpose, so that in the event of the aforementioned telematic means cannot be used or in the event of circumstances which so require, only alternative means of transmission which provide a reliable proof of reception can be used.
- The Contracting Party also undertakes to provide ENEL with monthly statistics on the activity performed under the contractual relationship.

18.2 Legal and labour-related obligations

A. Documents to be submitted by the Contracting Party together with its proposal:

1. Photocopy of CORPORATE TAX NUMBER (NIPC)/EXTRACT FROM REGISTER OF COMPANIES AND MEMORANDUM OF ASSOCIATION, for corporate entities, or taxpayer identification number (NIF), for natural persons.
2. DOCUMENT ATTESTING TO the implementation of ISO 9000 or ISO 14000 quality system, as applicable.
3. DOCUMENT ATTESTING TO holdership of industrial or intellectual property rights, as applicable.
4. CERTIFICATE declaring the non-existence of SOCIAL SECURITY debts, issued by the latter.
5. CERTIFICATE attesting to the bidder's regular situation in regard to payment of all TAXES AND FISCAL DUTIES to which it is liable by virtue of its corporate configuration and business activities, including Corporation Tax (IRC), issued by the Portuguese tax authorities.
6. THIRD-PARTY AND CIVIL LIABILITY INSURANCE

The above documents must be submitted by the bidder along with its proposal, except where it has recently participated in another competitive tendering process for ENEL which is still in effect and complies with the requirements of the new tendering process. In this event it shall not be necessary to resend the documents, although bidders should quote the reference of the tendering process under which they previously submitted the aforementioned documents to ENEL.

Similarly, if the Contracting Party has already sent the documents via any medium made available by ENEL for this purpose, it shall not be necessary to do so again, although in this case the bidder should indicate the medium used.

B. Recruitment via temporary employment agencies

Where work is contracted via temporary employment agencies, the latter must submit the following documents along with their offers and the documents indicated above:

1. Licence to operate as a temporary employment agency
2. Proof of regular payment in regard to obligations to the Portuguese tax and social security authorities.
3. Proof of placement of performance bond, as required under applicable law.

APPENDIX VI - PORTUGAL

C. Documents to be submitted before the Contract is signed:

1. A valid power of attorney on behalf of the person or persons signing in the name or on behalf of the Contracting Party. ENEL shall retain a photocopy of the power of attorney.
2. DOCUMENTS attesting to the bidder's possession of the corresponding ADMINISTRATIVE AUTHORIZATIONS or LICENCES, where required for the activity contracted with ENEL.
3. Document attesting to occupational insurance taken out with a professional association or with Social Security, as necessary, and vehicle insurance data, as applicable.
4. PERMIT to carry out CONSTRUCTION work or PROOF OF REGISTRATION WITH THE INSTITUTO DA CONSTRUÇÃO E DO IMOBILIÁRIO (INCI), for contracts involving construction work.
5. Designation of the Contracting Party's officer in charge of liaison with the principal company.

The above documents must be submitted by the bidder along with its proposal, except where it has recently participated in another competitive tendering process for ENEL which is still in effect and complies with the requirements of the new tendering process. In this event it shall not be necessary to resend the documents, although bidders should quote the reference of the tendering process under which they previously submitted the aforementioned documents to ENEL.

Similarly, if the Contracting Party has already sent the documents via any medium made available by ENEL for this purpose, it shall not be necessary to do so again, although in this case the bidder should indicate the medium used.

