

The document "Attachment I Brazil" applies to all purchase of supplies, services and works 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 the General Part of these General Contract Conditions.

2. DEFINITIONS.

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.

Delivery note: Commercial document comprised of a list of goods supplied and certifying delivery thereof.

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 once all proceedings agreed are fulfilled, informing ENEL of total or partial shipment of equipment or material under the Contract.

Quality agreed: Agreement established by and between ENEL and the Contractor, according to which the Contractor guarantees some quality levels previously agreed between both parties.

Letter of intent or proceed order: Non-compulsory agreement comprising all terms that may or may not be formalized by means of a Contract.

Inspector: Individual or entity appointed by ENEL who performs inspection functions during any phase of performance of the Contract.

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.

Proposal request: Document in which ENEL requests an offer. It shall include technical specifications, as well as commercial and legal specifications, among which the present General Conditions shall be a part of.

Quality control plan: Document issued by the Contractor specifying associated processes, procedures and resources applicable to fulfill 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.

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. 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 deemed invalid, such invalidity shall not affect any other provisions, which may be enforced without the invalid provision. The Parties, bearing in mind the nature of the Contract and upon mutual agreement, shall endeavor to correct the provision considered to be invalid so that such correction respects the purpose of the provision in question 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.

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 of 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, the provisions of this Annex I shall prevail, considering that, except when expressly stated to the contrary in this Annex I, the Provisions of the General Part are complementary to the provisions of this Annex I.

6. COMMUNICATIONS.

According to the text under the General Part of these General Contract Conditions.

7. FINANCIAL CONDITIONS.

7.1. Prices.

7.1.1. Unless expressly agreed upon otherwise, in case of performance of any work or services, the Contract price shall be deemed as including, at least, the following:

- 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, and duties legally payable to it,
- 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 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 into prices for services, prices for materials and taxes payable, according to applicable legislation.

7.1.3. The Contractor shall be responsible for any additional costs resulting from the Contractor's failure to comply with the delivery and shipment conditions set forth in the Contract, including, but not limited to, 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 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.

7.1.6. 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.

7.1.7. 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.

7.1.8. 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.

7.1.9. 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.

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

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

7.1.12. 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. The adjustment 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, applicable 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 CNPJ (Brazilian National Register of Legal Entities) related to ENEL Group performing the purchase and/or receiving the services;
- Value per unit of materials or items of equipment;
- Total value of 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. Payment to any foreigner Contractor 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 follow specific proceedings set forth under the Contract and the law, the Contractor being aware that it may involve procedures within official bodies, such as 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 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, when appropriate, 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 n° 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.

7.5. Electronic invoicing.

Without prejudice to the billing system 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.

ENEL shall withhold taxes in accordance with the Applicable Law. Thus, all payments made to the Contractor shall be net of all withholding taxes.

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 national 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, reductions, exemptions or extinction of the taxes mentioned in this clause, the advantages acquired shall be transferred to ENEL, thereby reducing the price of the Contract.

8.3.4. If ENEL obtains the tax benefit of REIDI, related to the suspension of PIS and COFINS, the Parties agree to sign an amendment to this Contract to contemplate the reduction of the price due to the suspension of PIS and COFINS on the price of the Contract and the application of the tax benefit obtained. In the event described above, ENEL undertakes to notify the Contractor when it obtains the benefit of REIDI.

8.3.5. For the avoidance of doubt, if and when the Purchaser is registered in the benefit of REIDI, there shall be a reduction in the Contract Price due to the exemption of PIS and COFINS.

8.3.6. If ENEL loses the right to any tax benefit due to act, omission, lack of diligence or any other cause attributable to Contractor, ENEL may claim a Change Order in the value of the unused tax benefit relative to any amount due to the Contractor. In addition, ENEL shall not be responsible for the undue payment of any taxes or contributions by the Contractor.

8.3.7. According to IN (RFB) nr. 758/2007, in the case of the granting of the benefit of REIDI to ENEL, the Contractor shall include in the invoices the number of the Executive Declaratory Act that granted such benefit, stating that the sale of such materials is made with the suspension of PIS and COFINS, pursuant to items I and II, of article 13, of said IN (RFB) nº 758/2007. ENEL shall have the right to refuse Contractor's invoices that do not comply with IN (RFB) nº 758/2007.

This Contract does not consider co-licensing for REIDI of ENEL.

