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1 SCOPE.

These General Contract Conditions for Colombia (hereinafter, the "General Conditions") regulate the contractual relationship between the companies belonging to the ENEL Group (hereinafter "ENEL") and its Contractors (hereinafter collectively referred to as the "Parties") regarding the acquisition of materials, equipment, works and services.

ENEL pursues a sustainable business model and places environmental, social and economic sustainability, together with innovation, at the center of its corporate culture, by implementing a development system based on the creation of value that is shared with all its internal and external stakeholders. ENEL pursues the achievement of the UN Sustainable Development Goals (SDGs), it has been a "Participant" member of the UN Global Compact since 2004 and, in 2020, it was confirmed as one of its LEAD companies, thanks to its adherence to the 10 founding principles on human rights, labor standards, environmental protection, and the fight against corruption.

ENEL is committed to boost social, economic and environmental sustainability, also through the contractual relationships with its suppliers.

The Contractor declares to know ENEL's principles on sustainable development, available at the following link <https://www.enel.com/company/our-commitment/sdg-onu>, and to share the same purposes.

These General Conditions shall apply, without prejudice to any other agreement to the contrary, taking into account the order of precedence set out in clause "INTERPRETATION AND HIERARCHY".

The Contract (as defined below) shall specify the Website where these General Conditions may be consulted and ENEL shall send, upon request, an electronic/paper copy to those Contractors who cannot access the Website.

Any exception to these General Conditions proposed by the Contractor shall only be valid if made in writing and accepted by ENEL, and shall only apply to the relevant Contract, excluding any application thereof to any existing contract nor to any other future contract executed with the same Contractor.

2 DEFINITIONS.

The following definitions, among others, shall apply to this document:

- **Final Acceptance:** acceptance by ENEL of the completion of the Scope of Contract, which takes place after any defects or deficiencies identified during commercial operations have been remedied.
- **Provisional Acceptance:** conditional acceptance by ENEL of the delivery of a material or work in accordance with the Scope of Contract, which shall be verified or confirmed under operational conditions within an agreed period. Such acceptance shall be given upon occurrence, or declaration by ENEL, of the last of the following conditions: (a) completion of the Scope of Contract, (b) no defects exist, (c) all defects have been remedied; (d) the activities under the Scope of Contract have been completed and accepted for commercial purposes, if applicable, and (e) the Contractor has delivered all required documents to ENEL.
- **Subsidiary or Affiliate:** in relation to any natural or legal person, any other person who: (a) directly or indirectly controls, or is controlled by, or is under common control with, such person; or (b) directly or indirectly holds fifty percent (50%) or more of any class of voting shares or other interests in the share capital of such person; or (c) holds fifty percent (50%) or more of any class of voting shares or other interests in the capital directly or indirectly beneficially owned or held by such person, or (d) either holds a general partnership interest in such person or such person holds a general partnership interest in the other person. For the purposes of this definition, the word "control" means the possession, either direct or indirect, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities or otherwise.
- **Scope of Contract:** all materials, equipment, works and services defined in the Contract and/or in the Technical Specifications, which ENEL shall purchase from the Contractor under the Contract.
- **Certificate of commencement:** the document executed between ENEL and the Contractor, specifying the date as of which the performance of the contractual activities shall commence.
- **Certificate of acknowledgment of works and services:** document specifying any defect found in the work or service completed and the deadline for their correction by the Contractor.
- **Delivery Note:** commercial document containing a list of the goods supplied and certifying their delivery.
- **Quality assurance:** part of the management focused on providing reassurance that the quality requirements shall be complied with.
- **Governmental Authority:** any and all supranational, foreign, national, federal, state, county, city, municipal, local or regional authorities, departments, bodies, commissions, corporations, branches, directorates, agencies, ministries, courts, tribunals, judicial authorities, legislative bodies, administrative bodies, regulatory bodies, autonomous or quasi autonomous entities or tax authorities or any department, municipality or other political subdivision thereof.
- **Shipping authorization:** document issued by ENEL, which entitles the Contractor to ship, in full or in part, the equipment or material covered



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by the Contract.

- **Dispatch note:** document issued by the Contractor after completion of all the agreed procedures, informing ENEL that the equipment or material covered by the Contract has been shipped, in full or in part.
- **Agreed quality:** agreement established between ENEL and the Contractor according to which the Contractor guarantees a quality level previously agreed between the Parties.
- **Letter of intent or order to proceed:** non-mandatory agreement containing prior and general commitments that may or may not be formalized in a Contract.
- **Contract:** set of contractual documents, as specified below, regulating, in writing, the rights and obligations of the Parties and the acquisition of materials or equipment and the performance of specific works or services.
 1. **Agreement (“Cuerpo Principal del Contrato”):** the document that includes the name and identification data of the Parties, specifies the scope and the duration of the Contract and provides other specific economic, administrative and regulatory terms. Furthermore, this document lists and refers to all the documents that form the Contract.
 2. **Particular conditions:** document providing the specific terms regulating a Contract.
 3. **Technical-economic documents:**
 - Technical Specifications:** document providing the technical requirements of the Contract.
 - Consideration or Price List:** document that provides the consideration to be paid for the specific services performed by the Contractor, which may be grouped by category.
 - Other additional documents:** other additional documents related to a specific Contract (e.g., description of the works and interventions; graphic and descriptive design print-outs; time schedule, etc.).
 4. **Health, Safety and Environment Terms, and Fundamental Health, Safety and Environment Terms** (hereinafter, “HSE Terms”): document governing the health, safety and environmental obligations of the Parties under the Contract. The HSE Terms are available on ENEL Global Procurement website.
 5. **General Conditions:** this document.
- **Final Acceptance Document:** document (such as a report) confirming final receipt and acceptance of the materials and equipment purchased, the works and services performed and the end of the Warranty Period.
- **Provisional Acceptance Document:** document (such as a report) which records:
 1. The successful outcome of the inspection and the activities related to a specific equipment or material received by ENEL; this document also records any necessary modifications or corrections of deficiencies detected during the inspection and/or testing, or
 2. The successful outcome of a works progress examination, the accurate performance or complete correction of the contractual service, as well as the compliance with technical standards and contractual clauses relating to the different phases of the activities under the Contract.
- **Duration:** period of validity of the Contract set forth in the Agreement.
- **Execution Date:** date on which the Contract enters in full force. Unless otherwise agreed in the Contract, such date corresponds to the date of signature by both Parties.
- **Final Acceptance Date:** date when the Warranty Period ends upon Final Acceptance.
- **Provisional Acceptance Date:** date when the Warranty Period starts based on the Provisional Acceptance.
- **Electronic signature:** digital signature system which, where applicable and in accordance with the Law, allows the verification of the identity of the Parties to the same extent of a handwritten signature, and which certifies any communication sent by the signatory and the source and integrity of an electronic document or a set of electronic documents.
- **Economic guarantee:** a first demand financial guarantee that the Contractor provides to ENEL to guarantee the accurate fulfillment of all the contractual obligations and the payment of the damages suffered as a result of a breach by the Contractor of its obligations in accordance with the amounts and the terms set out in clause 19.
- **Contract Manager:** ENEL’s representative in charge of ensuring the fulfillment of the subject of the contract.
- **ENEL Group:** ENEL S.p.A. and its Affiliates.
- **Taxes:** any taxes or in general any other charge determined and levied by the competent Authority or the laws regulating a specific Contract, in accordance with the applicable regulations.



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- **Inspector:** person or entity appointed by ENEL who carries out the inspection functions at any stage of performance of the Contract.
- **Law:** all legislation, statutes, ordinances, codes, rules, orders, decrees, regulations, judgments, injunctions, permits, licenses, authorizations of any legally established Governmental Authority, as the same may be issued, modified or repealed, applicable to the Contract and in force in Colombia.
- **Warranty Period:** period of time during which the Contractor has to ensure the proper functioning of the goods or works, or that they are flawless and fit for their use.
- **Request for proposal:** document through which ENEL requires an offer. This shall contain the Technical Specifications and the Commercial and Legal Specifications, including these General Conditions.
- **Quality plan:** document issued by the Contractor specifying the procedures, processes and resources that shall be complied with for the fulfillment of the contractual quality requirements.
- **Term of the Contract:** Starts on the contract execution date and expires on the execution date of the Final Settlement Certificate.
- **Period of Performance:** The period during which the contractual activities are carried out; this may run from the date of the Certificate of commencement or from the Execution Date.
- **Settlement Period:** The Settlement Period of the Contract, which shall run upon expiration of the Period of Performance.
- **Security Plan:** Document issued by the Contractor specifying the processes, procedures and resources that shall be complied with for the Management of Security Risks within the framework of the activities and operations under its responsibility, as well as those provided by its Subcontractors
- **Inspection Point Program:** Document issued by the Contractor and approved by ENEL, specifying the different inspections, tests, trials or examinations to be performed.
- **ENEL Global Procurement Portal:** ENEL Portal accessible by the Contractors to operate with ENEL on-line.
- **Contractor:** natural or legal person (including groups) that executes with ENEL a contract for works, services and/or supplies.
- **Preliminary Acceptance:** procedures providing for the performance of the required tests or trials of the material, in the presence of ENEL's technicians or of the relevant authorized person or entity, as well as of the facilities of the Contractor, of its subcontractors or of any other entity agreed between the Parties.
- **Acceptance by Protocol:** review of the required test protocols, previously carried out by the Contractor, by means of which ENEL's technicians or the relevant authorized person or entity, approve the shipment of the material, or otherwise evaluate the results of such protocols by the Preliminary Acceptance.
- **Subcontract:** contract by which the Contractor entrusts the performance of part of the Scope of Contract to its Subcontractors.
- **Subcontractor:** natural or legal person - including the relevant employees and representatives - who has executed a direct contract with the Contractor for the performance of part of the Scope of Contract relating to the provision of works and services.
- **Subsupplier:** natural or legal person - including the relevant employees and representatives - who supplies to the Contractor, either directly or indirectly, in full or in part, the materials and/or equipment required for the performance of the Scope of Contract.
- **Third Party:** any Person other than a Party.

3 LANGUAGE.

The original version of these General Conditions shall be the one drawn up in Spanish (Castilian). The original version of the remaining contractual documents shall be that specified in the Contract or in each of the contractual documents. In the case of any conflict between the original version of these General Conditions, drawn up in Spanish, and the translations into other languages, the original Spanish version shall prevail.

Notwithstanding the foregoing, any amendment or supplement to the Contract shall be made in writing.

4 EXECUTION.

The Contract shall be executed after its signature. By signing the Contract, including by electronic signature, the Contractor declares its full and unconditional acceptance of the same.

The Contract shall not be renewed automatically nor shall be subject to tacit extensions. Any additions and/or subsequent additional contractual terms, or deletions of contractual clauses provided in a given Contract, shall not amend the General Conditions and shall be limited to the Contract concerned.



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In the case of Contracts executed by ENEL with the Contractor for the benefit of two or more companies of the ENEL Group, the Contract shall be executed between the companies of the ENEL Group which actually receive the relevant service, work or supply and the Contractor or its affiliates or associated companies or permanent establishments located in the same country of the relevant ENEL Group company.

As regards those negotiations in which the amount is indeterminate, the execution of the contract may be carried out through a commercial quotation accepted by means of a purchase order or service order.

5 INTERPRETATION AND HIERARCHY.

In the case of any conflict or incompatibility among the contractual documents, the priority and prevalence shall be determined according to the following order:

1. Agreement;
2. Particular Conditions (if any);
3. Technical-economic documents:
 - Technical Specifications.
 - Consideration or Price List.
 - Technical Annexes
4. HSE Terms.
5. General Contract Conditions Colombia.

In any case, should a conflict arise between the contractual documents and the mandatory provisions of Law regulating the Contract, the latter shall prevail.

Without prejudice to clause "GOVERNING LAW", should any doubts or conflicts arise on the interpretation of the Contract, they shall be amicably settled by the Parties, in accordance with the scope and purpose of the Contract and in compliance with its provisions.

A Party shall not be considered as waiving any right, power or claim arising from the Contract, unless such waiver is explicitly declared in writing to the other Party. The waiver of a right, power or claim shall not imply a waiver of any future right, power and claim, including if they are of the same nature.

If any provision of the Contract becomes invalid, such invalidity shall not affect the remaining provisions, which may be applied without taking into account the invalid provision. The Parties, taking into account the scope of the Contract and by mutual agreement, shall seek to amend the invalid provision in such a way that it complies as much as possible with its original purpose.

6 COMMUNICATIONS.

Any communications between the Parties shall be made in writing, at the post or e-mail address specified and according to the terms specified in the Contract. The Parties undertake to promptly notify each other of any change of address and e-mail. In the case of any failure to send such notification, communications shall be deemed effective if sent in the agreed manner to the addresses or e-mails specified in the Contract.

The Parties may use electronic means to exchange documents relating to the Contract. Unless otherwise expressly specified in the Contract, electronic means may be used, provided that they allow the proper tracking of any communication.

The Contractor undertakes to comply with and promptly give effect to all the communications received from ENEL, without any further formalities.

7 ECONOMIC CONDITIONS.

Prices.

7.1.1 The price of the Contract is the consideration agreed for the acquisition of materials and/or equipment and/or for the performance of works or services, that takes into account the total value of the Contract. The price of the Contract includes all the items required for the proper performance of the agreed contractual services and everything that has to be provided or performed by the Contractor, including all the required costs or expenses, except for the services and items that have been explicitly excluded and the taxes imposed by Law.

7.1.2 All the prices shall be detailed in the Contract in the form specified therein.

7.1.3 In the case of performance of a work or service, the price of the Contract shall include, at least, except as otherwise included under other items, the following:

- Direct and indirect labor costs for the performance of the contractual service.
- Costs for machineries and associated personnel for the performance of the contractual service.

- Depreciation of machineries.
- Costs for the financial services or bank interests.
- Costs for permanent materials and consumables.
- Transport costs to/from the place of performance of the service.
- Installation and authorization of services.
- Maintenance costs.
- General expenses and industrial profit.
- Taxes, duties and any other amounts due according to the applicable law.
- Expenses incurred by the Contractor for programming, inspections and tests, control of materials, control of execution, checks, acceptances and other analysis.
- Full completion of all the item included in the Technical Specifications and other applicable contractual documents.
- Construction, demolition and removal of the facilities required for the works, including their surveillance or storage, and of those carried out in compliance with the Regulation on Occupational Health and Safety.
- Expenses for economic guarantees, insurances and other guarantees, as applicable.

7.1.4 The prices shall be broken down in price of the services, price of materials, and relevant taxes according to the applicable legislation.

7.1.5 The Contractor shall bear any additional freight and delivery cost and other expenses due to a failure to comply with the delivery and shipping terms set out in the Contract.

7.1.6 ENEL shall not bear any cost for materials, equipment or works not included in the Contract if their execution has not been previously offered by the Contractor, in writing and expressly specifying the relevant price, and accepted, in writing, by a duly authorized ENEL's representative.

7.1.7 The Contractor shall accept any extension, modification and reduction of the Scope of Contract, at the agreed prices, provided that on aggregate they do not represent an increase or decrease of more than 25 % of the Contract amount. Where appropriate, the new delivery date shall be set out by mutual agreement of the Parties, upon reasonable proposal by the Contractor subject to ENEL's approval.

7.1.8 If the extension, modification or reduction proposed by ENEL, due to a justified reason, represents an overall increase or decrease exceeding 25 % of the Contract amount, the Contractor may accept or reject them, but in the latter case ENEL shall be entitled to terminate the Contract.

7.1.9 Where an additional work, originally not included in the price list of the Contract, has to be performed, the relevant price shall be agreed by ENEL and the Contractor, upon reasonable proposal by the Contractor, on the basis of the breakdown of costs of other similar units for which a unit price has already been agreed.

7.1.10 The negotiation of the price of the work units shall not affect the performance of such unit, and the Contractor shall perform it immediately upon ENEL's request.

7.1.11 If no negotiated price may be fixed or where deemed necessary by ENEL, the price shall be fixed on time and material basis; for this purpose, the Contractor shall include in its bid the corresponding rates, as well as the items specified in paragraph 7.1.1.

7.1.12 Additional works on time and material basis may only be performed upon prior written work order by ENEL.

7.1.13 The personnel costs shall include the specific tools relevant to their specialty, as well as the equipment required for their protection, safety and for the proper performance of the works.

7.1.14 No additional costs for transport, food and lodging of the Contractor's personnel shall be admitted.

Modification of prices.

7.1.15 Prices are fixed and firm. Any modification of the price may only be made if provided for by the Contract or required by the Law.

Invoicing.

7.1.16 Before issuing an invoice, the Contractor shall obtain ENEL's approval for the submission of the invoice within the deadlines and in accordance with the terms set out in the Contract, as well as in compliance with ENEL's procedures.

7.1.17 Within the same invoice, the following categories shall be separated:

- a) Any work contracted on time and material basis as a supplemental work to those agreed under the Contract.
- b) Increases already invoiced by applying the readjustment formula set out in the Contract. In this case, the supporting documents for the



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values of the rates applied and the detail of the relevant readjustment formula shall be provided.

