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## 1. SCOPE

- 1.1. These General Contract Conditions (henceforth, "General Conditions") shall be applicable to the contracts governed by Portuguese law that are entered into between companies of ENEL Group (henceforth, "ENEL") and the Contractor (henceforth jointly referred to as the "Parties").
- 1.2. ENEL promotes a sustainable business model and positions environmental, social, and economic sustainability alongside with innovation right at the center of its corporate culture, hence implementing a development system that is based on sharing the creation of value both inside and outside the business. ENEL pursues to attain The United Nation's Sustainable Development Goals (SDGs) and is a "Participating" member of the UN Global Compact since 2004 and, in 2020, it was confirmed as a LEAD company, thanks to adhering to the ten (10) fundamental principals in relation to human rights, labour standards, environmental protection and fight against corruption.

ENEL undertakes to encourage social, economic, and environmental sustainability, also through its contractual relationships with its Contractors. The Contractor declares it knows ENEL's standards in relation to sustainable development which are available in the following link [<https://www.enel.com/company/our-commitment/sdg-ONU>], and also shares the same goals.

- 1.3. Any exception to these General Conditions proposed by the Contractor shall only be valid where they are in writing and expressly accepted by ENEL; and shall only apply to the Contract it is related to and will not be applied to any other contract that could be entered into in future with the same Contractor.

## 2. DEFINITIONS.

- Final Receipt Document:** document confirming the final receipt and acceptance by ENEL of the purchased materials or equipment, the works or services and the expiration of the Warranty Period.
- Provisional Receipt Document:** document which records:
  - 1) the successful outcome of inspection and/or testing activities in regard to particular equipment or material purchased by ENEL that is subject of contract. This document also records any necessary modifications or corrections of deficiencies that are found during the inspection and/or testing, and/or
  - 2) the successful outcome of a works progress examination, the exact performance or completed correction of the service that is subject of contract, and compliance with technical standards and contractual clauses relating to the various phases of the activities provided in such Contract. In addition, this document contains the necessary modifications or corrections to the deficiencies detected.
- Framework Agreement:** Type of Agreement entered into between ENEL and the Contractor that pursues to establish the technical and financial terms and of any other nature, that must govern the subsequent agreements resulting from the Framework Agreement, that could be executed during the term of the latter, for the supply of materials and/or equipment or the provision of services, similar or repetitive, according to the same conditions and prices. The execution of a Framework Agreement, unless provided otherwise in said Agreement, does not imply for ENEL that it has the obligation to subsequently execute any other Agreement.
- Authorisation to Dispatch:** Document issued by ENEL which entitles the Contractor to proceed to full or partial dispatch of the equipment or material subject of contract.
- Dispatch Note:** Document issued by the Contractor once all the agreed processes have been complied with, by means of which ENEL is informed that total or partial shipment of the equipment or material subject of Contract has been processed.
- Agreed Quality:** Agreement between ENEL and the Contractor, according to which the latter guarantees the quality levels convened by both Parties.
- Letter of intent:** Agreement that contains the prior and general commitments that may or may not be formalised through a Contract. The aim is to enable to start of the Contract formalisation by the Contractor, once the essential obligations have been agreed upon by the Parties, and to avoid conditioning the entirety of the contractual performances on the negotiation of pending details. The issuance of this document implies that the Parties commit to these General Conditions.
- Contract:** the set of all contractual documents as specified below, that regulate, in writing, the duties of the Parties and the acquisition of materials or equipment and/or the performance of a given works, or the provision of a given service:
  1. **Main body of the Contract:** the document that includes the name and identification data of the Parties, specifies the scope and the duration of the Contract that provides the economic, administrative, and regulatory terms and that lists and refers to all of the contractual documents that form the Agreement.
  2. **ENEL's Technical-Economic documents:**
    - **Technical Specifications:** the document that contains the technical requirements related to the Contract.
    - **Consideration or Price List:** the document that provides the economic consideration to be paid for the specific services rendered by the Contractor, which may be grouped per category.

- **Other documents:** Other documents related to a specific Contract (e.g., description of the works and interventions; graphic and descriptive design printouts; time schedule, etc.).

3. **General Conditions:** This document.

4. **Health, Safety and Environmental Terms (SSA Terms):** Document that governs the Party obligations in relation to health, safety, and the environment during the performance of the Contract. The SSA Terms are available in ENEL's global procurement webpage portal.

- Contract Term:** The Period the Contract will be in force, as provided in the said document.
- Subsidiary:** Regarding any legal person, any other legal person, that: (a) directly or indirectly controls, or is controlled by, or is under the joint control of the said legal person; or (b) directly or indirectly owns or owns fifty per cent (50%) or more of any kind of voting shares or other shares in the share capital of the said legal person; or (c) has fifty per cent (50%) or more of any kind of voting shares or shares in the share capital that is directly or indirectly owned as a beneficiary or is held by the said corporate entity, or (d) holds shares as a main legal person of the said legal person or the said legal person has a general corporate interest in the other legal person. For the purposes of this definition, the word "control" means direct or indirect ownership of the power to manage or originate management of the administration or the policies of a corporate entity, be it by means of the ownership of voting shares or in any other way.
- Electronic signature:** Electronic signature system that, when applicable and in conformity with the legislation in force, allows the verification of the identity of the Parties with the same value as a handwritten verified signature, validates communications generated by the signatory, and verifies the origin and integrity of an electronic document or a set thereof.
- Economic guarantee:** Documentation that the Contractor provides ENEL with, in order to financially guarantee the accurate fulfilment of all contractual obligations and any other obligations.
- ENEL Group, or ENEL:** ENDESA, S.A. Group and/or all or any of its subsidiaries, as well as ENEL S.p.A and/or all or any of its subsidiaries.
- Taxes:** Any tax or any levy in general, determined by the competent Authorities or by the laws applicable to a Contract that must be paid according to the legislation in force.
- Offer:** Proposal made by an offeror as an answer to an offer request issued by ENEL, that will be binding to the offeror during the term provided therein but that will not be binding for ENEL until the relevant Contract is executed, and it will not generate any obligation or responsibility for ENEL according to the present General Conditions.
- Warranty Period:** Period of time during which the Contractor guarantees the correct functioning of the materials or equipment supplied, and that these are free from defects and in perfect state of use, as well as the correct performance of the services provided.
- Quality Control Plan:** Document issued by the Contractor that specifies the processes, procedures, and associated resources, to be applied in order to comply with the requirements of the Contract.
- Purchase Global Web Portal:** ENEL web portal accessible to the Contractors to operate on-line with ENEL.
- Sound Industrial Practices:** regarding the provision of services/supplies/works, those practices, methods, instructions and safety, performance, efficiency, dependability and economy measures internationally recognised by industry members, and applicable as fair and appropriate, and those practices, methods, or acts that, when carried out exercising reasonable judgement by those who have reasonable experience in the industry, in view of known facts at the time when a decision is made, are expected to attain the intended outcome at a reasonable cost and in accordance with the Law, dependability and safety. These sound industrial practices do not intend to be limited to the best practices, methods, or acts, excluding all others, but conform a spectrum of fair and appropriate practices, methods, and acts.
- Inspection Points Programme:** Document issued by the Contractor and approved by ENEL, that shows the different inspections, tests, trials, or exams to be conducted in order to fulfil the requirements of the Contract.
- Contractor:** Legal or natural person, (including business associations, regardless of their legal structure) that enters into a Contract with ENEL.
- Reception at Origin:** Procedure in which mandatory tests or trials for the reception of the material are carried out in the presence of ENEL technicians or the person or entity authorised by them, and within the facilities of the Contractor, its subcontractor or sub supplier, or any other entity agreed upon between both Parties.
- Reception via Protocol:** Review of the mandatory trial protocols, previously conducted by the Contractor, by means of which ENEL technicians, or the person or entity authorised by them, approve the dispatch of the material at hand or, on the contrary, decide on the verification of the results of the said protocols resorting to the Reception at Origin Method.

- **Quality Assurance System:** System that establishes those resources, actions, activities, and requirements that the Contractor must comply with to develop efficient and adequate quality management in the execution of the object of the Contract.
- **Subcontractor:** A natural or legal person (including business associations, regardless of their legal structure) that enters into a works or service Contract or a Framework Agreement with the Contractor or with another subcontractor, in order to execute part of the works or services contracted by ENEL with the Contractor.
- **Sub supplier:** A natural or legal person (including business associations, regardless of their legal structure) that enters into a goods, equipment or materials Supply Contract or a Framework Agreement with the Contractor, a subcontractor or another sub supplier to execute part of the works or services contracted by ENEL with the Contractor.

### **3. LANGUAGE.**

3.1. The authentic version of these General Conditions has been drafted in Portuguese.

### **4. EXECUTION AND LEGAL NATURE OF THE CONTRACT.**

4.1. The Contract is executed between the Parties through its signature. By signing the Contract, which may also be done through digital signature, the Contractor declares full and unconditional acceptance of the said Contract.

4.2. The Contract will not be renewed automatically nor tacitly extended.

4.3. In the event of Contracts or Framework Agreements that ENEL may subscribe with the Contractor for the benefit of two or more companies of ENEL Group, the Contracts that derive thereof will be individually executed between the companies of the ENEL Group that receive the service or the supply, and the Contractor or its subsidiaries or associated companies or permanent establishments located in the same country as the company of the ENEL Group.

4.4. The legal nature of the Contract is commercial and therefore the relationship between the parties is that of an exclusive commercial nature, and will be governed by its own clauses and, in all that is not provided for therein, shall be governed by the Commercial Code, specific laws and trade customs.

4.5. The relationships between the Parties to the Contract are those specific to two legal entities that are independent among themselves and independent from third parties. Unless otherwise expressly provided for in the Contract, neither Parties nor their employees will act or will be interpreted as acting as a representative, agent or proxy of the other Party, and its acts and/or omissions may not originate any relationship that binds the other Party to third parties. Furthermore, neither the execution nor the performance of the Contract may be interpreted as a relationship of association, commercial or civil company or entity, joint venture, consortium or any other risk and venture relationship shared by the Parties to the Contract.

### **5. INTERPRETATION AND HIERARCHY.**

5.1. In the event of conflict or incompatibility among the contractual documents of the Contract, the priority and precedence shall be determined according to the following order:

1. Main body of the Contract.
2. ENEL's Technical-Economic documents.
3. HSE Terms.
4. General Conditions.

5.2. Should a conflict arise between the contractual documents and mandatory provisions of the governing law, the mandatory provisions of the governing law shall prevail.

5.3. It shall not be held that a Party has waived any right, power or claim provided in the Contract unless such waiver is explicitly declared in writing to the other Party. The waiver of a right, power or claim shall not imply a waiver of any future right, power and claim even where the latter are of the same nature as the former. Consequently, the temporary lack of exercise or the delay by any of the Parties of any action in defence of its rights shall not imply a final waiver by such Party to any action or to the exercise of court or out of court rights it may be entitled to in accordance with the legal statute of limitation.

5.4. In the event of any provision of the Contract being held null, such invalidity shall not affect the remaining provisions of the Contract, which may be applied without the invalid provision being in force. The Parties, considering the scope of the Contract and by mutual agreement, shall seek to amend the invalid provision in such a way that it complies with its original purpose as much as possible.

### **6. COMMUNICATIONS**

6.1. Any communications between the Parties shall be made in writing, at the location or address and in the manner provided in the Contract. The Parties undertake to promptly report to each other any change of location and address. In the absence of

such notification, communications shall be deemed effective if sent in the agreed manner to the addresses referred to in the Contract.

- 6.2. ENEL reserves the right to use electronic procedures for the exchange of documents relating to the Contract. Unless otherwise agreed in the Contract, electronic means of communication may be used, provided that they allow the tracking of any communication.
- 6.3. The Contractor shall abide by, and promptly give effect to all communications it receives from ENEL, without any further formalities.

## 7. ECONOMIC CONDITIONS.

### 7.1. Consideration.

7.1.1. The price of the Contract is the consideration agreed for the acquisition of materials and/or equipment and for the execution of works or services, and it considers the total value of the Contract. It includes everything necessary for the full performance of the contractual services, and everything that must be provided or performed by the Contractor, including all costs or charges apart from what is due for services and items that have been explicitly excluded and the taxes imposed by the applicable legislation.

The Contractor shall investigate all conditions and circumstances that affect or may affect the price of the Contract (including, but not limited to, the nature and characteristics of the work to be executed, the location and the environmental conditions, seismic and atmospheric conditions which prevail in the place where the Contract is performed, the presence of other Contractors, subcontractors and sub suppliers and other facilities in the aforementioned place, the conditions of the soil and subsoil, the topographic conditions, local uses, legislation and regulations, existing locations and facilities, where appropriate, the general working conditions in the place where the services and/or works will be carried out and in other places, access routes, surface conditions, rights and permits, etc.). The Contractor shall determine the adequacy of the price of the Contract in accordance with the aforementioned conditions and circumstances, releasing ENEL from any claim for increase in the price of the Contract in relation to these conditions and circumstances.

7.1.2. The total price of the Contract includes, at least, the added estimate of the following:

- Direct and indirect labour.
- Machinery and personnel involved in its use.
- Machinery depreciation.
- Consumables and non-consumables.
- Provision and use of all tools suitable for the speciality of the Contractor.
- Necessary equipment for the protection, security, and correct execution of work, as well as the costs and means for its obligations to be fulfilled as regards control, training, and information on occupational risks.
- Construction, provision, maintenance, dismantling or demolition of all the temporary facilities and auxiliary buildings which the Contractor requires for offices, warehouses, workshops, changing rooms, toilet facilities, surveillance, etc. and of any built-in compliance with the legal framework for the Promotion of Safety and Health at Work.
- Transport to/from the work site, for the personnel, material, and any other means.
- Installation and authorisation of services and supplies.
- Maintenance expenses.
- Overheads and industrial profit.
- Subsistence allowance and maintenance expenses for the personnel of the Contractor and for all its agents, representatives, employees, self-employed persons, and subcontractors or sub suppliers.
- Any taxes, fees, and duties for which the Contractor is liable in accordance with the law as a taxpayer, unless these may be recovered by ENEL.
- Expenses for the Contractor which derive from programming, inspections and trials, material control, execution control, tests, acceptances, and other analysis.
- Full performance of the purpose of the Contract in accordance with the applicable laws and regulations, with the Technical Specifications and other contractual documents.
- Costs for formalizing and maintaining the financial guarantee, insurance, and other guarantees, where appropriate.

7.1.3 The prices shall be broken down, specifying the price of the services, the price of the materials, and also the relevant taxes pursuant to the applicable legislation.

7.1.4 The Contractor shall assume any additional cost for freightage, carriage and other expenses derived from non-fulfilment of the delivery and dispatch conditions stipulated in the Contract and in these General Conditions.

7.1.5 ENEL shall not pay for any materials, equipment, or work outside the Contract unless the delivery or execution of the aforementioned has been previously offered by the Contractor, in writing and expressly indicating its price, and this must be accepted, also in writing, by a representative of ENEL who is duly authorised to do so.

7.1.6 The Contractor is liable for any extensions, amendments, and reductions to the scope of the Contract, to the agreed prices, provided that the aforementioned do not represent, as a whole, an increase or decrease of over twenty per cent (20%) of the amount of the Contract. The new delivery date, where appropriate, shall be established by mutual agreement of both Parties, at the reasoned proposal of the Contractor.

7.1.7 Where the extensions, amendments or reductions proposed by ENEL, motivated by a justified reason, represent, as a whole, an increase or decrease of over twenty per cent (20%) of the amount of the Contract, the Contractor may accept or reject these, however in the case of the latter, ENEL shall have the right to terminate the Contract.

7.1.8 In the event that an additional scope must be executed which is not initially stipulated in the price table of the Contract, the price for this scope shall be determined between ENEL and the Contractor, at the proposal of the latter, which must be duly justified, based on the breakdown of costs of other similar units for which there is a fixed unit price.

7.1.9 The negotiation of the price of the additional scope shall be independent of this scope being observed, and the Contractor undertakes to execute it immediately after having received the request from ENEL.

7.1.10 At the previous and express request of ENEL, the Contractor shall include a unit price scale in its offer, where considered necessary by ENEL, throughout the performance of the Contract, the execution of the Contractor of labour units, services, or additional supplies, which are not initially stipulated in the scope of the Contract (administration prices). The aforementioned prices, once they have been agreed on by the Parties and incorporated into the Contract, shall include the same concepts as those defined in clause 7.1.2. and they shall be applied when it is not possible to set a price for the additional scope or in cases deemed necessary by ENEL.

## **7.2 Price Change.**

The prices are fixed and unchangeable. A price change may occur if provided in the Contract or where required by the applicable law.

## **7.3 Invoicing.**

7.3.1. Before issuing an invoice, the Contractor shall request prior consent of ENEL in relation to the services, supplies or works provided, delivered, or performed by the Contractor. ENEL shall not deny or delay such consent without reason.

7.3.2. Invoices must be valid, and ENEL shall only accept them if they contain all information required by the Contract and by the applicable regulations, and only if the activities or supplies covered by the Contract have been duly carried out. Invoices not referring to the specific Contract number shall neither be accepted nor considered in order to compute the date of their receipt. Even where the Contract provides the payment of invoices in different currencies, any single invoice must be issued under a single currency.

7.3.3. In the event that the Contract allows invoicing in a different currency to that primarily established in the same, the Exchange rate applicable to calculate the amount invoiced shall be determined using the date of payment of the same.

7.3.4. ENEL may return to the Contractor those invoices that:

1. are not reporting information or data required by the Contract or the applicable law.
2. contain items not authorised by ENEL.
3. are issued in a currency other than that provided in the Contract.

In case of return of an invoice, ENEL shall specify the grounds for returning invoices. The return an invoice excludes the original receipt date of the former.

7.3.5. The following items must be broken down within the same invoice:

1. Potential scopes agreed upon with the prices provided in section 7.1.10. as a compliment to what was initially agreed to in the Contract.
2. Increases as a result of applying Price review formulas to the prices provided under the Contract. In this case it shall be necessary to provide proof of the value of the indexes applied, and details of the application of the relevant review formula.

- 7.3.6. Should an invoice be lost, the Contractor may issue a duplicate, provided that this is original and that it states, "Duplicate based on loss of the original"
- 7.3.7. The invoice may not have an earlier date to the provision of services or the reception of the material or equipment or to that provided for in the Contract.
- 7.3.8. All the invoices and, where applicable, their supporting documentation, must be sent to one of the following addresses according to the format of the invoice:
- AUTOMATIC INVOICE:  
Preferred invoicing means with ENEL Group that is processed through the DRAPE application, that can be accessed through the Webuy procurement portal: <https://webuy-gp.enel.com/esop/guest/login.do>
  - PDF INVOICE. NON-CHANGEABLE:  
File is uploaded through the DRAPE application, that can be accessed through the Webuy procurement portal: <https://webuy-gp.enel.com/esop/guest/login.do>
  - PAPER INVOICE, VIA ORDINARY MAIL:  
ENDESA GENERACIÓN PORTUGAL S.A.  
Quinta da Fonte, Edifício D. Manuel I, Piso 3, Ala B  
2770-203 Paço de Arcos
- 7.3.9. In the case referred to under sub-clause 4.3., where the Contractor refers to its subsidiaries or associated companies or permanent establishment in the Country where the ENEL Group companies are established, the performance of the Contract purpose as well as the relevant invoicing must be provided directly by the subsidiaries, associated company, or its permanent establishment in the same Country in which the ENEL Group company is located.

#### 7.4. Payment Conditions.

- 7.4.1. Subject to prior review and approval by ENEL as regards compliance by the Contractor with all the contractual terms, invoices received shall be paid within the deadline provided in the Contract in accordance with the legislation in force.
- 7.4.2. The Parties agree that in the event of delay in payment by ENEL for reasons solely attributable to ENEL and upon written and reasonable request, it shall pay the Contractor, an additional amount as penalty interest in accordance with the applicable law.
- 7.4.3. All payments carried out prior to Provisional Acceptance or delivery, in accordance with the Contract provisions, shall be considered payments on account of the final price.
- 7.4.4. Save for exceptions previously approved by ENEL, payments shall be made to the Contractor via bank transfer.
- 7.4.5. The Contractor commits to providing all details of its bank account to ENEL. The Contractor is obliged to inform ENEL immediately of any change in its tax information and general information (such as: NIF (Tax Identification Number), address, company name, etc.) and any change of ownership/corporate shareholding. Failure to communicate the above information may result in the suspension of payments of invoices that contain data that is not up to date.
- 7.4.6. The payment of the invoiced amount(s) shall not imply that ENEL has acknowledged that the Contract has been properly performed by the Contractor or that ENEL has waived its rights and claims against the Contractor, as any payment is made without prejudice to any future right or claim.
- 7.4.7. ENEL shall be entitled to compensate the amounts to the Contractor, in the amount that the latter has monies payable to ENEL or any other companies of the ENEL Group.
- 7.4.8. Should ENEL confirm that the Contractor is in breach of any of its obligations and this may generate joint or subsidiary liability or any other direct action against ENEL, regardless of the termination of the Contract taking place or not, and as soon as such circumstances are known to ENEL, it may retain all sums that may be pending payment to the Contractor in any concept, in the amount sufficient to cover the said liabilities, being able to even pay for the said obligations on its own account if permitted by the law. This right to retention and payment on account of the Contractor will be extended to all damages derived from the breach or guarantee of the Contract, or any other case in which ENEL could be liable.

#### 8. TAX.

- 8.1. The prices fixed in the Contract are inclusive of taxes, duties, and charges. The taxes, duties and charges resulting from the Contract that are applicable in any of the jurisdictions where the Contractor and ENEL have their tax residencies shall be paid, withheld, or discounted from the price by each one according to the law applicable.
- 8.2. The Parties mutually undertake to fulfil all requirements and procedures and to deliver all documents necessary for the proper payment of taxes and invoices, including withholdings and similar duties that may be due according to and in compliance with the legislation in force. Similarly, the Parties undertake to cooperate in order to obtain exemptions or other tax benefits applicable to the Contract purpose. If, due to a lack of diligence or any other cause attributable to the Contractor, ENEL loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to profit from the agreed price.