D. Documents to be submitted by the Contracting Party after the signing of the Contract and before performance of the work:

1. A specific prevention plan for the contracted work or service, addressing: general and specific risks, risk assessment, protective measures (collective and individual), prevention schedule for the work to be performed and sequence of work.
2. Designation of the Contracting Party's prevention officer.
3. A list containing the names of employees of the Contracting Party providing services in the performance of the Contract, indicating their occupational category, tax number, social security number, type and duration of employment contract, and employees subject to especially hazardous conditions as provided in the Labour Code and corresponding legislation.
4. Proof that the aforementioned employees were registered with Portuguese social security on the date work began.
5. Residency permit, work permit, permit of stay or other document for employees who are not citizens of a European Union member state.
6. Proof of adequate training in Health, Safety and Hygiene in the Workplace (HSHW) in relation to the occupation in question and the exercise of hazardous work, in accordance with applicable legislation.
7. Proof that employees have been issued with personal protective equipment as and when required for the task to be performed.
8. Medical certificate attesting to fitness to perform the task in question.
9. A report containing the necessary information on the general and specific risks present in the place where the task is to be performed, and proof that the information has been transmitted to employees.
10. Proof that employees and the Autoridade para as Condições de Trabalho (ACT - Authority for Working Conditions) have been issued with information relative to HSHW, in accordance with the provisions of the Labour Code.
11. Designation of the Contracting Party's interlocutor or representative vis-à-vis ENEL.
12. Indication of the Contracting Party's employee designated as HSHW officer.
13. Record of work and Social Security inspections.
14. Certificate attesting to the reception of sufficient information of the general and specific risks present in the place where the task is to be performed, and certificate attesting to the transmission of this risk information to employees.
15. In the event of assignment or subcontracting, the comprobatory documentation must accompany the prior acceptance of the contractual conditions by the assignee or subcontractor, in accordance with the General Conditions.
16. The remaining documents required under the General Conditions and the present Appendix.

This documentation will be submitted to ENEL at least 24 hours before the contracted work begins, except for proof of Social Security registration, which may be submitted on the day work begins.

APPENDIX VI - PORTUGAL

ENEL or its representative in charge of the work or service shall expressly indicate to the Contracting Party the department or office to which it must submit the documentation.

E. Documentation which the Contracting Party must submit during the performance of the Contract.

Immediately:

1. Arrivals and departures of employees working on the Contract must be declared immediately after their arrival/departure, or on the following working day at the latest.
2. A copy of the declaration of commencement of trading activity filed with the ACT, where applicable.
3. Immediate notification of the ENEL interlocutor of accidents, incidents and risks via the Contracting Party's company.
4. For subcontractors, a document declaring that the subcontractor undertakes to meet all the obligations deriving from the Contract as if it was the principal Contracting Party.

Monthly The following information must be sent to the Joint Prevention Office of ENEL every month:

1. Total number of hours worked by the personnel of the Contracting Party and its subcontractors, per day and per week, with indication of the times they started and stopped working.
2. Total number of accidents (broken down by fatal and non-fatal accidents), and accidents sustained by the Contracting Party and its subcontractors in relation to the Contract.
3. Number of accidents and incidents related with power lines sustained by the Contracting Party and its subcontractors.
4. Number of accidents and incidents related with excavation and drilling-based extraction work sustained by the Contracting Party and its subcontractors.
5. Number of accidents and incidents related with gas or explosive products sustained by the Contracting Party and its subcontractors.
6. Number of accidents and incidents sustained by the Contracting Party and its subcontractors related with exposure to hazardous substances, i.e. biological agents, carcinogenic substances, use of asbestos, exposure to lead or other chemical agents or substances, ionizing radiation or noise.
7. Number of fatal accidents sustained by the Contracting Party or its subcontractors.
8. Total days of work lost by the Contracting Party or its subcontractors for any reason.

Quarterly

1. Proof of compliance with obligations relating to Portuguese Social Security declarations and contributions for the month previous to submission.
2. A declaration, where necessary, by the Contracting Party's legally-empowered representative certifying that its subcontractors are in compliance with their salary obligations towards their employees, their Portuguese Social Security declarations and contributions, and their duties in matters of HSHW, in accordance with applicable legislation.
3. Social Security pay slips of employees who have worked on the performance of the Contract.
4. A declaration attesting compliance with salary obligations towards the employees designated in the Contract, signed by the employees or their representatives.
5. Copies of the documentation required of the Contracting Party, referring to the subcontractor.