7.1.18 Invoices shall be valid and accepted by ENEL if they include all the information specified in the Contract and in the applicable regulations and provided that the contractual activities have been properly performed. Any invoice not specifying the relevant Contract number shall not be accepted nor taken into account for the determination of the date of receipt.

7.1.19 With reference to clause 4.3, in the event that the Scope of Contract is performed by an Affiliate or an associated company or a Subsidiary or a permanent establishment of the Contractor in the country where the ENEL Group companies are established, invoices shall be issued by such Affiliate, associated company or Subsidiary or permanent establishment.

7.1.20 Unless otherwise set out in the Contract, invoices shall be issued in the currency specified in the Contract.

7.1.21 If the Contract allows for invoices in multiple currencies, each invoice shall be issued in just one currency.

7.1.22 If the Contract allows for invoices in a currency different from the Contract currency, to convert the amount of the invoice from the Contract currency to the different currency the exchange rate applicable as at the date of confirmation of receipt of the goods and/or service shall apply. All invoices shall be submitted to ENEL through ENEL's systems, that ensure data integrity as well as the unambiguous attribution of the document to the issuer.

7.1.23 In the event that ENEL Global Procurement Portal is not available or the Law does not allow electronic invoicing, invoices shall be delivered to ENEL in accordance with the terms agreed upon occurrence of such circumstances.

7.1.24 ENEL reserves the right to reject any invoices which do not comply with the provisions of this section and with the applicable law. In the case of rejection, ENEL shall specify the reasons thereof. The original date of receipt of a rejected invoice shall not be considered valid for payment purposes.

Payment conditions.

7.1.25 All payments made before the execution of the final settlement certificate, in accordance with the provisions of the Contract, shall be construed as advance payments on the final price. If no performance guarantee has been provided, the Contractor, simultaneously with each payment, shall deliver to ENEL an economic guarantee, complying with the requirements of these General Conditions, guaranteeing such payments.

7.1.26 Invoices shall be paid, subject to ENEL's approval of the fulfillment of the contractual conditions, within the applicable term set out in the Contract, or if no term is specified in the Contract, on the first mass payment day after the date set out in the Contract.

7.1.27 Except as otherwise set out in the Contract, the payments agreed in a foreign currency shall be made in Colombian pesos (COP) according to the Market Representative Rate (MRR) applicable as at the date of confirmation of receipt of the goods and/or service. In the case of consignment materials, they shall be paid at the MRR applicable as at the date of consumption of the goods, except as otherwise agreed in the Contract.

7.1.28 All payments shall be made by ENEL by bank transfer, in the manner and within the time limits set out in the Contract.

7.1.29 To this purpose, the Contractor undertakes to notify its full bank details to ENEL. The Contractor shall promptly inform ENEL of any change to its fiscal or general details (such as: VAT Number/Tax ID, address, business name, etc.) and any change to its ownership/corporate structure. Failure to communicate the above information may result in the suspension of payments of the invoices containing outdated data.

7.1.30 Exceptionally, ENEL may accept other legitimate and valid means of payment, in accordance with the Law.

7.1.31 The payment of the invoiced price shall not imply that ENEL has acknowledged that the Contract has been properly performed by the Contractor or that ENEL has waived its rights and claims against the Contractor, expressly reserving the right to enforce them, without prejudice to any payment made.

7.1.32 ENEL may, in compliance with the Law and with the terms and conditions set out in the Contract, withhold, set off and/or suspend payments due to the Contractor, even if they are due and payable.

Payments Deferment.

7.1.33 Without prejudice to the provisions of clause 7.4, "PAYMENT CONDITIONS", ENEL reserves the right to propose a deferment of the payment terms to the Contractor. The Contractor shall have the right to accept or refuse the abovementioned deferment proposal.

7.1.34 If the Parties agree to defer the payment terms:

- Unless otherwise provided for by the General Conditions, the new payment terms and conditions agreed between the Parties and specified in the Contract shall apply;
- ENEL shall pay to the Contractor a deferral charge, calculated on the basis of the reference market interest rate (e.g. US Libor, Euribor) recorded on the day of issue of the relevant invoice, plus a spread for the period between the original due date set out in the General Conditions and the agreed deferred due date.

7.1.35 Deferral charges, determined as above, shall be paid by ENEL together with the amount of the relevant deferred invoice. It is understood that in the event of a delayed payment in respect of the agreed deferred due date, ENEL shall pay the default interests set out in the General



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8 TAXES.

While paying the Contractor for the goods, works, services received, ENEL shall apply a withholding in accordance with tax and social security contributions legislation (with fiscal effect) applicable in the Contractor's country of residence and/or pursuant to any other law applicable to the Contract.

The Parties mutually undertake to fulfill all the obligations, deal with all the formalities and provide all the documents required for the correct settlement of taxes, including withholdings and other obligations applicable to the Contractor, in compliance with the procedures set out by the Law. Likewise, the Parties undertake to cooperate in order to obtain any exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause imputable to the Contractor, ENEL loses its entitlement to a tax benefit, ENEL may deduct the amount of such tax benefit from the amount due to the Contractor.

Should any treaty between the Contractor's country of residence and the country of residence of the ENEL Group companies be in force for the avoidance of double taxation, and the Contractor claims the application of the provisions of such treaty, the Contractor shall provide its certificate of tax residence (or any other declaration, statement or certificate required for the application of the treaty against double taxation) to ENEL, in order to assess the nature of the income according to the treaty against double taxation. The Contractor shall consider the current interpretation of the country where the ENEL Group companies are located. This certificate is originally valid for one year, unless the laws of the country where the ENEL Group companies are located establish a shorter period. In any case, upon expiry of each certificate, the Contractor shall provide another valid certificate.

If ENEL applies any deduction to the payments due to the Contractor, and upon the Contractor's request, ENEL shall issue a document certifying the deductions applied, as well as the amounts paid and the amounts withheld.

If materials or equipment are sent from abroad, taxes shall be paid as follows:

- a) The Contractor shall pay all taxes and charges applicable to the goods in the country of origin, as well as those applicable in the countries through which said goods have transited until final delivery, in this latter case acting as ENEL's agent, plus all the taxes charged in the country of destination which are payable as a consequence of the economic benefits resulting from their sale.
- b) The Contractor shall act as ENEL's agent as regards import duties and taxes, or their equivalent in the country of destination, as well as other official customs charges on the imported materials and/or equipment, unless otherwise agreed with ENEL.

8.6 Taxes on national materials or equipment shall be paid either by ENEL or by the Contractor, according to the provisions of the applicable Law.

9 PERFORMANCE.

Introduction.

9.1.1 ENEL reserves the right to verify and monitor the Contractor's proper performance of all obligations under the Contract and of all the instructions given by ENEL, as well as the Contractor's proper and correct performance of all the activities required for the proper execution of the Contract in accordance with the terms and conditions set forth by the Contract.

9.1.2 ENEL undertakes to provide, upon the Contractor's request, all necessary information for the performance of the contractual activities. If ENEL provides inadequate or incomplete data, the Contractor undertakes to point out any missing information to be integrated by ENEL.

9.1.3 Where required by the Contract, the Contractor shall appoint and maintain throughout the accomplishment of the contractual activities one or more representatives fully empowered to discuss technical and economic matters, with particular reference to occupational health and safety, work-related social obligations and respect for the environment.

9.1.4 ENEL reserves the right, during the performance of the Contract, to refuse such representative(s) with just cause. In such a case, the Contractor shall replace the representatives within ten (10) working days, except as otherwise provided for by the Contract.

9.1.5 Without prejudice to ENEL's right to terminate the Contract, if as a result of the tests and inspections carried out, ENEL assesses, by any means and at its own discretion, that the Contractor failed to perform to any extent the subject of the Contract (including errors or inaccuracies), the Contractor shall remedy at its own expenses such breach, without affecting the dates established in the Contract in any way whatsoever.

Inspections, tests and /or verification (checks)

9.1.6 The Contractor shall, at any time throughout the Duration of the Contract and subject to reasonable advance notice, grant access to ENEL's personnel and/or the personnel of other Third Parties appointed by ENEL for this purpose (excluded the Contractor's competitors) to its premises and warehouses, and shall ensure that its Subcontractors and Subsuppliers do the same, in order to verify the performance of the Scope of Contract, including the manufacturing and test phases, as well as the progress of the activities.

9.1.7 In carrying out the aforesaid inspections/tests, ENEL and/or Third Parties' personnel shall comply with the relevant facility policies and the Contractor shall be authorized to restrict ENEL's access to its intellectual property and/or confidential information, expressly classified as such in the Contract, provided that the Contractor shall always grant ENEL access to all the information required to properly perform the

inspections/checks/controls.

9.1.8 At its own discretion, ENEL shall have the right to carry out any additional inspections/ tests to those provided for in the Contract. If the results of inspections/tests are successful, the relevant costs shall be borne by ENEL; if the results are unsuccessful, the costs of these inspections/tests shall be borne by the Contractor.

9.1.9 As an alternative to the physical access to premises and warehouses, upon ENEL's request, the Contractor and its Subcontractors shall enable and facilitate the performance of remote inspections/tests. The Contractor, or its Subcontractors, shall make available the connection system (e.g., video conference, smart glasses, web cam, etc.) and enable the video streaming of the inspections/tests, as well as the documents review and the interaction among local and remote attendees.

9.1.10 Without prejudice to ENEL's right to inspection, the Contractor shall carry out, on its own, all the inspections/tests required by the Contract and/or by the Law and the technical standards. The Contractor shall notify in writing to ENEL the date of such inspections/tests, at least fifteen (15) working days in advance, to allow ENEL and/or Third Parties to attend them. Regardless of the attendance by ENEL's personnel and/or Third Parties, the Contractor shall notify to ENEL the results of the inspections/tests and record these results in the relevant certificates or protocols.

9.1.11 ENEL shall receive the component type certificates before the start of manufacturing. If the type certificates are not available before the start of manufacturing, the Contractor shall submit to ENEL a detailed schedule of activities aimed to obtain the relevant certificate, provided that in any case, the final document shall be submitted to ENEL no later than the component delivery. ENEL reserves the right to attend any step of the certification process.

The component type certificate shall comply with technical specifications; in the case of any deviation, the type certificate shall be updated accordingly.

9.1.12 The Contractor may not start or stop any manufacturing, construction or assembly stage, nor ship materials, before the inspections and tests have been successfully completed, if preventive inspections and tests are required, or before ENEL provides its express consent in writing, or in case ENEL does not provide any indications to the contrary within ten (10) days after the Contractor has notified the performance of the inspections and tests.

9.1.13 Successful results of of any inspection, test or check, does not automatically imply the Contractor's proper fulfillment of the requirements, nor its approval by ENEL, and does not relieve the Contractor from any liability.

9.1.14 Failure by ENEL to file a claim in relation to the performance of the contractual services, including after completion of the aforementioned inspection and control activities, shall not be construed as a limitation of the Contractor's liability in the case of breach of the contractual obligations, including if such breach is assessed at a later stage.

9.1.15 If the results of the inspections, tests or checks carried out show any breach of the provisions of the Contract, ENEL may request the replacement or restoration of the defective equipment or works, at the Contractor's expenses and no cost arising therefrom shall be borne by ENEL. If ENEL requires the replacement of materials, these shall be properly identified and the Contractor may not use them for the performance of the contractual activities.

9.1.16 The duration and the conditions under which the inspections, tests and trials shall be carried out may not be invoked by the Contractor as a reason or justification for deferring the delivery date set forth in the Contract, except if the delay in their performance is solely due to ENEL and such delay is not covered by the provisions of the Contract.

9.1.17 Quality Control

9.2.12.1 Quality control includes all the actions, activities and procedures required to provide a reasonable confidence that the contractual material, equipment, work or service shall properly comply with the terms required by ENEL and, where applicable, with the relevant technical standards.

9.2.12.2 The Contractor shall be solely responsible for quality assurance and control, regardless of the controls and inspections directly or indirectly performed or required by ENEL. These tests shall not relieve the Contractor from its full liability.

9.2.12.3 Before starting the manufacturing process, or the performance of the work or service contracted, the Contractor shall submit for ENEL's approval all the documents specified in the applicable Quality requirements annex, such as a Quality Plan (developed in accordance with the requirements of the relevant annex) including the Inspection Point Program, as well as the list of the applicable operations and procedures.

9.2.12.4 After submission of the Quality Plan, ENEL may raise objections in relation thereto and the Contractor shall duly modify it, implementing the required amendments in accordance with ENEL's objections and within the terms set out in the Quality Requirements Annex for contracts.

9.2.12.5 During the performance of the Contract, the Contractor shall strictly comply with the Quality Requirements Annex for Contracts and the Quality Plan approved by ENEL, which reserves the right to carry out the required audits to verify their fulfillment.

9.2.12.6 All the reports resulting from the controls carried out, the inspection protocols, non-destructive testing, work progress, qualifications and any other report required by ENEL, shall be delivered within the agreed terms or before the commencement of the activities, in the case of protocols and/or procedures subject to ENEL's review and approval.

9.2.12.7 Upon completion of the Contract or upon the Manager's request, the Contractor shall deliver a Final Report or Dossier in accordance with the terms of the Quality Requirements Annex for contracts.

9.2.12.8 The fulfillment of these quality control standards shall not relieve the Contractor, under any circumstances, from its liability in the case of improper performance of the Contract.

9.2.12.9 Technical Specifications shall include the Service Quality indicators set out in the Quality Requirements Annex for contracts that the Contractor shall comply with. Failure by the Contractor to meet such indicators shall entitle ENEL to apply the penalties set out in the Contract, which shall be in line with the provisions of clause "Penalties" of this document.

Delivery and Acceptance..

9.1.18 Introduction.

9.1.18.1 Deliveries, including partial deliveries, shall be made in accordance with the dates or deadlines set out in the Contract.

9.1.18.2 If the Contract does not specify a completion date and only the Period of Performance or delivery are set out, such period shall be effective from the signature of the Contract or the issue date of the Letter of Intention or Order to Proceed or the signature of the Certificate of commencement.

9.1.18.3 The completion dates, the Period of Performance or delivery may not be delayed or extended, except for reasons attributable to ENEL or due to force majeure.

9.1.18.4 The advance of the Completion Term or a reduction of the Period of Performance or delivery shall only be allowed with ENEL's express consent. ENEL's consent shall not imply the payment in advance, in full or in part, of the Price.

9.1.18.5 Without prejudice to clause 9.1.18.1, the Contractor shall timely communicate to ENEL the actual, partial or full, delivery date of the Scope of Contract and request the Provisional Acceptance. Alternatively, the Contractor shall notify any situation which caused, or may cause, a delay in the delivery dates or terms set out in the Contract. If a delay is expected, the Contractor shall specify the new expected delivery date, which shall be subsequently confirmed by specific notice to ENEL.

9.1.18.6 Upon the Contractor's request, ENEL shall inform the Contractor of the Provisional Acceptance Date, which shall take place within thirty (30) calendar days from the request. On the Provisional Acceptance Date, ENEL shall meet the Contractor's Representative in order to verify the compliance of the delivery with the contractual requirements ("Provisional Acceptance Meeting").

9.1.18.7 The Contractor undertakes to implement, at its own expenses, any reasonable means to recover, to the extent possible, any delay on the agreed dates or deadlines, including if the delay is justified, to the extent that such delay is not attributable to ENEL.

9.1.18.8 Under no circumstances, including in the case of pending dispute resolution, the Contractor may suspend or willingly delay the delivery of the services under the Scope of Contract. In the case of breach of such obligation, ENEL reserves the right to terminate the Contract, without prejudice to its full right to compensation for any damages suffered.

9.1.19 Materials and/or equipment.

9.1.19.1 Unless otherwise set out in the following clauses, the delivery of materials and equipment shall be made in accordance with the Incoterms. The delivery of materials and equipment shall be made at the location specified in the Contract and in accordance with the Incoterms established by the Contract.

9.1.19.2 The Contractor shall handle the customs procedure or, if agreed under the Contract, provide ENEL with the documentation required for the customs clearance of the materials and equipment in accordance with the Contract.

9.1.19.3 Transport to destination and unloading shall take place under the Contractor's full responsibility and in compliance with the clause "INSURANCE". If required by the type of material, the Contractor shall obtain from the competent authorities any transit permits, licenses, authorizations or police protection in order to transport the materials and the Contractor shall bear all costs related to any work this may entail, such as: transit deviations, bridge buttresses, signs, etc.

9.1.19.4 ENEL reserves the right to postpone any shipment or dispatch of materials or equipment, without prejudice to the fact that the delivery date shall be considered as fulfilled, and the Contractor shall bear all the storage and insurance costs arising therefrom for the month after the agreed delivery date. If the deferment of the shipment is extended for a longer period, the Parties shall mutually agree the compensation due to the Contractor for the additional storage and insurance costs incurred.

9.1.19.5 All delivered materials and equipment shall be properly identified and accompanied by suitable information and labels in order to facilitate their acceptance at destination, as well as accompanied by a delivery note specifying the information set out in the Contract.

