



## General Contract Conditions Argentina

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## **1 SCOPE**

1.1 These General Conditions regulate the contractual relationship between ENEL and its Contractors regarding the acquisition of Goods, Works and Services in the Argentine Republic.

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

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

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

1.3 These General Conditions shall apply, without prejudice to any other agreement to the contrary, taking into account the order of precedence set out in clause 5 of these General Conditions.

1.4 The Agreement shall specify the Website where these General Conditions may be consulted, without prejudice to ENEL's right to send, upon request, an electronic/paper copy to those Contractors which cannot access the Website.

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 contract 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.
- **Shipping authorization:** document issued by ENEL, which entitles the Contractor to ship, in full or in part, the Goods covered by the Contract, after the proper completion of the Preliminary Inspection.
  - **Goods:** products, equipment or materials purchased by ENEL from the Contractor under the relevant Contract.
  - **Force Majeure:** the meaning laid down in clause 17 shall apply.
  - **CLA:** Collective Labor Agreement.
- **Certificate:** document issued by ENEL, by which ENEL agrees to the invoicing of a part of the price of the Goods, Work and/or Service actually carried out.
- **General Conditions:** this document, that sets out the general terms and conditions governing the purchase of Goods and the performance of Works and Services contracted by ENEL.
- **Particular Conditions:** the document that ENEL may issue in relation to any particular contract, providing the specific terms and conditions of contract.
- **Contract:** the agreement by which the Contractor undertakes to supply Goods and/or perform Works and/or Services to ENEL, regardless of the means of implementation, including, without limitation, purchase orders, offer letters, etc., as well as any other document attached for this purpose as an annex thereto, including the technical-economic documents, the HSE Terms and any other document related to the Contract.
- **Schedule:** document establishing the deadlines of the main activities to be performed by the Contractor to fulfill the contractual services. Such Schedule shall specify the start and end dates of each activity, which shall be complied with by the Contractor. The Schedule shall meet the Period of Performance and may not be modified without ENEL's prior written authorization.
- **Contractual Documents:** jointly the General Conditions, the Particular Conditions of Contract (if any) and the Contract.
- **ENEL:** the Argentine company belonging to the ENEL Group that enters into the contract for the purchase of Goods and/or the performance of Works and/or Services.

- **TSS:** the relevant Technical Service Specifications subject to tender, providing for the HSQE (Health, Safety, Quality and Environment) requirements and the Sustainability K factors.
- **ENEL Group:** the business entity made up of all the companies controlled by ENEL S.p.A.
- **HSE Terms:** the Health, Safety and Environmental Terms or the Essential Health, Safety and Environmental Terms applicable to the Contract.
- **Contract Manager:** person appointed by ENEL within the Contract or by written notice to the Contractor, who shall be fully authorized to give instructions to and receive information from the Contractor as a representative of ENEL, but who shall not be authorized to accept any change to the Contract. In particular, the Contract Manager shall control, inspect and supervise the Contractor's performance of the Contract. The Contract Manager shall be granted the required powers to fulfill all of its duties arising under the Contract. The Contractor shall comply with all the instructions given by the Contract Manager and shall provide all the information required, granting the Contract Manager unlimited access to its facilities and to the Works executed or in progress. Furthermore, the Contract Manager may delegate, in full or in part, its duties to third parties, on a permanent or a temporary basis, by written notice to the Contractor.
- **Stamp Tax:** tax imposed on any document or contract, either for consideration or subject to economic assessment, formalized in the different provincial jurisdictions and in the Autonomous City of Buenos Aires.
- **Preliminary Inspection:** the procedure to be carried out at the Contractor's facilities, at those of its subcontractor or at other sites, to be defined in writing by ENEL, pursuant to which the tests set forth in the Contract for the Goods, materials or equipment to be inspected before being transported and entered into the Worksite, shall be performed. The Preliminary Inspection shall not imply the acceptance of the Goods, nor the full or partial Provisional Acceptance of the contractual work or service.
- **VAT:** Value Added Tax.
- **Applicable Law:** the currently applicable laws, as well as the laws that will come into force in the Argentine Republic, including, without limitation, all the laws, decrees, administrative resolutions, ordinances, orders, warrants, rules or regulations enacted by any national, provincial and/or municipal governmental agency of the Argentine Republic.
- **Work(s):** all the activities, works, materials and/or equipment, facilities, services to be performed, supplied, executed, fulfilled and provided by the Contractor under the Contract, including the engineering design, supply, construction and testing, provision of labor, monitoring, administration, consumables, transport, import and other foreign trade operations, storage and similar activities, required to complete the design, engineering and production of the items covered by the Contract.
- **Bidder:** natural or legal person(s), or association or group of persons presenting one or more bid(s) for the execution of a Contract with ENEL.
- **Party:** individually and interchangeably refers to ENEL and the Contractor.
- **Parties:** jointly refers to ENEL and the Contractor.
- **Warranty Period:** period of time during which the Contractor has to ensure the proper functioning of the Goods, Works and/or Services, or that they are flawless and fit for their use.
- **Person:** any individual, corporation, partnership, association, trust, organization, joint venture or governmental authority or other entity of any nature.
- **Quality Control Plan:** document issued by the Contractor specifying the procedures, processes and human and material resources that shall be employed to perform the Contract.
- **Period of Performance:** the total period provided by the Contract for the execution and completion of all the Works, the performance of the Services or the delivery of the Goods, as applicable. Compliance with the Period of Performance is of the essence for the Contract. When the Period of Performance is expressed in days, except as otherwise agreed in the Contract, this shall include Saturdays, Sundays and bank holidays.
- **Inspection Point Program:** document to be attached to the Contract specifying the different inspections, tests, trials or examinations to be carried out on the services provided or to be provided by the Contractor. The Contract may establish that the Inspection Point Program shall be proposed by the Contractor and accepted in writing by ENEL.
- **Contractor:** any natural or legal person that executes with ENEL a Contract to supply Goods and/or carry out Works and/or perform Services.
- **Final Acceptance:** the document drawn up after expiration of the applicable Warranty Period under the Contract, by means of which ENEL confirms that the Goods, Works and/or Services are free from faults and defects. The Final Acceptance shall not relieve the Contractor from any liability for hidden defects or faults subsequently arising in the Works and/or Services.

- **Provisional Acceptance:** the written document by which ENEL expressly confirms that the Goods, Works and Services have been supplied or performed in accordance with the Contract. The Provisional Acceptance shall not relieve the Contractor from any liability for hidden defects or faults affecting the Works and/or Services.
- **Delivery Note:** document containing a list of the Goods supplied and certifying their delivery.
- **Services:** the services included in the scope of Contract, that do not entail the execution of Works or the supply of Goods, including, without limitation, the provision of technical assistance, advisory or consultancy services, labor and training.
- **Quality Assurance System and Quality Control Plan:** system establishing the requirements to be met by the Contractor for the effective and proper performance of the Contract, concerning quality assurance, without relieving the Contractor from its liability to comply with the specifications, the code of practice and the applicable regulations. The Quality Assurance System and the Quality Control Plan shall be submitted by the Contractor to ENEL, which may accept them or request any amendments deemed necessary.
- **“WeBUY” System:** proprietary system of the ENEL Group for the management of ENEL’s Contractors and subcontractors data.
- **Worksite:** the property or location where the Goods shall be delivered or the Works/Services shall be performed, according to the provisions of the Contract.
- **Subcontractor:** Person - including the relevant employees and representatives - who has executed a direct contract with the Contractor for the performance of part of the scope of Contract relating to the provision of Works and Services.
- **Subsupplier:** Person - including the relevant employees and representatives - who supplies to the Contractor, either directly or indirectly, in full or in part, the materials and/or equipment required for the performance of the scope of Contract.

### **3 LANGUAGE**

3.1 The language of these General Terms is English. The language of the remaining contractual documents shall be that specified in the Contract or in each of the contractual documents.

3.2 Where other versions of these General Conditions of Contract exist in different languages, the Spanish version shall prevail over them.

### **4 EXECUTION**

4.1 The Contract shall be deemed to be executed after its signature and acceptance of the relevant terms and conditions by each of the Parties. Any amendment or addition to the Contract shall be previously agreed in writing by the Parties.

4.2 Furthermore, it is expressly understood that the Contract may be signed, and its terms and conditions may be accepted by electronic signature, provided that the ENEL Group companies based in the Argentine Republic have implemented the electronic signature in accordance with the provisions of Law No. 25,506, which is known and unconditionally accepted by the Contractor, undertaking to comply therewith.

4.3 The Contract may be renewed or extended only by prior written agreement of the Parties. Under no circumstances may the Contract be automatically renewed or tacitly extended. 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 relevant Contract only.

4.4 In the case of Contracts executed by ENEL with the Contractor for the benefit of two or more companies of the ENEL Group, the Contract shall be executed with each company of the ENEL Group which actually receives the relevant services, works or supplies from the Contractor.

4.5 Among the companies of the ENEL Group based in Argentina, EDESUR S.A., being a licensee of a public service, is bound by the “Compre Argentino” (Buy Argentine) Scheme. Therefore, within the framework of any contracting carried out, Law No. 27,437, as amended, shall apply, as well as any other applicable administrative provisions.

### **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. **Main body of the Contract;**
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 a conflict arise between the Contractual Documents and the mandatory provisions of Applicable Law, the latter shall prevail.

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

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

**6 COMMUNICATIONS**

6.1 Any communications between the Parties shall be made in writing, at the address or e-mail specified for this purpose, and in accordance with the terms set out 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 specified in the Contract.

6.2 The Parties may use electronic means to exchange documents relating to the Contract, provided that such means 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 and without prejudice to any rights to which the Contractor may be entitled.

**7 ECONOMIC CONDITIONS****7.1 Price.**

7.1.1 The price of the Contract is the consideration agreed between the Parties and set forth in the Contract for the acquisition of materials and/or equipment and/or for the performance of works or services, that takes into account the total value of the Contract, which specifies the applicable methods of contracting (unit prices, fixed price, etc.). Such price shall be fixed and firm, definite and not subject to change, except as otherwise expressly set out in the Contract, and includes all the costs, expenses, commissions, duties, fees or contributions, national, provincial or municipal taxes (excluding VAT or any tax replacing it in the future), and the professional fees and the current or future national and/or provincial social security contributions arising from the execution of the Contract, the performance of the Works or Services and/or the supply of the Goods, as well as all the items required for the proper performance of the contractual services and for the supply or execution of the goods or works by the Contractor, including all the relevant costs or expenses, without prejudice to the services and items expressly excluded and to the taxes set out by the law.

7.1.2 As regards the performance of a Work or Service, the price of the Contract shall include, at least, except as otherwise expressly included under other items, the following:

- Direct and indirect labor.
- Basic, executive or project engineering.
- Machineries and associated personnel.
- Depreciation of machineries.
- All the equipment and materials to be incorporated in the Works.
- All the equipment and materials required to perform the Works, that shall not be incorporated therein.
- Transport to/from the workplace, of the personnel, equipment, materials and resources.
- General expenses and utilities.
- Taxes, levies and other applicable duties.
- Expenses incurred by the Contractor for programming, inspections and tests, control of materials, control of execution, checks, acceptances and other analyses.
- Full performance of all the Works and Services in compliance with the technical specifications and the other contractual documents, as well as with the applicable law and the code of practice.
- Construction, demolition and removal of the facilities required for the works, including their surveillance or storage, and of those carried out in compliance with the regulation on occupational health and safety.
- Expenses for guarantees and insurances.
- Management and achievement of Licenses and authorizations.
- Any other cost or expense required for the supply of the Goods, the performance of the work or service in accordance with the applicable specifications, whether they are services expressly provided by the contractual documents or other services not expressly included but required to make the Goods, work or service compliant with such specifications, the applicable regulations and the code of practice.

7.1.3 The personnel costs shall include all the tools required for the performance of the Contract, as well as the equipment required for its protection, security (PPE, personal protective equipment, etc.) and the proper performance of the works.

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

7.1.5 The prices shall be broken down in price of the services, price of the materials and relevant taxes according to the applicable law. This shall not affect the lump sum nature of the price, if such method is applied to the Contract, it being understood that the price breakdown is carried out for certification purposes.

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

7.1.7 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.

7.1.8 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 twenty percent (20 %) of the Contract price.

7.1.9 Where appropriate, the new Period of Performance shall be set out by mutual agreement of the Parties, upon reasonable proposal by the Contractor subject to Enel's approval.

7.1.10 If unit prices are applied as a method of contracting and a work not included in the price table of the Contract has to be performed, or if the method applied is that of the lump sum and a work not included in the scope of the contractual Works and/or Services has to be performed, the corresponding price shall be mutually agreed between ENEL and the Contractor, based on the breakdown of the costs of other similar items subject to unit prices, if any. Otherwise, market prices shall apply.

7.1.11 The negotiation of the new price and any failure to reach a mutual agreement in relation thereto shall not entitle the Contractor to refuse to promptly execute or perform such item according to ENEL's order.

7.1.12 If the extension, modification or reduction proposed by ENEL represents an overall increase or decrease exceeding twenty percent (20 %) of the Contract price, the Contractor may accept or reject them, but in the latter case ENEL shall be entitled to terminate the Contract and to commission the provision of Goods or the performance of the service or work to third parties, or to its own staff, and the Contractor shall not be entitled to any claim in relation thereto.

7.1.13 Additional works may only be performed upon prior written work order by ENEL.

## **7.2 Modification of prices.**

7.2.1 Prices are fixed and firm. In exceptional cases, if the Contract price is in Pesos and its term exceeds 6 (six) months, the quoted prices shall be subject to a COST MONITORING MECHANISM (CMM) enabling to reflect any change according to a cost structure of the services commissioned and to official indexes and trade unions salary scales representing these costs. Upon issue of each invitation to tender, ENEL shall inform the Contractor of the formula and the mechanism applicable to the Contract.

## **7.3 Invoicing**

7.3.1 Before issuing an invoice, the Contractor shall require ENEL's express written authorization, which shall not be unreasonably withheld or delayed.

7.3.2 The invoices shall be valid and accepted by ENEL if they include all the information specified in the Contract and in the applicable regulations and provided that the contractual activities have been properly performed. Any invoice not specifying the relevant Contract number and the relevant supporting documentation (delivery note/certificate) shall not be accepted nor taken into account for the determination of the date of receipt. Even if the Contract provides that the invoice payment may be made in different currencies, each invoice shall be issued in a single currency. Any invoice issued in a currency other than the Argentine peso shall specify the relevant value.

7.3.3 ENEL may dispute, in good faith, the accuracy of any invoice or invoice adjustment, issued under this Contract due to arithmetical or computational errors within twelve (12) months from the issue of such invoice, or invoice adjustment. If ENEL challenges an invoice, in full or in part, or in the case of other claims or adjustments arising under this clause, 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 shall specify the reason for the dispute or adjustment.

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

1. The price of the supply, service or basic work.
2. Any additional work contracted pursuant to these General Contract Conditions.
3. Adjustments of amounts already invoiced by applying the readjustment formula set out in the Contract. In this case, the supporting documents for the values of the rates applied and the detail of the relevant readjustment formula shall be provided.