- 8.3. The Contractor will furnish ENEL with a Certificate issued by the Portuguese Tax Authorities certifying that its taxes are paid up to date as per article 177º - A of the Tax Procedure and Process Code (Código do Procedimento e do Processo Tributário). The certificate shall be delivered prior to the signing of the Contract and date of the first payment. In those Contracts where the term is over three (3) months, the certificate shall not only be issued with the signing of the Contract but also subsequently on a quarterly basis. Where a certificate has not been issued or the certificate provides that there are amounts due, payment to the Contractor shall be suspended by ENEL until the Contractor provides a certificate showing it is up to date with its payments.
- 8.4. If the Contractor is not a tax resident in Portuguese territory, it must submit to ENEL, at the time of the Contract's signing or at the beginning of its term, and subsequently, on an annual basis, the tax residence certificate issued by the competent authorities, as well as filling in and signing the relevant form required by the Portuguese Tax Authority (or the instructions in force at the time), which may allow for the exemption of withholding tax. In case of non-compliance with these requirements, the entity holding the contract must withhold the income paid to the non-resident entity and proceed to the payment of taxes to the Tax Authority.
- 8.5. Where the Contractor has its residence in Portugal, it will review, with ENEL, if the terms and conditions of the Contract entail a distinguishing treatment in order to apply the reverse charge mechanism in indirect taxes that may be applicable in accordance with the legislation in force at the time of the accrual of the operations, which will entail that the Contractor shall issue its invoices leaving out indirect taxes.
- 8.6. If the Contractor does not have its residence in Portugal, in the event of the existence of a Convention on the elimination of double taxation in force signed between the country of residence of the Contractor and Portugal, and the Contractor calls for the application of any of its provisions, it shall provide ENEL with the relevant tax residency certificate proving that it is a tax resident in its country for the purposes of the provisions of the Convention at hand, and the qualification of the rent will be granted by Portugal. The certificate must be provided with the first invoice issued and/or as soon as ENEL requests the same. Should the certificate expire while the Contract is still in force, the Contractor must provide ENEL with a new certificate to enable the Convention to apply.
- 8.7. Should equipment or materials be shipped from abroad in Contracts performed in the DDP modality (Incoterms ICC 2020), taxes will be paid as follows:
- a) The Contractor will pay all taxes and charges that may apply to the goods at the country of origin and those that may apply at countries of transit for the said goods until final delivery, as well as the taxes charged at the country of destination that are payable according to the financial benefits obtained for the sale of the said goods.
  - b) The Contractor, in addition, shall pay the customs tariffs and taxes on imports or their equivalent at the country of destination, as well as other official customs dispatch expenses regarding the imported materials and/or equipment, except where otherwise agreed upon with ENEL.
- 8.8. Taxes on national materials or equipment will be paid by ENEL or by the Contractor, in accordance with the legislation in force.

## 9. PERFORMANCE.

### 9.1. Introduction.

- 9.1.1. The Contractor, if required by the Contract, shall be obliged to appoint, and maintain, throughout the performance of its activities pursuant to the Contract, one or more representatives with full authority to discuss technical and economic matters, with particular reference to safety and occupational health, labour law and work-related social obligations, and respect for the environment.
- 9.1.2. ENEL reserves the right, during the performance of the Contract, to object said representative(s) for good reason. In such a case, the Contractor shall be obliged to appoint a different representative(s) within ten (10) working days, unless otherwise provided in the Contract.
- 9.1.3. ENEL undertakes to provide, upon request of the Contractor, all necessary information for the performance of the activities covered by the Contract. Where the data provided by ENEL is insufficient or incomplete, the Contractor undertakes to request missing information in good time.
- 9.1.4. ENEL has the right to check and verify the exact performance of the Contractor of all obligations under the Contract and in compliance with all instructions issued by ENEL, the proper and timely performance by the Contractor of all activities necessary for the fulfilment of the Contract in accordance with the terms and conditions set forth in the same Contract.
- 9.1.5. Without prejudice to its right to terminate the Contract, if ENEL, at the outcome of said checks and inspections, in any manner and at its sole discretion, determines that the Contractor has operated in breach in the exact performance of the Contract – this may include only errors or inaccuracies – the Contractor must remedy the deficiencies at its own expense; no contractual deadline will be postponed while the Contractor remedies its deficiencies, and in addition, ENEL shall reserve its right to claim the Contractor for any damages suffered.
- 9.1.6. ENEL reserves the right to request to the Contractor, at any time, the anticipation of all or part of the performance object of the Contract and the right to evaluate a possible recognition of a financial bonus. ENEL may request the advance by means of a specific written request and the Contractor will communicate its consent, always in writing, expressly accepting the new deadline requested by ENEL. It is understood that the ENEL advancement request does not produce an automatic recognition of the financial bonus, even where specifically accepted by the Contractor. The recognition of the financial bonus, to the extent provided in the contract, remains subject to the specific acceptance of ENEL and subject to the aforementioned anticipation being carried out by the Contractor



in full compliance with all its legal and contractual obligations, especially in the field of work, health, and safety. No bonus can be recognised if penalties have been applied to the Contractor during the execution of the contract

## **9.2. Inspections, tests, and trials.**

9.2.1. ENEL may carry out inspections of the materials or equipment covered by the Contract at any stage of their manufacture, including the works or services contracted, as well as the materials or equipment that the Contractor uses to implement these. Such inspection may be performed through its own staff or through the persons or entities appointed for such purpose, both in the Contractor's works, offices, factories, workshops, or warehouses as well as those of its subcontractors. To this effect, ENEL inspectors shall have free access to the aforementioned premises and the Contractor must provide access where required. ENEL and/or the personnel or bodies designed for this purpose, must observe the relevant policies of the relevant facilities. The Contractor is authorised to restrict ENEL's access to its intellectual property and/or confidential information, expressly classified as such in the Contract, provided that the Contractor grants ENEL access to all the information required in order to correctly carry out inspections, trials or tests.

9.2.2. Where inspections, trials or tests are provided in the Contract, without prejudice ENEL's right to inspections, the Contractor undertakes to perform, by its own means, all the agreed tests and inspections which must be carried out in accordance with the applicable standards and the administrative regulations or regulations which are generally applied. The Contractor shall inform ENEL in writing of the date on which the aforementioned will be carried out, at least ten (10) days in advance. Likewise, the Contractor shall announce the results of the tests or trials performed and shall include them in the relevant certificates or protocols for ENEL, even if they have been carried out in the presence of ENEL's inspectors or representatives.

9.2.3. The Contractor may not start or stop any manufacturing, construction or assembly phase, or dispatch materials before the inspections and tests have been satisfactorily completed, when preventive inspections and tests are required or before express authorisation has been given in writing by ENEL, or unless ten (10) days have lapsed once notification has been given by the Contractor of the inspection and trials, where ENEL has not given instructions otherwise.

9.2.4. ENEL may perform tests or inspections in addition to those provided in the Contract, where it deems necessary. If these tests show a positive result, any additional costs that may be incurred shall be borne by ENEL. If the results are negative, the costs shall be borne by the Contractor.

9.2.5. The performance of inspections, tests or trials with a positive result does not mean that the purpose of the Contract has been performed entirely as agreed, nor that it must be accepted accordingly by ENEL, nor does it exonerate the Contractor from any liability that may concern it.

9.2.6. The absence of a claim on the part of ENEL as regards the performance of the Contract, even following the aforementioned check and control activities, shall not entail a limitation to the liability of the Contractor if it does not fulfil the contractual obligations, even if this non-compliance is subsequently determined.

9.2.7. Where the results of the inspections, tests or trials performed show that any of the provisions of the Contract has not been fulfilled, ENEL may request the replacement or restoration of materials, equipment or works, the cost of which must be borne by the Contractor, and this shall be free of charge for ENEL. In the event that ENEL requires materials to be replaced, the aforementioned must be identified clearly and the Contractor may not use them in the execution of the contractual activities.

9.2.8. The duration and conditions for the performance of inspections, tests and trials which are carried out may not, under any circumstances, be referred to by the Contractor as a cause of or justification for delay in the delivery date, which is specified in the Contract, unless ENEL is solely liable without just cause for the delay in the performance of the aforementioned, and said delay is not covered by the provisions of the Contract.

9.2.9. Without prejudice to the foregoing, as regards Contracts that include tests or trials, these tests or trials shall be performed in full compliance with the Inspection Points Programme which is prepared by the Contractor and approved by ENEL.

9.2.10. As an alternative to physical access to the sites, offices, factories, workshops, or warehouses, at the request of ENEL, the Contractor and its subcontractors or sub suppliers shall allow and facilitate remote inspections or tests to be carried out. The Contractor or its subcontractors or sub suppliers shall make the connection system available to ENEL (for example, video conference, smart glasses, webcam, etc.) and shall allow a video of the inspections/tests to be transmitted, documentation to be revised and both local and remote participants to interact with each other.

## **9.3. Quality Control.**

9.3.1. Quality Control comprises the set of actions, activities and techniques required to furnish ENEL with the necessary reliance that the material, equipment, or service subject of Contract shall reasonably comply with the standards required by ENEL and, where applicable, with the relevant regulations and technical standards.

9.3.2. The Contractor shall be solely liable for Quality Control, regardless of the controls and tests performed or required by ENEL through its own means or those of a third party, which, if carried out, shall not alter the responsibility that is exclusively borne by the Contractor.

9.3.3. Before starting the manufacturing process, or providing the works or services contracted, the Contractor shall, upon request by ENEL for the latter's approval, issue a Quality Control Plan (as per ISO 10.005 or similar) that will include the Inspection Points Program, as well as a list of applicable operations and proceedings. Once the referred Quality Control Plan has been issued, ENEL may file allegations to this within fifteen (15) working days, provided this is based on justified grounds, and the Contractor undertakes to modify this with due diligence, making the necessary corrections according to the allegations raised by ENEL.

9.3.4. During the performance of the Contract, the Contractor shall ensure strict observance with the provisions contained in the Quality Assurance System and the Quality Control Plan endorsed by ENEL who reserves the right

to perform any audits necessary to verify the referred compliance. Upon end of Contract performance, the Contractor shall provide ENEL with a final Quality Control report for approval, a Quality Control report that must be in accordance with the provisions of the Contract and Quality Control Plan endorsed.

9.3.5. In the event that there is intention to discontinue products by the Contractor, ENEL may request the Contractor to deposit the technical documentation necessary for the manufacture of the said materials and equipment covered in the Contract before a Notary Public, making this available to ENEL.

9.3.6. Fulfilment of the aforementioned Quality Control terms does not, under any circumstance, release the Contractor from any liability for incorrect contract performance.

#### 9.4. **Terms of delivery and receipt.**

##### 9.4.1. Introduction.

9.4.1.1. Deliveries, including partial deliveries, must be made on the dates or by the deadlines specified in the Contract

9.4.1.2. If a fixed deadline is not provided in the Contract and only a term for completion, or delivery is established, such term shall begin to run from the date provided in the Contract or in the Letter of Intent, where applicable.

9.4.1.3. The advance of the completion date or the reduction of the contractual term are admitted only upon express consent by ENEL. In such a case, the aforementioned authorisation shall not determine an earlier payment from ENEL of all or part of the consideration.

9.4.1.4. The termination date may not be delayed, nor may the terms for execution or delivery be postponed or extended, unless for reasons attributable to ENEL or as result of Force Majeure.

9.4.1.5. The Contractor undertakes, at its own expense, to implement any mean reasonably available to compensate, as far as possible, for any delay on the contractual deadlines and terms, even where such delay is justified.

9.4.1.6. Under no circumstance -even where a dispute resolution is pending- may the Contractor voluntarily suspend or delay the performance of the Contract. In the event of breach of the foregoing, ENEL reserves its right to terminate the Contract, without prejudice to its full entitlement to seek indemnity for the damages potentially suffered.

##### 9.4.2. Materials and/or equipment.

9.4.2.1. With each delivery, the Contractor must attach all the final technical documentation as well as the protocols of the trials provided in the Specifications, in the Main body of the Contract and the rest of the ANNEXES and, where applicable, in the relevant technical standards. In addition, the Contractor must certify, where requested by ENEL, that the design, raw materials, materials and the brands and types of components used in the performance of the Contract are identical to those formerly approved.

9.4.2.2. To carry out delivery, the Contractor shall issue ENEL, with reasonable notice, for the attention of the contact person provided in the Contract, the Dispatch note containing at least the following:

- Reference number of the Contract.
- Number of packages sent, providing the content of the same. In case these packages are the last delivery, this must be expressly stated.
- Details of the transport means used and the company performing this with information and the telephone number of the contact person of that company.

9.4.2.3. The Contractor shall immediately notify ENEL any circumstance that could change the delivery terms agreed and/or previously notified.

9.4.2.4. As regards materials or equipment subject to Quality Control, and unless otherwise agreed, the Contractor shall not proceed to dispatch of the same until it has the Authorisation to Dispatch following the Receipt by protocol or Receipt at origin issued by ENEL. Exceptions include the supplies that are included in a Concerted Quality regime. If the Contractor proceeds to dispatch without complying with the referred requirements, all costs arising from the same shall be borne by the Contractor.

9.4.2.5. Unless otherwise provided in the Contract, the delivery of materials and equipment shall be carried out in accordance with mode DDP (ICC Incoterms 2020) at the destination point established in the Contract. The terms shall be interpreted according to the Incoterm as regards delivery, ownership, insurance, etc., unless it is contrary to the relevant provisions in the Contract.

9.4.2.6. Without prejudice to the delivery date provided in the Contract being considered duly fulfilled by the Contractor on the delivery date provided in the Contract, ENEL reserves the right to delay any dispatch or expedition of materials or equipment. The price agreed in the Contract includes storage costs and insurance on the part of the Contractor, in compliance with sound market practice, during the month that follows the delivery date provided in the Contract. If the delay in dispatch or expedition were to be extended for a longer period, in excess to the referred month, then the Parties shall mutually agree on the relevant compensations due, where appropriate, based on additional storage and insurance costs.

9.4.2.7. Where the materials or equipment do not require tests or trials and final recognition, then the effective delivery of the materials and equipment by the Contractor, with ENEL's approval and according to the Contract provisions, entails the transfer of ownership to ENEL as well as the risks associated to entitlement and possession, including the risks of loss and damage, and the start of the Warranty Period. This is without prejudice to the liability that still remains on the Contractor based on hidden defects, manufacturing defects or any other liability that may be allocated according to the law applicable.

9.4.2.8. Subsequently, the expiry of the Warranty Period, with ENEL's approval and in accordance with the Contract provisions, entails final acceptance by ENEL of the materials and equipment purchased. Again, this is without prejudice to the liability that

still remains on the Contractor based on hidden defects, manufacturing defects or any other liability that may be allocated according to the law applicable.

9.4.2.9. When the materials and equipment require tests or trials and final recognitions, and once received by ENEL, and are in compliance with all the terms or activities provided in these Conditions as well as the Contract, a Provisional Receipt shall be carried out and subsequently a Final Receipt according to the terms provided in section 9.4.3 however the deadlines provided in sections 9.4.3.1.1 and 9.4.3.2.1 shall be reduced to eight (8) calendar days.

9.4.2.10. Where the materials or equipment require assembly in an installation in order to check fitness and operation, it shall be understood as jointly performed with Provisional or Finales Reception of the installation.

#### 9.4.3. Works and/or services.

##### 9.4.3.1. Provisional Acceptance.

9.4.3.1.1. With sufficient notice, the Contractor shall inform ENEL of the date on which the execution of the work or service subject to the Contract shall come to a complete end, in order for the date (day and time) to be set by mutual agreement for Provisional Acceptance to be executed, and this date may be no later than thirty (30) calendar days from the execution of the work or service being completed.

9.4.3.1.2. On the day set for Provisional Acceptance to be executed, the ENEL representative, in the presence of the representative of the Contractor, shall proceed to examine the state of the work or service contracted and to check that the applicable legislation, technical regulations and obligations included in the Contract are complied.

9.4.3.1.3. Provisional Acceptance shall be executed once the specific tests have been performed to the satisfaction of ENEL and once it has been confirmed that the work or service subject to the Contract has been carried out correctly. In this case, ENEL shall prepare the Provisional Acceptance Certificate, which must be signed by both Parties. The signing of this Certificate means that the works or services contracted have been delivered and made available to ENEL, and property, as well as the risks inherent in ownership and possession, have been transferred, including the risks of loss and damage, and the start of the Warranty Period, all of the foregoing without prejudice to the enduring liability of the Contractor for hidden faults, manufacturing defects or any other liability that may be enforced on the aforementioned in accordance with the applicable legislation.

9.4.3.1.4. In the event that the examination of the work or service contracted were not satisfactory at the discretion of ENEL, or the established tests were not passed, ENEL shall prepare an Inspection Certificate for the works or services, which shall include any defects detected and the deadline for these to be repaired by the Contractor, which must be solely and exclusively borne by the aforementioned. Where the Contractor wishes to express its disagreement with any technical or financial aspect, it shall do so with well-founded reasons in the Certificate itself.

9.4.3.1.5. Once the set period has come to an end, the appropriate examination and tests shall be carried out. If ENEL finds these satisfactory, the Provisional Acceptance Certificate shall be signed. Otherwise, a new Inspection Certificate shall be prepared, indicating the defects detected and ENEL may choose to terminate the Contract due to non-compliance by the Contractor, or grant the aforementioned a new period for defects to be repaired, which must be solely and exclusively borne by the Contractor, in both cases without prejudice to the power of ENEL to proceed to claim for damages and/or enforce any financial guarantee which may have been given by the Contractor.

9.4.3.1.6. Any additional periods granted to the Contractor by ENEL to repair any deficiencies detected when executing Provisional Acceptance do not constitute an extension of the contractual periods and, consequently, the Contractor shall be liable for any penalties and damages incurred as a result

##### 9.4.3.2. Final Acceptance.

9.4.3.2.1. With sufficient notice, the Contractor shall inform ENEL of the date on which the Warranty Period will come to an end, in order for the date (day and time) to be set by mutual agreement for Final Acceptance, and this date may be no later than thirty (30) calendar days from the aforementioned communication being received by ENEL, or before the end of the Warranty Period.

9.4.3.2.2. On the day set for Final Acceptance to be executed, the ENEL representative, in the presence of the representative of the Contractor, shall proceed to examine the state of the work or service contracted and to check that the applicable legislation, technical regulations, and obligations included in the Contract are observed.

9.4.3.2.3. ENEL shall express its agreement by signing the relevant Final Acceptance Certificate, which must be signed by both Parties, and where the fulfilment of all obligations of the Contractor shall be recorded. The signing of this Certificate signifies the final acceptance by ENEL of the works or services contracted, without prejudice to the enduring liability of the Contractor for hidden faults, manufacturing defects or any other liability that may be enforced on the aforementioned in accordance with the applicable legislation.

9.4.3.2.4. In the event that ENEL were to observe minor defects, it may also sign the Final Acceptance Certificate, indicating said defects in the same, the deadline for these to be corrected by the Contractor, which must be solely and exclusively borne by the aforementioned, the conditions of the financial guarantee in order to ensure the effectiveness of the repair and the period in which the Contractor must perform these. Where the Contractor wishes to express its disagreement with any technical or financial aspect, it shall do so with well-founded reasons in the Certificate itself.

9.4.3.2.5. In the event that the set period was to end without the defects having been repaired, ENEL may terminate the Contract due to non-compliance of the Contractor or grant the aforementioned a new period for defects to be repaired, which must be solely and exclusively borne by the Contractor, in both cases without prejudice to the power of ENEL to proceed to claim for damages and/or enforce any financial guarantee which may have been given by the Contractor.

9.4.3.2.6. Where the Contractor does not witness the Final Acceptance procedure, despite having been called to do so, the Certificate which has been prepared by ENEL shall have the same effects as if it had also been signed by the Contractor.

**9.5. Transfer of property and risk.**

**9.5.1. Materials and/or equipment.**

9.5.1.1. Unless otherwise stipulated in the Contract, the materials and/or equipment, duly packed in accordance with the Contract, shall be considered for all effects and purposes to belong to ENEL when accepted by the aforementioned in the place and pursuant to the agreed conditions and/or in the warehouses, offices and/or plants of ENEL. Where provided, unloading shall be carried out under the responsibility of the Contractor, with the aforementioned bearing any expenses derived from this.

9.5.1.2. Without prejudice to the foregoing, the Contractor authorises ENEL to take possession of the materials and/or equipment, in full or in part, from the moment they enter into a site or facilities belonging to ENEL and it authorises ENEL to make use of them as may be required, including working, assembling or carrying out other jobs on them or with them, and incorporating them into the site or facilities of ENEL, unless this authorisation is expressly limited to ENEL for justified reasons. Where authorised to do so, ENEL may use or incorporate these materials and/or equipment into its operating processes, making the result of this process its own.

9.5.1.3. Until the risks are transferred to ENEL, the Contractor shall have valid insurance with appropriate cover for the materials and equipment, even if these are already in the possession of and used by ENEL.

**9.5.2. Works and/or services.**

9.5.2.1. Unless otherwise provided in the Contract, the results of the works and/or services subject to the Contract shall belong to ENEL upon the signing of the Provisional Acceptance Certificate.

9.5.2.2. Without prejudice to any rights which correspond to the State by law, or to third parties, ENEL, reserves the possession and property of all types of findings in any excavations and demolitions which take place on its land, as well as usable mineral substances. In this case, the Contractor must use all precautions necessary, or any indicated by ENEL. ENEL shall pay the Contractor the excess of activities and/or extraordinary expenses brought about by this work, in addition to applying an extension to the period for performance, where necessary.