9.1.19.6 The receipt document shall specify the successful results of the inspections and tests or, alternatively, the corrective measures adopted to remedy any defects identified.

9.1.19.7 The Contractor shall insure the transport of goods with an insurance company of recognized solvency.

9.1.19.8 The signature of receipt documents, transport documents or shipping receipts shall not affect the acceptance of the amounts or quality specified for the materials received.

9.1.19.9 With each delivery, the Contractor shall send all the final technical documentation and the test protocols set forth in the applicable Technical Specifications, in the Contract, in the Quality Plan and, where applicable, in the relevant technical standards.

9.1.19.10 The Contractor, in addition to the aforesaid documents, shall certify, if required by ENEL, that the design, the raw materials and the make and type of the components are the same as those used in the approval stage.

9.1.19.11 To perform the delivery, the Contractor shall send to ENEL, to the attention of the contact person or of the acceptance manager specified in the Contract, well beforehand, the Dispatch Note, indicating at least the following information therein:

- Contract reference number.
- Number of "packages" shipped, specifying their content. If they are the last of the packages contracted, this shall be clearly specified.
- Information on the means of transport and/or transport company used, including the personal details and the phone number of the contact person.
- Proposed date and place of making the equipment or materials available to ENEL.

Furthermore, the Contractor undertakes to promptly inform ENEL of any situation which may modify the agreed delivery terms

9.1.19.12 In the case of materials or equipment subject to quality control, and unless otherwise agreed, the Contractor shall not dispatch them until ENEL issues the mandatory Shipping Authorization after the Acceptance by Protocol or the Preliminary Acceptance. These requirements shall not apply to those supplies subject to an Agreed Quality scheme. If the Contractor dispatches the materials or equipment before receiving the relevant Shipping Authorization, all the expenses arising therefrom shall be borne by the Contractor.

9.1.19.13 Except as otherwise agreed in the Contract, the delivery of materials and equipment shall be made DDP (Incoterms, CCI 2020) at the destination point set out in the Contract. As regards delivery, property, insurance, etc., the terms shall be construed in accordance with the Incoterms, except as otherwise set out in the Contract.

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

9.1.20 Works and/or services

9.1.20.1 During the Provisional Acceptance Meeting, ENEL shall start drafting a Provisional Acceptance Document, reporting the information on the delivery and any intention to carry out specific tests to assess the good conditions of the delivery.

9.1.20.2 The absence of the Contractor's representative shall be considered equivalent to the full acceptance of the contents of the Provisional Acceptance Document.

9.1.20.3 The tests may be carried out on the same date of the Provisional Acceptance Meeting or thereafter; in this last case a new Provisional Acceptance Meeting shall be called by ENEL. After completion, the outcomes of such tests shall be included in the Provisional Acceptance Document.

9.1.20.4 Provisional Acceptance is intended to be completed when the outcomes of the tests are satisfactory to ENEL.

9.1.20.5 If the outcomes of the tests are not satisfactory, ENEL may point out in the Provisional Acceptance Document the defects identified and establish a mandatory term for the Contractor to remedy such defects. Once this period has expired, additional checks shall be carried out, and their results shall be reported in the Provisional Acceptance Document. In the case of satisfactory outcomes, the Provisional Acceptance is intended to be completed, otherwise ENEL has the right to terminate the Contract in accordance with clause 0

9.1.20.6 The term granted to the Contractor to remedy the faults detected shall not be construed as an extension of the contractual terms and, therefore, the Contractor shall be liable to pay the penalties and/or compensations arising from any damage or loss.

9.1.20.7 The Contractor shall inform ENEL well in advance of the completion date of the works, in order to determine the day and time for the formalization of the completion of works. ENEL shall reply as soon as possible, and in any case within thirty (30) days from the receipt of such notification. On the date mutually agreed by the Parties for the formalization of the completion of works, the conditions of the works or services shall be examined in the Provisional Acceptance Document, in the presence of the Contractor's representative to assess their compliance with the contractual requirements.

9.1.20.8 If the Contractor disagrees on certain technical or financial aspects, these shall be specified in the Provisional Acceptance Document drawn up by ENEL, detailing the reasons for this disagreement. Any disagreements shall be settled according to the terms of the Contract.

9.1.20.9 After the expiry of the Warranty Period, the Contractor shall inform ENEL of such expiry and request the Final Acceptance. After this request, ENEL shall notify to the Contractor the Final Acceptance Date. Final Acceptance shall be made within the term set out in the Contract.

9.1.20.10 During the Final Acceptance Meeting, ENEL shall draft a Final Acceptance Document certifying the full compliance of the delivery with the Contractor's requirements, after the relevant check during commercial operations. The absence of the Contractor's representative shall be considered equivalent to the acceptance of the contents of the Final Acceptance Document.

9.1.20.11 If the Contractor disagrees on certain technical or financial aspects pointed out by ENEL during the Final Acceptance Meeting, they shall be reported in the Final Acceptance Document, specifying the reasons for this disagreement. Any disagreements shall be settled in accordance with clause 31. If the Contractor intends to express its disagreement on some technical or economic issues, these shall be reported in the document drafted by ENEL, including the reasons for such disagreement.

Changes of the contractual terms.

The activities under the Contract shall be carried out in accordance with the terms set out by the Contract. Any change to the contractual terms shall be agreed in writing by ENEL and the Contractor.

Transfer of ownership and risk.**9.1.21 Materials and/or equipment.**

9.1.21.1 The Contractor shall be liable for any hidden defect or fault, including during the Warranty Period and until the term set out by the applicable Law, in addition to any other liabilities, either legal or of other nature, which may arise therefrom.

9.1.21.2 Unless otherwise agreed in the Contract the materials, properly packed in accordance with the Contract, shall be deemed to all intents and purposes to be the property of ENEL upon receipt by ENEL at the location and under the agreed conditions and/or at ENEL's warehouses, offices and/or plants. The Parties agree that, except in the cases referred to above, the unloading shall be carried out under the Contractor's responsibility and at its expense.

9.1.21.3 Notwithstanding the foregoing, the Contractor authorizes ENEL to take possession of the materials and equipment, in full or in part, as soon as they become part of a work or are placed in an installation owned by ENEL, and to use them in ENEL'S works, installations or other works and to incorporate them into ENEL's works or installations, except if such authorization is limited to ENEL for justified reasons. Where such authorization is given, ENEL may use or include the materials and equipment in its development processes and may make use of the results of these processes. In any case the Contractor, until the transfer of the risks to ENEL, shall maintain an insurance in place with adequate coverage for the materials and equipment, even if they are already in the possession of and used by ENEL.

9.1.22 Works and/or services

9.1.22.1 The outcome of the contractual works shall be the property of ENEL upon execution of the Provisional Acceptance Document.

9.1.22.2 Notwithstanding the rights of the State or third parties, ENEL reserves the possession and ownership of all discoveries made during excavations and demolitions carried out on its own land, as well as of all usable mineral substances. In such a case, the Contractor shall take all necessary measures or those specified by ENEL. ENEL shall pay the Contractor for any additional activities and/or special costs arising from these works, granting an extension of the period of performance, if required.

9.1.22.3 Notwithstanding the provisions of the clauses above, ENEL reserves the right, at any time, to require the Contractor, which shall be bound to comply with such request, unless there is a justified reason to the contrary, to transfer the ownership of the works, installations, materials and equipment existing on the worksite.

9.1.22.4 In this case, the Contractor may continue to carry out its activities and shall maintain its liability for installation risks until the Final Acceptance Document is completed.

9.1.22.5 In any case, until the transfer of ownership to ENEL is formalized, the Contractor shall maintain an insurance with adequate coverage, even if the materials, as well as any other results of the contractual works, are already in the possession of and used by ENEL.

9.1.22.6 The Contractor shall be liable for any hidden defect or fault, including during the Warranty Period and until the term set out by the applicable Law, in addition to any other liabilities, either legal or of other nature, which may arise therefrom.

Bonus

9.1.23 ENEL reserves the right to request, at any time, the Contractor to anticipate the delivery of whole or part of the Scope of Contract, by sending a specific written request. In exchange of such anticipation ENEL may be ready to recognize to the Contractor an economic bonus ("Bonus"). The Contractor will communicate in writing its eventual acceptance of the new deadline requested by ENEL.

9.1.24 It is understood that ENEL's request to anticipate the delivery shall not imply an automatic recognition of the Bonus, even though specifically accepted by the Contractor. The recognition of the Bonus, to the extent indicated in the Contract, remains subject to Contractor's achievement of the new delivery date/Completion Term and to the full compliance with all its legal and contractual obligations, among the others as far as labour, health and safety are concerned. In no case the Bonus shall be recognized to the Contractor if ENEL has applied penalties in accordance with the Contract.

Records and Audits.

9.1.25 The Contractor shall keep the books and accounts relating to the Scope of Contract in accordance with the generally accepted accounting principles applied consistently. Furthermore, the Contractor shall keep an internal auditing control system suitable for its operations. During normal working hours and with a forty-eight (48) hours' notice, the Contractor shall grant ENEL access to the records, books, instructions, drawings, receipts, subcontracts, purchase orders, vouchers and any other information connected with the Scope of Contract.



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9.1.26 The Contractor shall make available to ENEL for inspection, audit or reproduction purposes, the outcome of the work in progress as soon as reasonably possible after receiving a written request.

9.1.27 The Contractor shall keep the records, including the books and accounts, related to the Scope of Contract for five (5) years after the Final Acceptance, to make them available if ENEL requires them for its purposes.

9.1.28 Until the Final Acceptance or the early termination of the Contract, the Contractor shall provide all the documents, reports and information in relation to this Contract reasonably requested by ENEL from time to time, provided that such additional information shall not imply substantial additional costs for the Contractor.

10 SUBCONTRACTING.

Subcontracting is only allowed upon ENEL's explicit authorization and in compliance with the Law. The Contract shall specify the activities that may be subject to subcontracting, if authorized by ENEL. However, the Contractor may subcontract only up to the percentage of the total amount of the Contract specified therein. If no percentage is specified, the Contractor may subcontract up to 49 % of the total amount of the Contract.

Self-employed workers shall be considered as Subcontractors.

The Contractor shall duly provide ENEL with a list of the potential Subcontractors, as well as a schedule for their activation; the list and the relevant schedule may be updated from time to time. The Contractor may not execute Subcontracts with persons not included in such list or not approved in writing by ENEL. The request for approval shall be submitted to ENEL at least thirty (30) calendar days before the date on which the Subcontractor is expected to start its performance of the Scope of Contract. The request for approval shall include the following details: (i) information on the Subcontractor, (ii) starting/completion date of the Subcontractor's activities and (iii) part of the Scope of Contract subcontracted (type, volume, countries). To receive ENEL's approval, the Contractor shall ensure that each Subcontractor regularly registers with ENEL's Global Procurement Portal.

Taking into account the applicable Law, the subcontract shall comply with the following requirements:

- while bidding for the Contract, the competitors specified, also in the case of variations, the works/part of works or the services or supplies/part of services or supplies to be subcontracted;
- the subcontract shall be submitted to ENEL before the actual start of the activities;
- upon submitting the subcontract to ENEL, the Contractor shall provide a certification proving that the Subcontractors meet all the requirements for the performance of the subcontracted services, as well as the statement on the fulfillment of the general requirements set out by the Law;
- only one level of subcontracting is permitted. Therefore, subcontracted activities may not be executed or performed using any further level of subcontracting, except in the cases allowed by the Law.

The Contractor shall pay the safety costs¹ related to the subcontracted activities², without any reduction. ENEL shall verify the application of these provisions by means of its representatives in charge of the management and supervision of the Contractor.

The Contractor shall comply with the laws and regulations on salaries set out in the applicable "collective labor agreements" of Colombia; if provided for by the local regulations, the Contractor shall be jointly and severally liable towards the Subcontractors for the compliance with these laws and regulations, including, without limitation, all the safety, salary, contributions and insurance obligations provided to the employees involved in the performance of the subcontracted activities.

However, the Contractor is fully and exclusively liable before ENEL for the performance of the Contract. The use of Subcontractors for the performance of the activities shall not exclude or limit the contractual obligations undertaken by the Contractor, which shall be liable before ENEL for the performance of the Contract, as well as for any indemnification due to third parties for damages suffered during its performance.

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

ENEL shall not be liable before any Subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Contractor undertakes before ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Contractor shall be liable before ENEL and shall indemnify ENEL from and against any judicial or extra-judicial action or proceedings initiated against ENEL by any Subcontractor or assignee, or their personnel. Such indemnification shall cover both the amount payable by ENEL and the expenses or costs of any nature incurred by ENEL in connection with such claim. Any failure by the Contractor to comply with the provisions

¹ Costs for the measures implemented to remove or (if not removable) mitigate the health and safety risks entailed by the different working activities interfering with each other.

² If provided for by the national laws.



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of this section shall be considered as a material breach, and shall entitle ENEL to terminate the Contract due to the Contractor's default, without prejudice to any other legal remedy available to ENEL.

In the case of assignment or subcontracting of a Contract, the Contractor undertakes to obtain from the assignee or Subcontractor the prior acceptance of its obligations towards ENEL arising from the contractual, legal, labor, confidentiality, safety terms and conditions, and shall obtain and deliver the documents confirming the fulfillment of the requirements and obligations.

Accordingly, ENEL may inspect and monitor at any time the works or production of the assignee or Subcontractor, and the performance of its obligations. The Subcontractor or assignee shall provide ENEL with all the required cooperation (documents, reports, free access to its plants, workshops or facilities, etc.).

ENEL reserves the right to reject any Subcontractor or assignee deemed unsuitable during the progress of works.

11 ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF RIGHTS AND CREDITS.

The Contractor shall perform the contractual activities with its own means and resources. The assignment of the Contract to a third party is only allowed upon ENEL's explicit authorization and in compliance with the Law.

Unless otherwise set out by the Law or the Contract, the Contractor shall not assign or transfer, in full or in part, the rights or credits arising from the Contract to third parties, nor the Contractor may carry out other activities entailing any full or partial change of such rights, for any reason whatsoever.

The Contractor undertakes to properly notify to ENEL the commencement of any procedure for its dissolution, transformation, merger, demerger, capital increase or reduction, or any other extraordinary operations, including the sale and/or purchase of majority interests and/or business units, as well as any material changes in its administrative bodies. Notwithstanding the fulfillment of the confidentiality obligations by the Contractor, the notification specified above shall be made with a reasonable advance or, in any case, within five (5) working days from the occurrence of the events referred to above. Furthermore, the Contractor shall inform ENEL of any change in its shareholder structure, or if the Contractor is controlled by another entity or joins a business group, as well as of any substantial change adversely affecting its financial situation. These situations shall be notified to the Contract Manager within three (3) working days from the approval by the Contractor's Board of Directors or other competent body.

ENEL may, with the sole requirement of notifying the Contractor, assign the Contract and/or its collection rights and payment obligations arising therefrom to a third party.

The Contractor may endorse the invoices in accordance with the applicable legal provisions.

12 THE CONTRACTOR'S OBLIGATIONS.

The Contractor shall perform the Scope of Contract in accordance with the Contract, Prudent Industry Practices and the Law. The Contractor shall carry out strict quality controls and only appoint qualified personnel to perform the Scope of Contract.

The Contractor shall cooperate with ENEL and use all commercially reasonable efforts to schedule, coordinate and perform the Scope of Contract so as not to delay or adversely affect its timely performance and completion. The Contractor shall cooperate with such third parties to the same extent as the Contractor has to cooperate with ENEL under the Contract.

The Contractor shall be fully liable for all the requirements for the performance of the Contract and, in any case, for all the matters falling within its responsibility in accordance with the Contract, and in particular, for the following:

- carrying out the inspections, tests and checks required by the Contract and/or the regulations applicable to the Contract, as well as for all costs arising therefrom;
- managing and obtaining the required visas, authorizations and licenses for the performance of the Contract, except for those that are under the responsibility of ENEL by provision of law;
- organizing its personnel, employed in the performance of the contractual activities, provided that at all times the Contractor's responsibility shall be clearly identified and separated from that of ENEL;
- appointing a person in the Contractor's own organization to act as a contact person to ENEL during the performance of the Contract;
- the labor required to perform the Contract with all its associated costs.

In the case of foreign Contractors, and before the start of the works, the Contractor shall ensure that "key personnel" (such as the foreman, supervisor or site manager) is able to understand and communicate in the official national language or in the language specified in the Contract (both orally and in writing).

13 THE CONTRACTOR'S RESPONSIBILITIES

The Contractor, under its sole responsibility, shall comply with all the Laws and regulations required by the competent authorities in relation to the Contract.

The Contractor shall be liable for the proper fulfillment of its legal and tax obligations, as well as for its contractual responsibilities towards its contractors and Subcontractors.

If the Contractor is formed by two or more entities, each of them shall be jointly and severally bound to fulfill all the requirements of the Contract and the conditions for the performance of the Contract, in accordance with the Law.

The Contractor shall prevent any situation that may give rise to conflicts of interest and therefore the Contractor shall take all necessary measures for their prevention and identification, and shall immediately inform ENEL of any conduct that may give rise to a conflict of interest.