9. EXECUTION.

9.1. INTRODUCTION.

9.1.1. 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 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.

9.1.2. In case the Contractor identifies any mistake or discrepancy in the projects, drawings and technical specifications provided to the Contractor, it shall notify ENEL in writing, detailing everything that needs to be corrected.

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 that can be obtained only directly by ENEL, so that the performance of the works or services is not affected and machinery operation is not prevented, the full 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 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, 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 (EPI) and Collective Protective Equipment (EPC) 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, making the process as easy as possible.

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 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.

9.4. Delivery and receipt conditions.

9.4.1. General.

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. 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. A self-employed worker shall be considered as a subcontractor for all the purposes of these General Conditions and of the Contract. However, exclusively for the purposes of calculating the percentage mentioned above, a self-employed worker shall not be taken into account.

10.4. 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 related to the Contractual Documentation.

10.5. 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; as well as for damages and losses caused to ENEL by any subcontractors or assignees, their agents, advisors and workers.

10.6. 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 due to the Contractor's breach, without prejudice to any other applicable legal measure.

10.7. 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.

10.8. 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.

10.9. 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.).

10.10. 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.

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.

12. CONTRACTOR'S OBLIGATIONS.

According to what is set forth in the General Part of these General Contract Conditions.

13. CONTRACTOR'S RESPONSABILITIES.

13.1. Contractor shall be responsible, civilly and criminally, 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, of its professionals, agents, contractors and/or subcontractors, as a result of the performance of the object of the Contract, caused to the contractor, its employees or third parties, releasing ENEL from any and all liability in this regard. The right of withholding and offsetting as set forth in the Contract in these General Conditions shall be applicable to this clause.

14. CONTRACTOR'S WARRANTY.

14.1. 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 one (1) year as from the Temporary Receipt Document. In case the Temporary Receipt Document is not signed, the one-year 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.

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 of the General Part of these General Contract Conditions, 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 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 four 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. 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.

15.5. The collection of penalties shall not deprive ENEL of its option to transfer to the Contractor all the additional costs and expenses that it may be obliged to bear and/or 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. Consequently, the Contractor shall eliminate all technical deficiencies detected; pay the applicable penalties; 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.

15.6. 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 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.
- b) After such period, and in case ENEL rejects such arguments, the Contractor shall discount from its invoice the value corresponding to the penalty applied.
- c) 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.
- d) Once the financial guarantee is executed, the Contractor shall replace it with the same amount as prior to the execution.
- e) 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.
- f) 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.

16. SUSPENSION, WITHDRAWAL AND TERMINATION.

According to the text under the General Part of these General Contract Conditions.

17. FORCE MAJEURE.

According to the text under the General Part of these General Contract Conditions.

18. LABOR LAW.

18.1. The services under the Contract shall be performed 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 provide 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. The Contractor shall perform the services in compliance with the laws and regulations in force regarding labor relationships, safety and occupational health, respecting the specific recommendations that are made to this effect by ENEL, and shall instruct and inspect its agents and/or employees as to the fulfillment of the referred laws and regulations, under penalty of suspension of works and/or termination of the Contract, with no burden to ENEL.

18.4. 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, whenever requested by ENEL.

18.5. In case of litigation of any nature against ENEL, due to the Contractor's liabilities, or in case of litigation due to the Contractor's or its subcontractor's action or omission, ENEL shall be entitled to withhold from any outstanding payments or from any existing guarantees the amount equivalent to what is being claimed, including social security contributions and income tax, undertaking to refund it to the Contractor, duly adjusted, after the court decision with no possibility of appeal stating groundlessness or ENEL's exclusion from the list of defendants. In this case, the Contractor shall also indemnify ENEL for the attorney's fees, especially hours spent on the elaboration of petitions and displacement to hearings, and by its representatives, as well as legal and administrative expenses and costs incurred to provide proofs, considering as the basis for the reimbursement agreed upon herein the compensation of the attorney and of ENEL's representative, except in cases of default judgment, or missing of lawsuit terms by ENEL, without prejudice to any claim for reimbursement.

18.6. The Contractor shall be solely responsible for the payment of any expenses resulting from hiring its employees, contractors and/or subcontractors, including, but not limited to: salaries, fringe benefits, vacations, extraordinary payments, occupational accident insurance, contributions and/or expenses payable to social security, FGTS (Government Severance Indemnity Fund) and PIS (Social Integration Plan), withholding income taxes and any other labor, contribution or tax expenses, releasing ENEL from any responsibility for accidents during the supply of materials and/or equipment, labor claims and/or contribution acting, including those on behalf of ENEL, once they are different companies and that there is no employment relationship between ENEL and the Contractor's employees, representatives and/or subcontractors, as previously stated.