7.3.5 The following invoice method for Goods, Works and Services shall apply:

- After the written approval of each Delivery Note or Certificate, as applicable, the Contractor shall submit the relevant invoice. In the period between the date of submission of the invoice and its payment, the relevant amounts shall not be modified and therefore no readjustment or surcharge of any nature shall accrue. ENEL shall be entitled to deduct from the payment of the invoices, any amount charged to the Contractor for any reason, including, without limitation, penalties or indemnifications.
- Invoices shall specify the number of Contract and of the Certificate approved by the Inspector, the amount invoiced, bonus, special discounts, registration code of the Contractor with ENEL, where applicable, C.U.I.T. (VAT number) and any other information required by ENEL. Failure by ENEL to refuse or challenge the invoices submitted by the Contractor within a given date, shall not be construed as an acceptance or approval of such invoices, and the Contractor waives its right to invoke the assumption set forth in section 1145 of the Civil and Commercial Code or any regulations replacing it in the future.
- Without prejudice to the invoicing system and the payment terms, the Contractor may submit electronic invoices, according to the requirements of the General Resolution 2584 of the Federal Administration of Public Revenues, as amended and supplemented.
- All invoices and, where applicable, the relevant supporting documents shall be submitted in electronic format to the address specified by ENEL through ENEL's systems, that ensure data integrity as well as the unambiguous attribution of the document to the issuer.
- Any invoice not referring to a Certificate approved by the Inspector shall not be paid.

#### **7.4 Payment conditions.**

7.4.1 Upon approval by ENEL of the fulfillment of all of the contractual terms and conditions, the invoices received shall be paid by bank transfer, on the pay days, under the terms and within the time limits specified in the Contractual Documents, in accordance with the applicable law. "Pay days" means the first Friday and the third Friday of each calendar month.

7.4.2 For this purpose, the Contractor undertakes to notify its full bank details to ENEL. The Contractor shall promptly inform ENEL of any change to its fiscal or general details (such as: VAT Number, 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.

7.4.3 Exceptionally, ENEL may accept other legitimate and valid means of payment, in accordance with the law governing the Contract.

7.4.4 All payments made before the Provisional Acceptance, in accordance with the provisions of the Contractual Documents, shall be construed as advance payments on the final price.

7.4.5 For all purposes, the payment date shall be the date on which ENEL issues the transfer order, regardless of any other date, such as the date of receipt of the payment or the date of entry into the Contractor's account, etc.

7.4.6 All the purchase orders and contracts issued to local contractors in a foreign currency shall be paid in Argentine Pesos in accordance with the OFFICIAL exchange rate (seller) published by the BNA (Bank of the Argentine Nation) on the working day before the effective payment date. If the invoice is issued in Pesos and due to the application of the aforementioned exchange rate any discrepancy should arise between the invoiced and received amount, the Contractor shall issue a credit or debit note or the document required by ENEL to reflect such discrepancy for accounting and tax purposes.

7.4.7 ENEL shall not make any payment until the Contractor certifies, to ENEL's satisfaction, that all the applicable insurances have been taken out and that the advance payment guarantee and the performance guarantee, if applicable, have been delivered.

7.4.8 The payment of the invoiced amount(s) 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, as any payment is made without prejudice to any future right or claim.

7.4.9 In the case of rejection of the invoice by ENEL, the payment shall be suspended and shall only be made within the period set out for invoice cancellation, starting from the date of rectification of the situation leading to the prior refusal by ENEL and the submission of the new invoice, whichever comes later.

7.4.10 In the case of a delayed payment by ENEL, if such delay is imputable to ENEL, default interests shall be payable to the Contractor in accordance with the contractual and legal provisions.

7.4.11 The cost of the Stamp Tax levied on the Contract shall be equally borne by the Parties, except if objective or subjective tax exemption applies, in which case the Party that is not subject to such exemption shall pay the corresponding part of Stamp Tax.

7.4.12 If the Stamp Tax is due, ENEL shall pay it in full and the amount equal to fifty percent (50 %) of such Stamp Tax shall be set off against the first invoice(s) that the Contractor submits to ENEL, until the relevant amount is reached.

#### **7.5 Foreign payments. Limitations. Consequences.**

7.5.1 The Contractor declares to be aware that, within the current economic framework of the Argentine Republic, the payments in foreign currency (U.S. Dollars, Euros, etc.) made abroad may be limited, deferred, restricted, hampered, blocked or forbidden as a result of instructions, regulations, acts, measures or omissions issued or implemented by the Central Bank of the Argentine Republic and/or any other authority or body, and affecting ENEL's access to the Free and Single Foreign Exchange Market (MULC). Within this framework,

and to the extent that any of the aforementioned limitations and/or restrictions for ENEL's access to MULC should apply when ENEL's monetary obligation arising from the Contract due to the expiry of the payment deadline is enforceable by the Contractor, ENEL shall inform the Contractor thereof and this shall not be construed as a failure by ENEL to perform its obligation and therefore, due to this situation beyond ENEL's control, any default, compensatory and/or punitive interests applicable to the existing debt shall be suspended for as long as ENEL is subject to such restrictions and thus prevented from making the relevant foreign payment. Furthermore, ENEL may choose at its own discretion, by sending a written notice to the Contractor, to:

- (i) implement all the actions and procedures that ENEL considers, at its own discretion, appropriate and desirable before any authority for the authorization of the acquisition of the foreign currency. In the relevant notice, ENEL may dispose the suspension, in full or in part, of the services until the authorization to access the exchange market is granted. The deadline for the relevant services shall be suspended and the Contractor shall be entitled to an extension of the Period of Performance for a period equal to the suspension, but the Contractor shall not be entitled to any claim. If the suspension lasts for more than one hundred and eighty (180) days, any of the Parties may terminate the Contract by written notice, without being entitled to file claims of any nature whatsoever;
- (ii) make the relevant payment to the Contractor in the local currency using alternative means, including, without limitation, the local purchase and foreign sale of government bonds, shares or other securities, or other opportunities provided by the Argentine financial and stock markets. During the time required for the implementation of this alternative, ENEL shall not be construed as in default of its obligations. However, ENEL shall not be subject to any obligation to bear the cost of the acquisition of foreign currency by means other than the Free and Single Foreign Exchange Market - or future mechanisms replacing it - and for a price higher than the "official" exchange rate;
- (iii) the termination of the Contract due to the situation described in this clause 7.5 shall not entail any property consequences for the Parties, that waive any claims and/or indemnifications based on such situation. Furthermore, the Contractor shall not be entitled to any claims or other measures against the Enel Group companies, either in Argentina and/or abroad, if any binding duty with the same should apply.

## **7.6 ENEL's Right of Retention**

7.6.1 The payments due by ENEL to the Contractor may be withheld, in full or in part, and without accruing interests, in the following cases:

- a. Failure to certify the performance or non-performance by the Contractor and/or its subcontractors of their labor and/or social security obligations.
- b. The existence of labor claims by employees or former employees of the Contractor and/or of its subcontractors, invoking joint and several liability as a result of the application of the relevant labor legal standards.
- c. The actual existence or the potential risk that any legal action may be taken by a third party against ENEL, due to any fact, act or omission by the Contractor and/or third parties for whom the Contractor is responsible, in relation to the Contract.
- d. Imposition of penalties by administrative authorities due to causes attributable to the Contractor.
- e. Damages to ENEL's Goods as a result of the negligence of the Contractor or of third parties for whom the Contractor is responsible, or caused by properties under its custody or ownership.
- f. Failure to take out or maintain the applicable insurance policies.
- g. Failure to provide the Advance Payment Guarantees and/or the Performance Guarantee.
- h. Material or repeated breach of the Contractor's obligations set forth in the Contract.

7.6.2 The withholding of payments for the aforementioned causes shall not authorize the Contractor to suspend, in full or in part, the performance of the works.

7.6.3 ENEL shall be entitled to apply the withheld funds for the direct settlement of the claims and sanctions from third parties, judicial or administrative authorities, or of the liabilities in relation to which the retention was carried out, without granting the Contractor any right to claims. Such right includes the application of the funds to pay the defense and legal expenses incurred by ENEL. After the termination of the situation leading to funds withholding, if there is any pending amount, this shall be paid to the Contractor without charging any interests or applying any readjustment.

7.6.4 Notwithstanding the foregoing, ENEL shall require the performance of the Contractor's obligations set out in the Contract.

## **7.7 Payments Deferment.**

7.7.1 Without prejudice to clause 7.4, 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.

7.7.2 In the event that the Parties agree to defer the payment terms, regardless of the provisions of the Contractual Documents, the new payment terms and conditions agreed between the Parties in writing shall prevail.

7.7.3 In such a case, ENEL shall pay to the Contractor a deferral charge, calculated on the basis of the reference market interest rate (e.g., US Libor, Euribor) prevailing on the day of issue of the relevant invoice, plus a spread for the period between the original due date and the agreed deferred due date.



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

## **8 TAXES**

8.1 While paying Contractors for the Works, Goods or Services received, ENEL shall apply the applicable tax withholdings set out by the Applicable Law.

8.2 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 Applicable Law. Likewise, the Parties undertake to cooperate in order to obtain any exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause imputable to the Contractor, ENEL loses its entitlement to a tax benefit, ENEL may deduct the amount of such tax benefit from the amount due to the Contractor.

8.3 Should any treaty between the Contractor's country of residence and the Argentine Republic be in force for the avoidance of double taxation, and the Contractor claims the application of the provisions of such treaty, the Contractor shall meet all the requirements to enjoy the tax benefit. The Contractor shall provide and/or obtain all the documents required (e.g., certificate of residence) in relation to the tax exemption or deduction. ENEL undertakes to make every reasonable effort to support the Contractor within the framework of the tax exemption or deduction procedure. ENEL shall verify the criteria of these formal requirements and notify the Contractor any issue, in advance and in writing, in order to enable the Contractor to properly remedy these formal issues. ENEL shall provide the Contractor with a certificate specifying the deductions applied and the amounts paid.

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

- a) The Contractor shall pay all taxes and charges applicable to the goods in the country of origin, as well as those applicable in the countries through which said goods have transited until final delivery, plus all the taxes charged in the country of destination which are payable as a consequence of the economic benefits resulting from their sale.
- b) The Contractor shall 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.

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

## **9 PERFORMANCE**

### **9.1 Introduction.**

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

9.1.2 ENEL undertakes to provide, upon the Contractor's request, all necessary information for the performance of the contractual activities. If ENEL provides inadequate or incomplete data, the Contractor undertakes, within five (5) days, to point out any missing information to be integrated by ENEL. Upon expiration of the term referred to above, the Contractor shall not be entitled to any claim against ENEL.

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

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

9.1.5 Without prejudice to ENEL's right to terminate the Contract, if as a result of the tests and inspections carried out in accordance with the provisions of this clause 9, 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.

9.1.6 ENEL reserves the right to request to the Contractor, at any time, the anticipation of all or part of the performance of the subject of the Contract, as well as the right to evaluate a possible recognition of an economic bonus. ENEL may request the anticipation with a specific written request and the Contractor shall reply, in writing, expressly accepting the new deadline requested by ENEL. It is understood that ENEL's request to anticipate does not produce an automatic recognition of the economic bonus, including if specifically accepted by the Contractor. The recognition of the economic bonus, to the extent specified in the Contract, shall be subject to ENEL's specific acceptance and shall be conditional upon the Contractor's performance of such anticipation in accordance with all of its legal and

contractual obligations, in particular those relating to worksites, health and safety. No bonus may be recognized if penalties have been applied to the Contractor during the performance of the Contract.

#### **9.1.7 Inspection, tests and/or verification (checks).**

9.1.7.1 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 other third parties appointed by ENEL for this purpose (excluding the Contractor's competitors), to its premises and warehouses, in order to verify the performance of its contractual obligations. Furthermore, the Contractor shall implement any suitable measure to ensure that its Subcontractors and Subsuppliers do the same. In carrying out the aforesaid inspections/tests, ENEL and/or third parties' personnel shall comply with the relevant facility policies and the Contractor shall be authorized to restrict ENEL's access to its intellectual property and/or confidential information, expressly classified as such in the Contract, provided that the Contractor shall always grant ENEL access to all the information required to properly perform the inspections/checks/controls.

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

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

9.1.7.4 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.

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

9.1.7.6 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 accepted by ENEL.

9.1.7.7 Without prejudice to ENEL's inspection right, 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 delivered to ENEL, including if they have been carried out in the presence of the Contract Manager, ENEL's inspectors or representatives.

9.1.7.8 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.

9.1.7.9 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.

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

9.1.7.11 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 expense and no cost arising therefrom shall be borne by ENEL. If ENEL requires the replacement of materials, these shall be properly identified and the Contractor may not use them for the performance of the contractual activities.

9.1.7.12 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 covered by the provisions of the Contract.

#### **9.1.8 Quality Control**

9.1.5.1 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, with the relevant technical standards and code of practice.

9.1.5.2 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 trials shall not limit the full liability of the Contractor for the proper performance of the Contract as well as for its compliance with the relevant quality standards.

9.1.5.3 Before starting the manufacturing process, or the performance of the work or service contracted, the Contractor shall submit for ENEL's approval a quality control plan (as per ISO 10.005, ISO 9.001 or equivalent) including the Inspection Point Program, as well as the list of the applicable operations and procedures.

9.1.5.4 After the submission of the Quality Control Plan, ENEL may raise reasonable objections in relation thereto within fifteen (15) working days. In such a case, the Contractor shall modify the Plan with due diligence, making the required corrections according to the objections raised by ENEL.

9.1.5.5 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.

9.1.5.6 Upon completion of the performance of the Contract, the Contractor shall submit for approval to ENEL a Quality Control final report, whose contents shall comply with the provisions of the Contract and of the Quality Control Plan approved.

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

## **9.2 Delivery and acceptance**

### **9.2.1 Introduction.**

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

9.2.5.2 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.

9.2.5.3 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.

9.2.5.4 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 the payment in advance, in full or in part, of the price.

9.2.5.5 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.

9.2.5.6 Under no circumstances shall the Contractor be entitled to suspend or delay the subject of the Contract. In the case of a breach of such obligation, ENEL reserves the right to terminate the Contract, without prejudice to its full right to compensation for any damages suffered.

9.2.5.7 The Contractor shall duly notify to ENEL the actual date of partial or full delivery of the Scope of Contract and request the Provisional Acceptance. ENEL shall inform the Contractor of the Provisional Acceptance Date, which shall take place within thirty (30) calendar days from the request. On the Provisional Acceptance Date, ENEL shall meet the Contractor's Representative in order to verify the compliance of the delivery with the contractual requirements ("Provisional Acceptance Meeting").

### **9.2.2 Materials and/or equipment.**

9.2.5.1 If specified in the Contract, the Contractor shall send, well in advance, to ENEL a specific notice prior to the proper delivery of the materials/equipment. Furthermore, the Contractor undertakes to promptly notify to ENEL any circumstance that may modify the agreed delivery dates.

9.2.5.2 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. Unless otherwise provided for by the Contract, terms like property, insurance, etc., shall be interpreted in accordance with the Incoterms.

9.2.5.3 With each delivery, the Contractor shall send all the final technical documentation and the test protocols set forth in the applicable technical specifications under the Contract and, where applicable, in the relevant technical standards.

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

9.2.5.5 The components or parts refused after an inspection carried out by ENEL at the Contractor's premises, or at the premises of its subcontractors, shall be clearly identified and the Contractor shall ensure that they are not included in the supply.

9.2.5.6 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 Delivery Note, indicating at least the following information therein:

- Contract reference number.
- Number of packages shipped, specifying their content. If they are the last of the packages contracted, this shall be clearly specified.

- Information on the means of transport and/or transport company used, including the phone number of the contact person.
- Date and place of making the equipment or materials available to ENEL in accordance with the agreed terms.