The Contractor agrees to indemnify and hold ENEL harmless from any liability and damage arising from any claim or legal proceedings of any kind which are directly related to the Contract, either judicial and extra-judicial, due to acts or omissions by the Contractor or its employees, representatives or Subcontractors.

The aforementioned indemnification includes any amount that ENEL should have to pay, either for expenses or costs of any kind arising from claims or judicial acts, in any case, without prejudice to its right of defense. Failure by the Contractor to comply with this clause shall be regarded as a material breach and shall entitle ENEL to terminate the Contract due to the Contractor's default.

Furthermore, the Contractor shall be liable for the Management of Security Risks inherent to the performance of the Contract and/or service. The fulfillment of this liability shall take into account the following guidelines:

- The Contractor shall guarantee during the provision of its services, the implementation of a Security Plan, which ensures compliance with the requirements on Security Risks Management established by ENEL and/or current standards on Risk Management, for example, as at today the Contractor shall comply with the provisions of standards ISO31000, ISO27001, ISO37001, among other standards, which are related to: internal and external fraud risks, counterparty risks, risk for crimes against ENEL's assets, property and infrastructure, personnel risks, security risks regarding ENEL's information, environmental risks in the areas of operation, among other risks.
- The Security Plan shall be submitted for approval during the execution of the Contract or upon commencement of the service, and once approved by ENEL, this shall be uploaded on the platform Gestor.com, or on the system specified by ENEL, and shall be effective from that moment. Failure by the Contractor to comply with the Security Plan (SP) shall constitute grounds for applying surcharges, in accordance with the provisions of paragraph "SPECIAL SURCHARGES" of this document. ENEL may carry out comprehensive audits in order to verify compliance with the Security requirements set out in that document.
- The Security Plan shall be reviewed on an annual basis by the Contractor. If any change affecting its contents should occur, the document shall be amended. In this latter case, this shall be submitted again to ENEL for approval.
- The Contractor shall disseminate and ensure compliance with the Security Plan (SP) by its workers, subcontractors or third parties involved in the activities to be carried out for ENEL.
- In compliance with the Security Plan, the Contractor undertakes to report, through the channels defined by ENEL, all security incidents and risks that may arise in the performance of the activities and involving its workers, subcontractors or third parties, within two (2) working days after their occurrence, for the events related to the Contractor, and immediately, in the case of events affecting ENEL, which are:
 - Related to corruption, fraud or unethical conduct involving the Contractor's personnel, or the personnel of its subcontractors or third parties;
 - Incidents that constitute crimes against persons, property or goods owned by ENEL or under the custody of the Contractor or of its subcontractors;
 - Incidents that constitute crimes directly affecting ENEL;
 - Incidents affecting ENEL's reputation and image;
 - Incidents against the Security of ENEL's information;
 - Alerts, Emergencies or Critical Events that may affect ENEL

14 THE CONTRACTOR'S WARRANTIES

The Contractor shall warrant:

- a) the suitability, exclusive ownership and/or legitimate availability of the materials and/or equipment, and that they are free and clear from any liens and encumbrances;
- b) that all materials and equipment:
 - comply with the Laws, specifications, regulations and contractual provisions;
 - are free from visible or hidden defects;
 - are suitable for their intended use;
 - meet the required quality level;



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- are not used;
- c) that the works fulfill all the contractual requirements and are suitable for their intended use.

The Warranty Period of the materials and equipment, as well as of the works/services and all the rest of the warranties, shall cover the period specified in the Contract, or if no period is specified, for one (1) year from the date of the Provisional Acceptance Document. In the case of failure to sign the Document, the year shall be considered from ENEL's approval for the delivery of the material, or from the notice of completion of the work or service and delivery to ENEL of the documentation by the Contractor, so that the administrative authorization for the commissioning of the work, where applicable, may be processed.

If during the performance of the Contract, a claim is made in the Warranty Period of the materials or equipment, the Contractor shall replace them within the terms specified in the Contract, in the technical specifications or in accordance with the Law.

If the Warranty Period expires before six (6) months from the commissioning of ENEL's main plant where the subject of the Contract should be used or of which it forms integral part, the Warranty Period shall be automatically extended until the expiry of said six (6) months, unless the materials or equipment supplied by the Contractor were repaired or replaced, in which case they shall be covered by a warranty for a period equal to the original Warranty Period. Under no circumstances this shall imply higher costs for ENEL.

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

The warranty shall not cover defects or failures that are caused by the improper use by ENEL, except in cases where such improper use is due to (i) errors or misleading information in the manuals or instructions provided by the Contractor, (ii) the normal wear and tear, including due to environment or operation or use, or (iii) modification of the equipment not in accordance with the Contract or the Contractor's instructions or recommendations.

The warranty shall cover design and construction defects, as well as hidden defects and other defects specified in the Contract. Pursuant to this warranty, the Contractor shall carry out, as soon as possible and at its expense, any repair or replacement required, including the removal and transport of the defective components. In particular, the Contractor undertakes to:

- a. replace, as soon as possible or according to the schedule of the Contract, the materials and equipment that do not comply with the provisions or the requirements, as well as those unsuitable or of a poor quality. These materials and equipment shall be stored at ENEL's premises until they are replaced, without prejudice to ENEL's right to use the materials refused until their collection;
- b. fix, repair or replace all equipment showing design, material manufacturing or operating defects;
- c. replace all supplied materials and equipment in the event of any serial defects, thereby justifying the solution adopted to prevent the reoccurrence of such defects in the remaining materials or equipment to be supplied. A serial defect is considered to exist when the percentage of defective materials and equipment covered by the Contract exceeds the percentage established in the Contract, or if no percentage is specified, when the percentage exceeds 10% of the total materials and equipment;
- d. return the equipment/sites made available by ENEL in the same conditions as they were received.
- e. indemnify ENEL for any claim from third parties.

The obligations set forth above, as well as all the expenses arising from different reasons from the execution of the warranty, shall be entirely borne by the Contractor, and ENEL shall not be liable for any charge or cost.

The decisions on the correction and the repair or repetition of the performance, construction or installation of any defective materials shall always be taken by ENEL, who shall notify such decisions to the Contractor. ENEL may order, on justified grounds, any temporary adjustment, correction, repair or replacement and the relevant costs shall be borne by the Contractor, until the receipt of new parts, constructions or systems, as required.

In any case, the measures referred to in paragraph above shall be implemented by the Contractor as soon as practicable, so that they affect ENEL as less as possible and in such a way as to avoid any delay in the completion of the works or any stop of the systems or, if it is not possible, to reduce the delay or the time of unavailability, either full or partial, of the systems.

Failure by the Contractor to comply with the obligations set out in this clause, shall entitle ENEL to perform them – subject to prior notification to the Contractor - directly or by means of third parties, at the Contractor's expense. Furthermore, the Contractor shall indemnify ENEL for any damage or loss suffered, as specified in the Contract. In particular, if the Contractor fails to apply the remedial actions within the terms specified above, ENEL shall be entitled to apply the penalties for delay set out in the Contract.

In the afore mentioned cases, the Warranty Period shall be suspended on the date of ENEL's notification to the Contractor and an extension equal to the time required for the repairs, replacements or new installations or works to be performed under the warranty shall be granted.

Spare parts shall also be subject to the abovementioned warranty.



When the warranty period has satisfactorily expired and any anomaly, defect or deficiency found during this period has been remedied, the Final Acceptance Document shall be signed, subject to prior issue of the Provisional Acceptance Document, and the economic guarantees provided by the Contractor shall be released.

The expiry of the Warranty Period or the Final Acceptance of the materials/works under the Contract shall not relieve the Contractor from its liability for visible or hidden defects, or for any other liability provided for by the applicable Law or the Contract.

15 PENALTIES.

Without prejudice to the provisions of paragraph 16.3 "TERMINATION", any failure by the Contractor to meet the delivery dates, either partial or final, set forth in the Contract, or any other breach of the Contractor's obligations under the Contract, may result in the application of a penalty by ENEL, in accordance with the agreed terms and conditions. The application of penalties does not exclude nor limit ENEL's right to compensation for any further damages.

The amount of the penalties shall not exceed 15 % of the total amount of the Contract. If such limit is exceeded, ENEL shall apply the penalty and may terminate the Contract according to the applicable Law. The receipt of the payment for the penalties shall not prejudice ENEL's right to additionally charge to the Contractor any expense and surcharge that ENEL may incur and/or pay to third parties as a direct or indirect result of the delay or the breach of the obligations.

Should ENEL be deprived, during the Warranty Period, of the availability or use of materials or equipment covered by the Contract or of the completed works or assembled installations due to a defect, imperfection or damage not attributable to ENEL, or arising from deficiencies in the performance of the activities carried out to remedy said defects, the Contractor shall be subject to the relevant penalty set out in the Contract, or if no penalty is specified therein, for 0.1 % of the total amount of the Contract for each calendar day of unavailability.

The application of penalties shall not relieve the Contractor from its liabilities under the clauses "THE CONTRACTOR'S WARRANTIES" and "SUSPENSION, WITHDRAWAL AND TERMINATION".

Failure to apply one or more penalties does not imply a waiver by ENEL of the application of similar penalties, or of those that subsequently originate from the same cause.

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

The procedure for the collection of any penalty under the Contract shall be made according to the provisions and within the terms set out in the Contract, by the Law or in this section.

- a) ENEL shall notice in writing to the Contractor the penalty due, specifying the relevant amount. The Contractor shall have fifteen (15) calendar days from the notification date to specify any element in its defense.
- b) After such period, and in the event that ENEL does not accept the arguments of the Contractor, ENEL shall invoice the amount corresponding to the penalty applied. However, ENEL may set off the amount against the payments due to the Contractor, notwithstanding ENEL's right to enforce, in relation to the relevant amount, the guarantees established, or to arrange the collection through any other means allowed by the Contract, the Law or these General Conditions, and without prejudice to any compensation for damage due to ENEL.
- c) Upon enforcement of the economic guarantee, the Contractor shall re-establish it for the same amount provided before such enforcement, according to the provisions of clause 19 below.
- d) If no deduction is applied, ENEL shall retain the remaining amount resulting from the total amount of the guarantee and the amount of the penalty.
- e) If the amount of the original guarantee does not cover the amount of the penalties, ENEL shall compensate the pending payments to the extent required to cover the total amount of the penalties, without prejudice to the re-establishment of the guarantee by the Contractor, as specified above.

16 SUSPENSION, WITHDRAWAL, AND TERMINATION

Suspension.

16.1.1 If, for any reason, ENEL considers necessary or is obliged to temporarily suspend the performance of the Contract, in full or in part, ENEL shall notify the Contractor in writing thereof, stating the relevant reasons and providing an estimate of the duration of the aforesaid suspension.

16.1.2 Pursuant to the provisions of the HSE Terms, any risk situations or unsafe behavior by the Contractor shall result into the suspension of the performance of the Contract until proper health, safety and environmental conditions are restored.

16.1.3 The suspension shall be effective as of the date specified in the relevant notice. From such date, the Contractor shall stop the performance of the activities and properly store and maintain the materials, equipment and works, without prejudice to any other obligation arising from the applicable Law and/or established in the Contract.



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16.1.4 If suspension is due to the Contractor's default, the Contractor shall bear all costs and expenses incurred by ENEL as a result of the suspension.

16.1.5 In all other cases, except for suspension due to Force Majeure events under clause 17, any documented direct costs incurred by the Contractor as a result of a suspension (including storage costs) shall be payable by ENEL upon submission of the Contractor's invoice.

16.1.6 If suspension lasts for more than one hundred eighty (180) calendar days, then Contractor upon thirty (30) calendar days prior written notice to ENEL, may, at its discretion, terminate the Contract. In this case, paragraph 16.3.2 shall apply to the benefit of the Contractor.

16.1.7 ENEL shall notify in advance to the Contractor, by written notice, the resumption of the activities and such notice shall be made within the date specified therein. The remaining term for the completion of the suspended part of works under the Contract shall run from that date. The Contractor shall be entitled to receive the payment, in accordance with the provisions of the Contract, for the works or deliveries already carried out. The payment of the portion of works or deliveries which, upon notification, are at an advanced stage and not included in the Contract, shall be negotiated between the Parties.

Withdrawal.

16.1.8 ENEL may withdraw from the Contract at any time and regardless of the progress of the works, activities or operations. The withdrawal shall be notified in writing, with acknowledgment of receipt, and shall be effective as of the date of ENEL's notification specifying the activities to be completed and the activities to be stopped immediately. The activities duly carried out by the Contractor prior to the withdrawal date shall be payable by ENEL in accordance with the contractual prices. ENEL shall reimburse the Contractor, after reviewing the relevant satisfactory evidence provided by the Contractor in relation to the activities stopped and the activities not carried out. To this purpose, ENEL shall reimburse the lower amount between (i) the amount equal to the expenses incurred by the Contractor in relation to these activities, for any irrevocable order made and (ii) the amount equal to the actual economic loss suffered by the Contractor.

16.1.9 The Contractor may withdraw from the Contract in accordance with the legal and contractual provisions.

Termination.

16.1.10 ENEL may terminate the Contract according to the applicable Law and/or in all the circumstances set out in the Contract and/or in the following cases, if there is a cause that impedes or significantly prevents the proper performance of the contractual works:

- a. death of the Contractor, if the Contractor is a natural person, or a change in the Contractor's capacity that prevents or substantially affects the performance of the Contract.
- b. the dissolution, transformation, reduction of capital or any significant changes in the governing bodies of the Contractor, if such changes adversely affect the performance of the Contract or in the event that such changes in the Contractor violate the clauses "GLOBAL COMPACT" and "CODE OF ETHICS".
- c. the deterioration of the financial capacities/solvency, including bankruptcy proceedings or insolvency, any legal restriction, or any other issue preventing or substantially affecting the proper performance of the Contractor's obligations.
- d. unjustified interruption or suspension of the performance of the Contract by the Contractor.
- e. the total amount of the penalties applied for delay during the performance of the activities reached the maximum amount specified in the Contract or the delay of the Contractor is such as not to fully satisfy the Scope of Contract established by ENEL.
- f. failure by the Contractor to timely obtain the certificates and authorizations required for the proper performance of the Contract in relation to its products or activities, or their loss or revocation throughout the term of the Contract.
- g. failure by the Contractor to remedy any breach of the applicable technical specifications and/or repeated errors or defects or breaches of the instructions provided by ENEL.
- h. incapacity or failure by the Contractor and/or the subcontractors or other third parties appointed by the Contractor, to carry out the contractual activities or to fulfill any of the compliance requirements set forth in the applicable law.
- i. failure to comply with intellectual property, confidentiality and personal data processing obligations, in accordance with the laws applicable to the Contract.
- j. assessment at any time, after the execution of the Contract, of any omission or inaccuracy of any information or statement provided or made by the Contractor in relation to the compliance with the legal, economic, financial, technical or contractual conditions.
- k. incorrect performance of the contractual works for reasons attributable to a subcontractor or to any person appointed by the Contractor and/or any failure to pay the compensation for damages caused to any person.
- l. any other breach by the Contractor that may prevent or materially and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a ground for termination.
- m. refusal by the Contractor to commence the performance of any activities under the Contract.
- n. refusal by the Contractor, upon ENEL's resumption order, to resume the performance of the activities under the Contract that ENEL (for



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any reason) had ordered to suspend.

- o. performance by the Contractor of acts that are detrimental to the image of ENEL.
- p. acts, omissions, behaviors or situations related to the Contractor which may pose a risk to ENEL's reputation and reduce ENEL's confidence in the Contractor's honesty and integrity as well as its reliability with regard to the performance of the activities in compliance with the Contract provisions.
- q. the loss of even one of the requirements established for the homologation (where required), in relation to the conclusion of and compliance with the Contract. In the event that the Contractor does not inform ENEL of the situations described above and without prejudice to ENEL's right to terminate the Contract, ENEL may suspend payments due to the Contractor to comply with the contractual obligations towards third parties arising from the non-performance of the Contract by the Contractor.

16.1.11 In the cases listed above, ENEL may immediately terminate the Contract or may grant to the Contractor a cure period to remedy the contractual breach. If the Contractor does not remedy the breach within the specified cure period, the Contract shall be automatically terminated, without prejudice to ENEL's right to claim compensation for any damage or loss suffered.

16.1.12 In the case of termination of the Contract due to the Contractor's default, ENEL shall be entitled to acquire the materials already manufactured, in full or in part, or delivered by the Contractor, paying the relevant prices, if included in the Contract.

16.1.13 In the event of any breach by the Contractor, ENEL may, without prejudice to its right to apply the penalties or to take legal actions in relation to its right of compensation for damages, implement the following measures:

- a) suspend the payments due to the Contractor.
- b) enforce any economic guarantee provided by the Contractor.

17 FORCE MAJEURE.

Unless otherwise provided by the Law, a force majeure event shall mean any unexpected and irresistible event. The reasonably demonstrated occurrence of any act or event beyond the reasonable control, and not being the result of the fault or negligence, of the affected Party, preventing such Party from performing its obligations under the Contract, in full or part, and which such Party is unable to predict, prevent, avoid or overcome with the exercise of its best reasonable effort ("Force Majeure Event"). The burden of proving a Force Majeure Event shall be on the Party claiming its occurrence.