9.5.2.3. Without prejudice to the clauses included in the preceding sections, ENEL reserves the right to request at any time that the Contractor, which shall undertake to fulfil this requirement, unless there is a justified reason for not doing so at the discretion of ENEL, transfer the ownership of the works, facilities, materials, and equipment included or present in the work site. In this case, the Contractor may continue to carry out its activities and it shall still be liable for any installation risks until the Final Acceptance Certificate is signed.

9.5.2.4. Until the risks are transferred to ENEL, the Contractor shall have valid insurance with appropriate cover for the results of the results of the works and/or services subject to the Contract, even if these are already in the possession of and used by ENEL.

**9.5.3. Fault and defects.**

The Contractor shall be liable for any apparent or hidden faults, damages, flaws, or defects which emerge or are confirmed in the performance of the Contract or during the Warranty Period, and until the end of the period stipulated by the legislation in force, with the exception of legal liabilities or liabilities of any other nature that may arise. In the case of mass or serial defects, the Contractor must replace or carry out all necessary work again, without needing to wait for the defect to appear in all services or supplies.

**10. SUBCONTRACTING AND SUBSUPPLYING.**

10.1. The Contractor may not subcontract or sign any sub supplier agreements for all or part of the performance of the Contract unless express authorisation has been granted by ENEL beforehand.

10.2. The Contractor may subcontract up to a percentage of forty-nine per cent (49%) of the total amount of the Contract, unless a different percentage is provided for in the Contract.

10.3. Only one level of subcontracting is permitted, except in cases where the applicable law provides otherwise. The requirements and limitations in relation to levels of subcontracting shall be governed by the provisions of the Contract and the Portuguese legislation.

10.4. Where appropriate, the Contractor shall provide ENEL with a list of possible subcontractors and sub suppliers, and the activation planning of the aforementioned; such list and the relevant activation planning may be subsequently updated. The Contractor may not sign any subcontractor or sub supplier agreements with any natural person or legal entity outside the aforementioned list, and which has not been previously approved by ENEL in writing. The request for approval shall be sent to ENEL at least thirty (30) calendar days before the estimated start date for the work of the subcontractor or sub supplier. The request for approval must include the following details:

- (i) Information on the subcontractor or sub supplier.
- (ii) Start/end date for the work of the subcontractor or sub supplier; and

- (iii) Part of the scope of the Contract which is requested to be subcontracted (type, volume, countries) or performed by means of sub supplying.

10.5. As a requirement for being approved by ENEL, the Contractor shall request that the subcontractor or sub supplier regularly register in the ENEL Global Procurement Portal.

10.6. Under no circumstances may a contractual relationship be established between the subcontractors or sub suppliers of the Contractor and ENEL, and the Contractor shall always be liable for all activities of the aforementioned subcontractors or sub suppliers, and for the fulfilment of their contractual, legal and tax obligations, as well as any damages caused to ENEL by any of its subcontractors or sub suppliers, by its agents, advisers, and workers.

10.7. ENEL shall not be held liable for any subcontractor, or for any of its personnel, for any claim directly or indirectly resulting from the Contract, , by means of which the Contractor undertakes and is liable to ENEL to carry out everything within its power to prevent these claims from being filed and/or processed.

10.8. The Contractor shall be held liable for ENEL and shall hold the aforementioned harmless from any legal or non-legal action, or proceedings conducted against ENEL by any subcontractor, or by its personnel. This indemnity must be considered independently and without prejudice to the Government or the Courts hereto imposing other sanctions or liabilities, pursuant to the legislation in force.

10.9. The aforementioned indemnity shall affect both the amount payable by ENEL, as well as any type of expense or cost incurred by ENEL as a result of this claim. In particular, in the event that a court or out of court claim is filed against ENEL originating from the workers of the Contractor or of its subcontractors, agents or advisers, ENEL shall be authorised to withhold the appropriate amount, applicable to any sums owed by ENEL or applicable to the financial guarantees provided by the Contractor which are in the possession of ENEL, in order to cover the claimed principal, in addition to any amounts which are prudentially estimated for interest, expenses and costs. Failure of the Contractor to fulfil the provisions in this section shall be considered a material breach and shall authorise ENEL to terminate the Contract due to non-compliance by the Contractor, without prejudice to any other legal action to which ENEL may be entitled.

10.10. The Contractor undertakes to obtain from the subcontractor and from the sub supplier express acceptance in writing of the obligations as regards ENEL concerning the Contractor, of all the contractual, legal, labour, confidentiality and safety conditions, and the relevant supporting documentation must be submitted to ENEL.

10.11. ENEL may at any time inspect and supervise the work or products of the subcontractor or sub supplier, and the fulfilment of its obligations, in relation to the performance of the Contract. The subcontractor or sub supplier undertakes to fully cooperate with ENEL as required for the performance of the aforementioned (documentation, reports, unrestricted access to its factories, workshops, or facilities, etc.).

10.12. During the performance of the Contract ENEL reserves its right to reject any subcontractors or sub suppliers which it does not deem appropriate to maintain based on well-founded reasons.

## **11. ASSIGNMENT.**

### **11.1. Assignment of receivable and payables.**

11.1.1. ENEL may, with the sole condition of notifying this to the Contractor, assign its receivable rights and payment obligations under the Contract in favour of any company part of ENEL Group.

11.1.2. The Contractor may not assign receivable rights and payment obligations under the Contract in favour of any natural or legal person, without prior express authorisation from ENEL.

### **11.2. Contract Assignment.**

11.2.1. ENEL may, with the sole condition of notifying this to the Contractor, assign its rights and duties under the Contract in favour of any company part of ENEL Group. In the event that assignment by ENEL is performed in favour of any other natural or legal person different to those provided in the preceding paragraph, ENEL must obtain prior express authorisation from the Contractor.

11.2.2. The Contractor may not assign its rights and duties under the Contract in favour of any natural or legal person, without prior express authorisation from ENEL. Such authorisation request to ENEL shall include express acceptance from the proposed assignee of the duties it is to acquire before ENEL in relation to the contractual terms (legal, labour, confidentiality, security-related etc.), and it is indispensable to provide ENEL with the relevant supporting documentation.

## **12. CONTRACTOR'S OBLIGATIONS AND RESPONSABILITIES.**

- 12.1. The Contractor is fully liable for everything that is necessary to perform the Contract, and in any case for everything that is allocated as its duty under the Contract, and in particular, for the following:
- carrying out inspections, testing and checks required by the Contract and applicable regulations, as well as all of all costs arising therefrom.
  - processing and obtaining visas, authorisations, and licenses necessary for the performance of the Contract, except those that are under the responsibility of ENEL by provision of law.
  - organising its personnel, independently of the capacities performed in the contractual activities, provided that at all times the Contractor's responsibility is clearly identified and separated from that of ENEL.

- the appointment of a person in the Contractor's own organisation to act as ENEL'S referring individual during the performance of the Contract.
  - correctly perform the tasks required to execute the Contract bearing all its associated costs.
- 12.2. The Contractor shall perform the Contract in accordance with the provisions herein, reasonable market practice, the laws and regulations required by the relevant Authorities. The Contractor must carry out strict quality controls and shall only instruct especially qualified staff for the performance of the Contract.
- 12.3. The Contractor shall liaise with ENEL and those third parties designated by ENEL and shall endeavour- as much as possible from a commercial perspective- to schedule, coordinate and perform the Contract with the aim of not delaying or prejudicing its relevant performance and termination. The Contractor shall liaise with the aforementioned third parties in the same way that the Contractor is obliged to cooperate with ENEL by virtue of the Contract.
- 12.4. The Contractor shall be liable for compliance with legal and tax obligations as well as contractual duties with its Contractors and subcontractors or sub suppliers.
- 12.5. Where the Contractor is comprised of two or more entities, each of them is jointly and severally obliged to comply with all provisions of the Contract and performance of the Contract in accordance with the applicable legislation.
- 12.6. The Contractor is obliged to avoid any situation that could give rise to conflicts of interest and therefore must take all necessary measures for their prevention and identification, and it has to immediately inform ENEL of any conduct that may give rise to a conflict of interest.
- 12.7. The Contractor is liable for immediate payment of all the costs borne by ENEL (including lawyer fees and court agent fees, provisions of funds for both, certificates, authorisations, charges, expenses, guarantees or surety insurance or legal deposits to file challenges or those that may otherwise be required or necessary in any way, etc.) by reason of its legal defence before administrative acts, out of court or pre-judicial claims and judicial claims of any sort and division addressed or addressable to ENEL, including actions brought by the Contractor's staff or its subcontractors, sub suppliers or assignees against ENEL, as well as employees, subcontractors, sub suppliers and self-employed workers from the same, third party claims or from any other that may be considered as directly or indirectly arising from the Contractor's performance of the Contract. The duty to pay representation and defence costs undertaken by the Contractor is not conditional upon ENEL's choice of professional, nor does it entail prior submission by the Contractor to the mechanisms and defence means that ENEL may consider appropriate for its own interest.
- 12.8. The Contractor undertakes to promptly notify ENEL the start of any proceedings in relation to winding up, transformation, merger, spin-off, capital increase or decrease or, any other extraordinary operations, including the sale and/or purchase of majority shareholdings and/or branches of the company, as well any significant changes to its board of directors. Without prejudice to compliance issues of Contractor's confidentiality duties, the abovementioned notification shall be carried out in a timely fashion and in any event no later than five (5) working days from the abovementioned events.
- 12.9. Where the Contractor is foreign, and before the start of the works, the Contractor must guarantee that the "key personnel" (such as the foreman, the supervisor, or the construction manager) are able to understand and communicate in Portuguese or that which is established under the Contract, both in verbal and written form.

### **13. WARRANTY PERIOD.**

- 13.1. The Contractor shall warrant:
- a) the suitability, exclusive ownership and/or legitimate availability of all materials and/or equipment and that they are all free and clear from any liens and encumbrances.
  - b) that all materials and equipment:
    - comply with the relevant legal requirements, specifications, standards as well as with the Contractual provisions.
    - are free from visible or hidden defects.
    - are fit for their intended use.
    - are of the required quality.
    - are not used.
  - c) that the works comply with all contractual requirements and are in any case fit for their intended use.
- 13.2. The Warranty shall not cover defects or errors
- a. caused by incorrect use by ENEL, except in those cases where such incorrect use results from errors or vague information provided in the manuals or instructions provided by the Contractor.
  - b. resulting from normal wear and tear, including that which results from the environment, operation, or use.

- c. Resulting from modifications to the equipment that does not comply with the Contract, or the instructions or recommendations provided by the Contractor.
- 13.3. The Warranty applies to defects in design, construction, and hidden defects, and to others specified in the Contract. Pursuant to the Warranty, the Contractor is obliged to carry out, as soon as possible and at its own expense, any repairs or replacements that may be necessary, including the removal and transport of defective parts. In particular, the Contractor undertakes to:
- a) replace, as soon as possible or in any case, as set forth in the Contract, all materials and equipment that do not comply with the provisions or requirements thereof, and all those that are inadequate or present poor quality. Such material and equipment shall remain stored in ENEL's premises until replaced, without prejudice to ENEL's right to use the materials rejected until they are recalled.
  - b) fix, repair, or replace material or equipment that has design, material, labour, manufacturing, or functioning defects.
  - c) replace all materials and equipment provided in the event of any defects in series, thereby justifying the solution adopted to prevent those defects being produced in the remaining materials or equipment that need to be supplied. A series defect is deemed to exist where the percentage of defective materials and equipment covered by the Contract exceeds the percentage established in the Contract, or if it is not specified, when the percentage exceeds 10% of the total.
  - d) return the equipment/ sites provided by ENEL in the same conditions that they were delivered.
  - e) indemnify ENEL for any third-party claims.
- 13.4. The above-mentioned obligations, and all expenses resulting for various reasons from the execution of the Warranty, shall be the sole responsibility of the Contractor, exempting ENEL from any charges or costs.
- 13.5. ENEL shall always be entitled to take decisions, which shall be duly communicated to the Contractor, regarding the correction and adjustment or repeated performance, construction, or assembly of anything found to be defective. ENEL may order, for justified reasons, adjustments, corrections, repairs or temporary replacements and all related costs shall be borne by the Contractor, pending arrival of the new parts or new construction or assembly, as required.
- 13.6. In any case, the remedies referred to in the above sub-clause shall be performed by the Contractor as soon as possible, so that ENEL is affected as little as possible and in a manner that will not cause delays in the completion of the works or determine any service interruption of any installation or, if this is not possible, by minimising the delay or the time for which installations are totally or partially unavailable.
- 13.7. If the Contractor fails to comply with the obligations referred to in this clause, ENEL shall be entitled to adopt any appropriate measure independently, or by resorting to third parties' assistance, at the Contractor's expense. The Contractor shall also be obliged to compensate ENEL for any damages or losses it has suffered, as provided for under the Contract.
- 13.8. The Warranty period is suspended on the date on which ENEL's decision is validly communicated, regardless of whether this be in accordance with section 13.5 as well as section 13.7, to the Contractor, and it shall be extended accordingly until completion of all repairs, replacements, or new assembly activities, or works that must be carried out.
- 13.9. Spare parts are also subject to the above-mentioned Warranty.
- 13.10. The Warranty Period varies depending on the works' defect, as follows:
- 13.10.1. 10 years, in case of defects related to structural building elements;
  - 13.10.2. 5 years, in case of civil works;
  - 13.10.3. 2 years, in case of defects related to equipment assigned to the work, but autonomous from it;
- 13.11. The Warranty Period begins upon signature of the Provisional Receipt Document. If the aforementioned document has not been signed, the Warranty Period will begin to run on the date that ENEL has accepted the delivery of the material. In case the referred approval has no date indication, this period will only begin to run on the date in which the communication of the conclusion of the work or contracted service has been made and the Contractor delivers to ENEL the documentation for the processing of the administrative acceptance to place the installation in service, if applicable.
- 13.12. Where the Warranty Period has lapsed and six (6) months have not passed since the start of operations of ENEL's main facility -which is destined or forms part of the subject of contract-, the Warranty Period shall be extended automatically to such six (6) months, unless the materials or equipment provided by the Contractor have suffered any repair or replacement, in such cases, they shall be warrantied for a period equal to that of the initial Warranty Period. This shall not entail further costs for ENEL.
- 13.13. Once the Warranty Period has expired and Final Acceptance has taken place, ENEL may – at its sole benefit- either directly or through third parties, freely modify or amend the materials and equipment subject of contract as well as the constructions performed or facilities installed, even where supported by licences, patents, or any other type of industrial property in favour of the Contractor, keeping confidentiality at all times.

- 13.14. . The expiration of the Warranty period or the final acceptance of the materials/works covered by the Contract, does not release the Contractor from liability for defects or for hidden defects, or from any other defect's liability pursuant to the applicable law or under the Contract.

#### 14. PENALTIES.

14.1. Without prejudice to that established in these General Conditions regarding the Contract Termination for reasons attributable to the Contractor, the Contractor's failure to meet the delivery dates and performance deadlines, both partial and final, and any other breaches expressly envisaged in the Contract or in these General Conditions shall enable ENEL to apply a penalty which shall not be of an indemnity nature in any case, hence it will not be the only remedy available to ENEL for compensating the damages caused by the Contractor's breach which generated the penalty.

14.2. Where no other penalty is provided in the Contract, the penalty for delay – such delay need not be claimed- shall be 1.5% of the Contract's total price per calendar week delay in the first four (4) weeks and 4% of the Contract's total price per calendar week delay as of the fifth week.

14.3. If ENEL is partially or fully deprived, during the Warranty Period, of the availability or use of contracted materials or equipment, or of the completed works or assembled installations due to a defect, imperfection or breakdown that has occurred to them or which has been noticed on the same and are not attributable to ENEL, or because of deficiencies in the performance or in the work carried out to remedy said defects, the Contractor shall be sanctioned with the penalty established for such purpose in the Contract and, if this has not been established, with 0.1% of the Contract's total price per calendar day of non-availability or non-use.

14.4. The sum of the penalties cannot exceed fifteen per cent (15%) of the Contract's total price including, where applicable reviews, extensions and works with a price for administration. Should that limit be exceeded, ENEL shall apply the penalty and be entitled to either terminate the Contract or continue demanding compliance by the Contractor's, in both cases, including indemnity for damages in accordance with the law applicable.

14.5. Collection the penalties shall not deprive ENEL of the power to additionally pass on to the Contractor the amount for all the damages, expenses, and extra costs which it must bear and/or pay to third parties directly as a result of the Contractor's delay or non-compliance.

14.6. Application of the penalties envisaged shall not release the Contractor from duly complying with the entire Contract. Consequently, the Contractor is obliged to remove the technical deficiencies detected, pay the relevant penalties, bear the costs to make up for the missed deadlines, and replace the materials or equipment or redo or repeat, where applicable, the works or services addressed by the Contract, at ENEL's request.

14.7. The fact that ENEL fails to apply one or more penalties in relation to any breach under a Contract does not entail a waiver by ENEL to apply any other subsequent similar penalty or penalties that could result from the same cause.

14.8. The procedure for collecting any penalties arising from the Contract shall be carried as provided in this section:

- a) ENEL shall notify the Contractor in a reasoned document of the penalty that the latter must pay, detailing the amount. The Contractor shall have no more than fifteen (15) calendar days from the date of notification to provide relevant allegations regarding its release in writing.
- b) Once the said term has expired, and should ENEL not accept the arguments of the Contractor, ENEL may opt, indistinctly and its sole discretion, between:
  - b.1.) requesting the Contractor, who undertakes to address the said request, that it deducts the amount corresponding to the penalty applied from its next invoice/s to ENEL, or
  - b.2.) issuing an invoice in the name the Contractor for the amount corresponding to the penalty applied, the Contractor expressly authorising ENEL at this time:
    - to issue and invoice in the name of the Contractor in the amount of the said penalty, according to the tax legislation in force, and
    - to monetarily compensate the amount of the penalty with the amount of the next invoice/s issued by the Contractor for the performance of the Contract.

Should the collection of the penalty by ENEL become impossible utilising the mechanisms described in subsections b.1.) y b.2.) above, ENEL reserves its right to execute, in the relevant amount, the financial guarantee that may have been lodged, or to carry out the collection by any other means contemplated in the Contract, the laws or in the present General Conditions, notwithstanding the damages in favour of ENEL that may apply.

- c) Should ENEL execute the financial guarantee, the Contractor shall be obliged to restore it in the same amount prior to the execution, according to subsection 18 of the present General Conditions. ENEL will suspend the refunding of the balance that may have resulted, where appropriate, between the total amount of the financial guarantee executed and the amount of the penalty applied, so long as the restitution has not taken place. Should the amount of the financial guarantee be insufficient to cover the amounts of the penalties, ENEL will compensate the Contractor, through the mechanism established in subsection b.2.) above, for outstanding payments to the Contractor that may be necessary to cover the total amount of the penalties, notwithstanding the restoration of the guarantee by Contractor, according to the aforementioned.



## 15. SUSPENSION, WITHDRAWAL AND TERMINATION OF THE CONTRACT.

### 15.1. Suspension.

15.1.1. If, for any reason, ENEL considers it necessary or is obliged to temporarily suspend all or part of the performance of the Contract, it shall send a written communication to the Contractor, stating the cause and providing an estimate of the duration of said suspension. The suspension shall take effect as of the date provided in the notification. The Contractor must, from that date, cease the activities and store and maintain the materials, equipment and works, without prejudice to all the obligations that result from the legislation in force and / or are established in the Contract.

15.1.2. The resumption of activities will be communicated in advance by ENEL through written notice to the Contractor and shall take place no later than the day set out therein. The remaining term for the completion of the suspended part for performance of the Contract will begin to run from that date. The Contractor shall have the right to receive payment, as provided in the Contract, for tasks already carried out. Payment of tasks that are, upon notification, in advanced stages of implementation and not provided for in the Contract, shall be negotiated between the Parties.

15.1.3. Where the suspension results from a breach or any reason attributable to the Contractor, the latter shall bear all the costs and expenses incurred by ENEL because of the suspension.

### 15.2. Withdrawal.

15.2.1. ENEL may withdraw from the Contract at any time, at no matter what stage is reached. The withdrawal shall be communicated in writing with acknowledgment of receipt and will be effective from the date ENEL communicates which activities are to be completed and which are to be stopped immediately. The activities duly carried out by the Contractor prior to the cancellation date will be paid by ENEL in accordance with the contractual prices. ENEL shall reimburse the Contractor, upon review of the related satisfactory evidence provided by the Contractor that have been interrupted and for those that have not been performed. To this end ENEL shall reimburse the lower amount between (i) the one equal to the expenses incurred by the Contractor in relation to those activities, for orders that have become irrevocable and (ii) the one equal to the real economic prejudice suffered by the Contractor.

15.2.2. The Contractor may withdraw from the performance of the Contract in accordance with the provisions of the law applicable to the Contract.

### 15.3. Termination.

15.3.1. ENEL may terminate the Contract in the cases contemplated by law and / or in all the cases provided in the Contract and/ or in the following cases, where there is a cause that impedes or significantly affects correct performance of the Contract:

- a) the death of the Contractor, in the case of a natural person, or, for both Parties, a change in their capacity that prevents, hinders, or modifies the performance of the Contract substantially.
- b) the dissolution, transformation, spin-off, merger, acquisition, share capital reduction or significant changes in the company purpose or the governing bodies of any of the Parties, in the event that said changes have a negative impact on the performance of the Contract, or in the event that said changes on the part of the Contractor contravene ENEL's ethical conduct standards.
- c) the reduction of capacity or economic / financial solvency and/or creditor risk of the Contractor, availability alienation of the assets and/or businesses of the Contractor in full or in part, as well as any suspension or threat to suspend activities, or any other type of legal difficulty, or that of any other nature affecting the normal fulfilment of the Contractor's performance of the Contract.
- d) the interruption or unjustified suspension by the Contractor of the performance of the Contract, except where this is because of force majeure or any cause attributable to ENEL that is suitably evidenced.
- e) where the total amount of the penalties eventually applied for delay during the execution of activities have reached the maximum specified in the Contract or the delay of Contractor is such to not fully satisfy the scope of contract established by ENEL.
- f) impossibility by the Contractor to obtain certificates, authorisations, licences and/or the necessary approvals in time for the correct performance of the Contract in relation to its own products or activities, or any loss thereof while the Contract is in force, except where this results from force majeure or any other cause for which ENEL is liable and is duly evidenced.
- g) impossibility by the Contractor to remedy breaches in the relevant Technical Specifications and/or in the event of repetition of errors or defects or breaches in relation to the instructions provided by ENEL.
- h) the inability to perform or the breach by the Contractor and/or its subcontractors or sub suppliers of the contract purpose or any of the requirements in accordance with the Contract and the legislation in force.
- i) failure to comply with obligations relating to intellectual property, confidentiality, and the processing of personal data, in accordance with the Contract and the legislation applicable.

