

This “ANNEX XI - PANAMA” applies to contracts for the purchase of goods, supplies, services or works governed by the Panamanian legislation and concluded between any company of the ENEL Group and the Supplier.

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1. SCOPE.

This Annex XI - Panama forms an integral part of the General Part, as both of the documents constitute the General Terms of Contract. Therefore, any matter not covered by this Annex XI - Panama shall be governed by the provisions of the General Part.

This Annex XI - Panama is auxiliary to the General Terms of Contract and shall be governed by the construction set out in clause 5 of this Annex.

2. DEFINITIONS.

- Shipping Authorization:** Document issued by ENEL, which entitles the Supplier to ship, in full or in part, the equipment or material covered by the Contract.
- Dispatch Note:** Document issued by the Supplier after the completion of all the agreed procedures, informing ENEL that the equipment or material covered by the Contract has been shipped, in full or in part.
- Agreed Quality:** Agreement established between ENEL and the Supplier according to which the latter has a certain liability in relation to the purchase, ensuring a quality level previously agreed between the Parties.
- Notice to Proceed:** Notice by ENEL to the Supplier in which ENEL requires the Supplier to start the execution of all or part of the activities covered by the Contract, listed in the Notice to Proceed.
- Supplier's Guarantees:** Set of technical and commercial guarantees of the materials and equipment purchased and/or of the work or service contracted, in relation to which the Supplier expressly undertakes a commitment to compliance toward ENEL.
- Inspector:** Person or entity appointed by ENEL who carries out the inspection duties at any stage of execution of the Contract.
- Quality Control Plan:** Document issued by the Supplier, specifying the processes, procedures and associated resources that will be applied to fulfill the contractual requirements.
- Inspection Points Program:** Document issued by the Supplier and approved by ENEL, specifying the different inspections, tests, trials or examinations to be performed.
- Preliminary Acceptance:** Procedures providing for the performance of the required tests or trials of the material, in the presence of ENEL's technicians or of the relevant authorized person or entity, as well as of the facilities of the Supplier, of its subcontractors or of any other entity agreed between the Parties.
- Acceptance by Protocol** Review of the required test protocols, previously carried out by the Supplier, by means of which ENEL's technicians or the relevant authorized person or entity, approve the shipment of the material, or otherwise evaluate the results of such protocols for the Preliminary Acceptance.
- Quality Assurance System:** System establishing the requirements to be met by the Supplier for the effective and proper performance of the purpose of the Contract.

3. LANGUAGE.

This Annex has been drawn up in Spanish. For all the purposes, the Parties agree to use the Spanish version of the General Part. Notwithstanding the above, in case of inconsistencies, the provisions of the General Part shall prevail. The official version of the General Part is English.

4. FORMALIZATION.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

5. CONSTRUCTION AND HIERARCHY.

5.1. All the matters regulated by this Annex XI - Panama shall be governed firstly by the provisions contained herein, and secondarily by the provisions of the General Part of these General Terms and Conditions of Contract.

5.2. According to the provisions of the General Part of these General Terms and Conditions of Contract.

5.3. According to the provisions of the General Part of these General Terms and Conditions of Contract.

5.4. The Contract incorporates all the provisions and arrangements agreed between the Parties. If any of the provisions of the Contract and its annexes is held invalid, the other provisions shall not be affected and shall remain in full force and effect. The headings shall not limit, change or modify the meaning of this Contract.

5.5. Any of the provisions of the Contract shall be construed as establishing a strategic partnership or a consortium, a joint-venture association, partnership or any other type of civil or business company, de jure or de facto, between the Parties or any type of joint venture or other joint organization.

5.6. According to the provisions of the General Part of these General Terms and Conditions of Contract.

6. COMMUNICATIONS.

In case of changes of the addresses for the communications, the relevant Party shall inform the other Party and such change shall be effective after forty-eight (48) hours from the notice.

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

7.1.1 In all the cases, the Contract Price includes all the materials, services and works required to the performance of the purchase of materials, the service and/or the contracted work. Subject to the Contract Price adjustments expressly allowed therein, the Supplier shall investigate and comply with each and every condition or situation which affects or may affect the Contract Price (including, without limitation, the nature and the specifics of the work to be carried out, the location and the environmental conditions, the usual seismic and weather conditions of the site where the services and/or works will be performed, the presence of other contractors or subcontractors or other facilities in such site, the soil and subsoil conditions, the topographic conditions, the local practices, the codes, existing locations and facilities - if any -, the general work conditions in the site where the services and/or works will be performed and in other locations, access routes, surface conditions, rights and permits, etc.) and the Supplier has deemed that the Contract Price is consistent with such conditions and situations, and therefore the Supplier waive its right to file a claim for an increase of the Contract Price due to the aforementioned conditions or situations.

7.1.2 The prices shall be set out in the Contract, and nevertheless the Parties agree that:

- The Price includes the services and/or works required for their performance, as well as any applicable tax, the costs of financial guarantees, insurances and other guarantees.
- ENEL shall not pay for any material, equipment or work not included in the Contract if their execution has not been previously offered by the Supplier, in writing and expressly specifying the relevant price, and accepted, also in writing, by a duly authorized ENEL representative.
- The Supplier shall bear any additional freight, delivery and packaging cost and other expenses due to the failure to comply with the delivery and shipping terms set out in the Contract, unless otherwise provided in the Contract.