The Contractor may not invoke force majeure if any of the events listed below should occur:

- a) meteorological conditions or phenomena that an experienced Contractor in facilities may reasonably foresee and whose adverse effects may have been therefore avoided, in full or in part, by the Contractor;
- b) delays or inability to procure materials or human resources that have occurred despite being reasonably foreseeable, or that may have been avoided or remedied in advance;
- c) strikes or labor disputes in relation to the Contractor or its subcontractors, except in the case of a national strike or strikes of the entire sector or industry;
- d) delays or contractual breaches due to the Contractor's subcontractors, unless such delays or contractual breaches are in turn a consequence of a force majeure event;
- e) the conditions of the site where the contractual activities are carried out, which should be known and accepted by the Contractor;
- f) technical, economic or financial difficulties of the Contractor or of its subcontractors.

The Party affected by a force majeure event shall notify in writing to the other Party thereof, as soon as possible, and however within five (5) calendar days from the day when the affected Party becomes aware of the circumstances referred to above. This notice shall:

- 1. identify the events and the circumstances occurred;
- 2. detail the estimated duration of the situation;
- 3. specify the contractual obligations affected and the measures that will be implemented to reduce, if possible, the adverse effects of the events on the performance of the Contract;
- 4. include as an attachment the documents proving that the events preventing the performance of the Contract should be considered as force majeure.

Neither Party shall be liable for the breach of its obligations if the performance is delayed or may not be carried out due to a Force Majeure Event. The other Party shall reply in writing, either accepting or reasonably refusing the cause, within ten (10) calendar days from the receipt of the aforementioned notification. The absence of a response from the notified Party within such term shall be understood as an acceptance of the force majeure invoked.



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In the case of a force majeure event, the performance of the affected activities shall be suspended throughout its duration, and neither Party shall be entitled to claim for compensation. The contractual obligations not affected by force majeure shall be performed in accordance with the contractual terms and conditions in force before the occurrence of the force majeure event. If the Force Majeure Event affects the agreed delivery date, such delivery date shall be extended on a day-by-day basis in accordance with the number of days of delay caused by such Force Majeure Event, except as otherwise agreed between the Parties.

If due to force majeure, the performance of the Contract is substantially affected and suspended for more than one hundred and eighty (180) calendar days, or if its resumption is proven to be impossible, each Party shall be entitled to terminate the Contract, without any compensation applying on the Parties.

18 LABOR LAW OBLIGATIONS

The Contractor shall be the exclusive employer of the workers employed in the performance of the contractual service. Therefore, there shall be no employment relationship between the Contractor and ENEL and between ENEL and the Contractor's personnel.

Accordingly, the Contractor, in its quality as the employer, shall comply with all its labor law obligations.

THE CONTRACTOR'S LABOR LAW OBLIGATIONS

18.1.1 The Contractor undertakes to fulfill all the obligations arising from laws, rules, regulations and treaties due to its role as the employer, as well as to fulfill all the responsibilities imposed by the law towards its employees, including:

- a) Properly pay salaries, overtimes, surcharges for working at night, on Sundays and holidays, social security benefits, paid leaves, indemnifications and any other labor-related item, in accordance with the Law.
- b) Register its workers with the social security system provided by the Law.
- c) Pay all the legal and extralegal benefits agreed between the Contractor and its employees according to the terms set out by the Law.
- d) Register its workers with a Family Compensation Fund and pay all the parafiscal contributions in accordance with the applicable regulations and the type of worker.
- e) Taking into account that the Enel Group applies a zero-tolerance policy against harassment, either workplace or sexual or any other type of harassment, as well as against any kind of discrimination, the Contractor shall comply with the provisions of Law 1010 of 2006 and to any regulations related thereto on workplace and/or sexual harassment, in order to prevent the occurrence of these situations.
- f) In the performance of the Contract, the Contractor authorizes the Enel Group companies to carry out labor inspections, assessment on the performance of the contractual service and to implement any corrective measure in order to ensure the fulfillment of the labor obligations arising on the Contractor in its quality as the employer, which shall under no circumstances entail any coadministration or control by ENEL.
- g) Taking into account the importance assumed for the Enel Group companies established in Colombia by their brand and by any reference to the commercial contract entered into by a third party, ENEL shall NOT grant any authorization for the inclusion of such information in employment or similar agreements, including by reference, for the implications that this information may entail in the labor market and the brand or trade name may only be used with the explicit authorization of the third party, in accordance with the applicable regulations.
- h) Any other legal provisions that the Contractor, in its quality as the employer, shall be aware of and comply with, undertaking as an independent contractor to abide by the labor regulations and their applicability to its workers.

BREACH OF LABOR PAYMENT OBLIGATIONS

18.1.2 In the event of a breach by the Contractor of its labor payment obligations related to the Contractor's personnel involved in the performance of the Contract, the Contractor authorizes the ENEL Group companies established in Colombia to directly pay such amounts to the personnel on behalf of the Contractor. These amounts may be set off against any amount due to the Contractor.

18.1.3 The provisions of the previous paragraph shall not be construed as creating an employer-employee relationship, since the payment shall be made in the name and on behalf of the Contractor, in its quality as the employer, and with the only aim of preventing legal issues against ENEL, without prejudice to ENEL's right to claim compensation for such amounts from the Contractor.

18.1.4 The Contractor shall inform the Manager appointed by the Enel Group companies established in Colombia, within 30 days after the date on which the Contractor becomes aware, or should have been aware, of the labor-related seizure legal action, about any executive claims, labor claims, administrative proceedings and sanctions arising therefrom, formal claims by ENEL's employees, specifying the relevant court, the reasons of the claim or seizure and the amount, or the general information on the claim filed.

GESTOR.COM SYSTEM

18.1.5 The Contractor shall record and document on the Gestor.com system of the Enel Group companies established in Colombia, throughout the term of the contractual relationship, all the information required, so that ENEL may verify the Contractor's fulfillment of all its contractual obligations, with particular reference to its commercial obligation to accurately comply with the labor regulations; these include, without limitation,



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the following:

- The certification of the technical profiles involved in the contractual unit of service to be provided by the Contractor in the performance of its activities.
- Copy of receipts confirming payment of salaries, contributions, indemnities, paid leaves, liquidations, fees, compensations, contributions to the Comprehensive Social Security System for health, pensions and occupational risks.
- Therefore, ENEL may make the payment of an invoice conditional upon the submission of the evidence certifying the fulfillment of this obligation.
- The Contractor shall enter into the gestor.com system, within the third working day of the month, the man-hour of the services provided on the previous month, in order to enable the calculation of the accident rates in accordance with the Law.
- Any other issue agreed between the parties and those set out in the commercial offer or the Contract.

TECHNICAL CAPABILITY

ENEL reserves the right to verify and require at any time the Contractor's technical capability and suitability. Therefore, the Contractor shall ensure that its workers hold the theoretical and/or practical skills related to the performance of the contractual relationship, and for this purpose the Contractor, before the execution of the Contract, shall provide evidence of this suitability to ENEL's manager and upload on the Gestor.com system the supporting documents.

EMPLOYMENT CONTRACTS AND SALARIES AND BENEFITS POLICIES

18.1.6 The Contractor shall ensure that all the personnel involved in the performance of the contractual activities is hired under a regular employment contract. If the Enel Group companies established in Colombia authorize subcontracting, the Contractor shall ensure that all the personnel involved in the performance of the activities in the scope of subcontracting are hired under an employment contract by the subcontractor.

18.1.7 Under no circumstances the Contractor or the subsupplier and/or subcontractor may bind natural persons under a contract for the provision of services.

18.1.8 Furthermore, the Contractor shall maintain an insurance policy for salaries, social benefits and labor indemnities in relation to the subsupplier and/or subcontractor, in order to cover any risks arising from the breach of the labor law obligations, throughout the duration of the Contract, during its settlement and three years thereafter.

MANAGEMENT OF INFORMATION AND IDENTIFICATION

18.1.9 IDENTIFICATION OF THE CONTRACTOR'S PERSONNEL AND ITS VEHICLES AT THE OPERATING AND ADMINISTRATIVE OFFICES IN THE PERFORMANCE OF THE SUBJECT OF THE CONTRACT AGREED.

18.1.9.1 ENEL shall select the Contractors authorized to process passes and decals in accordance with the internal policies, but this shall not be construed as creating an employment relationship and, however, they shall be considered as Subsuppliers and/or Subcontractors of the outsourced personnel.

18.1.9.2 The control and use of identification badges for the personnel and of decals for vehicles shall be under the exclusive responsibility of the Contractor, and the Contractor undertakes to comply with the following provisions:

For the identification of Workers

- The Contractor shall request the pass through the Gestor.com system, and for this purpose shall create the workers register, including all information and document required in the Technical Specifications. *For further details, please download from Gestor.com the Guide to the Workers Register.*
- The Contractor shall meet the following requirements for the picture of the worker to be uploaded on the Gestor.com system
 - JPG format picture
 - White background
 - Size 3x4
- This shall be a high-resolution digital printing quality picture. If the picture does not meet these requirements, the pass shall not be processed.
- The Contractor shall bear 50 % of the total cost for each pass or 100 % of such cost in the case of loss or theft.
- The Contractor shall grant a deduction equal to 50 % of the total cost of this item from the monthly invoice.
- The Contractor shall return to the contract manager the passes of the personnel terminating the provision of services in relation to the contract, within the day after withdrawal.
- The Contractor shall ensure that the Contractor's personnel or its Subsuppliers and/or Subcontractors affix their pass visibly to enable easy

identification during the performance of their activities.

- The Contractor shall report, through the Gestor.com system, the loss of any pass immediately after becoming aware of such event. In this case, the Contractor shall enter into the system the relevant report for theft or loss and apply for a duplicate, and the Contractor shall bear 100 % of the cost for the pass.
- Under no circumstances the Enel Group companies established in Colombia shall authorize the processing of provisional passes.

For the identification of vehicles:

- The Contractor shall identify with decals all the vehicles used for the provision of the contractual services.
- The Contractor shall request to the contract manager, at least 10 days before the commencement of activities, the issue and the renewal of decals.
- The Contractor shall bear 50 % of the total cost for each decal or 100 % of such cost in the case of loss, theft or destruction.
- The Contractor shall grant a deduction equal to 50 % of the total cost of this item from the monthly invoice.
- The Contractor shall return or destroy the decals if the relevant vehicle has been withdrawn from the commercial offer or the contract, and shall provide the contract manager with evidence of such destruction.
- Under no circumstances the Enel Group companies established in Colombia shall authorize the processing of provisional decals.
- The Contractor shall ensure that the Contractor's vehicles or those of its subcontractors are identified by decals authorized by the Enel Group.
- The Contractor shall inform ENEL's contract manager of the loss or theft of the decal, immediately after becoming aware thereof.

SANCTIONS FOR BREACH OF ADMINISTRATIVE AND LABOR OBLIGATIONS

18.1.10 The Contractor acknowledges the application of sanctions and surcharges for any breach of the obligations in the performance of the contract, which, however, shall not relieve the Contractor from the proper performance of its warranty throughout its term. The Contractor expressly waives the requirement set out by section 1595 of Civil Code for the declaration of default, for the amount to be paid for sanctions and surcharges.

18.7.2 Special surcharges.

TYPE OF SURCHARGE	AMOUNT
I	(2) two SMLV
II.	(3) three SMLV

18.7.3 Surcharges for breach of administrative and labor obligations:

BREACHES	TYPE OF SURCHARGE
Breach of Labor Obligations set out by the Contract or the law. This includes any breach by the subcontractors.	II
Failure to notify a subsupply and/or subcontract, or the subsupply and/or subcontract does not meet the applicable requirements.	II
Failure to provide the information required, with particular reference to labor-related and/or background information requested by ENEL within the terms set out, which may result into the suspension of payment of monthly invoices.	II
Delay in registering and delivering the requested administrative information.	II
Provision of false information.	II
Provision of the service together with profiles inconsistent with the provisions of ET.	II
Failure to assume responsibility against claims from third parties resulting from damages caused by the Contractor in the performance of the subject matter of this contract.	II
Provision of the service by means of personnel under the influence of alcohol or drugs.	I
Failure to use passes, uniforms and/or work equipment.	I
Uniform and/or work equipment in poor condition, worn or broken.	I
Use of decals and/or passes not authorized by the Enel Group.	I



19 ECONOMIC GUARANTEE.

The Contractor shall guarantee the performance of all the contractual obligations as well as the payment of damages and losses arising from the breach of the Contract.

ENEL may request the establishment of the Performance Guarantee, Advance Payment Guarantee (if applicable) and Warranty Guarantee, which may be submitted at the Contractor's discretion either by bank transfer or as a guarantee issued by a financial institution approved by ENEL and in compliance with the requirements listed below.

The bank guarantee(s) and/or the stand-by letter(s) of credit shall be irrevocable and payable upon first demand to ENEL, issued by a local bank with an AAA rating or a first-class international bank holding an international investment grade rating; such ratings shall be issued at a local or international level by any of the following rating agencies: Standard & Poor's and/or Fitch and/or Moody's or any other agency replacing them.

If issued by an international bank, they shall be confirmed by a local bank meeting the same requirements as the issuer.

The bank guarantee(s) and/or the stand-by letter(s) of credit and/or the additional guarantee shall include the renewal obligation and, if their renewal is not possible, a new bank guarantee shall be established under the same conditions and for the residual term of the Contract.

The economic guarantee shall:

- be unconditional and irrevocable;
- be issued for the benefit of ENEL;
- be payable on first demand only upon submission by ENEL of a written request to the issuer stating that ENEL has the right of repayment of the economic guarantee.

The financial institution issuing the guarantee shall be a bank or a financial intermediary authorized to operate in surety business by the competent authorities.

Should the issuer's creditworthiness deteriorate, the Contractor shall provide within sixty (60) days, upon ENEL's request, a replacement guarantee issued by a financial institution approved by ENEL. If no guarantee is submitted, ENEL may, in accordance with the applicable law, withhold and suspend any payments due to the Contractor.

The existence of a guarantee shall not limit the Contractor's liability under the Contract to the amount or the period of validity of the guarantee.

If the Price of the Contract should increase during its performance, ENEL may request the Contractor to provide an additional or replacement economic guarantee to cover the increase in the Contract Price.

Failure by the Contractor to comply with the required addition or replacement of the guarantees in accordance with paragraphs 19.8 and 19.10 above, shall entitle ENEL to terminate the Contract or, in accordance with the Law, to withhold and suspend payments to the Contractor until the due guarantee amount is reached.

Performance Guarantee

19.1.1 If provided for by the Contract, and unless the Contract sets out a different percentage, the Contractor shall deliver to ENEL a first demand guarantee for an amount equal to 10 % of the Price, as a guarantee against penalties. The Performance Guarantee shall also cover the warranty obligations of the Contractor before the delivery of the Warranty Guarantee.

19.1.2 The Contractor shall make available the Performance Guarantee at its costs and within ten (10) days after the signature of the Contract.

19.1.3 If the Contractor performs all of its contractual obligations, the Performance Guarantee shall be returned to the Contractor within ten (10) working days from the date of issue of the Warranty Guarantee, as specified in clause 19.14 (Warranty Guarantee).

19.1.4 The policies established by the Contractor shall be valid for the period specified in the section of guarantees of the contractual document. However, for the performance guarantee a validity equal at least to the period of performance of the Contract plus three (3) months shall apply. In any case, all the policies shall be valid until settlement of the contractual relationship.

19.1.5 If the Contractor fails to establish or to modify the guarantee set out in paragraph 19.3, ENEL shall be entitled to withhold from the relevant invoice an amount equal to 10 % of the value of the Contract, or the amount of the guarantee agreed by the Parties.

19.1.6 For materials and equipment, the quality guarantee shall comply with the requirements of the Contractor or of its technical specifications, or if the Contract or the technical specifications do not provide them, those set out in the General Conditions.

19.1.7 Should any amendment to the terms and conditions of the Contract and/or purchase order be made, the Contractor undertakes to notify in writing and request confirmation of cover to the insurance institute securing its guarantees. The Contractor shall, within ten (10) working days after the signature of the Contract amendment, deliver the certificate of approval of the amendment issued by the insurance institute.

Advance Payment Guarantee

19.1.8 If ENEL makes advance payments to the Contractor, the Contractor shall deliver to ENEL a first demand guarantee for an amount equal to 100 % of the payment made.

19.1.9 The Contractor shall deliver to ENEL this Guarantee before ENEL makes the advance payment.

19.1.10 The Advance Payment Guarantee shall be returned to the Contractor after the Contractor has fulfilled a portion of the Scope of Contract having a value, in accordance with the Price, equal to the advance payment.

Warranty Guarantee

19.1.11 If provided for by the Contract, and unless the Contract sets out a different percentage, the Contractor shall deliver to ENEL a first demand guarantee for an amount equal to 5 % of the Price, as a guarantee for the Contractor's obligations during the Warranty Period.