- j) verification at any time, following signing of the Contract, of any omission or lack of veracity of any information or representation offered by the Contractor in relation to compliance with legal, economic, financial, technical, or contractual conditions.
- k) incorrect performance of the Contract for reasons attributable to a subcontractor or sub supplier, or to any person designated by the Contractor and/or the non-payment of compensation for damages caused to any person or asset.
- l) refusal by the Contractor to execute any activities under the Contract where there is a force majeure event or a cause attributable to ENEL that has been duly evidenced.
- m) refusal by the Contractor where there is a force majeure event or a cause attributable to ENEL that has been duly evidenced, to resume the performance of activities under the Contract that ENEL (for any reason) has ordered to suspend, when ENEL itself has indicated resumption of the same.
- n) performance by the Contractor of acts or omissions that are harmful to ENEL's image.
- o) the actions, omissions, behaviours, or situations related to the Contractor that may pose a risk to ENEL's reputation and that lead to the deterioration of the trust on the part of ENEL as regards the honesty and integrity of the Contractor, and in its reliability for the performance of activities in accordance with the provisions of this Contract.
- p) the loss of even one of the requirements established for the homologation (where required), in relation to the conclusion and performance of the Contract.
- q) where ordered by any administrative or judicial authority.
- r) any other breach by the Contractor that could considerably and adversely impede or affect the satisfactory performance of the Contract, or any other provided in the Contract as a cause of termination.

15.3.2. In the cases described above, ENEL may terminate the Contract immediately or provide the Contractor with a deadline to remedy the contractual breach by means of a written communication (which may be in electronic format, where contemplated in the Contract) addressed to the Contractor. Where the Contractor fails to remedy such breach within the deadline provided, the Contract shall be terminated automatically. In any case, ENEL may additionally claim damages for any loss or damage suffered.

15.3.3. In case of termination of the Contract for reasons attributable to the Contractor, ENEL shall have the right to acquire the materials that the Contractor has manufactured, either totally or partially, or delivered, paying the relevant prices, where provided in the Contract.

15.3.4. In the event of non-compliance by the Contractor, ENEL may -without prejudice to its right to apply penalties or to take legal action to its right to compensation for damages- carry out the following measures:

- a) to suspend pending payments to the Contractor in order to comply with those contractual obligations it may itself have with third parties resulting from non-performance of the Contract by the Contractor.
- b) enforce any economic guarantee provided by the Contractor.

## **16. FORCE MAJEURE.**

16.1. None of the Parties shall be responsible for breach of any of the contractual obligations where the performance of the said obligations is delayed or hindered by a Force Majeure event, in accordance with the concept provided by the applicable case law and doctrine.

16.2. The Contractor may not invoke the following as a Force Majeure event:

- a. Meteorological phenomena or conditions that may have been reasonably foreseeable and that have negative effects on the performance of the Contract that could have been total or partially avoided by the Contractor.
- b. Physical conditions of the place of performance of the Contract that are known and accepted by the Contractor.
- c. Delays or malfunctions that could have been foreseen, prevented or rectified beforehand when securing human or material means for the performance of the Contract.
- d. Technical, economic, or financial difficulties of the Contractor or the subcontractors or sub suppliers.
- e. Delays or contractual breaches of any subcontractor or sub suppliers of the Contractor, except where such delays or contractual breaches are a consequence of Force Majeure.
- f. Strikes or labour conflicts in relation to the Contractor or its subcontractors or sub suppliers, except where such strikes or conflicts have a national scope or affect the industry.

16.3. The Party whose performance of the Contract is affected by what it considers to be Force Majeure events will notify this in writing to the other Party as soon as possible, and always within a maximum period of five (5) calendar days from the day on which the Party would have knowledge of the aforementioned facts. In said notification it shall:

1. identify the events and the circumstances in which they occurred.
2. detail the estimated duration of the situation.
3. describe the contractual obligations affected and the measures that it will adopt to reduce, where possible, the negative effects of the facts in the performance of the Contract.
4. attach the documents that prove that the causative events should be considered as a Force Majeure event.

16.4. The other Party will respond in writing, either accepting the cause or not in a reasoned manner, within a maximum period of ten (10) calendar days after receiving the aforementioned notification. The absence of a response from the notified Party within the referred deadline shall be understood as acceptance of the cause invoked.

16.5. In the event of Force Majeure, performance of the affected tasks will be suspended during the duration of said event, and no indemnity between the Parties or increase to the Contract price may be claimed by any of the Parties as a result thereof. Contractual obligations not affected by a Force Majeure event must continue to be performed according to the terms and contractual provisions in force before the occurrence of such event.

16.6. Following the termination of the Force Majeure event, the Parties shall agree upon, either the appropriate extension of the contractual terms, or the appropriate measures required to recover, either totally or partially, the time lost, with the aim of maintaining, where possible, the established deadlines. The Parties will adopt all reasonable measures at their disposal so that the performance of all the obligations under the Contract affected by Force Majeure may be resumed as best as possible and with the least delay, following termination of the said event.

16.7. Should the performance of the Contract be substantially affected by a Force Majeure event and suspended for longer than one hundred and eighty (180) calendar days, or where performance of the same is unfeasible, any of the Parties may apply for early termination of the Contract without indemnity consequences arising between the Parties.

## **17. LEGAL-LABOUR OBLIGATIONS.**

### **17.1. General issues.**

17.1.1. The Contractor undertakes to correctly comply with all labour, legal or conventional regulations, and occupational health and safety regulations which are applicable, pursuant to the Contract and the applicable legislation. It is considered essential that this obligation be observed by the Contractor for the purposes of the Contract, therefore any non-observance shall constitute just cause for termination of the Contract at the request of ENEL, without prejudice to any applicable damages in favour of ENEL.

17.1.2. As ENEL may be legally liable, either directly, jointly, and severally or secondarily, for certain breaches of the legislation on the part of the Contractor or any Subcontractors:

- 1) ENEL shall verify and check on the part of the Contractor and Subcontractors that its legal obligations in this area are complied with.
- 2) The Contractor undertakes to provide ENEL, in the way and with the frequency determined by ENEL, with any supporting information and documentation that affirm the fulfilment of its legal obligations.

17.1.3. The aforementioned information and documentation shall be provided in the way and via the physical or electronic means determined at all times by ENEL, and priority shall be given to them being provided electronically. ENEL shall endeavour to make the most effective means possible available to the Contractor so that the aforementioned may comply with these obligations, either through internal or external systems and resources. ENEL reserves the right to entrust third parties with the verification and authorisation of observance of the documentary obligations regarding legal-labour matters and occupational risk prevention, as well as complementary obligations on the part of the Contractor. The Contractor shall be informed of all of the aforementioned appropriately and in detail; and, where changes are made, long enough in advance so that it may comply with the relevant obligations.

17.1.4. Failure of the Contractor to provide the documentation when determined by ENEL may, at the discretion of ENEL, prevent all or part of the Contract from being performed, both in the facilities of ENEL and in those of its clients. In this case, ENEL may terminate the Contract and/or request that the Contractor remedy any damages caused.

17.1.5. ENEL reserves the right to perform, with internal or external means, audits to check compliance on the part of the Contractor or Subcontractor with labour and occupational health and safety obligations, for which ENEL may be liable directly, jointly, and severally or secondarily, in the case of breach. These audits may be carried out in both the facilities of ENEL and in those of the Contractor itself or Subcontractor if applicable, and the Contractor or Subcontractor shall be made aware of their performance at least seventy-two (72) hours in advance. ENEL may also carry out *in situ* inspections, in the site where the contracted activities are executed, in order to examine the fulfilment on the part of the Contractor or Subcontractor of its obligations regarding occupational health and safety, as well as all measures and preventions established in the actions for cooperation of business activities. These inspections may be performed by ENEL, with internal or external means, at any time, with no requirements other than the aforementioned being made aware to the site or service manager of the Contractor or Subcontractor at the same time. The Contractor undertakes to cooperate proactively and diligently, and to facilitate any activities that must be carried out by the persons designated by ENEL, as well to make any necessary information and documentation available to the aforementioned in order to affirm the points which are checked and audited.

17.1.6. The Contractor is liable for, and guarantees the authenticity of the documentation, and the truthfulness and accuracy of the information required, regarding that which is provided initially, or regularly, as well as any which may be required throughout the audits. Breach of this obligation on the part of the Contractor shall authorise ENEL to terminate the Contract and/or claim relevant damages from the Contractor

## 17.2. Incompatibilities.

17.2.1. The Contractor undertakes, except where there is previous and express authorisation by ENEL -for the purpose of Contract performance - to refrain from hiring the services of employed people or those that have left their employment in ENEL group companies because of retirement, early retirement, or any equivalent mechanism, either directly or through any entity that it may maintain a labour, commercial or ownership relationship, or through third parties.

17.2.2. In addition, no person that is employed, retired or whose employment contract has terminated or become suspended through early retirement or equivalent in relation to ENEL, may hold a position as director or majority shareholder of the Contractor unless expressly authorised by ENEL.

17.2.3. Breach of any of the aforementioned duties shall constitute a reasonable ground for ENEL to terminate the Contract and claim relevant damages from the Contractor.

## 17.3. Occupational health and safety.

### 17.3.1. Observance of the regulations.

The Contractor shall observe the regulations on occupational risk prevention and any other current legal or conventional regulations which include provisions related to the adoption of preventive measures in the work environment or which are capable of producing these measures in said environment.

### 17.3.2. Organisation of work.

The Contractor is responsible for the organisation of work as well the health and safety of its workers, in accordance with the work or service contracted to be carried out, as well as in any cases in which it must purchase materials and/or work equipment. The Contractor shall designate a manager from its organisation, of proven competence, in order to manage, supervise and coordinate with managers of other Contractors and subcontractors or sub suppliers of ENEL, where appropriate, and in any case with ENEL personnel who are responsible for work organisation and prevention matters.

### 17.3.3. Preventive organisation.

The form of preventive organisation shall be established by the Contractor, including Prevention Services, preventive resources, and health care pursuant to the legal provisions and the Technical Specifications, the coordination of activities is agreed upon or prudence is advised according to the risks derived from the work, in order to avoid occupational losses.

### 17.3.4. Contractor's Personnel.

The Contractor guarantees the security and protection of the workers at its service in all aspects related to the work. To this end and within the framework of its exclusive liability, the Contractor must adopt the necessary measures as regards risk assessment, preventive planning, training and information on risks, action in the case of emergency or regarding serious and imminent risk and monitoring the health of the personnel at its service, in addition to any other measures necessary.

### 17.3.5. Coordination of activities.

17.3.5.1. If the Contract were to entail work being carried out in buildings pertaining to ENEL or its clients, the Contractor shall draft a Prevention Plan for the aforementioned work. This Prevention Plan shall include general and specific risks, risk assessment, protective measures, both collective and individual, preventive planning for the work to be carried out and work procedures.

17.3.5.2. When several Contractors come together to execute these activities, each one of them shall cooperate in applying regulations on Occupational Risk Prevention, all assuming their obligations and being held liable for any breaches.

17.3.5.3. ENEL shall establish the means and measures regarding coordination of business activities that it deems advisable in order for the Contractor to receive the relevant information and instructions in relation to the existing risks and to the relevant protective and preventive measures, in addition to emergency measures to be implemented, in order to pass the aforementioned on to its respective workers.

17.3.5.4. Furthermore, the Contractor shall inform ENEL of any risks resulting from the activity to be carried out, which may affect internal or external workers, or third parties, as well as the protective measures to be taken.

17.3.5.5. Where the work contracted is carried out in buildings pertaining to ENEL's client, the Contractor shall provide ENEL with documentary evidence acknowledging that it fulfils any obligations stipulated in the legislation in force as regards the coordination of business activities with the client of ENEL. This requirement shall not be applicable in the event that the Contractor's work is carried out in ENEL's Client's private home, without prejudice to the fulfilment of the labour and occupational risk prevention regulations in relation to the workers of the Contractor who will execute this work.

### 17.3.6. Particularly dangerous activities.

17.3.6.1. In the event that the work contracted by ENEL to the Contractor were to entail the performance of particularly dangerous activities, and the workers were exposed to any of the risks defined in the applicable Law, ENEL may

ask the Contractor for any information on monitoring of the health of its workers which may be enforced by law, in order to ensure that the legislation regarding occupation risk prevention is observed.

17.3.6.2. Likewise, the Contractor undertakes to have the necessary preventive resources in order to monitor fulfilment of the preventive activities.

17.3.7. Communication of incidents and risks.

17.3.7.1. Whenever an incident occurs in the execution of its activities, even when there are no victims, the Contractor is under an inescapable obligation to immediately report this to the party responsible for the Contract at ENEL, completing any accident declaration forms received from ENEL, or otherwise received internally. Furthermore, the Contractor shall proceed to carry out an additional investigation, and it shall submit the relevant report to ENEL within no more than seventy-two (72) hours, which shall include the original causes of the accident and the preventive measures taken.

17.3.7.2. Whenever ENEL holds an inquiry to investigate the causes of an incident, the Contractor shall undertake to cooperate as much as possible, and quickly and diligently provide any information and paperwork for which it is requested.

17.3.7.3. Any observation related to occupational risk prevention made by the ENEL manager on site or in the facilities must be immediately dealt with by the personnel whom it concerns, and where this observation is brought about by the breach of regulations or provisions which have already provided, it may give rise to the enforcement of a sanction on Contractor, which must be proportional to the seriousness of the offence committed. All of the aforementioned is without prejudice to any actions that the Contractor, in exercising its disciplinary authority, may take in relation to its own workers, and any sanctions or responsibilities that may herein be imposed by the Government or by the Courts in accordance with the legislation in force.

17.3.7.4. In view of continuous improvement of the work and occupational health and safety conditions, the Contractor must have a suggestion process in place which allows its workers to file suggestions. The Contractor must send a copy of these suggestions to the party responsible for the Contract at ENEL. The Contractor shall decide on the actions to be taken as a result of this information, which shall also be subject to assessment and, where appropriate, approval in the actions for cooperation of activities as regards occupational risk prevention.

17.3.8. Training.

The Contractor guarantees and, where appropriate, shall prove the existence of appropriate theoretical and practical training on the risks inherent in the activity to be executed, as well as the training of its personnel on occupational risk prevention and first aid, reporting any actions carried out in this respect to the party responsible for the Contract at ENEL.

**17.4. Information and documentation that must be provided to ENEL by the Contractor.**

17.4.1. ENEL shall ask the Contractor for any information and documentation that it deems necessary in order to check that the Contractor correctly fulfils any legal obligations that may result in a liability for ENEL. The list of documents that shall be requested by ENEL in general terms detailed below is not exhaustive and may be changed by ENEL in the event that amendments are made to legislation or to ENEL policies in this regard, and the only requirement being that the aforementioned must be communicated to the Contractor one (1) month prior to it taking effect.

17.4.2. ENEL, bearing in mind the type of activity or risk associated with the work or service subject to the Contract, may agree that the documentation to be provided by the Contractor does not have to include everything detailed in this section or that it can be focused on specific aspects.

17.4.3. On the contrary, in certain cases in which the type of service rendered by the Contractor may be considered more dangerous or when there is specific legislation in place, ENEL may ask the Contractor to provide documentation in addition to that included in the subsections below.

17.4.4. Where the Contractor has recently provided certain documentation or information in any other tender or for another current contract entered into with ENEL, it shall not be necessary for the Contractor to provide this again, although the aforementioned must indicate the reference of the tender or Contract for which it has previously given this documentation or information.

17.4.5. Breach by the Contractor of the obligations to submit the documentation provided in this section 17 in the way and within the period stipulated shall constitute just cause for termination of the Contract at the request of ENEL, without prejudice to any applicable damages in favour of ENEL.

17.4.6. In general terms, and self-employed workers in charge of other workers.

A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR ALONG WITH THE PROPOSALS:

1. Negative debt certificate, issued by Social Security, for a minimum period equivalent to the Contract Duration.
2. Mandatory insurance determined by law, according to the activity carried out by the worker, and third-party liability, with the cover established by ENEL, and receipt affirming that the relevant premium has been paid.
3. Supporting certificate from the Portuguese Tax Agency affirming that the Contractor is up to date with the payment of taxes (article 177º - A of the Tax Procedure and Process Code).

4. Copy of the NIPC (Tax Identification Number of Legal Persons)/commercial registration certificate and deed of constitution, in the case of a legal person, or of the NIF (Tax identification Number of natural persons, in the case of a natural person).
5. Documentation that proves the ownership of industrial or intellectual property rights, where applicable.
6. Power of attorney, not revoked, in favor of the person or persons who will sign in the name or on behalf of the Contractor. A copy of the Power of Attorney will remain the possession of ENEL.
7. Appointment of the Contractor's interlocutor with ENEL.

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE THE START OF THE PERFORMANCE OF THE CONTRACT:

1. List of the workers assigned to perform the Contract, indicating the following for each one of the aforementioned: full name, Tax Identification Number (NIF), Social Security number, work site/workplace in which services will be rendered, professional status or job position, where appropriate, whether the worker will be subject to particularly dangerous risks. This document shall be updated each time new workers assigned to perform the Contract start or existing ones leave.
2. Authorisation from the Contractor for ENEL to check, before the Social Security, the registration in Social Security of each one of the workers employed by the Contractor to carry out the works or services related to the appropriate activity of ENEL or who continuously render services in the facilities of ENEL for a period which is at least equivalent to that of the Duration of the Contract.

The aforementioned documents shall be updated each time new workers assigned to perform the Contract start or existing ones leave.

No worker may access or stay in the facilities of ENEL unless he/she is registered in the Social Security, and the Contractor is liable for any damages that may be suffered by ENEL as a result of the breach of this obligation on the part of the Contractor.

3. Evidence that information on SHH (Safety, Hygiene and Health) services has been provided to workers and to the Authority for Working Conditions (ACT), in accordance with the terms defined in the Labour Code (Código do Trabalho).
4. Appointment of the worker chosen as responsible for the Contractor's SHH.
5. Register of Labor and Social Security inspections.
6. Specific Prevention Plan for the work or service rendered which includes, at least: general and specific risks, assessment of occupational risks, collective and individual protective measures, preventive planning for the work to be carried out, work procedures and designation of the prevention manager of the Contractor. This document shall also include, where appropriate, the designation of: preventive resource(s), authorised/qualified worker(s), scaffolding supervisor, mechanical load handling operation coordinator, load handling operation manager, and lifeline supervisor. Furthermore, it shall include authorisation for the use of work equipment (machinery and equipment) and any other designations which must be made by the Contractor in accordance with legal requirements or as a result of these having been defined in the specific terms and conditions of the Contract.

Under no circumstances may the performance of the Contract begin until the actions for cooperation of business activities (article 16 ° of the Legal Framework for the Promotion of Safety and Health at Work /*Regime Jurídico da Promoção da Segurança e Saúde no Trabalho*) has taken place between ENEL and the Contractor, and the minutes of the aforementioned actions have been signed by the representatives of both companies

7. Statement of compliance of the Contractor in which it represents and guarantees that:
  - It has and is in the possession of a valid statement of fitness for the specific work to be carried out for all workers appointed to perform the Contract.
  - It has and is in the possession of acknowledgement of receipt for all workers appointed to perform the Contract with regard to having received information on the occupational risks of the ENEL facilities in which the aforementioned will carry out their activity, as well as the risks and preventive measure inherent in their job position.
  - All workers appointed to perform the Contract have the specific theoretical and practical training for the job position that they will hold and that they are in the possession of individual supporting certificates, with the validity determined by legislation for each case, which must be updated at least every three (3) years.
  - It has and is in the possession of an acknowledgement of receipt for all workers assigned to perform the Contract affirming that they have received the appropriate Personal Protective Equipment (PPE) in accordance with the provisions of the specific Prevention Plan.
  - All workers assigned to perform the Contract have received the required training on occupational risk prevention pursuant to the provisions of article 20 ° of the Legal Framework for the Promotion of Safety and Health at Work and that these workers are in the possession of the individual supporting certificates.

- The work equipment and collective protective equipment which will be used in the performance of the Contract meet the minimum provisions for health and safety to be used in accordance with Decree-Law number 50/2005, of 25 February [*Decreto-Lei n.º 50/2005, de 25 de Fevereiro*] or the aforementioned have the appropriate EC declaration of conformity.

The Contractor is under the obligation to have the supporting documentation for all points stipulated in the Statement of compliance duly archived, which may be examined and checked by ENEL at any time. Furthermore, when required to do so, the Contractor must make the aforementioned documentation available to ENEL within no more than forty-eight (48) hours.

C. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:

1. Statement of compliance, every three months, confirming that it is up to date with its duty to pay all workers assigned to perform the Contract. The Contractor guarantees that it will fulfil this obligation, and it will also have the supporting documentation, which may be examined and checked by ENEL at any time. Furthermore, when required to do so, the Contractor must make the aforementioned documentation available to ENEL within no more than forty-eight (48) hours.
2. Every three months, Social Security contribution form, settlement of contributions for all workers assigned to perform the Contract, in addition to a receipt of having paid this.
3. Every three months, supporting Certificate from the Portuguese Tax Agency affirming that the Contractor is up to date with the payment of taxes (article 177º - A of the Tax Procedure and Process Code).
4. According to the frequency of the payment obligation for the premium, receipt affirming that it is up to date with the payment of third-party liability insurance.

