

The document "Attachment I Brazil" applies to all works, supplies and services contracts, governed by the Brazilian laws and regulations and executed by the companies of Enel Group and the Contractor.

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1. SCOPE OF APPLICATION.

According to the text under item 1, "SCOPE", of the General Part of these General Contract Conditions.

2. DEFINITIONS.

- **ABNT:** Brazilian Association of Technical Standards.
- **APR:** Preliminary Risk Analysis.
- **ART:** Annotation of Technical Responsibility.
- **Works and services acknowledgement minutes:** Minutes describing defects found in the finished works or services and the deadline for such defects being corrected by the Contractor.
- **Shipment authorization:** Document issued by ENEL, authorizing the Contractor to carry out the shipment of all or part of the equipment or material under the Contract.
- **Shipping Notification:** Document issued by the Contractor when all proceedings agreed are fulfilled, informing ENEL of total or partial shipment of equipment or material under the Contract.
- **ANEEL:** Brazilian Electricity Regulatory Agency.
- **BACEN:** Central Bank of Brazil.
- **Letter of intent or proceed order:** Non-compulsory agreement comprising all terms that may or may not be formalized by means of a Contract.
- **CNPJ:** National Corporate Taxpayers' Registry.
- **CREA:** Regional Council of Engineering, Architecture and Agronomy.
- **CPE:** Collective Protective Equipment.
- **PPE:** Personal Protective Equipment.
- **FGTS:** Government Severance Indemnity Fund.
- **ICMS:** Tax on the circulation of goods.
- **II:** Import Tax.
- **INPI:** National Institute of Industrial Property.
- **Inspector:** Individual or entity appointed by ENEL who performs inspection functions during any phase of performance of the Contract.
- **INSS:** National Institute of Social Security.
- **IPI:** Tax on industrialized products.
- **IRRF:** Withholding income tax.
- **ISS:** Tax on Services.
- **Materials:** any materials, products, equipment, machinery, involved in the Contracts.

- **Delivery note:** Commercial document containing a list of goods supplied and certifying delivery thereof.
- **General Part or General Part of these General Contract Conditions:** Shall mean the ENEL GROUP GENERAL CONTRACT CONDITIONS, to which this document is an attachment – Annex I.
- **Parties:** ENEL and the Contractor, when collectively referred to.
- **Proposal request:** Document in which ENEL requests an offer, and which shall include the technical specifications, as well as the commercial and legal specifications, among which the present General Contract Conditions shall be a part of.
- **PIS:** Social Integration Program.
- **Quality control plan:** Document issued by the Contractor specifying associated processes, procedures and resources, which will apply to meet the requirements under the Contract.
- **Inspection items program:** Document issued by the Contractor and approved by ENEL, identifying different inspections, checks, tests, or examinations (trials) that shall be carried out.
- **Agreed quality:** Agreement established by and between ENEL and the Contractor, according to which the Contractor guarantees some quality levels previously agreed between both parties.
- **Receipt in origin:** Procedure where inspections, checks, tests, or examinations (trials) required for the receipt of the material are carried out in the presence of ENEL's technicians or of an individual or entity authorized by ENEL, at the facilities of the Contractor, of its subcontractor or at any other entity as agreed upon by and between both parties.
- **Receipt by protocol:** Review of compulsory testing protocols, previously carried out by the Contractor, through which ENEL's technicians or any other individual or entity authorized by ENEL, approve of the shipment of such material or, otherwise, decide on confirmation of protocols results informed in the receipt in origin.
- **Quality Assurance System:** System that sets the requirements the Contractor shall meet in order to ensure the effectiveness and accuracy of the Contract subject matter.

3. LANGUAGE.

Notwithstanding the provisions of Clause “CONTRACT LANGUAGE” in the General Part, the original version of the General Part shall be in the Brazilian Portuguese Language.

The original version of this Annex I Brazil is the one in Brazilian Portuguese. In case of any conflict between the original version of this Annex I – Brazil, in Brazilian Portuguese, and its correspondent translations into other languages, the Brazilian Portuguese version shall prevail.

4. FORMALISATION.

4.1. Any omission or tolerance of the Parties in demanding the faithful compliance with the terms and conditions of the Contract, as well as the failure to exercise any rights provided for under the Contract or under the annexes thereto, or under the law in general, shall not constitute novation or waiver, nor shall it affect the right of the party to demand fulfillment thereof at any time.

4.1.1. The waiver of any of the Parties of any rights, power or privilege granted under the Contract shall only be taken into consideration if such waiver has been expressly made in writing and is known to the other Party. The waiver of any rights, power or privilege shall not imply the waiver of any future rights, even if they are of the same nature.

4.2. Should any provision of the Contract be declared as invalid, null or unenforceable, such nullity or unenforceability shall not affect any other clauses, terms or provisions, which shall remain in full force and effect. The Parties shall use their best efforts to endeavor to correct such nullity or unenforceability so that such correction respects the purpose of the provision in question, as well as the other provisions of the Contract, as far as possible.

5. INTERPRETATION AND HIERARCHY.

5.1. All issues under this Annex I shall be governed by the terms under its sections, and, in a complementary manner, by the terms under the General Part of the General Contract Conditions.

5.1.1. The rule set forth in the previous paragraph shall not be applicable to the matters that, as expressly stated in this Annex, shall be ruled according to the contents provided for under the General Part of these General Contract Conditions.

5.2. Notwithstanding the provisions of Clause "INTERPRETATION AND HIERARCHY" of the General Part, in case of any conflict between the General Part original version, written in Brazilian Portuguese, and any translations into other languages, the Brazilian Portuguese version shall always prevail.

5.3. In case of any conflict between the provisions of this Annex I and the provisions of the General Part of the General Contract Conditions, the provisions of this Annex I shall prevail, considering that, except when expressly stated in the contract or in this Annex I, the Provisions of the General Part are complementary to the provisions of this Annex I.

6. COMMUNICATIONS.

The communications shall take place according to the text under the General Part of these General Contract Conditions.

7. FINANCIAL CONDITIONS.

7.1. Prices.

7.1.1. In case of performance of any work or services, the Contract price shall be deemed as including all the direct and indirect expenses that are necessary for the performance of the contracted scope, including, but not limited to, unless expressly agreed upon otherwise, costs and/or expenses with:

- Direct and indirect labor.
- Machinery and related staffing.
- Machinery amortization.
- Permanent and consumable materials.
- Transport of people, materials and means, to and from the work site.
- Installation and authorization of services.
- Maintenance costs.
- General costs and industrial benefits.
- Taxes, fees, contributions, and any other duties applicable or that may apply to the contracted scope, and the relevant invoice(s),
- Expenses regarding programming, acknowledgement and tests, material control, execution control, checks, receipts and other analysis, which shall be borne by the Contractor.

- Complete execution of all units of the contracted scope according to the Technical Specifications and other contractual documents.
- Construction, demolition, and removal of works, surveillance or storage auxiliary facilities, and those carried out in compliance with the Standard for Prevention of Risks of Work Related Accidents.
- Expenses relative to any financial guarantee, insurance or any other guarantees, as applicable.

7.1.2. Prices shall be divided (e.g., prices for services, prices for materials and taxes payable), according to the provisions of the applicable legislation.

7.1.3. The Contractor shall be responsible for any additional costs resulting from the Contractor's failure to comply with the contracted conditions, including, but not limited to, the conditions of delivery and shipment, such as freights, shipments and/or other expenses.

7.1.4. There shall be no payment for materials, equipment and/or services not included in the Contract, except upon presentation of the price for the additional materials, equipment and/or services by the Contractor, and if previously accepted, in writing, by ENEL.

7.1.5. The estimated quantities of the services provided for under the Contract and the Annexes thereto may be extended, modified, reduced or cancelled by ENEL during the course of the Contract

7.1.6. The Contractor undertakes to accept increases, modifications and reductions to the scope and prices agreed upon in the Contract, provided that, together, they do not represent an increase or reduction of over twenty percent (20%) of the Contract value. In this event, the new time for delivery shall be mutually agreed by both Parties, by means of a detailed and grounded proposal issued by the Contractor.

7.1.7. In case the increases, modifications and reductions proposed by ENEL, duly motivated, represent, together, an increase or reduction higher than twenty percent (20%) the Contract value, the Contractor may accept or refuse them; however, in case they are refused, ENEL shall be entitled to terminate the Contract, without giving rise to any indemnity right to the Contractor.

7.1.8. In case it is necessary to carry out a work unit not foreseen under the Contract prices table, the related price shall be defined between ENEL and the Contractor, according to the motivated proposal, based on the costs breakdown of other similar units to which there is a per unit price.

7.1.9. The negotiation of the price being discussed shall be carried out regardless of the execution of such unit, and the Contractor shall be bound to execute it after the receipt of the order from ENEL.

7.1.10. When it is not possible to set a negotiated price or in cases where ENEL deems necessary, the price shall be set according to the tables that the Contractor shall include in its proposal, which shall include terms of equal content to the ones set forth under clause 7.1.1.

7.1.11. The execution of works by management shall be performed by means of previous written execution order by ENEL.

7.1.12. Staffing costs shall include tools required according to staff expertise areas, as well as equipment required for protection, safety and proper execution of works.

7.1.13. Incidental costs to the scope of transportation, per diem rates or staffing maintenance by the Contractor shall not be accepted.

7.2. **Modification to prices.**

Prices are considered fixed and non-adjustable, unless expressly stated otherwise in the Contract. Any changes in prices or contractual adjustments shall only be allowed to be made if provided under the Contract. When the Contract provides for any adjustment, it shall take place annually, based on one hundred percent (100%) of the variation of the official index as chosen in the Contract, calculated in the twelve (12) months immediately preceding the month of adjustment, or one hundred percent (100%) of the variation of the official index that replaces it, formalized by

means of a Letter to be issued by ENEL. Therefore, the Contract shall detail the values of the relevant indexes and corresponding adjustment formulas, if any.

7.3. Invoicing.

7.3.1. The invoices (or “bills of sale”) shall be complemented by the related document supporting the registration of the Contractor with the INSS (National Institute of Social Security) specifically to the activities related to this Contract subject matter, by the document supporting the registration of the Contractor with the municipality where the ISS (Services Tax) charge is applicable, as well as relevant evidence of collection and/or payment of the corresponding tax and/or social security liabilities.

7.3.2. In addition, the invoices shall include:

- Order or Contract number;
- Any tax levied on the operation, such as: ISS (tax on services); IPI (tax on industrialized products) and ICMS (tax on circulation of goods), in case of acquisition of materials;
- Due date;
- Specification of services and/or materials acquired by means of their respective identifiers;
- Name and number of CNPJ (Brazilian National Register of Legal Entities) of the ENEL Group Company performing the purchase and/or receiving the services;
- Value per unit of the services, materials or items of equipment;
- Total value of the services, materials or equipment;
- Specification of all tax deductions and withholding taxes.

In case ENEL identifies any mistakes, flaws or discrepancies in the invoices or bills of sale, as well as any failure to comply with legal and contractual liabilities by the Contractor, payment shall be interrupted, being performed only within thirty (30) days after the Contractor remedies the situation.

7.3.3. The invoice reviewed by the Contractor shall have the same term for payment, as from the date of receipt thereof, as well as the invoice originally sent.

7.3.4. ENEL shall not be responsible for any financial or bank expenses necessary to issue the invoices.

7.3.5. Under no circumstances shall the Contractor or its subcontractors be authorized to issue any securities against ENEL or against any other entity belonging to ENEL Group, and the Contractor shall be responsible for bearing all expenses, losses and damages resulting from the breach of the provisions of this clause.

In the same invoice, the following items shall be separated:

- a. Any works contracted by management as a complement to the Contract.
- b. Any increase already billed through the application of adjustment formulas provided for under the Contract. In this case, it is necessary to include justifications related to the value of indexes applied, as well as details of the relevant adjustment formula.

7.3.6. Payments to any companies, whether national or foreigner, providing services or materials involving any kind of transfer of technology, or know-how, or technical assistance, or any other type of service/supply requiring any specific registration, shall be subject to the specific proceedings set forth under the Contract and the law, the Contractor being aware that it may involve procedures within official bodies, such as, for example, the National Institute of Industrial Property (INPI – *Instituto Nacional da Propriedade Industrial*) or the Central Bank of Brazil (BACEN – *Banco Central do Brasil*).

7.3.7. In case it is necessary to perform the registration with such official bodies, the Contractor shall only be allowed to issue the mentioned invoice/bill of sale after such official bodies have published the approval of the application for registration.

7.3.8. In case the procedures referred to above cause any delay that is not due to the sole fault of the party responsible for the registration thereof, the resulting delay on invoicing and payment shall not be attributed to ENEL, and shall not give rise to the accrual of any interests, updating or monetary adjustment.

7.3.9. It is hereby agreed that, in case any invoice is issued without following the procedure above, ENEL shall not be bound to pay it, and the Contractor shall cancel the invoice issued by mistake, and replace it with a new one, according to the procedure described in this clause, bearing all incurred costs, including those related to taxes, which may be payable by reason of cancellation of the invoice issued in breach of the provisions in this clause, as well as in relation to the issue of the new invoice as replacement.

7.4. Payment conditions.

7.4.1. The invoices shall be paid within the period set forth under the Contract, after ENEL's analysis and previous approval of the fulfillment of the contractual conditions; in case the term for payment is not expressly specified in the Contract, it shall be first day of massive payment after ninety (90) calendar days as from the date of registration of the Invoice by ENEL, or the invoice date of approval, if later than the registration date.

7.4.2. The import invoices shall follow customs rules, and particularly the provisions under the Federal Revenue Service (Ministry of Finance) decree nº 6759/09, art. 557.

7.4.3. All payments made prior to the Temporary Receipt, pursuant to the provisions of the Contract, shall be considered advance payments of the final price. In case where a financial guarantee for the fulfillment of this Contract is not provided, ENEL shall withhold ten percent (10%) of the Contractor's invoicing, according to item 19 of this Annex.

7.4.4. In the event any errors, failures or divergences in the collection documents are found, the payment period shall only be counted as from the date of resubmission, by the Contractor, of the relevant accurate and orderly bills of sale/invoices, without the application of interest, updating, and monetary adjustments.