This documentation must be submitted to the ENEL installations where the contracted work is being carried out.

ENEL or its representative in charge of the work or service shall expressly indicate to the Contracting Party the department or office to which it must submit the documentation.

In the event the Contracting Party fails to provide the documentation listed above and/or fails to notify ENEL of the existence of the situations addressed in items 17.3.c) and 17.3.h) of the body text of the General Conditions, and such failure entails a financial obligation for ENEL, the latter may lawfully impute the financial obligation to third parties and/or suspend payments until the affected third parties or ENEL are compensated for the financial obligations of the Contracting Party, with ENEL entitled to make payments on behalf of the latter.

All documentation listed in the above paragraphs must preferably be sent to ENEL by telematic means, via computer transmission or a channel specially created for such a purpose. In the event the documents cannot be submitted telematically or where special circumstances so require, they may only be sent via a channel which offers sufficient proof of their reception.

18.3 Incompatibilities

18.3.1. The Contracting Party undertakes not to use, for the performance of the Contract, the services of employees whose employment contracts have expired for reasons of retirement or early retirement from ENEL companies, provided within the scope of a labour or commercial relationship, either personally or via an entity with which they maintain a working, commercial or property relationship, or via third parties, except where expressly authorized by ENEL.

18.3.2. Similarly, the managing director or controlling shareholder of the Contracting Party may not be an employee, an employee entering retirement or a retired employee of an ENEL company, except where expressly authorized by the latter.

18.3.3. Violation of any of the above commitments constitutes grounds for the resolution of the Contract.

19 PERFORMANCE BOND

19.1 At the request of ENEL, the Contracting Party undertakes prior to the issue of the first invoice to constitute a performance bond on behalf of ENEL, in the form of a first-demand bank guarantee (made out on the form included at the end of the present Appendix 1), subject to Portuguese law and valid for redemption in Portugal, underwritten by a Portuguese bank or financial institution of recognized solvency, or by its Portuguese branch if the bank or financial institution is foreign, to a minimum of 10% of the total value of the Contract and its amendments, extensions and additional entries, as security on its compliance with all the obligations deriving from the Contract, including the compensations and penalties for which it is held liable.

19.2 The bond constituted by the Contracting Party shall expire 30 (thirty) consecutive days after the end of the Guarantee Period or Final Acceptance, as applicable, and shall consequently be returned at the request of the Contracting Party once all pertinent checks and deductions have been made.

19.3 In the event the Contracting Party fails to deposit the bond in the required period, and without prejudice to other courses of action open to it, ENEL may opt to resolve the Contract or suspend its effects until the presentation of an equivalent surety by the Contracting Party. In all circumstances, ENEL shall be authorized to withhold delivery to the Contracting Party, until the latter meets its obligation to place the required sureties, of payments due to the Contracting Party to a maximum of 10% of the total value of the Contract, including payments due for price reviews, extensions and additional work, and without prejudice to the right to resolve the Contract.

20 INSURANCE

20.1 If the Contract provides for the consignment of materials to the Contracting Party on the premises of ENEL, the Contracting Party shall be obliged to take out, in addition to the insurance referred to in the corresponding section of the General section, insurance against theft and other risks to which the deposited material is exposed during the entire contractual period.

20.2 If in the estimation of ENEL the insurance policies taken out by the Contracting Party are not sufficient to cover exposure to risk both during the delivery of the material or equipment and during the performance of the work or services addressed by the Contract, the Contracting Party undertakes to review and modify its insurance in accordance with the conditions of the insurance market.

21 INDUSTRIAL AND INTELLECTUAL PROPERTY.

The rules on industrial and intellectual property are given in the General section of the present general Conditions.

22 CONFIDENTIALITY.

The rules on confidentiality are given in the General section of the present general Conditions.

