



General Contract Conditions Peru

E- 8th edition, valid as of 18/05/2022

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1 SCOPE.

1.1 These General Contract Conditions (hereinafter, the "General Conditions") regulate the contractual relationship between the companies belonging to the ENEL Group (hereinafter "ENEL") and its Contractors (hereinafter and jointly, the "Parties") regarding the acquisition of materials, equipment, works and services, in accordance with the Peruvian Law.

1.2 ENEL encourages a sustainable business model and places environmental, social and economic sustainability, with innovation, in the center of its corporate culture, implementing a development system based on sharing the creation of value, both inside and outside the company. ENEL pursues the achievement of the United Nations Sustainable Development Goals (SDG), it is a "Participant" member of the United National Global Compact since 2004 and, in 2020, it was confirmed as a LEAD company, thanks to its compliance with the 10 fundamental principles on human rights, labor standards, environmental protection and fight against corruption.

ENEL commits to boost social, economic and environmental sustainability, also through the contractual relationships with its contractors.

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

1.3 These General Conditions shall apply, except as otherwise agreed by the Parties, taking into account the order of precedence set out in clause "INTERPRETATION AND HIERARCHY".

1.4 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 only to those Contractors which cannot access the Website and have requested it.

1.5 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 contracts executed with the same Contractor.

2 DEFINITIONS.

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

- **Affiliate:** in relation to any 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 "controls" 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.
- **Completion Term:** period by which the Contractor undertakes to complete the Scope of Contract.
- **Duration:** period of validity of the Contract.
- **Execution Date:** date on which the Contractor performs or starts to perform the activities under the Scope of Contract. Unless otherwise provided for by the Agreement or the Contract, such date corresponds to the date of signature by both Parties.
- **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.
- **Governmental Authority:** any and all supranational, foreign, national, state, city, municipal, local or regional authorities, departments, bodies, commissions, corporations, branches, directorates, agencies, ministries, courts, tribunals, judicial or arbitration authorities, legislative bodies, administrative bodies, regulatory bodies, autonomous or quasi autonomous entities or tax authorities or any department, municipality or other political subdivision thereof, in Peru.
- **Law:** all legislation, statutes, regulations, consolidated amended texts, ordinances, codes, rules, orders, decrees, judgments, binding case law, injunctions, permits, licenses, authorizations of any legally established Governmental Authority, as the same may be amended, modified or repealed, applicable to the Contract and in force in Peru.
- **Provisional Acceptance:** conditional acceptance by ENEL of the delivery of the Scope of Contract, which shall be verified or confirmed under operational conditions within an agreed period. Such acceptance shall be given upon fulfillment 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.
- **Certificate of acknowledgment of works and services:** document that for the purposes of its effectiveness shall be signed by both of the Parties, and specifying any defect found in the work or service completed and the term for their correction by the Contractor.
- **Document of acceptance of goods:** document that for the purposes of its effectiveness shall be signed by both Parties, and specifying a list of the goods supplied and certifying their delivery.
- **Shipping authorization:** document issued by ENEL, which entitles the Contractor to ship, in full or in part, the equipment or material covered by the Contract.
- **Agreed quality:** agreement established between ENEL and the Contractor according to which the Contractor guarantees an agreed quality level.

- **Provisional Acceptance Date:** date when the Warranty Period starts based on the Provisional Acceptance.
- **Final Acceptance Date:** date when the warranty period ends upon final acceptance by ENEL.
- **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.
- **Subcontractor:** Person - including their 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:** Person - including their 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.
- **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 (or "Main Body of the Contract"): 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 between the Parties and complementing the General Conditions.
 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 works and/or services performed or provided 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 Health, Safety and Environment Essential 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 from 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.
- **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 the source, authenticity, validity 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.
- **ENEL Group:** for the purposes of this Contract, the economic group composed of all those entities that - directly or indirectly or through one or more intermediaries - control, are controlled or are under the common control of ENEL S.P.A., in accordance with the definition laid down in the Regulation on Indirect Ownership, Association and Economic Groups approved by Superintendency Resolution no. 00019-2015-SMV-01, as amended.
- **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.
- **Taxes:** any taxes or charges set out by the Law and collected by the competent Governmental Authority, as applicable to the Contract at any time during its performance.



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- **Order to Proceed:** document by which ENEL, by means of a notice, authorizes the Contractor to commence the performance of the work or service. This document may also be represented by a purchase order or another document having the same purpose to authorize the commencement of the work, supply or service.
- **Warranty Period:** period of time during which the Contractor has to ensure the proper functioning of the goods or works or services, 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 Control Plan:** document issued by the Contractor specifying the quality criteria for the verification of the fulfillment of the contractual requirements, applied to its processes, procedures and associated resources.
- **ENEL Global Procurement Portal:** ENEL Portal accessible by the Contractors to operate with ENEL on-line.
- **Inspection Point Program:** document issued by the Contractor and approved by ENEL, specifying the different inspections, tests, trials or examinations to be performed.
- **Contractor:** natural or legal person (including groups) that executes with ENEL a contract for works, services and/or supplies.
- **Preliminary Acceptance:** procedure 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 subcontractor 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 relevant 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 Subcontractors, subject to ENEL's prior consent.

3 LANGUAGE.

3.1 The language of these General Conditions is English.

3.2 Notwithstanding the foregoing, any amendment or addition to the Contract shall be made in writing and in accordance with Law.

4 EXECUTION.

4.1 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.

4.2 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.

4.3 As regards 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.

5 INTERPRETATION AND HIERARCHY.

5.1 In the case of conflict or incompatibility among the contractual documents, 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 list or Price list, any additional documents);
4. **HSE Terms.**
5. **General Conditions.**

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

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

5.4 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.

5.5 If any provision of the Contract becomes invalid or unenforceable, such invalidity or unenforceability 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 or unenforceable provision in such a way that it complies as much as possible with its original purpose.

6 COMMUNICATIONS.

6.1 Any communications between the Parties shall be made in writing, including by electronic means, at the addresses specified and according to the terms specified in the Contract. The Parties undertake to promptly notify each other 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 referred to in the Contract.

6.2 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.

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

7 ECONOMIC CONDITIONS.

7.1 Price.

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 their total value. 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 The Contractor shall provide the services, perform the works, sale or supply goods comprehensively and in accordance with the conditions set out by ENEL.

7.1.3 Without prejudice to the foregoing, all the prices shall be detailed in the Contract in the form specified therein.

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

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 pay for any material, equipment or work 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 20 % of the Contract amount. Where appropriate, the new delivery date shall be set out by mutual agreement of the Parties.

7.1.8 If the extension, modification or reduction proposed by ENEL, due to a justified reason, represents an overall increase or decrease exceeding 20 % of the Contract amount, the Contractor may accept or reject it, but in the latter case ENEL shall be entitled to terminate the Contract, and the Contractor shall not be entitled to any indemnification.

7.1.9 Where an additional work, supply or service, 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, and where feasible, on the basis of the breakdown of costs of other similar units for which a unit price exists.

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

7.1.11 Upon ENEL's request, the Contractor shall include in its offer the unit price scales, in the event that ENEL requires, during the performance of the Contract, the Contractor to perform additional works, services or supplies not originally included in the Scope of Contract (direct labor prices). Such prices, once agreed upon by the Parties and integrated in the Contract, shall include the same categories as those defined in clause 7.1.1 and 7.1.2 and shall apply where it is not possible to fix a different price or in the cases that ENEL may deem it necessary.

7.1.12 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, fees, food, lodging and travel of the Contractor's personnel shall be admitted.

7.2 Modification of prices.

7.2.1 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.

7.3 Invoicing.

7.3.1 Invoices shall be valid and accepted by ENEL if they include all the information specified in the Contract and by the Law, 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 and payment. Invoices shall include the data on the quantities of goods supplied and the services provided.

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 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.

c) General Sales Tax, if applicable.

7.3.2 If the Contractor is not domiciled in Peru, the Contractor shall issue separate invoices for the sale of goods and the provision of services, and shall specify in detail within the invoices the goods sold and/or the services provided. For the provision of services, separate invoices for each type of service subject to the Peruvian withholding tax shall be issued. Furthermore, if milestone payments are agreed, an invoice corresponding to the relevant activities carried out shall be issued for each milestone payment, in order to properly apply the withholding of Peruvian taxes.

7.3.3 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 permanent establishment of the Contractor in Peru, invoices shall be issued by such Affiliate, associated company or permanent establishment.

7.3.4 Unless otherwise set out in the Contract, invoices shall be issued in the currency specified in the Contract, or if the Contract allows for invoices in multiple currencies, each invoice shall be issued in just one currency, at the exchange rate applicable as at the Execution Date, and in compliance with the Peruvian provisions on tax settlement.

7.3.5 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.

7.3.6 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 hard copy (original) at the address specified in the Contract.

7.3.7 ENEL reserves the right to reject any invoices which do not comply with the provisions of this section. 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.