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, 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 hereunder.

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: "In order to guarantee the accurate, complete and appropriate fulfillment of Contract nº xxxx, 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.

20.1. If the Contract is executed in the form of Contractor's materials on consignment at ENEL's facilities, the Contractor shall arrange, apart from the insurances mentioned under the General Part, insurance for theft and other damages, which the deposited material may suffer, for the whole term of fulfilment of the Contract.

20.2. If, at ENEL's discretion, the insurance coverage presented by the Contractor are not enough to cover the risk exposure, both of the material or equipment delivery and of the performance of the work or services under the Contract, the Contractor undertakes to review and modify such coverage as required and pursuant the conditions of the insurance market.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

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.

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, and (ii) the provisions of clause 23.1 below,

The provisions of clause 23.1 of the section of the same name, of the General Part of these General Contract Conditions, shall be applicable, with the exception of the inclusion of the following wording:

Thus, the information excluded from the confidentiality duty, i.e., not being deemed as confidential, shall be the information which became available to the public, provided that such disclosure was not a direct or indirect consequence of a breach of the secrecy and confidentiality obligation as set forth in these Contract conditions, in Annex I, or in the Contract.

Therefore, the following text shall be added to item 23.1:

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.

22.1 If the performance of the Contract requires the Contractor to make any kind of personal data processing, that is, any and all information related to an identified or identifiable natural person (art. 4, n.1 – GDPR, and item I of art. 5 of LGPD), which is under the control of ENEL, in accordance with the applicable data protection rules in force at the time of execution of the Contract, or to the one applicable during its performance or even after its termination, the provisions of this item 23 will apply.

22.2 For the purposes of processing and managing personal data under the Contract, the Contractor acknowledges that ENEL shall act as the CONTROLLER of personal data, and, on the

other hand, the Contractor shall act as the OPERATOR, as well as any third party contracted by the Contractor under the Contract with ENEL, which shall be considered as an OPERATOR, by extension, or, under the terms of the GDPR as a SUB OPERATOR in accordance with art. 28 (4) of the GDPR. For purposes of definition and interpretation of this Section 23, it is understood that:

22.2.1 “CONTROLLER” shall mean any natural person or legal entity, whether public or private, who is responsible for decisions relating to the personal data processing (art. 4, n.8 of the General Data Protection Regulation – GDPR – Resolution 679/2016, and in Brazil, item VI of article 5 of Law nº 13,709/18, General Law on Data Protection (LGPD).

22.2.2 “OPERATOR” shall mean any natural person or legal entity, whether public or private, who processes personal data in the name of the CONTROLLER (art.4, n. 8 of the GDPR, and in Brazil, item VII of art. 5 of the LGPD).

22.3 In particular, the Contractor, acting as the OPERATOR, represents and warrants that:

- a. Data processing shall meet current legislation, as well as criterion, requirements and Specifications established in the Contract and, as the case may be, according to the instructions provided at any moment by ENEL;
- b. Personal data informed to the Contractor as a result of this contract shall not be applied or used for any other purpose rather than the one under the Contract;
- c. It shall return, straight to ENEL, all personal data informed within fifteen (15) calendar days, as from the date of completion of the service, in accordance with the provisions of the Contract;
- d. It shall destroy any document, complement or copy of personal data informed under the Contract and which cannot be returned, due to various reasons different from the terms set forth in the previous item. However, the data shall not be destroyed in case of legal provision requiring its preservation. In this case, the Contractor shall preserve such data, in all discretion, according to ENEL’s instructions and as mandated by law;
- e. It shall not communicate or assign the data supplied as a result of the performance of the Contract subject matter to any other individuals or legal entities, under penalty of the application of the sanctions, contractual measures and/or legally applicable, in case of breach of the applicable law and/or confidentiality breach;
- f. 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;
- g. In case it is necessary to perform any international transfer of data in order to render the service, the Contractor undertakes to inform this to ENEL, previously and in due time so that ENEL may provide related authorizations, without which the Contractor cannot perform such transfers.
- h. Particularly, it states to know and undertakes to fulfill all legislation related to data protection, including, but not limited to, all Brazilian regulation regarding the collection, storage, use, keeping, and data bank, the ones currently in force and to be published, particularly, but not limited to, the following provisions: Federal Constitution, especially arts. 5, X, XI, XII and XIV, Civil Code, especially art. 21, Code of Consumer Protection, especially arts. 43 and 44, Decree 7.963/13, Civil Internet Framework (Law 12.965/14), Decree 8.771/16 and Law 9.472/97 and, in particular, the General Law on Data Protection, Law 13,709/18, which shall be in force as of February 2020, in order to guarantee the accurate fulfillment of the obligations and responsibilities established therein, including, but not limited to,