7.5. Electronic invoicing.

Without prejudice to the billing and to the payment conditions set forth under the previous items, the Contractor may use an electronic billing system, provided that ENEL has such system. If the Contractor chooses to use the electronic billing system, it shall keep it throughout the term of the Contract, or whenever such system is operational.

8. TAXES.

The taxes levied on the subject matter of the Contract shall be applicable under the terms of the legislation in force and at the time of the taxable event that has given rise to the tax liability. In the event of any changes to the tax legislation, the information contained in the tax document shall be altered in order to comply with the legislation in force at the time.

All taxes levied or that may be levied on the subject matter of the Contract shall be paid by the relevant taxpayer or person responsible for it, pursuant to the tax legislation, and the Party responsible for the payment of a certain tax shall keep the other free of any responsibilities, demands and actions of any nature in relation to said tax.

The taxes, when subject to any withholding, shall be withheld in accordance with the law, so that the payments to be made to the Contractor are always effected at its net value.

If, during the term of the Contract, any new Taxes are created or there is any change to the tax legislation that materially changes the tax burden of the Contract (for more or less), the value of the Contract, as the case may be, shall be adjusted proportionally, by means of an amendment thereto detailing the corresponding change.

Upon the occurrence of any changes to the tax legislation, the information contained in the tax documents issued as a result of the contracts shall be altered in order to adjust to the legislation in force at the time.

8.1. Taxes applicable to imports and other customs expenses.

8.1.1 The Contractor shall be solely responsible for the payment of all taxes and any other charges, existing taxes or fees, both in Brazil or abroad, if any, resulting from the Contract, which shall be duly included in the Contract price.

8.1.2 The only exception to the previous paragraph shall be the Brazilian taxes described in the following sub-items (i), (ii) and (iii), considering that, according to Brazilian legislation, ENEL is the legal taxpayer and shall pay taxes directly and bear the costs of the relevant payment thereof:

(I) Importation of services.

The following Brazilian taxes on the import of services shall be borne by ENEL: ISS, PIS, Cofins, CIDE and IOF. Withholding tax (IRRF) shall be withheld by ENEL and deducted from the amount to be paid to the Contractor.

(ii) Imports of equipment of foreign origin.

The following Brazilian taxes on imports of equipment of foreign origin shall be borne by ENEL (not included in this concept: customs and other import expenses): II, IPI, PIS, Cofins, ICMS and AFRMM.

(iii) Local purchase of products.

The differential of ICMS tax rate on the delivery of goods by any national company shall be borne by ENEL.

Therefore, the Brazilian taxes described in sub-items (i), (ii) and (iii) above shall be borne by ENEL and shall not be included in the Contract price.

8.2. Taxes applicable to purchases of goods and services rendered in Brazil.

8.2.1 In the case of supply of goods and performance of services by any Brazilian company, the Contractor shall be responsible for payment of all taxes due, in accordance with current legislation, except for the differential of the ICMS interstate rate, which shall be borne by ENEL. In this case, all applicable taxes shall be established in the Contract to quantify the total price: ICMS, ISS, PIS, Cofins and IPI.

8.2.2. Taxes, when subject to withholding, shall be withheld in accordance with the law, so that payments to be made to the Contractor will always be made at their net value.

8.3. Compliance with tax obligations and benefits.

8.3.1. The Parties agree to comply with all obligations, to handle and provide all documentation necessary for the proper payment of taxes, including withholding and other legal obligations that apply to the Contract, following all procedures established in the applicable Law.

8.3.2. Likewise, the Parties agree to cooperate in obtaining tax exemptions or other applicable tax benefits. If ENEL loses the right to any tax benefit due to the action, omission, lack of diligence or any

other cause imputable to the Contractor, ENEL may offset the amount of the unused tax benefit from any amount due to the Contractor.

8.3.3. If, at any time, ENEL or the Contractor benefits from any tax benefits that imply any reductions, or tax exemptions, or, in case there is the extinction of the taxes, such events shall be informed to the other Party and shall imply proportionally in the readjustment of the value of the Contract, by means of an amendment to the Contract detailing the impact of the corresponding reduction.

9. PERFORMANCE

9.1. Introduction.

9.1.1. The Contractor represents and warrants that:

a) It is fully aware and has full domain of the services set forth under the Contract, the place where they will be provided, the border regions and access routes, and all other factors and conditions that may influence the cost and term of performance, being exclusively responsible for all the complementary investigations that it deems necessary.

- Pursuant to the foregoing, the Contractor shall not be entitled to any complaint, indemnity, claim for additional payment, or for the characterization of any extraordinary service, including to justify delays or extend contractual deadlines, due to alleged design errors, due to difficulties or inconvenience of any kind in relation to the conditions existing at the place of service performance, namely geological, meteorological, environmental and safety conditions.

b) It holds the professional documentation issued by the relevant authority that enables it to exercise the activity it develops, and that its company has all the necessary registrations, authorizations and licenses that are necessary from the competent bodies for its operation and performance of the object of the Contract, which, as stated hereby, are covered by its corporate object, undertaking to maintain such registrations, authorizations and licenses in force during the term of the Contract.

9.1.1.1 ENEL undertakes to provide, upon request of the Contractor, all technical data and documents under its responsibility, when available and indispensable for the performance of the activities contemplated under the Contract. If the data provided by ENEL is insufficient or incomplete, the Contractor undertake to request the missing information in a timely manner.

9.1.1.2 If the Contractor find any error, omission or discrepancy in the projects, drawings and technical specifications provided to it, it shall communicate ENEL in writing to that effect, detailing everything that needs to be corrected.

9.1.2. For the execution of services related to the works, as well as for the acquisition of materials required to the performance thereof, the provisions of these Global General Conditions, the General Part and the Contract shall be fully complied with, particularly the recommendations of the Brazilian Technical Standards Association (ABNT – Associação Brasileira de Normas Técnicas), with the strict fulfillment of the laws and requirements of federal, state and municipal authorities, releasing ENEL from any responsibility in case the Contractor fails to fulfill any legal requirements.

9.1.3. The Contractor shall place, on a visible site at the work site, a sign of the company informing the name of the Technical Manager and his/her registration number in CREA (Regional Council of Engineering, Architecture and Agronomy).

9.1.4. The Contractor shall provide the registration of Annotation of Technical Responsibility (ART – *Anotação de Responsabilidade Técnica*) related to the works and/or services under the Contract, in the CREA of the region where such works and/or services shall be carried out, according to the terms of the applicable legislation, and send a copy of this document to ENEL prior to the beginning of the performance of the Contract.

9.1.5. The Contractor shall request to ENEL, in due course and in advance, licenses under its sole, exclusive and direct responsibility, so that the performance of the works or services is not affected and the commencement of the services/machinery operation is not prevented, the costs necessary to obtain these licenses being the Contractor's responsibility.

9.1.6. If such request is not performed in due time and according to the aforementioned paragraph, the Contractor shall be subject to the sanctions set forth under the Contract, as well as shall be liable for any resulting damages that may be caused, whether directly or indirectly, to ENEL.

9.1.7. The Contractor shall keep accurate and updated records of all costs, expenses, financial transactions, and duties related to the performance of the works and services and the acquisition of materials required to the performance of the Contract.

9.1.8. For audit purposes, the records mentioned in this item shall be made available to ENEL, or those appointed by ENEL, during working time at the Contractor's offices.

9.1.9. The Contractor shall register with the relevant authorities all equipment used in the performance of the services, if legally required, particularly, but not limited to, in relation to the environment, the Contractor being solely responsible for all damages and losses caused to ENEL.

9.1.10. The Contractor shall provide its employees, at its sole and exclusive responsibility, with all Personal Protective Equipment (PPE) and Collective Protective Equipment (CPE) of compulsory use, pursuant to current legislation, used in the performance of the Contract.

9.2. Inspections, checks and tests.

9.2.1. ENEL may inspect the materials and equipment under the Contract at any time of manufacture thereof, as well as inspect the performance of the contractual works and services, including any materials the Contractor may use for such services. This inspection may be carried out by ENEL's own staff or by individuals or entities assigned by it, at the Contractor's worksites, offices, factories, workshop or warehouses, as well as of its subcontractors. For such purpose, ENEL's inspectors shall have free access to the referred facilities, and shall make the access easier whenever necessary.

9.2.1.1 The Contractor shall facilitate ENEL's action in the monitoring and supervision of all phases of the services, providing all the collaboration that is necessary, and allowing free access to the documentation and reports pertaining to the object of the Contract, to its plants, workshops or facilities.

9.2.2. Without prejudice to the provisions of the Contracts, the inspections, checks and tests shall be carried out respecting all the Program of Inspection Items developed by the Contractor and approved by ENEL.

9.3. Quality control.

9.3.1. The quality control includes a set of actions, activities and techniques required to provide enough confidence that the material, equipment, work or service under the Contract will satisfactorily meet the conditions required by ENEL and, as the case may be, by the applicable technical standards.

9.3.2. The Contractor shall be the sole responsible for the quality control, regardless of controls and checks carried out or required by ENEL, whether directly or through any third party. These tests, controls and checks shall not release the Contractor from its exclusive responsibility.

9.3.3. Prior to starting the manufacture process, or the performance of contracted works or services, the Contractor shall provide, upon ENEL's request and approval, a Quality Control Plan (in compliance with ISO 10.005 or equivalent), which shall include the Program of Inspection Items, as well as the list of applicable operations and procedures.

9.3.4. Once the referred Quality Control Plan is submitted, ENEL may object to it within fifteen (15) business days, always providing justifiable reasons, and the Contractor shall undertake to change it with due diligence, making the appropriate corrections in accordance with the objections raised by ENEL.

9.3.5. During the performance of the Contract, the Contractor shall carry out the activities in the most strict and rigorous manner as defined in its Quality Control System and in the Quality Control Plan approved by ENEL. In any event, ENEL reserves the right to carry out the audits and/or inspections that are necessary to evidence the fulfillment hereof.

9.3.6. When completing the performance of the Contract, the Contractor shall submit to ENEL's approval a final Quality Control report, the contents of which shall be consistent with the provisions of the Contract and of the approved Quality Control Plan.

9.3.7. ENEL may require the Contractor to apply for registration in a Notary Public the technical documentation necessary to manufacture materials and equipment under the Contract. This documentation shall be available to ENEL, which may use it in case ENEL intends to discontinue or remove any product from the catalogue, or in cases of insolvency of the Contractor or of its subcontractors or suppliers.

9.3.8. Without prejudice to the provisions of the General Part of these General Contract Conditions, in case the Contractor fails to comply with the quality standards required for each kind of service or supply, ENEL may, at its sole discretion, demands the performance by the Contractor, at the Contractor's sole expense, of an action plan, which shall be previously approved by ENEL, in order to meet the quality standards, under the penalties provided for in the Contract and/or termination of the contract, the Contractor not being entitled to any indemnification whatsoever. This case shall not be considered a novation of the obligations initially contracted, but rather, liberality on the part of ENEL to mitigate the damages and/or losses that may arise from the Contractor's failure to comply therewith.

ENEL may, also at its sole discretion, depending on the severity and extension of the failure to comply with the safety and/or quality standards, decide to immediately terminate the contract, the Contractor not being entitled to any indemnification whatsoever.

9.3.9. Under no circumstances, shall the fulfillment of these quality control conditions release the Contractor from responsibility and/or any penalties for the incorrect performance of the Contract, as well as the adoption of the applicable measures by ENEL due to any losses and damages resulting therefrom.

9.4. **Delivery and receipt conditions.**

9.4.1. **General.**

9.4.1. In case the Contract fails to provide for any specific expiration date and defines only the term for performance or delivery, this term shall count as from the execution of the Contract or the as from the date of issuance of the Letter of Intent or Proceed Order.

9.4.2 If ENEL finds, at any time, that the progress of the work will not allow for completion within the period provided for in the Contract, due to any actions or omissions not attributable to ENEL, it may require, and the Contractor undertakes to comply with, the use of the necessary remedies in order to eliminate the delay and allow for completion of the services on the due date, without this implying any change to the value of the Contract, nor any additional burden to ENEL, subject to the other provisions of the Contract.

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

9.4.2.1. At each delivery, the Contractor shall also send all the final technical documentation, as well as protocols and tests set forth under the Specifications, under the Contract and, as the case may be, under the relevant Technical Standards.

9.4.2.2. In addition to the aforementioned documentation, the Contractor shall certify, in case it is required by ENEL, that the drawing, raw materials, materials and brands and types of components are identical to those that resulted in the approval, if the case may be.

9.4.2.3. In order to carry out the delivery, the Contractor shall send to ENEL, at the attention of its contact person or person in charge of the receipt appointed in the Contract, in good time, the Shipping Notification including the following information:

- Contract reference number.
- Number of volumes sent, informing the material they hold. In case these are the last volumes contracted, it shall be expressly informed.
- Data related to the means of transportation used and/or the transporting company, including the information and telephone of the contact person.
- Date and place where the equipment or materials are made available.
- Likewise, the Contractor undertakes to immediately communicate ENEL of any circumstances that change the delivery conditions agreed upon.

9.4.2.4. Unless expressed otherwise, regarding materials or equipment subject to quality control, the Contractor shall not send them unless it has the compulsory Shipment Authorization, subsequent to the Protocol Receipt or the Receipt in Origin issued by ENEL, pursuant to the definitions set forth in this document. Items supplied under a Quality Agreement system shall be excluded from this requirement. However, in case the Contractor proceeds with the shipment, all resulting expenses shall be under its responsibility.

9.4.2.5. Unless otherwise provided for under the Contract, the delivery of materials and equipment shall be performed in the DDP modality (Incoterms CCI 2010) at the place of destination defined in the Contract. The terms related to delivery, ownership, insurance, etc., shall be constructed in compliance with Incoterm, except where it conflicts with the provisions of the Contract.

9.4.2.6. Without prejudice to considering the delivery date complied with, ENEL reserves the right to postpone any shipment or dispatch of materials or equipment. The Contractor shall bear storage and insurance expenses for a period of up to thirty (30) days following the new delivery date agreed upon. In case the postponement lasts for a longer period, compensations resulting from additional storage and insurance expenses shall be defined by means of mutual agreement by and between the Parties.

