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1. SCOPE

1.1. This "Annex III Chile" shall apply to all contracts governed by Chilean law and executed between ENEL Group companies and the Contractor for the purpose of acquiring Software, Cloud Services and maintenance/support services to the Software and Cloud Services.

This Annex III Chile is attached to and forms an essential and integral part of the ENEL Group General Terms and Conditions for the acquisition of Software, Cloud Services and maintenance/support services to the Software and Cloud Services (the General Part and the Annex are hereafter collectively referred to as the "General Conditions").

1.2. The Contract shall identify the Web page where these General Conditions may be made accessed. An electronic or hard copy of the General Conditions shall be sent to any Contractor, if requested thereby, that is unable to access the Web page.

SECTION I – ANNEX III CHILE

GENERAL CLAUSES

This section applies to the acquisition of Software, Cloud Services and maintenance/support services to the Software and Cloud Services specified in article 1 "Scope," of the General Part.

2. LANGUAGE

2.1. The original version of this Annex III Chile is in Spanish.

2.2. In the event of any discrepancy between the original Spanish version of this document and any translations to other languages, the original Spanish version shall prevail.

3. INVOICING AND PAYMENT TERMS

3.1. Invoicing

3.1.1. The following items shall be included in the same invoice but listed separately:

- a) Any works contracted with management charges additional to those agreed in the Contract.
- b) Increases that have already been invoiced through the application of the revision formulas set forth in the Contract. In such case, documents supporting the values of the indexes applied as well as a detailed description of the relevant revision formula shall be provided.

3.2. Payment Terms

3.2.1. All payments made before the Provisional Acceptance, in accordance with the provisions of the Contract, shall be considered payments against the final price. If no performance bond for the Contract has been submitted, the Contractor shall provide ENEL with a financial guarantee jointly with each potential payment, in compliance with the requirements established in these General Terms and Conditions, as security for said payments.

3.2.2. All invoices shall be paid, subject to prior verification by ENEL of compliance with the contractual conditions, within the deadline set forth in each case and, failing this, on the first bulk payment date falling at least ninety (90) calendar days after the date it is recorded in ENEL's General Registry, or from the date the invoice is approved, if later than registration in ENEL's General Registry.

4. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

4.1. Under no circumstances shall any contractual relationship be inferred between any subcontractors or assignees of the Contractor and ENEL. The Contractor shall be liable at all times for all the activities of said subcontractors or assignees, including for compliance with all contractual, legal and tax obligations deriving from their work, as well as for any damage or loss caused to ENEL by any of the Contractor's subcontractors, assignees, agents, advisors or employees.

4.2. ENEL shall not be held liable vis-à-vis any subcontractor or assignee, nor any employee thereof, for any claims arising directly or indirectly from the Contract and, for such purpose, the Contractor undertakes and agrees before ENEL to implement all possible measures to prevent said claims from being filed and/or processed. Consequently, the Contractor shall be liable to ENEL and agrees to indemnify and hold ENEL harmless for any claim, judicial or extrajudicial, or proceedings brought against the latter by any subcontractor or assignee, or by any employees thereof. The above-mentioned indemnity shall cover the full amount owed by ENEL, including all expenses or costs of any nature incurred by ENEL as a result of said claim. Breach by the Contractor of the provisions established in this section shall be considered a serious breach and shall entitle ENEL to terminate the Contract, as of right or ipso facto, for Contractor breach, without requiring any judicial declaration in this regard and notwithstanding any other legal claim to which ENEL may be entitled.

4.3. In the event the Contract is assigned or subcontracted, the Contractor undertakes to obtain the assignee's or subcontractor's prior acceptance of its obligations vis-à-vis ENEL deriving from the contractual, legal, labor, confidentiality and safety requirements, and shall be required to provide ENEL with the relevant justifying documents.

4.4. In accordance with the above, ENEL may at any time inspect and oversee the work or production of the assignee or subcontractor, as well as compliance with its obligations. The subcontractor or assignee shall provide ENEL with all assistance required for such purpose (documents; reports; open access to its factories, workshops or facilities; etc.).

4.5. ENEL reserves the right to decide during the provision of services the removal of any subcontractors or assignees, according to its own judgment.

5. ASSIGNMENT OF RIGHTS AND RECEIVABLES

5.1. ENEL may, subject solely to notice to the Contractor, assign its collection rights or payment obligations arising from the Contract to any other ENEL subsidiary.