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

9.2.5.8 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 Preliminary Inspection. If the Contractor dispatches the materials or equipment before receiving the relevant Shipping Authorization, all the expenses arising from the dispatch or the withdrawal of the materials and equipment due to ENEL's refusal, shall be borne by the Contractor, regardless of any penalties that may be imposed to the Contractor for the breach.

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

9.2.5.10 The Contractor shall insure the transport of goods with an insurance company of recognized creditworthiness.

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

9.2.5.12 In all the cases where the delivery date is considered as complied with, ENEL reserves the right to postpone any shipment of materials or equipment. In this case, the Contractor shall bear the storage and insurance costs throughout the period specified in the Contract. Should the delay in delivery be prolonged, the Parties, by mutual agreement, shall establish the amount of compensation for the additional storage and insurance costs.

9.2.5.13 Once the Goods 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 any of the Parties, provided that all the terms and activities under the Contract have been fulfilled.

9.2.5.14 The signature of the Provisional Acceptance shall not be construed as a waiver by ENEL of its right to file claims against the Contractor for any visible, hidden or redhibitory defects of the Goods.

9.2.5.15 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.

9.2.5.16 The Contractor, in the performance of the Contract, shall implement all the precautions and measures required to prevent any type of damage, either personal or material, and shall remedy any damage caused.

9.2.5.17 Under no circumstances, including in the case of disputes, may the Contractor suspend or delay the execution of the contractual activities at its own initiative.

9.2.5.18 If the Contractor fails to fulfill these obligations, ENEL reserves the right to terminate the Contract, without prejudice to its full right to be indemnified for any damage or loss suffered.

#### **9.2.3 Works and/or Services.**

9.2.5.1 With due advance, the Contractor shall notify ENEL of the completion of the contractual Works and/or Services, requesting the issue of the Provisional Acceptance. Within ten (10) days from the notification referred to above, the Parties shall carry out a joint examination of the Works or Services performed and shall sign the Provisional Acceptance document, provided that the Works and/or Services have been duly performed according to the provisions of the Contractual Documents, without any faults or defects. If the Contractor, despite having been convened, does not take part to the Provisional Acceptance, the document drawn up by ENEL shall have the same effect as if it had been also signed by the Contractor.

9.2.5.2 If the examination of the Works or Services show the existence of immaterial faults or defects, ENEL may issue the Provisional Acceptance after the Contractor has remedied such faults or defects within an agreed term.

9.2.5.3 The terms granted to the Contractor to remedy the faults detected shall not be construed as an extension of the contractual terms and, therefore, the Contractor shall be liable to pay the penalties and/or compensations arising from any damage, without prejudice to any other right available to ENEL in accordance with the Contractual Documents.

#### **9.2.4 Final Acceptance of Works and Services.**

9.2.5.1 After the expiry of the Warranty Period specified in the Contract, if no hidden or visible defects or faults are found or if they have been remedied, to the satisfaction of ENEL, the Contractor shall notify ENEL the expiry of such period, requesting 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 the receipt of the notification by ENEL.

9.2.5.2 On the date agreed between the Parties for the Final Acceptance, the state of the Works or Service shall be verified in the presence of the Contractor and the fulfillment of the requirements shall be verified by means of the applicable tests. If such tests are successful, the Parties shall sign the relevant Final Acceptance document.

9.2.5.3 If the Contractor, despite having been convened, does not take part in the Final Acceptance, the document drawn up by ENEL shall have the same effect as if it had been signed by both Parties.

#### **9.2.5 Management.**

9.2.5.1 The Works or Services contracted shall be entirely managed by the Contractor.

#### **9.3 Period of Performance.**

9.3.1 The Period of Performance in which the Contractor shall complete the Works, Services and/or supply the Goods shall expire on the date specified in the Contract. As regards the Contracts setting out a maximum period and price of performance, the Contract shall be considered as completed if the deadline is met or when the maximum amount of the Contract is executed, whichever comes first.

9.3.2 The Period of Performance is of the essence for ENEL and it shall be strictly observed by the Contractor. The performance and completion of the Works, Services and/or the supply of the Goods and the execution and performance of all the works required in relation thereto, shall comply with the Schedule.

9.3.3 No extension of the Period of Performance shall be granted, except if such extension is mutually agreed in writing by the Parties.

9.3.4 For Works, the period shall be established by a GANTT chart or work schedule, and the Work shall be considered as completed upon Final Acceptance.

9.3.5 If the Contract provides an option - to the benefit of ENEL - for the extension of its validity, such option shall be duly notified to the Contractor, at least 15 (fifteen) days before the expiry date of the contractual term, and no additional documents shall be signed by the Parties for its effectiveness. The maximum extension may not exceed a period equal to the original term of the Contract. The exercise of the option by ENEL shall be binding on the Contractor.

9.3.6 If the Contractor decides, on legitimate grounds, to perform the works at night or on official holidays, the Contractor shall request the relevant approval by ENEL, at least three (3) days in advance. However, the Contractor shall comply with the restrictions and/or the terms set out by the applicable law. If the aforementioned approval is granted, the Contractor shall not be entitled to any additional compensation for such works. All the works to be carried out at night shall be performed according to the relevant applicable law, and the Contractor shall be responsible for the compliance therewith. The Contractor shall bear the extraordinary costs, expenses and fees that ENEL may pay to the control and inspection personnel, as well as any other expense incurred by ENEL due to the tasks to be performed at night or on official holidays in relation to Contractor's works.

9.3.7 The Contractor shall carry out the works in full compliance with the Schedule and the Contractor undertakes to abide by the overall deadlines and the milestones set out in such document.

9.3.8 ENEL shall grant to the Contractor access to the Worksite throughout the period agreed in the Contract for the performance of the works or services. This work authorization shall imply the authorization to access the Worksite and shall specify the date and the requirements deemed appropriate by ENEL.

9.3.9 Before the commencement of the activities, supplies and works, the Contractor shall: deliver to ENEL the list of personnel and the pre-employment examinations; collect materials; install its Workshop; transport the Materials and/or Equipment, all in compliance with the Schedule, as well as the guarantees and the insurances specified in the relevant sections of these General Conditions.

#### **9.4 Permits and Authorizations.**

9.4.1 It is the sole responsibility of the Contractor to manage and obtain any permit, license, approval and authorization (the "Authorizations") required by any national or provincial law, municipal regulation or resolution by any public or private body for the performance of the Works, Services and/or for the supply of the Goods in accordance with the provisions of the Contract, as well as to pay all the expenses, contributions, fees, duties and other costs due. These Authorizations shall be required, without limitation, for (i) the supply of the Goods or the performance of the service or work, (ii) the access, transport, operation and removal of equipment, materials, spare parts and other Goods for the performance of the Work, Service and/or for the supply of the Goods, including if they are carried out in port areas, (iii) the performance of the works and services covered by the Contract and under the Contractor's responsibility, either if carried out by its own personnel or by its subcontractors' personnel, and (iv) the fulfillment of the legal requirements for the access, transport, operation of equipment for the performance of the Works, Services and/or for the supply of the Goods and their removal, as well as any right and according to the tasks performed by the personnel in charge of executing the work.

#### **9.5 Changes of the contractual terms.**

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

#### **9.6 Transfer of Ownership and Risk.**

##### **9.6.1 Materials and/or equipment.**

9.6.1.1 Unless otherwise agreed in the Contract, the materials, properly packed in accordance with the Contract, shall be deemed to all intents and purposes to be the property of ENEL upon receipt by ENEL at the location and under the agreed conditions and/or at



ENEL's warehouses, offices and/or plants. The Parties agree that, except in the cases referred to above, the unloading shall be carried out under the Contractor's responsibility and at its expense.

9.6.1.2 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.

9.6.1.3 The Contractor shall be liable for any visible or hidden defects or manufacturing defects throughout the term of the Contract, including the Warranty Period or until the date specified by the Law (whichever is longer), without prejudice to the relevant legal or contractual liabilities.

#### **9.6.2 Works.**

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

9.6.2.2 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 a case, the Contractor shall take all necessary measures or those specified by ENEL. ENEL shall pay the Contractor for any additional activities and/or special costs arising from these works, granting an extension of the Period of Performance, if required.

9.6.2.3 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. 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.

9.6.2.4 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.

9.6.2.5 The Contractor shall be liable for any visible or hidden defect, throughout the term of the Contract, including the Warranty Period, and until the date specified by the Applicable Law, without prejudice to the relevant legal or contractual liabilities.

#### **9.6.3 Quality.**

In the performance of the Contract, the Contractor guarantees that the quality of the goods, services and works covered by the Contract is fully consistent with the purpose pursued by the Parties upon the signing of the Contract and the Contractor assumes full responsibility for any visible or hidden defects of the Goods, Works and Services, including manufacturing, assembly or installation defects, throughout the term of the Contract, including during the warranty period or until the period set out by the Applicable Law (whichever is longer), without prejudice to its relevant legal or contractual liabilities. Likewise, the Contractor guarantees in the performance of the Contract the compliance with the quality requirements specified in the technical documents forming an integral part of the Contract and the Contractor shall be liable for maintaining commercially acceptable quality control standards in the manufacturing of a product or in the performance of the service or work, including the production standards required by any local government agency and good manufacturing practices.

#### **9.7 Certifications.**

##### **9.7.1 Certification of Works and/or Services in progress**

Where the Contractual Documents provides that the certification of the Works and/or Services must be made in progress, the following procedure shall apply:

- a) ENEL, through the Contract Manager, shall measure and establish on a monthly basis, or during the period set out in the Contractual Documents, the amount of Works and/or Services performed until the last day of the relevant month or period. This operation shall be carried out within the first five (5) working days after the applicable month or period, with the mandatory support of the Contractor. The Contractor shall make available, at its own cost and expense, the personnel and the materials required to carry out the relevant measurements. The measurements shall be included in a measurement certificate to be approved by ENEL.
- b) Within five (5) days after the signature by both of the Parties of the measurement certificate, referred to in letter a) above, the Contractor shall deliver to ENEL a Certificate specifying the works or services performed and validated under such document, detailing the degree of progress and the corresponding percentage of the Contract price, using the form provided by ENEL and in accordance with the following criteria:
  - In the case of Works and/or Services contracted under unit price, the amounts to be certified shall be calculated by multiplying the number of Goods and/or Works and/or Services actually performed for the corresponding unit prices. The material or equipment collected by the Contractor at its Workshop shall not be considered as a progress in the Work and/or Service, nor they may be certified, except as otherwise provided for by the Contractual Documents.
  - In the case of Works and/or Services contracted under lump sum, they shall be certified for the overall price agreed in the Contract.



- c) ENEL shall approve this Certificate within ten (10) days. Once the Certificate has been approved, the Contractor may issue the relevant invoice. In the absence of a decision, the Certificate shall be construed as accepted.

#### **9.7.2 Certification of Works and/or Services upon fulfillment of milestones.**

The Contractor shall submit to ENEL's address specified in the Contract, the Certificates of fulfillment of the milestones, within five (5) days from the month in which the milestone was fulfilled, for their written approval, which shall be granted by ENEL within ten (10) calendar days from the submission of the documents, unless ENEL has any comments to make. No partial fulfillment of the milestones shall be certified. Once the Certificate has been approved, the Contractor may issue the relevant invoice. In the absence of a decision, the Certificate of fulfillment of the milestones shall be construed as rejected.

#### **9.7.3 Certification of Goods.**

As regards the Goods, their receipt shall be made by signing the Delivery Note. However, the signature of the Delivery Note certifying the receipt shall not imply the acceptance of the Goods by ENEL. The acceptance shall be carried out once ENEL has inspected, tested and examined all the Goods, assessing that they comply with the terms set out in the Contract, and has issued the signed Certificate. This shall not relieve the Contractor from its role as seller, nor shall it discharge the Contractor from its obligations during the Warranty Period, including if the Goods show visible or hidden defects of any kind upon receipt and including if no express objections were made in the Delivery Note or the Certificate. In any event, the Contractor shall be liable for redhibitory and hidden defects and encumbrances as provided by the law and by the provisions of the Contractual Documents. However, the Goods shall be free of any lien and encumbrance of any kind whatsoever.

#### **9.7.4 General provisions on certification.**

9.7.4.1 If the Certificate submitted by the Contractor is challenged by ENEL, the Contractor shall modify the document accordingly, so that it complies with ENEL's requirements, and shall submit it again to the approval procedure.

9.7.4.2 In the case of a dispute in relation to an item, work or milestone, this shall not be included in the certification until the settlement of the dispute.

9.7.4.3 The ratification of any Certificate shall not imply the approval by ENEL of the works, services, supplies or any other service provided by the Contractor, nor their explicit or implicit approval or the waiver by ENEL of its right to require, at any time, the correction, repair or replacement of any work or Goods non-compliant with the provisions of the Contract, as well as of the right to require that the Contractor performs its obligations during the Warranty Period.

9.7.4.4 Considering that the Contractor undertakes a performance obligation that shall be complied with upon Final Acceptance, all the payments made shall be construed as advance payments on the Contract price.

9.7.4.5 Without prejudice and in addition to the foregoing, the Contractor shall comply with the following provisions:

- a. The Certificate duly approved by the Inspector, allocated and valued, shall be submitted by the Contractor, together with the relevant invoice to the Registry Office for Incoming Submissions, located in San José 140, Ground Floor, Federal Capital, from Monday to Friday from 09:00 a.m. to 05:00 p.m. If agreed between the Parties, the certificate may be submitted digitally.
- b. The Contractor upon payment shall also timely submit the labor documentation, among other. The Contractor shall submit and maintain the guarantees and insurances required by the Contractual Documents.

9.7.4.6 Failure to submit the documents specified in the points above shall prevent the execution of the relevant payment.

9.7.4.7 The above is without limitation and ENEL, at its sole discretion, may require any other additional document it deems appropriate.

#### **9.8 Records and Audits.**

9.8.1 The Contractor shall keep the books and accounts relating to the 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 the early termination of this Contract, the Contractor shall provide all the documents, reports and information in relation to this Contract, in addition to those specifically required by the 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, in its bid, shall specify the activities proposed for subcontracting and the suggested Subcontractor(s), together with the technical and financial documentation required to the Bidder by the invitation to tender, which shall constitute part of the technical competence for the approval of the subcontractor.

10.2 For works, services and supplies, the Contractor, subject to prior ENEL's express and written authorization, 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. Any change to the percentage specified above shall be specifically authorized. The prior written authorization by ENEL is a condition precedent for subcontracting.

10.3 If the Contract provides for the possibility to perform optional works in addition to its original subject, for the purposes of the limit set out in the paragraph above, the value of the optional works shall only be considered when they have been actually performed.

10.4 For receiving ENEL's authorization for subcontracting, the Subcontractor shall already be registered with the "WeBUY" System.

10.5 Except as otherwise provided for by these General Conditions, the Contractor agrees that only one level of subcontracting shall be allowed. This means that the Contractor's Subcontractors may not subcontract their activities and the Contractor shall be liable for any failure to fulfill this obligation.

10.6 Subcontracts shall include an express provision by which the Subcontractor authorizes the Contractor to assign the subcontract to ENEL. Furthermore, the Subcontractors shall expressly waive their right to bring any direct actions against ENEL (sect. 736 and 1071 of the Civil and Commercial Code) as well as their lien of the work. These waivers shall be confirmed by the Contractor.

10.7 Self-employed workers shall be considered as Subcontractors.

10.8 Subcontracting is expressly forbidden for those Contracts whose subject is the provision of consultancy Services to ENEL.

