

This "ANNEX XV INDONESIA" applies to Contracts for Works, Supply and Service Procurement regulated by Indonesian law and concluded between a Company of the ENEL Group and a Contractor.

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1. SCOPE.

1.1 This Annex XV Indonesia applies to each Contract for Works, Supply and Service Procurement (also referred to as a Contract) regulated by Indonesian Law and concluded between a Company of the ENEL Group and a Contractor (Parties).

1.2 This document is an integral and essential part of the General Contract Conditions of the ENEL Group (the General Conditions) and constitutes an attachment to the General Conditions. The Contract shall attach the General Conditions – General Part, and this Annex XV Indonesia.

1.3 Without prejudice to the provisions of art. 5 on “INTERPRETATION AND HIERARCHY” of the General Conditions – General Part, any exception or amendment to this Annex XV Indonesia proposed by the Contractor shall be deemed valid only if submitted in written form and accepted by ENEL in the same manner, and shall apply solely to the Contract for which it was proposed. The exception shall not be extended to other existing contracts or contracts which might subsequently be entered into with the Contractor (or an affiliate).

1.4 In the event of any discrepancy or inconsistency between the documents which are part of the relevant procurement process and the Contract, art. 5 on “INTERPRETATION AND HIERARCHY” of the General Conditions – General Part shall apply to determine the priority of the contractual documents listed in that article.

1.5 This Annex XV Indonesia is prepared in both English and Indonesian languages. The original version of this Annex XV Indonesia is the English version. In the event of any discrepancy or inconsistency between the original English version and Indonesian, or between either of them and any version translated into any other language, the original version in English will prevail.

2. DEFINITIONS.

1.1 The following definitions shall be incorporated into the Contract:

- (a) **Applicable Codes and Standards** means the codes, standards, regulations and requirements referred to or implied in any law, this Contract or a higher standard required by the application of Good Industry Practice.
- (b) **Arbitration Law** means Law No. 30 of 1999 (of the Republic of Indonesia) on Arbitration and Alternative Dispute Resolution.
- (c) **Bankruptcy Law** means Law 37 of 2004 (of the Republic of Indonesia) on Bankruptcy and Suspension of Payment, including any implementing regulations.
- (d) **Company Law** means Law No. 40 of 2007 (of the Republic of Indonesia) on Limited Liability Companies including any implementing regulations.
- (e) **Good Industry Practice** means the highest standards of skill, care, diligence, efficiency and practices observed and executed by experienced, skilled, suitably qualified and competent persons providing supply, installation or work the same as or similar to the supply, installation or work required under the Contract, and executed in such a manner so as to provide the supply, installation or work in accordance with all applicable laws, recognised industry standards and environmental protection standards.
- (f) **Late Payment Interest** means LIBOR plus the percentage indicated in the Agreement, where LIBOR means the London Interbank Offered Rate for 6 months as displayed on the LIBOR01 page of the Thomson Reuters screen (or any replacement Thomson Reuters page or successor page which displays that rate) at 11:00 a.m. London, England time on the day in which the sum was due and payable. If, for any reason, the LIBOR01 page of the Thomson Reuters service ceases to be available, ENEL may specify another page or service displaying the relevant rate.
- (g) **Tax Invoice** means an invoice valid under Indonesian law relating to the purchase or receipt or acceptance of any supply, installation or work enabling the receiver to claim entitlement to a credit, offset or refund of VAT.
- (h) **Safety Legislation** means Law No. 1 of 1970 (of the Republic of Indonesia) on Work Safety, Law No. 13 of 2003 (of the Republic of Indonesia) on Manpower, Minister of Mines and Energy Decree No. 555.K/26/M.PE/1995 (of the Republic of Indonesia) on Occupational Safety and Health For General Mining, Government Regulation No. 50 of 2012 (of the Republic of Indonesia) on the Implementation of Occupational Health and Safety Management System and any other Law, whether now or in the future, connected to operational health and safety.

(i) **Statutory Officer** means any of the following:

- (i) technical mine manager;
- (ii) operational supervisor;
- (iii) technical supervisor;
- (iv) mine surveyor; and/or
- (v) underground mine manager;

for the site (as such terms are defined in the Safety Legislation), or any replacement personnel accorded a similar function by the Safety Legislation now or in the future.