7.3.8 ENEL may dispute, in good faith, the accuracy of any invoice or any adjustment to an invoice, issued under the Contract for any arithmetic or computational error within twelve (12) days from the date from the issue of such invoice, or adjustment to an invoice. If ENEL challenges an invoice, in full or in part, or in the case of other claims or adjustments arising hereunder, the payment of the undisputed part of the invoice shall be made on its due date, and the Contractor shall be notified of the objection. Any invoice dispute or invoice adjustment shall be made in writing and specify the reason for the dispute or adjustment.

7.4 Payment conditions.

7.4.1 All payments shall be made by ENEL by bank transfer, according to the terms and within the terms set out in the Contract, subject to ENEL's written approval; otherwise, if no terms are specified, on the first mass payment day after ninety (90) days from entry in ENEL's general register or the date of acceptance of the invoice, if such date of acceptance occurs after the entry in ENEL's general register..

7.4.2 If ENEL returns an invoice to the Contractor due to a failure to meet the applicable requirements, the term for invoice payment shall be effective from the date on which the Contractor re-issues such invoice in accordance with all the requirements provided for by these General Conditions.

7.4.3 Furthermore, if ENEL authorizes an advance payment to the Contractor, its settlement shall be subject to the delivery of a letter of guarantee for the value of the advance payment. This letter of guarantee shall be issued by a first class bank included in the list provided by ENEL (issuing bank) upon request and on behalf of the Contractor (principal) and shall include the following clause: "To guarantee the advance payment to (specify the Contractor's business name), for the value of (specify the amount of the advance payment) under the Contract (specify the subject), as an irrevocable, unconditional, joint and several, immediately enforceable guarantee, without right of excussion", under which the bank undertakes to pay to the beneficiary the amount agreed between the Parties, upon simple submission of the guarantee. Any failure by the Contractor to fulfill its obligations shall entitle ENEL to enforce, at its discretion, this letter of guarantee, either in full or in part.

7.4.4 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: 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.

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

7.4.6 The payment of the invoiced price shall not imply that ENEL has acknowledged the proper performance of the Contract 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.

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

7.5 Payments Deferment.

7.5.1 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.

7.5.2 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.

7.5.3 Deferral charges, determined as above, shall be paid by ENEL together with the amount of the relevant deferred invoice.

8 TAXES.

8.1 The Contractor declares to be aware of the tax regime applicable to the services provided under the Contract. Furthermore, the Contractor declares to be aware that such tax regime may be subject to amendments. The Parties agree that no change in the tax regime shall oblige ENEL to make additional payments so that the Contractor receives the same amounts that the Contractor would have received if no change in the tax regime had occurred.

8.2 As regards payments to Contractors not domiciled in Peru for the goods, supplies, works or services received, ENEL shall withhold the taxes applicable in ENEL's country of residence and/or other taxes levied on the Contractor in any other legislation applicable to the Contract.

8.3 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. Furthermore, 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.

8.4 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 to ENEL for the application of such treaty. The Contractor shall consider the current interpretation of the country where the ENEL Group companies are located. This certificate shall be valid for 4 months in Peru. Upon expiry of each certificate, the Contractor shall deliver another valid certificate; otherwise, the benefits arising from the treaty against double taxation may not be enjoyed and the general Peruvian tax regulations shall apply.

8.5 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.

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

- a) The Contractor shall pay all the 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.
- b) The Contractor shall also pay 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.

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

8.8 If the Contractor is domiciled in Peru, the transaction may be subject to the General Sales Tax Deduction System.

9 PERFORMANCE.

9.1 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.

9.1.2 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.

9.1.3 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 without delay.

9.1.4 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.

9.1.5 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.

9.2 Inspection, tests and /or verification (checks)

9.2.1 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 (excluding 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.

9.2.2 If the Contract provides for the implementation of inspections, testing and/or checks they shall be performed as follows. Without prejudice to ENEL's inspection right referred to in paragraph 9.2.6, the Contractor shall carry out, at its own expense, all the agreed tests and inspections required pursuant to the applicable standards and administrative regulations or any other applicable regulations. The Contractor shall notify ENEL in writing of the relevant date of performance with a prior notice of at least ten (10) days. Furthermore, the Contractor shall disclose the results of the tests or checks carried out and shall include them in the certificates or protocols to be provided to ENEL, including if they have been carried out in the presence of ENEL's inspectors or representatives.

9.2.3 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 the event that 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.

9.2.4 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.

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

9.2.6 ENEL, at its discretion, may carry out tests or inspections on the materials and equipment in addition to those provided for by the Contract, at any time during their manufacturing, as well as on the execution of the contractual works or services, including the materials used by the Contractor in their performance. ENEL may carry out such inspections, through its own personnel or by means of any other person or entity appointed by ENEL for this purpose, both on the Contractor's works, premises, workshops and warehouses and on those of its subcontractors, and to this end the Contractor and its subcontractors shall grant ENEL's inspectors free access and provide them with the required assistance. If these tests are successful, the additional costs arising therefrom shall be borne by ENEL; otherwise, the costs shall be charged to the Contractor.

9.2.7 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, verifications and/or tests, as well as the documents review and the interaction among local and remote attendees.

9.2.8 In carrying out the aforesaid inspections, verifications and/or 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.

9.2.9 Successful completion 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.

9.2.10 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 a breach of the contractual obligations, including if such breach is assessed at a later stage.

9.2.11 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.

9.2.12 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 justified in accordance with the provisions of the Contract.

9.2.13 Notwithstanding the foregoing, where set out by the relevant Contracts, the inspections or tests shall be carried out in line with the Inspection Point Program prepared by the Contractor and approved by ENEL.

9.2.14 Quality Control.

9.2.14.1 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.

9.2.14.2 The Contractor shall be solely responsible for the quality 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.

9.2.14.3 Before starting the manufacturing process, or the performance of the work or service contracted, the Contractor, upon ENEL's request, shall submit for ENEL's approval a Quality Control Plan (as per ISO 10.005 or equivalent) including the Inspection Point Program, as well as the list of the applicable operations and procedures.

9.2.14.4 After submission of the Quality Control Plan, ENEL may raise reasonable objections in relation thereto within fifteen (15) working days, and the Contractor shall duly modify it, implementing the required amendments in accordance with ENEL's objections and without any extension of the period of performance specified in the Contract.

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

9.2.14.6 Upon completion of the performance of the Contract, ENEL may request the Contractor to submit for approval ENEL's approval a quality control final report, whose contents shall comply with the provisions of the Contract and of the Quality Control Plan approved.

9.2.14.7 ENEL may request the Contractor to file the technical documents required for the manufacturing of the contractual materials and equipment with a Notary. These documents shall be available to ENEL, which may use them in the case of discontinuation of the product or bankruptcy of the Contractor or of its subcontractors or suppliers.

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

9.3 Delivery and acceptance conditions.

9.3.1 Introduction.

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

9.3.1.2 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 as of the starting date of the performance of the subject of the Contract or from its date of signature or from the issue date of the Order to Proceed to the Contractor, whichever comes first.

9.3.1.3 The advance of the completion date 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 any payment in advance, in full or in part, of the price.

9.3.1.4 The completion dates may not be deferred, nor the period of performance or delivery may be extended, unless for reasons attributable to ENEL or due to force majeure.

9.3.1.5 Without prejudice to the foregoing and in accordance with the provisions of the Contract, Purchase Order or any other document applicable from time to time, the Contractor shall duly notify 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.

9.3.1.6 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 and/or terms ("Provisional Acceptance Meeting").

9.3.1.7 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, if and to the extent that such delay is not attributable to ENEL.

9.3.1.8 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 Contract. In the case of any breach of such obligation, ENEL reserves the right to terminate the Contract, without prejudice to its full right to compensation for any damages suffered.

9.3.2 Materials and/or equipment.

9.3.2.1 Unless otherwise set out below or by the Contract, 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.

9.3.2.2 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.

9.3.2.3 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, the Contractor shall bear all costs related to any work this may entail, such as: transit deviations, bridge buttresses, signs, etc.

9.3.2.4 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. The Contractor shall bear all the storage and insurance costs arising therefrom and the Parties shall mutually agree how to compensate the Contractor for the additional storage and insurance costs incurred.

All the materials and equipment shall be properly identified, accompanied by suitable information and labels in order to facilitate their acceptance at destination, as well as accompanied by a dispatch note specifying the information set out in the Contract. These documents shall include the final technical information and the tests protocols set out in the Technical Specifications, in the Contract and in the relevant technical standards, where applicable

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

9.3.2.6 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.

9.3.2.7 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:

- Number, size, weight and volume of packages shipped, specifying their content. The number of packages shall be established by differentiating between those weighing up to two tons and those weighing more than two tons.
- Information on the means of transport and transport company used, including the personal details and the phone number of the contact person.
- Date and place of making the equipment or materials available to ENEL.
- Specific conditions for the unloading and handling of equipment and materials.
- Furthermore, the Contractor undertakes to promptly inform ENEL of any situation which may modify the agreed delivery terms.

9.3.2.8 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.



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9.3.2.9 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.

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

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

9.3.2.12 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.

9.3.3 Similar works and/or services

9.3.3.1 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 the work by means of the Provisional Acceptance meeting. ENEL shall reply as soon as possible, and in any case within 30 days from the receipt of such notification. On the date mutually agreed between the Parties for the formalization of the completion of works (hereinafter 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.

