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1 SCOPE.

1.1 These General Contracting Terms (hereinafter, the “General Terms” and/or “GCTs”) govern the contractual relationship between the companies belonging to the ENEL Group (hereinafter “ENEL”) and its Contractors (hereinafter the “Parties”) regarding the procurement of goods, materials, equipment, works and/or services.

1.2 ENEL pursues a sustainable business model and places environmental, social and economic sustainability, together with innovation, at the core of its corporate culture, by implementing a growth 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 also committed to bolster social, economic and environmental sustainability through the contractual relationships with its suppliers.

Contractor declares being familiar with 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 Terms shall apply, notwithstanding any other agreement to the contrary, taking into account the order of precedence set out in the clause titled “INTERPRETATION AND HIERARCHY”.

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

1.5 Any exception to these General Terms proposed by Contractor shall only be valid if requested in advance in writing and accepted by ENEL in the same way. If an amendment to this General Terms is accepted, it shall only apply to the relevant Contract, excluding any application thereof to other existing contracts nor to any other future contract executed with the same Contractor.

2 DEFINITIONS.

The following definitions, *inter alia*, shall apply to this document:

- **Affiliate:** in relation to any person, any other person who: (a) directly or indirectly controls, or is controlled by, or is under common control with, such person; or (b) directly or indirectly holds fifty percent (50%) or more of any class of voting shares or other interests in the share capital of such person; or (c) holds fifty percent (50%) or more of any class of voting shares or other interests in the capital directly or indirectly beneficially owned or held by such person, or (d) either holds a general partnership interest in such person or such person holds a general partnership interest in the other person. For the purposes of this definition, the word “controls” means the possession, either direct or indirect, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities or otherwise.
- **Completion term:** period over which Contractor undertakes to complete the Scope of Contract, as set forth therein.
- **Duration:** period of validity of the Contract set forth therein.
- **ENEL Group:** means Enel S.p.A. and its Affiliates.
- **Execution Date:** date on which the Contract enters in full force. Unless otherwise provided for in the Contract, such date corresponds to the date of signature thereof by both Parties.
- **Final Acceptance:** acceptance by ENEL of the completion of the Scope of Contract, which takes place after any defects or deficiencies identified during commercial operations have been remedied.
- **Final Acceptance Date:** date when the warranty period ends upon final acceptance.
- **Governmental Authority:** any and all national or foreign political, administrative, customs, governmental, municipal, judicial or any other type of authority or public entity and their bodies, tax, quasi-tax and autonomous administration institutions or other type of bodies or agencies, regardless of their class and nature.
- **Law:** all legislation in force in Chile, as well as its laws, decrees, ordinances, instructions and their relevant regulations.
- **Provisional Acceptance:** conditional acceptance by ENEL of the delivery of the Scope of Contract, which shall be verified or confirmed under operational conditions within an agreed period. Such acceptance shall be given upon occurrence, or declaration by ENEL, of the last of the following conditions: (a) full and proper completion of the Scope of Contract, (b) no defects exist, (c) all defects have been remedied; (d) the activities under the Scope of Contract have been completed and accepted for commercial purposes, if applicable, and (e) Contractor has delivered all required documents to ENEL.
- **Provisional Acceptance Date:** date when the Warranty Period starts based on the Provisional Acceptance.
- **Scope of Contract:** materials, equipment, works and services defined in the Contract and/or in the Technical Specifications, which ENEL shall procure from Contractor under the Contract.
- **Subcontractor:** a Person - including the relevant employees and representatives - who has executed a direct contract with Contractor for the performance of part of the Scope of Contract relating to the provision of works and services.
- **Sub-supplier:** a Person - including the relevant employees and representatives - who supplies to Contractor, either directly or indirectly, in whole or in part, the materials and/or equipment required for the performance of the Scope of Contract.
- **Third Party:** any Person other than a Party to the Contract.



- **Certificate of acknowledgment of works and services:** document specifying any defect found in the work or service completed and the deadline for their correction by Contractor.
- **Delivery Note:** commercial document containing a list of goods supplied and certifying their delivery.
Shipping authorization: document issued by ENEL, which authorizes Contractor to ship, in whole or in part, the equipment or material under the Contract.
- **Dispatch note:** document issued by Contractor after completion of all the agreed procedures, informing ENEL that the equipment or material covered by the Contract has been shipped, in whole or in part.
- **Agreed quality:** agreement established between ENEL and Contractor whereby Contractor guarantees a quality level previously agreed between the Parties.
- **Letter of intent or Order to proceed:** non-binding agreement containing commitments that may or may not be formalized in a Contract.
- **Inspector:** Person or entity appointed by ENEL who carries out inspection functions at any stage of performance of the Contract.
- **Request for Proposal:** document whereby ENEL requests an offer. This shall contain the Technical Specifications and the Commercial and Legal Specifications, including these General Terms.
- **Quality Control Plan:** document issued by Contractor specifying the procedures, processes and resources that shall be used for the fulfillment of the contractual requirements.
- **Inspection Point Program:** document issued by Contractor and approved by ENEL, specifying the different inspections, tests, essays or examinations to be performed.
- **Preliminary Acceptance:** procedures providing for the performance of the required tests or trials of the material, in the presence of ENEL's technicians or those of the relevant authorized person or entity, as well as of the facilities of Contractor, of its subcontractors or of any other entity agreed between the Parties.
- **Acceptance by Protocol:** review of the required test protocols, previously carried out by Contractor, whereby ENEL's technicians or those of the relevant authorized person or entity, approve the shipment of the material, or otherwise evaluate the results of such protocols in the Preliminary Acceptance.
- **Quality Assurance System:** a system establishing the requirements to be met by Contractor for the effective and adequate performance of the Contract.
- **Contractor:** individual or legal entity (including groups) that executes a contract for works, services and/or supplies with ENEL.
- **Electronic signature:** digital signature system which, where applicable and in accordance with the Law, allows confirming the identity of the Parties to the same extent of a handwritten signature, and which certifies any communication sent by the signatory and the source and completeness of an electronic document or a set of electronic documents.
- **Economic guarantee:** a first-demand financial guarantee that Contractor provides to ENEL to guarantee the fulfillment of all the contractual obligations in time and form and the payment of the damages and losses sustained as a result of any breach by Contractor of its obligations in accordance with the amounts and the terms set out in clause 19.
- **Final Acceptance Document:** document (such as a report) confirming final receipt and acceptance of the materials and equipment purchased, the works and services received and the end of the Warranty Period.
- **ENEL Global Procurement Portal:** ENEL Portal accessible by Contractors to operate with ENEL on-line at the following link: <https://www.enel.cl/es/conoce-enel/proveedores.html>.
- **Provisional Acceptance Document:** a document (such as a report) that records:
 1. The successful outcome of the inspection and the activities related to a specific equipment or material received by ENEL; this document also records any necessary modifications or corrections of deficiencies detected during the inspection and/or testing, or
 2. The successful outcome of a works progress examination, the accurate performance or complete correction of the contractual service, as well as the compliance with technical standards and contractual clauses relating to the different phases of the activities under the Contract.
- **Subcontract:** a contract whereby Contractor entrusts the performance of part of the Scope of Contract to Subcontractors.
- **Taxes:** any taxes or in general any other charge determined and levied by the competent Authority or the laws regulating a specific Contract, in accordance with the applicable regulations.
- **Contract:** set of contractual documents, as specified below, that governs, in writing, the rights and obligations of the Parties and the procurement of materials or equipment and the performance of specific works or services.
 1. **Agreement (“Cuerpo Principal del Contrato”):** the document that includes the name and identification data of the Parties, specifies the scope and the duration of the Contract and provides other specific economic, administrative and regulatory terms. Furthermore, this document lists and refers to all other documents and/or annexes that comprise the Contract.



2. **Specific Terms:** document providing the specific terms governing a Contract.
3. **Technical-Economic documents:**
 - o **Technical Specifications:** document providing the technical requirements of the Contract.
 - o **Consideration or Price List:** document that provides the consideration to be paid for the specific services performed by Contractor, which may be grouped by category.
 - o **Other additional documents:** other additional documents related to a specific Contract (e.g., description of the works and activities; graphic and descriptive design print-outs; time schedule, etc.).
4. **Health, Safety and Environment Terms, and Fundamental Health, Safety and Environment Terms** (hereinafter, “**HSE Terms**”): document regulating the health, safety and environmental obligations of the Parties under the Contract. The HSE Terms are available on the ENEL Global Procurement website.
5. **General Contracting Terms:** this document.
 - **Warranty Period:** period of time during which Contractor has to ensure the proper functioning of the goods or works, or that they are flawless and fit for their use.

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

4 EXECUTION.

4.1 The Contract shall be executed upon its signature. By signing the Contract, including by electronic signature, Contractor declares its full and unconditional acceptance thereof.

4.2 The Contract shall not be renewed automatically nor shall its extension be implied. Any addition and/or amendment to the contractual terms added subsequently, or any removal of contractual provisions relating to a specific Contract, shall not modify the General Terms and shall only apply to the relevant Contract.

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

5 INTERPRETATION AND ORDER OF PRIORITY.

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

1. **Agreement and its Annexes;**
2. **Specific Terms** (if any);
3. **Technical-economic documents** (Technical specifications, Consideration list or Price list, any additional documents);
4. **HSE Terms.**
5. **General Terms.**

5.2 In any case, should a conflict arise between the contractual documents and the mandatory provisions of law regulating the Contract, the latter shall prevail. Notwithstanding the “GOVERNING LAW” clause, should any doubts or conflicts arise on the interpretation of a Contract, they shall be amicably settled by the Parties, in accordance with the scope and purpose of the Contract and in compliance therewith.