(j) **Insolvent means**, in respect of a party, that:

- (i) it is declared bankrupt or has entered into bankruptcy (as defined in the Bankruptcy Law);
- (ii) it petitions for a suspension of payments under the Bankruptcy Law;
- (iii) an administrator or supervising judge is appointed to the party under Article 222 of the Bankruptcy Law, including the appointment of an administrator following the party petitioning for a suspension of payments and that appointment is not set aside or otherwise revoked within 120 days;
- (iv) its shareholders decide to dissolve the party under Article 144 of the Company Law;
- (v) the party is dissolved under Article 145 of the Company Law due to expiration of the term of its articles of association;
- (vi) a competent court orders the dissolution of the party under Articles 146(1)(a) or 146(1)(c) of the Company Law;
- (vii) it has a liquidator or administrator (as that term is defined in the Company Law or Bankruptcy Law) appointed to any part of its property, or a resolution is passed to do so;
- (viii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver, liquidator, administrator or manager appointed to any part of its property;
- (ix) it has entered into or is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any law or is in the process of being dissolved;
- (x) suspends or stops, or threatens to suspend or stop, payment of all or a class of its debts or to not carry on all or a material part of its business, or is otherwise unable to pay its debts when they fall due;
- (xi) it informs, in writing, its creditors or the other party, that it is insolvent or is for financial reasons unable to proceed with this Contract;
- (xii) it resolves to wind itself up, or otherwise dissolve itself, or enters into voluntary administration or any equivalent process thereto, or gives notice of intention to do so, or calls a meeting to do so;
- (xiii) it is otherwise unable to pay its debts when they fall due;
- (xiv) an application is made (other than an application which is withdrawn or struck out within 10 Business Days or is demonstrated to the reasonable satisfaction of ENEL to be frivolous or vexatious) to a court for an order, or an order is made, that the person be wound up;

- (xv) an application is made (other than an application which is withdrawn or struck out within 10 Business Days or is demonstrated to the reasonable satisfaction of ENEL to be frivolous or vexatious) to a court for an order, or an order is made; appointing a liquidator or provisional liquidator in respect of the person;
- (xvi) the person enters into, or resolves to enter into a compromise, scheme or arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or calls a meeting to consider a reorganisation, moratorium or other administration involving any of them, unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation, and in the case of the Contractor, where such solvent reconstruction, amalgamation, merger or consolidation is approved by ENEL; or
- (xvii) anything analogous or having a substantially similar effect to any of the events described in paragraphs (a) to (p) happens to it under the law of any applicable jurisdiction.

3. EXECUTION.

3.1 The Contract may be signed in counterparts and the parts together will be deemed to form a single contract. The Contract is agreed between the Parties upon signing. By signing the Contract, the Contractor declares its full and unconditional acceptance of the terms of the Contract.

3.2 If ENEL enters into any agreement with the Contractor for the benefit of two or more companies of the ENEL Group, the Contractor (or its subsidiaries or associated companies or foreign branches located in the same country as each relevant ENEL Group company) shall enter into the relevant agreement with that individual company of the ENEL Group receiving the service, works or supply.

3.3 In addition to the terms under art. 4 "EXECUTION" of the General Conditions, the Contractor acknowledges that it has no authority to bind ENEL and that Contractor must not hold itself out as an agent of ENEL in dealings with third parties or purport to incur any obligation, or make any promise, contract or undertaking, warranty or representation for or on behalf of the ENEL. The Contractor is engaged by ENEL as an independent service provider and nothing in the Contract is to be treated as creating a relationship of employer and employee, agency arrangement, partnership, joint venture or fiduciary relationship between Contractor and ENEL.

4. INTERPRETATION AND HIERARCHY.

In addition to the terms under art. 5 "INTERPRETATION and HIERARCHY" of the General Conditions, a reference to:

- (a) a legislative provision or legislation (including subordinate legislation) is a reference to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (b) dollars, USD or \$ is to an amount in United States currency and a reference to Rp, IDR or rupiah is to the lawful currency of Indonesia.

