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1. SCOPE

1.1. This "Annex IV Colombia" shall apply to all contracts governed by Colombian 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 IV Colombia 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 the 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 IV COLOMBIA

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 IV Colombia 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. INTERPRETATION

3.1. All issues regulated in this Annex IV Colombia shall be governed first by the terms set forth in the provisions hereof and, on a supplemental basis, by the provisions of the corresponding clauses in the General Terms and Conditions document.

3.2. The preceding paragraph shall not apply to any issues in relation to which this Annex expressly states that such issues shall be directly governed by the provisions of the corresponding clause in the General Part to these General Terms and Conditions.

4. INVOICING AND PAYMENT TERMS

4.1. Invoicing

4.1.1. 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.

4.2. Payment Terms

4.2.1. All payments made before the final settlement is executed, 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 a financial guarantee to ENEL together with each potential payment, in compliance with the requirements established in the General Terms and Conditions, as security for said payments.

4.2.2. 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.

4.2.3. Payments agreed to in a foreign currency shall be made in Colombian pesos (COP) following the Representative Market Rate on the date receipt of the good and/or service is approved.

5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

5.1. 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.

5.2. 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 any provisions of this section shall constitute a severe breach and shall empower ENEL to terminate the Contract due to Contractor breach, notwithstanding any other legal claim to which ENEL may be entitled.

5.3. 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.

5.4. 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.).

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

6. ASSIGNMENT OF RIGHTS AND RECEIVABLES

6.1. 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.

The Contractor may endorse the invoices in accordance with the provisions of the relevant legislation in force.

7. ECONOMIC GUARANTEE

7.1. Form of Guarantees

7.1.1. Guarantee to ensure full, complete and timely compliance with the Contract

7.1.1.1. The Contractor shall grant, at its own expense, within ten (10) days from the signing of the Contract, guarantees in accordance with ENEL's Insurance Framework Agreement and which shall include policies aimed at covering the risks associated with breach by the Contractor of its contractual obligations, including any indemnities or penalties attributable thereto. The coverage, insured value and term of validity requested shall be listed in the contract document and shall be commensurate with the risk level of the operation to be carried out. This requirement shall be deemed equally fulfilled through delivery of Insurance Policies or Bank Guarantees issued by first-rank financial institutions.

7.1.2. The Contractor shall grant, at its own expense, within ten (10) days from the signing of the Contract, guarantees in accordance with ENEL's Insurance Framework Agreement and which shall include policies aimed at covering the risks associated with breach by the Contractor of its contractual obligations, including any indemnities or penalties attributable thereto. The coverage, insured value and term of validity requested shall be listed in the contract document and shall be commensurate with the risk level of the operation to be carried out. This requirement shall be deemed equally fulfilled through delivery of Insurance Policies or Bank Guarantees issued by first-rank financial institutions.

7.1.3. Policies contracted by the Contractor shall have the term set forth in the section on guarantees of the contract document. However, for performance bonds, a minimum term equal to the duration of the execution period for the Contract plus three (3) months shall be established. In any case, all policies shall remain in force for the duration of the contractual relationship.

7.1.4. If the Contractor does not grant or modify the guarantee as requested, ENEL may withhold from the relevant invoices either 10% of the value of the Contract or the amount of the guarantee agreed by the Parties.

7.1.5. The Contractor undertakes to provide written notice to the insurance company backing its guarantees, as well as to request confirmation therefrom of its coverage, in the event of any amendment to the terms and conditions of the Contract and/or purchase order. The Contractor shall have ten (10) business days from the execution of the amendment to deliver the certification issued by the insurance company approving the amendment.

7.2. Return of Guarantees

7.2.1. The performance bank guarantee for the Contract shall be returned within ninety (90) calendar days from settlement of the Contract, in which both Parties have been declared free from any liability, following the written request of the Contractor.

8. PROCESSING OF PERSONAL DATA

8.1. In accordance with Law 1581 of 2012, if the Contractor is required to have access to personal data in order to perform the Contract and said data is processed and managed by the Contractor, either directly or at the request of ENEL, the Contractor represents and warrants that:

8.2. 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 with the recommendations given at any time by ENEL.

8.3. If the Contractor has received personal data by any means, it undertakes to obtain due authorization from the data subject and to properly report on the intended use of the data. The Contractor shall have evidence or proof of this authorization.