5.3 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 claim shall not imply a waiver of any future right, power and privilege, even 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 the invalid provision into account. The Parties, taking into account the scope of the Contract and by mutual agreement, shall seek to amend the invalid provision in such a way that it comes as near as possible to its original intent.

6 COMMUNICATIONS.

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

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



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

7 ECONOMIC CONDITIONS.

7.1 Price.

7.1.1 The price of the Contract is the consideration agreed for the procurement of materials and/or equipment and/or for the performance of works or services, that takes into account the total value of the Contract. The price of the Contract includes all the items required for the performance of the agreed contractual services in time and form, and everything that has to be provided or performed by Contractor, including all the required costs or expenses, irrespective of any services and items that may have been expressly excluded and the taxes assessed by Law.

7.1.2 If a work or service is performed, the price of the Contract shall include, at least, except as otherwise included under other items, the following:

- Direct and indirect labor.
- Plant & equipment and associated personnel.
- Depreciation of plant & equipment.
- Permanent materials and consumables.
- Transport to/from the workplace, of the personnel, materials and equipment.
- Installation and authorization of services.
- Maintenance costs.
- Overhead and mark-ups.
- Taxes, duties and levies under applicable law.
- Expenses incurred by Contractor for programming, inspections and tests, control of materials, control of execution, checks, acceptances and other analysis.
- Completion of all the item included in the Technical Specifications and other applicable contractual documents.
- Construction, demolition and removal of the ancillary facilities required for the works, including their surveillance or storage, and of those carried out in compliance with the Regulation on Occupational Health and Safety.
- Expenses for economic guarantees, insurances and other guarantees, as applicable.
- Costs for the provision of the safety measures and the management systems required, to comply with the occupational health and safety requirements, as well as the costs for the delivery of the personal protective equipment required by ENEL's requirements and standards.

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

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

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

7.1.6 No payment shall be made for any material, equipment or work not included in the Contract if their supply or performance has not been previously offered by Contractor, in writing and expressly specifying the relevant price, and accepted, in writing, by a duly authorized ENEL representative.

7.1.7 Contractor shall accept any extension, modification or reduction to the Scope of Contract, at the agreed prices, provided that on aggregate they do not represent an increase or decrease of more than 20% of the Contract amount. Where appropriate, the new delivery date shall be set out by mutual agreement of the Parties, upon reasonable proposal by Contractor subject to ENEL's approval.

7.1.8 If the extension, modification or reduction reasonably proposed by ENEL represents an overall increase or decrease exceeding 20% of the Contract amount, Contractor may accept or reject them, but in the latter case ENEL shall be entitled to terminate the Contract.

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

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

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

7.1.12 The performance under direct labor shall only be possible upon prior written performance order issued by ENEL.



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

7.2 Modification of prices.

7.2.1 Prices are fixed and firm. Any change to and/or modification of the prices may only be made if provided for in the Contract or required by applicable law.

7.3 Invoicing.

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

7.3.2 Invoices shall be valid and accepted by ENEL only if they include all the information required by the Contract and the applicable regulations, and provided that the contractual activities have been properly performed and completed, in due time and form. Any invoice not specifying the relevant Contract number 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.

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

7.3.4 Unless otherwise provided in the Contract, invoices shall be issued in the currency specified therein.

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

7.3.6 If the Contract allows for invoices in a currency different from the Contract currency, to convert the amount of the invoice from the Contract currency to the different currency, the exchange rate applicable as of the Execution Date shall apply.

7.3.7 All invoices shall be submitted to ENEL through ENEL's systems that ensure data integrity as well as the unambiguous attribution of the document to the issuer.

7.3.8 In case the ENEL Global Procurement Portal is not available or the Law does not allow for electronic invoicing, invoices shall be delivered to ENEL in hard copy (original) at the address specified in the Contract.

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

7.3.10 ENEL may dispute, in good faith, the accuracy of any invoice or any adjustment to an invoice, issued under the Contract for any arithmetic or computational error within eight (8) days from the date of receipt of such invoice. If ENEL challenges an invoice, in whole or in part, or in the case of other claims or adjustments arising under the Contract, the payment of the undisputed part of the invoice shall be made on its due date, and 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.

7.4 Payment conditions.

7.4.1 All payments shall be made by ENEL by bank transfer, according to the terms and within the time limits set out in the Contract.

7.4.2 To this purpose, Contractor undertakes to notify its complete bank details to ENEL. Contractor shall promptly inform ENEL of any change to its tax or general information (such as: VAT Number, business address, business name, etc.) and any change to its ownership/equity 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 Payment of the invoiced price shall not imply that ENEL has acknowledged that the Contract has been properly performed by Contractor or that ENEL has waived its rights and claims against Contractor, expressly reserving the right to enforce them, notwithstanding any payment made.

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

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

7.4.7 All payments made before the Provisional Acceptance, in accordance with the provisions of the Contract, shall be construed as advance payments on the final price. If no performance guarantee has been provided, Contractor, simultaneously with each of the possible payments, shall be required to deliver to ENEL an economic guarantee, complying with the requirements of these General Terms, guaranteeing such payments.

7.4.8 The invoices issued shall be paid and settled, subject to ENEL's prior approval of the compliance with the contractual conditions, within the legal term or the term agreed between the Parties, and however in accordance with the applicable law.

8 TAXES.

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



8.2 The Parties mutually undertake to fulfill all the obligations, complete all the formalities and provide all the documents required for the correct and proper declaration and settlement of taxes, including withholdings and other obligations applicable to Contractor, in compliance with the procedures set out by the law. Similarly, the Parties undertake to cooperate in order to obtain any tax exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to Contractor, ENEL forfeits its right to a tax benefit, ENEL may deduct the amount of such tax benefit from the amounts due to Contractor.

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

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

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

- a) 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 that are payable as a consequence of the earnings resulting from their sale.
- b) 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.

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

9 PERFORMANCE.

9.1 Introduction.

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

9.1.2 ENEL undertakes to provide, upon Contractor's request, all necessary information for the performance of the contractual activities. If ENEL provides inadequate or incomplete data, Contractor shall provide and submit any missing information to be promptly included by ENEL.

9.1.3 Where required by the Contract, Contractor shall appoint and maintain, for the duration of the activities under the Contract, one or more representatives with full powers to discuss technical and economic matters, as well as any other issue related to the Contract, 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 reasonably veto such representative(s). In such a case, Contractor shall replace the representatives within ten (10) working days, except as otherwise provided for in the Contract.

9.1.5 Notwithstanding ENEL's right to terminate the Contract, if as a result of the tests and inspections carried out, ENEL determines, by any means and at its own discretion, that Contractor failed to perform the purpose of the Contract (including errors or inaccuracies) to any extent, Contractor shall remedy such breach at its own expense, without howsoever affecting the deadlines established in the Contract.

9.2 Inspection, tests and /or verification (checks)

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

9.2.2 In carrying out the aforesaid inspections/tests, ENEL and/or Third Parties' personnel shall comply with the relevant facility policies and 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 Contractor shall always grant ENEL access to all the information required to properly perform the inspections/checks/controls.

9.2.3 At its own discretion, ENEL shall be entitled to carry out any inspections/ tests in addition to those provided for in the Contract. If the results of inspections/tests are satisfactory, the relevant costs shall be borne by ENEL; if the results are unsatisfactory, their costs shall be borne by Contractor.

9.2.4 As an alternative to the physical access to premises and warehouses, upon ENEL's request, Contractor and its Subcontractors shall enable and facilitate the performance of remote inspections/tests. 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.

9.2.5 Notwithstanding ENEL's right to inspection, Contractor shall carry out, on its own, all the inspections/tests required by the Contract and/or by the Law and the technical standards. Contractor shall notify in writing to ENEL the date of such inspections/tests, at least fifteen (15) working days in advance, to allow ENEL and/or Third Parties to attend them. Regardless of the attendance by ENEL



and/or Third Parties' personnel, Contractor shall notify to ENEL the results of the inspections/tests and record these results in the relevant certificates or protocols.

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

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

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

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

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

9.2.11 If the results of the inspections, tests or essays carried out show any breach of the provisions of the Contract, ENEL may require the replacement or restoration of the defective equipment or works at 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 Contractor may not use them for the performance of contractual activities.

9.2.12 The duration and the conditions on which the inspections, tests and essays are to be carried out shall not be invoked by Contractor as a reason or justification for deferring the delivery deadline set forth in the Contract, except if the delay in their performance is solely attributable to ENEL and such delay is not covered by the provisions of the Contract.

9.3 Terms of Delivery and Acceptance.

9.3.1 Introduction.

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

9.3.1.2 If the Contract does not specify a completion date and only the period of performance or delivery are set out, such period shall run as from the starting date of the performance of the Scope of Contract or from its date of signature.

9.3.1.3 The completion dates shall not be deferred, nor shall the period of performance or delivery be extended, other than for reasons attributable to **ENEL** or due to force majeure.

9.3.1.4 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 any payment in advance, in whole or in part, of the price.