5. COMMUNICATIONS.

Notwithstanding art. 6 "COMMUNICATIONS" of the General Conditions, any formal notices required under the Contract shall be delivered by courier, airmail, post, hand delivery or any other physical form of delivery.

6. INVOICE AND PAYMENT.

In addition to the rights and obligations under art. 7 "ECONOMIC CONDITIONS" of the General Conditions, the Contractor shall also comply with the following terms:

6.1 All payments and invoices for domestic supply or works within Indonesia must, unless exempted or waived pursuant to prevailing laws and regulations, be denominated and settled in IDR.

6.2 A payment claim submitted by the Contractor must be in the form of a Tax Invoice for VAT purposes or be accompanied by a Tax Invoice for VAT purposes for the same amount as the payment claim.

6.3 ENEL may withhold payment until it receives the relevant Tax Invoice.

6.4 ENEL may, at any time, deduct, retain, withhold or set-off from any payment due or to become due to Contractor all debts and amounts due or which may become due from Contractor to ENEL (including damages) whether in connection with the Contract or otherwise. This provision does not limit ENEL's right to recover those amounts in other ways.

6.5 Any non-conforming Tax Invoices will be returned unpaid. If ENEL determines that any amount claimed in a payment claim or a Tax Invoice issued by the Contractor is not payable, whether or not such amount has already been paid by ENEL, ENEL may withhold payment of that amount (or if already paid, deduct from future payments that amount) and within 5 Business Days of notifying the Contractor of such amount the Contractor must reissue a Tax Invoice to ENEL for the amount that is payable.

6.6 All banking fees and charges in connection with the payment will be to the Contractor's account.

6.7 Without prejudice to art. 7.5 of the General Conditions, any amount of any payment due by one party to the other party under the Contract shall bear interest at the Late Payment Interest which shall be applied to any overdue amount from and including the day on which such amount is due and payable under the Contract to the day of actual payment, and shall be calculated on the basis of the actual number of days elapsed and a 360 day year and shall accrue from day to day. The Late Payment Interest shall apply for the purposes of the last paragraph of art. 7.5 of the General Conditions.

6.8 The Contractor shall comply with all the provisions set forth in law and implementing regulations concerning anti-money laundering.

6.9 The Contractor shall include in any and all contracts with its subcontractors or sub-subcontractors a requirement that the subcontractors or sub-subcontractors shall comply with all provisions in law and implementing regulations concerning anti-money laundering.

6.10 If the Contractor or any subcontractor or sub-subcontractor violates any obligation set forth under anti-money laundering laws or regulations, ENEL may immediately terminate the Contract or require the Contractor to procure the termination of the subcontracting or sub-subcontracting arrangement.

7. CONTRACT PRICES.

In addition to the rights and obligations under art. 7 "ECONOMIC CONDITIONS" of the General Conditions, the Contractor shall also comply with the following terms:

7.1.3 The Price for domestic supply or works within Indonesia, as required by prevailing laws and regulations shall be in IDR.

7.1.4 Notwithstanding art. 7.1.3 above, the Contract price may also reflect a United States dollar cost base as at the date of the Contract, based on the Bank Indonesia quoted JISDOR USD-IDR exchange rate for that date and provisions to be set out in the Contract.

7.1.5 Any payments made will be adjusted to reflect the IDR equivalent of the United States dollar cost base in art. 7.1.4 above, or a proportionate amount determined at the time the Contractor issues a Tax Invoice and based on the JISDOR Rate for the date of invoice.

7.1.6 Changes to the scope of work and detailed work activities that are compensated at a fixed-price lump-sum shall, exclusively upon an express request by ENEL, result in a corresponding adjustment of the fixed-price, to be stipulated on a case-to-case basis in accordance with the provisions of art. 10 "EXECUTION – CHANGES TO CONTRACTUAL TERMS" below and by reference to the prices specified in the Contract.

7.1.7 Art. 7.1.3, 7.1.4 and 7.1.5 would only apply if the provision of materials, equipment, works and services provided by the Contractor are not excluded, exempted or waived from the requirements under Bank Indonesia Regulation Number 17/3/PBI/2015 to denominate and settle transactions within Indonesia in Indonesian Rupiah.