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

9.3.3.3 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.

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

9.3.3.5 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 the Termination clause set out in these General Conditions.

9.3.3.6 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 pay the penalties and/or compensations arising from any damage or loss.

9.3.3.7 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.

9.3.3.8 After the expiry of the Warranty Period, the Contractor shall inform ENEL of such expiry and request the Final Acceptance. Upon receipt of the request, ENEL shall notify to the Contractor the date established for the Final Acceptance, which shall occur within thirty (30) days from receipt of the notification by ENEL.

9.3.3.9 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 Representatives shall be considered equivalent to the acceptance of the contents of the Final Acceptance Document.

9.3.3.10 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 on dispute settlement of these General Conditions or with the Contract.

9.4 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.

9.5 Transfer of Ownership and Risk.

9.5.1 Materials and/or equipment.

9.5.1.1 Unless otherwise provided for by 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 and/or any other specified location. 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.

9.5.1.2 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.

9.5.2 Works.

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

9.5.2.2 Without prejudice to 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 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.

9.5.2.3 Without prejudice to 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.

9.5.2.4 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.

9.5.2.5 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.

9.6 Default

If the Contractor fails to fulfill the obligations set out in the Contract, the Contractor shall be automatically deemed in default, without any need for notification by ENEL in accordance with the provisions of par. 1) of section 1333 of Civil Code. Default interests shall be calculated in accordance with the conventional maximum interest rate established by the Central Reserve Bank of Peru, in accordance with section 1243 of Civil Code.

9.7 Bonus

9.7.1 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.

9.7.2 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.

9.8 Records and Audits.

9.8.1 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 the 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.

9.8.2 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.

9.8.3 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.

9.8.4 Until the Final Acceptance or 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.

10.1 The Contractor may not subcontract all of its obligations arising from the Contract. However, for works, services and supplies, the Contractor may subcontract them 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, unless other limits are directly provided for by the Contract or the Law, and provided that ENEL has previously and expressly given its written authorization to such subcontracting, which may not be unreasonably withheld.

10.2 The Contractor and the Subcontractors shall be jointly and severally liable before ENEL for any failure to fulfill the contractual obligations; to this purpose, the Contractor shall submit to ENEL a document duly signed by the Subcontractor certifying the joint and several liability of the Contractor and the Subcontractor.

10.3 Under no circumstances may a contractual relationship be inferred between the Subcontractors and ENEL, and the Contractor shall always be liable for all the activities of such Subcontractors, 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 agents, consultants and workers.

10.4 The Contractor shall timely 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 companies 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 any Subcontractor regularly registers with ENEL's Global Procurement Portal.

10.5 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, services or supplies (or part thereof) 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. In these cases, the additional levels of subcontracting shall be subject to the same provisions set out in this clause for the first level of subcontracting.

10.6 The Contractor shall pay the safety costs related to the subcontracted activities, 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.

10.7 The Contractor shall comply with the rules and regulations on salaries set out by the applicable Peruvian labor laws, and the Contractor shall be exclusively liable at any time before ENEL for any breach of the labor obligations by its Subcontractors, in relation to the workers involved in the performance of the subcontracted activities, and shall relieve ENEL from any liability whatsoever.

10.8 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.

10.9 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 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.

10.10 In the cases of assignment of contractual position in accordance with clause 11 and with this clause on subcontracting, 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.

10.11 The Contractor undertakes to comply, and to ensure that its Subcontractors comply, with the requirements set out in the Contract and by the applicable Peruvian laws on subcontracting.

10.12 According to the foregoing sections, 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 for that purpose (documents, reports, free access to its plants, workshops or facilities, etc.).

10.13 ENEL reserves the right to reject any Subcontractor or assignee deemed unsuitable during the progress of works. In this case, the Contractor undertakes to terminate the subcontract.

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

11.1 The Contractor shall perform the contractual activities with its own means and resources. The Contractor may not assign, in full or in part, the Contract without ENEL's prior and express written authorization. In such a case, in accordance with the provisions of section 1437 of Civil Code, ENEL may take a legal action against the Contractor if the assignees fail to comply with their obligations.

11.2 The Contractor expressly authorizes ENEL to assign, in full or in part, its position in the Contract to any entity belonging to the ENEL Group or related thereto, and that such assignment shall only be subject to the receipt by the Contractor of a notice sent by ENEL at least 3 (three) months before the date of effectiveness of the assignment.

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

11.4 Unless otherwise agreed in 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 encumbrance, agreement and/or transaction in relation to such rights and obligations, except with ENEL's written authorization, which shall be expressly provided on a case-by-case basis.

12 THE CONTRACTOR'S OBLIGATIONS.

12.1 The Contractor's obligations arising from the Contract shall be separated from any other obligation which binds, or may bind, the Parties and such obligations shall be fulfilled regardless of any circumstance arising from another contract, agreement or arrangement.

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

12.3 The Contractor shall cooperate with ENEL and any third party appointed by ENEL 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.

12.4 The Contractor shall be fully liable for all the requirements related to 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;

- o managing and obtaining the required visas, permits, authorizations and licenses for the performance of the Contract, except for those that are under the responsibility of ENEL by provision of law;
- o 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;
- o appointing a person in the Contractor's own organization to act as a contact person to ENEL during the performance of the Contract;
- o the works required to perform the Contract with all its associated costs;

12.5 In the case of foreign Contractors, and before the start of the works or services, 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

13.1 The Contractor, under its sole responsibility, shall comply with all the laws, regulations and any other rules required by the competent authorities in relation to the Contract.

13.2 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.

13.3 If the Contractor is made up of two (2) or more legal persons or entities, regardless of the title or legal instrument executed between them for this purpose, each of them shall be jointly and severally liable with the Contractor before ENEL for any breach of the obligations, representations and warranties of the Contractor under this Contract.

13.4 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.

13.5 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.

13.6 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.

14 THE CONTRACTOR'S WARRANTIES

14.1 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;
 - are not used;
- c) that the works fulfill all the contractual requirements and are suitable for their intended use.

14.2 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 two (2) years from the date of the Provisional Acceptance Document. In the case of failure to sign such document, the period shall be effective from ENEL's approval for the delivery of the materials or equipment, as well as of the works/services.

14.3 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.

14.4 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.

14.5 The warranty shall not cover defects or faults due to (i) the misuse or incorrect use by ENEL, except in cases where the misuse or incorrect use derives from the application of the incorrect or confusing content of 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.

14.6 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 removal;
- 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 it is not 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.

14.7 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.

14.8 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, which 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.

14.9 In any case, the measures referred to in paragraph 14.6 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.

14.10 Failure by the Contractor to comply with the obligations set out in this clause, shall entitle ENEL to perform them - with 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 set out 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, or if no penalties are specified, to apply those referred to in paragraph 15.2 of these General Conditions.

14.11 In the aforementioned 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.

14.12 Spare parts shall also be subject to the abovementioned warranty.

14.13 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.

14.14 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

15.1 Notwithstanding the provisions of clause "TERMINATION", any failure by the Contractor to meet the delivery dates, either in full or in part, as well as any other breach of the obligations set out in the Contract, shall entitle ENEL to apply a penalty, which shall not be construed as an indemnification, and ENEL reserves the right to claim compensation for any damage or loss arising therefrom, including additional damages as set forth in section 1341 of Civil Code.

15.2 Unless otherwise specified, the penalty for delay in the delivery of materials or equipment, or in their repair, shall be 0.5 % of the total amount of the Contract for each calendar day of delay.

15.3 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.

15.4 The amount of the penalties shall not exceed 10 % of the total amount of the Contract. If such limit is exceeded, ENEL shall apply the penalties and may terminate the Contract according to the applicable Law.

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

15.6 The application of the penalties shall not relieve the Contractor from properly performing the Contract to its full extent. Therefore, the Contractor shall remedy any technical deficiency detected, pay any penalty due, recover at its expenses the missed deadlines, and replace the material and equipment, or re-perform or repeat, as applicable, the works or services covered by the Contract, upon ENEL's request.

15.7 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.

15.8 The procedure for the collection of any penalty due under the Contract shall be made according to the provisions of this section.

- a. ENEL shall notify 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 issue the debit note for the amount corresponding to the penalty applied. If the Contractor fails to pay the penalties applied within the term specified in the debit note, ENEL shall be entitled to (i) set off the amount of the debit note against the amount of the outstanding invoices or future invoices issued by the Contractor, or (ii) enforce, for an amount equal to the penalties applied, the guarantees established by the Contractor, or (iii) collect the amount by any other means provided by the Contract, the

Law or these General Conditions, without prejudice to ENEL's right to claim compensation for damages or loss suffered, including additional damages.

- c. Upon enforcement of the economic guarantee, the Contractor shall re-establish the guarantee for the same amount provided before such enforcement, according to the provisions of section "Economic Guarantee" of these General Conditions.
- 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 set off the total amount of the penalties not covered by means of the guarantee against the amount of the outstanding invoices or future invoices issued by the Contractor, without prejudice to the return of the same as specified above.