9.4.2.7. Once the material or equipment is received by ENEL, the Temporary Receipt Document shall be issued, signed by both Parties, making reference to the successful result of the checks or tests, and of the final acknowledgements, or it shall include circumstances in which any detected deficiencies should be corrected or remedied. The Temporary Receipt Document shall be formalized within no later than eight (8) calendar days as from the date when any Party so requests, provided that all conditions or activities under the Contract are met.

9.4.2.8. When checks or tests and final acknowledgements are not demandable, the delivery of materials and equipment by the Contractor shall be formalized with ENEL's compliance agreement and receipt thereof.

9.4.3. Works and/or Services.

9.4.3.1. After the Guarantee Period has elapsed, the Contractor shall notify ENEL of such expiration, requesting the Final Receipt. After such request, ENEL, if applicable, shall communicate the Contractor of the Final Receipt date, which shall take place within no later than thirty (30) days as from the receipt of the notification by ENEL.

9.4.3.2. On the date mutually agreed upon for the Final Receipt, the evidence of the state of the contracted work or service shall be carried out, in the presence of the Contractor, as well as the checking of whether the requirements were met, with due evidence.

9.4.3.3. The management of the performance of the assigned works or services shall be the Contractor's responsibility.

9.5. Transfer of property and risks.

9.5.1. Materials and/or equipment.

The Contractor shall be responsible for any latent defect or manufacturing defects, during the Warranty Period, as well as for the period informed by current legislation, in addition to legal responsibilities or any other responsibility that may result.

9.5.2. Works and/or services.

The Contractor shall be responsible for any latent defect or manufacturing defects, also during the Warranty Period, up to the period informed by applicable legislation, in addition to legal responsibilities or any other type of responsibility that may result.

10. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.

10.1. It shall be considered Contract subcontracting, as the case may be, all Contractor's agreements or operations in order that third parties participate in the performance or execution of the Contract.

10.2. The maximum limit for subcontracting of services or supplies is thirty percent (30%) of the total contract amount, for the full Contract period. Any variation of this limit shall be previously authorized, in writing, by ENEL, on a case by case basis.

10.3. Assignment of Contract shall mean all Contractor's agreement to transfer to third parties all rights and obligations resulting from the Contract, and the assignment and/or subcontracting may only be performed if previously authorized by ENEL, according to the terms of the Contract and the relevant Contractual Documentation.

10.4. Under no circumstances shall there be any contractual relationship between the Contractor's assignees or subcontractors and ENEL, the Contractor always remaining responsible for all activities of such subcontractors or assignees, and for the fulfillment of contractual, legal and tax liabilities resulting from the performance of its work; including, but not limited to, any obligations arising from labor related accidents and of any other nature, as well as labor and social security charges, as well as for damages and losses caused to ENEL by any subcontractors or assignees, their agents, advisors and workers.

10.5. ENEL shall not be held accountable before any subcontractor or assignee, or their staff, for any claim directly or indirectly resulting from the Contract. The Contractor undertakes to ENEL to make great effort to prevent formulation and/or processing of such claims. Consequently, the Contractor shall be liable to ENEL and shall hold ENEL harmless of any judicial or extrajudicial claims or proceedings against ENEL by any subcontractor or assignee, or their staff. This shall include the amount payable by ENEL, as well as expenses or costs of any nature incurred by ENEL as a result of such claim. In case the Contractor fails to fulfill the terms under this item, it shall be constructed as serious breach, and ENEL shall be entitled to terminate the Contract, without prejudice to the possibility of ENEL to apply the penalties set forth under the Contract, as well as to suspend payments or withhold any amounts due to the Contractor, or to any other applicable legal measure.

10.6. Under no circumstances shall there be any joint and several liability of any nature, between ENEL and the Contractor, its subcontractors or assignees, nor between ENEL and the employees or representatives of the Contractor, its subcontractors or assignees, regarding the performance of the Contract.

10.7. In cases of assignment or subcontracting of the Contract, the Contractor undertakes to obtain from the assignee or subcontractor the previous acceptance of all contractual, legal, labor, confidentiality and safety conditions contractually agreed upon with ENEL, which shall be presented along with the evidencing documentation.

10.8. According to the provisions above, ENEL may, at any time, inspect and monitor the works or manufacturing carried out by the assignee or subcontractor, and the fulfillment of their

obligations. The subcontractor or assignee shall provide ENEL with all collaboration required (documents, reports, free access to their factories, workshops or facilities, etc.).

10.9. ENEL reserves the right to reject subcontractors or assignees who, as work progresses, ENEL considers as not appropriate to maintain, without the need to indemnify the Contractor.

10.10. The Parties hereby agree that the obligations and rights arising out of the Contract may be assigned, at any time, and without the need for prior authorization, to the companies of ENEL Group, upon written notice to the Contractor thirty (30) days in advance.

11. ASSIGNMENT OF RIGHTS AND CREDITS.

ENEL may assign its collection rights or payment obligations resulting from the Contract, on behalf of any company affiliated to ENEL, provided that it notifies the Contractor.

It is strictly forbidden for the Contractor to assign the credit it holds against ENEL to third parties without the latter's prior and express consent. If such assignment takes place, ENEL may immediately terminate the Contract, without prejudice to the applicable contractual fines and the relevant judicial measures.

12. CONTRACTOR'S OBLIGATIONS.

During the term of the Contract, without prejudice to the other obligations undertaken in the Contract or its Annexes, the Contractor shall:

12.1 Plan, conduct and perform the services under the Contract, strictly and fully in accordance with the provisions of the Contract and its annexes, with the legal determinations and complying with the rules established by ENEL.

12.2 Fully meet the levels of service quality, quality, quantity, validity, and brand of materials, on a case by case basis (also promoting the immediate change of materials that are defective or in disagreement with the requests made by ENEL, including as to the deadlines and conditions for performance of the contracted subject matter, maintaining these conditions throughout the validity of the Contract.

12.3 Schedule to perform the services in accordance with the timetables made available in the Contract and relevant annexes, strictly complying with the terms agreed upon and being responsible for all losses and damages that ENEL may incur, directly or indirectly, as a result of the delays in the service performance due to the exclusive fault of the Contractor.

12.3.1 The Contractor shall clarify any problems or questions that may arise for the performance of the services before the beginning thereof. The Contractor's silence shall make it fully comply with the provisions of the timetable, without any right to claim or shutdown the service under the Contract, and being responsible for all losses and damages, whether direct or indirect, caused to ENEL and/or third parties due to the breach of this obligation, giving ENEL the right to withhold payments due to the Contractor for such losses and damages.

12.3.2 The Contracted Party shall appoint technical officers on a permanent basis to perform technical and/or administrative roles related to the activities under the Contract, in accordance with the conditions provided for in the Service Technical Specification, duly attached to the Contracts.

12.4 Provide, whenever requested, complete clarifications on the development of the services, aiming at any measures that may be of interest to the inspection with a view to the proper performance of the

works, making available to ENEL the documents and materials in use for the performance hereof in any phase.

12.5 Adequately protect the materials to be supplied, providing packaging that guarantees full protection and safety, also being responsible, at its own risk, for all transport and insurance contracts of the referred materials until their effective delivery at the places indicated by ENEL.

12.6 Indicate, in a legible manner, on the packaging of the materials, the places for delivery thereof, the number of supply requests made by ENEL and the Contractor's name.

12.7 Be solely and exclusively responsible, without any right of recourse, for any and all loss and damage that the materials supplied may cause to their final recipients, as well as any problems arising from the provision of services or works performed, giving ENEL the right to withhold payments due to the Contractor for such loss and damage.

12.8 The Contractor's delay in correcting failures to the services, or replacing materials that are defective, shall allow ENEL to make such modifications as it deems appropriate by debiting the costs arising therefrom or by offsetting them from future payments due to the Contractor or by using any other reasonable remedies to collect such amounts.

12.8.1. The Contractor shall replace all materials supplied or paid for by it which are defective in series, and shall present and justify the solution adopted so that such defects do not occur in the rest of the materials and/or equipment still pending delivery. The Contract shall define the percentage that, when reached, taking into account the total of the defective materials and/or equipment contracted, shall be considered as defect in series.

12.8.2 Replace, in two (2) business days or in any other period set forth in the Contract, the materials and equipment that are not in accordance with the agreed and required conditions, are inadequate, or of poor quality. These materials and/or equipment may remain in ENEL's possession until they are replaced by the Contractor, and ENEL shall have the right to use the rejected material and/or equipment until such time as the Contractor supplies the new one.

12.9 Present, whenever requested by ENEL, full details of any material used in a given service. Failure to comply with ENEL's request shall allow it to challenge or reject the service, without any indemnity rights being granted to the Contractor.

12.10. Be responsible for the dimensioning of the materials and equipment, and complement, when requested by ENEL, as well as for the quantity of tools and equipment, if there is evidence of the insufficiency of the same for the fulfillment of the contractual deadlines. The expenses incurred for this complement shall be the responsibility of the Contractor.

12.11 Provide all trained, qualified and certified labor, equipment and tools necessary for the performance of the services, as well as perform the mentioned services in accordance with the Contract and its Annexes, subject to the Good Engineering and Construction Practices, the rules or standards of ABNT, or, in their omission, any international technical standards applicable and previously agreed upon between the Parties, always respecting the Network Procedures of ONS – National Electric System Operator, ANEEL's resolutions, the laws, decrees, ordinances and any other standards applicable and in force on the date of execution of the Contract.

12.12 The Contractor, provided that it is required by ENEL, according to the nature of the Contract, shall submit weekly, or in any other term set forth in the Contract, a progress report of the works/services, containing at least the following information: physical progress by activity (in

percentages), control of the work timetable, purchase status of the main inputs, photographic record of the main activities and work histogram in the period.

12.13. The performance of modifications to the services under the Contract that are not authorized, agreed or specified in the Contract, Amendments, and Annexes thereto, and to the rules for construction, installation and maintenance services, authorizes ENEL to reject the service that has been modified or improperly performed and order its demolition or removal and new construction, maintenance or rework of the service by the Contractor or by third parties (provided they are approved by ENEL), at the Contractor's expense, without prejudice to the possibility of applying the penalties provided for in the Contract and its annexes, or adopting appropriate measures for the application of losses and damages arising therefrom, plus court costs, interest and monetary adjustment.

12.14 In the Contracts, where necessary, according to legal and/or ENEL's requirements, the Contractor shall provide, before starting the performance of the referred contract, the registration of ART for the Services in the relevant Council for the service to be performed. The Contractor shall bear all costs and fees relating to the correct filing of ART, including, but not limited to, the payment of the corresponding billing document.

12.15. Inform ENEL, or whoever it indicates, in the shortest possible term, not exceeding five (5) consecutive days, of the occurrences resulting from the performance of the services that may give rise to any measures to be taken by ENEL before the Government, public service concessionaires and funding agents, for the protection and continuity of these public services, if they become affected by the services.

12.16. Settle, in a timely manner, any and all commitments that may be made to third parties, including Subcontractors, in order to prevent such commitments from constituting liens or encumbrances of any nature on the services, in which case it shall be fully responsible for the reimbursement of any damages caused to ENEL.

12.17. Provide and maintain vigilance for the protection and safety of the place where the services are provided until compliance with the contracted object is verified, without prejudice to any vigilance that ENEL may exercise, it being understood that the vigilance to be performed by the Contractor will not lead to any regulatory state power or allow the use of firearms.

12.18. Provide, promptly, the release of any service fronts, avoiding delay in the performance of services, as well as take responsibility for any increase in contracted costs, when, by valid determination of the competent authority, the services or works are embargoed or have their performance suspended, for reasons attributable exclusively to the Contractor, its Subcontractors or agents.

12.19. Answer, investigate, resolve and inform, within the period and urgency defined by the inspection, any complaints generated by ENEL's customers and which are related to the listed deficiencies, negligence and poor service in the development of any work or service attributed to the Contractor.

12.20. Replace or repair goods of ENEL or of third parties that have been damaged by any actions or omissions of the Contractor, always under the supervision of the Contractor, and ENEL may withhold from any payment due to the Contractor the amounts necessary to cover expenses for repairs and compensation for any damage caused.

12.21. The Contractor is fully responsible for observing and fulfilling all that is necessary to perform the contractual services and, in any event, for everything that is indicated as its responsibility in the Contract, in particular, for the following: use specialized professionals in sufficient numbers to satisfy

the needs of the services within the period agreed in the Contract, according to the qualification and specifications provided in the Contract and its Annexes, including obtaining and bearing the costs corresponding to all licenses, certificates and permissions that are specifically and expressly under the responsibility of the Contractor, as set forth in the Contract to Annexes, or as defined by laws, rules/regulations.

12.22. The materials, tools and equipment removed by the Contractor for the performance of the Services and that belong to ENEL shall be returned within no later than two (02) business days, after the end of the Contract and/or validation of the inventories in the site defined by ENEL. The Contractor shall have an adequate place for the storage of materials, tools and equipment, pursuant to the terms and conditions set forth in the Contract and/or the annexes hereto.

12.22.1. ENEL shall be released from any responsibility for thefts occurred at the site or in the transfer process, the Contractor being liable for any losses and damages caused to the materials, tools and equipment as a result of its respective custody, storage and maintenance, from removal until return thereof.

12.22.2. In case of loss or damage of any material, tool or equipment, ENEL may choose to: (i) demand the replacement thereof from the Contractor; (ii) demand full payment of the value thereof; or (iii) deduct the total value of the referred materials, tools or equipment from any sum of money payable to the Contractor.

13. CONTRACTOR'S RESPONSABILITIES.

13.1. Contractor shall be responsible, civilly and criminally, directly or indirectly, solely and exclusively, for all liabilities, losses and damages, indemnities, fines, judicial convictions, administrative convictions, and any other expenses incurred, which arise from any actions and/or omissions, whether willful or negligent, on its own behalf and on behalf of its professionals, agents, contractors and/or subcontractors, as a result of the performance of the object of the Contract, caused to ENEL, its employees, third parties or the environment, releasing ENEL from any and all liability in this regard, giving ENEL the right to withhold any payment due to the Contractor for all the expenses and costs incurred.