10.9 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. ENEL shall not be liable before any Subcontractor, 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 actions or proceedings initiated against ENEL by any Subcontractor 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 case of subcontracting of a Contract, and before the start of any activity, the Contractor undertakes to obtain, and to deliver to ENEL, the documents confirming the fulfillment of the requirements specified above and the full acceptance by the Subcontractors of all the contractual, legal, labor, confidentiality, safety and compliance terms and conditions.

10.11 Except as otherwise provided for by the Applicable Law, the subcontracting limit set out in paragraph 10.6 shall not apply in the following cases, without prejudice to the obligation to fully comply with the remaining provisions:

- If expressly authorized by ENEL;
- When the Contractor acts as administrator or main Contractor;
- In the case of contracting between companies of the same business group;
- Network service providers.

10.12 Except as otherwise provided for by the Applicable Law, the subcontracting limit set out in paragraph 10.6 shall not apply in the following cases, without prejudice to the obligation to fully comply with the remaining provisions:

10.13 Contracts for the execution of construction Works for power stations, high, medium and low voltage lines and maintenance of existing buildings.

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

10.15 If at ENEL's own discretion, any Subcontractor does not satisfy the required conditions, ENEL reserves the right to withdraw the approval given for such Subcontractor. In such a case, the Contractor undertakes to take all the steps required to replace the Subcontractor, without any right to compensation.

10.16 Failure, in full or in part, by the Contractor and/or the Subcontractor, to perform any of their obligations undertaken hereunder or to comply with any term, liability, legal or contractual obligation, guarantee, work progress program and deadline agreed, set out in the General Conditions, or in the Contract, shall entitle ENEL to terminate the Contract, without prior notice and without any right to claim for compensation for the Contractor and/or the Subcontractor.

10.17 ENEL shall be entitled to claim compensation from the Contractor for any damage, or for any other reason, suffered as a result of this non-compliance.

10.18 The termination shall not prejudice any other rights or remedies available to ENEL, including its right to complete the Works or Services by itself or by contracting another third-party contractor, at the expense of the Contractor, and to apply the relevant sanctions.

10.19 Once the termination of the Contract is notified, ENEL shall calculate the amount payable to the Contractor for the entire service and supply performed until the notification date, as well as the indemnification that the Contractor shall pay to ENEL for the damages caused by its non-compliance.

10.20 After establishing both amounts, ENEL may offset the amount due by the Contractor as a compensation for damages, against all the credits due to the Contractor up to the value of this latter amount, even if such amount is not due and payable.

10.21 The Contractor acknowledges that the regular fulfillment of its payment obligations towards its Subcontractors represents a material obligation and that any failure to fulfill such obligation shall jeopardize the progress and the timely and proper performance of the Works or Services. Therefore, ENEL shall be entitled to directly communicate with any Subcontractor performing part of the Work or Services, without the prior Contractor's authorization, to verify the Contractor's fulfillment of its obligation to pay the agreed consideration to its Subcontractors, in accordance with the progress of Works or Services. Any breach, or partial fulfillment, of the Contractor's obligations towards its Subcontractors, shall entitle ENEL to directly handle any expenditure or situation arising from claims, in order to ensure - at its discretion - the progress and the proper performance of the Works or Services, and such expenditures may be offset against any amount due to the Contractor, without prejudice to any other right arising under this Contract. The provisions of this clause shall be construed as a right, rather than a commitment, for ENEL; therefore, the exercise of such right shall not relieve the Contractor from its liability undertaken under the Contract.

10.22 In the case of termination of the Contract due to the Contractor's default, the Contractor undertakes to assign or terminate, as determined by ENEL, from time to time and at its sole discretion, the existing subcontracts and purchase orders, to the extent that such assignment is legally permitted. The Contractor shall bear and be liable for any documented costs, damages and/or taxes suffered or incurred by ENEL as a result of the assignment of the subcontracts and/or purchase orders to one or more third parties, provided that such costs, damages and/or taxes are reasonable according to the current market conditions.

## **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 assignment of the Contract to a third party is only allowed upon ENEL's prior written authorization and in compliance with the Applicable Law.

11.2 ENEL may, with the sole requirement of notifying the Contractor, assign the Contract and all its rights and obligations arising therefrom to a third party.

11.3 Unless otherwise set out 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 change of such rights, for any reason whatsoever.

11.4 The Contractor undertakes to properly notify to ENEL the commencement of any procedure for its dissolution, transformation, merger, demerger, capital increase or reduction, or any other extraordinary operations, including the sale and/or purchase of majority interests and/or business units, as well as any material changes in its governance bodies. Notwithstanding the fulfillment of the confidentiality obligations by the Contractor, the notification specified above shall be made reasonably in advance or, in any case, within five (5) working days from the occurrence of the events referred to above.

## **12 THE CONTRACTOR'S OBLIGATIONS**

12.1 The Contractor shall perform its obligations in accordance with the Contract, codes of practice and the Applicable Law. The Contractor shall carry out strict quality controls and only appoint qualified personnel to perform the scope of Contract.

12.2 The Contractor shall cooperate at any time with ENEL and use all commercially reasonable efforts to schedule, coordinate and perform the Contract so as not to delay or adversely affect its timely performance and completion.

12.3 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;
- managing and obtaining the required visas, authorizations and licenses for the performance of the Contract, except for those that are under the responsibility of ENEL by provision of law;
- organizing its personnel, employed in the performance of the contractual activities, provided that at all times the Contractor's responsibility shall be clearly identified and separated from that of ENEL;
- appointing a person in the Contractor's own organization to act as a contact person to ENEL during the performance of the Contract;
- the labor required to perform the Contract with all its associated costs;

- ensure, where applicable, according to the materials to be supplied, the compliance with the Resolution of the Department of Industry, Trade and Mining (S.I.C.y M.) No. 92/98 (or any regulations replacing it in the future), establishing the obligation to obtain the Certificate of Compliance with the Basic Requirements on Electrical Safety in relation to all the low-voltage equipment.

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

### **13 THE CONTRACTOR'S RESPONSIBILITIES**

13.1 The Contractor, under its sole responsibility, shall comply with all the laws and regulations 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 The Contractor shall comply at any time with the provisions on dumping of the Customs Code of the Argentine Republic. If for any reason, the competent national authorities establish any anti-dumping duties for the tariff headings included in the tender, these shall be borne by the Contractor.

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

13.5 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.

13.6 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.

13.7 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 Without prejudice to other obligations set out in the Contractual Documents, the Contractor shall warrant:

- a) the suitability, exclusive ownership and/or legitimate availability of the Goods and that they are free and clear from any liens and encumbrances, and, in particular, that they are not subject to seizure or foreclosure procedures, or to pledge or any other lien or encumbrance, or restriction related to the industrial or intellectual property or of any other nature;
- b) that all the Goods:
  - comply with the laws, specifications, regulations and contractual provisions;
  - are free from visible or hidden design, manufacturing, operating or performance defects;
  - are fit for the intended purpose and that they work properly, regularly and according to the performance, capacity and other features specified, throughout their life cycle;
  - meet the required quality level;
  - are not used;
- c) that the works fulfill all the contractual requirements and are suitable for their intended use.
- d) that the Contractor is lawfully entitled to the required licenses and permits and that such right may be transferred to ENEL.

14.2 The Warranty Period of the Goods as well as of the contracted Works and/or Services shall be extended for the period set out in the Contract, or if no period is specified, for one (1) year from the date of approval of the Certificate of the Goods or from the Provisional Acceptance of the Works and/or Services, unless the Contractual Documents establish a longer period.

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 Goods supplied by the Contractor were repaired or replaced, in which case they shall be covered by a warranty for a period equal to the Warranty Period. Under no circumstances shall it result in higher costs for ENEL.

14.4 The warranty shall not cover defects or failures that are caused by the improper use by ENEL, except in cases where such improper use is due to errors or misleading information in the manuals or instructions provided by the Contractor.

14.5 If during the Warranty Period any faults should occur as a result of design or material defects or any other faults or defects, the Contractor, upon ENEL's notification, shall repair or replace with new ones, at no cost for ENEL, in the shortest possible time accepted by ENEL. If after receiving such notification, the Contractor does not promptly start, continue or complete the repair of such defect or fault to ENEL's satisfaction, or if the Contractor delays the repair, ENEL may perform the repair independently so that the Goods or the Works and/or Services are in good operating conditions as provided by the Contractual Documents, and the Contractor shall bear all the costs and expenses incurred by ENEL in relation thereto.

14.6 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 receipt of new parts, constructions or systems, as required.

14.7 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.

14.8 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.

14.9 For the Goods or the Works and/or Services which have been replaced, repaired or corrected under warranty by the Contractor, the Warranty Period of 12 (twelve) months shall restart from the date of replacement, repair or correction, with a maximum period of 24 (twenty-four) months from the date of the Certificate of the Goods or from the Provisional Acceptance of the Works and/or Services.

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

14.11 The costs of each repair, replacement and/or correction of the materials and services during the Warranty Period shall be fully borne by the Contractor.

14.12 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 and the economic guarantees provided by the Contractor shall be released.

## **15 PENALTIES**

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

15.2 The Contractor shall pay the penalties set out in this section, in the case of a breach of its obligations. These penalties are cumulative for each breach, and except as otherwise provided by the following subsections, may not exceed ten percent (10 %) of the Contract price, except in the case of arrears. If such limit is reached, ENEL shall be entitled to terminate the Contract according to the Applicable Law.

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, ENEL may apply the penalties provided for in the Contract.

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

15.5 The procedure for the application and collection of the penalties shall be the following:

- a) ENEL shall notify in writing to the Contractor the penalty due, specifying the relevant amount. The Contractor shall have ten (10) calendar days from the notice date to specify any element in its defense.
- b) Upon expiry of this period, and if ENEL refuses the Contractor's arguments, ENEL shall issue and deliver to the Contractor a debit note that shall apply to any issued and outstanding invoice - or any invoice to be issued during the term of the Contract - due to the Contractor. If it is not possible to set off the amount of the penalty against an invoice, the guarantees established shall be enforced if the Contractor does not pay the penalty within five (5) calendar days from ENEL's notification.
- c) After the enforcement of the guarantee, the Contractor shall re-establish the guarantee up to the amount available before the enforcement.

15.6 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.

### **15.7 Penalty for delay.**

15.7.1 If the Contractor does not fulfill the milestones set out by the Schedule, a penalty equal to zero point five percent (0.5 %) of the Contract Price for each week of delay, or fraction thereof exceeding three (3) days, shall apply. If the Contractor does not fulfill the Period of Performance of the activities, a penalty equal to one percent (1 %) of the Contract Price for each week of delay, or fraction thereof exceeding three (3) days, shall apply. If ENEL has applied penalties for partial delays, but the Contractor fulfills the Period of Performance without delays, the partial penalties shall be returned, without applying any update or interest. The penalties for delay may not exceed fifteen percent (15 %) of the Contract price. If such limit is reached, ENEL shall be entitled to terminate the Contract.

#### **15.8 Penalty for failure to meet the deadlines for delivery of the documents**

15.8.1 If the Contractor does not comply with the due dates set out in the Contract for the delivery of the documentation, a penalty equal to the three per thousand (3‰) of the Contract price for each day of delay in relation to each document delivered in delay shall apply.

#### **15.9 Penalty for failure to meet the deadlines during the Warranty Period**

15.9.1 If the Contractor does not comply with the due dates set out for the performance of its obligations during the Warranty Period, a penalty equal to zero point five percent (0.5 %) of the Contract price for each day of delay shall apply.

#### **15.10 Penalties for sanctions from the Supervisory Authority.**

15.10.1 If ENEL is sanctioned with a fine by the National Regulatory Body for Electricity (ENRE), the Government of the Autonomous City of Buenos Aires, any Municipality, or any other body or agency with a supervisory authority, ENEL shall charge such amount to the Contractor, in addition to other expenses arising from such fine, if the fine is applied due to reasons attributable to the Contractor, its employees or its subcontractors, or arising from or in relation to the performance of the Contract.

### **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.

16.1.2 The suspension required by ENEL 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.

16.1.3 If suspension is due to the Contractor's default, including any dangerous situation or behavior by the Contractor in accordance with the HSE Terms, the Contractor shall bear all costs and expenses incurred by ENEL as a result of the suspension.

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

16.1.5 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.

#### **16.2 Withdrawal.**

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

#### **16.3 Termination.**

16.3.1 ENEL may terminate the Contract, in full or in part, in the cases provided for by the Applicable Law and/or in all the cases set out by the Contract and/or in any the following cases:

- (i) death of the Contractor, if the Contractor is a natural person, or a change in his/her capacity that prevents or substantially affects the performance of the Contract;



- (ii) 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";
- (iii) the Contractor files for bankruptcy and/or is declared bankrupt upon request of a third party; and/or
- (iv) the Contractor enters into a composition with creditors and/or subscribes an extra-judicial arrangement with creditors; and/or
- (v) the Contractor transfers to its creditors all or a substantial part of its assets; and/or
- (vi) an attachment or a precautionary measure is ordered on the assets of the Contractor, to such an extent as to prevent the Contractor from the performance of its obligations in accordance with the terms and the scope of Contract; and/or
- (vii) transfer of the Contractor's contractual rights or obligations without the prior explicit approval by ENEL; and/or
- (viii) reduction in the financial capacity/solvency or any other type of legal difficulty, or of any other nature, affecting the normal fulfillment by the Contractor of its obligations;
- (ix) assessment at any time, after the execution of the Contract, of any omission or inaccuracy of any information or statement provided or made by the Contractor in relation to the compliance with the legal, economic, financial, technical or contractual conditions;
- (x) 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;
- (xi) any other breach by the Contractor that may prevent or materially and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a ground for termination;
- (xii) refusal by the Contractor to commence the performance of any activities under the Contract;
- (xiii) 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;
- (xiv) performance by the Contractor of acts that are detrimental to the image of ENEL;
- (xv) 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;
- (xvi) 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;
- (xvii) unjustified interruption or suspension of the performance of the Contract by the Contractor;
- (xviii) failure by the Contractor to perform any of its obligations under the Contract;
- (xix) 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;
- (xx) 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;
- (xxi) failure to comply with intellectual property, confidentiality and personal data processing obligations, in accordance with the laws applicable to 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, without prejudice to ENEL's right to claim compensation for any damage or loss suffered.

16.3.3 In the case of termination due to the Contractor's negligence, the following shall apply - notwithstanding any other remedy provided by the Contract:

- (i) ENEL shall suspend the payments due to the Contractor;
- (ii) the Contractor shall leave the Worksite and ENEL shall take immediately the works executed until that moment, in their current conditions;
- (iii) the Contractor shall deliver to ENEL a detailed list of all the Equipment and Materials covered by the orders, as well as the copies of the relevant purchase orders for the equipment and materials supplied and not supplied;
- (iv) the Contractor shall remove at its cost and expense and deliver to ENEL, at its cost and expense, the equipment and materials supplied and not supplied specified in paragraph (iii) above, intended to be incorporated in the works and services;
- (v) the Contractor shall deliver to ENEL all the technical documentation in its possession on the works and services;
- (vi) the Contractor shall pay to ENEL all the amounts charged for any fine, without prejudice to the ENEL's right to deduct such amounts from outstanding invoices for works executed and verified;

- (vii) ENEL shall issue the Provisional Acceptance Document for the part of Goods, works and services completed according to the Contract within fifteen (15) days from the termination date of the Contract. The Contractor shall warrant such part of the Goods, works or services throughout the Warranty Period;
- (viii) ENEL may contract one or more third parties to complete the provision of the uncompleted Goods, works and services;
- (ix) the Contractor shall pay to ENEL all the damages and losses arising from the termination of the Contract, including, without limitation, the greater cost incurred by ENEL to complete the works and services through third parties which may not be compensated by amounts deducted by ENEL;
- (x) ENEL may enforce all the warranties available.