23 PERSONAL DATA PROCESSING**23.1. Legal foundations, methods and purpose of processing**

All definitions given in the present Contract expressly refer to EU Regulation 2016/679/EU (hereinafter GDPR). In compliance with the provisions of GDPR and Law no. 67/98 of 26 October ("Protection of Personal Data") in its current version, the personal data reciprocally acquired during the award of the Contract and the data processed (i) for purposes related exclusively with the management and performance of the present Contract; (ii) for purposes of compliance with legal obligations or (iii) for purposes of promoting business services is processed automatically and in paper format.

This data will be stored during the lifetime of the Contract and after its expiry for a period not exceeding the limits indicated in applicable legislation.

The Parties agree on the following:

- The acquisition of all data occasionally requested for purposes of the award and performance of the Contract is an essential pre-requirement for the award of the Contract;
- Personal data which is acquired and processed may be transmitted to subsidiary or affiliate companies of ENEL S.p.A., and may not be communicated or disclosed to third parties except in the cases permitted by law. Additionally, personal data which is acquired and/or processed may also be transmitted to third parties appointed as processors, and to personnel in charge of checking and verifying all documents relating to the Contracting Party;
- If the Contracting Party is a natural person (and/or a related entity such as representative, manager etc.), it may exercise the rights established in articles 10-13 of the Protection of Personal Data Act and articles 15-21 of the GDPR in regard to the existence and processing of personal data;

The data controller is the client company of the ENEL Group, in the person of its legal representative (hereinafter ENEL).

- The data processor is the *pro tempore* director of the Global Procurement division of Enel Italia Srl, with registered office at viale Regina Margherita, 125, 00198 Rome.

23.2. Appointment as external processor.

23.2.1. Obligations of external processors

Under the present Contract and for the full duration of its validity, ENEL - as data controller - appoints the Contracting Party, under the terms of art. 16 of the current version of the Portuguese Protection of Personal Data Act, and under the terms of art. 28 of the GDPR, as processor during the performance of the present Contract. The Contracting Party undertakes to comply with all the obligations provided here and with all obligations deriving from law and the instructions issued by ENEL, which will monitor and verify compliance with such instructions.

In particular, in view of the fact that the Contracting Party, in light of its declared experience, capacities and reliability, has presented guarantees on the full compliance with the regulations on the protection of personal data, especially the new European requirements (GDPR), its obligations and responsibilities are defined as follows:

- a) It may only process personal data on the written instruction of ENEL, which specifies the type of personal data and the categories of data subjects;
- b) It must ensure that persons authorized to process personal data undertake to keep this data confidential and not to transmit it to third parties or to disclose news, information and personal data to which they are privy as part of their operations or in the performance of the Contract, except in situations where they are required to do so by law or have received prior authorization to do so from ENEL;
- c) It must guarantee that the persons responsible for processing data comply with the provisions of the applicable legislation and the instructions issued by ENEL;
- d) It must implement all of the security measures defined in art. 32 of the GDPR and all other preventive measures advisable in light of experience and recognized to be good practice, considered appropriate for preventing the illegal or prohibited processing of data, or the processing of data which is not in accord with the purpose of data processing as defined above. The Contracting Party must ensure an adequate level of cooperation in adopting the aforementioned security measures, and must immediately report cases of violation and conduct an impact assessment on data protection with the objective of guaranteeing the confidentiality and security of data and minimizing the risk of accidental loss or destruction of the data;
- e) It may not contract an additional processor without the prior written consent of ENEL;
- f) Every year, it must provide ENEL with a list of the places where the data processed under the present Contract is stored;
- g) It must not store data in, or transfer data to, a country or organization based outside of the European Union without the prior consent of ENEL, except where such action is required by the European Union or by national legislation. In this case, the Contracting Party must inform ENEL of the legal obligation in question, unless the law prohibits such information from being provided on the grounds of public interest;
- h) It must support ENEL with appropriate technical and organizational measures, taking into consideration the nature of data processing, with the objective of allowing ENEL to comply with its obligations regarding the rights of data subjects;
- i) It must help ENEL to meet the obligations provided in articles 32 to 36 of GDPR, taking into account the nature of the processing activity and the available information in the possession of the processor.
- j) It must keep a record of the processing activities conducted on behalf of ENEL pursuant to art. 30 of the GDPR, and must make this record available to ENEL on request in the event of the occurrence of any of the situations addressed by articles 33 and 34 of the GDPR. The record of processing activities must contain the following information:
 - The name and contact details of the data controllers;
 - Data processing categories;
 - Where applicable, the transfer of data outside of the EU;
 - A description of the technical and organizational security measures referred to in article 32 of the GDPR;