those regarding the definition and protection of registration data, personal data or the processing of personal data, guaranteeing, on its own behalf and on behalf of its shareholders, employees, agents or third parties with whom it maintains a commercial relationship, its full and accurate fulfillment. It also declares that the Contractor shall comply with and enforce any new laws or regulations that may be published on the subject. And, it declares and agrees that any penalties provided for in the legislation have and will always have an additional and complementary character to any other penalties provided for in the Contract and its annexes.

22.4 Without prejudice to the provisions under the preceding paragraph (e), in case ENEL authorizes subcontracting of specific services on behalf of third parties, which, in turn, results in providing registration and/or personal data as referred to in this clause, the Contractor undertakes to, prior to the subcontracting, execute a data confidentiality agreement between the Contractor and its subcontractors, defining Contractor's and its subcontractor's responsibilities in relation to proper data processing, and responsibility for all damages, losses and liabilities resulting from failure to meet such agreement.

22.5 The Contractor undertakes to release ENEL from any claims filed in relation to the failure to comply with this clause, and accepts to bear and pay all sums that ENEL may be obliged to pay due to sanctions, penalties, compensations, interests, damages, losses in general, as well as those ENEL may be sentenced to pay due to failure to comply with the Contract.

24. ENVIRONMENTAL PROTECTION.

24.1 Materials and/or items of equipment.

24.1.1. The Contractor undertakes to adopt all measures in order to ensure the fulfillment of obligations resulting from the enforcement of national Federal, State or Local environmental standards, requirements and conditions to obtain licenses, granting, authorizations or technical standards applicable to the scope of services. Particularly regarding correct packaging and labelling of products supplied (product date of packaging, manufacturing, validity date, etc.), proper return or allocation of chemical products packagings, in case such products are considered dangerous according to current legislation, without prejudice to any other legal provision that, in the future, may be established for this subject, being responsible to restore any damage caused as a consequence of its activities.

24.1.2. The Contractor undertakes to provide, whenever possible, products or materials bearing an ecological label, as well as those with longer useful life, or with less power consumption, representing lower cost and having less potential to generate residues per product life, informing ENEL of such acquisitions.

24.1.3. The Contractor commits to only employ non-carcinogenic and non-chemically unstable usable elements in its materials and items of equipment.

24.1.4. The Contractor shall respect limits established for hazardous substances and preparations trading defined by laws and regulations, as well as any other future legal modification to this subject. Particularly, providing evidence of lack of PCB in items of equipment oil, and lack of CFC, HCFC, halons, etc., with commercial restraints.

24.1.5. The Contractor is responsible for all transportation of people, materials and residues respecting the terms of applicable legislation.

24.1.6. Whenever possible and although it is not a legal liability, the Contractor shall reuse and recycle residues generated by its own products or materials.

24.1.7. ENEL reserves the right to monitor or control Contractor's proper management of residues.

24.1.8. The Contractor shall ensure compliance with current legislation in terms of substances and chemical preparations record, appraisal, authorizations and licenses and restrictions, providing safety sheet, ensuring handling and storage according to applicable standards, in case under the scope of the Contract it is included, directly or indirectly, the

acquisition of any of the substances listed below in the form of mix or as articles content, and not regardless amount the following:

- insulating oils.
- lubricating oils.
- Greases.
- paint (including “Toner”) and coatings.
- Solvents.
- chemical products.
- electrical batteries.
- gases (in bottles or items of equipment).
- Fuels (gasoline, diesel and others).
- Laboratory reagents.
- Cleaning products.

24.1.9. The Contractor shall ensure the availability of Safety Sheet for chemical products in the location of use and storage.