16.3.4 Upon ENEL's request, the Contractor shall assign to ENEL, or to a third party appointed by ENEL, the contracts and/or purchase orders specified by ENEL as connected with the Goods, works and services, including the contracts with its subcontractors and the agreements for the purchase of equipment and materials.

## **17 FORCE MAJEURE**

17.1 For the purposes of this Contract, force majeure shall include the cases referred to in sections 1730 et seq. of the Civil and Commercial National Code ("Force Majeure"). The burden of proving a Force Majeure Event shall be on the Party claiming its occurrence.

17.2 The Contractor, pursuant to the provisions of section 1733, paragraph a) of the Civil and Commercial National Code, waives its right to invoke force majeure and ensures the performance of its obligations arising from the Contract 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 to the other Party thereof, as soon as possible, and however within forty-eight hours from the day when the affected Party becomes aware of the circumstances referred to above. This notice shall:

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

17.4 The Contractor shall not be subject to penalties if the impossibility to complete the works or to provide the services within the agreed deadlines is due to Force Majeure, within the meaning provided by the Applicable Law, which excludes any obstacle making its fulfillment more difficult or expensive. Force majeure shall not entitle the Contractor to claim from ENEL any costs or damages or losses incurred or suffered.

17.5 In the case of Force Majeure and within forty-eight (48) hours from its occurrence, the Contractor shall inform ENEL in writing thereof, specifying the causes and how they affect the work schedule. If the Contractor fails to inform ENEL within the period specified above, the Contractor shall be subject to the penalties agreed and shall lose its right to invoke force majeure.

17.6 Within ten (10) days from the delivery of the abovementioned notification, ENEL shall inform the Contractor of the relevant acceptance or refusal.

17.7 If the Contractor invokes force majeure as the cause for its failure to perform, in full or in part, its contractual obligations and eventually the event does not qualify as such, ENEL may impose a penalty on the Contractor up to zero point five percent (0.5 %) of the Contract price, without prejudice to any compensation for damages and losses.

17.8 If due to Force Majeure, the performance of the Contract is substantially affected and suspended for more than one hundred and eighty (180) days, either Party shall be entitled to terminate the Contract, with no compensation applying on the Parties.

**18 LABOR LAW OBLIGATIONS****18.1 Labor documentation.**

18.1.1 The Contractor shall be the only employer of the workers employed in the performance of the Contract and the Contractor undertakes to comply with all the relevant labor obligations and liabilities provided by the applicable law. Accordingly, ENEL shall not be liable for any accident occurred to the Contractor and/or its personnel during the works or arising therefrom.

18.1.2 From the start of the performance of the Contract, the Contractor shall contact ENEL's Contractors Control Department, which shall establish the platform where the Contractor is required to submit the labor documentation specified below for the purposes of verifying and confirming the performance of the labor obligations set out in sect. 30 of the Law on Employment Contracts, and in other applicable regulations.

18.1.3 On a monthly basis, according to the schedule established by ENEL and in accordance with the activity carried out or the corporate structure of the Contractor and/or its subcontractors, the following documents shall be submitted on the platform:

- a) List of the workers in charge of performing the works, detailed by Contract, zone, area, Branch, headquarter, substation and/or Operational Center, including the following personal information:
  - Full name.
  - Worker Identification Number (C.U.I.L.).
  - Hiring and firing/termination date, in the case of termination of the employment relationship.
  - Employment category.
  - Professional qualification.
  - Trade Union organization representing the worker.
  - Applicable CLA.
  - Health, safety and training information.
- b) Proof of payment of the remuneration of the workers in charge of performing the Contract.
- c) Proof of deposit with the Single Social Security System (SUSS) made before the AFIP - Federal Administration of Public Revenues (applicable Form 931).
- d) Throughout the term of the Contract entered into with ENEL, the Contractor shall not use payment plans or other payment facilities in relation to the deductions and contributions for Social Security granted by the relevant bodies, as well as the subscription of payment arrangements with other entities due to the breach of its labor obligations in relation to the personnel in charge of performing the Contract. This is due to the fact that the term for the performance of the obligations arising from such payment methods extends beyond the duration of the Contract, preventing ENEL from verifying the actual performance of the obligations undertaken.
- e) Proof of payment of the union fee (Law No 23,551), where applicable.
- f) Proof of deposit to the Unemployment Fund - where applicable (Law No. 22,250).
- g) Proof of deposit of the union contribution to FAECYS (Argentine Federation of Business and Service Workers), where applicable.
- h) One time, submission of a copy of the contract signed with the ART (Occupational Risk Insurers).
- i) Copy of the registration with the National Register of Construction Industry or of its own industry (Law No. 22,250).
- j) Proof of the monthly deposit to the National Register of Construction Industry or of its own industry.
- k) Proof of deposit of the insurance premium of Personal Accidents.
- l) Proof of deposit of the annual fee for the National Register of Postal Service Providers (if carrying out an activity related with the postal sector).
- m) Proof of the existence of a bank current account for each worker, issued by the bank.

18.1.4 The Contractor undertakes to inform ENEL's Contractors Control Department of any dismissal of one or more employee(s) in charge of performing the contractual activities, and the Contractor shall deliver the following documents:

- n) Proof of payment of the severance pay.
- o) Proof of delivery of the work certificate, and of the contributions and payments, clearly specifying that the contributions were actually paid.
- p) In the case of direct dismissal without just cause, supporting documents also certifying the payment of the compensatory items.

q) In the case of direct dismissal with just cause, the record of the dismissal.

18.1.5 Once the documentation has been received, ENEL reserves the right to object to the payments made by the Contractor, either due to the incorrect framework of the Collective Labor Agreement, employment category, calculation criteria for the severance pay, including, without limitation, improper cause for dismissal. ENEL may request the Contractor to pay these amounts according to the applicable law; otherwise, ENEL may do so by itself, and consequently, may retain the amount paid by ENEL for the certification of the services of the Contractor.

18.1.6 ENEL reserves the right to apply the relevant fines and/or sanctions specified in the Particular Contract Conditions in the case of any failure by the Contractor to abide by the procedures of Personnel Hiring and Dismissal, as well as to comply with the strict administrative and labor control, which include blocking the certifications and/or payments and/or the application of pecuniary sanctions.

## **18.2 On-site inspections.**

18.2.1 ENEL may carry out on-site inspection and audits on the personnel of the Contractor and/or of its subcontractors, in order to verify the performance of labor obligations. The Contractor shall provide support in the performance of such inspections; otherwise, this shall be considered as a material breach of the Contract.

## **18.3 Audits**

18.3.1 If any abnormality is found in the performance of the labor obligations, ENEL shall be entitled to perform operational audits at any premises of the Contractor and/or of its subcontractors, which shall perform the required actions to facilitate the task of the personnel appointed by ENEL.

## **18.4 Contractor's Occupational Indemnity.**

18.4.1 The Contractor shall fully indemnify and hold ENEL harmless from any judicial and/or extra-judicial labor or civil claim, regardless of the cause, relating to work accidents, dismissal, failure to pay any differences of earnings, illness, etc., of its personnel or of the personnel of its subcontractors.

18.4.2 Failure by the Contractor to provide ENEL with suitable documents certifying the full payment of the amount claimed within forty-eight (48) hours from the notification, shall entitle ENEL to withhold from any payment due to the Contractor an amount equal to the amount claimed, plus the amounts that ENEL requires to cover costs, interests and other expenses related to the claim. Under no circumstance this withholding shall bind ENEL to pay any interest. ENEL may use the withheld funds to pay the amount claimed, without prejudice to the indemnity obligation undertaken by the Contractor.

18.4.3 The Contractor shall hold ENEL harmless, and undertakes, in case of claim, to make any reasonable effort to relieve ENEL from any type of liability.

18.4.4 In the case of a final judgment against ENEL, the Contractor or both of the Parties holding them jointly and severally liable within legal proceedings, the Contractor shall promptly pay the amounts determined for any reasons, otherwise ENEL may pay, with the funds withheld or any credit owed to the Contractor, the relevant amount.

18.4.5 Furthermore, the Contractor shall monitor the strict compliance with the legal provisions on Occupational Hygiene and Safety, providing its personnel with suitable training and with all safety equipment required for the Works or Services.

18.4.6 Failure to perform the obligations set forth above shall affect the return of the guarantees held by ENEL, and ENEL shall be entitled to report the violations to the Law Enforcement Authority and the relevant social security agencies.

18.4.7 The Contractor undertakes to comply with all the occupational provisions, orders and laws in force or enacted by the competent Authority in the course of works. The Contractor shall keep up to date all the payments of wages, salaries, retirement contributions, social security contributions, insurances, etc. due to the personnel employed by the Contractor or by its subcontractors and the Contractor may not deduct any amount that does not respond to the fulfillment of such provisions, orders and laws, or resolutions by a competent Authority.

18.4.8 The Contractor shall not be entitled to any compensation from ENEL due to loss of or damage to equipment, facilities and other assets, either if caused by force majeure, acts of third parties or of the Contractor. In the event of damage to ENEL's assets due to acts or omissions of the Contractor, ENEL shall enforce the Contractor's liability, setting off the value of the damages suffered against any amount due to the Contractor.

18.4.9 A reasonable request by ENEL to the Contractor for the replacement of any of the workers hired by the Contractor or its subcontractors shall not constitute a legitimate ground for non-performance of the services covered by the Contract.

18.4.10 The Contractor shall have available the infrastructure required for the proper and correct performance of the service, as well as for its supervision. In this regard, the Contractor, on a monthly basis, shall send to ENEL a detailed list of the monitoring carried out at each control center, broken down by shifts.

18.4.11 The Contractor shall provide all the reasonable support to the Inspector, so that it may coordinate ENEL's works.

18.4.12 The Contractor shall have the appropriate communication equipment allowing to promptly find the works manager 24/7.

18.4.13 The Contractor shall monitor the clearly identifiable mobile services, such as the security company.

18.4.14 Any problem with municipal or law-enforcement authorities arising from the non-possession of this identification, shall be the exclusive responsibility of the Contractor.

18.4.15 The Contractor shall be qualified quarterly by ENEL on the basis of the degree of compliance with: lead time, service quality, safety regulations, personnel equipment. Accidents on workplace and the quantity of fines and sanctions applied shall also be considered. This qualification shall be considered for the extension and/or performance of new tenders, as well as for the early termination of the Contract. This qualification shall be delivered to the Contractor, which may reply to the charges as it deems appropriate.

#### **18.5 Training of the Contractor's Personnel.**

- The Contractor shall provide suitable training to its personnel, and the Contractor shall contract trainers whose skills and competences have been approved by ENEL, and the training shall include all the applicable ENEL's rules and procedures, keeping records thereof, to meet the requirements of the service. Likewise, with the aim of a constant improvement, the Contractor shall modify the training according to any change in the personnel, procedures, etc.
- Pursuant to the provisions of ENRE Resolution No. 421/2011, the Contractor shall ensure that all of its personnel and/or the personnel of its subcontractor(s) is qualified in the subject or work covered by the Contract, at recognized institutions or bodies with the prior approval of ENEL. A copy of these qualifications shall be sent to the relevant Department specified by ENEL from time to time.
- The Contractor on a monthly basis shall provide the relevant Department specified by ENEL, from time to time, with a detailed management report, in accordance with the requirements set forth in the points above.
- Standardization of the workers' profiles: the requirements to be fulfilled by the Contractor and applicable to all the workers performing activities for ENEL are as follows:
- Mandatory nature of the administration of the following training: Electrical Risk and Work at Height (for all the workers who, given the nature of their work, are exposed to this kind of risk); First Aid and CPR (for all the workers); in the case of development of specific systems, the personnel shall be trained on the "Safe Development" regulations defined as standards (Secure Software Development Lifecycle); any other training course required by the Argentine laws, with particular reference to the standardizations on electrical works.
- The duration of the courses shall be suitable to enable the development of the contents and entailing the practical activities required for Work at Height and First Aid and CPR courses.
- On a monthly basis the following documents shall be delivered:
- Contents Manuals for all the courses specified in the skills grid, mainly of the three mandatory courses listed in the paragraph above or of any other mandatory course required by the law.
- Annual Training Program: Courses, including their contents and duration, defined by the Hygiene and Safety services managers.
- Program and Contents Manuals of the Induction courses.
- Skills Grid of all the workers, specifying the courses attended by each of them in the last 4 years, and specifying the last date on which each worker attended the training. This grid shall specify the following:
  - a) Personnel list (name and ID no.)
  - b) Job position and title of each worker.
  - c) Qualifications and Certifications, specifying their relevant date of achievement.
  - d) Courses administered; specifying in each case the last date when the training was administered.
- Addressee: HR Training and Development Dept. On a weekly basis, the training administered to the personnel during the relevant week shall be sent to ENEL's Training and Development Department, specifying the name of the course/activity, its duration (days and hours) and the number of attendees.
- Submission method: via e-mail on Thursdays before 12:00 p.m. The e-mail address shall be notified after the award.

#### **18.6 Wages.**

18.6.1 The Contractor shall be solely responsible for the payment of the wages to all of its and its subcontractors' personnel performing the Works and/or Services, as well as for the payment of the social security contributions.

### **19 ECONOMIC GUARANTEES**

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

19.2 The costs for the execution of the guarantees listed below shall be borne by the Contractor.

19.3 The establishment and submission of the guarantees shall not limit the Contractor's liabilities to the amount or validity of such guarantees.

19.4 The economic guarantees shall:

- be unconditional and irrevocable;
- be issued for the benefit of ENEL;
- be issued by a first-rate bank or an insurance company authorized by the National Superintendence of Insurances, approved by ENEL;
- in the case of a bank guarantee, this shall be payable on ENEL's first demand, by only submitting a written request to the issuer stating the Contractor's breach of obligations.

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.

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

19.7 Failure by the Contractor to comply with the required addition or replacement of the guarantees in accordance with clauses 19.4 and 19.5 above, shall entitle ENEL to terminate the Contract or, in accordance with the applicable law, to withhold and suspend payments to the Contractor.

#### **19.8 Performance Guarantee**

19.8.1 The Contractor shall deliver to ENEL a performance guarantee for an amount of ten percent (10 %) of the Contract Price - excluding VAT - unless a higher or lower amount is provided for by the Contract, as a guarantee for the proper performance of its obligations arising from the Contractual Documents, in the form of a bonding insurance policy issued by an insurance company authorized by the National Superintendence of Insurances, or as a first demand bank guarantee issued by a bank approved by ENEL, at ENEL'S discretion and to its satisfaction, in order to guarantee the correct, timely and regular performance by the Contractor of its contractual obligations, including the obligation to pay any amount due to ENEL, such as penalties, specifying the following wording: *"To ensure the accurate, proper and full performance of the Contract"*.

19.8.2 The provision of this guarantee to ENEL shall constitute an essential condition for the execution of any payment to the Contractor under the Contract.

19.8.3 The Contractor shall make available the Performance Guarantee before the Contract signature. If the Contractor does not establish the guarantee specified in this section, ENEL may refuse to enter into the Contract.