19.1.12 The Contractor shall deliver to ENEL such Guarantee when ENEL returns the Performance Guarantee.

19.1.13 The Warranty Guarantee shall be returned to the Contractor within one (1) month from the expiry of the Warranty Period.

20 INSURANCE.

The Contractor shall assume all liability for injury or damages caused to persons or property in the performance of the activities - including those performed by subcontractors and/or subsuppliers or third-party agents - specified in the Contract and undertakes to take out, with a financially stable and renowned insurance company legally registered and established in Colombia, adequate insurance policies at its own expense, in relation to the risk, throughout the term of the Contract, for:

- a. Losses or damages that may be caused to materials and equipment covered by the Contract during their processing, loading and transportation, up to the time and place of delivery to ENEL, with the Contractor's full liability for any damage caused to the materials or equipment. This obligation is also assumed by the Contractor with regard to materials and equipment provided by ENEL for the performance of the Contract, from the moment they are made available to the Contractor or its subcontractors, until they are returned to ENEL.
- b. Civil liability for losses and damages that may be caused by the Contractor's personnel or by its subcontractors' personnel, to the personnel or properties of ENEL and/or of third parties arising from the performance of the activities under Contract. In all circumstances, ENEL shall not be liable for any causes attributable to the Contractor.

Similarly, the Contractor undertakes to take out insurance for civil liability with adequate limits on compensation according to the risk, to cover claims for damage to property, personnel and/or for financial damage that may be caused to ENEL or third parties arising from defects or malfunction of materials or equipment attributable to the Contractor. Furthermore, the Contractor shall be liable for environmental damage or the imminent possibility that it may take place, as well as for the costs related to prevention, reduction and repair, in accordance with the conditions laid down in the applicable legislation.

If the Contract provides for the storage of materials by the Contractor at ENEL's premises, ENEL may request, and the Contractor shall take out, in addition to the insurances specified above, an insurance for theft and other damages that may be caused to the stored materials, for the entire duration of the Contract.

The insurance policy shall provide for the total waiver of the insurer against ENEL, with no exceptions whatsoever.

The Parties agree that the existence, validity and effectiveness of the insurance policies referred to in this clause is an essential condition for ENEL and, therefore, if the Contractor is not able to prove at all times the existence of the insurances, ENEL may terminate the Contract, notwithstanding the obligation to pay compensation for the damages suffered by ENEL.

If at ENEL's discretion the insurances submitted by the Contractor are not sufficient to cover the risks, both in relation to the delivery of materials and/or equipment, as well as to the performance of the contractual works and/or services, the Contractor undertakes to modify and amend the insurance coverages according to the requirements of the Contract.

Similarly, the Contractor undertakes to take out, at its own expense and with financially stable and renowned insurance companies, any other type of compulsory insurance that may be required by the applicable law, for the entire duration of the Contract.

The Contractor undertakes to take out the insurance with an insurance company legally registered and established in Colombia.

21 INDUSTRIAL AND INTELLECTUAL PROPERTY

The Contractor represents and warrants that in the performance of the contractual activities and in the design, manufacturing, sale, distribution or marketing of any product or service supplied to ENEL, the Contractor has not infringed, is not infringing and shall not infringe any third party's intellectual property rights, such as rights on trademarks, patentable inventions, copyrighted works, utility models, industrial designs and trade secrets.



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Where the Contractor should require to use any third party's intellectual property right to perform its contractual obligations, ENEL reserves the right to request to the Contractor the relevant documentation. Upon ENEL's request, the Contractor shall provide any additional information, explanation, evidence, correspondence, manual and other documents or data relating to the resources protected by intellectual property rights, used in the performance of the Contract.

The Parties agree that, as for ENEL's products, samples or technical specifications that are delivered by ENEL to the Contractor for the performance of the Contract, the Contractor: (i) may not in any way copy, disclose, distribute, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, reverse-engineer (or, in any case, carry out operations intended to extract the source codes) – in full or in part – any of such ENEL's products, samples or technical specifications, (ii) may not perform or manufacture any works, objects, items, products, samples or technical specifications derived therefrom; (iii) shall not use such products, samples, technical specifications or information covered by ENEL's intellectual property for any purpose other than the proper fulfillment by the Contractor of its contractual obligations, (iv) shall ensure that the aforementioned prohibitions are complied with also by the other parties involved, or which may be involved, by the Contractor in the performance of the Contract, (v) shall not disclose, and ensure that its employees do not disclose, them to third parties without the prior written authorization by ENEL, and shall keep them confidential in accordance with clause 22 below.

The Contractor is responsible for obtaining or achieving in due time the licenses, permits and authorizations required by the holders of patents, models and related trademarks, as well as other intellectual property rights. The Contractor shall be responsible for the payment of any royalty, compensation, remuneration, charge and/o fee due on this basis.

The Contractor represents and warrants that there are no existing contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, obligations for the Contractor, nor any other circumstances that prevent, or may prevent, ENEL from using or otherwise exploiting the intellectual property for the performance of this Contract, as well as the product, service, supply, license, document, object, item to which it is embedded or into which it is included.

If, as a result of a dispute raised by the owners or concessionaires of the rights referred to in this clause, ENEL has to totally or partially modify the materials to be supplied under the Contract, they shall be modified as soon as possible at the Contractor's expense, without this resulting in a deterioration of the quality of the supply, the operating features or the warranties. If the above occurs, a new process for the approval of prototypes shall be carried out, where this is prescribed for the relevant type of supply and before the materials are supplied. The Contractor shall indemnify ENEL for any costs related thereto, including, without limitation, transport costs, costs for tests, certifications, customs clearance, receipt of permits/authorizations or documents, as well as those for the purchase of any replacement or additional materials/items and any other costs and expenses.

All the amounts shall be payable to ENEL within 30 calendar days after the receipt of the relevant request from ENEL.

If legal action is taken against ENEL by a third party for breach by the Contractor of the obligations referred to in the paragraph above, the Contractor shall, at ENEL's request, provide a coverage (according to the provisions of clause "ECONOMIC GUARANTEE") in relation to the value of the claims, within ten (10) calendar days. The Contractor shall release ENEL from any liability for infringements of the intellectual property rights and undertakes to make any reasonable effort to hold ENEL harmless from any damage relating to a claim or complaint against ENEL, and undertakes to indemnify ENEL for any loss or damage, either direct or indirect, arising from claims or subpoena.

Any claim, whether judicial or extra-judicial, made against the Contractor by third parties relating to the intellectual property rights, shall be immediately reported to ENEL.

All the documents, drawings, plans, computer programs, as well as copies thereof, provided by ENEL to the Contractor for the performance of the contractual services, including rights on inventions, patents, copyrighted works, utility models and other intellectual property rights required, or that will be required, for the performance of the contractual services according to the documents provided to the Contractor by ENEL, shall be the property of ENEL. The Contractor shall use them solely for the purposes of performing the Contract and return them to ENEL, taking at all times suitable measures in relation to the processing, use and transfer of data to ensure security and confidentiality, pursuant to clause "CONFIDENTIALITY" below.

The intellectual property rights and the technology and methods resulting from the works or services delivered by the Contractor in the performance of the Contract, and the relevant records created shall belong to ENEL, without giving the Contractor any right to increase the price specified in the Contract for such works or services.

The drawings, documents, plans, computer programs, as well as copies thereof, and in general any outcome (and the related intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, rights on trade and industrial secrets and any relevant application on a worldwide basis, software designs and models, know-how) generated by the Contractor during the performance of the Contract (the "Foreground IPRs") shall be the exclusive property of ENEL, which shall also automatically become the owner of any relevant work in progress, generated from time to time during the performance of the Contract. Each Party acknowledges and agrees that each Party's Background IPRs shall remain the exclusive property of such Party and the other Party shall have no claim in relation to any such right; Background IPRs include all present and future intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, rights on trade and industrial secrets and any relevant application on a worldwide basis, software designs and models, know-how, belonging to each Party before the signature of this Contract or gradually developed in parallel projects outside the scope of this Contract. Before signing the Contract, each Party shall specify in an annex to the Contract, its own Background IPRs which are relevant to the performance of the Contract. Therefore, if the Contractor intends to use these Background IPRs for the performance of the Contract, any Foreground IPRs



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belonging to ENEL shall be limited to the Add-ons (the "Add-ons"), which are the additional parts (generated by the Contractor in the performance of the Contract on the basis of its Background IPRs) that, in any way, do not include or contain any Background IPRs. The Parties shall agree in writing the list of the items constituting such Add-ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

The marketing methods and the way the technology covered by the Contract is distributed to third parties, as well as any benefits arising therefrom, are regulated by the Contract.

Failure by the Contractor to comply with the intellectual property obligations set out in this section, shall entitle ENEL to terminate the Contract, without prejudice to its right to undertake any action and claim compensation for any damages suffered.

The Contractor shall not use ENEL's trademarks, logos and/or distinguishing marks and shall not disclose for commercial purposes the services provided to ENEL, without ENEL's prior written authorization.

22 CONFIDENTIALITY.

"Confidential Information" includes, without limitation, economic and financial documents, data and information relating to business strategies, product information and/or production processes (design, study and development), means and costs of production, sales information, development and customer management strategies, any kind of data about customers, contractors and their technical or commercial profile, documentation regarding technical and economic bids in public and private tenders, data about tests and/or operations of plants, equipment, machineries and products, business analysis, market researches, business and marketing plans and other statistical data that are relevant for the business, internal organization procedures, ideas for advertising and new trademarks not yet used in the market, prices, features, concepts, prototypes and layouts of new products or services not yet launched on the market, etc. The term also includes economic, financial and technical documents referring, for instance, to patentable inventions, patents, patents applications, licenses, source code of any kind of software, its principles and the related algorithms; discoveries, algorithms and formulas; new production processes and methods; new methodologies for testing plants, equipment, machineries and products, results of Research and Development (R&D) activities. Furthermore, the term applies to any internal procedure, patent, license or information that:

- (i) is expressly qualified as "confidential", "strictly confidential", "secret" (or in any other similar way) by the disclosing Party; or
- (ii) the receiving Party knew or ought to have known to be confidential due to its nature or to the treatment carried out by the disclosing Party, considering that such information is not publicly known, is not easily accessible to third parties and is subject to appropriate measures to preserve its non-public nature.

Confidential Information includes all information relating to a Party and made available to the other Party, before or during the performance of the Contract, either by the administrators, managers or employees of the disclosing Party, or its Subcontractors or Affiliates and their relevant administrators, managers, employees or subcontractors (hereinafter, "disclosing Party's Representatives"). Confidential Information also includes all information regarding the disclosing Party's Representatives.

Confidential Information shall not include all information that:

- the receiving Party may prove to have legitimately known before or upon commencement of the performance of the Contract;
- the receiving Party may prove to have lawfully received by third parties not bound by (or not in breach of) any legal or contractual non-disclosure obligation;
- after disclosure to the receiving Party, due to reasons other than any of the receiving Party's default, becomes generally known or easily accessible for the persons within the circles that normally deal with this kind of information.

All Confidential Information that each of the Parties makes available (orally, in writing, in electronic format or in any other form) for the purposes of and/or during the performance of the Contract, as well as any other Confidential Information of which the Parties may become aware as a result of other contracts executed between the Parties and/or entered into by each of the Parties with a third party, and/or as a result of the relevant pre-contractual negotiations, including all documents, information, specific knowledge (regardless of how they have been collected, acquired or developed in relation to the Contract), may only be used for the purposes of performing the Contract and shall be confidential.

In particular, Confidential Information may not be disclosed to third parties without the prior and explicit written consent of the disclosing Party. Furthermore, each of the Parties may not use, copy, reproduce, translate, modify, adapt, develop, dismantle or separate, nor reverse-engineer or carry out any other operation intended to extract the source codes - in full or in part- of the Confidential Information received, without the prior and explicit consent of the disclosing Party.

Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to fulfill a legal request by a competent court, a government agency or a competent authority, having jurisdiction on such Party, provided that in this case the Party informs the other Party (where legally allowed) before disclosing the Confidential Information, so that the other Party may defend, limit or protect from such disclosure, and provided that: (i) the disclosure only refers to the portion of Confidential Information strictly required to be disclosed, and (ii) the Party makes any reasonable effort to obtain a confidential treatment for any Confidential Information disclosed.

Each of the Parties:



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- shall restrict the disclosure of Confidential Information exclusively to the Representatives and Affiliates that effectively need to know such information, due to their degree of involvement in the performance of the Contract;
- shall bind its Representatives and Affiliates in order to ensure that fully comply with the obligations set out in this clause;
- shall be held liable for any action or omission by its Representatives and Affiliates that leads to a breach of the obligations to maintain confidentiality and not to use Confidential Information for purposes other than the performance of the Contract.

The Party receiving the Confidential Information shall create and manage logical and physical data, using state-of-the-art international techniques and practices, in order to ensure protection of such data from unauthorized access, reproduction, disclosure or use. After termination of the Contract, the receiving Party shall return all data, documents and information received from the other Party or in its possession, for the purposes of carrying out the contractual activities, and shall destroy all copies and files that it may have, unless otherwise authorized in writing by the disclosing Party. The receiving Party shall confirm the destruction of these data to the other Party within fifteen (15) days from the request and shall issue a written statement certifying that such Party does not hold any document or other items containing (or related to) Confidential Information.

The Parties shall ensure that Confidential Information is not disclosed during the performance of the Contract and for five (5) years after its termination, except as otherwise provided by the Contract or where required by the Law or by a competent Authority. Notwithstanding the foregoing, in the case of Confidential Information qualified as "strictly confidential" by ENEL, the obligations of confidentiality and non-use set forth in this clause shall survive the termination of the Contract for any reason whatsoever, unless otherwise agreed by the disclosing Party, and shall be valid until the receiving Party is able to prove that said "strictly confidential" information has become generally known among or readily accessible to persons within the circles that normally deal with this kind of information for any reason other than the disclosure by the receiving Party.

The Parties shall agree in writing the provisions relating to the contents, the means of communication, the date of publication of the press articles and news or communications of any kind in relation to the Contract or any other subject or information related thereto.

The Parties acknowledge and agree that compensation for damages may not represent an adequate indemnification for the breach of confidentiality and that the affected Party shall be entitled to seek and obtain other remedies or to avoid any possible violation or damage arising from such breach, according to the current legislation. In the event of a breach of the confidentiality requirements, any of the Parties may also decide to terminate the Contract.

If required by the disclosing Party, and provided that it does not affect the performance of the Contract, the other Party shall at any time return or destroy, or request its Representatives to return or destroy, all the hard copies of the Confidential Information in their possession. Furthermore, the receiving Party shall make, and ensure that its Representatives make, any reasonable effort to return or destroy any related data stored in electronic format and shall confirm the destruction of these data to the disclosing Party within fifteen (15) days from the relevant request, and shall issue a written declaration certifying that such Party does not hold any document or other items containing (or related to) Confidential Information.

Each Party acknowledges and agrees that Confidential Information is, and shall remain, the exclusive property of the disclosing Party. Nothing in the Contract shall be construed - unless expressly specified in writing - as granting a license or a similar instrument in relation to patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, either before or after the performance of the Contract.

Each of the Parties represents and warrants to the other Party that it shall not infringe any third party's right on trade secrets in the performance of the Contract.

Security

22.1.1 The Parties warrant that they shall apply the same reasonable security measures to prevent disclosure, leakage or unauthorized use of confidential or proprietary information and undertake to protect each other's Confidential Information with the same degree of care as that applied for protecting their own Confidential Information.

22.1.2 The Parties agree that all Confidential Information shall be kept by the receiving Party in a secure location where access is limited to Representatives or other persons who reasonably need to know the Confidential Information in relation to the performance of the Contract.

22.1.3 At its discretion, the disclosing Party may specify in writing the security, access and protection requirements for confidential information, as well as those relating to its transport, storage or processing.

22.1.4 Unless otherwise agreed in writing, the minimum-security measures applicable to all the life cycle of confidential information, to be implemented by the receiving Party, shall be those set out in Enel's information security policy.

22.1.5 The receiving Party shall report any event threatening the confidentiality of Confidential Information in its possession, including, without limitation, any security breach or any infringement of the laws applicable to the proprietary information of the disclosing Party, within two (2) calendar days of the occurrence of such event.

22.1.6 The disclosing Party may, at its discretion, request to the receiving Party a list of the persons authorized to access confidential information, and such list shall be submitted within three (3) working days after the request.

Cyber Security.

22.1.7 The Contractor may access ENEL's IT system only if authorized by ENEL. The Contractor is responsible for the activities performed on



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ENEL systems by using its digital identity, which shall be protected at any time. In performing such activities, the Contractor shall comply with the following rules of conduct:

- a) never disclose or provide the authentication credentials to anyone;
- b) not insert passwords into e-mail messages or other forms of electronic communication, nor disclose them over the phone to anyone;
- c) never memorize passwords to access ENEL's applications via browser through the "remember password" functionality;
- d) ensure that no one is watching when the Contractor enters the credentials to access IT devices or systems, in order to prevent theft of the Contractor's credentials;
- e) never use the same password for the authentication to different systems;
- f) access to information systems shall be limited to software/tools specifically provided for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- g) any transaction developed through ENEL's IT systems shall not violate the Law;
- h) the (permanent or temporary) workstation used shall not be connected to Internet services other than those provided or authorized by ENEL and shall be equipped with the required antivirus. All necessary measures shall be taken to prevent the spread of viruses, malwares or any illegal software that may cause interruptions in the service or loss of data;
- i) all e-mail accounts, file storage or communication platforms (including social networks) shall be explicitly provided or authorized by ENEL;
- j) sensitive data shall be stored, transmitted or erased by an appropriate encryption software;
- k) it is forbidden to modify the system configuration to avoid security checks;
- l) in order to prevent the disclosure of information to unauthorized persons, attention shall be paid to printed documents, removable hard drives, removable storage devices and video screens.

22.1.8 If at any time during the term of the Contract, its performance requires or entails the access and/or use by the Contractor of any application available on ENEL's systems and/or ENEL's IT infrastructure ("ENEL Systems"), this clause [22.16] shall apply to the Contractor. Upon ENEL's request, at any time and for any reason, the Contractor shall participate in and implement ENEL's two-factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use the ENEL Systems. To participate in and implement the Multifactor Authentication System, the Contractor undertakes to meet the following requirements: (i) a smartphone and a working SIM card (also personal or for mixed-use) are required; (ii) each smartphone used for the purposes of the Multifactor Authentication System shall be associated exclusively with the personal identity of the specific employee, agent, Subcontractor, representative or other Contractor's personnel who may access and/or use the ENEL Systems on behalf of the Contractor; and (iii) the Contractor shall satisfy all of the foregoing requirements at its sole risk, cost and expenses. ENEL does not bear any charge (financial or otherwise) for the supply of the smartphone and shall not be liable to the Contractor or any third party for any damages, claims or losses, either direct or indirect, arising out of or connected with the failure and/or defective functioning or unlawful use of any smartphone that is used for the Multifactor Authentication System by the Contractor's employees, agents, Subcontractors, representatives or other personnel.

23 PROCESSING OF PERSONAL DATA.

DEFINITIONS

For all the definitions related to Personal Data, reference is made to the terms and definitions set forth by Law no. 1581 of 2012, Decree no. 1074 of 2015 and any regulations amending, supplementing or repealing them.

OBLIGATIONS OF ENEL'S CONTRACTORS

23.1.1 As regards personal data processing, by entering into this Contract, the Contractor undertakes to:

- a) Comply with all the provisions of Law no. 1581 of 2012 and its Implementing Decrees, as well as with any regulations amending, supplementing or repealing them.
- b) Notify to ENEL within 5 working days after the signature of the Contract, the contact details of its personal data protection officer.
- c) Report through the channels specified by ENEL any event or risk occurred as a result of the violation of the Personal Data Protection regulations in the performance of the activities and involving its workers or other third parties, within 2 working days after the occurrence, for the events related to the Contractor, and immediately, and in any case not later than 48 hours of becoming aware of the event, in the case of events affecting ENEL.
- d) Submit to ENEL the Certificate of the Auditor/Legal Representative of the Contractor, stating the fulfillment of the legal obligation to register the databases with the National Database Register, managed by the Colombian Data Processing Authority, if applicable, and certifying that the Contractor has collected the consent of all data subjects for the processing of their personal data.
- e) The Contractor shall indemnify ENEL against any claim, fine or sanction incurred or suffered, to the extent that such claim is based on



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the violation, or improper or inappropriate observance, by the Contractor or by third parties appointed by the Contractor of the provisions of this section or the applicable legal provisions. If ENEL suffers a damage as a result of the above, ENEL reserves the right to claim for compensation of the damage suffered.

23.1.2 If during the performance of the Contract, the Contractor needs to access personal data and such data are processed and handled directly by the Contractor, or at the request of ENEL, the Contractor represents and warrants that:

- a) The Contractor shall process the data in accordance with the applicable legislation, as well as with the criteria, requirements and specifications set out in the Contract, with ENEL's applicable Personal Data Processing Policy and other recommendations or instructions given by ENEL.
- b) After obtaining by any means the personal data, the Contractor shall request and obtain the Authorization of the relevant Data Subject, who shall be duly informed on the purposes of the processing. The Contractor shall provide documentary evidence of such authorization in accordance with the legal provisions.
- c) That the scope of Processing of Personal Data accessible by the Contractor shall be limited to the purposes related to the performance of the subject matter of the Contract, ENEL's instructions and Data Processing Policies, as well as to the processing and purpose authorized by the Data Subject, specifying in Annex Personal Data Protection 1 the type of data that shall be processed, as well as the categories of Data Subjects.
- d) That the sensitive data collected in the performance of this Contract shall be processed within the limits set out by the regulations on personal data protection.
- e) That the Contractor shall process any inquiries and complaints lodged by Data Subjects in relation to the data held in the Contractor's Databases and shall inform ENEL of any inquiries and complaints lodged by Data Subjects in relation to the data held in ENEL's Databases, so that ENEL may process such inquiries and complaints within the terms set out by the applicable regulations.
- f) That the Contractor shall grant to the Data Subject the full and effective exercise of his/her rights and shall inform ENEL thereof, so that ENEL may ensure that the Data Subject is able to exercise his/her rights in accordance with the terms set out by the applicable law.
- g) That the Contractor shall update the Data Subjects' information in accordance with ENEL's instructions within five (5) working days from receipt.
- h) That the Contractor shall adopt an internal manual and other policies and/or procedures to ensure that proper attention is paid to the inquiries and claims lodged by Data Subjects. Furthermore, the Contractor shall adopt a Policy on the Processing of information in accordance with the applicable legal provisions.
- i) The Contractor shall not disclose any information subject to an objection to processing filed by the Data Subject, and that has been blocked following an order issued by the competent authority.
- j) The Contractor shall return to ENEL the personal data processed within fifteen (15) calendar days from the termination date of the Contract, and such return shall be certified by the Contractor's legal representative.
- k) The Contractor shall destroy any document, storage media or copy of the personal data processed under the Contract and which may not be returned. However, the Contractor shall not destroy the data where there is a legal obligation to keep them, in which case the Parties shall preserve such data ensuring suitable protection in accordance with the terms of this Contract, and this shall be certified by the Contractor's legal representative.
- l) The Contractor shall not disclose, nor transfer to other natural or legal persons, the personal data received for the performance of the legal relationship and shall maintain due confidentiality in relation to the authorized processing.
- m) The Contractor shall implement and provide the utmost collaboration in the implementation of the infrastructure security measures adopted or to be adopted by ENEL in the processing of the data provided, and the Contractor shall implement all the technical and organizational measures required by the applicable law in order to ensure the security of the personal data and preventing their alteration, loss, unauthorized processing or access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, either arising from human acts or from physical or natural events. The measures shall include, without limitation, hardware, software, recovery procedures, backup copies and digital or hard-copy information extracted from personal data. Furthermore, the Contractor shall regularly verify the suitability of these measures, to ensure that they are appropriate in relation to the risk arising from personal data processing.
- n) The Contractor shall request ENEL's express authorization for the extraction, download, transmission or massive transfer of personal data provided by ENEL, including, without limitation, Databases included in applications or platforms belonging to ENEL, or that although not belonging to ENEL contain Databases belonging to ENEL, including by means of "RPA - Robotic Process Automation", except to the extent required for the performance of the Contract and provided that ENEL's has previously provided its authorization.
- o) The Contractor shall only use the applications and/or tools specified by ENEL for the processing and transmission or transfer of the Personal Data, without prejudice to the express authorizations of the units of the relevant companies to use other application outside ENEL's platforms.



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- p) The Contractor undertakes to obtain the authorization for the use, processing and management of the personal data of each of its employees and workers, in order to verify the fulfillment of the labor law, social security, occupational risk prevention obligations, as well as any other obligation set out in the Contract. Within the framework of this contractual relationship, the Contractor shall share the personal data of its workers with ENEL, for the purposes related to the performance of this Contract and in accordance with the purposes, procedures and, in general, the provisions of ENEL's and the Contractor's Personal Data Processing Policy. The Contractor shall obtain the consent for the processing of the personal data, so that ENEL may comply with its labor-law, social security, occupational risk prevention obligations, as well as any other obligation arising from the Contract.
- q) If for the performance of the service an international transfer of personal data included in Databases belonging to ENEL is required, the Contractor shall comply with the legal provisions and undertakes to expressly request ENEL's prior authorization, so that ENEL may determine if such transfer is required, if it complies with the legal requirements and, where applicable, request the relevant authorizations to the competent Authority, failing which, the Contractor may not carry out such transfers.
- r) The Contractor shall comply with any order received from the Judicial Authority or other Personal Data Protection Authorities or any other competent authority in accordance with the applicable legal provisions, and shall support ENEL during the activities carried out for these Authorities.

23.1.3 As regards the activities carried out by the workers, collaborators or subcontractors and/or subsuppliers, the Contractor shall:

- a) Ensure that its workers, as well as those of its Subsuppliers and Subcontractors (hereinafter: Contractor's Authorized Persons), have been trained, made aware and informed of the obligations and liabilities arising from the performance of this Contract, as well as from the laws on personal data processing.
- b) Ensure that the Persons Authorized by the Contractor know and apply the Principle of Confidentiality in relation to the personal data processed under this contract.
- c) Ensure that its employees or associates know and apply the Principle of Confidentiality and that they are suitably trained on the principles related to Personal Data protection. To this purpose, the Contractor shall deliver to ENEL a self-declaration in accordance with the template included in Annex Personal Data Protection 2.
- d) Keep and make available for ENEL's consultation the list of the Contractor's Authorized Persons.
- e) Inform ENEL, within 5 calendar days, of any change in its workforce or in the list of the Contractor's Authorized Persons, with particular reference to the start and termination of employment relationships and thus ensuring the compliance with the ENEL's applicable Access policies.

23.1.4 ROLES AND RESPONSIBILITIES

23.1.4.1 **Property of personal databases:** the Databases containing Personal Data to which the Contractor may have access, as well as its segmentation or similar procedures that the Contractor may carry out in the performance of this Contract are the property of ENEL, and these data shall be confidential and therefore subject to the Guiding Principles set out by the Law, with particular reference to the principles of Security and Confidentiality, including after completion of services. The Contractor shall specify in writing upon commencement of the performance of the Contract any database which the Contractor considers as being its property.

23.1.4.2 **Data Controller:** the decisions on the Databases and/or the Processing of data shall be taken by the data controller, and the Contractor shall only process the data for the purposes related to the performance of this Contract or to comply with a legal obligation. Personal data may be processed by automated and/or physical means and shall be stored during the performance of the Contract and after its termination for a period not exceeding the terms set forth by the applicable law.

23.1.4.3 **Data Processor:** if the Contractor is requested by ENEL to process personal data, upon execution of the Contract and throughout its term, ENEL, as the Data Controller, appoints the Contractor, which accepts such appointment, as the Data Processor and by virtue of such appointment, the Contractor undertakes the obligations arising from this title provided by the applicable law, as well as other obligations arising from the performance of its activities, such as: (i) process, on behalf of the Data Controller, the personal data in accordance with the standards on data protection; (ii) protect the security of databases including personal data; (iii) protect the confidentiality of the processing of personal data.

23.1.4.4 The appointment as Data Processor shall be automatically revoked upon expiry or termination of the contractual relationship, without prejudice to the provisions of point 10 of this clause.

23.1.4.5 **Appointment of the Data processor for Consortia and Temporary Associations:** if the Contractor is a Consortium or a Temporary Association, the companies belonging to the Consortium or Temporary Association shall be appointed as Data Processors, and shall comply with the obligations of this clause.

REQUIREMENTS FOR THE PROCESSING OF PERSONAL DATA.

23.1.5 ENEL shall be entitled to unilaterally terminate the Contract if the Contractor fails to comply with the obligations of this clause.

23.1.6 The provision of Personal Data under this Contract is considered as a Transfer, pursuant to Decree 1074 of 2015; therefore, the Personal Data provided by ENEL to the Contractor may not be incorporated or included in the Contractor's Databases, except if the Contractor, under its own responsibility, collects the Authorization by the Data Subject.



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23.1.7 The Contractor declares to be fully aware of the contents of and undertakes to comply with the laws, regulations and rules on Personal Data protection processing, as well as with ENEL's applicable Personal Data Processing Policy. The Contractor may request a copy of this policy to the Contract Manager. Furthermore, the Contractor undertakes to obtain the required industry certifications, where applicable.

23.1.8 ENEL reserves the right to request the return of the personal data processed by the Contractor, including before termination of the Contract, by notifying the Contractor in writing thereof; furthermore, ENEL reserves the right to carry out audits and inspections, including by means of a third party appointed by ENEL, to verify the fulfillment of the Contractor's obligations arising from this clause.

23.1.9 The Contractor shall ensure that its third parties returned the personal data processed within fifteen (15) calendar days from the termination date of the Contract with ENEL, and such return shall be certified by the Contractor's legal representative. Furthermore, such third party shall destroy any document, storage media or copy of the personal data processed under the Contract and which may not be returned. However, the Contractor shall not destroy the data where there is a legal obligation to keep them, in which case the Parties shall preserve such data ensuring suitable protection in accordance with the terms of this Contract, and this shall be certified by the Contractor's legal representative.

23.1.10 Without prejudice to the provisions of the paragraphs above, as well as to the provisions on subcontracting specified by ENEL, in the event that the Contractor should perform certain services through third parties, which in turn entails the access and/or processing by such third parties of the personal data referred to in this section, the Contractor undertakes to execute in advance an agreement with such third party, by means of which the latter expressly accepts the duties and obligations for the proper processing of the personal data to which it may have access, under the same terms as those set out by the provisions of this Contract, as well as to comply with all the obligations set out by the regulations on personal data protection, and the Contractor shall inform ENEL, by means of the Annex Personal Data Protection 3, in order to fulfill the obligations related to Personal Data processing. If upon signature of this Contract, the Contractor has already executed agreements with third parties for the performance of certain activities, this shall be notified to ENEL (Annex Personal Data Protection 3) and the Contractor undertakes to ensure that such third parties expressly accept to undertake the duties and obligations for the proper processing of personal data to which they may have access, under the same terms as those set out by the provisions of this Contract, as well as to comply with all the obligations set out by the regulations on personal data protection. If the Contractor, on proven and reasonable grounds, has to modify the list submitted, the Contractor shall request, before the commencement of the activities, ENEL's authorization (Annex Personal Data Protection 4). The foregoing has the aim to enable ENEL to comply with its legal obligation set out by the National Register of Databases administered by the Colombian Authority for the protection and processing of Personal Data.

24 SUPPLIER PERFORMANCE MANAGEMENT ("SPM").

ENEL monitors and assesses the performance of Contractors through a Supplier Performance Management ("SPM") process. The main topics evaluated during the assessment are the following:

- a) quality of activities;
- b) compliance with the schedule;
- c) compliance with health, safety and environmental rules;
- d) respect of human rights;
- e) cooperation and innovative solutions proposed during the performance of the Contract.

On the basis of the items listed above, ENEL shall assign a score to the Contractor. In the case of a positive score, the Contractor may have access to the incentive actions specified in the "Regulations on incentive management", available at: <https://globalprocurement.enel.com/es/convertirse-en-proveedor/supplier-performance-management> In case of application by ENEL of the remedies set forth in the Contract for breaches of contractual obligations, ENEL will assign to the Contractor a negative score..

25 VALUE ENGINEERING AND GAIN SHARING³

"Value Engineering" means the systematic application of recognized techniques to identify functions, products, services, designs, techniques, alternatives, or performance improvements that have the effect of maintaining or improving the quality and/or value of the work or the project's overall cost and other applicable factors, while reducing the Price without affecting the safety, quality, and environmental compliance of the Scope of Contract. Value Engineering is the result of such practices or designs being or not a deviation from the Technical Specifications, thus resulting in a deviation from and/or modification to the Contract. Value Engineering shall not include standard optimization taken during the design process that ENEL and the Contractor would normally perform.

ENEL and the Contractor may submit "Value Engineering" proposals. Any "Value Engineering" proposals submitted by the Contractor shall be aimed at reducing the Price through direct and quantifiable adjustments to the Scope of Contract.

The Contractor's proposals to ENEL shall be reviewed and approved by ENEL.

"Value Engineering" proposals shall include:

- a) the proposed changes to the Scope of Contract (detailed description, attribution of responsibilities among the Parties, etc.);
- b) the anticipated savings and/or improvements in the Scope of Contract (financial or otherwise) that will be achieved by either Party;
- c) the estimated costs to be incurred by either Party;

³ This clause shall only apply to Contracts which are not subject to laws banning or limiting the use of this mechanism.



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d) any other impact on the provisions of the Contract.

ENEL shall make any commercially and technically reasonable efforts to review and respond to the "Value Engineering" proposals within fifteen (15) days from their receipt. If a "Value Engineering" proposal is approved, the proposing Party shall timely develop a specific implementation plan.

No "Value Engineering" proposal shall be implemented unless a formal acceptance in writing has been issued by ENEL.