13.2 If any judicial or extrajudicial dispute is initiated, as well as any acts of administrative authorities against ENEL, as a result of the performance of the Contract and therefore due to the responsibility of the Contractor, whether directly or indirectly, or a dispute is initiated due to any action or omission of the Contractor or its subcontractors, it shall have the right to withhold from any outstanding payments or existing guarantees an amount equivalent to that being claimed, including social security contributions and income tax, and shall return them to the Contractor, with appropriate adjustments, after a judgment or decision without the possibility of any appeal declaring the fact unfounded or determining the exclusion of ENEL from the list of defendants. In this case, the Contractor shall also reimburse ENEL for the fees paid to its attorneys, especially in the preparation of petitions and travel to hearings, and by its representatives, in addition to the judicial and administrative costs and the cost incurred to produce evidence, serving as the basis for the reimbursement agreed herein the remuneration of the lawyer and of ENEL's representative, except in cases of default or loss of procedural deadlines by ENEL, without prejudice to any action for reimbursement.

13.3 If the Contractor is a Consortium, the Contractor shall be responsible and guarantee that it has been set up in accordance with the standards required by ENEL and that it meets the requirements set out in articles 278 and 279 of Law N° 6404/76, as amended, the instrument of incorporation of which is valid for at least the same or, preferably, longer than six (6) months as compared to the term of the Contract, being therefore legally capable of complying with the obligations taken under the

Contract until ENEL formalizes the discharge of the obligations assumed, under penalty of application of sanctions and even termination of the Contract.

13.4 The Parties agree that, if the Contractor is a Consortium, the contracted Consortium Members shall be jointly liable to ENEL for all obligations undertaken, including, but not limited to, their respective obligations and tax credits related to their operations, as well as their respective labor and social security obligations.

13.5 The Parties agree that, even if the Contractor is a Consortium, each of the Consortium Members shall invoice directly to ENEL the amounts related to the services provided by it, respecting the proportions of its participation in the referred Consortium, as well as the terms and maturities established in the Contract and in the Annexes thereto.

13.6 The Parties agree that, regardless of the constitution of the Consortium, the breach of contract by the Contractor, the Consortium or any of the individual Consortium Members shall entitle ENEL, at its sole discretion, to terminate the Contract, by operation of law, without any right to compensation for the Contractor, the Consortium or any of the Consortium Members.

14. CONTRACTOR'S WARRANTY.

The Warranty Period for materials and equipment, as well as for the contracted works and services, shall extend throughout the period set forth in the Contract, and, if such period is not specified, for five (5) years in case of Civil Construction Works, and one (1) year for the other services and for the materials supplied, as from the execution of the Temporary Receipt Document. In case the Temporary Receipt Document is not signed, the period shall be counted as from ENEL's consenting with the material delivery or as from communication of completion of the contracted work or service, including delivery by the Contractor of the relevant documentation to ENEL, for the processing of the administrative authorization to start up the work, as the case may be. Such materials and equipment shall withstand any and all climatic conditions in the locations where they are installed.

14.1.1 The Warranty Period set forth in the item above considers, cumulatively, that: (i) all equipment and services provided shall be new, of adequate quality and shall be free from design faults, material defects and performance faults, whether such faults and defects are visible or hidden; (ii) all services shall be in strict compliance with all ENEL's Technical Specifications, as attached to the Contract, as well as any other stipulations of the Contract and Annexes; (iii) the contracted services and works shall be in compliance with all laws, technical standards, permits and Good Engineering and Construction Practices; and (iv) in the case of sending equipment and components for the correction of any problems by the Contractor, all costs, including transportation and the relevant insurance, shall be under its responsibility.

14.1.2 It shall be at the discretion of ENEL's supervision to challenge and have demolished or replaced services and supplies/facilities of equipment that are poorly performed or performed in disagreement with the projects and technical specifications. The expenses arising from these demolitions, replacements or re-performance of services shall be for the exclusive account of the Contractor.

14.1.3 The performance of the inspection, as well as any action taken in relation to this inspection as described in the above item, by the Contractor shall not release the Contractor of its responsibility for the services and materials under the Contract, and the Contractor shall remain responsible, therefore, for full compliance with all obligations undertaken.

14.2. If, upon expiration of the Warranty Period, ENEL's main facilities that are the object or part of the object of the Contract are not operational for at least six (6) months, the Warranty Period shall automatically be extended until the completion of such six (6) months, at least. If the materials or equipment provided by the Contractor are repaired or replaced, the initial

warranty shall be deemed as interrupted, and the warranty period initially agreed upon shall be counted in full. Under no circumstances shall it result in any additional costs to ENEL.

14.3 Once the Warranty Period has expired and the Final Receipt has taken place, ENEL may, for its sole benefit, whether directly on its own or by means of third parties, freely change or modify the materials or equipment from under the Contract, or the constructions executed or facilities installed, including when they are protected by licenses, patents or other means of industrial property on behalf of the Contractor, always preserving the confidentiality as agreed upon.

15. PENALTIES.

15.1. Notwithstanding the provisions regarding Contract termination due to any reason attributable to the Contractor, in case the Contractor fails to meet delivery dates or performance terms, both partial and final, and in case of any other failure to comply with the provisions set forth in the Contract or in these General Conditions, ENEL shall apply a compensatory fine.

15.2. In case no other penalty for delay, breach, irregular, unsatisfactory or insufficient performance of any of the Contractor's obligations has been defined, there shall be a fine of 1.5% (one point five percent) of the Contract total price per week of delay during the first for weeks, and 4% (four percent) as from the fifth week, and in both cases it shall be calculated *pro rata die* (proportionally to the days elapsed).

15.3. In case, during the warranty period, ENEL is deprived from the disposal or use of the contracted materials or equipment, of the works or facilities installed, due to any defect, flaw, or damage, produced or detected on them, which are not attributable to ENEL, or, due to any deficiencies in the performance, any other work needs to be carried out to correct such deficiencies, in accordance with the Guaranteed Commitment, the Contractor shall suffer the penalty set forth under the Contract, and in case such penalty is not defined in the Contract, the Contractor shall suffer a fine for arrears of one tenth percent (0.1%) of the total Contract value per day of unavailability or impediment to use, notwithstanding the application of any other penalties provided for under the Contract, as well as collection for losses and damages and additional compensation.

15.4. In the event of failure to supply or supply of products with defects or in disagreement with the provisions of the Contract and the relevant conformity rules, the Contractor shall pay ENEL, as penalty of a non-compensatory nature, the full amount of the request for the Products which gave rise to the defaults, without prejudice to the obligation to reimburse ENEL for any and all losses and damages suffered and to supply or replace the product in accordance with what was requested.

15.5. The sum of penalties shall not exceed fifteen percent (15%) of the total Contract value. In case it exceeds this limit, ENEL shall be entitled to terminate the Contract, without prejudice to the application of the penalty, according to the applicable legislation.

15.6. The collection of penalties shall not deprive ENEL of its option to transfer to the Contractor all the additional costs and expenses incurred and/or that it may be obliged to pay to third parties, as a direct result of the delay or breach produced by the Contractor. The application of the penalties provided shall not release the Contractor from proper fulfillment of the Contract in its totality, and the Contractor shall: (i) eliminate all technical deficiencies detected; (ii) pay the applicable penalties; (iii) remedy, at its own expenses, any deadlines not met, and replace materials and equipment, redo or repeat, as needed, any works or services under the Contract, upon ENEL's request.

15.7 The fine provided for in this clause does not include compensation to ENEL for any loss or damage that may be evidenced, under the terms of the law, as well as compensation for the expenses with procedural costs and attorneys' fees, if ENEL resorts to legal proceedings.

15.8. The procedure to collect any penalties resulting from the Contract shall be carried out according to the information in these items.

- a) ENEL shall communicate to the Contractor, in writing, by means of a notice, any penalty owed, detailing the breached item and the value thereof. The Contractor shall provide any evidence it finds adequate for its defense within fifteen (15) calendar days as from the date of receipt of the notice. If the notification is sent by electronic means, the date on which the e-mail was viewed or any response to the notification is received, whichever occurs first, shall be taken into account for the purposes of starting the period.
- b) The Contractor's silence and/or failure to provide a response will imply a waiver of its right to adversarial proceedings and full and fair hearing.
- c) After the aforementioned period, and in case the Contractor fails to provide any response, or if it does, ENEL rejects such arguments, the Contractor shall discount from its invoice the value corresponding to the penalty applied.

- d) In case such discount is not applied, the corresponding amount shall be executed from the guarantees provided, or collection shall be made by any other means under the Contract, the applicable legislation or these General Conditions, without prejudice to the indemnity for losses and damages that may occur on behalf of ENEL.
- e) Once the financial guarantee is executed, the Contractor shall replace it with the same amount as prior to the execution.
- f) While this replacement is not performed, ENEL shall withhold the residual amount resulting from the difference between the total guarantee amount and the penalty value.
- g) In case the initial guarantee amount is not enough to cover the value of the penalties, ENEL shall offset from any outstanding payments until reaching the sum necessary to cover the total penalty amount, and the guarantee replacement shall remain unchanged, as previously defined.

15.9 After the investigation of the breach and if the penalty is due, the Parties recognize as unquestionable all the fines and penalties applicable by virtue of the Contract, ENEL being authorized to discount such amounts directly from the credits due to the Contractor, the Contract being valid a judgment debt enforceable out of court, with the terms of art. 784, III, of the Code of Civil Procedure being applicable, without prejudice to the other withholding cases provided for in these General Conditions, the Contract and its Annexes.

16. SUSPENSION, WITHDRAWAL AND TERMINATION.

(I) SUSPENSION OF SERVICES

16.1 In addition to the provisions contained in these General Contract Conditions, the conditions of Suspension of Services listed below shall also apply:

16.1.1 The performance of the services may be suspended, totally or partially, in the following cases: a) by determination of the Government; and b) by any of the affected Parties, in the occurrence of acts of God or force majeure, as provided in Item Seventeen, which are evidenced to prevent the performance of the services or the supply of materials.

16.1.2 Regardless of the cases described above, ENEL may, at any time and at its sole discretion, instruct the Contractor to suspend, partially or totally, the services or the supply. During the suspension, the Contractor shall take all necessary measures to protect the services, works, materials and equipment against deterioration, loss or damage. It shall also, in the event of partial suspension, reallocate to other fronts within the site of the works or services, resources mobilised on the fronts suspended by ENEL. The Parties shall maintain, throughout suspension, all their responsibilities and obligations as set forth in the Contract.

16.1.3 If the services or supply are suspended by ENEL, without the occurrence of any fault on the part of the Contractor, the following shall be at the expense of ENEL: a) all costs and expenses directly incurred by the Contractor, provided they are previously approved and duly justified, in compliance with the instruction provided for in the Clause above; and b) payment for all services performed so far, as well as those the interruption of which is not demonstrably possible, which have not yet been paid under the Contract, to the extent of what has already been demonstrably performed, regardless of completion thereof.

(II) WITHDRAWAL

16.2. Regardless of the stipulation of the contractual term, ENEL shall have the right to withdraw from the Contract, at any time, regardless of the reason, upon prior and express notice addressed to the Contractor, at least thirty (30) days in advance or within the term defined in the Contract. The

withdrawal shall not give rise to the Contracted Party of any indemnity rights, and ENEL shall only pay to the Contractor the value of the services effectively and demonstrably performed up to the date of withdrawal, and ENEL shall be entitled to the Services provided and the Goods already supplied, subject to the other limits and conditions provided in item 16.2. of the General Part of these General Contract Conditions.

(III) TERMINATION OF THE CONTRACT

16.3 Regardless of the possibility of applying a non-compensatory fine for breach of the contractual clauses and conditions, the Contract may be terminated by ENEL for breach or irregular compliance with any clause or condition of the Contract, if, after the Contractor being granted the right to be notified to, within fifteen (15) calendar days from the receipt of the notification, remedy the total or partial breach of the obligations thereunder, it fails to do it, or does it in an unsatisfactory manner. The Parties agree that this termination shall not give rise to any indemnity right for the Contractor, which will receive only and exclusively for the services provided and goods delivered or proven as contracted up to the moment of termination.

16.3.1 For the purposes of the provisions of the Contract, the following situations shall constitute, as a way of example, cases of total or partial breach of the Contract, without prejudice to any others that may exist:

- a) The practice of any actions, by the Contractor, which result in commercial discredit or proven reduction of the level of quality of the services provided;
- b) Delays, total or partial shutdown in the provision of the service under the Contract, unjustifiably;
- c) Failure to comply with ENEL's determinations regarding the performance of the Contract or verification of technical incapacity, negligence, imprudence, malpractice or bad faith of the Contractor, its employees, agents or subcontractors;
- d) Repeated commitment of failures in the performance of the Contract;
- e) Refusal or inability of the Contractor to supply materials, equipment or labor in the quantity and quality specified in the Contract and its Annexes;
- f) Disclosure of confidential information regarding the Contract;
- g) Failure to evidence compliance with social security, labor, tax or fiscal obligations;
- h) In case of total subcontracting of the object of the Contract, assignment or transfer, total or partial, of the credits or obligations arising therefrom it by the Contractor, without the prior and express authorization of ENEL;
- i) Contractor's failure to offer the contractual guarantees, within the term and conditions set forth in the Contract and its Annexes;
- j) In case the sum of the value of the penalties applied to the Contractor exceeds 15% (fifteen percent) of the total/estimated value of the Contract.