19.8.4 The guarantee established by the Contractor shall expire upon Provisional or Final Acceptance, as set forth in the Contract, and shall be returned, within thirty (30) days from the Contractor's written request and after ENEL has carried out all the applicable deductions and inspections.

19.8.5 In the case of any change in the scope which entails an amendment of the Contract price and/or of the Period of Performance, the Performance Guarantee shall be modified according to the new Contract Price and/or Period of Performance.

#### **19.9 Advance Payment Guarantee**

19.9.1 If the Parties agree that ENEL has to pay to the Contractor an advance payment on the Contract price, the Contractor shall provide, before the signature of the Contract, an advance payment guarantee to ENEL, for an amount equal to the one hundred percent (100 %) of the amount of the advance payment, providing in this regard - and at ENEL's own discretion - a first demand bank guarantee issued by a bank approved by ENEL or a bonding insurance policy issued by an insurance company authorized by the National Superintendence of Insurances, approved by ENEL.

19.9.2 The Guarantee established by the Contractor shall expire upon Provisional Acceptance of the Contract and shall be returned within thirty (30) days from the Contractor's written request and after ENEL has carried out all the relevant deductions and inspections.

19.9.3 ENEL shall not pay the advance payment agreed until the Contractor fulfills its obligation to establish the Advance Payment Guarantee. If ENEL fails to pay the advance payment agreed due to a failure by the Contractor to deliver the guarantee, the Contractor shall not be entitled to any claim whatsoever.

#### **19.10 Warranty Guarantee**



19.10.1 A Warranty Guarantee shall be established through the withholding of five percent (5 %) of the amount of each invoice, or a higher percentage set out by the Contract - excluding VAT - and this shall be used as a guarantee for any repair, defect, fault or damage which may arise after the beginning of the Warranty Period and until the discharge of the contractual obligations, since this represents the date of signature of the Final Acceptance Document for the Work and/or Service. The Warranty Guarantee shall be returned within thirty (30) days from such Final Acceptance, without calculating any interest, but applying the relevant deductions.

19.10.2 The Contractor may replace the Warranty Guarantee with a bonding policy, to ENEL's explicit satisfaction.

**19.11 Guarantee for use of ENEL's materials.**

19.11.1 The Contractor, before the commencement of the contractual activities, shall take out a bonding policy for the use of materials in favor of ENEL, for a variable amount depending on ENEL's materials that ENEL has delivered or will deliver to the Contractor for use in accordance herewith. Such policies shall cover all and any materials delivered by ENEL and held by the Contractor and/or to be allocated to commissioned works. Accordingly, the relevant amounts shall be periodically reviewed. The discharge of the obligations covered by this policy shall be specified in the Provisional Acceptance Document, before which the Contractor shall have completed the return of the materials.

**20 INSURANCES**

20.1 The Contractor and its subcontractors shall take out and maintain in force throughout the term of the Contract, and to ENEL's satisfaction, all the insurances listed below, with companies authorized by the National Superintendence of Insurances.

20.2 Before subscribing an insurance, the Contractor shall provide ENEL with the information on the relevant insurer and insurance, and shall receive ENEL's prior written approval. If ENEL does not grant the written authorization, ENEL may require the Contractor to execute another insurance with a company or under the terms and conditions determined by ENEL, as applicable, and the Contractor shall not be entitled to claim from ENEL any costs incurred for contracting any insurance rejected by ENEL.

20.3 The Contractor and its subcontractors shall take out any other insurance required according to any present or future applicable law and shall cover the insurance risks specified in this section.

20.4 The Contractor shall not be entitled to any right of recourse on the amounts directly paid to ENEL by the insurers.

**20.5 List of required insurances.**

**20.5.1. Workplace Accidents.**

20.5.1.1 The Contractor and/or its subcontractors shall take out an insurance against occupational risks, pursuant to Law No. 24,557 as amended, with an Occupational Risk Insurer (A.R.T.), covering all of its employees, regardless of the hiring modality, complying with all the technical, legal and administrative requirements set out in such law and in its regulatory standards.

20.5.1.2 The affiliation contract with the A.R.T. shall include the following clause: "Non-recovery clause: A.R.T. or the self-insured employer expressly waives its right to initiate any recovery or recourse action against [ENEL] and/or its officers and/or employees and/or workers and/or any other relevant subject subsequently specified in the Contract, either pursuant to sect. 39.5 of Law No. 24,557 or to any other legal regulations, in relation to the benefits in kind or cash which shall be granted or paid to the employees or the former employees of the Contractor and/or subcontractors, covered by this policy against workplace accidents or occupational disease, suffered or incurred at or during work or during the route from the worker's house to the workplace. [A.R.T.] undertakes to properly inform [ENEL] of any failure to comply with the policy by the insured and in particular in the case of any failure to pay the insurance within the due date, within ten (10) days from the assessment of such violation".

20.5.1.3 In any case, the Contractor and/or the subcontractors shall prove the affiliation with an A.R.T. and the relevant payment receipt, for all the personnel in charge of performing the Works, Services and/or supplying the Goods and shall promptly notify any hiring or dismissal of such personnel.

20.5.1.4 The Contractor shall hold ENEL harmless against any judicial claim initiated by its personnel or by the personnel of its subcontractors, as well as by its consultants or any other person involved in the Works, Services and/or Goods, resulting into a declaration of unconstitutionality of Law No. 24,557 and in the application of the provisions of the Argentine Civil Code, on the basis of the precedent of the National Supreme Court of Justice "Aquino, Isacio v Cargo Servicios Industriales S.A." or of any other judicial ruling, or in the application of future legal provisions in relation thereto.

**20.5.2 Mandatory Life Insurance.**

20.5.2.1 The Contractor and its subcontractors shall take out for their personnel, the Mandatory Life Insurance (Decree/Law No. 1567/74) as well as any other life insurance to be taken out according to the applicable collective agreements or other specific trade union provisions.

**20.5.3 Personal Accident Insurance.**

20.5.3.1 The Contractor and its subcontractors acting as self-employed workers, or workers under the simplified tax return system, or who may not be included under the A.R.T. coverage, shall take out a Personal Accident insurance providing for the following coverages:

- Accidental death, permanent and total disability due to accidents, partial permanent disability due to accidents. Works at height.

- The indemnification limit shall be of at least one hundred thousand U.S. Dollar (USD 100,000), or its equivalent in Pesos.
- The sublimit for Medical-Pharmaceutical Assistance shall be of at least five thousand U.S. Dollars (USD 5,000), or its equivalent in Pesos.

The policy shall include the following clauses:

- *The parties agree and acknowledge that, contrary to the provisions laid down in clause..... in relation to the establishment of the primary Beneficiary, according to the express requests of the Insured, this Annex expressly sets out that ENEL shall be the only beneficiary of this policy within the limits of its liability, towards the Insured, for any accident occurred in the performance of the tasks relating to this contract and/or circumstances which may give rise to any liability for ENEL.*
- *This policy may not be modified and/or terminated without the prior consent of ENEL.*
- *The insurer undertakes to promptly notify ENEL of any failure to pay by the Insured, at least fifteen (15) days before the date in which such default may determine the termination or invalidity of this policy, in full or in part. If the Insured does not fulfill its obligation set out above, the policy shall not be terminated or voided, in full or in part, if the insurer fails to perform its obligation to promptly notify ENEL within the fifteen (15) days period mentioned above.*

#### **20.5.4 Self-insurance**

20.5.4.1 Self-insurance shall be allowed for those Contractors submitting a copy of the Joint Resolution of the National Superintendence of Occupational Risks and Insurances authorizing self-insurance. The documents delivered shall be approved by ENEL's Insurances Department.

20.5.4.2 On a monthly basis, the Contractor shall properly confirm the payment of the premium to the relevant A.R.T. (Occupational Risks Insurer).

20.5.4.3 If the Contractor's company is structured as a Cooperative and meets the requirements on employees provided by the INAC Resolution No. 360/75, the Contractor shall comply with the provisions of paragraphs 20.5.1, 20.5.8.1 and 20.5.8.2.

20.5.4.4 Pursuant to sect. 1 of Resolution No. 360/75 the production or work cooperatives may not use the services of direct employees, except in the following cases:

- a) The overload of tasks which requires the cooperative to use the services of non-partners, for a period not exceeding three (3) months.
- b) The necessity to use the services of a qualified technician or specialist for a particular task, notwithstanding that this service may not exceed six (6) months.
- c) Seasonal works, for a period not exceeding three (3) months.

20.5.4.5 After expiry of the aforementioned periods, the organization may not contract the services of non-partner workers any more, except if such workers join the organization as partners. If the cooperative has no direct employees, the risks assumed by the partners of the cooperative shall be covered by a personal accident policy in accordance with paragraph 15.5.3.

#### **20.5.5 Car Insurance.**

20.5.5.1 The Contractor and its subcontractors shall take out a Civil Liability insurance covering all the vehicles used for the performance of the relevant Contract, protecting the civil liability for on-board/off-board third parties and goods transported. The coverage limits shall not be lower than seventeen million and five hundred thousand Argentine Pesos (\$ARG 17,500,000) for work cars and vans, and thirty-eight million and five hundred thousand Argentine Pesos (\$ARG 38,500,000) for buses, trucks, trailers and carts.

20.5.5.2 The policy shall contain a clause with the following wording: "If a third-party claims, directly or indirectly, from ENEL an accident payable under this insurance, ENEL shall be considered as insured for this purpose. However, if none of the event described above occurs, ENEL shall be considered as a third party".

20.5.5.3 If the Contractor and/or the subcontractors take out an insurance more extended than the Civil Liability insurance, the insurer shall waive its right of subrogation against ENEL.

20.5.5.4 ENEL may restrict the access to the Worksite to those vehicles of the Contractor or of its subcontractors or of their consultants, whose owner has not fulfilled the requirement set out in this Section.

20.5.5.5 The insurer shall expressly undertake to notify to ENEL any payment default by the Contractor, at least fifteen (15) days before the date on which such default may determine the termination or invalidity of this policy, in full or in part; if the insurer fails to perform this obligation, the policy shall not be terminated or voided, in full or in part, until expiry of the period established from the notification date.

20.5.5.6 The policy shall specify that the vehicle is intended for COMMERCIAL use.

#### **20.5.6 Contractor's Equipment Insurance.**

20.5.6.1 The equipment, machineries or tools used by the Contractor or its subcontractors for the performance of the Works, Services and/or the supply of the Goods, shall be insured against all risks for their replacement value, and such insurance shall cover the civil liability with a limit not lower than the value of the equipment, for a minimum of (USD 50,000). For the coverage of material damages, the insurer shall waive its rights of subrogation against ENEL.

20.5.6.2 The Civil Liability Insurance, shall include the following clause: "If a third-party claims, directly or indirectly, from [ENEL] an accident payable under this insurance, [ENEL] shall be considered as insured for this purpose. However, if none of the event described above occurs, [ENEL] shall be considered as a third party".

**20.5.7 Civil Liability Insurance**

20.5.8 The Contractor and its subcontractors shall take out a Civil Liability insurance policy against damages resulting from any of the tasks performed, including the Goods under surveillance, custody or control and the coverage for their unexpected and accidental contamination and/or pollution, fire, lightning, explosion, electric shocks and gas leaks, damages to the existing underground property and Cross Liability. This policy shall also include the Civil Liability insurance coverage for the equipment to be insured, which shall be in addition to the specific policy. The limit of the coverage shall not be lower than one million US dollars (USD 1,000,000) for each event, and of two million US dollars (USD 2,000,000) on an annual basis.

20.5.9 The policy shall contain a clause with the following wording: "If a third-party claims, directly or indirectly, from [ENEL] an accident payable under this insurance, [ENEL] shall be considered as insured for this purpose. However, if none of the event described above occurs, [ENEL] shall be considered as a third party".

**20.5.10 Transport of Goods Insurance**

20.5.10.1 The Contractor and its subcontractors shall take out the insurance for the transport of the Goods and Materials and/or Equipment, from any place in the world to the Worksite (from a warehouse to the other) and vice versa, including the transit warehouses and the stay at Customs for at least 60 days, as well as the inland transport within the Argentine Republic. This policy shall cover ENEL and/or the Contractor and/or its subcontractors.

20.5.10.2 This policy shall be an All Risk insurance for Materials and/or Equipment, and shall cover any means of transport, either by plane, sea, river, train, truck or mail.

20.5.10.3 The coverage limit shall be equal to the maximum risk incurred by the shipment and the excesses shall not exceed the zero point twenty-five percent (0.25 %) of the total value of the shipment.

**20.5.11 Assembly All Risk Insurance.**

20.5.11.1 If required by the Contractual Documents, the Contractor shall take out an "ASSEMBLY ALL RISK" policy on behalf of the Contractor and/or ENEL and/or the subcontractors, if any. These policies shall include the following features, as well as the coverages A, B, C, D, E, F and G.

20.5.11.2 The insured amount shall include the total amount of the Contract, including goods, materials, labor, equipment and any other insurable item in accordance with the contract. Where applicable, the following coverages shall be included:

- Damages to properties surrounding the site of assembly.
- Cross Liability.

Furthermore, any test, commissioning and maintenance period shall be considered.

**20.5.12 Insurance requirements.**

- a) The Contractor, its subcontractors and/or their consultants shall provide ENEL, at least fifteen (15) days before the commencement of the Works, Services and/or supply of Goods, with the mandatory policies and the relevant payment receipts.
- b) Where applicable, all the policies shall specify ENEL as the beneficiary.
- c) No deductibles excluded by these General Contract Conditions or by the Contract shall be allowed.
- d) All the insurances taken out by the Contractor, its subcontractors and/or their consultants shall include a clause by which the insurer undertakes to refrain from modifying the terms or terminating the policy without informing ENEL by registered letter or other means sent to ENEL's address with a thirty (30) days prior notice.
- e) The insurance companies with which the insurance contracts have been taken out, shall be authorized according to the provisions of the applicable insurance law of the Argentine Republic and shall satisfy ENEL.
- f) No insurance taken out by the Contractor and/or its subcontractors shall relieve the Contractor and its subcontractors from their liabilities under the Contract.
- g) If the insurance companies refuse, in full or in part, to pay the compensation for a claim in relation to which the Contractor, its subcontractors and/or their consultants are liable, the Contractor shall pay the damages suffered, plus any relevant expense arising therefrom.
- h) In the case of claims, the Contractor, the subcontractors and/or their consultants shall cover the deductibles set out in the relevant insurance contracts, if the claim is under their responsibility.
- i) Notwithstanding the execution of the insurances, the Contractor, its subcontractors, and/or their consultants shall implement all the precautions and measures to prevent damages to the Materials and/or Equipment received from ENEL.
- j) The Contractor, its subcontractors, and/or their consultants shall comply with all the requirements set out in any insurance

contract. If as a result of the failure by the Contractor, its subcontractors, and/or their consultants to comply with the requirements of all the insurance contracts, a loss related to a claim is not compensated, in full or in part, the Contractor and its subcontractors and/or their consultants shall pay the uncompensated loss.

- k) If the Contractor fails to contract or maintain in force the insurances taken out previously or under the Contract, ENEL, without prejudice to any other right or remedy available, may contract, maintain in force or re-contract such insurances, pay the required premiums, invoice the relevant amounts to the Contractor and set off at any time the amounts paid, subject to a suitable adjustment, against any payment due to the Contractor, or enforce any of the guarantees provided by these Conditions.
- l) The Contractor and its subcontractors shall support ENEL and provide all the information and documents required by ENEL for the purpose of covering the indemnifications due under the insurances.
- m) The Contractor and its subcontractors shall take out any other insurance required according to any present or future applicable law and shall cover the insurance risks specified in this section.
- n) The insured amounts specified in the required coverages shall be updated without any need to amend the Contract upon ENEL's request, in accordance with the development of the insurance market, or if required by the progress 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 shall obtain the licenses, permits and authorizations required by the holders of patents, models and related trademarks, as well as other intellectual property rights. The Contractor shall be responsible for the payment of any royalty, compensation, remuneration, charge and/o fee due on this basis.