9.3.1.5 Notwithstanding clause 9.3.2, Contractor shall timely communicate to ENEL the date of actual, partial or full delivery of the Scope of Contract and request the Provisional Acceptance. Alternatively, Contractor shall notify any situation which caused, or may cause, a delay in the delivery dates or deadlines set out in the Contract. If a delay is expected, Contractor shall specify the new expected delivery date, which shall be subsequently confirmed by specific notice to ENEL.

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

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

9.3.1.8 Under no circumstances, including in the case of pending dispute resolution, may Contractor suspend or willingly delay the delivery of the Scope of Contract. In the case of breach of such obligation, ENEL reserves the right to terminate the Contract, notwithstanding its full right to compensation for any damages suffered.

9.3.2 Materials and/or equipment.

9.3.2.1 Unless otherwise provided in the following clauses, the delivery of materials and equipment shall be made in accordance with the Contract and/or the applicable Incoterms.

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

9.3.2.3 Transport to destination and unloading shall take place under Contractor's responsibility, and Contractor shall take out the insurance coverage specified in the clauses on Insurance below. If required by the type of material, Contractor shall obtain from the competent authorities any transit permits, licenses, authorizations or police protection in order to transport the materials, and Contractor shall bear all costs related to any work this may entail, such as transit deviations, bridge buttresses, signage, etc.

9.3.2.4 ENEL reserves the right to postpone any shipment or dispatch of materials or equipment, notwithstanding the fact that the delivery date shall be considered as met. The Parties shall mutually agree the allocation of the additional storage and insurance costs incurred for the deferment of the shipment or dispatch.



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

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

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

9.3.3 Works and/or services.

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

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

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

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

9.3.3.3 If the outcomes of the tests are not satisfactory, ENEL may point out the defects identified in the Provisional Acceptance Document and establish a mandatory deadline for Contractor to remedy such defects. Once this deadline has expired, additional checks shall be carried out, and their results shall be reported in the Provisional Acceptance Document. In the case of satisfactory outcomes, the Provisional Acceptance is intended to be completed, otherwise ENEL has the right to terminate the Contract in accordance with clause 16.3 .

9.3.3.4 The term granted to Contractor to remedy the defects detected shall not be deemed as an extension to the contractual terms and, therefore, Contractor shall be liable to pay any applicable penalties and/or damages.

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

9.3.3.6 If Contractor disagrees on certain technical or financial aspects, these shall be specified in the document (e.g., a report) drawn up by ENEL, detailing the reasons for this disagreement. Any disagreements shall be settled according to the terms of the Contract. After expiry of the Warranty Period, Contractor shall inform ENEL of such expiry and request the final acceptance. After this request, ENEL shall notify Contractor of the final acceptance date. Final Acceptance shall be made within the term set out in the Contract.

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

9.3.3.8 If Contractor disagrees on certain technical or financial aspects pointed out by ENEL during the Final Acceptance Meeting, they shall be reported in the Final Acceptance Document, specifying the reasons for this disagreement. Any disagreements shall be settled according to clause 31. If Contractor deems it necessary to express its disagreement on certain technical or economic issues, these shall be included in the document prepared by ENEL, including the reasons for such disagreement.

9.4 Changes of contractual terms.

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

9.5 Passing of Title and Risk.

9.5.1 Materials and/or equipment.

9.5.1.1 Unless otherwise provided 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, unloading shall be carried out under Contractor's responsibility and at its expense.

9.5.1.2 Notwithstanding the foregoing, Contractor authorizes ENEL to take possession of the materials and equipment, in whole or in part, as soon as they become part of a work or are placed in a facility owned by ENEL, and to use them in ENEL'S works, facilities or other works and to incorporate them into ENEL's works or facilities, 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 operational processes and may make use of the results of these processes. In any case Contractor, until the passing of the risks to ENEL, shall maintain insurance in place with adequate coverage for the materials and equipment, even if they are already in the possession of and used by ENEL.



9.5.2 Works.

9.5.2.1 Title to the result of the contractual works shall pass to and rest with **ENEL** upon execution of the Provisional Acceptance Document.

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

9.5.2.3 Notwithstanding the provisions of the clauses above, ENEL reserves the right, at any time, to require Contractor, who shall be bound to comply with such request, unless otherwise reasonably justified, to transfer title to the works, facilities, materials and equipment existing on the worksite.

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

9.5.2.5 In any case, until the official transfer of title to ENEL, Contractor shall carry 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 Quality.

9.6.1 In the performance of the Contract, 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. 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 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 Bonus

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

1.1.2 It is understood that ENEL's request to anticipate the delivery shall not imply an automatic recognition of the Bonus, even if specifically accepted by Contractor. Recognition of the Bonus, to the extent indicated in the Contract, remains subject to Contractor's achievement of the new Delivery Date/Completion Term and to the full compliance with all its legal and contractual obligations, inter alia, those pertaining to labor, health and safety. In no case the Bonus shall be recognized to Contractor if ENEL has applied penalties for breach of deliverables under the Contract.

9.8 Records and Audits.

9.8.1 Contractor shall keep the books and accounts relating to the Scope of Contract in accordance with generally accepted accounting principles consistently applied. Furthermore, Contractor shall keep an internal auditing control system suitable for its operations. During normal working hours and with a forty-eight (48) hours' notice, 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 Contractor shall make available to ENEL for inspection, audit or reproduction purposes, the results of the work in progress as soon as reasonably possible after being asked in writing to do so.

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

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

10 SUBCONTRACTING.

10.1 Subcontracting is only allowed upon ENEL's prior, express and written authorization and in compliance with the Law. The Contract shall establish the activities which may be subcontracted, the maximum percentages allowed, as well as the subcontracting levels. If no percentage is specified, Contractor may subcontract up to 49 % of the total amount of the Contract, including Tolerance.

10.2 Self-employed workers shall be deemed subcontractors.

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

10.4 Taking local legislation into account, the subcontract shall comply with the following requirements:

- while bidding for the Contract, the offerors specified, also in case of variations, the works/part of works or the services or supplies/part of services or supplies to be subcontracted;



- the subcontract shall be submitted to ENEL before the actual start of the services;
- upon submitting the subcontract to ENEL, Contractor shall provide a certification proving that the Subcontractors meet all the requirements for the performance of the subcontracted services, as well as the statement on the fulfillment of the general requirements set out by the national legislation;
- only one level of subcontracting is permitted. Therefore, subcontracted activities may not be executed or performed using any further level of subcontracting, except with the prior written consent of ENEL.

10.5 Contractor shall pay the safety costs related to the subcontracted activities, without any reduction. ENEL shall check on the application of these provisions by means of its representatives in charge of the management and supervision of Contractor.

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

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

10.8 ENEL shall not be liable before any subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, Contractor undertakes before ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, Contractor shall be liable before ENEL and shall defend and hold ENEL harmless from and against any judicial or extra-judicial action or proceedings instituted against ENEL by any subcontractor or assignee, or their personnel. Such indemnification shall cover both the amount payable by ENEL and the expenses or costs of any nature incurred by ENEL in connection with such claim. Any failure by Contractor to comply with the provisions of this section shall be considered as a material breach, and shall entitle ENEL to terminate the Contract, either *ipso jure* or *ipso facto*, without any need for judicial declarations in respect thereof, due to Contractor’s default, notwithstanding any other legal remedy available to ENEL.

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

10.10 Accordingly, ENEL may inspect and monitor at all times the works or production of the assignee or subcontractor, and the performance of their obligations. The subcontractor or assignee shall cooperate with ENEL as required in all respects (documents, reports, free access to its plants, workshops or facilities, etc.).

10.11 ENEL reserves the right to reject any subcontractor or assignee that, during the progress of the works or services, it does not deem suitable.

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

11.1 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 Law.

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

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

11.4 Notwithstanding applicable legal provisions, ENEL may assign the Contract and/or the rights or credits arising thereunder to any third party and undertakes to notify any assignment to Contractor.

12 CONTRACTOR’S OBLIGATIONS.

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

12.2 Contractor shall cooperate at any time with ENEL and any Third Party appointed by ENEL and use all commercially reasonable efforts to schedule, coordinate and perform the Scope of Contract in time and form so as not to delay or adversely affect the timely performance and completion of the contracted goods and/or services. Contractor shall cooperate with such Third Parties to the same extent as Contractor is required to cooperate with ENEL under the Contract.

12.3 Contractor shall be fully liable for all the requirements related to the performance of the Contract and, in any case, for all the matters under 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;



- procuring 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 Contractor's responsibility shall be clearly identified and segregated from that of ENEL at all times;
- appointing a person in 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;

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

13 CONTRACTOR'S RESPONSIBILITIES.

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

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

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

13.5 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 Contractor or its employees, representatives or subcontractors.

13.6 The aforementioned indemnification includes any amount that ENEL should have to pay, either for expenses or costs of any kind arising from claims or court summonses, in any case, notwithstanding its right of defense. Failure by Contractor to comply with this clause shall be deemed a material breach and shall entitle ENEL to terminate the Contract on grounds of Contractor's default.

14 CONTRACTOR'S WARRANTIES.

14.1 Contractor shall warrant:

- a) the suitability, exclusive ownership and/or legitimate availability of the materials and/or equipment, and that they are free and clear from any liens and encumbrances;
- b) that all materials and equipment:
 - comply with the laws, specifications, regulations and contractual provisions;
 - are free from visible or latent defects;
 - are suitable for their intended use;
 - meet the required quality level;
 - are not used;
- c) that the works fulfill all the contractual requirements and are fit for their intended use.