6. CONTRACTOR'S WARRANTIES

6.1. The Warranty Period for the materials and equipment as well as for the contracted services shall be as established in the Contract and, if not specified, shall be one (1) year from the date of the Provisional Acceptance Certificate. If this Certificate is not signed, the one-year period shall begin when ENEL accepts the delivery of the material or when completion of the contracted services has been notified.

6.2. If upon expiration of the Warranty Period at least six (6) months have not elapsed since implementation of ENEL's main facility covered thereby or covered by the Contract, the Warranty Period shall be automatically renewed until said six (6) months have elapsed, unless the materials or equipment provided by the Contractor had to be repaired or replaced, in which case, they shall be guaranteed for a term equal to that of the Initial Warranty Period. Under no circumstances shall this result in increased costs for ENEL.

6.3. After the Warranty Period has expired and the Final Acceptance has taken place, ENEL may, for its own exclusive benefit, either directly or with the assistance of third parties, freely modify or alter the materials and equipment subject to the Contract, the buildings constructed or the facilities set up, even if they are covered by licenses, patents or other industrial property rights in favor of the Contractor, and ENEL shall maintain the required confidentiality in relation thereto.

7. ECONOMIC GUARANTEE

7.1. Guarantee of full, complete and timely compliance with the Contract

7.1.1. Before signing the Contract, the Contractor shall submit a Guarantee in favor of ENEL for an amount equivalent to 10% of the amount of the items or services provided and, in the case of service contracts, said guarantee shall be granted in an amount equivalent to one monthly fee, which shall state: "To ensure full, complete and timely compliance with the Contract." This Guarantee shall be returned to the Contractor once the supply or service has been received, to the full satisfaction of ENEL, and once ENEL has made the relevant discounts and verifications, within no more than ninety (90) days.

7.1.2. The Contractor shall, once the supply or service has been received, to the full satisfaction of ENEL, grant a guarantee in favor of ENEL for an amount equivalent to 5% of the value of the items or services provided in order to guarantee the proper implementation and performance of the supply or service. This Guarantee shall be returned to the Contractor once the Warranty Period for the items or services provided has ended and once ENEL has made the relevant discounts and verifications, within no more than ninety (90) days.

7.2. Guarantee of compliance with labor and social welfare obligations

7.2.1. As regards service contracts that are labor intensive, the Contractor shall submit a guarantee for the compliance with labor and social welfare obligations, which shall be calculated based on the number of workers of the Contractor that are involved in performing the Contract, and on the number of years applicable to the compensation, taking into account the pre-notice month and the term of the Contract. The guarantee certificate shall be renewed on an annual basis, taking into account the cumulative years of service of the workers involved in the Contract. The term of the Guarantee shall extend at least six (6) months beyond the annual term of the Contract.

7.2.2. The guarantee granted for the final year shall be returned upon completion of the Contract, once the Contractor has submitted all payment settlements, signed and ratified before a notary public, for each worker involved in performing the Contract signed with ENEL.

7.2.3. In the case of service contracts, the Contractor shall only be required to provide one of the above-mentioned guarantees, which shall be the guarantee for the highest amount, as determined from a comparison thereof.

8. PROCESSING OF PERSONAL DATA

8.1. If the Contractor needs to access personal data for which ENEL is responsible in order to perform the Contract, the provisions of this section shall be applicable.

8.2. The above-mentioned data that is processed and managed by the Contractor shall at all times remain the responsibility of ENEL.

8.3. In particular, the Contractor represents and warrants that:

- a) the data shall be processed in accordance with the legislation in force as well as with the criteria, requirements and specifications established in the Contract or, failing this, as instructed by ENEL from time to time;
- b) the personal data to which the Contractor has access due to its provision of the contracted supplies or services will not be applied nor used for any purpose other than that specified in the Contract;
- c) it shall directly return to ENEL, within fifteen (15) calendar days from the date the supply or service is completed in accordance with the provisions of the Contract, any personal data that was processed;