8. TAX AND DUTIES.

In addition to the existing terms in article 8 "TAXES", the Parties also agree to the following terms:

8.1 Stamp duty, registration fees and any duties and additional tax expenses payable on Contract related matters, shall be borne by the Contractor.

8.2 The Contractor shall use its best endeavours to have any goods, equipment, tools or materials imported by it into Indonesia for the purpose of performing its obligations under the Contract exempted from all customs duties, withholding tax (Pph 22) and imported equipment/materials Value Added Tax (PPN-Impor). To the extent that any such duties, withholding tax (Pph 22) and imported equipment/materials Value Added Tax (PPN-Impor) are imposed on the goods, the Contractor shall pay all such duties and taxes.

8.3 The Contractor shall be liable for customs duties and taxes levied on all goods imported as replacements, whether arising from insurance claims for loss or breakage or from replacement under warranty.

8.4 Contractor shall be liable for custom charges and duties, withholding tax (PPH 22) and Value Added Tax for import (PPN- Impor) levied on any items not listed in and/or is a deviation of the imported equipment or materials listed for exemption (such as under a master list).

9. EXECUTION – CONDITIONS FOR DELIVERY AND RECEIPT.

9.1 A new clause 9.3.2.11 is added to the article 9 “PERFORMANCE” of General Conditions providing that the Contractor must pack and transport all materials and equipment in accordance with any applicable law or specification, including implementing appropriate policies and systems to ensure compliance with requirements regarding vehicle mass, vehicle dimension, load restraint, speed limits, driver fatigue, driving hours and rest periods.

10. EXECUTION – CHANGES TO CONTRACTUAL TERMS.

The terms under art. 9.4 “CHANGES TO CONTRACTUAL TERMS” of the General Conditions shall be supplemented by the following provisions:

10.1 ENEL, during the period of performance under the Contract, may instruct changes, and apply modifications, to the stipulated work (each, a Change). The Contractor shall comply with those instructions in accordance with the terms and procedures instructed and in compliance with accepted standards and applicable laws.

10.2 ENEL shall submit each instruction for a Change to the Contractor by notice in writing.

10.3 The Contractor shall be entitled to payment for performing such a Change in an amount that takes into account the relevant prices specified in the Contract. If there are no specific Contract prices relevant to the work required to implement the Change, ENEL shall determine the amount of the payment by reference to prices specified in the Contract for similar works or services or, in case these are not available, by reference to an assessment of the basic cost to the Contractor of external labour, rental fees, materials and similar required to perform the Change.

10.4 Any agreement between ENEL and the Contractor in relation to the amount payable to the Contractor to perform a Change must be in writing and signed by the Parties. In the event that the Parties are unable to reach an agreement, the Contractor must nevertheless commence the performance of the Change. The amount due to be paid for the Change shall then be determined by ENEL and notified in the accounting records, without prejudice to the right of the Contractor to express specific reservations on the matter — in accordance with the terms and procedures described in art. 12 “EXECUTION – RESERVATIONS”.

10.5 The Contractor must produce all necessary technical and financial documents to allow ENEL to identify the size/amount of each new/different work activity required to implement the Change and its related cost. Those documents must, in all material respects, be similar to those drafted by the Contractor in the course of the procurement procedure for awarding of the Contract.

10.6 The Contractor may not implement any Change, addition or exclusion of work, of any nature or extent, without a prior written instruction from ENEL.

11. EXECUTION – ADDITIONAL SERVICES CHARGED.

A new clause 9.5.3 is added to the article 9 “PERFORMANCE” of the General Conditions titled “Additional Services Charged” as follows:

11.1 In the course of performance of the Contract, ENEL may instruct the Contractor, with reasonable advance notice, to perform minor services that are consistent with the requirements of the Contract, and the Contractor will only be entitled to be remunerated for performing such assignments in accordance with contractual terms.