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

14.3 If the Warranty Period expires before six (6) months from the commissioning of ENEL's main facility 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 passage of said six (6) months, unless the materials or equipment supplied by Contractor were repaired or replaced, in which case they shall be covered by a warranty for a period equal to the original Warranty Period. Under no circumstances shall this imply higher costs for ENEL.

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

14.5 The warranty shall not cover defects or malfunctions due to (i) the misuse or incorrect use by ENEL, except in cases where the misuse or incorrect use derives from the application of the incorrect or confusing content of manuals or instructions provided by Contractor, (ii) ordinary wear and tear, including due to environment or operation or use, or (iii) modification of the equipment not in accordance with the Contract or Contractor's instructions or recommendations.



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

- a) Replace, as soon as possible or according to the schedule of the Contract, the materials and equipment that do not comply with the provisions or the requirements, as well as those deemed unsuitable or of substandard quality. These materials and equipment shall be stored at ENEL's premises until they are replaced, notwithstanding ENEL's right to use the rejected materials until their removal;
- b) Fix, repair or replace all equipment showing design, material, workmanship or operating defects.
- c) Replace all supplied materials and equipment in the event of any serial defects, thereby justifying the solution adopted to prevent the recurrence of such defects in the remaining materials or equipment to be supplied. A serial defect is considered to exist when the percentage of defective materials and equipment covered by the Contract exceeds the percentage established therein, or if it is not specified, when the percentage exceeds 10% of the total materials and equipment;
- d) Return the equipment / sites made available by ENEL in the same conditions as they were received.
- e) Indemnify ENEL for any damage and loss caused by Contractor and hold ENEL harmless against any claim from third parties.

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

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

14.9 In any case, the measures referred to in paragraph 14.6 shall be implemented by Contractor as soon as practicable, so that they affect ENEL as least as possible and in such a way as to avoid any delay in the completion of the works or any stoppage of the facilities or, if it is not possible, to reduce the delay or unavailability, either total or partial, of the facilities.

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

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

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

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

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

15 PENALTIES

15.1 Notwithstanding the provisions of paragraph 16.3, any failure by Contractor to meet the partial or final delivery deadlines or any other breach of its obligations under the Contract, may result in the application of a penalty by ENEL, in accordance with the agreed terms and conditions. The penalties are not intended as an indemnification, but rather as a compensation; therefore, their application does not exclude nor limit ENEL's right to indemnification for any further damages.

15.2 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, flaw or damage not attributable to ENEL, or arising from deficiencies in the performance of the activities carried out to remedy said defects, Contractor shall be subject to the relevant penalty set out in the Contract, or if no penalty is specified therein, for 0.1 % of the total amount of the Contract for each day of unavailability.

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

15.4 The procedure for the collection of the penalties shall be carried out in accordance with the contractual or legal terms and conditions.

15.5 Failure to apply one or more penalties shall not be construed as a waiver by ENEL of the application of similar penalties, or of those that subsequently originate from the same cause.

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

15.7 The amount of the penalties shall not exceed 15 % of the total amount of the Contract. If such limit is exceeded, ENEL shall apply the penalty and may terminate the Contract according to the applicable law.



15.8 The receipt of the payment for the penalties shall not impair ENEL's right to additionally charge to Contractor any expense and surcharge that ENEL may pay to third parties as a direct or indirect result of the delay or the breach of the obligations.

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

15.10 The procedure for the collection of any penalty under the Contract shall be carried out according to the provisions of this section:

- a) ENEL shall notify Contractor the penalty due in writing, specifying the relevant amount. Contractor shall have fifteen (15) calendar days from the notification date to specify any element in its defense.
- b) After such period, and where ENEL does not accept the arguments of Contractor, Contractor shall deduct, from its invoice, the amount corresponding to the penalty applied. If such deduction is not applied, ENEL may enforce, in relation to the relevant amount, the guarantees established, or may attempt collection through any other means allowed by the Contract, the Law or these General Terms, notwithstanding any compensation for damage due to ENEL.
- c) Upon enforcement of the economic guarantee, Contractor shall replenish the guarantee for the same amount provided before such enforcement, according to the provisions of section 19 below.
- d) Until and unless the above amount is replenished, ENEL shall retain the remaining amount resulting from the total amount of the guarantee and the amount of the penalty.
- e) If the amount of the original guarantee does not cover the amount of the penalties, ENEL shall compensate the pending payments to the extent required to cover the total amount of the penalties, notwithstanding the re-establishment of the guarantee by Contractor, as specified above.

16 SUSPENSION, WITHDRAWAL, AND TERMINATION.

16.1 SUSPENSION.

16.1.1 If, for any reason, ENEL considers it necessary or is required to temporarily suspend the performance of the Contract, in whole or in part, ENEL shall so notify Contractor in writing, stating the relevant reasons and providing an estimate of the duration of the aforementioned suspension.

16.1.2 Pursuant to the provisions of the HSE Terms, any risk situations or unsafe behavior by Contractor shall result in the suspension of the performance of the Contract until proper Health, Safety and Environment conditions are restored.

16.1.3 The suspension shall be effective as of the date specified in the relevant notice. From such date onward, Contractor shall cease performance of the activities and properly store and maintain the materials, equipment and works, notwithstanding any other obligation arising from the applicable Law and/or established in the Contract.

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

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

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

16.1.7 ENEL shall notify Contractor in advance, in writing, on the resumption of the activities and such notice shall be made prior to the date specified therein. The term remaining for the completion of the suspended part of works under the Contract shall run as from that date. Contractor shall be entitled to receive the payment, as provided in the Contract, for the works or deliverables already carried out. The payment of the portion of works or deliverables 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. 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 Contractor prior to the withdrawal date shall be payable by ENEL in accordance with the contractual prices. ENEL shall reimburse Contractor, after reviewing the relevant satisfactory evidence provided by Contractor in relation to the activities stopped and the activities not carried out. To this end, ENEL shall reimburse either (i) the amount equal to the expenses incurred by Contractor in relation to these activities, for any irrevocable order made or (ii) the amount equal to the actual economic loss suffered by Contractor, whichever is lower.

16.2.2 Contractor may withdraw from the Contract in accordance with the law applicable to the Contract.

16.3 TERMINATION.

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

- a) death of Contractor, if an individual, or a change in Contractor's capacity that prevents or substantially impairs performance of the Contract.

- b) the dissolution, transformation, reduction of capital or any significant changes in the governing bodies of Contractor, if such changes adversely affect the performance of the Contract or in the event that such changes in Contractor violate the “GLOBAL COMPACT” and “CODE OF ETHICS” clauses.
- c) the impairment of financial capabilities/solvency, including bankruptcy proceedings or any other issues, legal or otherwise, preventing or substantially impairing proper performance of Contractor’s obligations.
- d) unjustified interruption or suspension of the performance of the Contract by Contractor.
- e) the total amount of the penalties applied for delay during the performance of the activities reached the maximum amount specified in the Contract or the delay of Contractor is such that it prevents completion of the Scope of Contract established by ENEL.
- f) failure by 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 at any time during the term of the Contract.
- g) failure by Contractor to remedy any breach of the applicable technical specifications and/or repeated errors or defects or breaches of the instructions provided by ENEL.
- h) incapacity or failure by Contractor and/or the subcontractors or other third parties appointed by Contractor, to carry out the contractual activities or to fulfill any of the compliance requirements set forth in applicable law.
- i) failure to comply with intellectual property, confidentiality and personal data processing obligations, in accordance with the laws applicable to the Contract.
- j) occurrence confirmed at any time after the execution of the Contract of any omission or inaccuracy of any representation or warranty made by Contractor in relation to its compliance with applicable legal, economic, financial, technical or contractual conditions.
- k) incorrect performance of the contractual works for reasons attributable to a subcontractor or to any person appointed by Contractor and/or any failure to pay the compensation for damages caused to any person.
- l) any other breach by Contractor that may prevent or materially and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as grounds for termination.
- m) refusal by Contractor to commence the performance of any activities under the Contract.
- n) refusal by Contractor, upon ENEL’s resumption order, to resume the performance of the activities under the Contract that ENEL (for any reason) had ordered be suspended.
- o) engagement by Contractor in activities that are detrimental to the image of ENEL.
- p) acts, omissions, behaviors or situations related to Contractor which may pose a risk to ENEL’s reputation and reduce ENEL’s confidence in Contractor’s probity and integrity as well as its reliability with regard to the performance of its activities under the Contract.
- q) eventual loss of even one of the requirements established for homologation (where required), in relation to the completion of and compliance with the Contract. If Contractor does not advise ENEL on the situations described above and notwithstanding ENEL’s right to terminate the Contract, ENEL may suspend payments due to Contractor to comply with the contractual obligations towards third parties arising from the non-performance of the Contract by Contractor.

16.3.2 In the aforementioned cases, ENEL may immediately terminate the Contract or may grant to Contractor a cure period to remedy the contractual breach, notwithstanding ENEL’s right to claim compensation for any damage or loss sustained.

16.3.3 In the case of termination of the Contract due to Contractor’s default, ENEL shall be entitled to acquire the materials already manufactured, in whole or in part, or delivered by Contractor, paying the relevant prices, if contemplated by the Contract.