- d) it shall destroy any document, medium or copy of the personal data subject to processing under the Contract and that could not, for whatever reason, be returned under the terms set forth in the preceding paragraph. Nevertheless, the data shall not be deleted if there is a legal provision that requires its conservation, in which case the Contractor shall store and duly lock the above-mentioned data.
- e) it shall neither communicate nor disclose the personal data provided thereto for provision of the contracted supplies or services to any other natural or legal persons;
- f) it shall adopt, in relation to the processing of the data provided by ENEL, the necessary technical and organizational measures as required by applicable regulations, as well as those measures as required by ENEL in the Contract, in order to ensure the security of the personal data and to prevent its alteration, loss, processing or unauthorized access, taking into account the state of the technology, the nature of the stored data and the risks presented, whether due to human action or physical or natural causes. These measures shall cover, without limitation, hardware, software, recovery procedures, back-up copies and data derived from personal data, whether displayed on screen or in print; and
- g) if the international transfer of data is required to provide the supply or service, the Contractor undertakes to provide ENEL with sufficient advance notice so that the latter may request the relevant authorizations, without which the Contractor may not carry out said transfer.

8.4. Notwithstanding the provisions of paragraph (e), *supra*, in the event that ENEL authorizes the subcontracting of any services to third parties, thereby requiring that these third parties also have access to the personal data covered by this section, the Contractor undertakes, prior to the execution of such subcontracting, to have an agreement jointly signed by the Parties and the subcontractors under which the latter expressly accept that they shall assume liability for the proper processing of the personal data to which they have access, under the same provisions as set forth in this section, as well as for compliance with all obligations arising from the data protection regulations.

8.5. The Contractor shall indemnify and hold ENEL harmless against any claim that may be filed, to the extent said claim is based on a breach by the Contractor of the provisions of this section, and further agrees to pay any sanction, fine, indemnity, compensation for damage or loss and interests that ENEL may be sentenced to pay as a result of such breach.

9. PROTECTION OF THE ENVIRONMENT

9.1. Materials and Equipment

9.1.1. The Contractor undertakes to adopt appropriate measures to ensure strict compliance with its obligations under all applicable environmental legislation and regulations in force, and in particular in relation to its obligations regarding proper packaging and labeling of the products delivered (packaging, manufacturing and expiration dates, etc.), as well as regarding the returnability of packages containing chemical products that are deemed to be a dangerous compound by virtue of the legislation in force, notwithstanding any other legal provisions that may come into effect in furtherance of the aforementioned, and shall repair any damage caused by breach of the applicable environmental regulations in force.

9.1.2. The Contractor undertakes to provide, whenever possible, products or materials using ecological packaging, as well as products or materials with a longer useful life, lower costs and lower potential for generating waste product, and which best protect indoor environmental quality.

9.1.3. The Contractor undertakes to ensure that the elements used in its materials and equipment are neither carcinogenic nor chemically instable.

9.1.4. The Contractor shall follow all restrictions on the commercialization of dangerous substances and compounds as established by applicable environmental legislation and regulations, as well as by any legal

amendments thereto. In particular, the Contractor shall evidence the absence of PCBs in equipment lubricants and of CFCs, HCFCs, halons, etc., subject to commercial restrictions.

9.1.5. The Contractor shall be responsible for ensuring that transportation complies with applicable legislation and regulations. As for the transport of dangerous substances, whether raw materials or waste, authorization for transport of dangerous substances, authorization under the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or the required authorization in the case of maritime transport shall be available in case requested.

9.1.6. Products or materials shall be unloaded in accordance with the procedures duly established to ensure compliance with the applicable regulations on handling hazardous substances.

9.1.7. The Contractor shall, to the extent possible and even when not legally required, re-use or recycle the waste generated from its products or materials.

9.1.8. ENEL reserves the right to monitor or oversee proper waste management by the Contractor.

9.1.9. In the event the Contract involves the acquisition of substances, either as a compound or contained in other elements, including but not limited to the following:

- Insulating oils
- Lubricating oils
- Greases
- Paints, inks (including toner) and varnishes
- Solvents
- Chemical products
- Electric batteries
- Gas (in cylinders or equipment)
- Fuel (diesel, fuel oil)
- Laboratory reagents
- Cleaning products

The Contractor shall confirm its compliance with the regulations in force on the receipt, assessment, authorization and restriction of chemical substances and compounds, providing the safety, handling and storage sheets for the substances or compounds delivered and produced in accordance with applicable regulations. The safety sheet shall describe the uses for the substances or compounds delivered. The energy efficiency of the equipment shall also be taken into account.