16.3.2 The Contract may also be terminated in the event of failure to comply by the Contractor or any of its subcontractors with one or more requirements of current legislation and regulations on Occupational Safety and Health, as well as of the rules contained in the Contract and its Annexes on Safety and Health of the Enel Group, or if the Contractor, including, but not limited to, incur in one or more of the following circumstances, and the Contractor shall not have any right to indemnification due to this termination:

- a) Failure to complete, sign, prepare, update or deliver documents related to Occupational Health and Safety, within the term and in the manner defined in the Contract and in accordance with the legislation and regulations in force;
- b) Use, during the performance of the Contract, regardless of how ENEL proves such use, inadequate professionals or professionals not authorized by ENEL in accordance with the requirements established in the Contract and its annexes or in the legislation and rules in force;
- c) Failure to comply, regardless of how ENEL proves it, with any requirement related to the protection of Occupational Safety and Health in the use of work equipment and PPE's and EPC's, regulations on temporary and mobile works, health and safety signaling, manual handling of loads, and any other provision of the legislation and regulations in force, including the applicable special rules;
- d) Violation, regardless of how ENEL proves it, of any other provisions for the protection of Occupational Safety and Health expressly provided in the Contract and its annexes;
- e) Perform or apply bad practices in industrial safety and risk prevention, including, but not limited to, the lack of training of professionals in these subjects in accordance with the applicable technical rules;
- f) Wilful or faulty act or omission (negligence, recklessness or inability) capable of causing the risk of a serious or fatal accident to the professionals of the Contractor or its subcontractors during the development or performance of the Contract. Due to the relevance that Occupational Safety and Health have for ENEL and the adoption of measures aimed at preventing accidents with its own personnel or of third parties related to its activity, this paragraph also applies in the case of any action or omission by the Contractor or any of its controlled companies, parent companies or companies subject to common control, in any other contractual relationship with ENEL or with any other Enel Group company that is capable of causing a serious or fatal accident to the professionals of the Contractor, of subcontractors, employees of any of the Enel Group companies or third parties during the development or performance of any such contractual relationship.

16.3.3 The occurrence of any of the situations below shall also constitute grounds for immediate termination of the Contract by ENEL, regardless of prior notification:

- a) suspension of the services by determination of the competent authority. If it is proven that such suspension occurred due to the exclusive fault of the Contractor, it shall also be liable for any increase in the costs of the services and for any damages incurred by ENEL as a result of such suspension;
- b) Bankruptcy, reorganization, dissolution or judicial or extrajudicial liquidation, required or homologated;
- c) Any amendment to the corporate charter or modification of the purpose or structure of the company, such as merger, spin-off or takeover of the Contractor that impairs the regular performance of the Contract, in the exclusive judgment of ENEL;
- d) Reasons of public interest, of high relevance and broad knowledge that impair or prevent the regular performance of the contracted object;
- e) Occurrence of acts of God or force majeure, regularly proven, preventing the performance of the Contract. When only partial performance of the Contract is possible, ENEL may decide between partial fulfillment and termination of the Contract.

16.3.4 In case of termination of the Contract for any reason, the Contractor shall immediately cease the services, undertaking to suspend any and all contract and not assume new commitments in relation to the object of the Contract, starting the demobilization of all equipment and personnel

engaged in the Contract, and shall submit to ENEL a full report of the services performed up to the date of termination. After the approval of the report, ENEL shall pay the full value of the services performed and accepted, taking automatic possession of the equipment, materials and/or services already delivered.

16.3.5. In the cases provided for in the items above, ENEL may, if it does not exercise its right to terminate the Contract, stop or suspend the payment of pending invoices, until the Contractor fully complies with the contractual condition breached, without prejudice to the application of the corresponding fine and/or the execution of the economic guarantees provided by the Contractor, as provided for in the Contract and its annexes.

16.3.6 Notwithstanding the provisions of this clause above, the Parties understand and agree that, in case of violation, by the Contractor, of the Ethical Rules and/or Anti-Corruption Law, ENEL shall have the right to terminate the Contract, immediately and unilaterally, upon simple written notice to the Contractor, without any charge and without the need for judicial measures, according to the terms of article 474 of the Civil Code.

16.3.7. The dissolution, transformation, capital reduction, as well as any changes to the shareholder structure of the Contractor shall be preceded by communication to ENEL, which shall have the option, in any of these cases, at its sole discretion, to terminate the Contract, upon thirty (30) days prior notice, without any compensation due to the Contractor as a result of such termination.

16.3.8. Without prejudice to the event of termination and/or suspension as provided for in these General Contract Conditions, in the Contract and the annexes hereto, the Contract may be terminated and/or suspended, also immediately, upon determination of ANEEL. In this case, no type of indemnity or compensation shall be payable to the Contractor.

16.3.9. In case of any intervention by the Granting Power or by ANEEL in the Companies of ENEL, in accordance with the applicable legislation and/or regulation, the Contract may be terminated, upon prior notice, or remain in effect for at least one (1) year, at the sole discretion of the Granting Power or ANEEL. In any case, no type of indemnity or compensation shall be payable to the Contractor.

17. ACTS OF GOD AND/OR FORCE MAJEURE.

17.1. Neither Party shall be held liable for the performance of any of its obligations, provided that the delay or inability to perform thereof occurs as a result of acts of God and/or force majeure.

17.2. Acts of God and/or force majeure shall mean the necessary fact the effects of which could not be avoided or prevented, as provided for in the legislation in force and established by case law, provided that:

- (a) they were beyond the control of the affected party;
- (b) they could not have been prevented (or the consequences of which could not have been avoided or prevented), and
- (c) they were the direct and demonstrably impeding cause of the fulfillment, by the affected party, of the contractually provided obligations, for example, but not limited to the following events:
 - (i) any acts of nature, such as fires, floods, earthquakes, shipwrecks, typhoons and hurricanes, epidemics, storms or any other abnormal weather conditions that are unpredictable, among others;

(ii) any unexpected events caused by man, beyond the control of the Parties, affecting the performance of the Contract, such as disturbance of public order, epidemic, wars, boycotts, sabotage, terrorist acts, blockades, general strikes, among others;

(iii) the concept and definition of force majeure established in the Brazilian legislation and case law shall apply to the Contract.

17.3 The Parties agree that the following shall not be invoked by the Contractor as acts of God and/or force majeure, among other events:

(a) weather conditions or phenomena that could reasonably have been foreseen by any Contractor that had some experience in facilities and whose adverse effects could have been avoided, in whole or in part, as a result, by the Contractor;

(b) delays or failures to obtain and deliver materials, consumables and/or performance of services (including site facilities) which could have been anticipated or avoided or repaired in advance;

(c) default, errors, failures or delays of any of any Contractor's subcontractors, unless arising exclusively from Force Majeure events;

(d) labor strikes or conflicts caused by or associated with the employees of the Contractor or its subcontractors, except if they are national or sectorial in nature;

(e) the Conditions of the place of performance of the services, which must be known and accepted by the Contractor at the time of the technical visit prior to the signing of the Contract;

(f) financial problems or difficulties of the Parties;

(g) wear, breakage or failure of equipment used in the performance of services, or defects in the quality of the material or installation of any part of the work or services, except if the breakage is exclusively due to events of Force Majeure;

(h) any action by any governmental authority that a party could have avoided if it had complied with the applicable law;

(i) increases in the price of fuel, supplies, works, raw materials or any equipment;

(j) public disturbance, boycotts, sabotage, or blockades that have been proven to be caused by or arising out of the Contractor's actions or omissions, including those arising out of any security failure at the site of services or works;

(k) insolvency, liquidation, bankruptcy, reorganization, closure, termination or any similar event, of the Contractor or its Subcontractors;

(l) failure by the Contractor or its Subcontractors to obtain any authorizations, except if arising exclusively from Force Majeure events;

(m) pre-existing conditions at the site of the works and services at the time of signature of the Contract.

17.4 The Party which is affected by acts of God and/or force majeure shall notify the other as soon as possible and within no later than one (1) calendar day as from the day on which it becomes aware thereof. In a maximum period of five (5) calendar days, it shall send the documents that prove the fact, the affected contractual obligations, the measures it will adopt to reduce it, as well as an estimate of

the duration of the same and, if possible, the negative effects of the facts to the performance of the Contract.

17.5 After the end of the acts of God and/or force majeure, the Parties shall agree on the extension to the contractual terms, or on the necessary measures that may be adopted to recover, in whole or in part, the time lost, in order to maintain the original terms, if possible.

17.6 The Parties shall take all reasonable measures in their power to ensure that the performance of all contractual obligations that have been halted or delayed is normalized in the best conditions and with the least delay after the end of the cause of the acts of God and/or force majeure.

18. LABOR LAW.

18.1. The services under the Contract shall be performed by the Contractor with full responsibility and technical-operational independence, in a non-exclusive character and/or no economic dependence between ENEL and the Contractor, as well as with no subordination of any nature and/or personality between ENEL and the Contractor's employees and/or service providers.

18.2. Contracting shall not create, in any event, an employment relationship between ENEL and the Contractor's employees, representatives or subcontractors, which may be from time to time assigned to exercise the activities related to the subject matter of the Contract subject matter at ENEL's premises; therefore, such employees, representatives or subcontractors shall remain as subordinates, both in terms of hierarchy and function, to the Contractor, which shall be solely responsible for the payment of salaries, labor expenses and social security, taxes and any other costs related to such employees.

18.3. Contractor shall provide a person in charge (Contractor's Representative) to manage the services under the Contract, guide its team on all the defined guidelines and perform intermediation with the responsible person of ENEL (ENEL's Representative), who shall be appointed to follow up the performance of the services.

18.3.1 The Contractor's Representative shall not have any employment relationship with ENEL, his role being only to provide the information necessary for the regular performance of the contracted services.

18.3.2 The representatives of the Parties shall hold meetings, as many as requested and previously scheduled, to align the needs of the contracted services, as well as to control the progress of the objectives set.

18.3.3 The Representative of ENEL, under no circumstances, shall be obliged to control the activities provided for the performance of the contracted services, and there is no relationship from his/her part with any of the employees of Contractor, who will be under the exclusive command of the Contractor.

18.4 The Contracted Party shall present a work team obligatorily wearing a uniform, identified (wearing a visible badge), and composed of professionals of proven suitability and qualification compatible with the role to be performed, holders of training certificates issued by an official accredited educational institution.

18.4.1 The uniforms, badges and vehicles used by the employees of the Contractor shall be characterized with the logo of the Contractor and with the description "At the service of ENEL".

18.5 The Contractor shall forward to ENEL a list of all personnel assigned to provide services, updating it whenever there are hires, layoffs or changes in the personal record of any of its employees during the term of the Contract, which includes name, level of education and professional qualification, activity performed and time of experience in the specific activity, in addition to proving the certification

in courses of Training and/or Recycling of Electricians in cases of Construction and Maintenance of Electrical Network, when applicable.

18.6 The Contractor shall establish internal policies to prevent moral and sexual harassment, also taking all appropriate measures to prevent discriminatory practices of any kind, bearing in mind the respect for diversity and protection of the provisions provided for in Article 5 of the Federal Constitution. The practice of discriminatory conducts by the Contractor or by any of its agents may give rise to the termination of the Contract.

18.7 The Contractor shall be responsible for the conduct of its employees or subcontractors during working hours, making sure that they maintain due respect and courtesy in the relationship with colleagues and third parties.

18.8 The Contractor shall be solely and exclusively, directly and regressively liable for the payment of any expenses arising from the contracting of its employees, contractors and/or subcontractors, including, but not limited to: salaries, additional benefits, vacations, extraordinary payments, insurance against labor related accidents, contributions and/or expenses due to social security, FGTS and PIS, withholding income taxes, and any other labor, contribution or tax expenses that are or may be levied directly or indirectly on the cost of the services rendered, also being responsible for any labor defaults that may be incurred, and no joint and several liability between Contractor and ENEL shall apply, exempting ENEL from any responsibility for any accidents in the supply of materials and/or equipment, labor claims and/or contributory actions, including those on behalf of ENEL, since they are different companies and there is no employment relationship between ENEL and the Contractor's employees, representatives and/or subcontractors, as indicated above.

18.9 The Contractor shall bear any and all charges of a labor, social security or tax nature, arising from the provisions contained in the General Contract Conditions and Annexes, as well as contract and applicable legislation. It shall also comply with all federal, state and municipal laws, ordinances and regulations related to/arising from the Contract. Thus, it shall release ENEL from any and all liability for any accidents in the rendering of services, supply of materials, as well as performance of works, labor claims and/or social security assessments, even on behalf of ENEL, as they are distinct companies, and there is no employment relationship between ENEL and the Contractor's employees, agents and/or subcontractors, as indicated in these General Contract Conditions and in the Contract, as well as in the applicable legislation.

18.10. The Contractor shall meet all contractual clauses set forth under the Collective Bargaining Agreements of Class Unions, and shall be fully responsible for any charges resulting from these services, as well as for any social, labor and tax charges (INSS, FGTS, PIS, ICMS, ISS, etc.), related to the services and equipment, providing the relevant evidence of payment, within the periodicity as previously defined by ENEL.

18.10.1 When applicable, the following documents shall be submitted to ENEL:

- a) All documentation evidencing the compliance with tax, labor, social security, severance fund and land obligations, including proof of payment of salaries of employees involved in the performance of services, together with the invoice(s)/bill(s) of sale for services rendered;
- b) The Work and Social Security Employment Booklet of its employees and the employment contracts, the latter exceptionally at the time of hiring;
- c) Proof of payment of wages and salaries, book and/or time card, authenticated copy of the paid social security payment form, duly unfolded, and respective payroll, as well as proof of payment for termination of employment contracts (TRCT – Document of Termination of Employment Contract) and

respective releases of unemployment insurance forms, proving the regular compliance with their labor and social security obligations;

d) Copy of the documents of annual discharge signed before the Union of the category with the employees of the Contractor;

e) Copy of the monthly report of labor related accidents mandatorily submitted to the Social Security Authority and of all the pertinent documents, its severity and consequences;

f) Proofs of payment of all taxes and respective clearance certificates issued by INSS and CEF, every six (06) months; and

g) Copy(ies) of the ART(s) referring to the Contract, duly approved by CREA.

18.10.2 The Contractor shall present the documents required by Enel even when they are requested after the completion of the services performed.

18.10.3 If the Contracted Party fails to present the documents required by ENEL, and fails to comply with the observations made by ENEL within the determined period of time, or incurs in serious breach of labor and social security obligations, it may suffer the following sanctions, without prejudice to the specific penalties established in the Contract and its Annexes:

a) Withholding of guarantees or suspension of payments of the invoices of any Contract of the Contractor or of any affiliated companies or that belong to the same economic group of Contractor with ENEL, in an amount necessary to the compensation for any losses that ENEL may suffer due to the breach of contract by Contractor;

b) Suspension of the process of return of guarantees; and/or

c) Termination of the Contract.

18.11. The Contractor shall pay any fine that may be applied to ENEL by the Relevant Authorities, or any other inspection authority, for finding any employee in an irregular situation, and this will be deducted, at ENEL's choice, from the value of the Bills of Sale/invoices to be paid or from the guarantee provided, and may also be charged in court, for which reason the Contractor, hereby recognizes such fine as an unquestionable and enforceable debt, under the terms of civil procedural law.