24.1.10. The Contractor undertakes to manage empty packagings in which the product was supplied, complying with the terms of applicable legislation, removing them upon ENEL's request, being fully responsible for observing compulsory standards related to transport, as stated on previous clauses. It shall also be obliged to remove empty packagings within conditions and time limits defined in each Contract, or, in case of omission of a time limit, the Contractor shall provide allocation upon ENEL's request.

24.1.11. The electronic devices Contractor shall comply with conditions imposed by current legislation. Special attention should be given to electronic gauges, computers, and the facilities control equipment, which the Contractor shall collect by the end of their useful life establishing reverse logistics or destination according to legislation, with no costs to ENEL.

24.2. Works and/or Services.

24.2.1. The Contractor shall know all requirements and applicable standards necessary to perform the work and demonstrate by means of evidence their fulfillment.

24.2.2. The Contractor shall ensure, and as the case may be provide evidence, that the staff who will carry out work this Contract subject matter, has theoretical-practical skills or is trained to properly carry out the work, particularly, training required to ensure proper behaviour regarding environment and to reduce the risk of accidents with environmental repercussions. Training shall include their assigned obligations resulting from the Environmental Management System documents, applicable and conditioning legal and technical rules, as well as licenses and authorizations requirements.

24.2.3. The Contractor shall provide its staff with means required so that the work is carried out respecting the Environment and pursuant to applicable standards and requirements. Furthermore, the Contractor undertakes to meet all applicable legal requirements, as well as those resulting from the Environmental Management System, in case there is such system implemented in the facilities this Contract subject matter.

24.2.4. The Contractor shall be held liable on an administrative, civil and criminal basis for all environmental damages caused as a result of services contracted, including accidents. In case responsibility is placed on ENEL, the Contractor shall adopt all applicable measures to take up responsibility, as well as to indemnify Enel for all direct and indirect damages caused to it. In addition, in this case, the Contractor undertakes to recover and correct any environmental damages placed on Enel by the environmental body or any other body, including direct and indirect civil damages. The Contractor shall adopt appropriate measures to ensure the fulfillment of all environmental State or local laws and regulations in force.

24.3. Licensing requirements:

24.3.1. The Contractor shall draw up and provide to ENEL its activities reports to evidence that activities are carried out pursuant to environmental licenses requirements, environmental Plans approved by the environmental body, grants and other equivalent documents.

24.3.2. Within the term foreseen by the environmental body for the delivery of compulsory reports related to Licensing, the Contractor shall provide consolidated reports. Monthly, the Contractor shall provide to ENEL, a partial activities report, which shall become part of the consolidated report to be provided to the environmental body or competent environmental authority.

24.3.3. Reports provided to competent authorities as well as partial reports shall include all proof required as evidence that the Contractor's activities meet the requirements established by laws and regulations, and specific environmental authorities that govern the project. Such evidences include residue carriers, receivers, mineral and forest material supplier licenses, water usage grant, ART of technicians in charge of waste-water treatment, residue management, areas recovery, plans foreseen under rules, comprehensive photographic record of activities conformity, layouts, controls required and others, according to legal requirements applicable to the scope of the Contractor's service for the project.

25. VENDOR RATING.

25.1 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.

25.2 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.

26. GAINSHARING

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

27. GOVERNANCE

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

28. KPI (KEY PERFORMANCE INDICATOR)

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

29. GLOBAL COMPACT

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

30. STANDARD OF ETHICAL CONDUCT

30.1. General.

30.1.1 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 this 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;

30.1.2 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.

30.1.3. 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.

30.1.4. 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 person appointed in the clause in order to receive those attachments through electronic media or printed media (physical media).

30.1.5. 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.

30.1.6. 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).

30.1.7. Any failure to comply with the Ethical Standards and/or Anti-Corruption Law, in any of its aspects, or the practice by 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 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 Clause 15 - PENALTIES, shall give rise to the immediate termination of the Contract.

30.1.8. 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.

30.2 Conflict of interests.

30.2.1 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):

- 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 not 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.

30.3. 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.

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

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**.

- 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.

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.

31. APPLICABLE LAW AND CONFLICTS RESOLUTION.

31.1 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.

31.2 The application of the United Nations Convention on International Contracts (the “Vienna Convention”) is explicitly excluded

31.3 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.

31.4 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.

32. 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.

33. GENERAL PROVISIONS.

33.1 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.

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.

33.2 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.

33.3 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.

33.4 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.

33.5 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.