17.4.7. Self-employed workers who are not in charge of other workers.

A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE THE CONTRACT IS SIGNED:

1. Supporting document affirming that it has paid the fee of the Social Security System in accordance with the Self employed Workers Framework [*Regime dos Trabalhadores Independentes*] corresponding to the month immediately prior to submitting its offer, proof of presentation of the Quarterly Declaration of the amounts corresponding to the activity carried out and proof of submission of the Annual Declaration of Activity (Declaração Anual de Atividade, Annex SS of the IRS Model 3), if applicable.. Alternatively, where appropriate, supporting document affirming registration in the Self-employed Workers Framework in the month it submits its offer.
2. Mandatory insurance determined by law according with the activity carried out by the worker, and third-party liability, with the cover established by ENEL and receipt affirming that the relevant premium has been paid.

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:

1. According to the frequency of the payment obligation for the premium, receipt affirming that it is up to date with the payment of previously mentioned insurance.

17.4.8. Foreign workers.

In the event that all workers assigned to perform the Contract are foreign:

A. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE THE CONTRACT IS SIGNED:

1. Third-party liability and loss insurance with the cover established by ENEL and receipt acknowledging that the relevant premium has been paid.
2. Appointment of the Contractor's interlocutor with ENEL.

B. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR BEFORE THE START OF THE CONTRACT PERFORMANCE:

1. As regards workers who carry out their activity at Contractors located in the European Union, the European Economic Area or in Switzerland:
  - a. Supporting document affirming registration in the Social Security system of the country of origin and payment of contributions, form A1, or any form that replaces it.
  - b. European Health Insurance Card or equivalent, in accordance with the legislation of the country of origin.
2. As regards workers who carry out their activity at Contractors located in countries outside the European Union, the European Economic Area or Switzerland:
  - a. Certificate of residence and work permit for non-EU nationals.
  - b. Health care document for foreign relocated workers, in the event of an accident or illness (medical insurance or similar).

3. Likewise, the Contractor shall submit, with the appropriate scope and content, the following documents:
- a. Nominal list of the workers appointed to perform the Contract, indicating the following for each one of the aforementioned: full name, Tax Identification Number (NIF), Social Security number of the country of origin or equivalent, work site/workplace in which services will be provided, professional status or job position, where appropriate, whether the worker will be subject to particularly dangerous risks. This document shall be updated each time new workers assigned to perform the Contract start or existing ones leave.
  - b. Specific Prevention Plan for the work or service rendered which includes, at least: general and specific risks, assessment of occupational risks, collective and individual protective measures, preventive planning for the work to be carried out, work procedures and appointment of the prevention manager of the Contractor. This document shall also include, where appropriate, the designation of: preventive resource(s), authorised/qualified worker(s), scaffolding supervisor, mechanical load handling operation coordinator, load handling operation manager, and lifeline supervisor. Furthermore, it shall include authorisation for the use of work equipment (machinery and equipment) and any other designations which must be made by the Contractor in accordance with legal requirements or as a result of these having been defined in the specific terms and conditions of the Contract.

Under no circumstances may the performance of the Contract begin until the actions for cooperation of business activities (article 16 ° of the Legal Framework for the Promotion of Safety and Health at Work) has taken place between ENEL and the Contractor, and the minutes of the aforementioned meeting have been signed by the representatives of both companies.

4. Statement of compliance of the Contractor in which it represents and guarantees that:
- It has and is in the possession of a valid statement of fitness for the specific work to be carried out for all workers appointed to perform the Contract.
  - It has and is in the possession of an acknowledgement of receipt for all workers appointed to perform the Contract with regard to having received information on the occupational risks of the ENEL facilities in which the aforementioned will carry out their activity, as well as the risks and preventive measure inherent in their job position.
  - All workers assigned to perform the Contract have the specific theoretical and practical training for the job position that they will hold and that they are in the possession of individual supporting certificates, with the validity determined by legislation for each case, which must be updated at least every three (3) years.
  - It has and is in the possession of an acknowledgement of receipt for all workers assigned to perform the Contract affirming that they have received the appropriate Personal Protective Equipment (PPE) in accordance with the provisions of the specific Prevention Plan.
  - All workers assigned to perform the Contract have received the required training on occupational risk prevention pursuant to the provisions of article 20 ° of the Legal Framework for the Promotion of Safety and Health at Work and that the aforementioned are in the possession of the individual supporting certificates.
  - The work equipment and collective protective equipment which will be used in the performance of the Contract meet the minimum provisions for health and safety to be used in accordance with Decree Law 50/2005 of 25 February or the aforementioned have the appropriate EC declaration of conformity.

The Contractor is under an obligation to have duly filed the supporting documentation for all points stipulated in the Statement of compliance, which may be examined and checked by ENEL at any time. Furthermore, when required to do so, the Contractor must make the aforementioned documentation available to ENEL within no more than forty-eight (48) hours.

C. DOCUMENTATION THAT MUST BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT:

1. Every three months, Statement of Compliance affirming that it is up to date with its duty to pay all workers appointed to perform the Contract. The Contractor guarantees that it will fulfil this obligation, and it will also have the supporting documentation, which may be examined and checked by ENEL at any time. Furthermore, when required to do so, the Contractor must make the aforementioned documentation available to ENEL within no more than forty-eight (48) hours.
2. According to the frequency of the payment obligation for the premium, receipt acknowledging that it is up to date with the payment of third-party liability insurance.

In the event that the Contractor assigns both national and foreign workers to perform the Contract, the Contractor must provide all the documentation detailed in subsection 17.4.6., although, in relation to foreign workers, the provisions of previous subsection 17.4.8 shall be applicable.

17.4.9. Construction works.

Construction work is understood as any public or private work in which construction work or civil engineering is carried out, and a non-exhaustive list of this appears in article 2° number 2 of the Decree-Law number 273/2003, of 29 of October, establishing the conditions for health and safety in temporary or mobile shipyards [Decreto-Lei n. ° 273/2003, de 29 de Outubro, que estabelece as



*condições de segurança e de saúde no trabalho em estaleiros temporários ou móveis*]. In cases of construction work Contracts, before the start of activity, the Contractor shall provide the following documentation in addition to that which is required pursuant to this section (17.4):

- A. CONSTRUCTION WORKS IN WHICH ENEL TAKES ON THE FIGURE OF DEVELOPER:
1. License or title of registry of Subcontractors, where part of the work is subcontracted.
  2. Contractor's Certificate, issued by the Institute of Public Markets, Real Estate and Construction (Instituto dos Mercados Públicos do Imobiliário e da Construção).
  3. Supporting document for the approval of the Specific Prevention Plan on the part of the Site Health and Safety Coordinator or Site Management, in cases of unplanned construction works; and of the Occupational Health and Safety Plan for planned construction works.
  4. Supporting document for adherence to the Specific Prevention Plan on the part of subcontractors, where part of the work subject to the Contract is subcontracted by the Contractor.
- B. CONSTRUCTION WORKS IN WHICH ENEL TAKES ON THE FIGURE OF CONTRACTOR:
1. Appointment of the Site Manager.
  2. License or title of registry of Subcontractors.
  3. Contractor's Certificate, issued by the Institute of Public Markets, Real Estate and Construction.
  4. Supporting document for adherence to the Specific Prevention Plan on the part of subcontractors, where part of the work subject to the Contract is subcontracted by the Contractor.

#### **17.5. Supplementary information and documentation that the Contractor must provide ENEL with.**

17.5.1. ENEL needs to have at its disposal certain specific data regarding the activity of the Contractor and the circumstances of its performance, in some cases for merely statistical and information purposes only, to attend to requests of information resulting, in some cases, from its participation in certain Sustainability and Corporate Responsibility indexes and rankings; and in other cases, derived from legal requirements that concern ENEL as a principal employer before the Administration or the legal representatives of ENEL's workers. Including but not limited to:

- i. number of hours of work conducted by the employees of the Contractor and by those of its subcontractors regarding the Contracts (totals, per Contract, per work centre and per employee).
- ii. number of employees of the Contractor and its subcontractors classified by gender (men/women) that perform their activity in the Contracts.
- iii. type of contract subscribed by the employees with the Contractor and with its subcontractor (for an indefinite term/temporary; full time/part time; when appropriate, if self-employed).
- iv. days worked by the Contractor's personnel and its subcontractors (estimation of the equivalent to full time days worked-FTE-) involved in Contracts that include: 1) works activities; 2) exploitation; and 3) maintenance in their purpose.

17.5.2. The Contractor has the obligation to provide, in a diligent and truthful manner, the information required to these effects in the form and with the regularity that ENEL determines. ENEL, on its end, undertakes to only request from the Contractor the information that may be necessary to the effects described in the first paragraph of this subsection as well as to request the same in a format and by the least burdensome means possible for the Contractor.

17.5.3. Additionally, after the execution of the Contract and before the commencement of its performance, ENEL may request the Contractor to provide a Statement of Compliance where it represents and guarantees that all the workers ascribed to the performance of the Contract have received training in environmental matters, have been informed of the environmental requirements applicable at ENEL, and have undertaken its environmental policy; and that the documentation in proof thereof lies in its possession.

17.5.4. The Contractor is obliged to keep due record, in a personal file for each of its employees, of the documentation in support of all the representations made in the Statement of Compliance, which may be subject to verification and confirmation by ENEL at any time. Likewise, should the Contractor be required to do so, it must make the said documentation available to ENEL in a maximum of forty-eight (48) hours.

#### **17.6. Subcontracting events**

##### 17.6.1. Authorisation to Subcontract.

Prior express authorisation in writing from ENEL is an essential requirement for the Contractor to subcontract the performance of the Contract. Without this authorisation the subcontractor shall not be able to begin its activity in any case.

##### 17.6.2. Information and documentation on labour law and health and safety to be provided in the event of subcontracting.

17.6.2.1. In the context of subcontracting, it is mandatory, for each of the different events, (salaried worker, self-employed and intra community or extra community worker), that the subcontractor provides the Contractor with

identical information and documentation, with the same scope, term, and content as in the event of the Contractor providing information to ENEL, regulated in this present section 17. The Contractor is responsible for delivering the information and documentation regarding the subcontractors to ENEL.

17.6.2.2. Should the subject of Contract not be legally deemed as ENEL's "own activity", the Contractor may substitute the required provision of information and documentation expected from the subcontractor, with a Statement of Compliance. ENEL shall define what it considers "own activity" for each case.

17.6.2.3. The Contractor is obliged to keep due record of the documentation in support of all the representations made in the Statement of Compliance, which may be subject to verification and confirmation by ENEL at any time. Likewise, should the Contractor be required to do so, it must make the said documentation available to ENEL in a maximum of forty-eight (48) hours.

### 17.7. Special events.

In the event that, a professional activity is carried by the workers of the Contractors and subcontractors or sub suppliers at facilities or properties owned by ENEL or its clients, even outside of works contracts or services contracts, and the said workers interact from time to time with managers or employees of ENEL and the workers of the Contractors and subcontractors, or sub suppliers are exposed to occupational risks inherent to the facilities owned by ENEL or its clients, the following measures shall be adopted:

- 1) For Contracts that strictly involve supply, meaning those of mere delivery of goods or materials by the Contractor or subcontractors or sub suppliers to ENEL: ENEL will inform whoever carries out the delivery, of the risks existing in the zone of delivery and the existing emergency measures.
- 2) For Contracts involving maintenance, inspection and repair of machinery, tools, work equipment or facilities owned by ENEL or where ENEL holds rights of usage, performed by the Contractor or the subcontractors: ENEL will inform, prior to the commencement of the works, of the occupational risks resulting from the activity in the work zone, of the prevention measures established and of the emergency measures.
- 3) Delivery or supply of goods or materials in ENEL's facilities (not resulting from a contract or provision of services arranged by ENEL) carried out by the employees of a third person or a third company that requires the use of mechanical means for the installation, assembly, or handling: ENEL will inform, prior to the commencement of the works, of the occupational risks resulting from the activity in the work zone, of the prevention measures established and of the emergency measures. Additionally, ENEL and the responsible party for the Contractor will perform a corporate activity cooperation action that will be duly documented, in which the Contractor shall be asked to provide information regarding the risks that its activity may generate, and the relevant company activity coordination measures shall be adopted in order to avoid occupational risks.
- 4) Contracts for the collection or removal of machinery, scrap metal or any other goods, materials, products, or waste carried out in the facilities of ENEL by third companies that are buyers as a result of its sale by ENEL.

For all the special events regulated in this section, the Contractor and its employees will consider the existence of the risks and measures informed by ENEL, they will adopt the suitable prevention measures and will comply with the indications and instructions given by ENEL regarding prevention matters.

### 17.8. Temporary Work Agencies.

When the contracting of the works is done through Temporary Work Agencies (TWA), the relationship with the TWA must be formalised in writing using the official form called "staffing services contract".

#### A DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR:

It shall provide, together with the documentation referred to in 17.4.6., the following documentation listed below:

1. Certificate issued by the public labour service (Serviço Público de Emprego), confirming the administrative authorisation granted to the TWA to make workers hired by the TWA available to ENEL temporarily.
2. Certificate issued by the public labour service, confirming the financial guarantee required by the Decree-Law 260/2009, from 25 of September, in its updated version, for the TWA [*Decreto-Lei n.º 260/2009, de 25 de Setembro*].
3. Temporary Work Agency license.
4. Proof of security deposit, as provided for by the applicable Law.
5. Proof of regularized status regarding its obligations to the Portuguese Tax Authority and Social Security.

### 17.9. Specific provisions regarding safety and occupational health matters for materials and equipment.

#### 17.9.1. Safety Requirements.

1. The Contractor is obliged to comply with article 13<sup>o</sup> of the Legal Framework for the Promotion of Safety and Health at Work [*Regime Jurídico da Promoção da Segurança e Saúde no Trabalho*] regarding Safety requirements for machinery, equipment, products, and goods that it supplies to ENEL.

2. The Contractor will ensure that the machinery, equipment, and work goods supplied to ENEL, shall not represent a source of danger for the worker, when they are installed and used in the conditions, form and for the purposes recommended.
3. The Contractor will provide ENEL with information that indicates the appropriate use by the workers, the additional preventive measures that must be taken and the occupational risks that exist regarding the materials and equipment supplied, both for its regular use and in case of inappropriate handling or use.

#### 17.9.2. Acquisition of Machinery.

1. In the event of acquisition of machinery, the Contractor will ensure ENEL the fulfilment of the requirements that may affect it, found in Directive 2006/42/CE on the approximation of the laws of the Member States relating to machinery.
2. The Instructions for the operation of machinery or equipment that the Contractor provides ENEL with must contain all the specifications that the Decree-Law number 103/2008 dated June 24<sup>th</sup>, [*Decreto-Lei n.º 103/2008, de 24 de Junho*], establishes as necessary and, in particular, the instructions to conduct the said activities with an admissible level of risk: the placing into service, use, maintenance, installation, assembly, disassembly, adjustment, servicing (preservation and reparation), training instructions and equipment usage contraindications.

#### 17.9.3. Acquisition of products and chemical substances.

1. The Contractor is obliged to provide ENEL with duly packaged and labelled chemical products and substances, so that its preservation and handling is safe, and the content is clearly identified as well as the health and safety risks that storage or use may entail. Products and substances must enclose the corresponding safety tab, prepared in accordance with the legislation in force and including the uses that ENEL anticipates for the said products and substances.
2. When the Contractor provides ENEL with chemical products that may present, depending on the characteristics of their composition and usage, risks for the workers, and in any case if the said products are legally classified as toxic, harmful, flammable, explosive, corrosive, carcinogenic, radioactive, etc., the Contractor shall inform ENEL of the risks that its use and application entails, as well as the preventive measures for its elimination or control.
3. Should these materials be considered dangerous by the legislation in force, the Contractor shall notify ENEL who its Safety Manager is in order to coordinate all the activities aimed to protect the health and safety of people.
4. The Contractor is obliged to inform ENEL, should it acquire material containing metallic dust, organic dust, asbestos, silica, or other substances that may originate especially hazardous risks to the workers or the facilities.
5. The Contractor guarantees the fulfilment of Decree-Law number 102 - A/2020 dated December 9<sup>th</sup>, in its updated version, for the protection of workers against risks related to the exposure to biologic agents at work [*Decreto-Lei n.º 102 - A/2020, de 09 de Dezembro, na sua redação atual*], to ENEL, when it provides formulas or substances that may entail the referred risks.
6. The Contractor guarantees the fulfilment of Decree-Law number 301/2000 dated November 18<sup>th</sup> for the protection of the workers against the risks related to the exposure to carcinogenic agents at work [*Decreto-Lei n.º 301/2000, de 18 de Novembro, que regula a proteção dos trabalhadores contra os riscos ligados à exposição a agentes cancerígenos ou mutagénicos durante o trabalho*], to ENEL, should it provide ENEL with substances or formulas that are classified as cancerous agents or should it have to apply to ENEL the processes detailed in said Decree-Law, due to the acquisition of materials and/or equipment to be conducted.

#### 17.9.4. Acquisition of facility permits, devices and instruments.

17.9.4.1. Where the Contractor supplies ENEL with facilities, devices, and instruments, it guarantees that they comply with the industrial Occupational Risk Prevention legislation, and it shall inform ENEL of the risks that its use and application entails as well as of the preventive measures for its elimination and control.

17.9.4.2. Should the Contractor acquire Personal (and collective) Protection Equipment (PPE's) the Contractor guarantees ENEL its effectiveness, so long as they are installed and used in the conditions and form prescribed therein. The Contractor shall inform ENEL of the type of risks to which they are aimed, the level of protection designated, the correct form of usage and maintenance and, in general, of all the specific obligations in the Decree-Law number 348/93, dated October 1<sup>st</sup>, in its updated version, on base line dispositions on safety and security regarding the use of personal protection equipment by the workers [*Decreto-Lei n.º 348/93, de 01 de Outubro, sobre as prescrições mínimas de segurança e de saúde para a utilização pelos trabalhadores de equipamento de proteção individual no trabalho*].

#### 17.9.5. Other specific provisions

17.9.5.1. ENEL may require from the Contractor, depending on the characteristics of the subject of the Contract, the organisation, and preventive initiatives (Plans, Norms, Safety Protocols, etc.) and the coordination measures that may be legally enforceable and, where appropriate, any others that are deemed appropriate to guarantee safety in all phases of the delivery of materials and equipment. As a result thereof, ENEL may require the Contractor to comply with other specific dispositions for the Prevention of Occupational Risks that supplement or optimise the previous requirements.

#### 17.9.5.2. Transportation of hazardous goods.

Should the Contractor, in the performance of his Contract, have to transport materials that are defined as hazardous by the legislation in force, it shall notify ENEL who its Safety Manager is, in order to coordinate the activities aimed at protecting the safety and health of people.

17.9.5.3. Repairs of equipment property of ENEL.

The Contractor undertakes to conduct the reparation of equipment in compliance with the safety requirements appearing in the guides for reparations and maintenance of the equipment that will be provided by ENEL.

**18. ECONOMIC GUARANTEE.**

18.1.1. Where required by ENEL and prior to payment of the first invoice by the latter, the Contractor shall be required to constitute an economic guarantee available to ENEL by means of issuance of an abstract guarantee payable on first demand (in accordance with the template provided in Annex I), subject to Portuguese law and enforceable in Portugal, granted by a Portuguese bank or Portuguese branch of the entity where foreign (in both cases with recognised solvency), in the amount determined by ENEL at any time. Within the text of the Guarantee, the Bank must expressly waive benefits of order, excussion and division. The Guarantee shall constitute the economic guarantee of the Contract in order to satisfy the following duties among others:

- Fulfilment of all Contractor's duties resulting from the Contract, including penalties and indemnity that may be applicable, and reimbursements or refunds of any sort that may be legally or contractually due to ENEL by the Contractor.
- Penalties, sanctions or monetary items of any kind for which ENEL would need to pay following administrative, arbitral or court proceedings by reason of the acts or omissions by the Contractor or its subcontractors or sub suppliers including but not limited to, the total amount of any joint and several or subsidiary legal liability that may be imposed on ENEL for breach by the Contractor in relation to salary, Social Security and/or tax obligations or those existing in relation to safety and occupation risk prevention.
- Third-party claims against ENEL based on the Contractor's performance, including any claim from its employees, agents, advisers and subcontractors or sub suppliers.
- Defence costs incurred or that may be incurred by ENEL according to section 12 of these General Conditions.

18.1.2. In the cases where the Contractor fails to issue a guarantee within the deadlines provided, and without prejudice to any other action available, ENEL may decide either to terminate the Contract or suspend its performance until the issuance of a guarantee is accepted by ENEL, as well as to accept other guarantees that may be equivalent offered by the Contractor in accordance with the law.

18.1.3. The existence of a guarantee does not mean that the Contractor's liability under this Contract is limited to the amount or period of validity of the guarantee.

18.1.4. In case the issuer's creditworthiness deteriorates, the Contractor shall, upon request by ENEL and within sixty (60) days, provide a new guarantee issued by a bank approved by ENEL. In case of failure to provide the guarantee, ENEL may, in accordance with applicable law, withhold and suspend payments due to the Contractor.

18.1.5. If the Contract Price increases during its performance, Enel may request that the Contractor provides a supplementary or a replacement economic guarantee to cover the increased Contract Price.

18.1.6. Where the Contractor fails to comply with the supplementing or replacement of the guarantees as provided in clauses 19.1.4. and 19.1.5., ENEL reserves the right to terminate the contract, or, in accordance with applicable law, withhold and suspend payments to the Contractor until the due security amount is reached.