9.1.10. The Contractor undertakes to manage the empty containers used to deliver the substances, in accordance with the relevant applicable regulations, and further undertakes in all cases to remove such containers when so requested and made available to the Contractor by ENEL for such purpose, bearing full liability for compliance with the applicable transport regulations, as set forth in the preceding paragraphs. The Contractor shall also be required to remove the packaging used for transport under the conditions and within the periods established in the Contract, or if not specified, the Contractor shall, if so requested by ENEL, remove the packaging from previous deliveries when making subsequent deliveries.

Contractors supplying electronic equipment shall comply with all conditions imposed by the regulations in force, paying particular attention to electricity meters, computers and monitoring equipment, which the Contractor shall remove at the end of their useful life, establishing the appropriate logistics to return the supplies at no cost to ENEL.

9.2. Works and/or Services

9.2.1. The Contractor shall be aware of and verify that its employees are aware of, understand and implement all applicable environmental protection, energy efficiency and indoor environmental quality requirements and regulations in order to carry out the works or services.

9.2.2. The Contractor shall guarantee and, as the case may be, evidence, that the employees performing the Contract have or will receive the proper theoretical and practical training required and, in particular, that they have all received the training required to ensure their proper conduct in relation to the environment and to reduce the risk of an accident with environmental effects. This training shall cover the obligations applicable thereto by virtue of the Environmental Management System documents, if such system has been or is being implemented, as is usually the case in ENEL's businesses.

9.2.3. The Contractor shall provide its employees with the means necessary to ensure that the works or services can be carried out in an environmentally friendly manner. Furthermore, the Contractor undertakes to comply with all applicable legal requirements, as well as with all requirements deriving from the Environmental Management System, if such system has been implemented at the facilities subject to the Contract. The Contractor shall provide relevant information on the activities covered by the Contract in order to assist in the calculation of ENEL's Carbon Footprint (in this same regard, information on the Carbon Footprint of the Contractor's activities shall also be assessed).

9.2.4. The Contractor shall provide its employees with the means necessary to ensure that the works or services can be carried out in an environmentally friendly manner, taking into account efficient energy use and indoor environmental quality. Similarly, the Contractor undertakes to comply with all applicable legal provisions as well as with the requirements of the Environmental, Energy or Indoor Environmental Quality Management System, if implemented at the facilities covered by the Contract.

9.2.5. The Contractor shall be liable for any environmental incident or accident caused thereby in the provision of the works or services, and ENEL reserves the right to hold the Contractor liable for all claims and expenses arising from breach of the Contractor's environmental obligations. The Contractor shall adopt appropriate measures to ensure strict compliance with all environmental legislation and regulations in force applicable to the works and shall repair any damage caused as a result of any breach of the applicable regulations in force.

9.2.6. The Contractor shall develop a plan for the prevention of environmental risks and hazards arising from the provision of the works or services. This plan shall be delivered to ENEL when requested thereby. Furthermore, in order to avoid any incident, the Contractor shall adopt appropriate preventive measures to ensure compliance with applicable regulations in force, as well as any measures established under environmental best practices, such as:

- Properly store and handle chemical products and toxic and dangerous goods or waste, ensuring that incompatible chemical products are stored separately and preventing the mixing of waste.
- Clearly identify environmentally hazardous areas and waste.
- Prevent leaks, spills and pollution of soil, waterways or channels.
- Prohibit employees from making fires or flushing or engaging in uncontrolled disposal of waste.
- Prevent dust or other emissions in the transport of materials.
- Comply, in particular, with the prohibition against any type of uncontrolled dumping, as well as against leaving any kind of waste in the zone where the contracted works or services are being performed. This zone shall be kept clean and orderly, to the extent possible, during each working day and, in particular, at the end of each day. In addition, the environmental procedures of any Environmental Management System applicable to the works being performed, if implemented at the facilities covered by the Contract, shall be complied with.

- Properly separate all waste, placing enough covered containers, properly labeled and in good conditions, at the place of performance of the works, when, as a result of said performance, waste is generated that subsequently needs to be properly managed by an authorized manager and in accordance with the applicable environmental regulations. The Contractor shall deliver to ENEL, when requested by the latter, a copy of the waste transport, handling and disposal documents, as required by applicable regulations, as well as legal authorizations for the carriers and managers used.
- Once all the contracted works or services have been provided, the Contractor shall leave the work area clean and shall remove, after the work has been completed, any remains, debris, containers, packaging, scrap metal and any other kind of waste generated and remaining in the work area. The Contractor shall be responsible for and bear all costs for the removal, transport and authorized management thereof.
- Furthermore, the Contractor shall adopt appropriate measures to ensure strict compliance with the environmental regulations in force that are applicable to said works or services.

9.2.7. The Contractor undertakes to immediately notify the ENEL technician supervising the works or services of any environmental incident or accident that may arise in the performance of the Contract and shall be required to submit a written report of the facts and causes.

9.2.8. In the event of any environmental incident or accident, the Contractor undertakes to comply with the instructions of the ENEL technician supervising the works or services.

9.2.9. If any of these provisions are breached, the ENEL technician supervising the works or services may stop the work. In such case, the Contractor shall bear all losses incurred and, in any case, breach of the obligations related to maintenance of the work zone shall result in a deduction of the costs incurred plus 10% of this amount from the invoice, as a sanction.

The Contractor agrees to apply these requirements to any works or services to be performed at any ENEL or third party facilities.

10. ETHICAL CONDUCT RULES

10.1. General

10.1.1. As regards the management of its business activities and relations with third parties, the ENEL Group acts in accordance with the "General Principles for Criminal Risk Prevention." The Contractor undertakes to comply with said principles or other equivalent principles in managing its business and relations with third parties.

These principles and the full Code of Ethics are available on the following Web pages:

- Enersis:

<http://www.enersis.cl/es/conoceenersis/gobierno/Paginas/codigoeticoplantcc.aspx>

- Endesa Chile:

<http://www.endesa.cl/es/conocenos/gobierno/Paginas/codigoetico.aspx>

- Chilectra:

<http://www.chilectra.cl/wps/wcm/connect/ngchl/ChilectraCl/La+Compania/Gobiernos+Corporativos/Codigo+Etico+y+TCC>

10.2. Conflict of Interest

10.2.1. The Contractor (if a natural person) hereby and henceforth represents and warrants that:

1. it does not perform any senior management duties (director, senior manager with strategic responsibilities) within any ENEL Group companies nor is an employee or statutory auditor of the ENEL Group;
2. it does not have within ENEL Group companies any family members/relatives (up to second-degree), non-legally separated spouse/live-in partner/spouse or children of its partner that are related thereto by blood or affinity; and
3. it, nor any of its family members (non-legally separated spouse or first-degree relatives), has, within the last twenty-four (24) months, nor currently holds, any positions in Government Agencies or Organizations in charge of public services that have a direct connection to the activities performed by any of the ENEL Group companies (granting concessions, oversight activities, etc.).

The Contractor (if a legal person¹) hereby and henceforth represents and warrants that:

Based on its knowledge of its corporate structure, no member of its governing bodies, including management or oversight bodies (as well as trust companies):

- a. is a member of Senior Management, the Management Bodies or the Audit Committee nor serves as an executive with key responsibilities in any ENEL Group company, nor is a relative (including second-degree relatives), spouse, partner, child of a spouse or partner, or dependent (by kinship or marriage) of said members;
- b. is a worker of any ENEL Group company or relative (including second-degree relatives), spouse, partner, child of a spouse or partner, or dependent (by kinship or marriage) of a worker of any ENEL Group company; and
- c. has, including both the member and his/her family members (non-legally separated spouse or first-degree relatives), within the last twenty-four (24) months, nor currently holds, any position in Government Agencies or Organizations in charge of public services that have a direct connection to the activities performed by any of the ENEL Group companies (granting concessions, oversight activities, etc.).

The Contractor, for as long as it is actively considered the Contractor, undertakes to notify ENEL of any change that may subsequently arise to the information provided before the Contract was signed.

11. GOVERNING LAW

11.1. The Contract shall be governed by Chilean law and any disputes or conflicts that may arise from or related in any manner to the Contract, including existence, validity or termination thereof, shall be submitted to arbitration in accordance with the Procedural Arbitration Regulations of the Arbitration and Mediation Center of Santiago in force as of the date so requested, and in accordance with the following rules: (a) the arbitration panel shall be comprised of one arbitrator appointed by the Parties by mutual agreement. In the event the Parties are unable to reach an agreement, they hereby grant a special irrevocable power of attorney to the Santiago Chamber of Commerce to appoint, following a written request by either Party, an arbitrator from among the members of the arbitration body of the Arbitration and Mediation Center of Santiago. (b) the arbitrator shall act as a judging arbitrator as regards the resolution of the dispute and as an arbitrating arbitrator as regards the proceedings. (c) no appeal may be filed against the awards of the arbitrator. The arbitrator shall be authorized to resolve on its competence and/or jurisdiction. The language of the arbitration proceedings shall be Spanish.

¹ Public institutions, publicly listed companies, banking institutions and companies controlled thereby are not bound by this statement.

SECTION II – ANNEX III CHILE**PROVISIONS APPLICABLE TO THE SUPPORT SERVICES TO SOFTWARE AND CLOUD SERVICES REFERRED TO IN ARTICLE 1 “SCOPE” AND “SECTION V” OF THE GENERAL PART****12. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS**

12.1. The Contractor undertakes to have the necessary human labor required, in number and qualification, available at all times to perform the Contract in accordance with the highest quality standards defined therein.

12.2. The Contractor states that it is aware of and undertakes to comply with all labor law, social security and occupational risk prevention obligations as well as with all internal ENEL standards applicable from time to time.

12.3. The Contractor, as the sole and exclusive employer of all of its workers, including those workers involved in performing the Contract as well as any other workers carrying out their duties in other areas of the Contractor's company, or even in other companies, works or tasks where it also provides services, shall ensure strict and appropriate compliance with the legal, regulatory and administrative provisions in force on labor and social welfare matters in relation to said workers.

12.4. In particular, the Contractor undertakes, as regards all workers subject to the Contract, to:

- I. Report and pay on a monthly basis and in a timely manner the social welfare contributions and duties for all of its employees to the respective social security and welfare institutions. When filing requirements apply, these contributions shall be paid no later than the last business day of the month in which the relevant filing was made, which shall be the month following the month in which the relevant compensation and salaries were accrued.

If the Contractor reports but does not pay the applicable social welfare obligations within the period mentioned above, this shall be considered a serious breach.

- II. Submit to preventive review procedures carried out by ENEL or by third parties on behalf thereof.
- III. Provide ENEL, when requested thereby, with certification of compliance with labor and social welfare obligations together with a certification of the original employment and social welfare background records issued by the relevant Employment Inspectorate. In addition, at ENEL's request, the Contractor shall provide, within the periods established by ENEL, all documents evidencing compliance with labor and social welfare obligations and, in particular, the following documents:
 - Employment contracts
 - Documentation of legal public holidays
 - Payment sub-register
 - Attendance record
 - Wage payment receipts
 - Register of social security and welfare contribution payments
- IV. Comply with the employment and social welfare obligations within the periods established by ENEL.

12.5. With a view to compliance with the labor and social welfare obligations and, in particular, in relation to occupational risk prevention, the Contractor shall send the following documents to the ENEL User Area on a monthly basis, as requested by ENEL:

- a) Copy of the contributions receipt under Law No. 16.744 for its employees for the immediately preceding month.
- b) Copy of the monthly workplace accident report, which shall be presented to the mutual insurance company of which the company is a member, according to articles 12 and 13 of Decree No. 40, of 1969, of the Ministry of Employment and Social Welfare, published in the Official Gazette of March 7, 1969, approving the Occupational Risk Prevention Regulations.
- c) Photocopy of the individual statement of occupational accidents, which must be submitted to the relevant mutual insurance company for each accident occurring.
- d) Compliance with a risk prevention program in accordance with Chilean law.

12.6. All employees of the Contractor shall be members of a Mutual Insurance Company and shall comply with the provisions of Occupational Accidents and Diseases Act No. 16.744.

12.7. Accidents resulting in disability to any employee shall be immediately reported, and a copy of the Accident Report sent to the mutual insurance company shall also be sent to ENEL's Risk Prevention Department and to ENEL's Representative for the Contract.

12.8. The obligations described in the preceding paragraphs shall also be required for the subcontractor's employees and compliance therewith shall be the sole responsibility of the Contractor.

12.9. Therefore, ENEL shall not be liable for any accidents that may affect the Contractor, its employees, or the employees of its subcontractors in the course of or in relation to the works or services. The Contractor shall provide its workers with all personal protection and work equipment required in light of the nature of the tasks to be performed and shall ensure use thereof by the employees of its subcontractors.

12.10. The Contractor shall be liable for any damage to third parties arising from the services provided, whether by action or omission of the Contractor, its employees or the employees of its subcontractors.