15.9 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.

15.10 Notwithstanding the foregoing, ENEL may evaluate the application of exceptions to penalties, without undertaking any obligation. The result of such evaluation may be the confirmation of the penalty or its ineffectiveness.

16 SUSPENSION, WITHDRAWAL, AND TERMINATION.

16.1 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, and the Contract term shall be extended for the duration of the suspension, except as otherwise specified by ENEL.

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 environment 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.

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 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.

16.1.6 In the case of any other failure by the Contractor to perform its contractual obligations, ENEL shall be entitled to exercise the rights granted under the Law and the contractual documents, including, without limitation, suspension of payments, termination of the Contract, enforcement of guarantees, among others. If, under a certain situation of contractual default of the Contractor, ENEL fails to exercise any of such rights, this in no way implies the approval or validation of the situation of default of the Contractor, or any authorization or precedent for its repetition, reserving ENEL the right to, at its discretion, exercise such rights whenever it may deem it convenient.

16.2 Withdrawal.

16.2.1 ENEL may withdraw from the Contract at any time and regardless of the progress of 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.

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

16.3 Termination.

16.3.1 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 any other type of legal issues, 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 to not 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) verification 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 grounds 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 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) 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.
- r) ENEL may terminate the Contract if the Contractor is involved in bankruptcy or insolvency proceeding, such as to prevent, or substantially affect, the proper performance of the works, supply or service under the Contract.

16.3.2 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 to 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.

16.3.3 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.

16.3.4 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.

16.3.5 If, in a certain situation of contractual default of the Contractor, ENEL fails to exercise any of such rights, this in no way implies the approval or validation of the situation of default of the Contractor, or any authorization or precedent for its repetition, reserving ENEL the right to, at its discretion, exercise such rights whenever it may deem it convenient.

16.3.6 Without prejudice to the foregoing, ENEL may terminate the Contract at any time and without cause by notifying the Contractor thereof, with an advance of at least thirty (30) calendar days from the proposed termination effective date. The termination shall not give rise to any payment obligation, indemnification or any other similar obligation to the benefit of the Contractor.

17 FORCE MAJEURE.

17.1 The Contract shall be subject to the concept and definition of force majeure as specified in the Law regulating the Contract. Neither Party shall be liable for the breach of its obligations if the performance is delayed or may not be carried out due to force majeure.

17.2 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.

17.3 The Party affected by a force majeure event shall notify in writing 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 a cause of force majeure.

17.4 The other Party shall reply in writing, either accepting or reasonably refusing the cause, within ten (10) calendar days from the receipt of the afore mentioned notification. The absence of a response from the notified Party within such term shall be understood as an acceptance of the force majeure invoked.

17.5 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.

17.6 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

18.1 The Contractor shall have suitable professional, technical, administrative and support personnel for the performance of the contractual service, at its own care and under its responsibility, and the Contractor guarantees its suitability, competence and know-how for its proper performance.

18.2 The Contractor undertakes to provide at any time suitable and qualified human resources for the performance of the subject of the Contract, according to the highest quality standards specified therein. In this regard, the Contractor shall adopt all the preventive measures required to prevent any service downtime and, if any downtime should occur, to continue the provision of the service with the same efficiency. The Contractor, in its quality as the exclusive employer of the workers employed in the performance of the contractual service, shall exercise full control over its personnel and shall strictly comply with the applicable legal, regulatory and administrative provisions in relation to labor and social security, as well as any other provisions arising from its status as employer.

18.3 The Contractor shall provide the service with full technical, operating and financial autonomy, using for its performance its own equipment, tools, resources or items required for the satisfactory provision of the service, without being bound by schedules or additional obligations other than those specified in the Contract. In this regard, the Contractor shall be fully liable for the suitability, quality and performance of the contractual service.

18.4 As a result of the Contractor's independence and autonomy in the provision of the service agreed under this Contract, ENEL shall not be liable in any manner whatsoever in relation to the personnel employed by the Contractor, either directly or indirectly, since they, as set out in this document, are not involved in any employer-employee relationship with ENEL.

18.5 The service shall not be performed by persons employed by the Contractor under service agreements, professional fees or other similar agreements or contracts, including youth internship or apprenticeship. This means that the Contractor shall hold its personnel on the payroll under the private business labor regime.

18.6 ENEL may request, at any time, and the Contractor shall submit, the payrolls and any other documents suitably certifying the fulfillment of the legal, labor, tax and social security obligations arising on the Contractor in its quality as the employer of all the persons involved in the performance of the service.

18.7 The Contractor shall timely and duly pay salaries, social benefits, social security contributions, insurances, taxes, etc. in relation to its workers and provide, at any time upon ENEL's request, the original and the copy of the payment receipts confirming the fulfillment of the social security obligations and the payment of allowances and holidays, payrolls, balances of compensation for service time rendered (CTS), social security contributions, insurances, taxes and other labor-related documents certifying the fulfillment of the labor and social security obligations; these documents shall be delivered to ENEL through the relevant platform made available by ENEL, within the term specified by ENEL.

18.8 The verification carried out by ENEL shall not entail any direct or indirect responsibility for ENEL in relation to such obligations, for which the Contractor shall be exclusively liable. Furthermore, the Contractor undertakes to upload on a monthly basis the documents certifying the fulfillment of the labor law and tax obligations on the system made available by ENEL, in accordance with the provisions of ECC-01 (Specifications on labor control for work contractors and service providers).

18.9 The Contractor shall defend, at its own cost, any claim, either actual or threatened, made by its employees, the competent authorities or other third parties, against ENEL to the extent that such claim is based on a breach by the Contractor of its labor law, social security and occupational risks prevention obligations. The Contractor shall indemnify ENEL and its affiliates from any claim arising from the circumstances referred to in this section.

18.10 If ENEL decides to assume its own defense, the Contractor shall reimburse all the expenses, including, without limitation, the professional fees, rates, etc. incurred by ENEL in relation thereto.



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18.11 In any case, the Contractor shall bear all the expenses, interests, fines, charges, costs, rates, professional fees, etc. incurred by ENEL as a result of a claim by the Contractor's employees or former employees or arising from proceedings initiated by any authority.

18.12 If ENEL has to pay any amount to the personnel of the Contractor and/or its beneficiaries, or any fine imposed by the administrative or judicial authorities, or any sum to a State office or department or to a private pension fund or any other amount in relation to bonuses, contributions and/or benefits, etc. which are under the Contractor's responsibility, these payments shall be reimbursed by the Contractor, including the applicable legal interests, costs and other expenses incurred by ENEL as a result of these payments.

18.13 The provisions of this section shall also apply to any action brought by a Contractor's subcontractor, in the case of authorized subcontracting, and ENEL shall be subject to the obligations specified above.

18.14 If the Contractor fails to make the payments referred to in the previous paragraphs, ENEL shall be fully entitled to set off such amounts by applying withholdings, deductions or direct compensation against any payment due to the Contractor in relation to the performance of this Contract or to any other contract entered into between ENEL and the Contractor.

18.15 The above shall apply without prejudice to ENEL's right to terminate the Contract and to claim from the Contractor the relevant compensation for any damage or loss suffered. Furthermore, in relation to the defense submitted by ENEL before the administrative authorities for fines and/or sanctions received by ENEL, the Contractor shall be exclusively liable for ensuring that the fines and/or sanctions imposed on ENEL are canceled or, however, decreased to the maximum possible extent.

18.16 Without prejudice to the foregoing, the Parties agree that, if the final administrative ruling provides for the payment of the imposed fine and/or sanction, this may not be challenged in court, and the Contractor undertakes to pay the relevant amount or to accept the compensation agreed under this section.

18.17 The Contractor shall be exclusively liable for any damage, injury or any other event arising as a result of the accident or death of any of its employees occurred due to the performance of the service, either inside or outside ENEL's facilities.

18.18 The Contractor shall provide all its personnel employed in the provisions of the service with an insurance, covering all risks related to the performance of their work, taking out liability, dishonesty and personal injury insurance policies, as well as the Supplementary Insurance for Hazardous Works, health and pension insurance (disability, death and funeral), and shall implement all the required safety measures to avoid and prevent any type of accident. The insurance policies shall be effective until expiry or termination of the Contract.

18.19 The Contractor shall strictly comply with the laws on Occupational Health and Safety, as well as with the administrative and regulatory provisions arising therefrom, ensuring the health and safety of its employees. Furthermore, the Contractor shall train its personnel on the safety procedures set out by the applicable electrical industry standards in relation to the service.

18.20 Therefore, the Contractor shall submit, upon inspection of the Labor Administrative Authority, all the supporting documents to certify the proper fulfillment of its labor obligations.

18.21 If the Contractor reports a serious or fatal accident within the framework of this document or any other contract in force between the Contractor and ENEL or any company of the ENEL Group, ENEL shall be entitled to stop the contractual service and to terminate the Contract.