16.3.4 In the event of any breach by Contractor, ENEL may, notwithstanding its right to apply the penalties or to take legal actions in relation to its right of compensation for damages, implement the following measures:

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

17 FORCE MAJEURE.

17.1 Unless otherwise provided for by the Law, a force majeure event shall mean the reasonably proven occurrence of any act or event beyond the reasonable control, and not being the result of the fault or negligence, of the affected Party, preventing such Party from performing its obligations under the Contract, in whole or in part, and which such Party is unable to predict, prevent, avoid or overcome with the exercise of its best efforts. The burden of proving a Force Majeure event shall be shouldered by the Party claiming its occurrence. Contractor may not invoke force majeure if any of the events listed below should occur:

- a) weather conditions or phenomena that a Contractor with experience in operating facilities may reasonably foresee and whose adverse effects may have been therefore avoided, in whole or in part, by Contractor;
- b) delays or inability to procure materials or human resources, occurring despite being reasonably foreseeable, or that may have been avoided or remedied in advance;



- c) strikes or labor disputes in relation to 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 attributable to 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 have been known and accepted by Contractor;
- f) technical, economic or financial hardship of Contractor or of its subcontractors.

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

1. identify the events and the circumstances occurred;
2. detail the estimated duration of the situation;
3. specify the contractual obligations affected and the measures that will be implemented to abate, if possible, the adverse effects of the events on the performance of the Contract;
4. attach thereto the documents proving that the events preventing the performance of the Contract are to be considered force majeure.

17.3 Neither Party shall be liable for any breach of its obligations if performance is delayed or prevented due to a force majeure event. The other Party shall reply in writing, either accepting or reasonably rejecting the cause, within ten (10) working days from the receipt of the aforementioned notification. Failure by the notified Party to submit a reply within such term shall be deemed as an acceptance of the force majeure invoked.

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

17.5 If due to force majeure, the performance of the Contract is materially affected and suspended for more than one hundred and eighty (180) working days, or if its resumption proves impracticable, each Party shall be entitled to terminate the Contract, without any compensation as between the Parties.

18 LABOR LAW OBLIGATIONS.

18.1 Contractor undertakes to provide at all relevant times sufficient qualified human resources for the performance of the subject of the Contract, according to the highest quality standards specified therein.

18.2 Contractor acknowledges and undertakes to comply with all the labor, social security and occupational health and safety obligations, as well as with the internal regulations of ENEL applicable from time to time.

18.3 Contractor, as the sole and exclusive employer of its workers, both of those in charge of performing the Contract and those holding other offices within Contractor's company, and including other activities, works or tasks where Contractor renders its services, shall comply in time and form with the applicable legal, regulatory and administrative provisions on labor and social security in relation to such workers.

18.4 In particular, Contractor undertakes, in relation to all the workers involved in the Contract, to:

- a) Declare and on a monthly basis deliver payment of the social security contributions and taxes for all its workers, to the relevant social security institutions. In the case of declaration, the aforementioned contributions shall be paid on or before the last working day of the month when the declaration was made and that corresponds to the subsequent month in which the relevant pays and incomes accrued.

Failure to promptly pay, after the declaration, the relevant social security contributions shall be deemed a material breach by Contractor.

- b) Submit to the preventive review procedures carried out by ENEL or by its representatives.
- c) Provide ENEL, upon ENEL's request, with the certificate of compliance with the labor and social security obligations, together with the original labor and social security background certificate issued by the relevant Labor Inspectorate. Furthermore, ENEL may request, within the periods established at ENEL's discretion, all the supporting documents concerning the fulfillment of labor and social security obligations and, in particular, the following documents:

- Employment contracts.
- Documents evidencing legal holidays.
- Ledger of wages and salaries.
- Attendance register.
- Documents evidencing wage payments.



- Spreadsheets indicating social security contributions made.

d) Remedy the objections raised in labor and social security matters, within the periods specified by ENEL.

18.5 In order to comply with the labor and social security obligations and in particular with those aspects related to risk prevention, Contractor shall submit on a monthly basis, upon ENEL's request, to the ENEL's User Area the following documents:

- a) Copy of the receipt of the contributions made under Law No. 16.744 for its workers, for the previous month.
- b) Copy of the monthly report of workplace accidents, which shall be submitted to the social security mutual where its company is registered, according to sections 12 and 13 of Decree No. 40 of 1969 of the Ministry of Labor and Social Security, published on the Official Journal of March 7, 1969, Approving Regulations on Workplace Risks Prevention.
- c) Copy of the individual statement of work accidents (DIAT), to be submitted to the relevant social security mutual for each accident occurred.

18.6 Implementation of a risk prevention program in accordance with Chilean law.

18.7 All Contractor's personnel shall be registered with a Social Security Mutual and Contractor shall comply with the provisions of Law No. 16.744 on Workman's Compensation.

18.8 The obligations set out in the previous paragraphs shall also apply for subcontracted personnel, and Contractor shall be liable for the compliance with such obligations.

18.9 Any damage caused to third parties during the provision of services, due to actions or omissions of Contractor's personnel, of Contractor or of its subcontractors, shall be chargeable to Contractor.

19 ECONOMIC GUARANTEE.

19.1 Contractor shall deliver, upon signature of the Contract, one or more economic guarantees to ENEL, to guarantee the performance of all the contractual obligations, as well as the payment of damages and losses arising from the breach of the Contract.

19.2 The economic guarantee(s) shall comply with the following requirements:

- all its contents shall be subject to the prior approval of ENEL, on the basis of the values and terms agreed, and in accordance with the contractual provisions;
- shall be unconditional and irrevocable;
- shall be issued for the benefit of ENEL;
- shall be payable on first demand upon mere submission by ENEL of a written request to the issuer stating that ENEL has the right to be paid the economic guarantee.

19.3 The financial institution issuing the guarantee shall be a bank, an insurance company or a financial intermediary authorized to operate in the bonding business by the competent authorities.

19.4 In the event that the issuer's creditworthiness deteriorates, Contractor shall provide within sixty (60) calendar days, upon ENEL's request, a replacement guarantee issued by a financial institution approved by ENEL. In the case of failure to provide the guarantee, ENEL may withhold and suspend payments due to Contractor until the new guarantees are submitted.

19.5 The existence of a guarantee shall not limit Contractor's liability under the Contract to the amount or the effective term of the guarantee.

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

19.7 Failure by Contractor to comply with the required addition to or replacement of the guarantees in accordance with clauses 19.4 and 19.6 above, shall entitle ENEL to terminate the Contract or, in accordance with the applicable law, to withhold and suspend payments to Contractor until the requisite guarantee amount is reached.

19.8 Performance Guarantee.

19.8.1 If provided for in the Contract and unless a different percentage is defined therein, Contractor shall deliver to ENEL a first demand guarantee for an amount equal to 10 % of the Price, as a guarantee for the full, accurate, proper, complete and due performance of all the obligations arising from the Contract on Contractor, including the obligation to pay any amount due to ENEL, including agreed penalties.

19.8.2 Contractor shall make available the Performance Guarantee to ENEL upon execution of the Contract and in any case as far in advance as possible.

19.8.3 If Contractor performs all of its contractual obligations, the Performance Guarantee shall be returned to Contractor within ninety (90) working days from the date of issue of the Warranty Guarantee.

19.9 Advance Payment Guarantee.

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

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



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

19.10 Warranty Guarantee.

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

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

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

19.11 Guarantee of performance of the labor and social security obligations.

19.11.1 As regards Contracts for labor-intensive services, Contractor shall provide a guarantee for the performance of the labor and social security obligations, which shall be calculated according to the number of Contractor's workers employed under the Contract, for the number of years corresponding to the severance payments due, including the 1-month advance notice and the duration of the Contract. The guarantee certificate shall be renewed each year, considering the years of service worked by the workers involved in the Contract. The validity of the Guarantee shall extend for at least six (6) months after completion of the annual term of the Contract.

19.11.2 The guarantee relating to the last year, shall be returned upon termination of the Contract, and upon submission by Contractor of all the quitclaims signed and certified before a notary public, of all the workers employed under the Contract entered into with ENEL.

19.11.3 With regard to contracts for services, Contractor shall only submit the highest of the guarantees listed above.

20 INSURANCE.

20.1 Contractor shall assume all liability for injury or damages caused to persons or property in the performance of the activities - including those performed by subcontractors or third-party agents - specified in the Contract and agrees to take out adequate insurance policies at its own expense, in relation to the risk, and with first tier, financially stable and renowned insurance companies, for the entire duration of the Contract. The insurance contracts shall cover, at least, the following:

A) Losses or damages that may be caused to materials and equipment covered by the Contract during their processing, loading and transportation, up to the time and place of delivery to ENEL, with Contractor' assuming full liability for any damage caused to the materials or equipment. This obligation is also assumed by Contractor with regard to materials and equipment provided by ENEL for the performance of the Contract, from the moment they are made available to Contractor or its subcontractors, until they are returned to ENEL.

B) Civil liability for losses and damages that may be caused by Contractor's personnel or by its subcontractors' personnel, to the personnel or properties of ENEL and/or of third parties arising from the performance of activities under the Contract. In all circumstances, ENEL shall not be liable for any causes attributable to Contractor.

20.2 Similarly, Contractor agrees to take out insurance for civil liability with adequate limits on compensation according to the risk, to coverage claims for damage to property, personnel and/or for financial damage that may be caused to ENEL or third parties arising from defects or malfunctioning of materials or equipment attributable to Contractor. Furthermore, Contractor shall be liable for environmental damage or the imminent prospect of environmental damage, as well as for the costs related to prevention, abatement and remediation, in accordance with the conditions laid down in the applicable legislation.