**18.2. Types of Economic Guarantee.**

**18.2.1. Performance Guarantee.**

18.2.1.1. When provided for in the Contract, and unless a different percentage is defined therein, the Contractor shall be obliged to lodge, prior to the execution of the Contract and at ENEL's disposal, an economic guarantee consisting in the delivery of an abstract endorsement in accordance with subclause 18.1.1. in the amount of at least ten per cent (10%) of the total amount of the Contract and its amendments, extensions and additional works, to respond for the accurate, timely and ordinary performance of the obligations that the Contractor has undertaken by virtue of the Contract, including the obligation of paying any amount owed to ENEL, such as penalties.

18.2.1.2. If nothing has been agreed upon in the Contract regarding the establishment of an economic guarantee over the term of the technical warranty, the guarantee for performance shall expire no earlier than thirty (30) calendar days after the expiration of the Warranty Period or of the Final Reception, or of the total end of the performance of the Contract, whatever takes place at a later time. If it is not executed, the guarantee will be returned to the Contractor once ENEL has conducted the appropriate verifications.

18.2.1.3. If nothing has been agreed upon in the Contract regarding the establishment of an economic guarantee over the term of the technical warranty, the guarantee for performance shall expire no sooner than thirty (30) natural days after the expiration of the Provisional Reception, or the end of the performance of the Contract prior to the commencement of the Warranty Period, whatever happens at a later time. If it is not executed the guarantee will be returned to the Contractor once ENEL has conducted the appropriate revisions.

#### 18.2.2. Advance Payment Guarantee.

18.2.2.1. In the event of advanced payment by ENEL to the Contractor, the Contractor must establish, prior to the advance payment from ENEL, an economic guarantee at ENEL's disposal consisting in the delivery of an abstract endorsement in accordance with the subclause 18.1.1. in an amount equivalent to one hundred per cent (100%) of the advance payment made.

18.2.2.2. The advance payment guarantee will be returned to the Contractor once the Contractor has correctly performed, according to what has been agreed upon in the Contract and the legislation applicable, one part of the Contract with a value of, according to the price, at least the equivalent to the advance payment.

#### 18.2.3. Warranty Guarantee.

18.2.3.1. When provided for in the Contract, and unless a different percentage is defined therein, the Contractor shall be obliged to establish, once ENEL has returned or executed the Performance Guarantee, an economic guarantee at ENEL's disposal consisting in the delivery of an abstract endorsement in accordance with subclause 18.1.1 in the amount of at least five percent (5%) of the total amount of the Contract and its amendments, extensions, and additional works, to respond for the Contractor's obligations during the Warranty Period.

18.2.3.2. The Warranty Guarantee expires no earlier than thirty (30) calendar days following the expiration of the Warranty Period or of the Final Reception, or of the total end of the performance of the Contract, whatever takes place later. If it is not executed, the guarantee will be returned to the Contractor once ENEL has conducted the relevant verifications.

### 19. INSURANCE.

#### 19.1. General issues.

19.1.1. The Contractor assumes all responsibility for injury or damages caused to persons or property by the performance - including through subcontractors or sub suppliers or outside agents – of the activities specified in the Contract and it undertakes to incept suitable insurance at its own expense, in relation to the risk, and with insurance companies that are financially stable and of recognised good standing, for the entire duration of the Contract, covering:

- 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 stipulated by ENEL, with the Contractor's full liability for any damage caused to the materials or equipment. This obligation is also assumed by the Contractor with regard to materials and equipment provided by ENEL for the performance of the Contract, from the moment they are made available to the Contractor or its subcontractors or sub suppliers, until they are returned to ENEL.
- b) civil liability for losses and detriment that may be caused by the Contractor's own personnel or that of its subcontractors or sub suppliers to the personnel or property of ENEL and/or of third parties arising from the performance of activities under Contract. In all circumstances, ENEL shall not be liable for any causes attributable to the Contractor.

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

19.1.3. If the Contract provides for the storage of materials by the Contractor on ENEL's premises, the latter may request, and the Contractor shall be obliged to demand, in addition to the previously mentioned insurance, insurance for theft and other damage that can be caused to the stored materials, for the entire Contract term.

19.1.4. The limits of the insurance policy must cover damaging events subject to claims received within the period of performance of the Contract and/or after the Warranty Period.

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

19.1.6. If the Contract is carried out in the form of materials stored by the Contractor within ENEL's premises, the Contractor shall also be obliged to incept insurance against theft and other damages that the stored material may suffer, for the entire period of performance of the Contract.

19.1.7. Where ENEL believes that the Contractor's insurance cover is not sufficient to cover the risk, both for the delivery of materials or equipment and the completion of works or services under the Contract, the Contractor agrees to review and change the insurance cover in accordance with the terms of the field of insurance.

19.1.8. All matters relating to insurance must comply with the Contract and the Portuguese legislation applicable.

19.1.9. The existence, validity and efficiency of the insurance policies referred in this clause are an essential condition for ENEL and, therefore, where the Contractor is incapable at any time of proving it holds insurance coverage, ENEL may terminate the Contract, this is without prejudice to its duty to pay indemnity for the damage suffered by ENEL.

19.1.10. Where ENEL considers that the coverage under the policy incepted by the Contractor is insufficient to cover the risks, (both regarding delivery of material and equipment and execution of the works and services under the Contract), the Contractor undertakes to review and modify insurance cover according to the Contract requirements.

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

**19.2. Insurance regarding the Contracts entered into by ENEL, except ENEL GREEN POWER PORTUGAL S.L. and its subsidiaries or participated companies.**

**19.2.1.** Subject to the remaining conditions of the present clause and notwithstanding its liability under the Contract, and without it being limited by the present section, the Contractor will hire and keep in force at its expense and on its account at all times for the entire duration of the Contract, with insurance companies of renowned prestige and solvency, legally authorised to issue policies in Portugal and with coverage terms and conditions to the satisfaction of ENEL, the insurance policies described below, with the understanding that their amounts shall never be inferior to those mandatory according to laws and regulations in force and that the maintenance of such insurance policies shall not alter any of the obligations regarding indemnity established in the Contract.

- a) **General Liability Insurance**, to cover claims for material and/or personal damages and their consequences on third parties, from the date of commencement of the works until the expiration of the maintenance period established in the policy. The policy must include, among others, liability guarantees for accidental, crossed liability, professional, post product, accidental pollution and contamination, subsidiary for vehicles and employers' liability. The limit of indemnity per each and every loss shall not be inferior to THREE MILLION EUROS (€ 3,000,000), with a sublimit, per victim, no less than SEVEN HUNDRED THOUSAND EUROS (€ 700.000). In addition, the Contractor and its subcontractors or sub suppliers and representatives, shall appear in the policy as insured by ENEL and/or its subsidiaries intervening in the performance of the Contract without losing its third-party status.
- b) **Construction and Assembly All-Risk Insurance (CAR)**, to cover damages and loss suffered on work sites and works, permanent or temporary constructions as well as on materials, supplies, including supplementary works and consumables, spare parts and any other property that is part of the work site that is the object of the Contract, and that took place from the date of commencement of the works until its Provisional Reception by ENEL (including implementation with the relevant functioning trials) as well as the subsequent maintenance period determined in the policy. This insurance shall be subscribed as a fully comprehensive risk insurance for construction and faults in design.
- c) **Employer's liability Insurance / Workers Compensation or Equivalent**: for all the personnel of the Contractor or its subcontractors or sub suppliers as may be legally required during the Term of the Contract.
- d) **Contractor's Material and Equipment Damage Insurance** to cover the damages suffered by equipment, machinery and tools utilised in the performance of the activities object of the Contract, whether they be owned, rented, transferred or under any other title.
- e) **Environmental Liability Insurance** (Mandatory in Distribution Contracts and in demolitions or handling of fuels/carbons) to cover, as appropriate, the demandable environmental guarantees and liabilities according to the legislation in force. The limit of indemnity shall not be less than TWO MILLION EUROS (€ 2,000,000)
- f) **Cargo/Transportation Insurance** (Optional if the subject of the Contract includes transportation by the Contractor) to cover, under all risk ICCA clauses, the damages and material losses suffered at any property that is part of the object of the Contract. The limit of indemnity shall not be less than the maximum value of the goods transported in one trip.
- g) **Mandatory and Voluntary Vehicle Circulation and Machinery Liability Insurance** (Optional if the subject of the Contract includes transportation by the Contractor) according to the limits and conditions required by the legislation in force during the Term of the Contract.
- h) **Any other mandatory insurance**, according to the legislation in force during Term of the Contract.

Should any other policy covering the same interests than the policies subscribed according to sections a), b) and c) above exist, the latter shall be considered as primary insurance, coming into effect first.

Regardless of the insurances described above, the Contractor may subscribe the supplementary policies that it deems necessary for the total coverage of its interests and responsibilities according to the Contract.

19.2.2. Before initiating the works, the Contractor will provide ENEL with a signed copy of the certificates of the policies required in the previous subclause, and certified proof, issued by the insurance company, of the payment of the premium. This control shall remain in effect during the entire Term of the Contract. Failure in delivering the policies or the said certificate will enable ENEL to terminate the Contract on account of the Contractor.

19.2.3. The Contractor will demand that its subcontractors and sub suppliers contract and keep in full force and effect insurance policies, in accordance with the foregoing clauses, during the time that they render and/or provide their services and/or products/equipment to the Contractor, requesting them to exhibit the relevant insurance certificates proving the validity and effectiveness of the insurance required.

19.2.4. The Contractor shall not be able to request, -vis -à-vis its insurance company- the cancellation, modification or amendment of the insurance policies that it has contracted, without prior written consent from ENEL, which must appear in the said policies.

19.2.5. Any dispute that may occur in the payment of compensation, whether by reason of the insurance excess and/or deductible charges, in relation to any of the insurance policies that are contracted in accordance with this clause, must be borne by the Contractor for the proper performance of the Contract. If the claim were totally or partially attributable to ENEL, ENEL will reimburse the Contractor the amount of the excess that it had to pay in proportion to its liability.

19.2.6. Compliance with what has been expressed above shall not release nor limit the Contractor regarding its liabilities as per the other clauses of the Contract.

### 19.3. Insurance associated to the Contracts entered into by ENEL GREEN POWER PORTUGAL, S.L. and its subsidiary or affiliate companies.

19.3.1. The Contractor shall provide and maintain in full force, before the commencement of any activity and throughout the entire validity the Term of the Contract and performance of the works, the following insurance minimum insurance cover, underwritten with entities of acknowledged solvency with a minimum BBB rating:

a) **General Liability Insurance:** Coverage of commercial general liability insurance on a "loss occurrence" basis or "claims made" basis with a retroactive period of at least two (2) years, with a limit of indemnity per loss no less than THREE MILLION EUROS (€3,000,000) minimum per occurrence. The Contractor shall include its subcontractors and sub suppliers in its policy. The policy must cover personal and property damages that may occur within the Site or at the adjacent locations and that are directly connected with the Contract, including the guarantees related to workers union liability (with a sublimit per victim of SEVEN HUNDRED THOUSAND EUROS - €700,000 minimum-), crossed liability, accidental pollution and contamination liability, product and post-works liability, professionals on payroll, defence, finances as well as any other coverage in accordance with the activity performed.

b) **Employer's liability Insurance / Workers Compensation or Equivalent:** : Coverage for the Term of the Contract for all on-staff personnel and of its subcontractors and sub suppliers where legally enforceable. The insurance must remain in force and fully valid for all the personnel involved (permanent, temporary, occasional workers, external workers) for the duration of the works or contracted services. The said coverage cannot include any exclusion of work-related illnesses.

c) **Mandatory Motor Vehicle/Machinery/Tooling Insurance:** Mandatory liability coverage regarding the circulation of motor vehicles and machinery, with the limits and conditions required by the legislation in force during the Term of the Contract. Such insurance must cover all owned, leased, hired or borrowed vehicles or otherwise used by the Contractor in the performance of the works and shall cover any bodily injury or property damage within the legally established limits. The Contractor shall be equally responsible for the objects and goods that are stored in the said vehicles as well as for the value of the machinery, equipment and components employed in the execution of the works, in all cases releasing ENEL from being responsible in case of theft or loss of the said assets.

a) **Cargo/Transportation Insurance** (Optional if the object of the Contract includes transportation by the Contractor). Prior to any kind of shipments/transportation, the Contractor must subscribe a Transports insurance policy (load insurance and land transportation coverage) with an insured value ascending to the replacement-to-new value plus ten per cent (10%) on all materials, goods, and equipment during transit (beginning from the start of loading) until the arrival at the site (covering unloading activities), including processes of loading, trans loading and transshipment, or temporary storage. The insurance policy subscribed shall be an all-risks policy, covering losses such as war risk, strikes, riots, social disturbances, and extra/expediting expenses. The insurance policy shall include ENEL and the lenders (if present) as additional insured parties, if necessary. All transporters and drivers involved in the transportation must comply with the legislation in force, including legislation on transport licenses and road permits.

b) **Professional Liability Insurance** (Optional if the object of the Contract includes activities related to engineering, design, counsel, or professional activities of the Contractor): The Contractor must incept and maintain, at its expense, for a term that shall start no later than the effective date of the Contract and until two (2) years from the end of the works, Professional Liability Insurance against negligence, omissions, defects or defaults in design, default or breach by the Contractor, its engineers, consultants, subcontractors, sub suppliers or equivalent at any level, any consultant exercising its professional activities in relation to the project and in general in relation to the Contract, including consequential loss with a limit for damages of no less than TEN MILLION EUROS (€10,000,000) per each and every loss.

f) **Any other insurance required by Law**, even if it has not been expressly mentioned in the previous paragraphs.

19.3.2. Other general aspects applicable.

- Cancellation or amendment of the policies: The Contractor shall not be able to amend the terms and conditions of the policies that entail an alteration that breaches the limits and conditions established above. The Contractor shall give ENEL at least a thirty-day (30) notice if any of its insurance companies has cancelled or amended any policy in a way that it may affect the interests of ENEL. If such circumstance should take place ENEL reserves the possibility of covering the said risk charging it to the Contractor.

- Additional insured parties: All liability insurances must include ENEL as an additional insured, without losing the condition of third party.

- Waiver to subrogation: The insurance policies of the Contractor must waive the right to subrogating against ENEL, its subsidiaries, affiliates, employees, and parent company (where not legally prohibited), except in cases of wilful intent or gross negligence therefrom.

- Liability for franchises: The Contractor shall be responsible for the payment to ENEL of any excess regarding any of the policies it has to take out. The Contractor will therefore be liable for any risk it decides to retain.
- Limits to liability: The liabilities in which the Contractor may incur during the performance of activities that constitute the subject of Contract shall not be limited in any case by the limit of the insurance taken out. Any uninsured or unrecovered amount from the insurance will be charged to the Contractor, who will be liable for all the direct and indirect damages caused to ENEL in the performance of the activities covered by Contract, regardless of the insurance limit contracted.
- Loss notification: The Contractor shall notify, as soon as possible, but no later than seven (7) days since it became aware of the incident, any fact that may give rise to a claim under the insurance policies taken out.
- Evidence of Insurance : The Contractor shall provide ENEL with evidence regarding the validity of the coverage contracted, as well as of the payment thereof, where required. At least once a year it must deliver the Certificate of the policies accepted as evidence of its maintenance and suitability.
- Subcontractors and sub suppliers: The Contractor will make sure that the provisions of the present insurance clause are known by all its subcontractors and sub suppliers and that they have subscribed insurance policies in similar conditions to those described herein.
- Dilution of Limits Clause: When the Contractor provides an insurance policy that contains a limitation with an annual aggregate limit, and the pertinent Contract required a certain limit per loss, it undertakes to fully reimburse the said annual limit in case of loss or losses that collapses the said aggregate by more than fifty per cent (50 %).

## 20. INTELLECTUAL AND INDUSTRIAL PROPERTY.

20.1. The Contractor represents and guarantees that, during the development of the activities required to perform the Contract and in order to design, manufacture, distribute or sell any product or service supplied to ENEL, it has not breached and is not in breach of any third party intellectual or industrial property right, such as trademarks, patentable inventions, works protected by copyright, utility models, industrial design, and commercial secrets.

20.2. Where, for the contract performance, the Contractor needs to use intellectual or industrial rights covered by third party licenses, ENEL reserves its right to request the Contractor the relevant documentation. Once such application is made, the Contractor shall provide ENEL any additional information, clarification, explanation, confirmation, correspondence, manual and any other document or data with respect to the resources protected by the intellectual or industrial rights used for the Contract performance.

**20.3. As regards the ENEL products, samples or Technical Specifications provided by ENEL to the Contractor to perform the Contract, the Contractor:**

- i. may in no way copy, publish, distribute, reproduce, process, translate, modify, adapt, develop, disassemble, dismantle, or submit to reverse engineering (or submit to any operation for the purpose of extracting source codes in any way) - either in full or in part- none of those products, samples or Technical Specifications provided by ENEL.
- ii. may not undertake derivative works, objects, articles, products, samples, or Technical Specifications.
- iii. may not use such products, samples, Technical Specifications or intellectual or industrial information pertaining to ENEL for any purpose other than the performance of the Contract by the Contractor.
- iv. shall ensure that the rest of the parties that are or may be involved in the performance of the Contract by the Contractor also comply with the aforementioned prohibitions.
- v. shall refrain from disclosing the same and shall make sure its employees do not disclose to any third party without prior written consent from ENEL hence maintaining this confidential in accordance with the provisions set out in the "CONFIDENTIALITY" clause of these General Conditions.

20.4. The Contractor is responsible for obtaining the concessions, permits and authorisations required by the holders of patents, models, and relevant registered trademarks as well as for securing intellectual and industrial property rights. The Contractor shall be responsible for payment of the relevant reasonable royalties, compensations, remunerations, charges and/or tariffs or fees due on this basis.

The Contractor represents and guarantees that there are no contracts, agreements, licences, permits, restrictions, requirements, patents, certificates, Contractor duties or any other circumstances to prevent or that could prevent ENEL from using, or in any way enjoying the industrial or intellectual property required for the performance of the Contract, as well as that of the product, service, supply, licence, document, object, article it is incorporated to, or may be included in.

20.5. In the case of supply Contracts, if, as a result of a dispute by the owners or concessionaires of the rights referred to in this clause, ENEL is obliged to modify the materials or equipment to be supplied by virtue of the Contract totally or partially, they must be modified as soon as possible at the Contractor's expense, without this resulting in a deterioration of the quality of the supply, operating characteristics, or guaranties. If the above occurs, a new process for the approval of prototypes shall be carried out, where this is prescribed for the type of supply in question and before the materials or equipment is supplied. The Contractor shall indemnify ENEL for any associated cost, including, among others, transport costs, costs of tests, certification, personalised authorisations, the reception of permits / authorisation or documents, as well as the purchase of any replacement or additional materials /articles, and any other cost and associated expense. All the amounts shall be paid to ENEL within thirty (30) calendar days following receipt of the relevant claim from ENEL.

20.6. If legal action is taken against ENEL by a third party for breach by the Contractor of the obligations referred to in the preceding sub-clause, the Contractor shall, at ENEL's request, be required to provide financial coverage (as provided in clause "ECONOMIC GUARANTEE") in regard to the value of the claims, within ten (10) calendar days. The Contractor shall release ENEL from any liability for breaches of industrial or intellectual property rights that may occur and undertakes to do everything necessary to hold



ENEL harmless with regard to any claims or lawsuits against it, and also undertakes to compensate ENEL for all losses, expenses, or damage, whether direct or indirect, arising from court or out of court claims.

20.7. Any lawsuit or claim, whether judicial or extrajudicial, made against the Contractor by a third party relating to intellectual or industrial property rights, shall be immediately notified to ENEL.

20.8. ENEL shall own all of the documents, drawings, plans, computer software, as well as copies thereof, it provides to the Contractor for the performance of the Contract, as well as inventions, patents, utility models and other industrial property rights protected with copyright that are or will be necessary for the performance of the Contract based on documentation provided by ENEL to the Contractor. The Contractor shall use them solely for the performance of the Contract and must return them to ENEL, at all times taking suitable precautions in relation to the processing, use and transfer of data to ensure security and confidentiality, pursuant to the provisions of the "CONFIDENTIALITY" clause of these General Conditions.

20.9. The intellectual property rights and technology and methodology resulting from the works or services performed by the Contractor in the performance of the Contract, and the records that are developed belong to ENEL, without granting the Contractor any right to increase the price specified in the Contract.

20.10. The drawings, documents, plans, computer programs as well as copies thereof, and in general any results (and related industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how) acquired by the Contractor during the performance of the Contract (the "Foreground IPRs") shall exclusively belong to ENEL, which will also automatically become the owner of any relevant work in progress, generated periodically during the performance of the Contract. Each Party recognises and agrees that each Party's Background IPRs shall remain exclusive property of such Party and the other Party shall have no right to claim in relation to any such right; such Background IPRs mean all present and future industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secret rights and any applications thereto on a worldwide basis, software designs and models, know-how, pertaining to each Party before the execution of this Contract or successively acquired in parallel projects outside of the scope of this Contract. Therefore, if the Contractor shall use its Background IPRs for the performance of this Contract, each Party must specify its relevant Background IPRs for the performance of the Contract in an ANNEX to the Contract before execution of the same. Therefore, if the Contractor wishes to use its Background IPRs for the performance of the Contract, any Background IPRs belonging to ENEL shall be limited to the add-ons (the "Add-Ons"), which are the additional parts (generated by the Contractor in performing the Contract on the basis of its Background IPRs) that do not, in any way, include or contain any of its Background IPRs. The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days following the termination of the Contract.

20.11. The marketing methods and the manner in which technology covered by the Contract is distributed to third parties, as well as any benefits arising thereof, shall be regulated in the Contract.

20.12. In case of breach by the Contractor of the obligations related to industrial and intellectual property referred to in this clause, ENEL has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damage it has suffered.

## 21. CONFIDENTIALITY.

21.1. All information that any of the Parties makes available (verbally, in writing, in electronic format or in any other way) for the purposes of, and/or during the performance of the Contract, as well as any other confidential information of which any of the Parties may have knowledge as a result of other contracts signed between the Parties or the latter with third parties, and/or the pre-contractual negotiations thereof, as well as all documents, information, and specific knowledge (regardless of how they have been compiled, obtained or developed in relation to the Contract) can be used only for the purpose of executing the Contract and they are confidential.