7.2. Price Change.

7.2.1 The prices are fixed and firm. The prices may be changed only if so stated in the Contract or if so required under the applicable law. In this latter case, it shall be proved: (i) that the modification is due to a change in the Legal System or a material change in the working conditions, occurred after the signature of the Contract, and causing an unfair enrichment of one of the Parties, (ii) that the change is due to extraordinary and unpredictable events, not attributable to the Parties, which create a hardship in relation to the agreed service and makes its performance too expensive or disastrous, (iii) that this situation was not foreseeable at the time of signing of the Contract, also for an experienced Supplier. The changes in the tax or social security legislation shall not constitute grounds for the application of this clause and, thus, no price change shall be allowed.

7.2.2 The damaged Party may require that within fifteen (15) business days from the request by the damaged Party, the other Party revises the terms of the Contract, and such Party shall prove in writing one of the events specified above. If the other Party deems that no Price adjustment is required, it shall inform the damaged Party and the Contract shall keep its normal course of action, notwithstanding that the damaged Party shall be entitled to start the termination process for inconsistency as provided in the Contract.

7.3. Invoicing.

7.3.1. The invoices shall not contain corrections or amendments and shall comply with all the tax requirements provided by the applicable law. ENEL may reject the invoices within ten (10) business days from the receipt of the relevant invoice. In this case, the Supplier shall submit again the invoices and the additional documents with the relevant changes.

The Parties shall keep full and accurate copies of the billing records, including the data acquisition, documents and presentations as well as all the invoices and the statements of account.

If ENEL objects to any item of the invoice and/or account statement of the Supplier, due to causes other than those specified above, ENEL may require the clarification of the invoice and/or statement of account.

- a) ENEL shall request the clarification to the Supplier in writing within ten (10) business days following the submission of the invoice, specifying in this document the amount to be clarified and the reasons why the payment has been denied.
- b) The Supplier shall reply to ENEL within ten (10) business days after the receipt of the notice specified in the previous paragraph and, if required, the Supplier undertakes to make any reasonable effort to obtain the information required to provide the clarification requested by ENEL.
- c) If the Supplier deems that the grounds at the basis of ENEL's refusal to pay are appropriate, the Supplier shall replace, within five (5) business days after the receipt of the clarification request, the invoice and/or statement of account with the relevant changes, specifying the new deadlines starting from the day of receipt of the new invoice.
- d) If the Supplier deems that the grounds underlying ENEL's refusal to pay are unfounded, the Supplier shall inform ENEL, within five (5) business days after receipt of the clarification request, specifying the reasons why the Supplier deems the request unfounded.
- e) If ENEL agrees with the notice mentioned in the previous paragraph, ENEL shall remit payment according to the terms of this clause. Otherwise, ENEL shall inform the Supplier, so that such request may be submitted immediately on the next business day and settled by the representatives of the Parties, or their designees.
- f) The representatives of the Parties or their designees, shall be made aware within ten (10) business days following its submission, of the grounds of the clarification request and they shall make their best effort to agree to the terms for the settlement of this clarification, and where no agreement may be reached, the inconsistencies shall be settled through the means set out in this Annex or in the Contract, and the Parties shall be entitled to require its fulfillment.

7.3.2 According to the provisions of the General Part of these General Terms and Conditions of Contract.

7.4 Payment terms

7.4.1 ENEL shall pay the invoices by bank transfer on the account specified by the Supplier in the Contract within thirty (30) business days from the date when ENEL receives: i) the invoice, ii) the supporting documentation of the invoice, if required and iii) the invoices have not been subject to clarification and/or correction and/or iv) the invoices have been settled or offset. In case of foreign payments, the relevant bank transfer fees shall be borne by the Supplier.

7.4.2 All the payments made before the provisional acceptance, in accordance with the provisions of the Contract, shall be considered as advance payments on the final price. If no guarantee of faithful compliance of the Contract has been provided, the Supplier, simultaneously with each of the possible payments, shall necessarily provide to ENEL a financial guarantee, complying with the requirements of the Contract, guaranteeing such payments.

7.5 Deferred payments.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

8. TAXES.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

9. EXECUTION.**9.1. Overview.**

According to the provisions of the General Part of these General Terms and Conditions of Contract.

9.2. Inspections, tests and assays

9.2.1 ENEL may inspect the contractual materials and equipment at any time during the manufacturing process, as well as the performance of the works or services contracted, including the materials and/or equipment used by the Supplier for their execution. Such inspection may be carried out by its own staff or by means of designated individuals or entities, at the work sites, offices, factories, workshops or warehouses of the Supplier or of its subcontractors, for which purpose ENEL inspectors shall be entitled to access the aforementioned facilities, and the Supplier shall be reasonably cooperative with them.

9.2.2 Notwithstanding the foregoing provisions, where provided by the relevant Contracts, the inspections or trials shall be carried out in line with the Inspection Point Program prepared by the Supplier and approved by ENEL.