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

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

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

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

20.7 If ENEL considers that the insurance policies submitted by Contractor are not sufficient to cover the risk exposure, both in relation to the risk and to the delivery of materials and/or equipment, as well as to the performance of the contractual works and/or services, Contractor undertakes to modify and amend the coverages according to the requirements of the Contract.

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

21 INTELLECTUAL PROPERTY.

21.1 Contractor represents and warrants that in the performance of its activities under the Contract and in the design, manufacturing, sale, distribution or marketing of any product or service supplied to ENEL, 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 Contractor should require to use any third party's intellectual property right to perform its obligations under the Contract, ENEL reserves the right to request the relevant documentation from Contractor. Upon ENEL's request, Contractor shall provide any



additional information, clarification, explanation, confirmation, 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 Contractor for the performance of the Contract, 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 whole 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 fulfilment by Contractor of its obligations under the Contract, (iv) shall ensure that the aforementioned prohibitions are complied with also by the other parties that are or may be involved by 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 consent of ENEL, and shall keep them confidential in accordance with clause 22 below.

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

21.5 Contractor represents and warrants that there are no existing contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, obligations for 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 into which it is incorporated or included.

21.6 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 Contractor's expense, without thereby 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. Contractor shall indemnify ENEL for any costs related thereto, including, without limitation, transport costs, costs for tests, certifications, customized authorizations, 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.

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

21.8 If legal action is taken against ENEL by a third party for breach by Contractor of the obligations referred to in the paragraph above, Contractor shall, at ENEL's request, provide coverage (according to the provisions of the "ECONOMIC GUARANTEE" clause) in relation to the value of the claims, within ten (10) calendar days. 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 summonses.

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

21.10 All the documents, drawings, plans, computer programs, as well as copies thereof, provided by ENEL to 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 Contractor by ENEL, shall be the property of ENEL. 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 the "CONFIDENTIALITY" clause below.

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

21.12 The drawings, documents, plans, computer programs, as well as copies thereof, and in general any result (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 Contractor during the performance of the Contract (the "Foreground IPRs") shall be the exclusive property of ENEL, which shall also automatically become the owner of any relevant work in progress, generated from time to time during the performance of the Contract. Each Party acknowledges and agrees that each Party's Background IPRs shall remain the exclusive property of such Party and the other Party shall have no claim in relation to any such right; Background IPRs include all present and future intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, rights on trade and industrial secrets and any relevant application on a worldwide basis, software designs and models, know-how, belonging to each Party before the signature of this Contract or gradually developed in parallel projects outside the scope of this Contract. Before signing the Contract, each Party shall specify in an annex to the Contract, its own Background IPRs which are relevant to the performance of the Contract. Therefore, if 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 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 thirty (30) days after the expiration or termination of the Contract.

21.13 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.

21.14 Failure by Contractor to comply with the intellectual property obligations set out in this section, shall entitle ENEL to terminate the Contract, notwithstanding its right to undertake any action and claim compensation for any damages sustained.

21.15 Contractor shall not use ENEL's trademarks, logos and/or distinguishing marks, nor disclose for commercial purposes the services provided to ENEL, other than with ENEL's prior written consent.

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, customer development and management strategies, any kind of data about customers, contractors and their technical or commercial profiles, 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 designs 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, patent 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 was reasonably expected to have known to be confidential due to its nature or to the processing carried out by the disclosing Party, considering that such information had 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 any information that:

- the receiving Party may prove was already known to such Party before or upon commencement of the performance of the Contract;
- the receiving Party may prove to have been lawfully received by third parties not bound by any legal or contractual non-disclosure obligation;
- after disclosure to the receiving Party, enters the public domain or becomes easily accessible for the persons usually dealing with this kind of information other than through a breach by such Party;
- All information that each of the Parties makes available (orally, in writing, in electronic format or otherwise) 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 (howsoever collected, acquired or developed in relation to the Contract), may only be used for the purposes of performing the Contract and shall be confidential.

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

22.5 Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to fulfill the lawful demands made by a competent court, a government agency or a competent authority, having jurisdiction over 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 itself 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 all reasonable efforts to secure confidential treatment for any Confidential Information disclosed.

22.6 Each of the Parties:

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



22.7 The Parties shall ensure that confidential information is not disclosed during the performance of the Contract and for five (5) years after its termination, except as otherwise provided by the Contract or where required by the Law or by a competent Authority. Notwithstanding the foregoing, in the case of Confidential Information qualified as "strictly confidential" by ENEL, the obligations of confidentiality and non-use set forth in this clause shall survive the termination of the Contract for any reason whatsoever, unless otherwise provided 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.

22.8 The Parties shall agree in writing on 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.

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

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

22.11 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 the like in relation to patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, either before or after the performance of the Contract.

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

22.13 Cybersecurity.

22.13.1 Contractor may access ENEL's IT system only if authorized by ENEL. 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, 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 Contractor enters the credentials to access IT devices or systems, in order to prevent theft of Contractor's credentials;
- e) never use the same password for the authentication to different systems;
- f) access to information systems shall be limited to software/tools specifically provided for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- g) any transaction developed through ENEL's IT systems shall not violate the Law;
- h) the (permanent or temporary) workstation used shall not be connected to Internet services other than those provided or authorized by ENEL and shall be equipped with the required antivirus. All necessary measures shall be taken to prevent the spread of viruses, malwares or any illegal software that may cause interruptions in the service or loss of data;
- i) all email accounts, file storage or communication platforms (including social networks) shall be expressly provided or authorized by ENEL;
- j) sensitive data shall be stored, transmitted or erased by an appropriate encryption software;
- k) it is forbidden to modify the system configuration to avoid security checks;
- l) in order to prevent the disclosure of information to unauthorized persons, attention shall be paid to printed documents, removable hard drives, removable storage devices and video screens.

22.13.2 If at any time during the term of the Contract, its performance requires or entails the access and/or use by Contractor of any application available on ENEL's systems and/or ENEL's IT infrastructure ("ENEL Systems"), this clause shall apply to Contractor in its entirety. Upon ENEL's request, at any time and for any reason, Contractor shall participate in and implement the Company's/ENEL's two-factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use any ENEL System. To participate in and implement the Multifactor Authentication System, Contractor undertakes to meet the following requirements: (i) a smartphone and a working SIM card (also personal or for mixed-use); (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 Contractor; and (iii) Contractor shall meet all of the above requirements at its sole risk, cost and expense. ENEL does not bear any charge (financial



or otherwise) for the supply of the smartphone and shall not be liable unto Contractor or any third party for any damages, claims or losses, either direct or indirect, arising from or connected with the failure and/or defective functioning or unlawful use of any smartphone that is used for the Multifactor Authentication System by Contractor's employees, agents, Subcontractors, representatives or other personnel.

23 PROCESSING 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. 19.628 on the Protection of Privacy, as amended, supplemented or repealed from time to time.

23.1.2 Contractor shall comply with all the provisions of Law No. 19.628 of 1999 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 in applicable law.

23.1.4 As used in 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 through 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", is any identified or identifiable individual to which personal data refer.
- "Personal Data", any information relating to an identified or identifiable individual.
- 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 Subjects shall be entitled to the rights provided for by Law No. 19.628 and by any regulations amending or supplementing it, by contacting the Data Controller.
- The Controller has appointed a Data Protection Officer (DPO), which may be reached at dpo.chile@enel.com
- Data Subjects have the right to file claim for any breach of their personal data with the competent Civil Court.

23.2 APPOINTMENT OF CONTRACTOR AS THE DATA PROCESSOR.

23.2.1 If Contractor is requested by ENEL to process personal data, upon execution of the Contract and throughout its term, ENEL, as the Data Controller, appoints Contractor, which accepts such appointment, as the Data Processor and by virtue of such appointment, Contractor undertakes the obligations arising from such capacity. The decisions on the data shall be taken by the Data Controller, and 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 time periods set forth by applicable law.

23.2.2 If Contractor is a Consortium or a Temporary Association, the companies belonging to the Consortium or Temporary Association shall be appointed as Data Processors, which shall comply with the obligations of this clause.

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

23.2.4 Contractor 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 Contractor shall be subject to the following obligations and responsibilities:

- a) Contractor shall only process personal data in accordance with the Data Controller's instructions, as documented in Personal Data Protection Annex 1, specifying the type of data processed and the categories of Data Subjects.
- b) Contractor shall process the data in accordance with the applicable legislation, as well as with the criteria, requirements and specifications set out in the Contract, with ENEL's applicable Personal Data Processing Policy and other recommendations or instructions given by ENEL.
- c) Contractor 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, Contractor 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, Contractor shall submit 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 on the systems containing ENEL's Personal Data; this Annex shall be kept up-to-date throughout the term of the Contract. Contractor shall inform ENEL, within 5 (five) days, of the completion of the activities by the Authorized Persons, in order to enable ENEL to immediately cancel the relevant authorizations.