18.22 If the service requires the Contractor to be liable, on its own behalf and at its risk, of an integral part of ENEL's manufacturing process, the Contractor shall comply with all the obligations set out by Law no. 29245, regulating outsourcing services, Legislative Decree no. 1038 and any other applicable laws or regulations, either current or future, which include:

- Maintaining during the term of the Contract each of the requirements and characteristics applicable to an outsourcing company that provides integral and autonomous services.
- The inclusion in payrolls of all the personnel that provide services related to this Contract and ensure the same conditions in the case of a subcontracting.
- The full and timely payment of all its labor and social security obligations within the legal terms.
- The services to be rendered shall not be performed by persons hired under service agreements, professional fees or other similar agreements or contracts, including youth internship or apprenticeship.
- Respect for the exercise of the labor rights of its employees.
- Information to its employees and to ENEL's personnel about the services to be provided, in accordance with the applicable regulations.
- The registration as an outsourcing company with the Ministry of Labor.

18.23 Any other obligations arising from the applicable regulations by virtue of its status as an employer and other regulations that may be issued subsequently.

18.24 Therefore, the Contractor shall submit, upon inspection of the Labor Administrative Authority, all the supporting documents to certify the proper fulfillment of its labor obligations as an outsourcing company.

18.25 In relation to the fulfillment of its obligations under the Contract, the Contractor shall be exclusively liable for any damage, either of a contractual or extra-contractual nature, as well as for the physical integrity of its personnel or third parties, damages to ENEL's or third parties' facilities, any penalty or sanction imposed by an authority in connection with the works, any cost and/or expense related to the payment of the applicable indemnifications due as a direct or indirect result of the damage caused.

18.26 The Contractor and its subsuppliers and subcontractors shall be jointly and severally liable in relation to the foregoing.

18.27 Except in the case of act of God, force majeure or acts of third parties, the Contractor shall be strictly liable for any damage caused by any delayed performance of, or failure to perform, its obligations.



18.28 The application of penalties shall not limit ENEL's right to claim compensation for any additional damage suffered. The Contractor declares to know and undertakes to fulfill all of its labor law, social security, pension, occupational health and safety and occupational risks prevention obligations, as well as to comply with all ENEL's applicable internal regulations at any time.

18.29 Taking into account the nature of the Contract and the obligations undertaken by the Contractor, the Parties acknowledge that the Contract represents a strictly civil relationship, which is subject to the provisions of the Civil Code. Therefore, the contractual relationship shall not be construed as creating an employer-employee relationship between each of the Parties and the personnel employed by the other Party for the fulfillment of its obligations. Accordingly, within the framework of the performance of the Contract, the Parties shall not be bound by any subordination and dependence, and thus they shall have full autonomy in the fulfillment of their respective obligations.

18.30 In this regard, ENEL shall not be liable for such personnel, nor for the payment of their salaries, social benefits, social security contributions, holidays or other amounts, either related to labor or to other issues, that the Contractor may eventually owe them.

18.31 Penalties for violation of labor law aspects.

18.31.1 The penalties applicable to the Contractor have been grouped in two categories: Administrative and Operational. Without prejudice to the application of such penalties, the Contractor shall adopt the measures required to prevent the reoccurrence of such violations. However, ENEL may double the penalty in the case of repeated violations. The following levels of penalties have been established:

I : Severe.

II : Very Severe.

III: Extremely Severe, which shall have a significant effect on Security, rating of the Vendor Rating system.

18.31.2 Administrative Penalties: These are the penalties applicable for failure to comply with the administrative procedures or regulations provided for by the Contract, the service technical specifications or the detailed points of the particular conditions. The following Administrative Penalties have been established:

DESCRIPTION	APPLICATION	PENALTY
A. PENALTIES FOR ADMINISTRATIVE VIOLATIONS		
A1. Failure to fulfill labor law obligations.	For each violation.	III
A2. Subcontracting without ENEL's consent and/or use of the management model known as "Management contracts".	For each violation.	III
A3. Delay in the submission of information or documents requested by ENEL Peru, as well as any false statement included therein; this shall entitle ENEL to suspend the payment of the monthly invoices.	For each violation.	II
A4. Failure to deliver the notice of commencement of works (foreseen) to the relevant Municipalities.	For each violation.	I
A5. Complaints, fines or reports filed by police, tax and municipal authorities.	For each violation.	I
A6. Failure to renew the guarantees and/or policies before their expiry.	For each violation.	III
A7. Failure to provide the services, deliver the supplies, works and/or obligations under the Contract.	For each violation.	III

18.31.3 "For each violation" refers to a specific violation within a period agreed between the Parties or established by ENEL.

18.32 Operational Penalties.

18.32.1 These are the penalties applicable for each case of violation of the SLAs specified for each service as regards quality, productivity, etc., within the period agreed or established.

18.32.2 The following penalties have been established, which shall be deducted from the payments due to the Contractor and applied according to the severity specified in the tables detailed below:

B. PENALTIES FOR OPERATIONAL VIOLATIONS
Operations

Failure to comply with each SLA referring to Average Response Times.	For the period under assessment.	II
Failure to comply with each SLA referring to Terms.	For the period under assessment.	II
Violation of work procedures and standards (ENEL Peru, municipal, transit, OSINERGMIN, MINEM), deficiencies in the supervision, improper completion or untimely repair of sidewalks, incomplete disassembling.	For each violation.	II
B4. Failure to attend a previously coordinated and notified work.	For each violation.	II
B5. Failure to clean or improper cleaning of the work area during and after the performance of the works.	For each violation.	I
Quality of the works carried out		
B6. Failure to comply with each SLA referring to Quality.	For the period under assessment.	II
B7. Service or work rejected by applying the PCT 001 of ENEL Peru.	For each violation.	II
B8. Use of unsuitable materials.	For each violation.	I
Infrastructure and equipment		
B9. Differences in inventory.	For each violation.	III
B10. Suspended vehicle, or vehicle in bad conditions or subject to negative remarks.	For each violation.	I
Personnel		
B12. Loss of material or equipment under their care and responsibility.	For each violation.	II
B13. Failure to wear the uniform, or uniform in poor condition, worn or broken, or improper look.	For each violation.	I
B14. Lack of suitability, qualifications or integrity by the personnel employed.	For each violation.	II

18.32.3 "For each violation" refers to a specific violation within a period agreed between the Parties or established by ENEL.

18.33 Penalties

18.33.1 The penalties shall apply in accordance with the violations of type I, II or III specified in the tables above and for the amounts specified herein.

18.33.2 Without prejudice to its right to terminate the Contract and to claim compensation for any damage or loss suffered, including any additional damage, as a result of any breach or violation, including those referred to above, ENEL shall be entitled (at its own discretion) to apply the penalties specified below, notifying the Contractor thereof by registered mail with acknowledgment of receipt:

- 1 UIT (Peruvian Taxation Unit) for each violation qualified as "SEVERE" - I
- 2 UIT for each violation qualified as "VERY SEVERE" - II
- 5 UIT for each violation qualified as "EXTREMELY SEVERE" - III

18.33.3 If the violations referred to in points a) to c) cause accidents or personal injuries, ENEL reserves the right to apply (at its own discretion) an additional penalty up to 2 % of the total amount of the Contract and, however, of at least 5 UIT.

19 ECONOMIC GUARANTEE.

19.1 The Contractor shall guarantee the performance of all contractual obligations as well as the payment of damages and losses arising from the breach of the Contract. ENEL may request the issue of the Performance Guarantee, the Advance Payment Guarantee (if applicable) and the Warranty Guarantee.

19.2 The guarantee shall be submitted as a guarantee issued by a financial institution approved by ENEL and meet the requirements set out below.

19.3 The economic guarantee shall:

- be unconditional, irrevocable, joint and several, immediately enforceable and without right of excussion;
- 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.

19.4 The economic guarantee shall be issued in favor of ENEL (Beneficiary) by a first-class Peruvian Bank holding a minimum rating of: CP1 for short-term bonds; A, for Global Financial Strength; and AA, for long-term bonds; and duly authorized to issue bank guarantees in the Republic of Peru, with offices in Lima. All the guarantees issued on behalf of the Contractor within the framework of the Contract shall be irrevocable, unconditional, joint and several and immediately enforceable, without any right of excussion, and shall specify the subject of the Contract and its execution date (if possible), as well as the obligations guaranteed by means of such guarantee. Any failure by the Contractor to fulfill its obligations guaranteed under the guarantee, shall entitle ENEL to enforce, at its discretion, such guarantee, either in full or in part. In the case of partial enforcement, and if the performance of the Contract continues, the Contractor shall re-establish the guarantee within seven (7) working days.

19.5 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 the payments due to the Contractor.

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

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

19.8 Failure by the Contractor to comply with the required addition or replacement of the guarantees in accordance with clauses 19.5 and 19.7 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 guaranteed amount is reached.

19.9 ENEL may, at its discretion, use as a guarantee the withholding of the amounts invoiced by the Contractor in place of the letter of guarantee, notwithstanding the Contractor's obligation to establish the guarantee specified in paragraph 19.13 through letters of guarantee.

19.10 If the withholding of the amounts invoiced is used as a guarantee, if ENEL assesses any failure to perform the obligations guaranteed, ENEL shall inform the Contractor thereof and the Contractor shall remedy its breach within three (3) calendar days. Failure by the Contractor to remedy the breach of its obligation within such term, shall entitle ENEL, at its discretion, to enforce the guarantee, in full or in part.