9.3. Quality Control

9.3.1 The Quality Control includes any action, activity and procedure required to provide ENEL with reasonable confidence that the contractual material, equipment, work or service shall duly comply with the terms required by ENEL and, where applicable, with the relevant laws and technical standards.

9.3.2 The Supplier shall be solely responsible for the Quality Control, regardless of the controls and inspections performed or required by ENEL by its own means or through a third party. These tests shall not affect the full liability of the Supplier.

9.3.3 Before starting the manufacturing process, or the execution of the work or service contracted, the Supplier shall submit for approval, upon request of ENEL, a Quality Control Plan.

9.3.4 After the submission of the Quality Control Plan, ENEL may raise reasonable objections in relation to said Plan within fifteen (15) business days from the day after its date of submission to ENEL, on justified grounds, and the Supplier shall undertake to modify the Plan with due diligence, making the required corrections according to the objections raised by ENEL.

9.3.5 During the execution of the Contract, the Supplier shall strictly comply with the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out the required audits to verify their fulfillment.

9.3.6 Upon completion of the execution of the Contract, the Supplier shall submit for approval to ENEL a Quality Control final report, whose contents shall comply with the provisions of the Contract and of the Quality Control Plan approved.

9.3.7 The fulfillment of these Quality Control conditions shall not exempt the Supplier, under any circumstances, from its liability in case of improper performance of the Contract.

9.4. Terms of delivery and receipt**9.4.1. Overview.**

If no specific termination date has been provided in the Contract and only the execution or delivery date is established, they shall be effective as of one of the following dates, in the following order of preference: (i) date of the Notice to Proceed, (ii) inception date of the execution of the Contract, or (iii) date of signature of the Contract.

9.4.2. Materials and/or equipment.

9.4.2.1. With each delivery, the Supplier shall send all the final technical documentation and the test protocols certifying that the services, works, equipment or materials comply with the Specifications, the body of the Contract and, where applicable, with the relevant Technical Standards.

9.4.2.2. The Supplier, in addition to the aforesaid documents, shall certify, if required to do so by ENEL, that the design, the raw materials and the brand and type of the components are the same as those used in the approval stage, if applicable.

9.4.2.3. To perform the delivery, the Supplier shall send to ENEL, to the attention of the contact person or of the receiving manager specified in the Contract, within twenty-four (24) hours from the shipment, the Delivery Notice, indicating at least the following information:

- a. Contract reference number.
- b. Number of packages shipped, specifying their content. If they are the last of the deliveries contracted, this shall be clearly specified.
- c. information on the means of transport used and/or transport company, including the phone number of the contact person.
- d. Date and place of making the equipment or materials available to ENEL.

9.4.2.4. Likewise, the Supplier undertakes to promptly inform ENEL of any event modifying the delivery terms agreed.

9.4.2.5. In case of materials or equipment subject to Quality Control, and unless otherwise agreed, the Supplier shall not dispatch them until it receives the Shipping Authorization after the Acceptance by Protocol or the Preliminary Acceptance, issued by ENEL. This shall not apply to supplies subject to an Agreed Quality system. In such case, if the Supplier does not cancel the shipment, any cost related thereto shall be borne by the Supplier.

9.4.2.6. The delivery of the materials and equipment shall be made according to the INCOTERMS specified in the Contract.

9.4.2.7. ENEL reserves the right to postpone any shipment or dispatch of materials or equipment, without prejudice to the fact that the delivery date shall be considered as having been fulfilled. The Supplier shall remit payment of any storage and insurance cost during the month following the agreed delivery date. If the postponement of the shipment extends for more than one month, the Parties shall mutually establish the compensations due for the additional storage and insurance costs.

9.4.2.8. Once the material or equipment has been received by ENEL, a Provisional Acceptance Certificate shall be issued and signed by both Parties; such Certificate shall make reference to the satisfactory result of the tests or trials and final examinations, or shall specify the specific deficiencies detected to be remedied or corrected in relation thereto. The Provisional Acceptance Certificate shall be formalized within eight (8) calendar days from the date of its request by one of the Parties, provided that all the terms and activities under the Contract have been fulfilled.

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

9.4.2.10. Upon completion of the execution of the Contract, the Supplier shall submit for approval to ENEL a quality control final report, whose contents shall comply with the provisions of the Contract and of the Quality Control Plan approved.

9.4.3 Similar works and/or services.

9.4.3.1. The Supplier may request an extension of the remedy period granted by ENEL, notwithstanding that ENEL shall be entitled to refuse such extension.

9.4.3.2. After the expiry of the Warranty Period, the Supplier shall inform ENEL of the expiration of such period, requesting the issuance of the Final Acceptance Certificate. Upon receipt of the request, ENEL shall notify the Supplier of the date established for the final acceptance, which shall occur within thirty (30) calendar days from the receipt of the notification by ENEL.

9.4.3.3. On the date mutually agreed to perform the final acceptance, in the presence of the Supplier, the state of the work or service contracted and the check of the compliance with the relevant requirements shall be verified, performing the relevant tests.

9.4.3.4. The works or services shall be entirely managed and directed by the Supplier.

9.4.3.5. The Supplier shall obtain and send to ENEL the documents proving the successful completion of the works before the government authorities, according to the nature of the Contract.