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

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 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 bonding insurance policy issued by an insurance company authorized by the National Superintendence of Insurances, or a bank guarantee issue by a bank approved by ENEL, at ENEL's discretion and to its satisfaction, for an amount equal to the amount claimed, plus twenty percent (20 %). 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 shall 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 intends 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/or 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 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 may not use ENEL's trademarks, logos and/or distinguishing marks and may 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 the 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 has not entered the public domain, is not easily accessible to third parties and is subject to suitable measures to preserve its confidential 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



subsidiaries 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 all information that:

- the receiving Party may prove to be already known to such Party before or upon commencement of the performance of the Contract;
- the receiving Party may prove to be lawfully received by third parties not bound by any legal or contractual non-disclosure obligation.
- after disclosure to the receiving Party, due to reasons other than any of the Party's default, enters the public domain or becomes easily accessible for the persons usually dealing with this kind of information.

22.4 All 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 who effectively need to know it, due to their degree of involvement in the performance of the Contract;
- shall bind and ensure that its Representatives and Affiliates fully comply with the obligations set out in this clause;
- shall be held liable for any action or omission by its Representatives 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 unauthorized access, reproduction, disclosure or use. After termination of the Contract, the receiving Party shall return all data, documents and information received from the other Party or in its possession, for the purposes of carrying out the contractual activities, and shall destroy all copies and files that it may have, unless otherwise authorized in writing by the disclosing Party. The receiving Party shall confirm the destruction of these data to the other Party within fifteen (15) days from the request and shall issue a written statement certifying that such Party does not hold any document or other items containing (or related to) Confidential Information.

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 termination, except as otherwise provided for by the Contract or where required by the Applicable 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 provided for 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 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 representative 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 issue a written declaration certifying that such Party does not hold any document or other items containing (or related to) Confidential Information.

22.12 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.

22.13 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.

#### **22.14 CYBER SECURITY.**

22.14.1 The Contractor may access ENEL's IT system only if 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;
- 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;
- g) the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- h) any transaction developed through ENEL's IT systems shall not violate the Law;
- i) 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;
- j) all e-mail accounts, file storage or communication platforms (including social networks) shall be explicitly provided or authorized by ENEL;
- k) sensitive data shall be stored, transmitted or erased by an appropriate encryption software;
- l) it is forbidden to modify the system configuration to avoid security checks;

22.14.2 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.

22.14.3 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. Upon ENEL's request, at any time and for any reason, the Contractor shall participate in and implement ENEL's two-factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use the ENEL Systems. To participate in and implement the Multifactor Authentication System, the Contractor shall meet the following requirements: (i) a smartphone and a working SIM card (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 fulfill all of the foregoing requirements at its sole risk, cost and expenses. ENEL does not bear any charge (financial or otherwise) for the supply of the smartphone and shall not be liable to the Contractor or any third party for any damages, claims or losses, either direct or indirect, arising out of or connected with the failure and/or defective functioning or unlawful use of any smartphone that is used for the Multifactor Authentication System by the Contractor's employees, agents, Subcontractors, representatives or other Personnel.

### **23 PROCESSING AND PROTECTION OF PERSONAL DATA.**

#### **23.1 PRIVACY NOTICE ON PERSONAL DATA PROCESSED BY THE PARTIES.**

23.1.1 For all the definitions related to Personal Data, reference is made to the terms and definitions set forth by Law No. 25,326 "Personal data protection act", as amended and supplemented.

23.1.2 The Contractor shall comply with all the provisions of Law No. 25,326 and with any other applicable regulations on data protection, as well as with any other law or regulation amending, supplementing or repealing them.

23.1.3 The Parties acknowledge that personal data are mutually collected during the assignment of the Contract, and are processed for its management and performance, or to comply with the applicable law. Personal data shall be collected and processed by automated means and/or paper forms and shall be stored throughout the term of the Contract and after its termination, for a period not exceeding the term set out by the applicable law.

23.1.4 For the purposes of this clause, the following definitions shall apply:

- "Data Controller", is the Enel Group company entering into the contract or the company for and on behalf of which the Contract is entered into, in the person of its legal representative (hereinafter, Enel).

- **“Data Processor”**, any authorized representative processing personal data on behalf of the Controller. For the purposes of this contract, each of the Parties is a Processor of the personal data received from the other party for the performance of the contractual services.
- **“Data Subject”**: any natural person or legal entity having its registered address or local offices or branches within the country and whose personal data are processed.
- **“Personal Data”**: any type of information concerning identified or identifiable natural persons or legal entities. Personal data may be transferred to third parties, either companies under the administration of the Enel Group or related thereto, or other third parties, which may be appointed by the Data Controller as “Data Processors”.
- **“Data processing”**: systematic operations and procedures, either electronic or not, enabling the collection, retention, arrangement, storage, modification, linking, assessment, block, destruction and in general the processing of personal data, as well as their transfer to third parties by means of communications, inquiries, interconnections or transfers.
- **“Archive, register or database”**: any organized set of personal data subject to processing, either electronic or not, regardless of its method of formation, storage, arrangement or access.
- Data Subjects shall be entitled to the rights provided for by Law No. 25,326 and by any regulations amending or supplementing it, as well as the right to lodge a complaint, by contacting the Data Controller.
- The Controller has appointed a Data Protection Officer (DPO), which may be reached at the address: [dpo.argentina@enel.com](mailto:dpo.argentina@enel.com).

## 23.2 APPOINTMENT OF THE CONTRACTOR AS THE DATA PROCESSOR

23.2.1 If the Contractor is requested by ENEL to process personal data, upon execution of the Contract and throughout its term, ENEL - as the Data Controller - appoints the Contractor, which accepts such appointment, as the Data Processor and by virtue of such appointment, the Contractor undertakes the obligations arising from this title. The decisions on the data shall be taken by the Data Controller, and the Contractor shall only process the data for the purposes related to the performance of this contract or to comply with a legal obligation. Personal data may be processed by automated and/or physical means and shall be stored during the performance of the Contract and after its termination for a period not exceeding the terms set forth by the applicable law.

23.2.2 If the Contractor is a Consortium or a Temporary Association of Companies (“TAC”), the companies belonging to the Consortium or TAC shall be appointed as Data Processors, and shall comply with the obligations of this clause.

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

23.2.4 The Data Processor undertakes to process the data in accordance with the applicable law, as well as with the criteria, requirements and specifications set out in the Contract, with ENEL's applicable Privacy Policy and the recommendations or instructions given by ENEL.

23.2.5 The Data Processor shall be subject to the following obligations and responsibilities:

- a) It shall only process personal data in accordance with the Data Controller's instructions, as documented in Annex Personal Data Protection 1, specifying the type of data processed and the categories of Data Subjects.
- b) It shall process the data in accordance with the applicable legislation, as well as with the criteria, requirements and specifications set out in the Contract, with ENEL's applicable Personal Data Processing Policy and other recommendations or instructions given by ENEL.
- c) It shall ensure that its employees or associates involved in carrying out any operation, including the consultation or administration of a system, related to the processing of personal data for which ENEL is the Controller (hereinafter “Authorized Persons”), are aware of their obligations and responsibilities arising from this clause. Furthermore, it shall ensure that its employees or associates know and apply the Principle of Confidentiality and that they are suitably trained on the principles related to Personal Data protection.
- d) To this purpose, the Contractor shall submit, or make available, to ENEL, upon ENEL's request, a self-declaration (Personal Data Protection Annex 2) and a list of the Authorized Persons who may directly or indirectly operate in the systems containing ENEL's Personal Data; this Annex shall be kept up-to-date throughout the term of the Contract. The Contractor shall inform ENEL, within 5 (five) calendar days, of the termination of the employment relationship or of the activities of the Authorized Persons, in order to enable ENEL to immediately withdraw the relevant authorizations.
- e) It shall not disclose, nor transfer to other natural or legal persons, the personal data received for the performance of the legal relationship. Furthermore, it shall maintain the proper confidentiality on the authorized processing activities.
- f) It shall implement all the security measures required by the law or given by the Controller, all the preventive measures resulting from experience as well as the technical and organizational measures required by the applicable legal regulations and by the Controller, designed to prevent an unauthorized data processing that does not comply with the purposes for which the processing is carried out or that violates personal data protection, in order to ensure the security of personal data and prevent their alteration, loss, unauthorized processing or access, taking due account of the state of technology, the nature of the data stored and the risks to which they are exposed, regardless of whether they arise from human actions or from physical or natural causes. The measures shall include, without limitation, hardware,

software, recovery procedures, backup copies and digital or hard-copy information extracted from personal data. Furthermore, the Contractor shall regularly verify the suitability of these measures, to ensure that they are appropriate in relation to the risk arising from personal data processing.

- g) It shall only use the applications and/or tools specified by ENEL for the processing and transmission or transfer of the Personal Data, without prejudice to the express authorizations of the units of the relevant companies to use other application outside ENEL's platforms.
- h) If for the performance of the service an international transfer of personal data is required, for which ENEL is responsible, the Contractor shall comply with the legal provisions and undertakes to expressly request ENEL's prior authorization, so that ENEL may determine if such transfer is required, if it complies with the legal requirements and, where applicable, request the relevant authorizations. However, upon ENEL's prior request, it shall provide the list of the countries and data centers where personal data shall be processed on behalf of ENEL.
- i) Upon express request by the Data Controller, it shall provide the list of the countries and data centers where the data shall be processed on behalf of the Data Controller;
- j) It shall keep a log of the processing activities carried out on behalf of ENEL and provide a copy thereof upon ENEL's request.
- k) It shall provide all information required to enable the Data Controller to guarantee and comply with its obligation to meet the requests of the data subjects related with the exercise of their rights.
- l) Upon termination of the contract, it shall safely eliminate and/or return to the Controller all the personal data received during the performance of the contract, except for those personal data that must be retained for purposes related, without limitation, to: (i) legal obligations and (ii) bringing or defending from legal actions. Supporting evidence of such safe elimination shall be provided to the Controller (which may provide the Contractor with instructions or best practices for the methods to eliminate such data).
- m) ENEL reserves the right to request the return of the personal data processed by the Contractor, including before termination of the Contract, by notifying the Contractor in writing thereof; furthermore, ENEL reserves the right to carry out audits and inspections, including by means of a third party appointed by ENEL, to verify the fulfillment of the Contractor's obligations arising from this clause.
- n) In the case of a breach, either actual or alleged, of the protection of personal data, it shall notify ENEL thereof as soon as possible and however within 48 hours of becoming aware of the breach and without any undue delay.
- o) It shall comply with any order received from the Judicial Authority or other Personal Data Protection Authorities or any other competent authority in accordance with the applicable legal provisions, and shall support ENEL during the activities carried out by such Authorities.
- p) The Contractor shall be fully liable and undertakes to indemnify ENEL against any claim, fine or sanction incurred or suffered for the damages caused, to the extent that such claim is based on the violation, or improper or inappropriate observance, by the Contractor or by third parties appointed by the Contractor (Sub-Processors) of the provisions of this section or the applicable legal provisions.
- q) The Contractor declares to be fully aware of the contents of this clause and undertakes to comply with the laws, regulations and rules on Personal Data protection and processing, as well as with ENEL's applicable Personal Data Processing Policy. The Contractor may request a copy of this policy to the Contract Manager.
- r) The Contractor shall not process personal data for purposes other than the performance of the Contract. The Contractor shall not carry out massive extractions of personal data, including by means of the "RPA - Robotic Process Automation", unless this is required for the performance of the Contract or except if the Contractor has received ENEL's prior authorization. Otherwise, ENEL may, at its sole discretion, terminate the contract without any right to compensation for the Contractor and without prejudice to any action for the damages and losses suffered by ENEL in relation thereto.
- s) The Data Processor shall be automatically removed from its office upon termination of the contract or upon fulfillment of all the obligations set out therein.

#### **23.2.6 Other Data Processors (or Data Sub-Processors):**

- a) If for specific processing activities the Data Processor needs to involve in the performance of the Contract one or more additional Data Processor(s) outside its organization, which in turn implies that such third parties shall access and/or process the personal data referred to in this section, they shall be appointed as Sub-Processors (hereinafter Data Sub-Processors).
- b) Before the commencement of the activities under the Contract, and in any case before the processing, the Sub-Processor shall submit or make available to ENEL (at ENEL's discretion), by means of the Contractor, the list of the names of its employees appointed as "Authorized Persons" for the processing of Personal Data for which ENEL is the Data Controller, including the self-declaration of appointment (Personal Data Protection Annex 2).
- c) Upon execution of the Contract, the Sub-Processors specified by the Contractor shall be considered as authorized (Annex GDPR 3). If the Contractor, due to proven and reasonable reasons, intends to modify this list, the Contractor, before appointing new Sub-Processors, shall request ENEL's authorization in accordance with the attached rule (Annex GDPR 4).

- d) The Data Processor declares that the Data Sub-Processors shall process personal data in Chile, in the Member States of the European Union or in countries ensuring a suitable protection of personal data in accordance with the European standards.
- e) If the Sub-Processors process the data in the United States, and are subject to the U.S. legislation, the Data Processor shall ensure the validity of the Privacy Shield Certifications for the Processor and the Sub-Processors.
- f) The Contractor warrants that the appointment of the Sub-Processor shall be revoked upon expiry of the contractual relationship between ENEL and the Contractor or upon its termination for any reason whatsoever.

### **23.3 SYSTEM ADMINISTRATORS**

23.3.1 If during the performance of the Contract, the Contractor's and/or Sub-Processors' personnel accessing the personal data for which ENEL is the Data Controller, carry out functions attributable to a "System Administrator", intended as a professional responsible for the administration and maintenance of an IT system or component, the Contractor undertakes to:

- ensure that they have been formally appointed by a specific document;
- ensure that the System Administrators receive specific instructions to carry out their tasks, as well as a suitable training on personal data protection;
- provide, upon ENEL's request, the list of the System Administrators appointed by the Contractor and, where applicable, by the Sub-Processors;
- keep a log of the accesses, disconnections and access attempts by the System Administrators appointed by the Contractor and, where applicable, by the Sub-Processors. These logs shall be made available to ENEL, upon ENEL's request.

### **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 the 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 indexes 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 SHARING**

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

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

"Value Engineering" proposals shall include:

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

25.3 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.

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

25.5 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.

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

## **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.

### **26.2 Decision-making process.**

26.2.1 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.

### **26.3 Responsibility.**

26.3.1 The Review 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.

26.3.2 Unless otherwise agreed 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.

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

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

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

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 comply with the Applicable Law and with the above-mentioned principles, and to inform ENEL of any situation which, to the best of its knowledge and following due investigation, 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 make all efforts to fulfill this obligation and shall ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain do the same.