18.12 The Contractor shall perform the services in compliance with ENEL's general Safety standards, the legislation and regulations in force, including the Regulatory Standards of the Ministry of Labour and Employment, on labor relations, safety, hygiene and occupational health, observing the specific recommendations made by ENEL in this regard, and shall, including guiding and inspecting its agents and/or employees as to the fulfillment of the referred general rules, legislation or regulation, including regarding the requirements for entry and exit of people and vehicles in the premises of ENEL, under penalty of suspension of work and/or termination of the Contract, without any burden to ENEL.

18.13. The Contractor is aware of ENEL's general safety rules, undertaking to comply with them and have them complied with, by its agents and employees, including in relation to the requirements for entry/exit of people and vehicles into and out of any premises of ENEL.

18.14. The Contractor, whenever using the physical space of third parties, due to the need to perform the services, shall strictly comply with all safety and occupational health standards and other local standards in force, regardless of those provided for in the Contract.

18.14.1 The Contractor shall not use the premises of ENEL to conduct training or meetings; except in exceptional cases, upon authorization.

18.15. The Contractor shall be fully responsible in case of any accidents, whether they are labor related accidents with its employees/agents/subcontractors, when performing the services, as well as accidents with third parties, bearing all costs necessary to repair the material and non-pecuniary damage suffered, from the first treatment to full recovery of the injured person, including costs arising from legal proceedings filed as a result of the accident. It shall also notify the INSS of the aforementioned accidents by the first business day thereafter or immediately in case of death.

18.16. The Contractor shall communicate to ENEL's representative, in the form and methodology indicated in the Safety and Occupational Health Guidelines for Contracted Companies, any accidents with injury, as well as fatal accidents that may have occurred with third parties and with the employees engaged in the performance of the services hereunder, so that an expert opinion may be provided by the labor safety accredited technician of ENEL.

18.17. The public disclosure of the accident by the Contractor shall not be permitted.

18.18. The Contractor shall appear in court in any labor claims that arise on behalf of ENEL (as well as any companies of the group, including but not limited to, subsidiaries, parent companies, affiliates, companies under the same common control) as a defedant, which are filed by employees/agents/subcontractors/shareholders of the Contractor due to the services object of the Contract, defending itself in court, including in its defenses the absence of its liability under the plaintiff(s) in question, being fully responsible for the burden arising from any conviction imposed on ENEL, as well as for the payment (including by offering assets as guarantee for any possible enforcement) and/or full refund of amounts resulting from the said conviction, as to the principal, monetary adjustment, interest, fines, attorneys' fees, court costs, other convictions and success fees, also undertaking to make the payment (especially in cases in which the guarantee is not accepted by the court, whether as a condition for the appeal, or for any possible enforcement by the Contractor, on behalf of ENEL) or refund to ENEL the costs of any appeal deposits.

18.18.2 Where the exclusion of ENEL as the defendant in such claims is not granted, the Contractor shall:

(i) pay in full, or if applicable, reimburse ENEL, in cases where it is able to reach a settlement with the plaintiff (s);

(ii) bear any and all costs arising from the defense and any ruling that ENEL may have/suffer, as already mentioned, either by means of discount of withholdings, pending invoices/bills of sale, or by means of action for recourse, such choice being at the discretion of ENEL. As long as proceedings continue without the total exclusion of ENEL as the defendant, including any unfulfilled settlements, ENEL shall be allowed to withhold the contingent amounts until the proceeding is fully completed, by any of the parties, when it will be checked whether there will be reimbursement or return of the amounts withheld;

(iii) provide all necessary material for the defense of ENEL, and all other necessary information that ENEL may request, depending on the case (this item applies from the moment the defense is prepared, as it must be prepared up to the time of the initial hearing).

18.19. All the above-mentioned procedures shall be applied to any judicial or extrajudicial proceedings, administrative proceedings in general, notifications, among other procedures, in which ENEL (as well as any companies in the group, including, but not limited to, subsidiaries, parent companies, affiliates, companies under the same common control), may be sued due to this Contract, regardless of the nature (including, but not limited to, those of civil and criminal nature).

19. FINANCIAL GUARANTEE.

19.1. The Contractor shall provide, prior to the execution of the Contract, a financial guarantee on behalf of ENEL, in a value equal to ten percent (10%) of the total sum of the work or services, or, at ENEL's discretion, equivalent to one (1) monthly invoice, in the modality of Letter of Guarantee (bank guarantee), with the following wording: "In order to ensure accurate, complete and appropriate fulfillment of the Contract.

19.2. ENEL, at its sole discretion, may choose to replace the Contract financial guarantee by a ten percent (10%) withholding of each invoice until completing ten percent (10%) of the contracted work or service amount. Such withholding aims to ensure accurate and perfect fulfillment of all obligations undertaken under the Contract or under any other contract executed between ENEL and the Contractor, or between the CONTRACTOR and any other company of ENEL's Economic Group, or between ENEL and any company of the same Economic Group of the CONTRACTOR, and shall be returned by ENEL upon formal request of the Contractor, provided that all contractual obligations are met, including the one regarding item 19.10 above, in case of any legal claim in course at the time of termination of the contract, net of any contractual penalties that may be applicable. The guarantee value to be reimbursed shall be added to any profits from financial investments, under conservative risk profile, performed by ENEL, net of withholding taxes that may be levied on financial revenues and investments, pursuant to the legislation in force, as well as contractual any applicable contractual penalties, pursuant to the provisions of the legislation and the Contract.

19.3. Alternatively, ENEL may, at its sole discretion and at any time, contract an external guarantee custody service, transferring any amounts withheld for the creation of guarantees to a custody agent of renowned competence, who shall invest such resources on behalf of the Contractor in the financial market, using a financial instrument commonly used in the market, with a conservative risk profile and standardized to all ENEL's Contractors. Updated balances of the guarantee shall remain constrained by the custody agent until ENEL informs its release conditions. The guarantee shall be returned net of all applicable taxes to the type of financial investment used by the custody agent, and of any applicable contractual penalties, pursuant to the provisions of the legislation, provided that all contractual obligations are met.

19.4. In the event of any use of any guarantee external custody alternative as indicated under the previous sub-item, profitability of the financial investment performed by the custody agent, under its sole responsibility, may be different from the profitability obtained so far from financial investments directly performed by ENEL, and the Contractor shall not be entitled, in any of these cases, to seek financial differences from ENEL due to any profitability variation or any financial losses that may occur due to the management of the custody agent or financial investment managers performed to update the guarantee value, under the terms of this clause.

19.5. The cost undertaken by ENEL to contract the external guarantee custody service shall be transferred, prorated, to the Contractor, in the form of discounts to invoices payments or in the form of deduction of the value equivalent to this proportional cost from guarantee balances already established, without this deduction implying any reduction to ENEL's obligation to constitute the full amount of the guarantee as provided for under these Global General Conditions or the Contract.

19.6. The bank guarantee to be provided shall be from a top-notch financial institution with risk rating updated by, at least, two first class rating agencies (Standard and Poor's, Moody's and/or Fitch), with rating equivalent to or higher than AA under national scale, containing a text informing that the guarantor shall waive the benefits set forth under articles 827 and 828, I, 835, 836, 837, 838, I and III, of the Brazilian Civil Code, and 794 of the Brazilian Code of Civil

Procedure, the full contents of which shall be previously approved by ENEL, with values and terms agreed upon, as set forth under the Contract.

19.7. The financial guarantee constituted by the Contractor shall be effective as soon as the Contract is in force, including if any contractual obligations are pending, and shall be returned upon written request by the Contractor, and only after ENEL discounts or withholds any value payable in virtue of the Contract.

19.8. In the event that, exceptionally, the replacement of the guarantee with a surety insurance is accepted, which will depend on prior and express authorization in addition to the requirements inherent to exceptionality, the financial guarantee to be offered by the Contractor may, after prior approval by ENEL, be replaced with a Guarantee Insurance. This policy shall be issued by a first class insurance company previously approved by ENEL, with activities in Brazil, ruled by the standards of the Private Insurance Superintendence (*Superintendência de Seguros Privados – SUSEP*), provided that it follows the model, wording and coverage previously established by ENEL, with the following subject matter: “*The purpose of contracting this insurance policy is to guarantee the accurate, complete and appropriate fulfilment of Contract n° xxx, and the relevant charges and liabilities, including any labor and social security liability, fines and penalties, throughout the validity term thereof and up to the accurate and full compliance therewith.*” The policy shall be previously approved by ENEL and signature thereof shall be presented before the effective date of the Contract.

20. INSURANCE.

The Contractor and its subcontractors shall acquire and maintain in full force and effect, prior to the commencement of their activities and throughout the term of the Agreement and performance of their transactions, the insurance listed below. All insurance policies shall be contracted through first class insurers and legally authorized to issue insurance policies in the country where the services will be performed. Such policies shall have, but not be limited to, the indicated minimum compensation limits and coverage.

Such limits and coverage were previously defined in the risk matrix presented by Enel's Insurance area.

20.1 Contractor's insurance:

(a) Personal Accident and Life Insurance: The Contractor shall have and maintain for its employees, subcontractors and agents, Personal Accident and Life Insurance covering losses resulting from injury, illness, disability or death of employees. The insurance shall be kept in force during the entire period of performance of the services hereunder, whether for permanent or temporary, national or foreign employees.

(b) Car Insurance: The Contractor shall have and maintain an Optional Civil Liability Vehicle Insurance (RCF-V) for the vehicles used for the performance of the contract, covering damages to third parties arising from the use of own, rented, borrowed or leased vehicles. The insurance shall cover losses arising from injury or material damage, the minimum coverage per occurrence limit of which shall be defined by ENEL. The Contractor shall also be liable for any damage occurred to such vehicles or to any goods and objects left or stored inside them.

(c) General Civil Liability Insurance: The Contractor shall hold and maintain at its own expense civil liability insurance on a claim basis with coverage extended to subcontractors, with a compensation limit of the value established by ENEL. The policy shall cover material, personal and/or moral damages occurred to third parties at the site of performance of the services and related to the performance of services hereunder. The civil liability policy shall have coverage consistent with the activities to be performed by the Contractor, including: operations/works, employer, products, financial losses, performance of services at third party's sites, cross liability, design error, foundations, contingent risks with additional transport of employees, accidental and sudden pollution, finished works, equivalence of the owner of the work to a third party and moral damages. The following clause shall be included in the policy: In cases of any joint actions, Enel shall become co-insured in the policy of the Contractor.

(d) Professional Civil Liability (E&O): The Contractor shall have and maintain professional civil liability insurance on a claim basis for the entire term of the contract with additional coverage of 2 years after the expiration hereof, covering consequential losses due to the negligence, omission, errors or omission of the Contractor, its engineers, consultants, its subcontractors or equivalent thereto, or any subcontractors in connection herewith, as well as any defects or design errors (if they are part of the scope of the contract) and coverage extent for loss of profits and/or financial losses, with a compensation limit of at least the value established by ENEL.

(e) Contractor's Assets/Equipment: The Contractor shall be responsible for contracting insurance covering the equipment, components, tools and assets of its property or responsibility that will be used in the performance of the activities that are part of the services hereunder, whether or not they are at the site of performance of the contract. This insurance shall also have additional coverage for damage to third parties, in addition to the coverage for aggravated theft/robbery. If it is not contracted, the Contractor shall relieve the Contracting Party from any liability in case of incidents.

(f) Transport Insurance: In cases where the Contractor is contractually responsible for the transport, it shall contract transport policies with a limit in the total replacement value of the transported goods (including, in the case of imported goods, the total cost for taxes). The policies shall cover the entire route of the goods until they are delivered at the site of performance of the contract. The policies shall contain coverage for storage periods (in airports, ports, customs warehouses, etc.), as well as coverage against damage caused during loading and/or unloading of the goods and lifting. Such insurance shall be required from its subcontractors, if any.

The Contractor shall check and require that the carriers contracted to perform the transport have contracted the compulsory insurance of RCTR-C.

In the case of imported equipment/goods, an international transport policy with the same coverage extension and limit as described above shall be contracted.

(g) Civil Liability Insurance – Aircraft Accidents: in cases where there is any need for the use of air transport services, civil liability insurance shall be contracted with coverage for injury and material damage, including coverage to passengers, with a minimum limit of R\$ 1,000,000.00 (One million reais);

(h) Mandatory insurance that guarantees and supports the risks inherent to the services provided hereunder, in accordance with the Brazilian law.

20.2 Deductibles: the Contractor shall be responsible for the payment of any deductible or insurance withholding amount related to any of the insurance policies detailed in this Section.

20.3 Cancellation of the policy/amendments: the Contractor shall not modify or cancel the insurance policies indicated in this Section. The Contracting Party shall be immediately involved and notified of any need to this effect.

20.4 Proof of contracting: the Contractor shall prove the contracting of the policies mentioned in this Section, as well as provide evidence that all premiums were duly paid within the due date.

All measures to keep the policies in effect, during the entire term of this contract, shall be the responsibility of the Contractor, which shall make available to the Contracting Party, within no later than 15 days after execution of the contract, an original certificate issued by the insurer proving the contracting of the policies and, within no later than 30 days after execution of the contract, a copy of the said policies as required in this contract.

20.5. additional insured party: any and all liability insurance, except for the employee insurance (life, social security and any equivalent thereto), shall include the Contracting Party as co-insured. This requirement shall not be applicable to the Professional Civil Liability policies.

20.6. right to insure: if the Contractor fails to comply with the requirements of this Section, maintaining the referred insurance policies, the Contracting Party shall have the right, but not the obligation, to provide and maintain such policies, which shall have their premiums paid by the Contractor.

20.7. notice of incidents: the Contractor shall notify the Contracting Party, as soon as possible, and within no later than 7 (seven) days, of any event which may give rise to a claim or incident.

20.8. Additional expenses: in cases where the Contracting Party have any additional expenses with insurance related to any delays caused by the Contractor and/or its subcontractors, the Contractor shall reimburse the Contracting Party for such expenses.