19.11 If the Contractor fails to establish the agreed guarantee, ENEL shall be entitled to apply a deduction from the amounts invoiced until reaching the amount of the guarantee agreed between the Parties, without prejudice to any other remedy available to ENEL under the Contract.

19.12 Should any amendment to the terms and conditions of the Contract and/or Order to Proceed be made, the Contractor undertakes to notify in writing and request confirmation of cover to the financial institution securing its guarantees. The Contractor shall, within thirty (30) days after the signature of the Contract amendment, deliver the certificate of approval of the amendment issued by the financial institution. If the guarantee is enforced by means of withholdings, the amounts shall be also reviewed and amended accordingly.

19.13 Performance Guarantee

19.13.1 The Contractor shall deliver the Performance Guarantee upon execution of the Contract or acceptance of the Order to Proceed; however, the Contractor may not commence its activities before submitting such guarantee.

19.13.2 Furthermore, the last renewal shall exceed in twelve (12) calendar months the expiry of the period set out in the Contract or its corresponding extension addenda.

19.13.3 For materials and equipment, the guarantee shall be equal to 10 % of the Contract amount, for a period included between the execution of the Contract or acceptance of the Order to Proceed by the Contractor and the delivery of materials and equipment.

19.13.4 If the Contractor fulfills all of its obligations, the Performance Guarantee shall be returned within the term specified in these General Conditions or in the relevant Contract.

19.13.5 The letter of guarantee for the Performance Guarantee, shall include the following description: "To guarantee the proper, accurate and timely fulfillment of all the obligations assumed by the Contractor under the Contract (specify the subject), executed on (specify the execution date of the Contract) as an irrevocable, unconditional, joint and several, immediately enforceable guarantee, without right of excussion", under which the bank undertakes to pay to the beneficiary the amount covered by the guarantee, upon simple submission of the guarantee by the beneficiary.

19.14 Advance Payment Guarantee (Letter of Guarantee of advance payment)

19.14.1 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.

19.14.2 The Contractor shall deliver to ENEL this guarantee before ENEL makes the advance payment.

19.14.3 The Letter of Guarantee of advance payment 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.

19.15 Warranty Guarantee (Letter of Guarantee over the technical warranty period)

19.15.1 If provided for by the Contract, and unless the Contract sets out a different percentage, the Contractor shall deliver to ENEL a first demand letter of guarantee for an amount equal to 5 % of the price of the Contract, as a guarantee for the Contractor's obligations during the technical warranty period.

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

19.15.3 The letter of guarantee over the technical warranty period shall be returned to the Contractor within one (1) month from the expiry of the technical warranty Period.

19.16 Letter of Guarantee for fulfillment of labor obligations

19.16.1 The Letter of Guarantee for fulfillment of labor and social security obligations for Contracts entailing Labor Intermediation services is a guarantee in addition to that specified in the previous paragraph.

19.16.2 In the case of Contracts for labor intermediation services, the Contractor shall deliver a letter of guarantee for fulfillment of labor and social security obligations, upon execution of the Contract, for an amount equal to the value of the monthly pay slips of the personnel involved in the provision of the service, valid for one year, and the last renewal shall exceed of twelve (12) calendar months the expiry of the term set out in the Contract or its corresponding extension addenda.

20 INSURANCES.

20.1 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 or third-party agents - specified in the Contract and undertakes to take out adequate insurance policies at its own expense, in relation to the risk, and with financially stable and renowned insurance companies, 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 date 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 activities under Contract. In all circumstances, ENEL shall not be liable for any causes attributable to the Contractor.

20.2 Furthermore, 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. The Contractor shall also 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.

20.3 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.

20.4 The above policies shall include a provision obliging the insurance company to pay ENEL directly. The limits of the insurance policy shall cover damaging events subject to claims received within the period of performance of the Contract and/or after the Warranty Period.

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

20.6 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 Contractor's obligation to pay compensation for the damages suffered by ENEL.

20.7 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 completion of the contractual works and/or services, the Contractor undertakes to review and amend the insurance coverage according to the requirements of the Contract.

20.8 Furthermore, 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 applicable law, for the entire duration of the Contract.

21 INTELLECTUAL PROPERTY.

21.1 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.

21.2 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.

21.3 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.

21.4 The Contractor is responsible for obtaining 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 duty, rate, compensation, remuneration, charge and/or 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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.

21.10 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 attached to the Contract, its own Background IPRs which are relevant to the performance of the Contract. Therefore, if the Contractor wishes to use these Background IPRs for the performance of the Contract, any Foreground IPRs 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 within 30 (thirty) days after the expiry or termination of the Contract.

21.11 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.

21.12 Failure by the Contractor to comply with the intellectual and industrial 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.

21.13 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.

22.1 "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.

22.2 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.

22.3 Confidential Information shall not include any 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.

22.4 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.

22.5 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.

22.6 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.

22.7 Each of the Parties:

- 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 they 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.

22.8 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 destruction, unauthorized use, access or reproduction. In the case of Confidential Information classified as “strictly confidential” by ENEL, such handling and storage techniques and practices for logical and physical data shall be expressly agreed and authorized by ENEL. After expiry or termination of the Contract, the receiving Party shall return the data, documents and information provided by the other Party or in its possession for the performance of the contractual activities, and shall destroy all the relevant copies, 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.

22.9 The Parties shall ensure that Confidential Information is not disclosed during the performance of the Contract and for five (5) years after its expiry or 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 specified 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.

22.10 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.

22.11 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 case of a breach of the confidentiality obligations, any of the Parties may also decide to terminate the Contract

22.12 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. If required by the disclosing Party, 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.

22.13 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.

22.14 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.

22.15 Cyber Security.

22.15.1 The Contractor may access ENEL's IT system only if duly authorized by ENEL. The Contractor is responsible for the activities performed on 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 under any circumstance;
- 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 email 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.

22.15.2 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 shall apply to the Contractor.

22.15.3 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.

22.15.4 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 Contractor's personnel.

23 PROCESSING OF PERSONAL DATA.

23.1 If the Contractor, for the performance of the Contract, access to personal data included in databases held by ENEL, the Contractor shall comply with Law no. 29733 - Law on the Protection of Personal Data, as amended, and the provisions of this clause shall apply. However, ENEL, as the holder of databases, shall decide on the purposes, contents and use of the data processing, and the Contractor shall only use such data for the purposes related to the provision of the services under the Contract.

23.2 The databases including personal data to which the Contractor may have access during the provision of the services, shall be the exclusive property of ENEL, and the same shall apply to any other similar elaboration, evaluation, segmentation or procedure that, in relation thereto, may be carried out by the Contractor for the provision of the contractual services, and the Contractor acknowledges that they are confidential for all purposes and, accordingly, subject to strict professional secrecy, including after completion of services.

23.3 For the purposes of the Contract, the Contractor shall be the data processor, in accordance with the applicable regulations on personal data protection, and undertakes to comply with the relevant obligations arising from such position. The provision of such data by ENEL shall not be considered as a personal data transfer, as defined in Law no. 29733 - Law on the Protection of Personal Data.

23.4 The Contractor, as the data processor, shall comply with the provisions of Law no. 29733 - Law on the Protection of Personal Data and of the relevant Regulation approved by Supreme Decree 003-2013-JUS, and, in particular, the Contractor specifically undertakes to:

- a) Preserve the personal data to which it may have access during the provision of the services, implementing the legal, technical and organizational measures required, with particular reference to those set out in section 9 of Law 29733 and section 10 of its Regulation approved by Supreme Decree no. 003-2013-JUS, as well as in any other implementing provisions, in order to ensure the security of

personal data and prevent their alteration, loss, unauthorized processing or access, taking into account the state of technology, the nature of the data provided 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.

- b) Use or process the data only for the performance of the services agreed and, if applicable, in accordance with the instructions given by ENEL, which is the holder of the databases including the personal data.
- c) Refrain from disclosing or transferring, including for storage purposes, the data to other persons, including similar elaborations, evaluations or procedures referred to above, and from copying or reproducing, in full or in part, the information, results or reports on such data.
- d) If for the provision of the service an international transfer of data is required, the Contractor undertakes to previously inform ENEL, so that ENEL may request the relevant consents, failing which the Contractor may not carry out such transfers.
- e) Ensure that the personal data to which the Contractor may access are processed only by those employees who need to access the data for the provision of the services. The Contractor shall inform these employees of the security measures to be applied and of the secrecy and confidentiality obligation to be fulfilled in relation thereto, including after completion of services.
- f) Accept any control or audit reasonably carried out by ENEL for the purposes of the provision of the services.
- g) After completion of services, the Contractor shall return within fifteen (15) calendar days the personal data to ENEL, as well as any storage media or documents including such data, without retaining any copy. If the Contractor used the personal data provided by ENEL to create a log to fulfill the subject of this Contract, such log shall be destroyed.

23.5 Without prejudice to the provisions of points c) and d) above, if ENEL authorizes the subcontracting of some services to third parties, entailing that such third parties may access to the personal data referred to in this section, the Contractor undertakes, before the execution of the subcontract, to ensure that the Parties and the subcontractors execute an agreement under which the subcontractors accept to be appointed as data processors on behalf of the holder of the databases, under the same terms and conditions as those set out in this section, as well as subject to the same obligations arising from the regulations on personal data protection applicable to its role of data processor as a result of the contents of the Contract.

23.6 In the case of a failure by the Contractor, including its employees, to perform the obligations set out in the Contract or those arising from the applicable legislation on personal data protection, the Contractor shall be considered as the data controller, and shall assume all liabilities incurred by ENEL, holder of the databases, as a result of any sanction imposed by judicial or administrative proceedings against ENEL.

23.7 In accordance with the provisions of the previous paragraph, the Contractor undertakes to indemnify ENEL against any claim made (in particular, in the case a claim is lodged with the National Personal Data Protection Authority) in relation to its violation, as the data processor, of the laws on personal data protection, and the Contractor accepts to pay the amounts of any sanction, fine, indemnification, damage, loss or interest incurred by ENEL as a result of such violation.

23.8 Confidentiality of Personal Data.

23.8.1 Since in the performance of the Contract, the Contractor and ENEL may access to personal data included in databases held by the other Party, both Parties shall comply with the secrecy and confidentiality provisions of Law no. 29733 - Law on the Protection of Personal Data, and of its Regulation approved by Supreme Decree 003-2013-JUS.

23.8.2 Therefore, the Contractor and ENEL shall only use such data for the purposes related to the provision of the contractual services.

23.8.3 The Contractor and ENEL shall maintain secrecy and confidentiality on the personal data received in the performance of the Contract, including after its termination and on a permanent basis, except in those cases where the law requires their disclosure.

23.9 Security breach

23.9.1 If the Contractor processes the personal data upon ENEL's request (subcontracting of processing, cloud providers, etc.), the Contractor undertakes to report, by the channels specified by ENEL, any security incident, breach or risk occurring in the performance of its activities and which may give rise to a violation of the Personal Data Protection regulations. In particular, the Contractor undertakes to:

23.9.2 Report within two (2) working days after their occurrence, any event related to information security breach.

23.9.3 Submit a detailed report about events and incidents, which shall include, without limitation, the personal data affected, the expected impact on the rights of the data subjects, the mitigation measures.

23.9.4 Assist ENEL's team in the verification of the remedial actions implemented by the Contractor as well as of the cessation of the security breach.

23.9.5 If the Contractor fails to fulfill this obligation, the Contractor shall assume any liability incurred by ENEL as a result of any sanction imposed by judicial and/or administrative proceedings, and, accordingly, shall settle any applicable liability and/or indemnification.

24 SUPPLIER PERFORMANCE MANAGEMENT

24.1 ENEL monitors and assesses the performance of Contractors through a dedicated 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.

24.2 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 SHARING¹

25.1 "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 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.

25.2 The Parties may select this option and 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 Contract.

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

25.4 "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;
- d) any other impact on the provisions of the Contract.

25.5 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.

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

25.7 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.

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

26 GOVERNANCE.

26.1 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.

26.1.4 Decision-making process.

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.

26.2 Responsibility.

26.2.1 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.

26.2.2 Unless otherwise provided in 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.

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

¹ This clause shall only apply to Contracts which are not subject to laws banning or limiting the use of this mechanism. .

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

26.3 Without prejudice to the foregoing, **ENEL** may monitor and/or assess at any time the validity of the Contract, its performance by the Contractor, and may impose the applicable penalties.

27 KPI (KEY PERFORMANCE INDICATOR).

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

27.2 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.

28.1 Each of the Parties acknowledges the contents 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.

28.2 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:

- 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.
- c) **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.

28.3 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.

28.4 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 ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain do the same.

28.5 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 above-mentioned principles. The Contractor shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.

29 CODE OF ETHICS.

29.1 General details.

29.1.1 The ENEL Group in the conduct of its business and in the management of relationships complies with the contents of its Code of Ethics, its Zero Tolerance Anti-Bribery Plan and its Human Rights Policy.

29.1.2 The Contractor acknowledges the commitments provided for by the Code of Ethics, the Zero Tolerance Anti-Bribery Plan and the Human Rights Policy and declares that the conduct of its business and the management of its relationships with third parties refer to equivalent principles, and the Contractor shall ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply with such principles.

29.1.3 The ENEL Group in the conduct of its business and in the management of relationships with third parties complies with the provisions of the "General Principles for the Prevention of Criminal Risks". The Contractor, in the conduct of its business and in the management of relationship with third parties undertakes to comply with these principles, or other equivalent principles.

29.1.4 These principles, as well as the entire Code of Ethics are available at: www.enel.pe

29.1.5 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.

29.1.6 Furthermore, the Contractor shall comply with the applicable legislation on salary, wages, pensions and social security contributions, insurances, taxes, etc., in relation to all of its workers employed at any title in the performance of the Contract, and shall ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply therewith. In the case of any conflict between the International Labor Organization conventions and the applicable regulations, the most restrictive rules shall apply.

29.1.7 Each of the Parties undertakes to prevent any form of corruption. Therefore, ENEL prohibits to make any promise, offer or request for unlawful payments, whether in cash or other utility, for the purpose of furthering its relationships with its stakeholders and this shall apply to all of its employees. The Contractor undertakes to comply with this obligation and to ensure that all of its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply therewith.

29.1.8 ENEL reserves the right to carry out any control and monitoring activity through inspections, audits and/or requests for documentation, intended 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 the 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.

29.1.9 In the case of any failure to fulfill these obligations, ENEL reserves the right to terminate the Contract and the Contractor shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.

29.2 Conflict of interests.

29.2.1 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.

29.2.2 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.

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.).

29.2.3 The Contractor (if it is a legal person), 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.).

29.2.4 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.

29.3 Health and Safety.

29.3.1 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.

29.3.2 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"
<https://globalprocurement.enel.com/es/documentos/documentacion-salud-y-seguridad> and
<https://corporate.enel.it/en/company/policy-environmental-enel> .



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29.3.3 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, when applicable, as well as to ensure that its subcontractors, third parties engaged by the Contractor and its whole supply chain comply therewith.

29.4 Integrity Clause.

- a) By submitting the bid and/or accepting the Contract, the Bidder/Contractor declares
- to acknowledge the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter "ENEL"), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
 - 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;
 - that the Bidder/Contractor is not subject to any criminal investigations 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.

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.

29.5 Compliance with Ethical Conduct Standards, Anti-Corruption and Prevention of Money Laundering and Financing of Terrorism.

29.5.1 In relation to the obligations arising from the Contract, the Contractor represents and warrants the following:

- a) The Contractor has not infringed, and shall not infringe, the applicable laws against money laundering, financing of terrorism, corruption, as well as ENEL's directives and guidelines, available at the following link: <https://globalprocurement.enel.com/es/documentos/a201611-useful-documents.html>
- b) The Contractor has not performed, and undertakes not to perform or participate in the following conduct: making payments or value transfers, offering, promising or granting any economic or other advantage, making requests, agreements to receive or accept any economic or other advantage, either directly or indirectly, aimed at the acceptance or approval of public or commercial bribery or any other unlawful or improper means to obtain or retain a business, a commercial advantage or the improper performance of any function or activity.
- c) The Contractor acknowledges and agrees that the obligations above shall also apply to its officers, employees, members, agents, representatives, shareholders, partners, directors, executives, lawyers, consultants, suppliers or subcontractors and, in general, to all its personnel employed in the performance of the obligations set out herein.
- d) The Contractor has policies and procedures designed to prevent money laundering, terrorism, bribery or corruption in the performance of this Contract, which must be complied with by its officers, employees, members, agents, representatives, shareholders, partners, directors, executives, lawyers, advisors, suppliers or subcontractors and, in general, by all its personnel employed in the performance of this Contract.
- e) The Contractor represents that none of its companies or affiliates or main shareholders or related companies, are under investigation and/or involved in activities relating to criminal organizations, money laundering, financing of terrorism, corruption of officials, unlawful appropriation, financial fraud, tax fraud, tax evasion and avoidance. Likewise, the Contractor reaffirms the legality of its funds and financial flows, pointing out that they are the product of lawful activities carried out in compliance with the Peruvian law.

29.5.2 Furthermore, the Contractor declares that it has suitable means for the prevention of money laundering and financing of terrorism and shall take the necessary measures to carry out the verifications required in order to avoid the entry and exit of resources coming from activities related to money laundering and financing of terrorism.

29.5.3 In the event that the Contractor becomes aware of the occurrence of any of these unlawful acts that may affect ENEL in any way, giving rise to criminal, civil or reputational liability, the Contractor shall immediately inform ENEL thereof; without prejudice to the obligation of taking all necessary measures to avoid or mitigate these effects.

29.5.4 Likewise, the Contractor undertakes to provide ENEL with all the information required within the framework of internal investigations, whether these are merely preventive or when investigating facts constituting a crime, and regardless of whether these investigations are of a systematic or random nature.