- Data protection impact assessment;
- k) At the request of ENEL, it must delete or return all personal data after performance of the services requiring data processing, and delete all existing copies (except in situations where European legislation or the legislation of the Member State in question requires the data to be conserved), giving ENEL proof of this fact;
- l) It must appoint a DPO in all the situations addressed by art. 37 of the GDPR, or where incontestably required to do so by ENEL, in the event the processing of data may constitute a threat to the rights and freedoms of natural persons;
- m) It must provide ENEL with all the information necessary for proving compliance with the obligations deriving from the GDPR and cooperate with inspections, including inspections conducted by ENEL or another entity acting on the latter's behalf and at its request;
- n) It must help ENEL comply with its consulting obligations deriving from the GDPR, and therefore must inform ENEL in reasonable time (24 hours) of violations of its information system or data violation events.

This notification must:

- i. Describe the nature of the violation of personal data, including the data categories and the approximate number of data subjects affected, and the data categories and approximate number of personal data records involved;
 - ii. Give the name and contact details of the Data Protection Officer or other contact details where more information can be obtained;
 - iii. Describe the probable consequences of the personal data violation;
 - iv. Describe the measures implemented or recommended by the Data Controller to resolve the personal data violation issue, including, where appropriate, measures for mitigating its possible adverse effects.
- o) It must permit ENEL to conduct periodical controls and inspections to ensure compliance with obligations.

23.2.2 Compensation and responsibility

23.2.2.1. Subjects who have sustained material or immaterial damage as a result of the violation of GDPR shall be entitled to receive compensation from the Data Controller, or Processor, for the damages sustained.

23.2.2.2. Without prejudice to the Contracting Party's liability to pay compensation as defined in the present Contract, under art. 82 of the GDPR the Contracting Party shall in all cases be held responsible for damages caused by data processing which is in breach of the present Contract and/or the legitimate instructions of ENEL. In the event the Contracting Party or its employees violate any of the data processing obligations defined in the present Contract or the GDPR, ENEL shall claim compensation which is appropriate and proportionate to the damage sustained.

23.2.2.3. ENEL or the Contracting Party shall be released from all liability in the event they can prove they have no responsibility in the situation which gave rise to the damage.

23.2.2.4. In the event ENEL or the Contracting Party pay the total of the compensation for the damage sustained, they may exercise their rights of contribution or recourse in regard to the other parties involved, in proportion to their degree of involvement and responsibility.

23.2.3 Validity

The appointment here provided shall remain in effect for the time necessary for the performance of the activities entrusted to ENEL, and shall automatically expire on the date the Contract expires.

23.2.4 Additional processors

23.2.4.1 Notwithstanding the provisions of art. 23.2.1, paragraph e), in the event the Contracting Party wishes to contract third parties external to its organization for the performance of the Contract, the aforementioned third parties must be designated as additional processors for the purposes of the provisions of article 28, paragraph 4 of the GDPR (hereinafter "additional processor(s)"). The Contracting Party must ensure the acceptance of this designation by the additional processors.

23.2.4.2. Additional processors must comply with all the obligations imposed by the present Contract on processors.

The Contracting Party must provide ENEL with a list of all additional processors (Appendix 2).