- e) Contractor shall not disclose, nor transfer to other natural or legal persons, the personal data received for the performance of the legal relationship and maintain due confidentiality in relation to the authorized processing.
- f) Contractor shall implement all the security measures required by the law or given by the Controller, all the preventive measures dictated by past experience as well as the technical and organizational measures required by the applicable legal regulations and by the Controller, designed to prevent unauthorized data processing that does not comply with its intended 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, and data extracted from personal data in the form of screenshots or hard copies. Furthermore, 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) Contractor shall only use the applications and/or tools specified by ENEL for the processing and transmission or transfer of the Personal Data, notwithstanding 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, 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, Contractor 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, Contractor shall provide the list of the countries and data centers where the data shall be processed on behalf of the Data Controller.
- j) Contractor shall keep a log of the processing activities carried out on behalf of ENEL and provide a copy thereof upon ENEL's request.
- k) Contractor shall provide all information required to enable the Data Controller to 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, Contractor shall 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) bring or defend from legal actions. Supporting evidence of such elimination shall be provided to the Controller.
- m) ENEL reserves the right to request the return of the personal data processed by Contractor, including before termination of the Contract, by notifying 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 fulfilment of Contractor's obligations arising from this clause.
- n) In the case of a breach, either actual or alleged, of the protection of personal data, Contractor shall notify ENEL thereof as soon as possible and in any case within 48 hours of becoming aware of the breach and without any undue delay.
- o) Contractor shall comply with any order received from the Judicial Authority or other Personal Data Protection Authorities or any other competent authority in accordance with the applicable legal provisions, and shall support ENEL during the activities carried out for these Authorities.
- p) 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 Contractor or by third parties appointed by Contractor (Sub-Processors) of the provisions of this section or the applicable legal provisions.
- q) 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. Contractor may request a copy of this policy to the Contract Manager.
- r) Contractor shall not process personal data for purposes other than the performance of the Contract. Contractor shall not carry out massive extractions of personal data, including by means of "RPA - Robotic Process Automation", unless this is required for the performance of the Contract or except if Contractor has received ENEL's prior authorization.
- s) The capacity of Data Processor shall automatically lapse 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) Prior to the start of activities under the Contract, and in any case before the processing, the Sub-Processor shall submit to ENEL, through 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 Contractor shall be deemed authorized (Annex GDPR 3). If Contractor, on the basis of proven and reasonable justification, intends to modify this list, 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 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 U.S. legislation, the Data Processor shall ensure the validity of the Privacy Shield Certifications for the Processor and the Sub-Processors.
- f) Contractor warrants that the appointment of the Sub-Processor shall be revoked upon termination of the contractual relationship between ENEL and Contractor or upon its lapsing for any reason whatsoever.

23.3 SYSTEM ADMINISTRATORS

23.3.1 If, during the performance of the Contract, 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", i.e. a professional in charge of the administration and maintenance of an IT system or component, 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 suitable training on personal data protection;
- provide, upon ENEL's request, the list of the System Administrators appointed by Contractor and, where applicable, by the Sub-Processors;
- keep a record of the log-ins, log-outs and log-in attempts by the System Administrators appointed by Contractor and, where applicable, by the Sub-Processors. These record 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 activities;
- b) compliance with the schedule;
- c) compliance with health, safety and environmental standards;
- d) respect of human rights;
- e) cooperation and innovative solutions proposed during the performance of the Contract.

24.2 On the basis of the items listed above, ENEL shall assign a score to Contractor. In the case of a positive score, 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>. If ENEL applies the remedies set forth in the Contract for breaches of contractual obligations, ENEL will assign to Contractor a negative score.

25 VALUE ENGINEERING AND GAIN SHARING¹.

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

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

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

25.4 "Value Engineering" proposals shall include:

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

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

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



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

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

25.8 Upon approval of a “Value Engineering” proposal, Contractor shall submit a Change Order request in accordance with the provisions of clause 9.4.

26 GOVERNANCE.

26.1 Contract Governance Structure.

26.2 Where provided for by the Contract, the Parties may set up a committee (hereinafter, the “Review Group”) to supervise the progress of 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.

26.3 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, notwithstanding the obligation for all third parties to sign and comply with confidentiality obligations.

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

26.5 Decision process.

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

26.6 Responsibility.

26.6.1 The Group’s responsibilities include:

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

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

26.6.3 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.

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

27 KPI (KEY PERFORMANCE INDICATOR).

27.1 Contractor shall perform the Contract in satisfaction of the service levels, where expressly provided for by the Contract.

27.2 The Parties shall monitor and verify attainment of the service levels in accordance with the terms set out in the “GOVERNANCE” clause 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 those fundamental responsibilities in the areas of human rights, labor, environment and anti-corruption.

28.2 In particular, 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, Sub-suppliers, other Third Parties appointed by 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 labor performed under duress.
 - Five: Businesses must uphold the 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 preventively to avoid potential damage to the environment.

Eight: Businesses must support 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 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, Sub-suppliers, Third Parties retained by Contractor and its entire supply chain, may result in a breach of these principles, as well as the plan to remedy these situations.

28.4 Throughout the term of the Contract, 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, Contractor shall grant ENEL the access to its facilities and duly provide the requested documents, and Contractor shall make all efforts to fulfil this obligation and shall ensure that its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor and its entire supply chain do the same.

28.5 ENEL may terminate the Contract for causes attributable to Contractor whenever ENEL acquires sufficient and reasonable certainty that Contractor or its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor or its supply chain violated one of the aforementioned principles. Contractor shall defend and hold ENEL harmless from and against any damage, loss, cost or expense arising therefrom.

29 CODE OF ETHICS.

29.1 General details.

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

29.1.2 Contractor acknowledges the commitments provided for in the Enel Code of Ethics and declares that the conduct of its business and the management of its relationships with third parties are inspired by equivalent principles, and Contractor shall ensure that all of its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor and its entire supply chain comply with such principles.

29.1.3 Contractor declares to acknowledge the commitments undertaken by ENEL in its Code of Ethics and undertakes to comply with the principles of the International Labor Organization conventions, as well as with the legal regulations on: the protection of child and women labor; equal opportunities; the prohibition of discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and protection; health and hygiene conditions. Furthermore, Contractor shall ensure that all of its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor and its entire supply chain comply with the same.

29.1.4 Furthermore, Contractor shall comply with the applicable legislation on wages and salaries, pensions and social security contributions, insurances, taxes, etc., in relation to all of its workers employed for any reason in the performance of the Contract, and shall ensure that its Subcontractors, Sub-suppliers, Third Parties appointed by 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.

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

29.1.6 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 Contractor and by any of its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor and operators belonging to its supply chain. In such cases, Contractor shall grant ENEL access to its premises and duly provide the requested documents, and Contractor shall make all efforts to ensure that its Subcontractors, Sub-suppliers, Third Parties appointed by Contractor and its entire supply chain do the same.

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

29.2 Conflict of interests.

29.2.1 During the performance of the Contract, 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, Contractor undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is reasonably expected to create a conflict of interests - notwithstanding ENEL's right to terminate the Contract - 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 Contractor.

29.2.3 Contractor (if an individual) by signing the Contract declares:

1. That Contractor does not hold, within the ENEL Group companies, any senior management position (such as director, senior manager with strategic duties), nor is Contractor an employee of the company or an auditor of the ENEL Group;
2. That no family members/relatives down to the second degree/spouse not legally separated/ domestic partner/ spouse or children of his/her partner/bound to him/her by blood, marriage or other ties are employed in one of the ENEL Group companies;

3. That Contractor as well as his/her 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 or in utility bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding concessions, control activities, etc.).

Contractor (if it is a legal entity²), by signing the Contract, declares that, on the basis of its 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 down to the second degree, spouse, partner, child of a spouse or partner, or a dependent person (whether by kinship or marriage) of the aforementioned members.
- b. Is an employee of an ENEL Group company, nor is a relative within the second degree of kinship or by marriage, spouse, partner, child of a spouse or partner, or a dependent person (whether by kinship or marriage) of such employee.
- c. Held or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), in the last twenty-four (24) months, any office in the Public Administration or in utility bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of concessions, control activities, etc.).

29.2.4 Contractor undertakes to inform ENEL of any change subsequently occurring to the information declared before the signature of the Contract, as long as Contractor holds active status as such.

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 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, Sub-suppliers, Third parties engaged by Contractor and its whole supply chain comply therewith.

29.4 Integrity Clause.

- a) By submitting the bid and/or accepting the Contract, the Bidder/Contractor³ declares
 - to acknowledge the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter “ENEL”), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
 - ⁴ that to the best of its knowledge, the Bidder/Contractor is not subject to any criminal proceedings in relation to tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
 - ⁵ that the Bidder/Contractor is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
 - to be aware and to authorize - for the purposes of assessing the professional conduct of the declarant and of the relevant Company, according to the second and third paragraph above - that ENEL may independently collect additional information, in order to assess the accuracy of the statements made, considering the necessary existence of duties of loyalty for the Company involved.
- b) The Bidder/Contractor undertakes to promptly inform and to provide all the relevant documents to ENEL:

² Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

³ The Legal Representative of the Company in his/her own right and on behalf of (a) the owner and the technical director, in the case of individual companies; (b) the partners and the technical director, in the case of business partnerships; (c) the general partners and the technical director, in the case of limited companies; (d) the managers holding powers of representation, the technical director and the single member (individual), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, **of the Company where they perform their office** and, where applicable, **on behalf of the Parent Company and of the** (e) owner and the technical director, in the case of individual companies; (f) the partners and the technical director, in the case of business partnerships; (g) the general partners and the technical director, in the case of limited companies; (h) the managers holding powers of representation, the technical director and the single member (individual), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, **of the Parent Company**.

⁴ In relation to the Bidder/Contractor and the persons listed in point 3.

⁵ In relation to the Bidder/Contractor and the persons listed in point 3.