29.5.5 Furthermore, the Contractor expressly undertake to provide ENEL, upon ENEL's request, with true and verifiable information to ensure compliance with the provisions set forth in this clause.

29.5.6 In the event that the Contractor fails to comply with the obligations set out in this clause or is involved in an investigation procedure and/or charged with any of the activities referred to in this clause, ENEL shall be entitled to terminate this Contract, in accordance with section 1430 of the Peruvian Civil Code, and the Contractor shall not be entitled to any compensation in relation thereto, notwithstanding the Contractor's obligation to pay any fine or sanction imposed as a direct result of the Contractor's breach of such obligations.

29.6 International sanctions and export control decisions.

29.6.1 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) 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.

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

29.6.3 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.

29.6.4 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 and its entire supply chain.

29.6.5 Should the Contractor or any of its Subcontractors, Subsuppliers, Third Parties engaged by the Contractor or any operator belonging to its supply chain, be 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.

29.6.6 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.

30 REPRESENTATIONS AND WARRANTIES

30.1 At the execution date of the Contract, each of the Parties represents and warrants as follows:

- (a) To be a company duly incorporated and existing under the laws of the Republic of Peru or of the country where it is established, and that such Party has all the permits, authorizations, licenses, powers and rights required to (i) carry out its activities and operations; (ii) conducts its business; (iii) own properties; and (iv) assume and perform the obligations under the Contract.
- (b) That the execution and performance of the Contract are included in its corporate purpose, have been duly authorized by the relevant corporate bodies and do not infringe or violate (i) its bylaws; (ii) any law, decree, regulation or other legal rules; (iii) any applicable order, judgment, award or decision, whether issued by a judge or a judicial, arbitration or administrative court, or by a regulatory or administrative body, which has been communicated and notified to such Party; or (iv) any agreement, promise, instrument or commitment.
- (c) That no authorization or approval is required by any governmental authority for the execution and performance of the Contract; or that, if any authorization or approval is required, they have been issued and notified to such Party.
- (d) That the terms and conditions of the Contract are valid and enforceable.
- (e) That such Party is not in breach of any rule, contract, judgment, award or order which gives rise, or may reasonably give rise, to a "material adverse effect". For the purposes of this clause, a "material adverse effect" is any effect caused by an event that adversely and substantially affects (i) the Contractor's financial and/or economic conditions, operations, business, properties; (ii) ENEL's right or remedies under the Contract; or (iii) the legality, effectiveness, validity or enforceability of the Contractor's obligations under this Contract.
- (f) That such Party is not aware of any judicial, arbitration or administrative action, claim or proceeding against such Party that affects or may affect the validity, effectiveness or performance of the Contract.
- (g) That none of the information or documents provided to the other Party during the negotiation of the Contract contains any false or misleading information on the relevant Party.
- (h) That such Party substantially complies with the labor and tax laws related to the obligations under the Contract.
- (i) That such Party has the technical, economic and financial capacity to assume and perform the obligations arising from the Contract and from each Complementary Contract.

30.2 Without prejudice to the foregoing, at the execution date of this Contract, the Contractor represents and warrants that the Contractor has the financial, technical, material and human resources, as well as suitable equipment and technology, to perform each of the activities and works related to the contractual services.

30.3 The Parties hereby certify that the representations and warranties above are accurate, true, appropriate and correct. The Parties acknowledge that the accuracy and veracity of the representations and warrants is a condition precedent to the execution of the Contract.

31 AUDITS

31.1 ENEL shall be entitled to carry out audits of the Contractor, in order to assess the following:

- a) The conditions under which the Contractor provides the service.
- b) The facilities and the resources used by the Contractor for the provision of the service.
- c) The Contractor's licenses.
- d) The Contractor's compliance with the contractual terms and conditions.
- e) The Contractor's corporate, labor, tax, legal, economic and financial situation.

31.2 ENEL's audits shall be subject to the applicable confidentiality rules.

31.3 For this purpose, the Contractor shall grant ENEL access to the facilities, systems, information and documents used only by the Contractor for the provision of the services.

31.4 ENEL shall inform the Contractor of its decision to start the audit procedure with a five (5) calendar days written notice.

31.5 The Contractor shall ensure that ENEL has the same rights as the Contractor's subcontractors for the purposes of performing the audits.

31.6 For the performance of the audits, ENEL shall have access to the facilities used by the Contractor for the provision of the service.

32 GOVERNING LAW AND DISPUTE SETTLEMENT

32.1 The Contract and all the matters arising between the Parties in relation thereto or in connection therewith, shall be governed exclusively by proceedings held in accordance with the provisions of this clause and, for any matter not specifically referred to herein, by the Peruvian Law, to which the Contractor and ENEL expressly submit.

32.2 Any conflict or dispute (hereinafter, a "Dispute") arising between the Parties in relation to the construction, execution, performance or any other issue connected with the existence, validity or termination of the Contract, shall be directly settled by mutual agreement of the Parties within thirty (30) calendar days from the date on which one Party notifies in writing to the other the existence of a Dispute (the "Direct Settlement Term")

32.3 Should the Parties fail to settle the Dispute within the Direct Settlement Term, the Dispute shall be automatically submitted to an arbitration procedure held in accordance with the provisions of this clause and, for any matter not covered by this clause, by the Rules of Arbitration (the "Rules") of the Arbitration Center of the Chamber of Commerce of Lima (the "Center"), with the additional application of Legislative Decree no. 1071 regulating arbitration, or any laws or regulations replacing it. The application of the Rules of the Center shall not imply the submission of the arbitration to the administration of the Center; therefore, the Parties agree that this shall be an *ad hoc* arbitration, held by the arbitrator or the arbitration court, as applicable.

32.4 The disputes for a value lower than or equal to US \$ 50,000.00 (fifty thousand United States Dollars) shall be settled by arbitration in law, held by one (1) arbitrator (the "Arbitrator"), who shall be appointed by mutual agreement between the Parties, subject to the rules of the Center and in accordance with the provisions of the previous paragraph. Should the Parties fail to reach an agreement on the appointment of the Arbitrator, the provisions of the Rules of the Center shall apply.

32.5 The disputes for a value higher than US \$ 50,000.00 (fifty thousand United States Dollars) shall be settled by an arbitration court composed of three (3) arbitrators. Each Party shall appoint one (1) arbitrator within fifteen (15) days from the arbitration application, or any appeal thereto, as applicable. The third arbitrator, who shall act as the chairman of the arbitration court, shall be appointed by mutual agreement of the two (2) arbitrators appointed by the Parties within thirty (30) days from the appointment of the last arbitrator. If any of the Parties fails to appoint its arbitrator within the term specified herein, such arbitrator shall be appointed, upon request of each of the Parties, by the Center. If the two arbitrators appointed by the Parties fail to appoint the third arbitrator within the term specified above, the appointment shall be made, upon request of any of the Parties or of the appointed arbitrators, by the Center.

32.6 The arbitration shall be conducted in Lima, Peru and shall be held in Spanish.

32.7 The arbitration award issued and duly notified shall be final and indisputable, shall have the status of *res judicata* and shall be enforceable and complied with upon notification to the Parties. The Parties, to the maximum extent allowed under the applicable law, waive their right to file any appeal against the arbitration award, except for the appeal for the annulment of the award provided by Legislative Decree no. 1071 regulating arbitration, or any laws or regulation replacing it.

32.8 The admission of the appeal for annulment and the suspension of the effects of the award shall be subject to the establishment of a joint and several and unconditional bank guarantee in favor of the prevailing Party, for an amount set out by the arbitrator or the arbitration court in such award.

32.9 If the annulment appeal is rejected, the Parties that has not filed the appeal shall be entitled to enforce the guarantees established by the other Party.

32.10 The fees of the arbitrator and of the arbitration court, including their administration fees, shall be fixed by the arbitrator or the arbitration court, as applicable, without exceeding the limit set out by the Center for the arbitration proceedings managed by such institution, in accordance with the Table of Fees approved by the Center and applicable as at the date of commencement of arbitration, taking into account the amounts of fees and administrative charges set out in the Arbitration Fees List of the Center.

32.11 In order to establish the arbitration and administrative fees, the amount of the Dispute shall be determined taking as a basis the economic value of the damage invoked by the challenger.

32.12 If the arbitration refers to matters that may not be expressed in monetary terms, the arbitrator or the arbitration court shall fix their fees according to the complexity of the issue, without exceeding the professional and administrative fees set out in the Arbitration Fees List of the Center.

32.13 The expenses incurred by the Parties for the arbitration shall be borne by the losing Party.



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32.14 Without prejudice to the foregoing, the Parties shall submit the settlement of any non-arbitration Dispute to the jurisdiction of the Courts of the Judicial District of Lima, hereby expressly waiving the jurisdiction of their domiciles.

32.15 Pending award of any arbitration procedure held in accordance with this clause, the Parties shall continue the performance of their contractual obligations.

32.16 For any intervention by the ordinary judges and courts required in accordance with Legislative Decree no. 107, the Parties expressly submit to the jurisdiction of the judges and courts of the Judicial District of Lima.