20.9. Coverage limits: the requirements related to this Section shall not release the Contractor, which have full and internal information regarding the risk of its business, from contracting, if it deems necessary, higher limits of coverage than those indicated in this Section.

20.10. In the event of failure to compensate under the insurance policy: In the event that the Contractor fails to maintain the policies required in this Section, any funds that could be reimbursed under a policy shall be paid by the Contractor.

Nothing in this Section shall limit the obligations or liability under this contract. Any amounts not reimbursed by insurance companies shall be paid by the Contractor and its subcontractors.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

21.1. Without the previous and written authorization of the other party, the use of trademarks and logo of the other party, as well as the commercial exploitation advertising the service provided to such party, shall be strictly forbidden.

21.2 The existence of any rights protected under the industrial property or copyright legislation on materials, machines, equipment, systems, software, devices, processes, designs, models and brands, before being used in the performance of the object of the Contract, shall be brought to the knowledge of ENEL together with the prior authorization of the holder(s) of such rights for use.

21.3. The Contractor shall always be, before third parties, solely responsible for any violation of the right to use manufacturing and performance processes and materials protected by trademarks and patents, being directly liable for any indemnity, fees or commissions that may be payable, as well as for any claims resulting from the use thereof in the performance of the Contract.

22.4 If the performance of the object of the Contract by the Contractor gives rise to any rights protected under the industrial property or copyright legislation, including, but not limited to, programs, systems, source codes, etc., these will belong to ENEL, and the Contractor hereby undertakes to keep confidential and provide all necessary subsidies for ENEL to provide the respective registration with the relevant authority.

22.5 If the performance of the object of the contract by the Contractor gives rise to any rights protected under the industrial property or copyright legislation, including, but not limited to, intellectual works, programs, systems, codes and others, they shall be fully assigned, free of charge, to ENEL, under the terms provided for in the legislation in force, especially those set forth in articles 49 and 50 of Law 9610/1998.

22. CONFIDENTIALITY.

According to the text of the General Part of these General Contract Conditions, except for (i) the applicable law – since, for contracts executed in Brazil, the applicable law is the Brazilian Law, including in relation to the confidentiality clause, the provisions of subclause 22.5 in the section of the same name of the General Part of these General Contract Conditions shall be added with the item below:

“22.5. The following shall not be deemed as confidential:

(...)

- any Information which becomes available to the public, provided that they are not a direct or indirect consequence of the secrecy and confidentiality obligation set forth in this Contract conditions, in Annex I, or in the Contract”.

23. PERSONAL DATA PROCESSING.

23.1. For the application of the legislation in force on data protection and treatment and, for the specific purposes of the Contract:

(i) "**CLIENT**" shall mean an individual, recipient or person related to/of the service provided by the Contractor under the Contract, identified or identifiable by its respective Customer Code or any other data capable of identifying it or making it identifiable, which can be, but is not limited to, the Individual Taxpayers' Registry (CPF), number of civil identification document (Personal Data), among others.

(ii) "**CONTROLLER**" shall mean any natural person or legal entity, whether public or private, who determines the purposes and the means and who is responsible for decisions relating to the personal data processing (art. 4, (8) of the European Regulation n° 679/2016 – General Data Protection Regulation (GDPR), and item VI of article 5 of Law n° 13,709/18, of the General Law on Data Protection (LGPD) in Brazil.

(iii) "**PERSONAL DATA**" shall mean any information related to an identified or identifiable natural person (art. 4 (1) of the GDPR, and art. 5, I, of the LGPD).

(iv) "**PROCESSOR**" shall mean any natural person or legal entity, whether public or private, who processes personal data in the name of the CONTROLLER (art.4, (8) of the GDPR, and item VII of art. 5 of the LGPD).

23.2 For the purposes of the Contract, all definitions related to personal data mentioned hereinafter shall be expressly referred to and interpreted in accordance with the European Regulation n° 679/2016 ("**GDPR**") and any other legislation related to data protection, including, but not limited to, all Brazilian legislation and regulations relating to the collection, storage, use, safekeeping and database, currently in force, and those that may be published from time to time, especially, but not limited to: art. 5, X, XI, XII and XIV, of the Federal Constitution, art. 21, of the Civil Code, arts. 43 and 44, of the Consumer Defense Code, as well as Decree 7963/13, Internet Civil Rights Law (Law 12,965/14), Decree 8771/16 and Law 9472/97 and, in particular, the General Law on Data Protection, Law 13,709/18, after becoming effective.

23.3 The Parties acknowledge that **PERSONAL DATA** may be reciprocally collected as a result of the performance of the object of the Contract, and that such data shall be treated strictly to ensure the performance of the Contract or to meet obligations required under the applicable data protection legal provisions. The **PERSONAL DATA** shall be treated automatically or manually, and shall be stored during the term of the Contract and, after its termination, for a period not longer than the terms set forth in the applicable legislation.

23.4 It is agreed that:

(i) the collection of all **PERSONAL DATA** necessary for the purpose related to the execution and performance of the Contract is an essential prerequisite for the existence of the Contract itself;

(ii) the **PERSONAL DATA** collected and processed shall be communicated to each parent company responsible for such **PERSONAL DATA**, which is under common control or direction of Enel SpA and shall not be communicated and/or disclosed to third parties that are not expressly permitted under the applicable law and those expressly indicated in the Contract. The **PERSONAL DATA** obtained or processed may also be communicated to any other Companies indicated by the **CONTROLLER** as **PROCESSORS**;

(iii) the **CONTROLLER** is the ENEL company, by its legal representative.

(iv) **ENEL** shall indicate, when applicable, the **PERSON IN CHARGE (Data Protection Officer - DPO)**, who shall be informed in due course.

23.5. As from the execution of the Contract and until expiration thereof, **ENEL**, as **CONTROLLER**, indicates the Contractor, which accepts its indication, as **PROCESSOR**, pursuant to Article 28 of the **GDPR** and Article 5, VII, of the **LGPD**.

23.6. The **PROCESSOR/CONTRACTOR** guarantees that it will perform the aforementioned operations, in accordance with the obligations imposed by the referred laws, as well as follow the instructions issued by the **CONTROLLER/ENEL** which will monitor the conformity of the instructions in a timely manner.

23.7 The obligations of the **PROCESSOR** are as follows:

a) Process the **PERSONAL DATA** only under express written instructions from the **CONTROLLER/ENEL**, specifying the type and categories of the data;

b) Make sure that the persons authorized to process the **PERSONAL DATA** will guarantee the maintenance of confidentiality of the information and data obtained due to or in connection with the performance of the Contract, and shall not disseminate or share such information and data with third parties, except those expressly authorized to do so and in the cases expressly authorized by Law;

c) Guarantee that authorized persons process the data in accordance with the relevant legal requirements and with any and all instructions provided by the **CONTROLLER/ENEL**. The **CONTROLLER/ENEL** reserves the right to request from the **PROCESSOR/CONTRACTOR** the list of persons authorized to process the data;

d) Take all security measures listed in Art. 32 of the **GDPR** and Art. 6, VII, and Art. 46 of the **LGPD**, as well as any other preventive measures that, based on experience, may prevent the processing of data without the consent or without meeting any other legal requirements established in the **GDPR** or the **LGPD**, or contrary to the purpose for which the data were processed. It shall also cooperate in the implementation of the measures mentioned in this paragraph, notifying and disclosing any violation of **PERSONAL DATA** (personal data breach) under the Contract and/or this Clause, as well as evaluating the impact on data protection, as well as ensuring confidentiality and security of the data, minimizing the risks of accidental loss or destruction of data;

e) Not involve any other **PROCESSOR/CONTRACTOR** without the prior written authorization of the **CONTROLLER/ENEL**;

f) Provide the **CONTROLLER/ENEL** with a list of places where the **PERSONAL DATA** under the Contract shall be kept, updating it annually;

g) Not retain or transfer any data to a foreign country or international organization outside Brazil or the European Union without the prior authorization of the **CONTROLLER/ENEL**, except if required under the Brazilian or European Union Law or the local Law to which the **PROCESSOR/CONTRACTOR** is subject. In this case, the **PROCESSOR/CONTRACTOR** shall give prior notice to the **CONTROLLER/ENEL** of the legal requirement, except when the law itself prohibits such notice due to issues of relevant public interest;

h) Advise the **CONTROLLER/ENEL** on the implementation of appropriate technical and organizational measures, to the extent possible, to comply with the **CONTROLLER/ENEL**'s obligations to provide clarifications and respond to requests received from data subjects when exercising their rights;

i) Assist the **CONTROLLER/ENEL** to ensure compliance with the obligations provided for under Articles 32 to 36 of the **GDPR** and Articles 46 to 49 of the **LGPD**, taking into account the nature of the processing and the information available to the **PROCESSOR/CONTRACTOR**;

j) Keep an archive of processing activities carried out for the benefit of the **CONTROLLER/ENEL**, in accordance with art. 30 of the **GDPR** and art. 37 of the **LGPD**;

k) As soon as requested by the **CONTROLLER/ENEL**, discard or return, at the **CONTROLLER/ENEL**'s sole discretion, all **PERSONAL DATA** after the period of service performance related to processing, discarding any existing copies, all within fifteen (15) calendar days, as from the date of completion of the service, except in the cases where, due to any legal requirement, the **PERSONAL** data shall be kept and filed;

l) Assist the **CONTROLLER/ENEL** in the obligations of consultations under the **GDPR** and the **LGPD**. The **PROCESSOR/CONTRACTOR** shall notify the **CONTROLLER/ENEL** of any data incident, immediately, without delay, and within twenty-four (24) hours as from the date the event was made aware of;

m) Guarantee to the data subjects made available by the **CONTROLLER/ENEL**, when collected during the performance of the Contract, the exercise of the rights set forth in articles 17 to 21 of the **LGPD**, without prejudice to the guarantee of other rights established in the laws mentioned above;

n) Notify the **CONTROLLER/ENEL** within twenty-four (24) hours as from the receipt of the request from the data subjects regarding the exercise of the rights established in articles 17 to 21 of the **LGPD** and Chapter III of the **GDPR**;

o) Notify the **CONTROLLER/ENEL**, within twenty-four (24) hours from the event, of any data incident, including leakage or compromise of its databases related to the Contract, as well as of any violation of the legislation on privacy and protection of **PERSONAL DATA** that it is aware of with respect to the data in its custody, including any accidental or unintentional violation. The notification shall obligatorily contain at least the following information:

i. Description of the nature of the **PERSONAL DATA** violation (data breach event), including, when possible, the categories and approximate number of data subjects in question, as well as the categories and approximate number of related **PERSONAL DATA** files;

ii. Communication of the name and contact details of the Person in Charge/DPO or any other person responsible who can provide further information on the incident;

iii. Description of the likely consequences of violation of the **PERSONAL DATA**; and

iv. Description of the measures adopted or proposed, to be taken by the **CONTROLLER/ENEL**, to address **PERSONAL DATA** violations, including, when appropriate, any measures to mitigate possible adverse effects;

p) Make sure that it shall adopt technical and organizational measures required and demanded by applicable legislation, when processing information provided by ENEL, as well as measures agreed upon in the Contract, with the purpose of ensuring **PERSONAL DATA** safety and avoiding its amendment, loss, non-authorized access or processing, resulting from human action or physical or natural means, considering also the state of technology, the nature of stored data and risks to which the data is exposed. The measures shall cover, for illustrative purposes only, hardware, software, recovery procedures, backup copies and information collected from **PERSONAL DATA** shown on the screen or printed.

23.8. The indication of the **PROCESSOR/CONTRACTOR** shall be automatically revoked at the end of the term or in any other case upon completion of the Agreement, regardless of the cause. In all cases, the obligation of protection of the data that have been processed during the term of the

Contract shall remain in force, and the **PROCESSOR/CONTRACTOR** shall be liable in all cases for any inadequate use of the data or incidents to such data, in accordance with § 1º, item I of art. 42 of the **LGPD**.

23.9. Notwithstanding the legal provisions, if the **PROCESSOR/CONTRACTOR** intends to hire third parties (subcontractors) to perform specific processing activities within the scope of the Contract, they shall be considered as SUB-PROCESSORS, under the terms of the **GDPR**, in accordance with art. 28 (4) of the **GDPR**.

23.10. The SUB-PROCESSOR shall have the same obligations attributed to the **PROCESSOR/CONTRACTOR** under the Contract.

23.11. The **PROCESSOR/CONTRACTOR** shall make sure that the SUB-PROCESSOR will process the data in member States of the European Union, in Countries or international bodies that provide a level of protection for personal data appropriate to those provided for under the **GDPR** or the **LGPD** and/or recognized as such by the European Commission or by the ANDPD in Brazil (National Data Protection Authority), at the time of execution the Contract and throughout the validity thereof.

23.12. If the SUB-PROCESSORS intend to process the **PERSONAL DATA** in countries where the level of protection for personal data is not adequate to that established in the **GDPR** or the **LGPD** and/or has not been expressly recognized by the European Commission, the **PROCESSOR/CONTRACTOR** shall make sure that the SUB-PROCESSORS sign the Standard Contractual Clauses in force regarding the execution of the Contract, as defined by the European Commission, or comply with one of the cases listed in Article 33 of the **LGPD**.

23.12.1 For this specific purpose, the **CONTROLLER/ENEL** appoints the **PROCESSOR/CONTRACTOR**, established in the European Union or in a country with a recognized level of data protection, for the specific purposes of, on its behalf and benefit, arranging for the signature of the referred Standard Contract Clauses which, once signed, shall be sent to the **CONTROLLER/ENEL**, whenever requested.

23.13. The Parties agree that any material or immaterial damage resulting from the violation of the rules for protection of **PERSONAL DATA** of customers shall be indemnified, being the responsibility of the **PROCESSOR/CONTRACTOR**, in any case, any damage caused by the treatment of data in violation of the provisions of the Contract or caused by failures in the instructions received from the **CONTROLLER/ENEL**.

23.14. If the **CONTROLLER/ENEL** suffers any damages or losses as a result of the evidenced breach of the **PERSONAL DATA** protection clauses of the Contract or of the legal breach of data protection obligations, caused by any action or omission on the part of the **PROCESSOR/ CONTRACTOR**, or by any third party hired by it, the **PROCESSOR/CONTRACTOR** shall be obliged to fully indemnify the **CONTROLLER/ENEL** for any damages, losses and loss of profits under the terms of the Contract, including any legal, administrative costs and attorneys' fees.