The Contracting Party declares that the additional processors shall process data in European countries or in countries which guarantee a suitable level of protection of personal data, in the terms of the latest applicable Commission decision on the date the present Contract is signed.

23.2.4.3. In the event an adequate level of personal data protection cannot be guaranteed, all parties must enter into the typical contractual clauses which, on the date the Contract is signed, are defined by the European Commission.

23.2.4.4 In the event the Contracting Party has good grounds for appointing additional processors other than those mentioned in the aforementioned list (Appendix 1), it must revise the list and inform ENEL in advance.

23.2.5 System administrators

23.2.5.1 As the employees of the Contracting Party and/or its additional processors may be authorized to act as "system administrators", the Contracting Party must provide ENEL, at its request, with a list of employees and/or additional

processors authorized and designated to act as “system administrators” and of all persons who may come to process personal data belonging to ENEL.

23.2.5.2 The Contracting Party undertakes to keep records of log-ins, log-outs and log-in attempts by its employees and/or the employees of its additional processors, where authorized, who have been designated as “system administrators” and who, acting in this capacity, may have modified the personal data controlled by ENEL, for a period of 6 months, and must submit these records to ENEL, in the format specified by the latter, no later than 3 days after reception of the written request to this effect.

23.2.5.3. The Parties agree that in the event the Contracting Party fails to comply with the obligations here provided, particularly those provided in points 23.2.1, 23.2.2, 23.2.3 and 23.2.4, ENEL shall be entitled to resolve the present Contract under the terms provided by art. 432 of the Portuguese Civil Code.

24 CLASSIFICATION OF SUPPLIERS (VENDOR RATING)

The rules for the classification of suppliers (vendor rating) are given in the General section of the present General Conditions.

25 GLOBAL COMPACT

The rules relative to the United Nations Global Compact are given in the General section of the present General Conditions.

26 CODE OF ETHICS

26.1. General provisions

The ENEL Group respects the "General Principles for the Prevention of Penalties" in its business activities and relations with third parties. The Contracting Party undertakes to comply with these or other equivalent principles in the management of its business activities and relations with third parties.

These Principles and the remaining requirements on ethical conduct can be found at www.ENEL.com.

26.2. Conflicts of interest

26.2.1 On its signing of the Contract, the Contracting Party (if a natural person) declares:

1. That he or she does not occupy a senior managerial post (director, senior manager with strategic responsibilities) in an ENEL Group company, and is not an employee of an ENEL Group company or of an auditor of the latter;
2. That he or she has no family members/relatives to the second remove/spouse from which he or she is not legally separated/concubine/husband/child of wife/husband related by consanguinity or affinity working in an ENEL Group company;
3. That neither the Contracting Party nor his/her family members (spouse from which he or she is not legally separated or immediate relatives) occupies or has occupied in the last 24 months a post in public administration or in an entity in charge of public services with a direct bearing on the activities pursued by an ENEL Group company (award of licences, supervisory activities etc.).

26.2.2 On its signing of the Contract, the Contracting Party (if a corporate entity¹) declares:

That to the best of its knowledge of its own corporate structure, no persons belonging to its boards of directors, management or auditors (including trust companies):

- a. Are members of the senior management or administration or auditing board or are executives occupying key positions in companies of the ENEL Group, or are relatives to the second remove, or are the spouses, partners, children of spouses or relatives or dependent persons (by kinship or marriage) of the aforementioned members.
- b. Are employees of companies of the ENEL Group, or are relatives to the second remove, or are the spouses, partners, children of spouses or relatives or dependent persons (by kinship or marriage) of the aforementioned employees.
- c. Occupy or have occupied in the last 24 months, or have a family member (spouse from which he or she is not legally separated or immediate relatives) who occupies or has occupied in the last 24 months a post in public administration or in an entity in charge of public services with direct relations with the activities pursued by an ENEL Group company (award of licences, supervisory activities etc.).