9.5 Modification of the contractual terms.

Any modification of the contractual terms shall be made by annexing an appendix: The appendices shall be numbered consecutively. Each appendix shall clearly specify the clauses modified and the new wording agreed to by the Parties.

9.6 Transfer of ownership and risk.

9.6.1 Materials and/or equipment.

The Supplier shall be liable for any hidden fault or manufacturing defect, including during the Warranty Period and until the period specified by the applicable law, if longer, apart from the legal liabilities or other liabilities which may arise thereof.

9.6.2 Works and/or services

The Supplier shall be liable for any hidden fault or defect, including during the Warranty Period and until the period specified by the applicable law, if longer, apart from the legal liabilities or other liabilities which may arise thereof.

10. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

10.1. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignees and ENEL, and the Supplier shall always be liable for all the activities of such subcontractors or assignees, and for the fulfillment of their contractual, legal and tax obligations arising from the performance of the Contract, as well as for any damage caused to ENEL by any the employees of its subcontractors or assignees, agents.

ENEL shall not be liable before any subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Supplier undertakes before ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Supplier shall be liable before ENEL and shall indemnify ENEL from and against any judicial or extra-judicial action or proceedings initiated against ENEL by any employee of the subcontractor or assignee. Such indemnification shall cover both the amount payable by ENEL and the expenses or costs of any nature incurred by ENEL in connection to such claim. Any failure by the Supplier to comply with the provisions of this section shall be considered as a material breach, and shall entitle ENEL to terminate the Contract due to Supplier's default, without the need for any judicial declaration and without prejudice to any other legal remedy available to ENEL.

10.2 According to the provisions of the General Part of these General Terms and Conditions of Contract.

10.3 According to the provisions of the General Part of these General Terms and Conditions of Contract.

10.4 According to the provisions of the General Part of these General Terms and Conditions of Contract.

10.5 According to the provisions of the General Part of these General Terms and Conditions of Contract.

10.6 According to the provisions of the General Part of these General Terms and Conditions of Contract.

10.7 The Supplier shall assign the subcontracts specified by ENEL, if the Contract is terminated for causes attributable to the Supplier.

10.8 ENEL reserves the right to reasonably reject any subcontractor or assignee that, during the progress of the works, it does not deem suitable.

10.9 The subcontracts shall at least contain the following provisions:

- a) Ensure the performance of the work, for the part assigned according to the specifications and standards of the Contract.
- b) Allow ENEL to inspect their works in compliance with the provisions of the Contract;
- c) Ensure the fulfillment of labor and safety obligations provided by the Contract;
- d) Provide the required guarantees according to the relevant part of service, work or equipment;
- e) Require insurance policies proportionate to the risk of the part of service or work assigned;
- f) Ensure the prior acceptance of the subcontractor to an assignment of the subcontract to ENEL under the Contract;
- g) Prevent the total or partial subcontracting, except with the approval of the Supplier and ENEL;
- h) Ensure that the contractual relationship with the subcontractor is established only with the Supplier, and obtain the waiver by the subcontractor to any right to claim any service or payment directly from ENEL;
- i) Be bound by the restrictions of use of the confidential information according to the Contract.

10.10 The Supplier shall cooperate in good faith to meet the request of ENEL to include other clauses in the subcontracts, and adjust them according to the substantiated risks perceived by ENEL.

10.11. For each subcontract, the Supplier shall provide a notification to ENEL, confirming the inclusion of the provisions specified in this section.

11. ASSIGNMENT OF RIGHTS AND CREDITS.

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

12. SUPPLIER'S OBLIGATIONS.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

13. SUPPLIER'S LIABILITIES

According to the provisions of the General Part of these General Terms and Conditions of Contract.

14. SUPPLIER'S WARRANTIES.

14.1. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.2. The Warranty Period of the materials and equipment as well as of the contracted works or services is extended for the period set out in the Contract, or if no period is specified, for one (1) year from the date of the Provisional Acceptance Certificate, unless the legislation establishes a longer period, in which case the latter shall apply. In case of failure to issue the Provisional Acceptance Certificate, the year shall be considered from ENEL's approval for the delivery of the material and/or equipment, or from the notice of completion of the work or service contracted and delivery to ENEL of the documentation by the Supplier, so that the administrative authorization for the commissioning of the work may be processed, where applicable.

14.3. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.4. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.5. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.6. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.7. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.8. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.9. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.10. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.11. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.12. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.13. If the Warranty Period expires before six (6) months from the commissioning of ENEL's main facility to which the purpose of the Contract is intended or forming an integral part thereof, the Warranty Period shall be automatically extended until said period has elapsed, unless the materials or equipment provided by the Supplier were repaired or replaced, in which case they will be subject to a warranty period equal to the original Warranty Period, starting from the date of their repair or replacement. Under no circumstances this shall imply any higher cost for ENEL.

14.14. Upon expiry of the Warranty Period and after the Final Acceptance, ENEL may, for its own exclusive benefit, directly or through third parties, modify or alter the materials and equipment covered by the Contract or the works made or facilities assembled, even if they are protected by licenses, patents or other forms of industrial property in favor of the Supplier, provided that ENEL maintains due confidentiality at any time in consideration thereof.