11.2 The compensation of any and all minor services shall be based on prices specified in the Contract.

11.3 All minor supplies of materials, necessary for the sole purpose of performing such an instructed work activity, shall be remunerated at market prices effective on the instruction date, duly verified by ENEL and documented by an invoice issued by the Contractor and then supplemented by a percentage increase defined in the Contract. The Contractor shall not be entitled to any other compensation for general expenses of overhead arising out of the performance of the instructed work activity.

11.4 In the event ENEL instructs such a minor service or work activity, the Contractor must promptly implement the services or work activity and provide, at its own expense, all necessary resources for the satisfactory performance of the services or work activity. Any additional services undertaken must be recorded in specific daily log sheets, listing the work performed, professional services and total time of effective employment of personnel, machinery, equipment and working vehicles, as well as the total amount of materials utilised.

11.5 The performance of any such minor services or work activity will not entitle the Contractor to adjustment to the contractual time limit for completion, nor to special compensation for shortage of personnel, losses related to the use of work site machinery, temporary works and materials or for any and all interferences.

11.6 The amount payable for additional services instructed may not exceed the threshold (if any) stipulated in the Contract.

12. EXECUTION – CONTRACTOR RESERVATIONS.

A new clause 9.5.4 is added to the art. 9 “PERFORMANCE” of General Conditions titled “Contractor Reservations” as follows:

12.1 Any reservations that the Contractor may intend to raise in relation to any matter arising out of the Contract must, in order to avoid forfeiture, be expressed in writing and signed by the Contractor and the Contractor shall maintain accounting documents or records relating to the specific period in which the event causing the reservation occurred.

12.2 The Contractor shall provide sufficient details in relation to any expressed reservations by submitting to ENEL, within 15 days from the signed notice of the reservation and relevant accounting documents, of the reasons justifying the reservation and detailed specifications of any payment the Contractor claims entitlement to.

12.3 In the event that the Contractor fails to issue a signed notice and accounting documents, or in the event that, having submitted a signed notice of reservations, the Contractor subsequently fails to provide sufficient details of the reservation as required above, all recorded facts shall be deemed to have been made available and accepted and the Contractor shall be deemed to have forfeited his right to raise, at any time and manner, any reservations and claims in connection with the relevant facts.

12.4 Upon submitting each invoice for payment under the Contract, the Contractor must set out details of each reservation raised in the course of Contract performance that remain unresolved and which the Contractor intends to maintain. No new reservations shall be admitted except for those that are necessarily and directly related to matters that had already been referred to in the most recent update.

12.5 If the Contractor submits an invoice without setting out details of any previous reservation, all outstanding issues pertaining to contractual performance are understood to be accepted and any related reservations forfeited. Similarly, if no reservations are submitted in connection or set out in detail in, the latest interim invoice, then any right to claim a reservation about matters existing at the time shall be forfeited.

12.6 Except in the event that ENEL opts (in its discretion) to examine any reservation earlier, ENEL shall only review reservations submitted in the manner and terms specified above after the Contractor has signed a written report of definitive acceptance. All related deliberations must be notified to the Contractor within twelve months from the date in which said written report was signed.

12.7 The effective termination of reservations shall be recorded in a specific document signed by both Parties.

13. SUBCONTRACTING.

The terms under article 10 “ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING” of the General Conditions shall be supplemented by the following provisions:

13.1 ENEL may require the Contractor to obtain a collateral warranty agreement in ENEL's favour from any Subcontractor and the Contractor must procure that the Subcontractor will comply.

13.2 A Subcontractor must comply with ENEL's pre-qualification procedure prior to ENEL granting consent for the appointment of that Subcontractor. Without prejudice to the limits and to any other conditions for subcontract set under this Agreement, the Subcontractors listed in the Contract exhibit titled "List of pre-selected subcontractors" shall be deemed to have been pre-approved by ENEL for the purposes of subcontracting.

13.3 The Contractor shall submit the following documentation to ENEL at a within a reasonable amount of time prior to the planned appointment of any Subcontractor listed in the exhibit mentioned above:

- (a) certification of Subcontractors' financial solvency;
- (b) certification of Subcontractors' fulfillment of labor social security payments;
- (c) certification of Subcontractors' fulfillment of tax requirements;
- (d) documentation proving the Subcontractor's technical requirements;
- (e) a declaration of no conflict of interest and declaration on company structure.

After the above documentation is received, checked and approved, ENEL will authorise the subcontract with the relevant Subcontractor in writing.

13.4 If a Subcontractor proposed by the Contractor is not listed in the exhibit mentioned above, the Contractor shall submit the following additional documentation for approval by ENEL:

- (a) a detailed description of the activities for which the Subcontracting authorisation is requested and the related prices;
- (b) the name of the Subcontractor(s) (or the list of the possible Subcontractors) and each Subcontractor's tax code;
- (c) the intended start and completion date of subcontracting activities;
- (d) the percentage value of each subcontract with respect to the total scope of the Contract;
- (e) confirmation that the proposed Subcontractors meet the technical requirements provided by ENEL to the Contractor;
- (f) copy of the signed subcontract or memorandum of understanding setting out the scope of the subcontract, relevant technical specifications and pricing; and
- (g) an HSE questionnaire provided by ENEL and completed by the Subcontractor, attesting the resulting score. ENEL reserves the right not to approve any subcontractor who has not reached the minimum score of 30/50.

After the aforementioned documentation is checked and approved, ENEL will authorise the subcontract in writing.

13.5 The Contractor shall include in any and all contracts with its Subcontractors provisions in accordance with which they agree to comply with the requirements of the Contract relating to:

- (a) Health and safety;
- (b) Penalties connected with breach of health safety requirements;
- (c) Ethical clauses.

13.6 If requested by ENEL, the Contractor agrees to immediately terminate the subcontract with any Subcontractor in event of a violation by the Subcontractor of any of the health, safety and ethical clauses in the subcontract.

13.7 The Contractor shall deliver a monthly declaration to ENEL (based on the form to be provided by ENEL) confirming payment of the Subcontractors fees and relevant taxes. The Employer may block payments to the Contractor in the event that the Contractor does not submit any such declaration.

14. THE CONTRACTOR'S RESPONSIBILITIES.

14.1 Art 13.1 of the General Conditions shall be revised such that the Contractor, under its sole responsibility, shall comply with:

- (a) all applicable law;
- (b) applicable Codes and Standards; and
- (c) directions and instructions given by ENEL;

and, when performing any part of the supply, installation or work on site:

- (d) ENEL's regulations and policies; and
- (e) all directions and instructions given by a Statutory Officer.

15. ASSIGNMENT OF RIGHTS AND RECEIVABLES.

15.1 In addition to art 11.1 "ASSIGNMENT OF RIGHTS AND RECEIVABLES" of the General Conditions, the Contractor shall not assign or transfer, in whole or part, its obligations arising from the Contract to third parties without the prior written consent of ENEL.

16. COMPENSATION.

The terms under art. 16 "PENALTIES" of the General Conditions shall be supplemented by the following provisions:

16.1 The payment by the Contractor of any amounts that it owes to the Owner for breach of its obligations under the Contract may be implemented by ENEL, enforcing entirely or partially any security or financial guarantee provided by the Contractor as guarantee.

16.2 In the event that the amount of any financial guarantee issued in favour of ENEL is reduced by the application of penalties or for any other reason, the Contractor must replenish the same within a 10-day term upon reception of a specific request to do so submitted by ENEL.

16.3

16.4 In the event that a "Severe", "Very Severe" or "Extremely Severe" breach causes injury in the workplace or any damage to persons, ENEL reserves the right, at its sole discretion, to apply - based on the gravity of the violation, and/or injury and/or damage to persons - compensation amounting to a maximum of two per cent of the total Contract Price, and in any and all cases, not less than the compensation amount defined for "very severe" breaches or its USD equivalent or Rupiah equivalent.

17. TERMINATION FOR REASONS ATTRIBUTABLE TO THE CONTRACTOR.

17.1 Insert a paragraph s) under art 17.3.1 "TERMINATION" of the General Conditions with the words: "s) the Contractor becomes Insolvent".

18. WAIVER OF INDONESIAN CIVIL CODE.

18.1 Insert a new art. 17.5 providing that: "The parties agree to waive the provisions of Articles 1266 of the Indonesian Civil Code but only to the extent such articles require judicial pronouncement to terminate this Contract.

19. FINANCIAL GUARANTEE.

The terms under art. 20 "ECONOMIC GUARANTEE" of the General Conditions shall be supplemented by the following provisions:

19.1 Advance payment guarantee.

- (a) Within 10 days from the signing of this Contract, the Contractor shall provide a bank guarantee letter to ENEL for the amount of 10% of the Estimated Contract Price, valid until full set-off or repayment of the advance payment ("Advance Payment Guarantee"). The Advance Payment Guarantee shall guarantee the set-off or repayment of the advance payment.
- (b) The Advance Payment Guarantee must:
 - (i) be issued by a reputable Indonesian bank with a minimum rating of BBB-S&P or Baa3 Moody's;
 - (ii) have an unconditional and irrevocable character;
 - (iii) be issued for the benefit of ENEL; and

- (iv) be payable on first demand by ENEL submitting a written statement to the issuing bank stating that it has the right of repayment of the advance payment.
- (c) The Advance Payment Guarantee must contain the following sentence: "In order to ensure the proper use and full repayment of the advance delivered under the Contract, ...".
- (d) ENEL shall only claim for payment under the Advance Payment Guarantee in case it has a right of repayment under the Contract and Contractor has failed to make the relevant payment upon the request of ENEL. The Advance Payment Guarantee shall be returned to the Contractor within 10 days of the expiry date as defined in the Advance Payment Guarantee provided that all obligations under the Advance Payment Guarantee have been fulfilled.

19.2 Performance guarantee.

- (a) As a condition precedent to ENEL's obligation to make any payment on account of the Contract price - with the exclusion of any Advance Payment - the Contractor shall (at his cost) provide a bank guarantee letter to ENEL for the amount of 10% of the Estimated Contract Price (Performance Guarantee). The Performance Guarantee shall cover the risk that the Contractor does not fulfil any of its obligations under the Contract in accordance with the terms of the Contract and as a result ENEL has a right in accordance with the Contract to claim the relevant amount from Contractor. The Performance Guarantee must:
 - (i) be issued by reputable Indonesian bank with a minimum rating of BBB-S&P or Baa3 Moody's;
 - (ii) have an unconditional and irrevocable character;
 - (iii) be issued for the benefit of ENEL, and
 - (iv) be payable on first demand by ENEL submitting a written statement to the issuing bank stating that the Contractor has failed to fulfil its obligations under the Contract.
- (b) The Performance Guarantee must contain the following sentence: "In order to guarantee full, proper and timely compliance under the Contract,"
- (c) ENEL shall only claim for payment out of the Performance Guarantee in the event that it has a right of payment under the Contract and Contractor has failed to pay the relevant amount upon the request of ENEL.
- (d) Subject to any outstanding demands on the Performance Guarantee, ENEL shall return the Performance Guarantee within 10 days of receipt of the last final acceptance report provided that at such time, the Contractor shall have provided ENEL with the warranty guarantee referred to in art. 20.3.

19.3 Warranty guarantee.

- (a) As a condition precedent to ENEL's obligation to return the Performance Guarantee, the Contractor shall (at his cost) provide ENEL with a bank guarantee letter for the amount of 10% of the Estimated Contract Price securing the performance of all obligations of the Contractor during the 24 months warranty period.
- (b) The release of the warranty guarantee shall take place within twenty-four months following the last final acceptance report.

20. PROCESSING OF PERSONAL DATA.

The terms under art. 24 "PROCESSING OF PERSONAL DATA" of the General Conditions shall be supplemented by the following provisions:

20.1 In relation to any personal data (as regulated by Law No. 39 of 1999 (of the Republic of Indonesia) on Human Rights, Law No. 11 of 2008 (of the Republic of Indonesia) on Electronic Information and Transactions and the implementing Government Regulation No. 82 of 2012) provided or to be provided by the Contractor in connection with this Contract, the Contractor warrants to ENEL that the Contractor has obtained and will obtain the consent of each individual where the above Laws require it.

20.2 If UE Regulation 2016/679 (as amended or replaced) applies to the Contract, the "Data Processor" for purposes of the regulation will be the Operating Manager for the time being of the Procurement Department of Enel Green Power SpA, with headquarters in Rome, Viale Regina Margherita 125 – 00198.