23.15. The **PROCESSOR/CONTRACTOR** shall promote the final exclusion of any **PERSONAL DATA** transmitted to it pursuant to the Contract at the request of the **CONTROLLER/ENEL** or at the end of the Contract.

24. VENDOR RATING.

24.1 Without prejudice to the provisions of the General Part of these General Contract Conditions, ENEL may, in its sole discretion, in case the Contractor fails to comply with the quality and/or safety standards required for each type of service or supply, determine that the Contractor perform, at its own expense, a plan of action, which shall be previously approved by ENEL (provided that such approval does not exclude or mitigate the Contractor's responsibility for the preparation or performance of said plan), in order to comply with quality and/or safety standards, under penalty of the incidence of the applicable penalties and/or termination of the Contract, without any type of indemnification being due to the Contractor.

24.2 ENEL may also, in its sole discretion, determine the immediate termination of the Contract, depending on the severity and extent of the failure to comply with safety and/or quality standards, without incurring any indemnity to the Contractor.

25. GAINSHARING

As per the text contained in the General Part of these General Contract Conditions.

26. GOVERNANCE

As per the text contained in the General Part of these General Contract Conditions.

27. KPI (KEY PERFORMANCE INDICATOR)

As per the text contained in the General Part of these General Contract Conditions.

28. GLOBAL COMPACT

As per the text contained in the General Part of these General Contract Conditions.

29. STANDARD OF ETHICAL CONDUCT

29.1. General.

29.1.1 The documents listed below constitute the set of ENEL's Ethical standards, hereinafter "Ethical Code". These documents, as well as their respective updates are available at www.enel.com.br, under item "suppliers", sub-item "documents", and are an integrating part of this contract, and shall be complied with as if their texts were under the Contract:

- a. Global Compliance Program of ENEL Group;
- b. ENEL Ethical Code;
- c. Commitment of Sustainability;
- d. Corruption Zero Tolerance Plan;
- e. General Principles for Judicial Risks Prevention;
- f. Performance Protocol when Dealing with Civil Servants and Public Authorities;
- g. Protocol of Receipt and Offer of Presents, Gifts, Favors, and Similar;

29.1.2 The Parties state having access to the content of documents mentioned in the main section of this clause, which are made available at this contract execution, stating also having read and understood them, undertaking to meet and respect them, as well as their future updates.

29.1.3. In case of questions and conflicts between the Contractor's Ethical Standards and the Ethical Code, provided that it has been presented to ENEL, the most strict provision among them shall always prevail.

29.1.4. In case the Contractor has no access to the Internet, fails to locate, or finds any difficulty to access some of the attachment mentioned in this clause and its sub-clauses, it shall contact

the representative appointed in the Contract, in order to receive those attachments through electronic media or printed media (physical media).

29.1.5. Failure to request any attachment, according to the clause above, shall be constructed as clear knowledge and acceptance of such document terms by the Contractor.

29.1.6. The Contractor declares that it will comply and have its employees, directors, correspondents, consultants and subcontractors comply with both the letter and the spirit of the Ethical Standards and of all the applicable laws, endeavoring to combat any form of corruption, whether under or outside this Contract – at all sites where the Services are carried out –, including, but not limited to, extortion, acceptance of bribes, promises, offers, gifts, favors and/or treats, with the purpose of obtaining any kind of advantages, whether in the Private area or in the Public Administration area, and undertake to comply with the provisions hereof and of the Annexes hereto, in particular in the “ENEL General Contracting Conditions and Annex I Brazil”, in the set of Ethical Standards of ENEL, as well as in the guiding principles of the Anti-Corruption Law (Law nº 12.846 and August 1st, 2013, as well as its subsequent amendments or equivalent legislation that may replace it – hereinafter collectively referred to as the Anti-Corruption Law).

29.1.7. Any failure to comply with the Ethical Standards and/or Anti-Corruption Law, in any of its aspects, or the practice by the Contractor, or by any of its employees, directors, correspondents, consultants and subcontractors, who are engaged, in whole or in part, in the performance of the Services, of any conduct that, whether by action or omission, may cause any risk to the reputation and/or image of ENEL and/or its affiliates, or that is capable of reducing and/or compromising ENEL's trust in the honor, integrity and credibility of the Contractor for the performance of the activities hereunder, at the sole discretion of ENEL, without prejudice to the application of the penalties provided for in the Contract and/or in this document, shall give rise to the immediate termination of the Contract, upon simple communication, in writing, to the Contractor, without any charge and with no need of court measures, pursuant to art. 474 of the Civil Code.

29.1.8. In case the Contractor is aware of the performance of actions that characterize infringement of this clause, it shall, in addition to seeking all applicable legal measures to correct such actions, inform ENEL regarding the same, through the following channels: sending an email to ENEL's Ethical Channel (<https://www.ethicspoint.com/>) or sending a letter to the following Internal Audit address – Praça Leoni Ramos, nº 1, block 2 – 5th floor – São Domingos, Niterói/RJ.

29.2 Conflict of interests.

29.2.1 The Contractor (in case of an individual), by signing this Contract, states that:

1. S/He does not perform, within ENEL group companies, any top management functions (director, senior manager with strategic responsibilities), is not an employee of the company nor an auditor to ENEL Group, nor is he/she a relative up to second degree, spouse or partner, child and/or step child or dependent (by natural or civil relatedness) of such members.
2. S/He has no family members / relatives up to second degree / spouse / partner / husband, children or stepchildren / related by blood ties or affinity, or from natural or civil relationship, within ENEL Group companies;
3. S/He has not performed, both the Contractor and their relatives (spouse or partner or first-degree relatives), for the last 24 months, any positions in the Public Administration or Entities in charge of public services directly related to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc.).

The Contractor (in case of an entity¹), by signing this Contract, states that:

As a result of knowing its corporate structure, no individual belonging to its board, management and control (including special partnerships):

¹ Public bodies, companies listed in the stock market, bank institutions and companies controlled by them are not bound to this statement

- a. S/He is not a member of Top Management or Board or Audit Commission, nor an executive with strategic responsibilities at ENEL Group's companies, nor is a relative up to second-degree, spouse or partner, child and/or step child, or a dependent (by natural or civil relatedness) of the members mentioned above.
- b. S/He is nor employed at any of ENEL Group's companies, nor is a relative up to a second-degree, spouse or partner, child and/or step child, or dependent (by natural or civil relatedness) of the mentioned employee.

S/He has not performed, both the individual and their relatives (spouse or partner or first-degree relatives), for the last 24 months, any positions in the Public Administration or Entities in charge of public services directly related to the activities performed by any of ENEL Group's companies (grant of concessions, controlling activities, etc.).

The Contractor undertakes to communicate ENEL of any change that may occur subsequently and while performing as a Contractor, in relation to the information declared prior to signing the Contract.

29.3. Integrity Clause.

a) With the presentation of the proposal and/or acceptance of the Contract, the Proponent/Contractor² declares:

- It follows the commitments undertaken by ENEL SpA and by the companies that it controls whether directly or indirectly (hereinafter "ENEL"), the Code of Ethics, the Plan of Zero Tolerance to Corruption (ZTC), the Human Rights Policy, to respect any equivalent principles in the conduct of its business and while managing relationships with third parties.

- ³It is not aware of the existence of administrative, civil and/or criminal proceedings, such as administrative impropriety, tax crimes, crimes against public administration, crimes against property, crimes against personal liberty, public order, environmental crimes, among others.

- ⁴It is not be subject to administrative, civil and/or criminal investigations regarding any fact, matter, illegal administrative criminal conduct, civil and/or constitutional conduct, such as tax crimes, crimes against public administration, crimes against property, crimes against personal liberty, public order, environmental crimes, among others.

- It follows and authorizes that – for the purpose of evaluating the professional conduct of the Company itself and the Company in question, according to the second and third point of this letter a) – ENEL may independently acquire more information, at any time, considering the necessary existence of fiduciary duties with the Company involved.

- It is duly constituted and organized in accordance with the applicable laws in Brazil and is authorized to perform the activities provided for under the Contract.
- The execution and performance of the Contract does not conflict with any law applicable to the Bidder/Contractor, as well as its articles of association and charter.

² The Legal Representative of the Company **in his/her own name, on behalf of** (a) the holder and technical director, in case of an individual company; (b) the associates and the technical director, if it is a general partnership; (c) the associate members and technical director, if it is a limited company; (d) managers with representation power and the technical director and of the sole individual shareholder or majority shareholder in the case of companies with less than four members, or of any other type of company or consortium, **of the Company in which his/her position is exercised** and, if applicable, **on behalf of the Parent Company and** (e) the holder and the technical director, in the case of an individual company; (f) the associates and the technical director, if it is a general partnership; (g) the associate members and the technical director, if it is a limited company; (h) managers with representation power and of the technical director and of the sole individual shareholder or majority shareholder in the case of companies with less than four members, or of any other type of company or consortium, **of the Parent Company**.

³ On its own behalf and on behalf of the people listed in note 2.

⁴ On its own behalf and on behalf of the people listed in note 2.

- There are no pending lawsuits and/or lawsuits of which it is aware of that may adversely affect the execution or performance of the Contract.

b) The Proposer/Contractor undertakes to promptly inform and provide any relevant documentation to ENEL:

1) In case of recognition of the existence of any administrative, civil and/or criminal proceedings as referred to in the second point of a) above;

2) In case of the existence of any administrative, civil and/or criminal investigation, as referred to in the third point of a) above.

ENEL reserves the right to analyze, at its sole discretion, the above mentioned information, for the purpose of evaluating the professional conduct of the Proponent/Contractor and of the Company in question.

30. APPLICABLE LAW AND CONFLICTS RESOLUTION.

30.1 The hiring shall be governed by the Brazilian laws, the Brazilian courts being competent to appreciate any claim related to the hiring, excluding any other court outside Brazil, unless expressed otherwise in the Contract.

30.2 The application of the United Nations Convention on International Contracts (the "Vienna Convention") is explicitly excluded

30.3 In case of conflicts, if the Parties fail to reach an agreement to their resolution, they shall resort to the Judiciary branch, unless the Contract provides for arbitration, according to Law 9307/96.

30.4 When resolving litigation, in case the parties choose to resort to arbitration by means of including the referring arbitration clause in the Contract, it is provided that the Brazilian law shall rule it, appealing to the Brazilian Mediation and Arbitration Center (CBMA – *Câmara Brasileira de Mediação e Arbitragem*), in Rio de Janeiro, according to the CBMA Rules, effective at the time of arbitration request. The arbitration procedure shall take place in Rio de Janeiro.

31. JURISDICTION

The Parties elect the Central Courts of the State of Rio de Janeiro, as having jurisdiction to judge any controversies related to the Contract, regardless of any others, no matter how privileged they may be.

32 GENERAL PROVISIONS.

32.1 The Parties agree that the commercial relationship shall abide by the most strict and demanding concepts and principles of ethics, morality and good faith during the execution of business, including, but not limited to, avoiding to keep by themselves or third parties, totally or partially, directly or indirectly, any relationship, contact or commercial association with any kind or class of agents that have participated in unlawful commercial activities, including unfair or unethical competition activities, which, as a result of the activity performed, the Parties are aware of or should be aware of.

32.2 No provision under the Contract shall be construed as a means to create a partnership, joint venture, or association or commercial representation between the Parties, each of them being solely, fully and exclusively responsible for their own acts and obligations.

32.3 In all matters relating to the Contract, ENEL and the Contractor shall act as independent contractors. Neither Party may declare that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor represent the other Party as agent, representative or any other role. It is hereby established that ENEL has no liability for debts and obligations incurred by the Contractor, which shall not be allowed to use the Contract or any other reason to claim damages or refunds.

32.4 The Parties represent, under penalties set forth under the Law, that their individuals or representatives who sign the Contract are duly empowered, according to their respective Bylaws or Corporate Charters, with authority to take on the obligations under the Contract.

32.5 The Contractor hereby waives, irrevocably and unconditionally, the option to issue trade acceptance bills (*duplicata*) provided for under art. 2 of Law 5.474/68, resulting from invoicing of services provided hereunder. It is also prohibited to assign any credit resulting from the Contract executed by the Parties, as well as to issue any and all securities (*título de crédito*), Enel being released from any payment or obligation towards third parties, due to receivables, discount, collateral or other form of circulation or guarantee, including related to rights resulting from the referred Contract and, under no circumstances, ENEL shall accept such securities, which shall be immediately returned to the legal entity/individual who presented them. Under no circumstances will ENEL be held accountable for bank surcharges/expenses or any other expenses, not expressly provided for under the Contract.

32.6 The Contractor shall be liable for any moral and material damages that ENEL may suffer as a result of failure to comply with the provisions of the item above, as well as a result of protested trade bills that failed to meet the prohibition under this clause, without prejudice to the other penalties set forth herein or in the contract, as well as incidence of non-compensatory fine equivalent to 100% (one hundred percent) on the value of the title, whether paid or endorsed.

32.7. The clauses of the Contract and its Annexes that by their nature have a perennial nature, especially, but not limited to, those related to civil, labor, tax, social security and fiscal matters, as well as intellectual property rights and confidentiality, among others, shall remain valid even after the termination of the Contract.

32.8. The Contract shall be binding upon the Parties, their successors, whatever the form of succession, in all rights and obligations undertaken under the Contract.

32.9. In the contracts entered into between the Companies of ENEL Group ("Related Parties") in which there is no need for prior approval by ANEEL, pursuant to ANEEL Resolution nº 699/2016, each Party shall be solely, independently and exclusively responsible for its respective obligations, and no joint and several liability shall be claimed in any event between them, including, but not limited to, the obligations to (i) pay invoices for the service rendered to it; (ii) its respective tax credits and obligations related to its operations, as well as (iii) its respective labor and social security obligations.

32.9.1. In all matters related to the Contract, the Related Parties shall act as independent contractors, and they shall not be deemed as jointly and severally liable and shall have no responsibility for debts and obligations undertaken by the Contractor. The Contractor or third parties shall not be allowed to use the Contract or any other reason to claim any compensation or reimbursement.