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 its relationships refers to the commitments and responsibilities set out in its Code of Ethics, the Anti-Bribery Policy, the Zero Tolerance Plan Against Corruption (ZTC) or the "Enel Global Compliance Program (EGCP)" and in the Human Rights Policy. These documents are available on the corporate website:

[https://www.enel.com.ar/es/enel\\_generacion\\_costanera.html](https://www.enel.com.ar/es/enel_generacion_costanera.html)

<https://www.enel.com.ar/es/enel-generacion-el-chocon.html>

<https://www.edesur.com.ar/wordpress/wp-content/uploads/2020/06/Poli%CC%81tica-Antisoborno-Edesur.pdf>

29.1.2 The Contractor acknowledges the commitments laid down in the documents referred to above and declares that the conduct of its business and the management of its relationships with third parties are inspired by 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 Contractor undertakes to comply, and to ensure that its Subcontractors, Subsuppliers, Third Parties appointed by the Contractor and its entire supply chain comply, with the International Labor Organization conventions and the legal obligations on the prevention of child labor and the protection of women; equal opportunities; the prohibition of discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and protection; health and hygiene conditions. The ENEL Group abides by the principles of the United Nations Global Compact ("GC") and, in compliance with the tenth principle of the GC, pursues its commitment to fight against any form of corruption. Therefore, the ENEL Group 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.

29.1.4 The Contractor undertakes, on its behalf and on behalf of its partners and/or associates, personnel or representatives, to refrain from offering any kind of payment, gift or promise, or granting benefits, either directly or indirectly or through an intermediary or a close relative of a public officer, to or in favor of a public officer, if such payment, gift, promise or benefit is aimed at:

- (i) influencing any act or decision by such public officer;
- (ii) inducing such public officer to perform or refrain from performing any act in violation of its legal duties;
- (iii) obtaining any undue benefit or advantage; or
- (iv) inducing the public officer to use its influence to alter any act or decision by any department, agency or body of any government or public company.

29.1.5 All the financial transactions, invoices and reports submitted by the Contractor shall reflect accurately and in detail all the activities and operations carried out throughout the performance of the contractual relationship. The Contractor shall maintain proper internal controls to ensure that all payments made within the framework of the Contract are authorized and compliant.

29.1.6 Furthermore, the Contractor shall comply with the applicable legislation on salary, 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 represents and warrants that no public officer or close relative of a public officer has a beneficial relationship, whether direct or indirect, with such Party or is the director, officer, agent or representative of such Party, except for any property, interest or task of which such Party has informed the other Party; or owns or holds, either directly or indirectly, shares or any other interest in such Party (other than securities listed on the stock exchange not sufficient to represent a controlling interest). The representations and warranties above shall survive throughout the term of the Contract. Each of the Parties undertakes to promptly notify to the other Party in writing any information which may affect the accuracy of the representations and warranties above. If a public officer or a close relative of a public officer has a beneficial relationship, whether direct or indirect, with one of the Parties, and/or holds and/or acquires, either directly or indirectly, shares or any other interest of such Party, and/or is or becomes the director, manager, agent or representative of such Party, the interested Party shall take any suitable measure to ensure that the public officer or close relative of a public officer avoids any conflict of interests, complies with the applicable legislation prohibiting conflicts of interests by a public officer and all complementary regulations, and complies with each of the anti-corruption provisions set out herein. In this regard, please see the provisions of clause 32 "Conflict of Interests".

29.1.8 For the purposes of this section, "Public Officer" means, without limitation, any person who is: (i) an agent, authority, officer, manager or representative of a governmental entity, agency, department, including the entities of the Executive Power, Legislative Power and/or Judicial Power, state-owned companies, joint ventures and public foundations, whether domestic or foreign; (ii) a person holding, serving or performing, including on a temporary and free-of-charge basis, an office, function or employment in an entity of a sovereign State and its administrative offices, including the entities providing public services or fulfilling a public function; (iii) an officer, consultant, member or representative of an international public organization; and (iv) an officer or director of a political party, as well as their representatives nominated for elective or political public offices, either in the countries where the Parties operate or abroad.

29.1.9 The Contractor declares to acknowledge the commitments under this clause and undertakes to comply with the statements made, as well as to refrain from promising, offering or requesting an unlawful payment during the performance of this Contract.

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

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

## **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.

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

1. that the Contractor does not hold, within the ENEL Group companies, any senior management office (such as, but not limited to, director, senior manager with strategic duties), nor the Contractor is an employee of the company or an auditor of the ENEL Group;
2. that no relatives of the Contractor work inside the ENEL Group companies. This relationship includes relatives within the third degree of blood relationship (e.g., parents, sons, daughters, grandparents, grandchildren, siblings, uncles, aunts, nephews and nieces), relatives by marriage up to the second degree (e.g., parents-in-law, sons-in-law, daughters-in-law and siblings-in-law), relatives by adoption (e.g., stepparents, stepsons and stepdaughters) or related by marriage, civil or domestic partnership;
3. that the Contractor as well as its family members (spouse not legally separated or first-degree relatives) did not hold, in the last twenty-four (24) months, nor are currently holding any office in the Public Administration<sup>1</sup> 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.).

29.2.4 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 of kinship or by marriage, 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 twenty-four (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<sup>2</sup> which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of concessions, control activities, etc.).

29.2.5 The Contractor undertakes to promptly inform ENEL of any change occurred, as soon as it becomes aware thereof, 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" and

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

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

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.**

29.4.1 By submitting the bid and/or accepting the Contract, the Bidder/Contractor declares:

- to acknowledge the commitments undertaken by the ENEL Group and specified in the following key documents: Code of Ethics, Zero Tolerance Plan Against Corruption (ZTC), Human Rights Policy and Corporate Criminal Liability Compliance plan, 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 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, allegations of bribery or corruption, nor to any other crimes listed in sect. 1 of Law No. 27,401;

<sup>1</sup> Office in the public administration shall have the meaning set out in Resolution 134/2018 of the Financial Information Department.

<sup>2</sup> In this regard, reference should be made to note 1.

- 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.

29.4.2 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 of any criminal investigation, referred to in the third paragraph of letter a) above.
- 3) any other information, not included in this article, which due to its relevance should be reported to ENEL.

29.4.3 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 INTERNATIONAL SANCTIONS AND EXPORT CONTROL DECISIONS**

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

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

29.5.3 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.

29.5.4 Furthermore, the Contractor represents that, to the best of its knowledge and after due investigation, 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.

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

29.5.6 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 action or remedy available in accordance with the Applicable Law and/or the Contract.

## **30 GOVERNING LAW**

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

## **31 JURISDICTION**

Any dispute arising between the Parties in relation to the construction or execution of this Contract shall be submitted to the exclusive jurisdiction of the ordinary national courts located in the Autonomous City of Buenos Aires, and the Parties expressly waive any other jurisdiction.



## General Contract Conditions Argentina

E- 8<sup>th</sup> edition, valid as of 14/06/2022



Personal Data Protection Annex

## Personal Data Protection Annex 1

### Description of Personal Data Protection Processing

Pursuant to Section XX of the General Contract Conditions applicable to Argentina and contact No. [insert contract reference number] and, in particular, the appointment by the company [ *Edesur S.A. /Enel Generación Costanera S.A./Enel Generación El Chocón S.A. /Enel Argentina S.A. /Enel X SAU /Enel Trading S.R.L.*] of [ insert Contractor name] as Data Processor, this Annex is intended to specify that the aforementioned processing shall be applied to the following category/categories of data and category/categories of Data Subjects.

#### A. Personal Data Categories

- |   |                          |
|---|--------------------------|
| - Biographical details <sup>3</sup>                     | <input type="checkbox"/> |
| - Sensitive data <sup>4</sup>                           | <input type="checkbox"/> |
| - Judicial data   | <input type="checkbox"/> |
| - Personal economic and financial data <sup>5</sup>     | <input type="checkbox"/> |
| - Contact details <sup>6</sup>                          | <input type="checkbox"/> |
| - Data related to identification documents <sup>7</sup> | <input type="checkbox"/> |
| - Geolocalization data                                  | <input type="checkbox"/> |
| - Statistical data                                      | <input type="checkbox"/> |
| - Other categories of personal data (free text)         | <input type="checkbox"/> |

#### B. Categories of Data Subjects

- |   |                          |
|---|--------------------------|
| - Business Partners                             | <input type="checkbox"/> |
| - Contractors                                   | <input type="checkbox"/> |
| - Clients                                       | <input type="checkbox"/> |
| - External Subjects                             | <input type="checkbox"/> |
| - Minors  | <input type="checkbox"/> |
| - Employees                                     | <input type="checkbox"/> |
| - Executive Employees                           | <input type="checkbox"/> |
| - Shareholders                                  | <input type="checkbox"/> |
| - Employees of other Companies                  | <input type="checkbox"/> |
| - Other categories of Data subjects (free text) | <input type="checkbox"/> |

<sup>3</sup> For example, name, surname, gender, date of birth, place of birth, etc.

<sup>4</sup> For example, information about minors, health, political opinions, religion, race, sexual orientation, other.

<sup>5</sup> For example, bank account number, credit card number, credit history, other.

<sup>6</sup> For example, address, email, landline, mobile numbers, other.

<sup>7</sup> For example, identity card, DNI, passport, CUIT, CUIL, etc.



## General Contract Conditions Argentina

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### Personal Data Protection Annex 2

#### SELF-DECLARATION

##### Appointment of Authorized Persons for Personal Data Processing

Pursuant to section XX of the General Contract Conditions applicable to Argentina and contract No. (...) and, in particular, the appointment by the company [ ], as Data Controller, of [ ] as Data Processor, under penalty of perjury:

#### I DECLARE THAT

- a) I have advised my employees/collaborators in relation to the activities described in the contract referred to above, about the duties and responsibilities they have as "Authorized Persons" to process personal data, including the minimum requirements set forth at the end of this statement;
- b) The Sub-Processor, if applicable, carrying out the activities described in such contract, has advised its employees and collaborators in relation to the duties and responsibilities they have as "Authorized Persons" to process personal data;
- c) ENEL may have access at all times to any supporting documentation evidencing the statements above.

#### I AGREE TO

- a) Ensure that your workers and your contractors' workers (hereinafter the "Contractor's Authorized Persons") have been made aware, trained and therefore advised on the obligations and responsibilities arising from performance of this contract and applicable laws on personal data processing.
- b) Ensure that the Contractor's Authorized Persons are familiarized with and implement the Principle of Confidentiality of personal data processed under this contract.
- c) Keep and make available to Enel the list of Contractor's Authorized Persons to process personal data and/or directly or indirectly run Enel's systems containing Personal Data, and to keep it duly updated.
- d) To report to ENEL the employees/collaborators who no longer process personal data due to termination of employments or the activities performed for Enel of the Authorized Persons, within five business days of occurrence of any of such events.

Full name of Legal Representative .....

Signature of Legal Representative .....

Date.....



**INFORMATION AND MINIMUM INSTRUCTIONS FOR PERFORMANCE OF THE TASKS RELATED TO PROCESSING OF PERSONAL DATA BY AUTHORIZED PERSONS.**

In particular, it is set forth that:

- Processing of personal data must be carried out in a lawful and proper manner;
- Personal data must be processed solely for purposes associated with the activity carried out, exclusively during working hours and in any event in compliance with the processing term required by law;
- Notwithstanding the foregoing, in the exceptional case of personal data processing performed outside working hours, the Authorized Person must ensure that he/she has closed the work session ("log-off") so that access credentials are safeguarded for subsequent use;
- The completeness and accuracy of any provided data must be constantly monitored, and processing must be performed on updated data;
- If the contract involves the collection of consents from Data Subjects, the instructions given by ENEL must be followed and in any event they must be set forth in supporting documentation;
- In the event of interruption –even temporary– of work you must make sure that already processed data are not accessible by unauthorized third parties by implementing a specific log-off;
- Authentication credentials must be confidential and as such exclusively used by the Authorized Person;
- Maximum confidentiality must be assured for every data processing operation.

In Particular, Authorized Persons are required to:

- access only personal data the knowledge of which is strictly necessary to fulfil the tasks assigned and for no longer than the time strictly necessary;
- not leave ENEL's documents unguarded or exposed to the view of third parties not involved in the processing, with particular reference to those containing sensitive and legal data, ensure the confidentiality of the data in question, taking appropriate precautions - also on the basis of instructions from ENEL - to prevent unauthorized persons from accessing such data;
- not disseminate or communicate data coming into your possession, except in cases permitted by law or provided for by contractual regulations, and maintain due confidentiality with regard to information that you have become aware of during the course and after cessation of the activity;
- not download massive amounts of personal data without the prior communication and authorization from ENEL;
- with appropriate care and due diligence store the hard copies of documents entrusted for the implementation of work which contain sensitive personal data and data concerning criminal records and observe the relevant data storage and access instructions given by ENEL;
- adopt and strictly follow the instructions given by the Data Controller or Data Processor with regard to appropriate organizational and technical measures that ensure a level of security adequate to the risk;
- in particular, for processing data with electronic or automated devices, observe any specific authorizations/qualifications and the methods and storage tools provided by the Data Controller or Data Processor;
- inform the Data Controller or Data Processor any security breach involving personal data being processed, in particular, if sensitive and/or judicial data.

## Personal Data Protection Annex 3

### List of Third Parties with access to Personal Data

Pursuant to Section XX of the General Contract Conditions applicable to Argentina and contract No. *[insert contract reference number]* and, in particular, the appointment by the company *[insert company]* of *[insert Contractor name]* as Data Processor, the list of third parties who will have access to and/or process personal data arising from the contract with ENEL is provided below:

| CORPORATE NAME and CUIT | PRODUCT OR SERVICE SUPPLIED OR PERFORMED | PURPOSE OF PROCESSING | CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS | COUNTRY OF DOMICILE AND ADDRESS | CONTACT DETAILS | GUARANTEES FOR INTERNATIONAL TRANSFER OF PERSONAL DATA <sup>8</sup> |
|-------------------------|--|-----------------------|---|---------------------------------|-----------------|---|
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |

<sup>8</sup> If Enel has authorized the international transfer, indicate that such authorization has been secured and the country to which such international transfer shall be made.

## Personal Data Protection Annex 4

Pursuant to Section XX of the General Contract Conditions applicable to Argentina and contract No. *[insert contract reference number]* and, in particular, the appointment by the company *[insert company]* of *[insert Contractor name]* as Data Processor, authorization is requested for the third parties listed below to have access to and/or process personal data arising from the contract with ENEL:

| CORPORATE NAME and CUIT | PRODUCT OR SERVICE SUPPLIED OR PERFORMED | PURPOSE OF PROCESSING | CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS | COUNTRY OF DOMICILE AND ADDRESS | CONTACT DETAILS | GUARANTEES FOR INTERNATIONAL TRANSFER OF PERSONAL DATA <sup>9</sup> |
|-------------------------|--|-----------------------|---|---------------------------------|-----------------|---|
|                         |  |                       |   |                                 |                 |   |
|                         |  |                       |   |                                 |                 |   |

(...)

Based on the foregoing, I declare that for performance of the specific activities related to performance of the Contract referred to above, external companies are required to be hired, and for such purposes,

- the company(ies) listed above shall agree to be bound by the duties and obligations of due processing of personal data to which they may have access, subject to the same provisions set forth in the Contract executed with ENEL, and compliance with all such obligations arising from data protection laws and regulations.

Date of request:

Contractor/Data Processor

Legal Representative/Attorney-in-fact

Name \_\_\_\_\_

Accepted,

ENEL/Data Controller

Legal Representative/Attorney-in-fact

Full Name \_\_\_\_\_

Date of authorization:

<sup>9</sup> If Enel has authorized the international transfer, indicate that such authorization has been secured and the country to which such international transfer shall be made.