21.2. By way of example, the term "confidential" refers, but is not limited to all financial and economic documents, data and information cited, as well as business strategies, information about products and/or production procedures (design, study and development), means and production costs, sales information, development strategies and customer management, any type of data relating to clients, Contractors and their commercial and technical profile, documentation relating to technical and financial offers in public and private tenders, data in relation to plants, equipment, machine and products trials and/or functioning, business analysis, market studies, commercial and marketing plans, other statistic details that are relevant for the business, internal organisation, publicity ideas and new registered trademarks that have not yet been used in the market, prices, characteristics, concepts, prototypes and design of new products or services not yet launched to the market, etc. By way of example, it also applies to data and information of the economic, financial, and technical documents cited, but it is not limited to, inventions subject to patents, patents, licenses, source codes of any type of software, its principles and or related algorithms; discoveries, algorithms, and formulae; new procedures and forms of production; new methodology to test plants, equipment, machines and products, resulting from Research and Development (R&D). In addition, it applies to any other type of internal process, patents, licences, or any other information:

- i. expressly classified as "confidential", "strictly confidential", "secret" (o in any other similar form) by the disclosing Party or
- ii. that the Party receiving knew or should have known that it was confidential given the nature or processing performed by the disclosing Party,
- iii. that any of the Parties has provided the other Party in relation to the Contract performance, including the negotiations and the content and drafting of the Contract and all its Annexes.

21.3. Confidential information may not be disclosed without the prior written and express authorization of the Party that owns such information, except in those cases in which the receiving Party is legally required to transfer it or is ordered to do so by a competent authority, or where refusing to do so is illegal. Without prior written and express authorization from the Party that owns the confidential information, the other Party may not copy, reproduce, translate, modify, adapt, develop, dismantle, separate, perform

reverse engineering operations or any operation intended to extract the source codes - fully or in part - from the confidential information provided.

21.4. Confidential information includes all information relating to a Party, made available to the other Party, before or during the performance of the Contract, either by the administrators, managers or employees of the Party that owns the information, or by the subcontractors, sub suppliers or subsidiaries of the Party that owns the information and its relevant administrators, managers, employees or subcontractors or sub suppliers (hereinafter, "Representatives of the Party that owns the information"). Confidential information also includes all information regarding the Representatives of the Party that owns the information, that the Party or its own representatives have been able to make available to the other Party before or during the performance of the Contract, to this effect:

- the term "subsidiary" refers to any company controlled by one of the Parties, or by one of the Parties along with other third parties, for as long as there is such control and during the period in which the information is disseminated.
- the term "control" refers to the direct or indirect capacity of control over the operation and strategy of the company, and to all cases in which any company of the group of companies of either Party owns more than fifty percent (50%) of share capital or shares with voting rights, either directly or indirectly.

21.5. The following will not be considered confidential:

- information that the Party which receives it can prove that it already had it legitimately prior to the start of the performance of the Contract.
- information that the Party which receives it can prove that it has received from third parties not subject to the confidentiality agreement or by law.

21.6. Each of the Parties:

- must restrict the disclosure of confidential information exclusively to the representatives that effectively need to have it based on their degree of participation in the performance of the Contract.
- bind its representatives and guarantee that they fully comply with the obligations contained in this clause.
- will be held responsible for any action or omission on the part of its representatives that leads to a breach of the obligation to maintain confidentiality.
- Shall refrain from using confidential information for purposes different to the Contract performance.

21.7. The Party receiving the confidential information is obliged to create and manage logical and physical data, using the best international techniques and practices available, to guarantee the protection of said data from unauthorized destruction, manipulation, access, or reproduction. Where the confidential information is classified as "strictly confidential" by ENEL, such techniques, and practices in relation to processing and storage of logical and physical data must be expressly agreed and authorised by ENEL. Once the Contract has expired, the receiving Party must return all the data, documents and information provided by the other Party or in its possession, for the purposes of carrying out the contractual activities, in addition to destroying all copies and files that it may have, unless it has received written permission to the contrary from the Party that provides the confidential information.

21.8. Both Parties guarantee that confidential information will not be disclosed during the performance of the Contract and for a period of five (5) years after it has expired, except where another deadline is agreed in the Contract or when it is required by law or by a competent Authority. Notwithstanding the foregoing, where the confidential information is classed as "strictly confidential" by ENEL, the confidentiality and non-use duties provided in this clause shall survive the termination of the Contract for any reason, unless the disclosing Party states otherwise, and shall be valid until the receiving Party is able to demonstrate that such "strictly confidential" information has turned into public information, or data that it easily accessible by people within the relevant circles that usually deal with this type of information for any cause different to that of disclosure by the receiving Party. Where necessary, the Party that is requested to disclose confidential information shall notify the other Party of such request -where legally possible- immediately, so that it may take the necessary actions to protect its rights. The Parties will only disclose the information required by law and must obtain a statement from whoever receives the information that said information will remain confidential.

21.9. If the information is classified by ENEL as "highly confidential", the following rules should apply:

- the password required to access IT systems must be personal or individual, kept secret and changed every sixty (60) days.
- access to information systems must 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 must be carried out is prohibited.
- any transaction developed through ENEL's IT systems must not violate local laws applicable.
- the workstation used (permanent or temporary) cannot connect to internet services other than those provided or authorised by ENEL and must have the necessary antivirus installed. All necessary measures must be taken to prevent the spread of viruses, malicious software or any illicit software that may cause interruptions in the service or loss of data.
- all email accounts, file storage or communication platforms (including social networks) must be explicitly provided or authorised by ENEL.

- sensitive data must be stored, transferred, or cancelled by suitable coding software.
- the modification of the system configuration to avoid security checks is forbidden.

21.10. The Contractor is prohibited from disclosing by any means (for example but not limited to press articles, press releases, interviews) any information deemed confidential according to this clause. Both Parties will agree in writing regarding the content, the means of communication, the date of publication of the press articles and the news or communications of any kind in relation to the Contract or any matter or information related thereto.

21.11. If ENEL authorises the subcontracting, sub supplying or assignment of the Contract in writing, the Contractor must obtain a confidentiality agreement from the subcontractor, sub suppliers or assignee with the same conditions as those contained in this clause.

21.12. Both Parties acknowledge and agree that the compensation of the damages may not represent sufficient compensation for a confidentiality breach and that the Party that suffers the infringement shall have the right to seek other remedies or avoid any possible violation or damage from such violation according to the current legislation in force. In the event of breach of the confidentiality requirements, any of the Parties may also decide to terminate the Contract.

21.13. The above remedy will not be considered the only one available but will be in addition to all other rights and remedies available according to the applicable Law. In case of breach of the confidentiality obligations and without in any way prejudicing the above, and in case of violations referred to in this article, ENEL has the right to terminate the Contract as well as the right to take any action aimed at obtaining compensation for damage.

21.14. ENEL reserves the right to carry out periodic checks, with special attention to the security measures applied in cases where there is information considered and classified by ENEL as confidential.

21.15. At any time, if the Party that discloses confidential information so requires, the other Party shall return or destroy or request that its representatives return or destroy all copies of the confidential information written in its possession or that of its representatives. In addition, the Party receiving the information will do everything in its power (or will require its representatives to do so), to return or destroy any data stored in electronic format and will confirm the destruction of said data to the Party that provides the confidential information within a maximum period of fifteen (15) days following the request to do so, and shall additionally represent that it does not retain any document or material containing such confidential information or related to the same.

21.16. Each Party acknowledges and agrees that confidential information is and remains the exclusive property of the Party that discloses it and that of its representatives. Nothing in the Contract shall be understood - unless expressly stated in writing - as granting a license or similar in matters involving patents, copyrights, inventions, discoveries, or improvements made, conceived, or acquired, both before and after the performance of the Contract.

#### 21.17. **Cyber Security.**

21.17.1. The Contractor may access ENEL's computer system only if authorised by ENEL. The Contractor is responsible for the activities performed on ENEL's systems using its digital identity, which must be safeguarded at all times. When performing such activities, the Contractor must comply with the following code of conduct:

- a) authentication credentials must never be revealed or provided to anyone.
- b) passwords shall not be inserted in emails or any other forms of electronic communication and shall not be provided over the phone to anyone.
- c) passwords used to access ENEL's applications through the browser shall never be memorised using the "remember password" feature
- d) In order to prevent the theft of Contractor credentials, the Contractor will verify that no one is observing them while entering the relevant credentials to access IT devices or systems.
- e) the same password shall never be used to authenticate 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 services or network connections for purposes unrelated to the activities to be performed is prohibited.
- g) transactions carried out through ENEL's computer systems must not breach the Law.
- h) the workstation employed (permanent or temporary) shall not be connected to Internet services other than those provided or authorised by ENEL and shall have the relevant antivirus installed. All necessary measures will be adopted in order to prevent the spread of viruses, malware or any illicit software that may cause interruptions in the service or data loss.
- i) all email accounts, file storage or communication platforms (including social media) shall be expressly provided/authorised by ENEL.
- j) sensitive data shall be stored, transferred, or cancelled using the relevant encryption software.
- k) modifying the settings of the system to avoid security controls is prohibited.
- l) in order to prevent the disclosure of information to unauthorised individuals, attention shall be paid to printed documents, removable hard drives, removable storage devices and video screens.

21.17.2. Should the performance of the Agreement require or imply- at any time during the period of its execution- that the Contractor be granted access and/or use of any application available at ENEL's systems and/or at the IT infrastructure ("ENEL Systems"), this clause shall be applicable to the Contractor in its entirety. At ENEL's request, at any given moment and for any given reason, the Contractor shall implement and be a part of ENEL's double factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use any ENEL system. The Contractor undertakes that, in order to implement and be a part of the Multifactor Authentication System:

- (i) a working smartphone or SIM card are required (for private or mixed use).
- (ii) each smartphone used for the purposes of the Multifactor Authentication System must be exclusively associated to the personal identity of the employee, agent, subcontractor, provider, representative or other kind of personnel of the Contractor that may have access and/or that will be using ENEL's systems on behalf of the Contractor; and
- (iii) the Contractor shall meet all the requirements listed above at its own risk, cost, and expense. ENEL does not undertake any charges (financial or of any other kind) for the supply of smartphones and shall not be liable before the Contractor or any third party for any damage, claim or loss, direct or indirect, that may arise or be related to the failure and/or malfunctioning or unlawful use of any smartphone that may be used for the Multifactor Authentication System by the employees, agents, subcontractors, sub suppliers, representatives, or other personnel.

## 22. PERSONAL DATA PROCESSING.

### 22.1. Object of the data processing.

This clause regulates the terms according to which the Contractor (hereinafter, the "Data Processor"), will process all personal data necessary for the performance of the Contract on behalf of ENEL (hereinafter, the "Data Controller"). The Contract will define what the processing specifically entails, specifying processing operations to be conducted (collection, structuring, storing, browsing, etc.). In addition, the Contract will identify the information necessary for the performance of the Contract that the Data Controller will provide to the Data Processor.

### 22.2. Duties of the Data Processor.

The Data Processor and all their employees undertake to:

- a) Use personal data for the sole purposes of the Contract. In no case may the Data Processor use the data for other purposes that have not been expressly authorised by the Data Controller.
- b) Guarantee that the people in charge of the data processing, process Personal Data according to the instructions of the Data Controller. If the Data Processor believes that any of the instructions violate the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (henceforth, "GDPR") or any Union or Member State data protection provision, the Data Processor shall immediately inform the Data Controller.
- c) Keep a written record of all categories of the processing operations carried out on behalf of the Data Controller.

This shall contain:

- a. The name and the contact details of the Data Processor and of the Data Controller on behalf of which the Processor operates and, as appropriate, of the Controller's or Processor's contact person and of the data protection officer (hereinafter, "Data Protection Officer").
  - b. The categories of processing operations carried out on behalf of the Data Controller.
  - c. Where appropriate, Personal Data transfers to a third country or international organisation, including the identification of said third country or international organisation and, in the case of transfers indicated in Article 49, Section 1, paragraph 2 of the GDPR, documentation on appropriate safeguards.
  - d. A general description of the technical and organisational security measures referred to in article 32 GDPR.
- d) Not disclose Personal Data to third parties unless with express authorization from the Data Controller, when legally acceptable. The Data Processor may disclose data to other Data Processors working for the same controller, pursuant to the Data Controller's instructions. In this case, the Data Controller shall identify, in writing and in advance, the Personal Data to be disclosed, and the security measures applicable.
  - e) Not to subcontract with any third party (henceforth, "Data Sub processors" or "Sub processors"), without prior written authorisation from the Data Controller. Should it be necessary for the Data Processor to subcontract or execute a sub supplying agreement in favour of third parties for the supply of specific services and/or supplies that should fall within the scope of the Contract, the Processor must communicate such circumstance previously

and in writing to the Data Controller, specifying the services and/or supplies, and processing that will be subcontracted or sub supplied, and clearly and unequivocally identifying the subcontracting and sub supplying company, as well as their contact information. Before the referred communication, the Data Processor must carry out an adequate due diligence process in order to ensure that the Sub processor is able to provide the level of protection required under the Contract's terms. Furthermore, the Data Processor must also provide the respective due diligence's conclusions to the Data Controller, together with the communication referred previously. The Sub processor, who will also be considered Data Processor, shall be equally obliged to fulfil the obligations set forth in the current clause for the Processor, as well as the instructions that the Controller may dictate. The initial Processor will regulate the new relationship so that the new Processor be bound by the same conditions (instructions, obligations, security measures, etc.) and meet the same formal requirements as the Processor regarding the adequate processing of personal data and the rights of people affected being guaranteed. In case of default by the Sub processor, the initial Processor shall continue acting as Controller before the Data Controller regarding the fulfilment of obligations. The Data Processor declares that the Sub processors shall process personal data within the European Space or in countries with an appropriate level of protection, according to the dispositions of the applicable Commission decision in force on the date of signature of the Contract. Should the level of protection not be appropriate, the Processor and the Sub processor undertake to sign the Standard Contractual Clauses that the European Commission has adopted at the time of the signature. Should the Processor have enough reasons to designate several Sub processors, different to those listed in the annex attached to this document, it shall update the list and communicate such update to the Data Controller in advance (ANNEX II).

- f) Provide the Data Controller, on an annual basis, with the list of the places where the data processed relating to the Contract are being processed and stored.
- g) Maintain the duty of secrecy regarding the Personal Data accessed under this Contract, even after its termination.
- h) Guarantee that individuals authorized to process Personal Data expressly undertake in writing to respect confidentiality and to comply with the relevant security measures, of which they must be duly informed.
- i) Keep documentation accrediting compliance with the obligation set forth above available for the Data Controller.
- j) Guarantee that the individuals authorized to process Personal Data have the necessary Personal Data protection training.
- k) To assist the Data Controller in the replies to the exercise of the following rights: (i) access, rectification, erasure, and objection, (ii) restriction of the processing, (iii) data portability, (iv) not to be subject to automated individual decision making (including profiling). To these effects, when people affected exercise the said rights before the Data Processor, it must communicate this to the address [dpo @endesa.pt](mailto:dpo@endesa.pt). Such communication must be conducted immediately and, in any case, no later than the business day following the reception of the request, together with, where appropriate, any other information that may be relevant in order to handle the request.
- l) The Data Processor must provide information on the data processing operations that will be carried out at the time of collecting the Personal Data. The Data Processor must agree upon the wording and format of the information provided with the Data Controller before they start collecting data.
- m) Notification via email of Data security breaches. The Data Processor will notify the Data Controller, without undue delay and in any case before forty-eight hours (48), of any breach they are aware of regarding the Personal Data they hold, together with all relevant information to document and report the incident. The following minimum information shall be provided:
  - a. Description of the nature of the Personal Data security breach including, when possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected.
  - b. The name and contact details of the Data Protection Officer or another point of contact to obtain more information.
  - c. Description of the possible consequences of the Personal Data security breach.
  - d. Description of the measures adopted or proposed to remedy the Personal Data security breach including, if appropriate, the measures adopted to mitigate possible negative effects.

If information cannot be provided simultaneously, the information will be gradually provided without undue delay.

- n) When appropriate, support the Data Controller in conducting data protection impact assessments.
- o) As long as the Controller deems it appropriate, make all the information necessary to comply with prior consultation obligations set forth in article 36 GDPR available, taking into account the nature of the processing activity as well as the information available to the Controller.
- p) Allow the Controller to conduct controls or periodic inspections so as to verify the fulfilment of the obligations set forth in the Contract, as well as the performance of audits or inspections conducted by the Data Controller or, where appropriate, another auditor authorised by the Controller.

- q) Immediately correct the problems raised in any audit report in order to reasonably satisfy the Data Controller, who has the right to carry out a follow-up audit on the aspects in which non-conformities were discovered, under the latter's conditions.
- r) Implement and fulfil the necessary security measures according to the provisions set forth in article 32 GDPR, and all other preventive measures resulting from experience and recognised as best practices, which may be deemed appropriate to prevent illegal or prohibited data processing, or processing that is not in accordance with the previously defined purpose. The Data Processor will effectively guarantee an adequate level of cooperation when implementing such security measures, notifying without undue delay any data breach, when conducting impact evaluations for the purpose of guaranteeing data confidentiality and security and minimising risks of destruction or accidental loss.
- s) Designate a Data Protection Officer, in accordance with article 37 GDPR, as well as for those cases where it is requested by the Controller given the existence of a certain processing that may generate a high-risk regarding peoples' fundamental rights and communicate its identity as well as its contact information to the Controller.
- t) The Data Processor must erase and return to the Data Controller the carriers where personal data may appear once the rendering of services is finalised. The return must entail the complete erasure of data existing in computer equipment used by the Processor (except when such data must be kept on record imperatively according to European or national applicable regulations) and is obliged to prove such circumstance before the Controller.
- u) In case any Authority: (i) contacts the Data Processor in relation to its systems or any processing of personal data carried out by the Data Processor, (ii) carries out, or notifies the intention to carry out, an inspection to the Data Processor regarding the processing of personal data, or (iii) take, or notify the intention to take, any other regulatory action alleging improper or inadequate practices relating to any processing of personal data carried out by the Data Processor, the Data Processor shall immediately notify the Data Controller and subsequently provide the latter with all pertinent information about such actions, to the extent permitted by law.

### **22.3. Compensation and liability**

Any person who has suffered material or non-material damage as a result of an infringement of the GDPR shall have the right to receive compensation from the Data Controller or Data Processor for the damage suffered. Without prejudice to the Data Processor's compensation liabilities as defined in this Contract, pursuant to the article 82 GDPR, the Data Processor shall be liable, in any case, for any damage caused by data processing, in case of Contract infringement or failure to perform Data Controller's legitimate instructions. Without prejudice of the previous point, if, for any reason, the Data Processor is unable to comply with the instructions provided by the Data Controller, the Data Processor must promptly inform the Data Controller of its inability to comply with them. In case the Data Processor or its employees infringe any data processing obligation identified in this Contract or in the GDPR, the Data Controller shall claim any further compensation proportionally to the damage suffered. The Data Controller shall not be liable if it is proved that he is not responsible for the damage. Where the Data Controller or the Data Processor have paid full compensation for the damage suffered, they shall be entitled to claim back from other parties involved in the same processing. Without prejudice to the Parties' right to contest the matter, when a fine, whether administrative or not, is imposed on the Data Controller under the terms of applicable Data Protection legislation for issues attributable to or caused by the Data Processor, the latter must indemnify the Data Controller and cover the full amount of such fine. In case the Data Processor's fault is partial, the Data Controller's compensation shall be in the same proportion. In the event of any claim against the Data Processor or the Data Controller by a Data Subject or any entity mentioned in article 80 GDPR, in relation to any claims presented under GDPR's terms, the Parties undertake to assist each other in the defence of such claims. In this context, both Parties have the right to disclose this clauses' details, Data Controller's processing instructions to their lawyers, as well as to courts or arbitral institutions for the sole purpose of defending themselves against these claims. In order to avoid any doubt, no limitation of responsibilities will be applicable to the processing of personal data by the Data Processor on behalf of the Data Controller.

### **22.4. Duration.**

The provisions contained in this clause will be in force for the period necessary to perform the activities entrusted to the Data Processor, and it will automatically expire upon termination of the Contract.

### **22.5. System Administrators.**

In view that the Data Processor's employees and/or its Sub processors' employees can be authorised to perform the activities of the "System Administrators", the Data Processor shall communicate to the Data Controller, upon its request, the list of its employees and/or the Sub processors' employees authorised and appointed as "System Administrators" and of anybody potentially able to process Personal Data belonging to the Data Controller. The Data Processor undertakes to maintain the logs recording log-in, log-out and attempts to log-in by its employees and/or by employees of its Sub processor, where authorised, who have been appointed as "System Administrators" and who in that role have potentially been able to modify the Personal Data controlled by the Data Controller for a period of six (6) months with the undertaking to deliver them to the Data Controller in the format indicated by Data Controller and no later than three (3) days following receipt of a written request.

### **22.6. Processing of Personal Data of Representatives and Professionals.**

The Parties inform each other that the personal data regarding those parties intervening, representatives and professionals contained in the Contract will be processed by each Party as Data Controller, in order to execute the management of the Contract. In this regard, the Parties oblige themselves to strictly comply with all legal provisions, whichever its range, in relation to the applicable data protection legislation.

The data shall be held while the contractual relationship is maintained, and once this ends, they shall be held throughout the duration of the statute of limitation regarding potential liabilities that could result.

The parties intervening, representatives and professionals of the Parties may exercise their rights of access, rectification, opposition, cancellation, limitation of processing and portability of their data, in the cases and within the scope established by the applicable regulation at any time, by writing to the address provided in the heading of the Contract for each of the Parties. In addition, they may exercise their right to file a claim before the relevant supervisory authority (*a Comissão Nacional de Proteção de Dados*).