15. PENALTIES

15.1 According to the provisions of the General Part of these General Terms and Conditions of Contract.

15.2 Unless otherwise agreed, the penalty shall be 1.5% of the total amount of the Contract for each calendar week of delay, during the first four weeks, and 4 % as of the fifth week.

15.3 If under the national legislation the penalties are considered as indemnification, they shall be considered as such only in relation to the relevant damage and not in relation to any other damage that may arise thereof, and ENEL shall be entitled to request compensation for the corresponding damages suffered.

15.4 The penalties for delay shall not exceed the 15 % of the total amount of the Contract. The right of ENEL to apply the penalties shall in no way limit its right to terminate the Contract for default.

15.5 The receipt of the payment for the penalties shall not prejudice ENEL's right to additionally charge to the Supplier any expense and surcharge that it may have to pay to third parties as a result of the delay.

15.6 If during the Warranty Period ENEL is denied access to or the use of the contractual materials or equipment, or of the works realized or the facilities assembled, due to their defect, malfunction or fault, not attributable to ENEL, or due to deficiencies in the performance of the remedy works required to correct them, in compliance with the Supplier's Warranties, the Supplier shall be subject to the penalty specifically set out in the Contract or, if no penalty has been established, in the amount of 0.1 % of the total amount of the Contract for each calendar day in which availability or use was denied.

15.7 The application of the penalties shall not exempt the Supplier from performing the Supplier's Guarantees to their full extent. Therefore, the Supplier shall remedy any technical deficiency detected, pay any penalty due, and replace the material and equipment, or remake or repeat, as applicable, the works or services covered by the Contract, upon ENEL request.

15.8 The procedure for the collection of any penalty under the Contract shall be made as follows:

- a) ENEL shall notify in writing to the Supplier the penalty due, specifying the relevant amount. The Supplier shall have fifteen (15) calendar days from the notice date to specify any element in its defense.
- b) Upon expiry of this period, and if ENEL refuses such arguments, ENEL shall deliver to the Supplier a debit note that shall apply to any outstanding invoice due to the Supplier, deducting the amount proportionally to the debit note. If it is not possible to deduct the amount of the penalty from an invoice, ENEL may enforce, in relation to the relevant amount, the financial guarantees established, or may arrange the collection through any other means allowed by the Contract, by the law or under these General Terms and Conditions, and all without prejudice to any compensation for damage due to ENEL.

After the enforcement of the Financial Guarantee, the Supplier shall re-establish the guarantee up to the amount available before the enforcement.

- d) If no deduction is applied, ENEL shall retain the remaining amount resulting from the total amount of the guarantee and the amount of the penalty.
- e) If the amount of the financial guarantee does not cover the amount of the penalties, ENEL shall compensate the pending payments to the extent required to cover the total amount of the penalties, and all without prejudice to the repayment of the guarantee by the Supplier, as specified above.

16. SUSPENSION AND TERMINATION OF THE CONTRACT.

- 16.1 According to the provisions of the General Part of these General Terms and Conditions of Contract.
- 16.2 According to the provisions of the General Part of these General Terms and Conditions of Contract.
- 16.3 According to the provisions of the General Part of these General Terms and Conditions of Contract.

17. FORCE MAJEURE.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

18. LABOR LAW OBLIGATIONS.

18.1 Overview.

18.1.1 The Parties agree that no employment or subordinate relationship exists nor shall exist between ENEL and the Supplier's personnel, nor vice versa, by virtue of the Contract. The Supplier or, as applicable, the employer of the personnel employed by the Supplier for the execution of this Contract, shall be responsible for all the legal obligations applicable to the employer of the personnel, including, without limitation, the payment of all wages and benefits to which the personnel is entitled under the terms of the applicable legislation, as well as all the social security contributions.

18.1.2 The Supplier shall be the only entity legally liable to ENEL for any labor-related claim filed by any member of the Supplier's personnel against ENEL. Each Party shall be liable in its capacity as employer in relation to: (i) the payment of wages; (ii) the payment of social security contributions and/or to any applicable social fund, in its country of domicile. Each of the Parties undertakes all the liabilities and/or obligations provided by the applicable labor law in relation to its employees, administrative personnel and members.

18.1.3 The Supplier agrees to hold ENEL harmless from any individual or collective action or claim, that its employees may file against ENEL, as well as to reimburse and indemnify ENEL for any amount that ENEL should be required to pay in relation to such labor claims, including the legal expenses.

18.1.4 In the event that ENEL receives a notification or claim from any employee of the Supplier, ENEL shall inform the Supplier in writing of the situation within two (2) business days from the acknowledgment of receipt of such notification or claim, attaching a copy thereof. ENEL may request the legal assistance required, at its own discretion, for the defense from any claim suffered, and shall be entitled to recover from the Supplier the legal expenses incurred for such defense. The Supplier undertakes to provide all the reasonable support and to provide ENEL any information and documents required for its defense.

18.1.5 The Supplier shall not be liable to ENEL if: (i) ENEL does not comply with the provisions of the previous paragraphs, or (ii) ENEL contracts any legal advisor for the defense of any claim filed against ENEL, in which case the defense costs, including attorneys' fees, shall be borne by ENEL.

18.1.6 The Supplier undertakes to comply with the local law in relation to the non-discrimination in the recruitment of personnel.

18.1.7 The Supplier undertakes to send, upon request by ENEL, documents proving the fulfillment of the following obligations:

- a) Proofs of the payment of wages, vacation time, bonuses and any other services applicable and due to the workers according to law;
- b) Proof of Social Security and Income Tax payments.

18.1.8 The Supplier shall sign the collective agreements with the Trade Unions applicable to the branch of industry to which it belongs according to its corporate purpose and ENEL may at any time require the delivery of the supporting documents of the fulfillment with the provisions of the Contract.

19. FINANCIAL GUARANTEE.

19.1 Upon request of ENEL, the Supplier shall establish, before the issuance of the first invoice, one or more first-demand payment financial guarantees in favor of ENEL (according to the form attached as an appendix to the Contract, subject to the local legislation and enforceable in the country concerned by this Annex), issued by a local Bank of recognized creditworthiness or by its local branch, if a foreign entity, subject to ENEL's preliminary acceptance for a minimum amount of 20 % of the total amount of the Contract (or any other amount expressly specified therein) to fulfill the performance of all the obligations arising from the Contract, including the applicable indemnifications or penalties.

19.2 If no other date is specified in the Contract, the guarantee(s) established by the Supplier shall be valid for thirty (30) calendar days after the expiry of the Warranty Period or, if applicable, of the Final Acceptance and, subsequently, it shall be returned upon written request of the Supplier and subject to any applicable deduction and verification by ENEL. If a financial guarantee is issued expiring on earlier dates, the Supplier shall extend its validity to comply with the relevant deadline and the renewals shall be made at least forty-five (45) calendar days in advance, otherwise this shall constitute a material breach of the Contract, pursuant to the General Part of these General Terms and Conditions of Contract.

19.3 If the Supplier does not provide the guarantee within the specified deadlines, and without prejudice to any other available remedy, ENEL may terminate the Contract or suspend its execution until a guarantee accepted by ENEL has not been provided, or ENEL may accept equivalent guarantees offered by the Supplier. In any case, ENEL shall be entitled to allocate in accordance with law, for their delivery to the Supplier as soon as it fulfills its obligation to provide the required guarantees, the payments due to the Supplier up to the 10 % of the total amount of the Contract, without prejudice to the right to terminate the Contract.

20. INSURANCES.

20.1 If the Contract is carried out through the storage of the materials by the Supplier at ENEL's facilities, the Supplier shall be required to underwrite, in addition to the insurances specified in the General Part, an insurance policy against theft and other damages that the stored material may suffer, covering all the period of performance of the Contract.

20.2 If at ENEL's discretion the insurance coverages submitted by the Supplier are not sufficient to cover the risk exposure, both in relation to the delivery of materials or equipment and to the realization of the contractual work or service, the Supplier undertakes to modify and amend the coverages according to the terms of the insurance market.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

22. CONFIDENTIALITY.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

23. PROCESSING OF PERSONAL DATA.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

24. VENDOR RATING.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

25. GAIN SHARING.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

26. GOVERNANCE.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

27. KPI (KEY PERFORMANCE INDICATOR).

According to the provisions of the General Part of these General Terms and Conditions of Contract.

28. GLOBAL COMPACT.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

29. CODE OF ETHICS.**29.1 Overview.**

The ENEL Group, in the management of its business activities and of the relationships with third parties, complies with the provisions of the "ENEL Compliance Program" (Code of Ethics, Zero Tolerance Anti-Bribery Plan, Human Rights Policy).

The Supplier, in the management of its business and relationships with third parties, undertakes to comply with such principles or other equivalent terms.

These principles, as well as the remainder of the Code of Ethics, are available at www.ENELgreenpower.com.

29.2 Conflict of interests.

The Supplier, in relation to the commitments made in the section "Conflict of interests" of the General Part of these General Terms and Conditions of Contract, undertakes to send to ENEL the declaration, duly signed, attached under Annex I "DECLARATION OF CONFLICT OF INTERESTS"^[1] (Legal Entity) or Annex II "DIECLARATION OF CONFLICT OF INTERESTS (Natural Person) of this document.

29.3. Supplier's Code of Ethics.

According to the provisions of the relevant section of the General Part of these General Terms and Conditions of Contract.

29.4 Integrity Clause.

- a) By submitting the bid and/or accepting the Contract, the Bidder/Supplier^[1] declares:
- to acknowledge the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter "ENEL"), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;

¹ The Legal Representative of the Company in his/her own right, on behalf of (a) the owner and the technical director, in case of individual companies; (b) the partners and the technical director, in case of business partnerships; (c) the partner and the technical director, in case of limited liability companies; (d) the managers holding powers of representation, the technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, of the Company where they perform their job duties and, where applicable, on behalf of the Parent Company and of the (e) owner and the technical director, in case of individual companies; (f) the partners and the technical director, in case of business partnerships; (g) the partners and the technical director, in case of limited liability companies; (h) the managers holding powers of representation, the technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, of the Parent Company.

- ^[2] that, to best of his/her knowledge, he/she is not subject to any criminal proceeding in relation to tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
 - ^[3] that he/she is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against assets and property, crimes against the personal freedom or the public order, or environmental crimes
 - to be aware and to authorize- for the purposes of assessing the professional conduct of the declarant and of the relevant Company, according to the second and third paragraph above - that ENEL may independently collect more information, in order to assess the accuracy of the statements reported, considering the necessary existence of fiduciary obligations with the Company involved.
- b) The Bidder/Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 1) If he/she becomes aware of the filing of any criminal proceedings, referred to in the second paragraph of letter a) above;
 - 2) If he/she becomes aware of the start of any criminal investigation, referred to in the third paragraph of letter a) above.

ENEL reserves the right to examine, at its discretion, the aforementioned information, in order to assess the professional conduct of the Bidder/Supplier and of the relevant Company.

30. GOVERNING LAW.

The Contract and all the matters arising from and between the Parties in relation or in connection thereof, shall be exclusively governed in accordance with the Panamanian Law, to which the Supplier and ENEL expressly submit.

31. JURISDICTION.

31.1 For the construction, performance and execution of this Contract, the Parties agree to submit to the jurisdiction of the competent Courts of Panama, expressly and irrevocably waiving any other jurisdiction that may be applicable as a result of their current or future domicile or for any other reason whatsoever.

31.2 Unless otherwise agreed in the Contract, the place of jurisdiction for any dispute arising between the Parties, in relation to the construction or execution of this Contract is Panama.

² In relation to him/herself and the persons listed in note 2.

³ In relation to him/herself and the persons listed in note 2.



Annex I. DECLARATION OF CONFLICT OF INTERESTS ^[1] (Legal Entity).

The Company.....in the person of its legal representative

Acknowledges that:

- The ENEL Group has adopted a Code of Ethics and approved a Zero Tolerance Anti-Bribery Plan;
- These documents express the commitments and the ethical liability of the ENEL Group in the management of its business activities and of the relationships with third parties, and are aimed at meeting the accuracy and transparency requirements in the carrying out of the business activities and in the relationships with third parties.
- The Group wishes to ensure and promote the greater equality, transparency and traceability of the different Purchase processes;

And to be aware that ENEL shall be entitled to terminate the Contract and to lodge any legal action available to claim any damage resulting from any statement or action to facilitate a conflict of interests, as well as if, in relation to a statement and/or action issued or performed by the Supplier a conflict of interests situation arises, according to the terms set out in this clause.

HEREBY DECLARES

1 That after an analysis of the structure of its shareholders, Board of Directors, management or supervisory bodies (including trust and holding companies), as well as any other information available to the Company ^[2]

There are not/there are ^[3] :

- a) Persons holding, within the ENEL Group companies, any Senior Management office positions (director, senior manager with strategic duties), or who are auditors of the ENEL Group;
- b) Employees of the ENEL Group companies;
- c) With reference to the subjects specified in points a) and b), family members / relatives up to the second degree / spouse not legally separated / cohabitant / spouse or children of his/her partner / bound to him/her by a blood tie or a relationship;

2 That the general manager (in case of anonymous companies) / the Administrators (in case of LLCs) / the shareholders (in case of partnerships) / the persons holding strategic responsibilities within the organizational structure (in the other cases) and their family members (spouse not legally separated, relatives / relatives within the first degree)

Did not hold / held ^[4]

In the last twenty-four (24) months, any office in the Public Administration or in Public Services organizations which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of concessions, control activities, etc.).

The signatory company undertakes to promptly inform ENEL of any change in the information provided within this declaration. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, the company undertakes to provide the proper documentation.

In witness whereof

Date,.....

Company Signature stamp of the Legal Representative



Processing of personal data: information and consent.

Pursuant to the applicable law on personal data protection, ENEL ensures that the information provided shall be only used in relation to the tender and the selection process of the supplier, in order to ensure the equality, transparency and accuracy and to prevent any situation of conflict of interests and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC Plan implemented by the ENEL Group. You shall be entitled to access your data and to request ENEL their correction, integration, or in particular situations, erasure or cancellation.

In consideration of the above, as legal representative of the afore mentioned company, I provide my consent to the processing of the personal data limited to and for the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied, under penalty of exclusion, by a duplex copy of the identity document of the signatory.

^[1] Public organizations, companies listed on the stock exchange, banks and the companies under their control are not bound to provide this declaration.

^[2] The information provided in compliance with this clause has been collected according to the regulations on personal data protection, on the basis of the audits on the persons holding the individual shares of the companies / the shares of the signatory company, as well as any of their companies (including trusts and the relevant beneficiaries) having the direct control of the registrant company.

^[3] Please cross out all that does not apply. In case any of the existence of any of the situations listed, please specify in the additional declaration all the information in relation thereof. ENEL shall perform the required controls for the purposes of this declaration.

^[4] Please cross out all that does not apply.



ANNEX TO THE DECLARATION OF CONFLICT OF INTERESTS (Legal Entity).

The Company.....in the person of its legal representative

establishes that from the analysis of the structure of the governance bodies of the company and of its parent companies and any other relevant entity (including Holding), as well as any other information available to the Company, based on evidence, related to the persons holding shares of the company/asset:

1

First Name Mr./Mrs. Last Name*

Born inon.....Tax Code.....

Resident in

Working in this company as.....

Within the ENEL Group with the following title:

- Company Director ENEL Group
- Key management personnel (please specify the relevant duties) of the Company ENEL Group
- Employee's duties (please specify the relevant duties) with role/title the Company..... ENEL Group
- Company Auditor ENEL Group
- Relative / relative by affinity related by blood up to the second degree / relative by affinity / spouse, unless legally separated / cohabitant / child of the spouse / partner of the child / dependent linked by kinship or related by affinity.
 First Name* Last Name *Member of the Company
 ENEL Group..... with the role/title.....

In witness whereof, Date and Place,..... (full and legible signature)

The undersigned company points out that this declaration is made relying on the information collected in compliance with the regulations on personal data protection, on the basis of the audits on the individuals who are shareholders of each company / equity and undertakes to promptly inform ENEL of any change in the information provided in this declaration. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, the company undertakes to provide the proper documentation.

In witness whereof

Date,.....

(Full and legible signature)



Processing of personal data: information and consent.

Pursuant to the applicable law on personal data protection, ENEL ensures that the information provided shall be only used in relation to the contracting and selection process of the Suppliers, in order to ensure the equality, transparency and accuracy and to prevent any possible conflict of interests and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC implemented by the ENEL Group. You are entitled to access your data and to request ENEL correction, integration, or in extreme situations, erasure or cancellation of your data.

In consideration of the above, as legal representative of the afore mentioned company, I provide my consent to the processing of the personal data limited to the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied, under penalty of exclusion, by a duplex copy of the identity document of the signatory.



Annex II. DECLARATION OF CONFLICT OF INTERESTS (Natural Person).

The signatories herein

Acknowledge that:

- The ENEL Group has adopted a Code of Ethics and approved a Zero Tolerance Anti-Bribery Plan;
- These documents express the commitments and the moral responsibility of the ENEL Group in the management of its business activities and of the relationships with third parties, and are aimed at meeting the accuracy and transparency requirements in the carrying out of the business activities and in the relationships with third parties;
- The Group wishes to ensure and promote the greater equality, transparency and traceability of the different Purchase processes;

And to be aware that ENEL shall be entitled to terminate the Contract and to take any legal action available to claim any damage resulting from any statement or action to facilitate a conflict of interests, as well as if, in relation to a statement and/or action issued or performed by the Supplier a conflict of interests situation arises, according to the terms set out in this clause.

HEREBY DECLARES

- 1 that they do not hold/hold ^[1] any senior management office (director, senior manager with strategic duties) within the companies of the ENEL Group, nor are they employees of such company or auditors of the ENEL Group;
- 2 they have no / they have ^[1] within the companies of the Group family members / relatives up to the second degree / spouse not legally separated / cohabitant / spouse or children of his/her partner / dependent of the signatories who are related to them by a blood tie or related by affinity;
- 3 In the last (24) months they did not hold / held ^[1], any office in the Public Administration or in Public Services organizations which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of a concessions, control activities, etc.). Likewise, to the best of his/her knowledge, these job titles have not been held by family members (spouse not legally separated, relatives / relatives within the first degree).

If any of the situations listed in paragraphs 1 and 2 exist, the declarant shall provide an additional declaration to ENEL.

ENEL reserves the right to carry out any required inspection on the basis of the declaration received.

The undersigned undertakes to promptly inform ENEL of any change in the information provided within this declaration.

Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, he/she undertakes to provide the proper documentation.

In witness whereof

Date,.....

[¹]Please cross out all that does not apply.

Stamp

Signature



The undersigned points out that this declaration is provided on the basis of the information collected in compliance with the applicable regulations on personal data protection, and undertakes to promptly inform ENEL in case any change in the information provided in this declaration should occur. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, he/she undertakes to provide the proper documentation.

In witness whereof

Date,.....

(Full and legible signature)

Processing of personal data: information and consent.

Pursuant with the applicable law on personal data protection, ENEL ensures that the information provided shall be only used in relation to the contracting and selection process of the suppliers, in order to ensure the equality, transparency and accuracy and to prevent any situation of conflict of interests and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC implemented by the ENEL Group. You are entitled to access your data and to request ENEL correction, integration, or in particular situations, erasure or cancellation of your data.

In consideration of the above, as legal representative of the afore mentioned company, I provide my consent to the processing of the personal data within the limits and in relation to the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied, under penalty of exclusion, by a duplex copy of the identity document of the signatory.



ANNEX TO THE DECLARATION OF CONFLICT OF INTERESTS (Natural Person).

Relating to point 1:

Administrator of the Company..... of the ENEL Group

Manager with key duties (please specify the relevant office).....of the Company.....of the ENEL Group.

Employee of the office (please specify the relevant office) with role/title the Company.....of the ENEL Group.

Auditor..... of the ENEL Group.

Relating to point 2:

Relative / relative within the second degree of blood tie / related by affinity / spouse not legally separated / cohabitant / child of the spouse / child of the cohabitant / dependent of the signatories, tied to him/her by a kinship relationship or related by affinity;

First Name..... Last Name.....Member of the Company... ..

of the ENEL Group office / title.....

ENEL reserves the right to carry out any required inspection on the basis of the declaration received.