¹ Public entities, companies listed on the stock exchange, banking institutions and companies controlled by any of the latter are not bound by this declaration

The Contracting Party undertakes to inform ENEL of any subsequent change to the information declared before the signing of the Contract and occurring while its status as active Contracting Party remains.

26.3. Good reputation clause

On signing the Contract, the Contracting Party declares:

- a. That it is aware of the commitments it undertakes vis-à-vis ENEL S.p.A. and the companies directly or indirectly controlled by the latter (hereinafter "ENEL") and contained in the Code of Ethics, the Zero Tolerance Plan against corruption and the Human Rights Policy, and undertakes to respect equivalent principles in the pursuit of its business and in the management of its relations with third parties;
- b. That it is not the object of criminal proceedings for fiscal crimes, crimes against the public administration, crimes against property, crimes against personal freedom, crimes against public order, or crimes against the environment;
- c. That it is not the object of criminal investigation in relation to facts or matters related to, or in relation to illicit conduct which constitutes, fiscal crimes, crimes against the public administration, crimes against property, crimes against personal freedom, crimes against public order, or crimes against the environment;
- d. That for the purposes of the evaluation of its professional conduct pursuant to paragraphs b) and c), it knowingly authorizes ENEL to acquire more information, acting independently, at any moment, taking into account the necessary existence of duties of loyalty of the Contracting Party.

The Contracting Party undertakes to immediately inform ENEL and provide it with all relevant documentation:

- a. in the event it learns it is the object of criminal proceedings as referred to in item b) of the previous clause;
- b. in the event it learns it is the object of criminal investigation as referred to in item c) of the previous clause;

ENEL reserves the right to analyse, at its discretion, the information mentioned above for purposes of the evaluation of the professional conduct of the Contracting Party.

27 JURISDICTION AND DISPUTES

This Contract and all questions which may arise between the Parties in regard to it are exclusively governed by Portuguese law and the Portuguese courts, to whose authority the Contracting Party and ENEL expressly submit.

Annex 1

FIRST-DEMAND GUARANTEE FORM

The bank *, and on its behalf* and *, acting in the exercise of their powers, jointly guarantee by the present document, in terms as broad as legally admissible, to *, in regard to ENDESA GENERACION PORTUGAL, S.A., the sum of €* (* euros), in response to the obligations incumbent on* under contract no. *, entered into with ENDESA GENERACION PORTUGAL, S.A., on the date of *.

This surety takes the form of a first-demand bank guarantee under which the bank* undertakes to pay a sum to the maximum amount indicated above on the first written demand of ENDESA GENERACION PORTUGAL, S.A. This demand will be signed by a duly-empowered representative of ENDESA GENERACION PORTUGAL, S.A. and shall be presented to the branch of the bank* located in *.

The bank's obligation to pay* is autonomous and the bank expressly renounces its benefit of order, discussion and division, and undertakes to meet all demands for payment which ENDESA GENERACION PORTUGAL, S.A. presents in connection with this guarantee, submitting to the aforementioned company the sum it demands on the mere presentation by ENDESA GENERACION PORTUGAL, S.A. of a written demand made out in compliance with the conditions given in the preceding paragraph, without exception or exemption, including the opposition of* to the execution of this guarantee. ENDESA GENERACION PORTUGAL, S.A. shall notify* of demands for payment presented under this guarantee, indicating the cause and reason.

The present guarantee expires when *, with the bank* notified of this fact in a document jointly signed by ENDESA GENERACION PORTUGAL, S.A. and by *.

The underwriters of the present guarantee are authorized to represent and enter into obligations binding the bank *; the present is one of the operations which, under article* of the bank's articles of association, it is entitled to perform as belonging to its corporate remit.

The present guarantee was registered under number *.

Place, date

Annex 2

COMPANY	PRODUCT OR SERVICE	TYPE OR CATEGORY OF DATA PROCESSED	ADDRESS