21. GOVERNING LAW.

Art 32.1 of the General Conditions shall be revised to provide the following: "The formation, validity, interpretation, execution and any performance of the Contract shall be governed by, and construed in accordance with, the Laws of the Republic of Indonesia".

22. JURISDICTION.

Art 33.1 of the General Conditions shall be revised to provide the following: "With respect to any legal action brought in the Republic of Indonesia for the enforcement of any arbitral award, both Parties irrevocably elect permanent domicile at the Central District Court of Jakarta".

23. DISPUTE RESOLUTION.

Include a new art. 34 dealing with "DISPUTE RESOLUTION" in the General Conditions which provide for the following:

23.1 Any and all disputes between the Parties in connection with the Contract shall, so far as is possible, be settled amicably between the Parties.

23.2 Failing such an amicable settlement, any and all disputes arising out of or in connection with the Contract or its performance (including the validity of this Contract) shall be settled by arbitration by a three (3) member arbitration board which will hold its sessions in Singapore in English under the Singapore International Arbitration Centre (SIAC) Rules. Each Party shall appoint one arbitrator with the third member appointed by the Chairman of SIAC.

23.3 The arbitral award made and granted by the arbitrators shall be final, binding and incontestable and may be used as a basis for judgment thereon in the Republic of Indonesia or elsewhere. All costs of arbitration shall be borne by the losing Party.

23.4 The Parties agree that they will not institute any legal proceedings arising out of or related to the Contract, except to enforce in any court having jurisdiction any award rendered by the arbitrators. In the event any legal proceedings are instituted in any court to enforce that arbitration award, the Party against whom enforcement of that arbitration award is sought shall pay all costs, including, without limitation, the costs of legal counsel and translation fees of the Party seeking to enforce the arbitration award. Any suit, action or proceeding by a Party against the other Party with respect to the enforcement of any arbitral award may be brought in any competent court, as such Party in its sole discretion may elect, and each Party irrevocably submits generally and unconditionally to the non-exclusive jurisdiction of such courts for the purpose of any suit, action or proceeding.

23.5 Without limiting the generality of the foregoing, the Parties hereby expressly waive any Indonesian laws and regulations, decrees or policies having the force of law that would otherwise give the right to appeal the decision of the arbitral tribunal, and the Parties agree that, in accordance with Article 60 of the Arbitration Law, no Party shall appeal to any court from the award or decision contained therein.

24. LOCAL EMPLOYMENT STANDARDS.

Insert a new art. 35 dealing with "LOCAL EMPLOYMENT STANDARDS" in the General Conditions which provide for the following:

24.1 The Contractor agrees to hire local labour and specialists according to the laws in force and the provisions of the competent authorities in order to supplement expatriate personnel as strictly necessary and in accordance with the specialisations required.

24.2 Local labour is understood to mean personnel residing in the municipalities listed in the attachments to the Agreement.

24.3 The Contractor shall conduct an assessment required in order to determine the number of workers to be hired within the project area perimeter from the communities selected, through one of the local job agencies listed in the attachments to the Agreement.

24.4 Before the commencement of activities in Indonesia, ENEL may verify the number of local labourers that should be hired in order to meet the percentage specified in the Agreement for the semi-skilled and unskilled activities or works. In order to allow ENEL to conduct this assessment, the Contractor shall provide:

- (a) a list of all activities or works, and/or part of them, that will be executed by the Contractor by utilising unskilled and semiskilled employees;

(b) the number of workers employed for each such activity or work.

24.5 For the avoidance of doubt, unskilled or semiskilled works are those:

(a) less professional and strategic for the execution of the services contracted;

(b) that, in the performance of their labour, will not be able to undermine the execution and achievement of services contracted, in whatever term, including quality and timing;

(c) that are able to undertake work and activities that can be undertaken without having specific competencies or receiving the minimum set of capacity/knowledge considered necessary by the Contractor.

24.6 The Contractor must ensure its subcontractors, sub-subcontractors and/or auxiliary companies operating on the worksite also comply with the above provisions in relation to local employment.