The monetary value of the "Value Engineering" proposals shall be referred to as the "Gain Sharing". The Contractor shall submit a proposal of Gain Sharing distribution between ENEL and the Contractor. Should the proposal be approved, the Contractor may be entitled to receive such portion of the Gain Sharing as agreed upon by the Parties.

Upon approval of a "Value Engineering" proposal, the Contractor shall submit a Change Order request in accordance with the provisions of clause 05.

26 GOVERNANCE.

Contract Governance Structure.

26.1.1 Where provided for by the Contract, the Parties may set up a committee (so-called "Review Group") to supervise the progress of the performance of the Contract. The Review Group is made up of an equal number of representatives of the Parties. Each Party may periodically change its representatives in the Review Group at its sole discretion, notifying the other Party of the change.

26.1.2 From time to time, by mutual agreement between the Parties, additional representatives of both Parties, with appropriate technical skills, experience and knowledge, or external consultants, may be invited to attend the meetings of the Review Group, without prejudice to the obligation for all third parties to sign and comply with confidentiality obligations.

26.1.3 The Review Group is chaired by a representative of ENEL.

Decision process.

26.1.4 All the decisions of the Review Group shall be unanimous. If the Review Group, after making good faith efforts, fails to reach an agreement, this matter shall be referred to the representatives of ENEL and the Contractor specified for this purpose in the Contract. These representatives shall promptly meet and negotiate in good faith to resolve this issue.

Responsibility.

26.1.5 The Group's responsibilities include:

- a) support and facilitate ongoing cooperation and communication between the Parties;
- b) supervise and coordinate the transfer of information;
- c) periodically evaluate the performance of the Contract;
- d) discuss in good faith all potential improvements that may be implemented during the performance phase.

26.1.6 Unless otherwise provided for by the Contract, the Review Group meets at least once a year at ENEL's premises or other venues agreed by the Parties. Alternatively, the Review Group may meet by teleconference, videoconferencing or other similar communication equipment.

26.1.7 The Chairman of the Review Group is responsible for sending the agenda, reasonably in advance of all meetings, as well as for the preparation of the final minutes of each meeting.

26.1.8 Any expenses for attending the meetings shall be borne by each Party.

27 KPI (KEY PERFORMANCE INDICATOR).

The Contractor shall perform the Contract satisfying the service levels, where expressly provided for by the Contract.

The Parties shall monitor and verify the achievement of the service levels in accordance with the terms set out in clause "GOVERNANCE" above.

28 GLOBAL COMPACT

Each of the Parties acknowledges the content of the so-called "Ten Principles" of the United Nations Global Compact, and declares to manage its business activities and operations in order to meet such fundamental responsibilities in the areas of human rights, labor, environment and anti-corruption.

In particular, the Contractor undertakes to fully comply with the principles of the Global Compact and with the Law, and shall ensure that all activities carried out, either directly or by its Subcontractors, Subsuppliers, other third parties appointed by the Contractor and its entire supply chain, comply with the following principles of the Global Compact:



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a) HUMAN RIGHTS.

One: Businesses must support and respect the protection of internationally recognized human rights in conducting their business activities.

Two: Businesses must ensure that they do not take part in human rights violations.

b) LABOR.

Three: Businesses must uphold the freedom of association and the effective recognition of the right to collective bargaining.

Four: Businesses must uphold the elimination of all forms of forced and compulsory labor.

Five: Businesses must uphold the effective abolition of child labor.

Six: Businesses must uphold the elimination of discriminatory practices in employment and education.

a) ENVIRONMENT.

Seven: Businesses must conduct their affairs in a preventive manner to avoid potential damage to the environment.

Eight: Businesses must undertake initiatives to promote greater environmental responsibility.

Nine: Businesses must encourage the development and diffusion of environmentally friendly technologies.

d) ANTI-CORRUPTION.

Ten: Businesses must work against corruption in all its forms, including extortion and bribery.

The Contractor undertakes to inform ENEL of any situation which, to the best of its knowledge, after due inquiry, including situations related to its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain, may result into a failure to fulfill these principles, as well as the plan to remedy these situations.

Throughout the term of the Contract, the Contractor undertakes to allow ENEL to verify the degree of compliance with the requirements set out in this clause, by carrying out inspections, audits and/or requests for documents. In such cases, the Contractor shall grant ENEL access to its facilities and duly provide the requested documents, and the Contractor shall employ its best efforts to fulfill this obligation and shall ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain do the same.

ENEL shall be entitled to terminate the Contract, for causes attributable to the Contractor, whenever ENEL becomes reasonably aware that the Contractor or its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor or its supply chain, violated one of the abovementioned principles. The Contractor shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.

29 CODE OF ETHICS.

General details.

29.1.1 The Contractor acknowledges the commitments set forth in ENEL's Code of Ethics, and the Contractor declares that in the conduct of its business and the management of its relationships with third parties refer to equivalent principles, specified in its own code of ethics or in its anti-corruption or human rights policies, and the Contractor shall ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply with these principles. The Contractor undertakes to comply with the principles of the International Labor Organization conventions, as well as with the legal regulations on: the protection of child and women labor; equal opportunities; the prohibition of discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and protection; health and hygiene conditions. Furthermore, the Contractor shall ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply with the same.

29.1.2 Furthermore, the Contractor shall comply with the applicable laws on salaries, pensions and social security contributions, insurances, taxes, etc., in relation to all the workers employed for the performance of the Contract, and shall ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply with the same. In the case of any conflict between the International Labor Organization conventions and the applicable regulations, the most restrictive rules shall apply. Each of the Parties undertakes to prevent any form of corruption. Therefore, ENEL forbids, and the Contractor undertakes to refrain from using, any promise, offer or request for unlawful payments, in cash or other benefits, with the aim of taking an advantage of the relations with the interested parties. This prohibition shall apply also to its employees, directors and officers, and the Contractor shall ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply with the same.

29.1.3 ENEL reserves the right to carry out any control and monitoring activity (e.g., inspections, audits and/or requests for documentation) to verify the fulfillment of the obligations specified above, both by the Contractor and any of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and operators belonging to its supply chain. In such cases, the Contractor shall grant ENEL access to its premises and duly provide the requested documents, and the Contractor shall employ its best efforts to ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain do the same.



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29.1.4 Failure by the Contractor to fulfill these obligations shall entitle ENEL to terminate the Contract and to request compensation for damages from the Contractor.

Conflict of interests.

29.1.5 During the performance of the Contract, the Contractor undertakes to have exclusive regard for the interests of ENEL, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

29.1.6 Throughout the term of the Contract, the Contractor undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is considered as liable to create a conflict of interests - notwithstanding ENEL's right to terminate the Contract - the Contractor undertakes to promptly inform ENEL in writing and to follow its reasonable instructions, which shall be given after consultation and assessment of the requirements pointed out by the Contractor.

29.1.7 The Contractor (if it is a natural person) by signing the Contract, declares:

- a. that the Contractor does not hold, within the ENEL Group companies, any senior management office (such as director, senior manager with strategic duties), nor the Contractor is an employee of the company or an auditor of the ENEL Group;
- b. that no family members/relatives within the second degree / spouse not legally separated / domestic partner/spouse or children of his/her partner/bound to him/her by blood, marriage or otherwise are employed in one of the ENEL Group companies;
- c. that the Contractor as well as his/her family members (spouse not legally separated or first-degree relatives) did not hold, in the last 24 months, nor are currently holding any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding concessions, control activities, etc.).

The Contractor (if it is a legal person⁴), by signing the Contract, declares that as a result of the knowledge of its company structure, none of the persons belonging to its governance, management or supervisory bodies (including trusts):

- a. is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key roles in the ENEL Group companies, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or a dependent person (whether by kinship or marriage) of the aforementioned members;
- b. is an employee of an ENEL Group company, nor is a relative within the second degree of kinship or by marriage, spouse, partner, child of a spouse or partner, or a dependent person (whether by kinship or marriage) of such employee.
- c. Held, in the last 24 months, or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), any office in the Public Administration or in public services bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of concessions, control activities, etc.).

29.1.8 The Contractor undertakes to inform ENEL of any change occurred to the information declared before the signature of the Contract, when or after the Contractor holds the active status of Contractor.

Health and Safety.

29.1.9 In ENEL, no work can be done compromising health & safety and/or environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior shall determine the suspension of work and the restoration of health, safety and/or environmental conditions.

29.1.10 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environmental protection. Such commitment is further detailed in the "Declaration of Commitment to Health and Safety", the "Stop Work Policy" and the "Environmental Policy", available at the following addresses:

<https://globalprocurement.enel.com/es/documentos> , under the section "Other useful documents" and

<https://globalprocurement.enel.com/es/documentos/documentacion-salud-y-seguridad> and

<https://corporate.enel.it/en/company/policy-environmental-enel>

29.1.11 The Contractor acknowledges ENEL's commitment in promoting and consolidating a culture of health, safety and environmental protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, as well as to ensure that its Subcontractors, Subsuppliers, Third parties engaged by the Contractor and its whole supply chain comply therewith.

Integrity Clause

- a) By submitting the bid and/or accepting the Contract, the Bidder/Contractor⁵ declares

⁴ Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

⁵ The Legal Representative of the Company in his/her own right and on behalf of (a) the owner and the technical director, in the case of individual companies; (b) the partners and the technical director, in the case of business partnerships; (c) the general partners and the technical director, in the case of limited companies; (d) the managers

- to acknowledge the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter "ENEL"), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
 - ⁶ that to the best of its knowledge, the Bidder/Contractor is not subject to any criminal proceedings in relation to tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
 - ⁷ that the Bidder/Contractor is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
 - to be aware and to authorize - for the purposes of assessing the professional conduct of the declarant and of the relevant Company, according to the second and third paragraph above - that ENEL may independently collect additional information, in order to assess the accuracy of the statements made, considering the necessary existence of duties of loyalty for the Company involved.
- b) The Bidder/Contractor undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 1) If the Bidder/Contractor becomes aware of the opening of any criminal proceedings, referred to in the second paragraph of letter a) above;
 - 2) If the Bidder/Contractor becomes aware of the opening any criminal investigation, referred to in the third paragraph of letter a) above.

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

29.1.13 Compliance with Anti-corruption regulations and Prevention of Crimes and Frauds.

29.1.14 In addition to the Anti-corruption regulations and principles, the Contractor shall start the applicable legal proceedings against any offense affecting the Contractor as injured party or legitimate plaintiff, and the Contractor shall not start any legal proceedings in the name or on behalf of ENEL.

29.1.15 The Contractor's installations shall be under its care and responsibility, therefore, the Contractor shall ensure that the applicable minimum standards set out by the applicable legislation are met, and the Contractor shall: carry out safety studies, define the plans for environmental risk treatment or remedy to which its personnel, as well as its properties and/or ENEL's properties under its custody, either provisionally or permanently, may be exposed.

29.1.16 Furthermore, the Contractor shall arrange and implement with the competent bodies and authorities, the safety measures required to ensure safety of its personnel and installations, as well as of any property under its responsibility, and the Contractor shall record the technical or commercial operations on the platforms and systems specified by ENEL for the prevention of crimes and frauds.

29.4.6 International sanctions and export control.

29.4.6.1 Each Party represents and warrants to the other Party that, to the best of its knowledge, after due inquiry, at the execution date of the Contract, neither such Party nor any of its officers, members of its governing body, shareholders owning at least a 5% interest in the Party's company or in any company of which such Party owns at least 50 % or is otherwise controlled by such Party, or is under common control by the ultimate parent company, are (i) subject to Sanctions, or (ii) are involved in any activity, or have been previously involved in any activity, which may expose them to Sanctions. For the purposes of this section, the term "Sanctions" refers to all the applicable economic or financial sanctions or trade embargos imposed or enforced in accordance with the laws, regulations, executive orders, restrictive measures or other related rules publicly issued or notified by: (i) the United Nations; (ii) the European Union; (iii) the United States government, including those established by the U.S. Department of the Treasury's Office of Foreign Assets Control; (iv) the UK Her Majesty's Treasury.

29.4.6.2 Each Party undertakes to fully comply with all the legal requirements related to Sanctions with regard to the performance of the Contract.

29.4.6.3 Each Party undertakes to maintain in effect and enforce policies and procedures designed to prevent the application of any Sanctions and to promptly notify in writing to the other Party the opening of any proceedings that may lead to the imposition of a Sanction and, in any case, the application of any Sanctions throughout the term of the Contract.

29.4.6.4 Furthermore, the Contractor represents that, to the best of its knowledge, after due inquiry, its Subcontractors, Subsuppliers, Third Party engaged by the Contractor and its entire supply chain, are not subject to any Sanctions and the Contractor shall promptly notify in writing, in accordance with clause 6 "COMMUNICATIONS" of these General Conditions, to ENEL any circumstance in its knowledge concerning the application of any Sanctions throughout the term of the Contract against its Subcontractors, Subsuppliers, Third Parties engaged by the Contractor

holding powers of representation, the technical director and the single member (natural person), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, **of the Company where they perform their office** and, where applicable, **on behalf of the Parent Company and of the** (e) owner and the technical director, in the case of individual companies; (f) the partners and the technical director, in the case of business partnerships; (g) the general partners and the technical director, in the case of limited companies; (h) the managers holding powers of representation, the technical director and the single member (natural person), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, **of the Parent Company**.

⁶ In relation to the Bidder/Contractor and the persons listed in point 3

⁷ In relation to the Bidder/Contractor and the persons listed in point 3.



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and its entire supply chain.

29.4.6.5 In the event that the Contractor or any of its Subcontractors and/or Subsuppliers, Third Parties engaged by the Contractor or any operator belonging to its supply chain, are subject to a Sanction during the term of the Contract, or if the Contractor provides unfaithful representations under this clause, ENEL may terminate the Contract upon a prior written notice of 7 calendar days. In the last case, the Contractor shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.

29.4.6.6 In such cases of termination, the Parties may negotiate in good faith in order to mitigate, to the extent applicable, any loss or damage related to the Sanctions or arising therefrom, within the notification period for termination. Should the Parties fail to reach an agreement within 7 calendar days from the notification of termination, the Contract shall be automatically terminated, without prejudice to any other remedy available to ENEL in accordance with the applicable Law or the Contract.

29.4.7 COMPLIANCE WITH REGULATIONS ON ANTI-MONEY LAUNDERING AND COUNTERING THE FINANCING OF TERRORISM.

29.4.7.1 The Contractor undertakes, throughout the term of the contractual relationship, to properly and transparently handle the origin and use of the goods and/or resources intended for the performance of the Contract, on the basis of the principles of integrity, efficiency, effectiveness and legality, and to comply with anti-corruption legal and statutory regulations provided by the national and international legal system, including section 433 of the Colombian Penal Code, Law 1474 of 2011 and Law 1778 of 2016, as well as any other law or regulation replacing or amending them. If the Contractor fails to fulfill these obligations or in the event the Contractor is subject to any civil or criminal sanctions, ENEL shall be entitled to terminate the Contract, and the Contractor shall not be entitled to any additional payment for damages or indemnification. Upon becoming aware of any breach or sanction, in accordance with the provisions of this clause, ENEL shall inform the Authorities thereof.

29.4.7.2 The Contractor represents that at the execution date of this document, the Contractor is not involved in any criminal proceedings for money laundering or any other similar crimes.

29.4.7.3 The Contractor represents that the Contract shall be performed in compliance with the applicable laws on countering the financing of terrorism and with the anti-money laundering regulations, including section 323 of the Colombian Penal Code, and any other applicable regulations. If the Contractor fails to fulfill these obligations or in the event the Contractor is subject to any civil or criminal sanctions, ENEL shall be entitled to terminate the Contract, and the Contractor shall not be entitled to any additional payment for damages or indemnification. Upon becoming aware of any breach or sanction, in accordance with the provisions of this clause, ENEL shall inform the competent Authorities thereof.

29.4.7.4 The Contractor shall ensure the implementation of the procedures for mitigating the risks of money laundering and financing of terrorism, as well as those related to its counterparties, which may adversely affect ENEL.

30 GOVERNING LAW.

The Contract and all the matters arising between the Parties in relation thereto or in connection therewith, shall be governed in accordance with the Colombian law, to which the Contractor and ENEL expressly submit.

31 JURISDICTION.

If there is a disagreement between Parties in relation to the interpretation of the Contract and such disagreement may not be directly settled between the Contractor and ENEL within thirty (30) days after the date on which one of the Parties notifies in writing to the other Party such disagreement, and this results into a dispute or litigation between the Parties in relation to the interpretation and/or application of the Contract, performance of the works, provision of the services or supply of the materials or equipment agreed under the Contract, or any other work, service or supply directly or indirectly connected therewith, such dispute or litigation shall be submitted to the Colombian ordinary courts.

32 MISCELLANEOUS

MANAGEMENT OF INCIDENTS AND CRITICAL EVENTS.

32.1.1 The Contractor is fully aware of and undertakes to comply and get familiar with each of its work teams, as well as with the laws, regulations and standards issued in relation thereto, with particular reference to ENEL's "Critical Events Management Policy". The Contractor may request a copy of this policy to the Contract Manager.