#### **22.7. Processing of Personal Data of the Workers of the Contractor providing works or services for ENEL.**

Any personal data provided by the Contractor to ENEL in order to allow the performance of this Contract, shall have the legal meaning of transfer of data and only that information which is strictly necessary for the performance of the referred provision shall be exclusively applied or used to ensure performance of the purpose of this Contract. In this regard, ENEL obliges itself to comply with all legal requirements, whatever its range, with regard to the applicable data protection legislation.

ENEL undertakes to delete all personal data provided by the Contractor upon completion of the Contract performance.

### **23. ENVIRONMENTAL PROTECTION.**

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

23.1.1. The Contractor undertakes to adopt the relevant measures to guarantee strict compliance of the duties it is responsible for according to environmental, energy efficiency and indoor environmental quality legislation in force in relation to correct use of the energy and correct packaging and labelling of the products supplied (date of packaging, manufacture, expiry of the product, etc.) as well as the possibility of return of the packaging of the chemical products in those cases where such products are considered as a dangerous substance according to the regulations applicable, without prejudice of any other legal development that may result in future regarding the issue, and hence the damage that may have been caused as a result of any breach in applicable law must be restored taking into consideration the activity and the place where it must be carried out.

23.1.2. The Contractor undertakes to make sure that the elements used in its materials and equipment are not carcinogenic or chemically unstable.

23.1.3. The Contractor undertakes to carry out the management of the empty packaging where it has supplied substances and chemical preparations, in compliance with the legislation in force on the matter and commits to withdraw them upon ENEL's request and where the latter makes them available for such purpose. Therefore, it undertakes full liability for compliance of the relevant regulation concerning transport. In addition, the Contractor is obliged to withdraw all packaging used for transport within the terms and deadlines provided in the Contract, or where not provided therein, in subsequent deliveries it shall withdraw packaging of former shipments where requested to do so by ENEL.

#### **23.2. Works and/or services.**

23.2.1. The Contractor must ensure and verify that its personnel understand, comprehend, and comply with all the requirements and regulations applicable to the Contract in relation to environmental protection, energy efficiency and indoor environmental quality based on the work to be carried out and the place where this is performed.

23.2.2. The Contractor shall guarantee, and certify where necessary, that the personnel in charge of performing the Contract holds or receives suitable theoretical and practical training to this effect and in this regard, especially in that which is necessary to guarantee correct environmental and energetic compliance and to reduce the risk of an incident holding environmental repercussions as well as affecting indoor environmental quality.

23.2.3. The Contractor shall provide its personnel with the necessary tools for the Contract to be performed through respect to the environment, considering an efficient use of energy and in compliance with indoor environmental quality. In addition, the Contractor undertakes to comply with all the legal requirements applicable, as well as those resulting from Systems of Environmental, Energetic and Indoor Environmental Quality Management, where it has been implemented on the premises subject of Contract.

23.2.4. The Contractor shall be liable for any environmental, energetic, or indoor environmental quality incident caused as a result of the performance of the Contract. ENEL reserves its right to impose on the Contractor any actions and costs that result from the breach of its duties regarding environmental protection, energy efficiency and indoor environmental quality. The Contractor shall implement the necessary measures to guarantee strict compliance with all the regulations applicable to the Contract performance and shall restore the damage produced as a result of any breach of the same.

23.2.5. The Contractor must incept an Environmental Liability Insurance Policy with the coverage required in order to address the liabilities resulting from the Legal Framework of Liability for Environmental Damage [Regime Jurídico da Responsabilidade por Danos Ambientais] and any other law through which the Environmental Authorities may claim remedy and/or compensation for the damage that could be caused to natural resources.

### **24. SUPPLIER PERFORMANCE MANAGEMENT.**

24.1. ENEL monitors and evaluates Contractor performance through a specific process of Supplier Performance Management. The main aspects evaluated during the referred process are the following:

- a) quality of the performance.
- b) compliance with the schedule.
- c) compliance with health, safety, and environmental regulations.
- d) respect to human rights.
- e) cooperation and innovative proposals during the performance of the Contract.

24.2. Based on the foregoing points listed, ENEL shall assign the Contractor a rating. Where such rating is positive, the Contractor will be granted access to the incentive actions provided in the "ad hoc" regulation. Where such rating is negative, ENEL shall apply the remedies provided in the Contract for breach of contractual duties.

## **25. VALUE ENGINEERING Y GAIN SHARING.**

25.1. This section shall only be applicable to those Contracts that are not subject to a legislation that prohibits or restricts the use of this mechanism.

25.2. "Value Engineering" means the systematic application of techniques recognised to identify functions, products, services, designs, techniques, alternatives, and performance improvements that have the effect of maintaining or improving the quality and/or the value of the work or the total cost of the entire project and other applicable facts while the Price is reduced without compromising security, quality, and environmental compliance of the scope of the Contract. Value Engineering results from the fact that such practices and designs are or are not a deviation of the Technical Specifications, which results in a deviation and/or modification of the Contract. Value Engineering shall not include the standard optimisation taken during the design process that ENEL and the Contractor would normally carry out.

25.3. The Contractor may provide ENEL, Value Engineering proposals. The Value Engineering proposals must have the aim of reducing the Price by means of direct adjustments that are quantifiable to the scope of the Contract.

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

The Value Engineering proposals shall include:

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

25.4. ENEL shall make all reasonable commercial and technical efforts to revise and reply to such Value Engineering proposals within fifteen (15) days following reception. Where a Value Engineering proposal is accepted, the proposing Party must promptly draft an "ad hoc" implementation plan.

25.5. No Value Engineering proposal shall be implemented until ENEL has issued formal acceptance in writing.

25.6. The monetary value of the Value Engineering shall be called "Gain Sharing". The Contractor must provide a Gain Sharing distribution proposal between ENEL and the Contractor. Where this proposal is accepted, the Contractor may be entitled to receive the Gain Sharing part according to what is agreed by the Parties.

25.7. Following approval of the Value Engineering proposal, the Contractor must present an application to Change Order.

## **26. GOVERNANCE.**

### **26.1. Contract Governance structure.**

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

26.1.2. Additional representatives of both Parties, with appropriate technical skills, experience and knowledge, or external consultants, may from time to time - by mutual agreement of the Parties - be invited to attend the meetings of the audit team, without prejudice to the obligation for all third parties to sign and comply with confidentiality obligations.

26.1.3. The audit team is chaired by a representative of ENEL.

### **26.2. Decision process.**

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

### **26.3. Responsibility.**

26.3.1. The responsibilities of the Review Group include:

- a) to encourage 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) to discuss in good faith all potential improvements that can be adopted during the performance phase.

26.3.2. Unless otherwise provided in the Contract, the Review Group shall meet at least once a year at ENEL or other places agreed by the Parties. Alternatively, the Review Group may meet by teleconference, videoconferencing or using any other similar communication equipment

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

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

## 27. KPI.

27.1. The Contractor must perform the Contract satisfying the levels of service, where expressly provided in the Contract.

27.2. The Parties shall monitor and verify the achievement of service levels in the manner and within the terms set forth in the previous "GOVERNANCE" clause of these General Conditions.

## 28. GLOBAL COMPACT.

28.1. Each Party acknowledges the content of the so-called "Ten Principles" of the Global Compact of the United Nations and represents that it manages its business activities and operations in order to comply with such fundamental responsibilities in the fields of human rights, employment, environment, and fight against corruption.

28.2. In particular, the Contractor undertakes to take the principles of the Global Compact as its own and to fully comply with the latter as well as the regulations, and guarantees that all activities directly or indirectly performed through subcontractors or sub suppliers, third parties hired by the Contractor and all the supply chain comply with the following principles of Global Compact:

### a) HUMAN RIGHTS.

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

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

### b) WORK.

Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.

Four: Any business must support the elimination of all forms of forced labour carried out under duress.

Five: Any business must support the elimination of child labour.

Six: Any business must support the elimination of discriminatory practices in employment and education.

### c) ENVIRONMENT.

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

Eight: Any business must support initiatives to promote greater environmental responsibility.

Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

### d) CORRUPTION.

Ten: Any business must work against corruption in all its forms, including extortion and bribery

28.3. The Contractor undertakes to inform ENEL of any situation which may result in failure to fulfil these principles, also in relation to its subcontractors, sub suppliers, third parties hired by the Contractor and all of its supply chain, that could involve breach of such principles, as well as the plan to remedy such situations.

28.4. For the duration of the Contract, the Contractor agrees to allow ENEL to verify the degree of compliance with the requirements of this clause by means of inspections, audits and/or documentation requests. In such cases, the Contractor has the duty to grant ENEL access to its premises promptly and provide the documentation requested, and do its best so that its subcontractors, sub suppliers, third parties hired by the Contractor and all within the supply chain act accordingly.

28.5. ENEL may terminate the Contract, for reasons attributable to the Contractor, where it reasonably acknowledges and holds evidence that the Contractor and/or any of its subcontractors, sub suppliers, third parties hired by the Contractor and all the supply chain have breached any of the abovementioned principles. The Contractor must indemnify and hold ENEL harmless for any related loss, damage, cost, or expense.

## 29. CODE OF ETHICS.

### 29.1. General details.

29.1.1. The ENEL Group, when conducting its business and managing its relationships complies with the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption and in the Human Rights Policy. The Contractor, when conducting its own business and managing its relationships with third parties, refers to equivalent principles. These principles, as well as the rest of the Code of Ethical Standards shall be available in the following address [www.endesa.com](http://www.endesa.com).

29.1.2. The Contractor acknowledges the commitments made in accordance with ENEL's Code of Ethics and it declares that it abides by equivalent commitments, in the management of its businesses and relations with third parties, and guarantees that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply will act accordingly.

29.1.3. The Contractor shall comply with the Conventions of the International Labour Organisation (ILO), and with the legal duties regarding the prevention of child labour and protection of women; equal opportunities; the prohibition of discrimination; abuse and harassment; freedom of association and representation; forced labour; environmental security and protection; health and safety conditions, and guarantees that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply will act accordingly.

29.1.4. In addition, the Contractor will comply with the regulations in force in the field of wages, pensions and social security contributions, insurance, taxes, etc., as regards all the contracted workers in relation to the performance of the Contract and guarantees that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply do likewise. In the event of dispute between any of the regulations in force and the Conventions of the ILO, the most restrictive regulations shall prevail.

29.1.5. Each of the Parties undertakes to avoid any form of corruption. Therefore, ENEL prohibits, and the Contractor undertakes to refrain from making use of any type of payment promise, offer or request that is unlawful, either in cash or through any other consideration, for the purpose of favouring its relationship with the interested parties. This prohibition shall extend to all its employees and directors. The Contractor guarantees that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply will also do accordingly.

29.1.6. ENEL reserves its right to perform any supervisory and follow-up activity by means of inspections, audits and/or documentation requests, focused on complying with the abovementioned duties as regards to both the Contractor as well as any of its subcontractors, sub suppliers, third parties hired by the Contractor and its supply chain. In such cases, the Contractor has the duty to grant ENEL access to its premises and to promptly provide the documentation requested, as well as to do its best so that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply act accordingly.

29.1.7. In case of breach of one of these duties, ENEL reserves the right to terminate the Contract and to request compensation for damages from the Contractor and indemnify and hold harmless from any related damage, loss or expense.

### 29.2. Conflict of interest.

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

29.2.2. For the entire duration of the Contract, the Contractor undertakes to behave in a way aimed at avoiding conflicts of interest. Whenever this might result in a situation which could generate any conflict of interest – subject to ENEL's right to terminate the relationship – the Contractor undertakes to promptly give written notice to ENEL and to comply with the reasonable instructions of the latter, which will be dictated upon consultation and assessment of the requirements justifiably represented by the Contractor.

29.2.3. The Contractor (if a natural person) with the acceptance of the Contract, declares:

- a. That he/she does not carry out, within the companies of the ENEL Group, Senior Management functions (director, senior manager with strategic responsibilities), duties corresponding to an employee of the ENEL Group or in the capacity as auditor of the ENEL Group.
- b. That he/she does not have, within the companies of the ENEL Group any family members, relatives up to second degree, non-legally separated spouse, cohabitating partner, or spouse or children of its partner, which are related to it by consanguinity or affinity.
- c. That both the Contractor and his/her relevant family members (non-separated spouse or first-degree relatives), have not held or hold, in the last (24) months, positions at Public Administrations, or Entities that manage public services that have had a direct relation with activities carried out by any of the companies of the ENEL Group (granting of concessions, control activities, etc.).

29.2.4. The Contractor (if a legal entity -where a corporate person, public entity, publicly listed company, banking institution and companies thereby controlled, are not obliged by this declaration -) with the acceptance of the Contract, declares that, as a result of having knowledge of its corporate structure, no person who takes part in its governing bodies, management, or control (including trust companies):

- a. Is a member of Senior Management of the Governing Bodies or the Auditing Committee, or a manager with responsibilities in the ENEL Group companies, nor a family member up to second degree, spouse, partner, child of spouse or partner, or a dependent person (by kinship or marriage) of the said members.
- b. Is an employee of any of the ENEL Group companies, nor a family member up to second degree, spouse, partner, child of spouse or partner, or a dependent person (by kinship or marriage) of the said employee.

- c. Has occupied or occupies -both the person itself as well as its family members (non-separated spouse or first-degree relatives)- in the last (24) months, posts in Public Administrations or Entities that manage public services that have had a direct relation with activities conducted by any of the companies of the ENEL Group (granting of concessions, control activities, etc.)

29.2.5. The Contractor, whether a corporation or a natural person, undertakes to communicate to ENEL any change that may take place in the future and while it has the active condition of Contractor, with respect to the information represented prior to the execution of the Contract.

**29.3. Integrity clause.**

29.3.1. By signing the Contract, the Contractor declares:

- a) It is aware of the commitments made to ENEL S.p.A. and to the companies it directly or indirectly controls (hereinafter "ENEL"), contained in the Code of Ethics, the Zero Tolerance Plan against Corruption and in the Human Rights Policy, to respect the equivalent principles in the conduct of their business and in the management of their relations with third parties;
- b) it is not subject to criminal prosecution for tax offences, offences against the public administration, offences against property, offences against personal liberty, public order, or environmental offences.
- c) it is not subject to a criminal investigation in relation to any fact or matter, or to unlawful conduct constituting tax offences, offences against the public administration, offences against property, offences against personal liberty, public order, or environmental offences;
- d) it is aware and authorises that, for the purposes of assessing its professional conduct in accordance with paragraphs b) and c), ENEL may autonomously acquire further information, at any time, considering the necessary existence of duties of loyalty of the Contractor.

29.3.2. The Contractor agrees to immediately notify and provide all relevant information to ENEL:

- a) in the event it becomes aware of being subject to a criminal proceeding as referred to in paragraph b) of the preceding paragraph;
- b) in the event it becomes aware of being subject to criminal investigation as referred to in point c) of the preceding paragraph.

ENEL reserves its right to analyse at its sole discretion the abovementioned information, for the purposes of evaluating the Contractor's professional conduct.

**29.4. Health and Safety**

29.4.1. ENEL shall not allow the performance of any work that compromises the health and safety and/or the protection of the environment. For this reason and as provided in the "Stop Work Policy", any situation of risk of unsafe behaviour shall determine the suspension of work and the restoration of the conditions regarding health, safety and/or protection of the environment.

29.4.2. ENEL solidly and constantly undertakes to promote and consolidate a culture of protection of health, safety, and environment. Such commitment is detailed in the "Declaration of Commitment to Health and Safety", "Stop Work Policy" and the "Environmental Policy" that can be found in the following links:

<http://globalprocurement.enel.com>, in the sections "Other useful documents" and

<https://globalprocurement.enel.com/documents/health-and-safety-documents> and

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

29.4.3. The Contractor acknowledges ENEL's commitment with the promotion and consolidation of a culture of protection of health, safety, and environment, and undertakes to comply with the same principles and with the provisions of the HSE Terms, where applicable and guarantees that its subcontractors, sub suppliers, third parties hired by the Contractor and its chain of supply will also comply with the same.

**29.5. Contractor Code of Ethics.**

Alternatively, where the Contractor has its own Code of Ethics and antibribery policies, and those in relation to human rights, ENEL may acknowledge such documents, at its full discretion, provided that they relate to principles that are considered similar to those established in analogous ENEL documents.

**30. INTERNATIONAL SANCTIONS AND DECISIONS REGARDING EXPORTS CONTROL.**

30.1. Each of the Parties declares and guarantees to the other that, after due investigation, to the best of their knowledge and on the date of effect of the Agreement, neither of them, nor any of their managers, or the members of its governing body, or shareholders that hold at least five per cent (5%) stake in any of the Parties or in any company owned by any of the Parties, whether it be owner of at least fifty per cent (50%) or controls in any other way, or is under the common control of an ultimate guarant, are:

- i. subject to sanctions, or

- ii. take part in any activity or have taken part previously in any activity that may result in exposure to sanctions. "Sanctions" shall be understood as all applicable economic or financial sanctions or imposed commercial seizure based on laws, regulations, executive orders, restrictive measures, or other related regulations imposed or publicly notified by:
- a) the United Nations.
  - b) the European Union.
  - c) the Government of the United States, including those administered by the Office of Foreign Assets Control of the United States Department of Treasury.
  - d) Her Royal Majesty's Treasury of the United Kingdom; or
  - e) the Republic of Italy.

30.2. Each Party shall fully comply with all legal requirements regarding sanctions in relation with the performance of the Agreement.

30.3. Each Party undertakes to retain and enforce the policies and procedures set forth to prevent the application of any sanction, and to immediately communicate in writing to the other Party the initiation of any proceedings that may result in the imposition of a sanction and, in any case, the application of any sanction during the term of the Contract.

30.4. Moreover, the Contractor declares that, to its knowledge, after due investigation, the subcontractor, sub suppliers, third parties contracted by the Contractor and all its supply chain are not subject to any sanction, and it will immediately notify ENEL, in writing, in accordance to the "COMMUNICATIONS" clause of the current General Conditions, of any circumstances that it becomes aware of regarding the application of any sanction, during the Term of the Contract, against its subcontractors, sub suppliers, third parties contracted by the Contractor and all its supply chain.

30.5. ENEL will be entitled to terminate the Contract, giving a seven (7) calendar-day notice, if the Contractor or any of its subcontractors, sub suppliers, third parties hired by the Contractor and operators within all its supply chain are subject to a sanction during the term of the Contract, or where the Contractor makes misleading statements by virtue of this clause. Only in this last instance shall the Contractor compensate and hold ENEL harmless for any relevant damage, loss, cost, or expense.

30.6. In the abovementioned termination scenarios, the Parties may negotiate in good faith in order to mitigate possible any loss or damage as much as regarding the sanctions or consequences thereof, during the termination notice period. In absence of the said understanding during the course of seven (7) calendar days from the termination notice, the Contract shall be automatically terminated, notwithstanding any other resource that may apply legally or by virtue of the Contract.

### **31. GOVERNING LAW.**

The Contract and all the issues that may arise between the Parties in relation or connection to the same shall be governed and interpreted exclusively according to Portuguese Law which the Contractor and ENEL expressly submit to.

The Contract will be governed by the legislation in force in the country in which the contracted activities take place, unless defined otherwise in the Contract.

### **32. JURISDICTION AND DISPUTE RESOLUTION.**

The parties expressly waive any other jurisdiction to which they may be otherwise entitled, and agree to submit any controversy, issue, incident, or dispute which may arise between them as regards the Contract interpretation, performance and compliance that cannot be settled by amicable means between ENEL and the Contractor, to the courts and tribunals of (Metropolitan) Lisbon.



ANNEX I. ABSTRACT GUARANTEE PAYABLE ON FIRST DEMAND TEMPLATE.

**ABSTRACT GUARANTEE PAYABLE ON FIRST DEMAND TEMPLATE**

The bank ....., in the name and on behalf of Mr/Mrs/Ms .....and Mr/Mrs/Ms..... holding sufficient powers to bind the parties in this act, hereby joint and severally guarantees, in the broadest possible way required by Law, .....(**Contractor**) before.....(**ENEL Group Company**), up to the amount of ..... (.....), to account for the duties undertaken by .....(**Contractor**) resulting from Contract/Framework Agreement no. .... entered into with (**ENEL Group Company**), as well as to account for, where required, the duties undertaken by (**Contractor**) for all the Delivery Orders or derivative Contracts.

This guarantee takes the form of an abstract guarantee payable on first demand, whereby the Bank..... undertakes to pay up to the above-mentioned maximum amount on first written demand by the (**ENEL Group Company**). Such request shall be endorsed by the representative/s of (**ENEL Group Company**) with sufficient authorisation and shall be issued in the Bank office located at.....

The Bank's payment obligation is abstract and the latter expressly waives the benefits of order, excussion and division, and undertakes to meet any request put forth by (**ENEL Group Company**) in relation to this guarantee, paying this Company the amount requested, to this effect, it is sufficient for this request to be made by (**ENEL Group Company**) in writing and in the form provided in the preceding paragraph, no excuse or exception shall be admissible, including opposition by (**Contractor**) to enforcement of this guarantee. (**ENEL Group Company**) shall notify (**Contractor**) of the presentation of any payment order by virtue of this guarantee, providing its cause and motive.

This abstract guarantee is exclusively governed by Portuguese law and expires on.....

The signatories of this guarantee are duly authorised to act in the name of and on behalf of the Bank as per the article ..... Of the Statutes that regulate the bank, this represents one of the operations that it may perform in accordance with its purpose.

This guarantee has been registered under number.....

Local, Date



**ANNEX II. COMMUNICATION TEMPLATE FOR SUBPROCESSORS OF THE PROCESSING OF PERSONAL DATA**

<b>COMPANY</b>	<b>PRODUCTS OR SERVICES</b>	<b>TYPE OR CATEGORY OF THE DATA PROCESSED</b>	<b>ADDRESS</b>