- 1) If the Bidder/Contractor becomes aware of the opening of any criminal proceedings, referred to in the second paragraph of letter a) above;

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

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 on the institution 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, Contractor represents that, to the best of its knowledge and after due investigation, its Subcontractors, Sub-suppliers, Third Parties engaged by Contractor and its entire supply chain, are not subject to any Sanctions and Contractor shall promptly notify in writing, in accordance with clause 6 "COMMUNICATIONS" of these General Terms, to ENEL any circumstance in its knowledge concerning the application of any Sanctions throughout the term of the Contract against its Subcontractors, Sub-suppliers, Third Parties engaged by Contractor and its entire supply chain.

29.5.5 In the event that Contractor or any of its Subcontractors and/or Sub-suppliers, Third Parties engaged by Contractor or any operator belonging to its supply chain, are subject to a Sanction during the term of the Contract, or if Contractor provides misrepresentations under this clause, ENEL may terminate the Contract upon 7 working days' prior written notice. Only in this last case, 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 working days from the notification of termination, the Contract shall be automatically terminated, notwithstanding any other action or remedy available in accordance with the applicable Law or the Contract.

30 GOVERNING LAW.

Unless otherwise specified in the Contract, the Contract shall be governed by Chilean law.

31 JURISDICTION.

31.1 Any dispute arising between the Parties in relation to the interpretation or performance of this Contract shall be subject to the exclusive jurisdiction and competence specified in the Contract.

31.2 In the absence of any provision in the Contract, the Contract shall be regulated by Chilean law and any dispute or disagreement arising from, related to or connected with the Contract, including its existence, validity or termination, shall be submitted to arbitration, according to the Procedural Arbitration Rules of the Arbitration and Mediation Center of Santiago applicable at the relevant date, and following the criteria below: (a) the arbitration court shall be made up of one arbitrator appointed by mutual agreement of the Parties. If no agreement is reached, the Parties confer a special and irrevocable power to the Chamber of Commerce of Santiago to appoint, upon written request of any of the Parties, the arbitrator among the members of the arbitration body of the Arbitration and Mediation Center of Santiago; (b) the arbitrator shall act as a *de jure* arbitrator in relation to the settlement of the dispute and as an *ex aequo et bono* arbitrator in relation to the procedure; (c) no appeal shall be allowed against the resolutions of the arbitrator. The arbitrator shall be entitled to decide within the scope of its competence and/or jurisdiction. The proceedings shall be substantiated in Spanish.



Annex Personal Data Protection

Annex Personal Data Protection 1

DESCRIPTION OF PERSONAL DATA PROCESSING

With reference to clause XX of the General Contracting Terms applicable to Chile and to contract no. [] and in particular to the appointment made by the company [], in its capacity as Data Controller, to [] as Data Processor, this Annex is intended to specify that the processing referred to above shall be carried out on the following categories of data and Data Subjects.

A. Categories of Personal Data

- Personal details⁶
- Sensitive data⁷
- Judicial data
- Economic and financial personal data⁸
- Contact details⁹
- Data related to identification documents¹⁰
- Geolocation data
- Statistical data
- Other categories of personal data (free text)
 - _____
 - _____

B. Categories of Data Subjects

- Business partners
 - Contractors
 - Customers/prospects
 - External third parties
 - Minors
 - Employees
 - Employees / Managers
 - Shareholders
 - Employees of other Companies of the Group
 - Other categories of Data Subjects (free text)
-

⁶ E.g.: first name, last name, sex, date of birth, place of birth, etc.

⁷ E.g.: data of minors, health data, political opinions, religion, ethnicity, sexual orientation, etc.

⁸ E.g.: current account or credit card number, credit history, etc.

⁹ E.g.: home address, e-mail address, landline or mobile number, etc.

¹⁰ E.g.: ID card, passport, etc.



Annex Personal Data Protection 2

SELF-DECLARATION

Appointment of the Authorized Persons for the Processing of Personal Data

With reference to clause XX of the General Contracting Terms applicable to Chile and to contract no. [] and in particular to the appointment made by the company [], in its capacity as Data Controller, to [] as Data Processor, the undersigned, under penalty of perjury, hereby:

DECLARES

- a) That its employees/associates have been informed about the activities covered by the contract referred to above, as well as the duties and responsibilities arising from their status as “Authorized Persons” for the processing of the personal data, including the minimum requirements set out in the final section of this declaration;
- b) That the Sub-Processor, if applicable, performing the activities covered by the contract referred to above, has informed its employees and associates about the duties and responsibilities arising from their status as “Authorized Persons” for the processing of the personal data;
- c) That ENEL may access, at any time, the supporting documentation certifying the accuracy of the statements made in the previous paragraphs.

ATTACHES

The list of the Authorized Persons for the processing of the personal data and/or to directly or indirectly operate on Enel's systems containing Personal Data.

UNDERTAKES

- a) To deliver to ENEL before the commencement of the activities under the scope of contract, the List of the Authorized Persons for the processing of the personal data and/or to directly or indirectly operate on Enel's systems containing Personal Data, and to properly keep such document up-to-date.
- b) Notify ENEL on any employee/associate who will not process personal data, either due to termination of the employment relationship or to the completion of the activities for Enel by the Authorized Persons, within five working days after the occurrence of these circumstances.

Full name of the Legal Representative

Signature of the Legal Representative.....

Date

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

In particular, the following requirements shall apply:

- The processing of personal data shall be carried out lawfully and correctly;
- The personal data shall only be processed for purposes related to the activities carried out and only during working hours and, in any case, in compliance with the legal period for the processing;
- Notwithstanding the foregoing, in the exceptional case that the processing of the personal data is made outside working hours, the Authorized Person shall ensure to log off from the working session, protecting the login credentials for future accesses;
- The completeness and accuracy of the data provided and processed shall be verified and ensured, and that such data are current;
- If the subject of the contract includes the collection of consents from Data Subjects, the instructions given by ENEL shall be followed and, in any case, they shall be kept in storage media;
- In case of interruption of work, even temporary, the Authorized Person shall ensure that the data processed may not be accessed by unauthorized third parties, performing a specific log off.
- The log-in credentials shall be confidential and, as such, they shall only be used by the Authorized Person;
- Utmost confidentiality shall be ensured during each processing operation.



In particular, the Authorized Persons shall:

- Only access personal data on a strict need-to-know basis for the performance of the tasks assigned and for the time strictly required;
- Not leave ENEL's documents unattended or exposed to unauthorized third parties, with particular reference to those documents containing sensitive and judicial data; maintain the required confidentiality of such data, implementing - including in accordance with ENEL's instructions - suitable measures to prevent any unauthorized person from accessing the data referred to above;
- Not disclose or communicate the data received, except in the cases allowed by the law or the contract, and maintain due confidentiality on the information collected throughout the performance of the activities, including after their completion;
- Not carry out any massive downloads of personal data without ENEL's prior notification and authorization;
- Keep with due care and diligence the physical documents entrusted for the performance of work activities, containing sensitive personal data and data on criminal background checks, following the storage and access instructions provided by ENEL;
- Implement and strictly comply with the requirements set out by the Data Controller or the Data Processor as regards the suitable technical and organizational measures to ensure a security level appropriate to the risk;
- In particular, carry out the data processing with electronic or automated means, comply with the specific authorizations/qualifications, as well as with the storage methods and media provided by the Data Controller or the Data Processor;
- Inform the Data Controller or the Data Processor of any security breach involving the personal data processed, especially as regards sensitive and/or judicial data.



Annex Personal Data Protection 3

LIST OF THIRD PARTIES AUTHORIZED TO ACCESS PERSONAL DATA

With reference to clause XX of the General Contracting Terms applicable to Chile and to contract no. [] and in particular to the appointment made by the company [], in its capacity as the Data Controller, to [] as the Data Processor, below you will find the list of third parties who may access to and/or process the personal data within the framework of the contract with ENEL:

BUSINESS NAME AND TAX ID No.	COUNTRY OF RESIDENCE AND DOMICILE	PRODUCT OR SERVICE PERFORMED	CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS	CONTACT DETAILS	GUARANTEES FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA¹¹

¹¹ If Enel has authorized the international transfer, please specify that such authorization has been granted and to which country such international transfer will be made.



Annex Personal Data Protection 4

With reference to clause XX of the General Contracting Terms applicable to Chile and to contract no. [] and in particular to the appointment made by the company [], in its capacity as Data Controller, to [] as Data Processor, we hereby request the authorization to enable the third parties listed below to access and/or process the personal data within the framework of the contract with ENEL, in their quality as Sub-processors:

BUSINESS NAME AND TAX ID No.	COUNTRY OF RESIDENCE AND DOMICILE	PRODUCT OR SERVICE PERFORMED	CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS	GUARANTEES FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA¹²

Therefore, I hereby declare:

- That for the completion of specific activities related to the performance of the Contract referred to above, third-party companies shall be employed;

¹² If Enel has authorized the international transfer, please specify that such authorization has been granted and to which country such international transfer will be made.



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- That, to this purpose, such companies have been identified; these companies shall undertake the duties and obligations for the proper processing of the personal data accessible to them, in accordance with the same provisions as those set out in the Contract executed with ENEL and its Annexes, as well as in compliance with all the relevant obligations arising from personal data laws and regulations.

Date _____

Contractor/Data Processor

Legal Representative/attorney in fact

Name _____

Accepted by

ENEL/Data Controller

Legal Representative

Full name _____

Authorization Date: