

CONTENT

1. SCOPE OF APPLICATION.....	2
SECTION I - ANNEX II BRAZIL	2
GENERAL CONDITIONS.....	2
2. LANGUAGE.	2
3. BILLING AND PAYMENT CONDITIONS.	2
4. CONTRACT PRICE.	3
5. IMPORT APPLICABLE TAXES AND OTHER CUSTOMS EXPENDITURES.....	3
6. CONTRACT ASSIGNMENT AND OUTSOURCING.	4
7. ASSIGNMENT OF RIGHTS AND CREDITS.	5
8. SUPPLIER WARRANTIES.	5
9. ECONOMIC WARRANTY.....	5
10. PERSONAL DATA MANAGEMENT AND PROTECTION.....	6
11. ENVIRONMENT PROTECTION.....	7
12. LEGAL AND LABOUR OBLIGATIONS.....	10
13. STANDARDS OF ETHICAL CONDUCT.	11
14. APPLICABLE LAW AND CONFLICT SOLVING.	13
15. GENERAL PROVISIONS.....	13
SECTION II - ANNEX II BRAZIL	14
PROVISIONS APPLICABLE TO SOFTWARE AND SUPPORT SERVICES AND CLOUD SERVICES SET FORTH IN ARTICLE 1 "SCOPE" AND "SECTION V" OF THE GENERAL PART.	14
16. LEGAL AND LABOUR OBLIGATIONS, SECURITY AND OCCUPATIONAL HEALTH.	14

1. SCOPE OF APPLICATION.

1.1. This "Appendix II Brazil" applies to contracts governed by the Brazilian law and is signed by companies of the Enel Group and the Supplier, of which object is acquisition of Software, Cloud Services and maintenance/support services to Software and Cloud Services.

This Annex II Brazil is an integral and essential part of the Enel Group General Conditions for Software acquisition, Cloud Services and maintenance/support to Software and Cloud Services, of which is an attachment (General Part and the following Annex "General Conditions").

1.2. The Contract will indicate the Webpage where the General Conditions can be referred. In case the Supplier has no access to the page and want a copy of such Conditions, an electronic or printed copy will be sent.

SECTION I - ANNEX II BRAZIL

GENERAL CONDITIONS

The current section applies to Software acquisition, Cloud Services and maintenance/support of Software and Cloud Services established on the article 1 "scope of application" of the General Part.

2. LANGUAGE.

2.1. However stated on the Clause 4.1 "Language" of the General Part, the original version of the General Part will be in Brazilian Portuguese Language.

2.2. The original version of this Annex II Brazil is the one in Brazilian Portuguese Language.

2.3. However stated on the Clause 6.3 "Interpretation and hierarchy" of the General Part, in case of conflict between the original version of the General Part, written in Brazilian Portuguese language, and the translations to other languages, the one in Brazilian Portuguese language will prevail.

3. BILLING AND PAYMENT CONDITIONS.

3.1. The invoices (or bills) must contain the respective Supplier's Contributor number on INSS (Instituto Nacional do Seguro Social) for the specific activities related to the object of the Contract, as well as the Supplier's inscription number in the city hall for the charge of ISS (Imposto Sobre Serviços).

3.2. Likewise, the invoices must contain:

- Number of order or Contract, and the applicable IPI (Imposto sobre Produtos Industrializados) and ICMS (Imposto sobre a Circulação de Mercadorias) in case of acquisition of materials;
- Expiration date;
- Specification of services and/or materials acquired and their respective identifications;
- Name and CNPJ (Cadastro Nacional de Pessoas Jurídicas) of the respective ENEL company which is making the purchase and/or is the receiver of the services;
- Unit value of materials or equipment;
- Total value of materials or equipment;
- Specification of all fiscal deductions and withholding taxes.

in case ENEL verifies errors, failures or inconsistencies in the invoice, as well as inconsistencies within the Supplier's legal and contractual obligations, payment will be suspended and will only be carried out within 30 (thirty) days after the regularization of the situation by the Supplier.

3.3. The invoice reviewed by the Supplier will have the same payment deadline, counting from the date of reception, as well as the originally sent invoice.

3.4. ENEL will not be responsible for any financial or bank expenditure related to the issuance of invoices.

3.5. Under no circumstances will the Supplier or its subcontractors be allowed the issuance of any debt claim against ENEL or against any other company belonging to the ENEL Group, being the Supplier responsible all expenses, losses and damages arising from violation of this stipulation.

3.6. It will be necessary to separate, in the same invoice, the following items:

- a) Any work contracted by administration in addition to the agreed in the Contract.
- b) Increments already billed by application of adjustment formulas under the Contract. In this case, the reasons for the values of the applied indices must be included, as well as details of the corresponding adjustment formula.

3.7. **Payment conditions.**

3.7.1. Invoices will be paid within the period specified in the Contract, after review and prior approval of ENEL on the fulfilment of contractual conditions; in the absence of express stipulation of payment deadline in the Contract, it will be the first day of massive payment after ninety (90) days from the invoice record date by ENEL, or the date of approval of the invoice, if it is after the record date.

The payment foreign Suppliers will follow the specific procedures provided for in the Contract, which will also specify the formalities demanded from the official institutions such as the INPI (Instituto Nacional da Propriedade Industrial) or the Central Bank of Brazil (BACEN).

3.7.2. Import invoices should follow the customs rules and, in particular, the device contained in the decree of Receita Federal (Ministry of Finance) n. 6759/09 art. 557.

3.7.3. All payments made before the Provisional Receiving, as stipulated in the Contract, will be considered anticipations of the final price. In the cases a financial guarantee for the Contract fulfilment has not been presented, ENEL will retain 10% (ten percent) of the Supplier's billing, according to item 9 of this Annex.

3.8. **Electronic billing.**

3.8.1. If the billing system and payment conditions set forth are met in the preceding items, the Supplier may use the electronic billing system, if ENEL disposes of such a system. If the Supplier chooses to use an electronic billing system, it must be kept for the duration of the contract, or whenever such system is operating.

4. **CONTRACT PRICE.**

4.1. However the provisions in Clause 9.1 of the General Part of the General Conditions, unless otherwise provided in the contract, the price of the Contract will include all applicable taxes, and ENEL will withhold income tax according to the applicable law in Brazil. This way, all payments made to the Supplier are to be free of all withholding taxes.

5. **IMPORT APPLICABLE TAXES AND OTHER CUSTOMS EXPENDITURES.**

5.1. The Supplier will be the only responsible for the payment of all taxes and any other charges, fees or rates existing in Brazil and abroad, if any, resulting from the Contract, which should be properly included in the Contract Price.

The only exception to the previous paragraph are Brazilian taxes described in the following sub-items (i), (ii) and (iii), considering that, abiding to the Brazilian law, ENEL is the legal taxpayer and must directly pay taxes and bear the costs of such payments:

- i. Service Importing:

The following Brazilian import taxes that are charged upon import of products are held by ENEL: ISS, PIS, Cofins, CIDE and IOF.

The withholding income tax (IRRF) will be withheld by ENEL and discounted from the amount to be paid to the Supplier.

ii. Importing equipment:

The following Brazilian import taxes that are charged upon import of equipment are held by ENEL (does not include customs and import expenditures): II, IPI, PIS, Cofins, ICMS and AFRMM.

iii. Local purchase of products:

The difference between interstate ICMS values on the delivery of products by a national company will be held by ENEL.

Therefore, Brazilian taxes described in sub-items (i), (ii) and (iii) above are under the responsibility of ENEL and should not be included in the Contract Price, but should be set out in the proposal, for reference only.

5.2. In case goods and services are supplied by a national company, the SUPPLIER will be responsible for collecting all due taxes in accordance with current legislation, except the varying interstate ICMS rate, which will be under the responsibility of ENEL.

All applicable taxes are to be defined in the proposal in order to quantify the total price: ICMS, ISS, PIS, Cofins and IPI.

6. CONTRACT ASSIGNMENT AND OUTSOURCING.

6.1. In accordance with each specific case, all Supplier agreements or activity with third parties participating in the execution of the Contract will be considered Contract outsourcing.

6.2. All Supplier agreements to transfer to third parties rights and obligations under the Contract will be authorized under assignment, provided that the transfer can only be performed if previously authorized by ENEL, as stated in the terms of the Contract and due Contract Documentation.

6.3. Under no circumstances the existence of a contractual relationship of any kind between subcontractors or assignees and ENEL will be regarded, being the Supplier always responsible for all activities of such subcontractors or assignees, as well as the fulfilment of contractual, legal and tax obligations arising from their work; as well as for damages caused to ENEL by any third parties or assignees, their agents, advisors or workers.

6.4. ENEL will not be responsible to any subcontractor or assignee, or the people thereof, for any direct or indirect resulting claim from the contract, whereby the Supplier agrees and undertakes before the ENEL the due responsibility and power in order to avoid formulation and/or processing of such claims. Consequently, the Contractor will report to ENEL, which will be totally free before any action, judicial or extra-judicial, or procedures aimed against ENEL by any subcontractor or assignee, or their staff. The aforementioned exemption will cover both the value that ENEL may have to pay, as well as the expenses or costs of any nature in which ENEL may incur as a result of such claim. Failure by the Supplier as to this item will be considered a serious breach and will give ENEL the right to terminate the Contract for Supplier non-compliance, regardless of any other appropriate legal action.

6.5. Under no circumstances solidarity or subsidiarity are to be claimed, not of any nature, between ENEL and the supplier, its subcontractors or assignees, or between ENEL and employees or representatives of the Supplier, its subcontractors or assignees, with respect to execution of the Contract.

6.6. In the case of contract assignment or subcontract, the Supplier agrees and bears responsibility for obtaining the prior acceptance, by the third parties, of obligations with ENEL which arise from all contractual, legal, labour, confidentiality and security conditions set forth, being it indispensable to present the related supporting documentation.

6.7. According to the provisions above, ENEL may at any time inspect and monitor the work or fabrications of the third parties, and the fulfilment of their obligations. The subcontractor or assignee is required to work in full cooperation with ENEL as to what is required (documentation, reports, free access to facilities, workshops or premises etc.).

6.8. ENEL reserves the right to reject subcontractors or assignees that during the progress of work are deemed not appropriate to be maintained, in disregard of any compensation towards the Supplier.

7. ASSIGNMENT OF RIGHTS AND CREDITS.

7.1. ENEL may, under the only requirement of notifying the Supplier, assign its collection rights or payment obligations under the Contract, in favour of any affiliated ENEL company.

8. SUPPLIER WARRANTIES.

8.1. The Warranty Period of materials and equipment of a contracted service extends during the time stipulated in the Contract, and in case it is not, it will be of one (1) year from the date of the Provisional Receiving Document. If the Document is not subscribed, the one-year period will be counted from the "agreement" date of ENEL at the material delivery, or the communication of contracted service completion and delivery of documentation, to ENEL, by the Supplier, for the administrative processing of the authorization so that the operation can start, if applicable.

8.2. If the Warranty Period expires before six (6) months from the commissioning of the main ENEL plant, for which the Contract is intended or of which the Contract is object, the Warranty Period will be automatically extended until such six (6) months are elapsed, except when materials or equipment provided by the Supplier have undergone repair or replacement, and in this case will be guaranteed by the time equal to the initial warranty period. In no case this may represent higher costs for ENEL.

8.3. When the final Warranty Period expires, being the Final Receipt ready, ENEL may, for its sole benefit, directly or through third parties, modify or freely change the materials or equipment of the Contract, or the buildings or mounted installations, including when they are under licensing, patents or other forms of industrial property in favour of the Supplier, preserving in any case the due confidentiality.

9. ECONOMIC WARRANTY.

9.1. The Supplier will deliver, before the signing of the Contract, a financial guarantee in favour of ENEL, with a value of 10% (ten percent) of the total service value, or at the discretion of ENEL, equivalent to one (1) monthly bill, under form of bank guarantee, with the following inscription: "To ensure the faithful, full and timely compliance with the Contract."

9.2. ENEL, at its sole discretion, may choose to replace the financial guarantee of the contract by withholding 10% of each invoice as to complete 10% of the contract or service value contracted herein. Such withholding will be used to ensure the faithful and perfect fulfilment of all obligations under the Contract or any other agreement between ENEL and the Supplier and will be returned by ENEL through a formal request from the Supplier, provided it fulfils all the obligations under the contract, free of any contract penalties. The amount of collateral to be returned will include the remuneration obtained by financial investment, with conservative risk profile, made by ENEL, net of withholding taxes that may be charged upon financial investments and income in accordance with current legislation, as well as the possibly relevant contractual penalties, in compliance with the law and the Contract.

9.3. Alternatively, ENEL may, at its sole discretion and at any time, hire external service custody guarantees, transferring the amounts withheld to an agent, which will invest these resources on behalf of Supplier in the financial market, using regular market financial instrument, with conservative and standardized risk profile for all ENEL suppliers. The updated balance of the guarantee will remain blocked by the agent until ENEL indicates the withdraw conditions. This will be returned net of all taxes applicable to the type of financial investment used by the agent and possibly relevant contractual penalties, in compliance with the provisions of the legislation, provided it fulfils all the obligations under the contract.

9.4. In the event of use of foreign custody alternative guarantees indicated in the previous sub-item, the profitability of the investment held by the agent, under its full responsibility, may be distinct from the profitability obtained from investments made directly by ENEL, being the Supplier, in no case, able to claim to ENEL the financial differences due to any profitability variation or any financial losses that may occur by the agent's management or the by the financial investments managers, due to updated collateral value in the form of this clause.

9.5. The costs borne by ENEL by hiring an external service custody guarantees will be transferred in proportion to the Supplier in the form of discounts on invoice payments or equivalent value as a deduction of this proportional cost of guarantees balances already made without such deduction incurring any reduction in obligations by ENEL in constituting the full guarantee amount provided in this Contract.

9.6. The bank guarantee to be delivered must be a financial institution of which risk ratings are updated in at least two first-line *rating* agencies (Standard and Poor's, Moody's and/or Fitch), with grades AA or higher, nationwide. .

9.7. The financial guarantee provided by the Supplier will be valid as soon as the Contract is in effect, even if outstanding contractual obligations are pending, and will be returned upon written request of the Supplier and only after ENEL deducts or withholds any due Contract amounts.

9.8. ENEL may opt to replace the aforementioned guarantee for a 10% (ten percent) retention of each invoice until completed 10% (ten percent) of the service amount, or guarantee amount agreed between the Parties.

10. PERSONAL DATA MANAGEMENT AND PROTECTION.

10.1. If the execution of the Contract requires the Supplier to receive personal information that belongs to ENEL, the provisions in item 10 are to be applied.

10.2. Such data, processed and managed by the Supplier, will remain under the responsibility of ENEL.

In particular, the Supplier states and warrants that:

- a. the processing abide with the legislation in force, as well as the criteria, requirements and specifications set out in the Contract and, if applicable, with the instructions given at any time by ENEL;
- b. The personal data that the Supplier has access to, as a result of the contractual object will not be applied or used for any purpose other than that contained in the Contract;
- c. Will return, directly to ENEL, the personal data processed in a period of fifteen (15) calendar days from the service end date, in accordance with the Contract provisions;
- d. Will destroy any document, complement or copy of the personal data treated under the Contract provisions and which return was not possible for reasons other than the ones mentioned in the previous item. However, will destroy data whenever a legal provision requires its preservation. In this case, the Supplier will retain the data, with due discretion, as oriented by ENEL and in accordance with the law;
- e. Will not communicate or give other individuals or entities the data supplied in occasion of the execution of the Contract object;
- f. Will adopt, in regards to dealing with data provided by ENEL, the technical and organizational measures necessary and required by the applicable law, as well as those agreed in the Contract itself, in order to ensure the security of personal data and avoid alteration, loss, unauthorized treatment or access, originated from human action, or from any physical or natural environment, and should likewise consider the state of technology, the nature of the data stored and the risks to which data is exposed. The measures cover, merely for illustration purposes, hardware, software, recovery procedures, backup and information extracted from personal data displayed on the screen or in print;

- g. If necessary to carry out any international data transfer for the provision of the service, the Supplier is to inform this to ENEL, in advance and in sufficient time to enable ENEL to provide the corresponding authorizations, without which the Supplier cannot perform such transfers.
- h. In particular, hereby acknowledges and agrees to comply with all the principles and rules of Law No. 12,965, of 23 APRIL 2014, which lays down the principles, guarantees, rights and duties for the use of the Internet in Brazil, as well as its subsequent regulation or new laws or regulations that come to be published on the subject. And represents and agrees that eventual penalties provided for in the legislation are always additional and complementary to any other penalties provided for in the Contract.

10.3. Regardless of the device of the paragraph (e) above, if ENEL authorizes the subcontracting of certain services to third parties, which, in turn, involves the supply of personal data referred to in this clause, the Supplier agrees, before such subcontracting, to conclude agreement between the supplier and subcontractor on data confidentiality data, the responsibility of the Supplier and its subcontractor regarding the correct processing of these data, and the responsibility for all damages, and losses resulting from non-compliance.

10.4. The Supplier undertakes to exempt ENEL of any claim submitted in relation to breach of the provisions of this clause and accepts to afford the payment of sums that ENEL is required to pay by reason of penalties, fines, compensation, interest, damages, and losses in general and for which ENEL could be condemned by a breach of Contract.

11. ENVIRONMENT PROTECTION.

11.1. Materials and/or Equipment.

11.1.1. The Supplier agrees to adopt all measures to ensure strict compliance with the obligations arising from the application of all national environmental regulations, whether federal, state, or city requirements and conditions for licenses, grants, authorizations or technical standards that apply to the scope of services. Especially regarding the proper packaging and labelling of the products supplied (date of packaging, manufacturing, product shelf life etc.), return or proper disposal of chemical containers, where such products are considered hazardous under the laws in force, with no limitation to any other legal provision which in the future may be produced on the subject and should restore any damage that is caused as a result of the activities.

11.1.2. The Supplier commits to provide, whenever possible, products or materials with eco-label, as well as having a higher life length, or with lower power consumption that bring on a lower cost and have a smaller waste generation potential, and inform ENEL of such acquisitions.

11.1.3. The Supplier agrees to the elements used in their materials and equipment are not cancerous or chemically unstable.

11.1.4. The Supplier must comply with the market limits of dangerous substances and preparations determined by law, and any future legal amendment on the subject. In particular will prove the absence of PCB in the equipment oil, and the absence of CFCs, HCFCs, halones etc., with commercial constraints.

11.1.5. It is under the Supplier's responsibility the transport of people, materials and waste, conforming to the applicable legislation.

11.1.6. Whenever possible and although it is not a legal obligation, the Supplier will reuse or recycle the waste generated by their products or materials.

11.1.7. ENEL reserves the right to conduct monitoring or control for the correct management of waste by the Supplier.

11.1.8. If within the scope of the Contract the acquisition of substances as such or as a mixture is directly or indirectly included, the following must be cited in approximation not limiting manner:

- isolating oils.

- lubricant oils.
- greases.
- paints (including toner) and varnishes.
- solvents.
- chemical products.
- electrical batteries.
- gases (in bottles or equipment).
- fuels (gasoline, diesel and other).
- laboratory reagents.
- cleaning products.

The Supplier must confirm compliance with the legislation in force of concerning registration, evaluation, authorization and licensing and restriction of substances and chemical preparations, providing the safety data sheet, ensuring the handling and storage in accordance with the proper standards.

The Supplier must ensure the presence of SDS for chemicals at the site of use and storage.

11.1.9. The Supplier agrees on carrying out the management of empty containers in which the product was supplied, complying with the established by the legislation matter, removing them when so requests ENEL, taking full responsibility on complying with standards required for transport, as indicated in previous clauses. The Supplier will also be required to remove the packages in the terms and conditions established in each Contract, or, in case of gaps, the Supplier will carry out such removal when ENEL so requests.

The electronics Supplier must comply with the conditions imposed by the legislation. Special attention will be paid to electronic meters, computers and facilities control equipment, with respect to which the Supplier will be required to remove them at the end of use life, observing the reverse logistics or disposal according to legislation, with no cost to ENEL.

11.2. Services.

11.2.1. The Supplier must meet all applicable requirements and standards, to perform the work and demonstrate through evidence compliance with them.

11.2.2. The Supplier must guarantee, and if necessary prove, that the people who hold the works of the Contract own or have received adequate theoretical and practical training for such, and in particular the necessary training to ensure correct behaviour in relation to the environment and reduce the risk of an accident with environmental repercussions. The training will include the obligations that they compete arising from the Environmental Management System documents, legal regulations, technical provisions and conditions, licenses and permits requirements.

11.2.3. The Supplier will provide for their own means necessary so that work can be carried out respecting the environment and in accordance with the standards and requirements. Furthermore, is obligated to comply with all applicable legal requirements as well as those arising from the Environmental Management System, if one is already deploying the installation object of the Contract.

11.2.4. The Supplier will be responsible for any accidents or environmental damage caused by their activities either by intent, negligence or unforeseeable circumstances. Thus, the supplier must treat the full risk of their activities and be responsible for recovering and remedy any damage caused by them. Activities developed directly or indirectly by the Supplier to perform the contracted services, ENEL reserves the right to charge the Supplier for activities and expenditures that it will have on the environment in administrative, civil and criminal fields by damage to the environment according to the above definitions. The Supplier must ensure the appropriate measures to strict compliance with all applicable national, state and city environmental laws applicable to work and will restore the damage caused as a result from its activities, even if they are in

accordance with the applicable rules and with the Brazilian law, and the damage occurred by unforeseeable circumstances or force majeure.

11.2.5. The Supplier must prepare a risk prevention plan and environmental contingencies related to the work to be performed, which is to be delivered to ENEL, when requested, and to avoid any accident, adopt the appropriate preventive measures to ensure compliance with applicable regulations in force, as well as those that rule good environmental management practices such as:

- Properly store and handle chemicals and goods or toxic and hazardous waste, separating incompatible chemicals together and avoiding the mixing of waste.
- Correctly flag areas and waste with particular environmental impact.
- Prevent leaks, spills and soil contamination, tanks or beds.
- Prohibit employees from carrying out any activities involving fire, letting equipment out without correct storage, as well as indiscriminate water pouring.
- Preventing the emission of dust or other substances during the transport of materials.
- Must observe especially the prohibition of making any kind of uncontrolled discharges and abandon any type of waste in the area involved with contracted services, which should be cared to remain clean and organized as much as possible during, and especially at the end, of each working day, and further having to meet the specified in the environmental procedures of the environmental Environmental Management System and the basic Commitment Plans registered in the relevant environmental authorities or equivalent, applicable to the work to be performed, in case there is not one already implemented in the facilities object of the Contract.
- To properly segregate each waste, the Supplier must place a sufficient number of containers in accordance with the rules in force for segregation, lockable, marked and in good condition in the workplace. Waste when generated, must be collected and packaged in accordance with applicable standards. The allocation must be carried out according to the applicable legal standards by carriers and licensed receivers. The Supplier will deliver ENEL, at its request, copies of shipping and waste disposal documents according to applicable standards and the licenses and permits that enable carriers and receivers used.
- Once all these contracted services are performed, the Supplier is obliged to make the working area clean and free, recovering degraded areas in accordance to the environmental agency, removing, at the end of service, debris, containers, packages, bags, junk and all type of waste generated, being at its own charge the collection, transportation and proper disposal. The recovery of areas should be carried out as the dismantling of temporary structures is taking place, with the Supplier promoting the protection of the area (fencing) to ensure the development of vegetation used in recovery.
- In addition, the Supplier must take appropriate steps to ensure strict compliance with environmental legislation that is applicable to this work.

11.2.6. The Supplier agrees to immediately inform the technical supervisor of ENEL work on any environmental accidents occurring during the execution thereof, and is required to submit a written report of the incident and its causes.

11.2.7. In the event of whatever environmental accident, the Supplier commits to comply with the technical instructions of the ENEL work supervisor.

11.2.8. The technician who oversees ENEL services may paralyse services if any breach of contract is found, in this case the Supplier must be liable for damages caused by such downtime. The breach of obligations related to the conservation of the services place will incur the Supplier having a retention bill of the amounts resulting from damages caused, being also applied a non-compensatory fine of 10% (ten percent) calculated on the total value of loss.

11.3. Licensing requirements:

11.3.1. The Supplier has the obligation to prepare and deliver ENEL the activity reports to prove that the activities comply with the environmental license conditions, environmental plans approved by the environmental agency, grants and the like.

11.3.2. Within the period prescribed by the environmental agency for the required reports delivery, as to the relevant licensing, the Supplier must provide consolidated reports. Every month, the Supplier must send ENEL the partial report of activities that will be part of the consolidated report for delivery to the environmental agency or the competent environmental authority.

11.3.3. Reports to be delivered to the relevant authorities, as well as the partial reports, should bring all the evidence necessary to prove that the activities carried out by the Supplier are within the requirements set by legislation and specific environmental regulatory authorities of the enterprise. These evidences include waste carriers licenses, receivers, mineral and forest materials supplies, granting of water use, registration (ART) of technicians responsible for wastewater treatment, waste management, recovery of areas, including plans on standards, large photographic record activities of compliance, layouts, and other required controls as the legal requirements applicable to the scope of the Supplier's services for the enterprise.

12. LEGAL AND LABOUR OBLIGATIONS.

12.1. The Contract object services will be provided with full responsibility, technical and operational independence, without exclusivity and/or economic monodependence between ENEL and the Supplier and without any kind of subordination and/or personhood between ENEL and the employees and/or Supplier service providers.

12.2. The hiring will not, in any case, create labour bonds between ENEL and employees, representatives or subcontractors of the Supplier, that may be designated to perform the object of this Contract in the premises of ENEL; therefore such employees, representatives or subcontractors will continue hierarchically and functionally subordinate to the Supplier, which must be solely responsible for payment of wages, labour costs and social security, taxes and other costs that arise related to such employees.

12.3. The Supplier must perform the services respecting applicable laws and regulations on labour relations, safety and hygiene, respecting the specific recommendations in this regard are made by ENEL and must, including guide and supervise their representatives and/or employees regarding compliance with such legislation or regulations, under penalty of suspension of work and/or termination of the Contract with no cost deemed to ENEL.

12.4. The Supplier must comply with all contractual clauses in conventions or Collective Class or Union agreements and take full responsibility for the costs arising from the provision of services as well as social security contributions, labour and tax (INSS, FGTS, PIS, ICMS, ISS etc.), related to services and equipment, making their proofs available whenever requested.

12.5. The Supplier must provide an agent to manage the services under the Contract, guide the team on all the set guidelines and perform intermediation with an ENEL official (agent) which is indicated for monitoring the implementation of services.

12.6. The Supplier's agent must be provided with Agent Letter, signed by the responsible Provider present in the Social Contract thereof, authorized to represent the Supplier before ENEL.

12.7. The Supplier's agent must have no employment contract with ENEL, and their function must only be to give necessary information for the proper performance of contracted services.

12.8. The representatives will hold meetings, as many are requested and previously scheduled, to align the needs of the contracted services, as well as a feedback on stated objectives.

12.9. The agent of ENEL will under no circumstances be required to control the activities provided for the execution of the contracted services, having no relationship with any employee of the Supplier, who will be under the exclusive management of the Supplier.

12.10. In case a lawsuit of any kind is started against ENEL, by the Contractor's liability, or a starts because of an act or omission by the Supplier or its subcontractors, ENEL will be granted the right to withhold outstanding payments or existing guarantees, an amount equivalent to what is being claimed, including shares of social insurance and income tax, and must return them to the Supplier, with the necessary corrections after sentence with no appeal possibility, to declare the dismissal of fact or exclusion of ENEL's list of the defendants. In this case, the Supplier will also reimburse ENEL for the amount of hours spent by its lawyers, especially in the preparation of petitions and transport to courts, and those of their representatives, in addition to the judicial and administrative expenses and the cost incurred to produce evidence, serving basis for compensation agreed to be paid the lawyer and the representative of ENEL, except in cases of absence or loss of procedural deadlines by ENEL, with no loss or any compensation action.

12.11. It will be the sole responsibility of the Supplier to pay for expenses related to the hiring of its employees, contractors and/or subcontractors, including and not limited to the following: salaries, side benefits, vacation, extraordinary payments, accident insurance at work, contributions and/or expenses due to social security, the FGTS (Guarantee Fund for Employees) and PIS (Social Integration Program), withholding income taxes and any other labour, contribution or tax expenses, being ENEL free of all liability for any accidents in the supply of materials and/or equipment, labour claims and/or contributory performances, including those on behalf of ENEL, as it comes to different companies and there is no employment contract or employment relationship between ENEL and the employees, agents and/or subcontractors of the Supplier, as stated above.

12.12. According to Decree No. 8262/14, the Contractor must ensure that their employees have a smoke-free environment, being not allowed to have designated smoking areas in their premises and/or where the services or supplies will be carried out.

13. STANDARDS OF ETHICAL CONDUCT.

13.1. Generalities.

13.1.1. The documents listed below are Ethic rules of the Contractor, hereinafter "Ethical Standards". These documents, as well as their respective updates are available on the website www.enel.com.br, in "suppliers", subsection "documents", and are mandatory part of this Contract, as if herein transcribed:

- a. Contractor Ethical Standards;
- b. Commitment to Sustainability;
- c. Zero Tolerance Corruption Plan;
- d. General Principles for Criminal Risk Prevention;
- e. Practice Protocol Relationship with Public Authorities and Public Employees;
- f. Protocol for Receiving and Offering gifts, Souvenirs, Favours and Other Similar in character;
- g. Guidelines 231 - "Guidelines applicable to non-Italian subsidiaries of Enel according to the Italian Legislative Decree No. 231 of June 8, 2001.

13.1.2. The Parties declare that they have access to the content of the documents mentioned in the *caput* of this clause, which were available at the time of this contract, even stating that they have read and understood them, and undertake to abide by them and respect them, and its future updates.

13.1.3. In case of doubts and disagreements between the Ethical Standards and Code of Ethics of the Contractor, provided that it has been submitted to the Contractor must always prevail the most restrictive provision, among them.

13.1.4. If the Contractor does not have access to the Internet, cannot locate or have any difficulty accessing any of the annexes mentioned in this clause and its subclauses, should contact the contact person designated in the clause to receive the same in electronic or physical (print) media.

13.1.5. Failure to request any of the attachments, as in the above clause, will mean clear understanding and acceptance of the terms thereof by the Contractor.

13.1.6. The Parties declare that they will strive to combat all forms of corruption, including extortion and bribery, whether under this Contract or otherwise, including, but not limited to, acceptance of bribes, promises, offers, gifts, favours and/or blandishments in order to get any kind of benefits, is under Private or Public Administration and undertake to respect the provisions of this agreement and its annexes, in particular: "General Part and Annex II Brazil", the set of Contractor Ethical Standards (item 13.1.1) and the guiding principles of the Anti-Corruption Law (Law No. 12,846 of 1 August 2013 and its subsequent amendments or equivalent legislation that may replace it, jointly Anticorruption Law).

13.1.7. Failure by the Contractor to the provisions in Section 13.1.6, including, but not limited to, any breach of the principles of Anti-Corruption law and/or practice of conduct by it prohibited, and the Ethical Standards, allow the Contractor to the immediate termination of this contract, by the Contractor's sole discretion.

13.1.8. If either party becomes aware of the acts that characterize non-compliance to the provisions of item 13.1.6. above must, in addition to seeking all appropriate legal action to correct such acts, inform the Contractor about such, through the following channels: sending e-mail to Enel Ethical Channel (<https://www.ethicspoint.com/>) or sending a letter to the following address of the Internal Audit - Praça Leoni Ramos, 1, bloco 2 - 5º andar - São Domingos, Niteroi/RJ - Brazil.

13.2. Conflict of interests.

The Supplier (if an individual), with the signing of the Contract, states:

1. That does not occupy, within the companies of the ENEL group, senior management functions (director, senior manager with strategic responsibilities), employee of the company or auditor of the ENEL Group;
2. That has not, within the companies of the ENEL group, family / relatives to the second degree / spouse not legally separated / partners / husband or children of their partner / that are linked by them and have consanguinity or affinity;
3. That has not occupied or occupies, both the Supplier and their family members (not separated spouse or first degree relatives) in the last 24 months, positions in government or in Entities of public services that have been directly related to activities carried out by any of the companies of the ENEL group (granting concessions, control activities etc.).

The Supplier (if a legal person¹), with the signing of the Contract, states:

That as a result of the knowledge of the corporate structure, no person belonging to the management bodies, management and control (including companies with participation share):

- a. is a member of senior management or the board of directors or of the Audit Committee or executive with key responsibility in the societies of the ENEL group, nor is any of their relatives to the second degree, spouse, partner, child of a spouse or partner or dependent person (by blood or marriage) of the said members.
- b. is employed in some of the companies of the ENEL group, and neither is relative to the second degree, spouse, partner, child of a spouse or partner or dependent person (by blood or marriage) of the said employee.
- c. occupies or has occupied, both the person and their family members (not separated spouse or first degree relatives) in the last 24 months, positions in government or in Entities of public services directly related to activities carried out by any the companies of the ENEL group (granting concessions, control activities etc.).

The Supplier commits to inform the ENEL any changes that may occur later and in the active condition of Supplier, regarding the declared information before the contract subscription.

¹ The public companies, the entities listed in the stock market, banks and companies controlled by them are not linked to this statement

14. APPLICABLE LAW AND CONFLICT SOLVING.

14.1. This agreement must be governed by the Brazilian law, being the Brazilian courts competent to judge any claim related to the contract, excluding any other court outside of Brazil, unless the Contract states differently.

14.2. In case there are controversies, if the parties fail to reach an agreement on a resolution, recourse to the courts, unless the Contract foresees arbitration, pursuant to Law 9,307/96.

14.3. If the parties decide to hold an arbitration to the settlement of disputes, which must be authorized only by including the corresponding arbitration clause in the Contract, immediately stipulated by the present, that will be applied to the Brazilian law, using preferably the Court of Arbitration Chamber of FGV (Getulio Vargas Foundation) in Rio de Janeiro, with the parties taking in ever since the rules of such chamber.

14.4. The jurisdiction of the District of the Capital of Rio de Janeiro, State of Rio de Janeiro, is elected as competent to resolve issues related to or arising from the Contract, regardless of any other, however privileged, unless expressly provided contrary in the Contract.

15. GENERAL PROVISIONS.

15.1. The Parties agree that the business relationship must meet the most strict and rigorous concepts and principles of ethics, morality and good faith in the conduct of business, including, without limitation, avoid keeping themselves or through third parties, in whole or in part, directly or indirectly, relationships, contacts or business associations with any types or classes of agents who have had involvement in illegal business activities, including activities of unfair or unethical competition, which, depending on the activity carried out, the parties are aware or they should know.

15.2. None of the conditions of the Contract must be interpreted as means to the establishment of a partnership, joint venture, or a relationship of association or trade representation between the parties, each of which is unique, fully and solely responsible for their own actions and obligations.

15.3. The Parties declare, under the penalties established by law, the legal guardians or representatives that sign the Contract are properly constituted according to the respective statutes or Social Scriptures, with powers to perform obligations.

SECTION II - ANNEX II BRAZIL**PROVISIONS APPLICABLE TO SOFTWARE AND SUPPORT SERVICES AND CLOUD SERVICES SET FORTH IN ARTICLE 1 "SCOPE" AND "SECTION V" OF THE GENERAL PART.****16. LEGAL AND LABOUR OBLIGATIONS, SECURITY AND OCCUPATIONAL HEALTH.**

16.1. The hiring will not, in any case, create labour bonds between ENEL and employees, representatives or subcontractors of the Supplier, that may be designated to perform the object of this Contract in the premises of ENEL; therefore such employees, representatives or subcontractors will continue hierarchically and functionally subordinate to the Supplier, which must be solely responsible for payment of wages, labour costs and social security, taxes and other costs that arise related to such employees.

16.2. In case a lawsuit of any kind is started against ENEL, by the Supplier's liability, or a starts because of an act or omission by the Supplier or its subcontractors, ENEL will be granted the right to withhold outstanding payments or existing guarantees, an amount equivalent to what is being claimed, including shares of social insurance and income tax, and must return them to the Supplier, with the necessary corrections after sentence with no appeal possibility, to declare the dismissal of fact or exclusion of ENEL's list of the defendants. In this case, the Supplier will also reimburse ENEL for the amount of hours spent by its lawyers, especially in the preparation of petitions and transport to courts, and those of their representatives, in addition to the judicial and administrative expenses and the cost incurred to produce evidence, serving basis for compensation agreed to be paid the lawyer and the representative of ENEL, except in cases of absence or loss of procedural deadlines by ENEL, with no loss or any compensation action.

16.3. It will be the sole responsibility of the Supplier to pay for expenses related to the hiring of its employees, contractors and/or subcontractors, including and not limited to the following: salaries, side benefits, vacation, extraordinary payments, accident insurance at work, contributions and/or expenses due to social security, the FGTS and PIS, withholding income taxes and any other labour, contribution or tax expenses, being ENEL free of all liability for any accidents in the supply of materials and/or equipment, labour claims and/or contributory performances, including those on behalf of ENEL, as it comes to different companies and there is no employment contract or employment relationship between ENEL and the employees, agents and/or subcontractors of the Supplier, as stated above.

16.4. According to Decree No. 8262/14, the Contractor must ensure that their employees have a smoke-free environment, being not allowed to have designated smoking areas in their premises and/or where the services or supplies will be carried out.