8.4. Personal data to which the Contractor has access shall neither be applied nor used for any purpose other than that set forth in the Contract nor shall be subject to any processing other than that approved by the data subject.

8.5. It will address any questions or complaints submitted by the data subjects in accordance with the terms set forth in the regulations in force.

8.6. It shall properly update, correct or delete any data of the data subjects as required under the terms set forth in the regulations in force.

8.7. It shall update the information of data subjects provided by ENEL within five (5) business days from receipt thereof.

8.8. It shall adopt an internal handbook on policies and procedures to ensure that any questions or complaints submitted by the data subjects are handled properly.

8.9. It shall refrain from disclosing information that is being challenged by the data subject and which has, by order of the relevant competent authority, been blocked.

8.10. It shall return any personal data that was processed to ENEL, within fifteen (15) calendar days from termination of the Contract, which shall be certified by the Contractor's legal representative;

8.11. It shall destroy any document, medium or copy of the personal data subject to processing under the Contract and that could not otherwise be returned. Nevertheless, the data shall not be deleted if there is a legal provision that requires its conservation, in which case the Parties shall store the said data. This shall be certified by the Contractor's legal representative.

8.12. It shall neither communicate nor disclose the personal data provided thereto as a result of the legal relationship to any other natural or legal persons and shall maintain the required confidentiality in relation to the processing for which it is authorized.

8.13. It shall adopt, in relation to the processing of the data provided, the necessary technical and organizational measures as required by relevant applicable regulations 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

8.14. It undertakes to obtain authorization to handle process and transfer personal data on each of its employees and workers with a view to verifying compliance with labor law, social security and occupational risk prevention obligations, as well as with any other obligations set forth in the Contract.

8.15. If the international transfer of data is required to provide the 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.

8.16. Notwithstanding the provisions of paragraph 8.12, *supra*, in the event that the Contractor carries out any activities through third parties, thereby requiring that these third parties also have access to the personal data covered by this section, the Contractor undertakes to execute an agreement in advance with the third party under which the latter expressly accepts that it shall assume liability for the proper processing of the personal data to which it has 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.

8.17. The Contractor undertakes to indemnify and hold ENEL harmless against any claim that may be filed, to the extent that said claim is based on a breach by the Contractor of the provisions of this section or of any other applicable legal provisions.

9. PROTECTION OF THE ENVIRONMENT

9.1. Materials and/or Equipment

9.1.1. The Contractor undertakes to adopt appropriate measures to ensure strict compliance with its obligations under all applicable State, Autonomous Community, Regional, Provincial and Local environmental legislation, 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 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.

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 law, 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.

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 in each jurisdiction.

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, as such, either as a compound or contained in other elements, including but not limited to:

- 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

9.1.10. The Contractor shall confirm its compliance with the legislation 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 the legislation in force. The safety sheet shall describe the uses for the substances or compounds delivered.

9.1.11. The Contractor undertakes to manage the empty containers used to deliver the substances, in accordance with the relevant legal provisions, 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.

9.1.12. Contractors supplying electronic equipment shall comply with all conditions imposed by the legislation in force, paying particular attention to electricity meters, computers and facility 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.

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 at www.enel.com.

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 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.).

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

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;

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

- b. is an employee 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 an employee 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 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.).

10.2.3. 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. GLOBAL COMPACT

11.1. In accordance with the corresponding clause in the General Part of these ENEL Group General Terms and Conditions for Software, Maintenance Services and Cloud Services.

12. GOVERNING LAW

12.1. The Contract and any dispute that may arise between the Parties in relation or connection thereto shall be exclusively governed by Colombian law, to which both the Contractor and ENEL hereby expressly submit.

12.2. In the event of any conflict between the Parties in relation to the interpretation of the Contract that is not resolved within a direct resolution period between the Contractor and ENEL within thirty (30) days from the date on which one of the Parties provided written notice to the other Party of a conflict giving rise to litigation, discrepancy or disagreement between the Parties, resulting from the interpretation and/or application of the Contract, performance of the work, provision of the service or delivery of the materials or equipment agreed in the Contract or from the provisions or stipulations directly or indirectly related thereto, they shall be resolved by the ordinary jurisdiction of Colombia.

SECTION II – ANNEX IV COLOMBIA**PROVISIONS APPLICABLE TO THE SUPPORT SERVICES TO SOFTWARE AND CLOUD SERVICES REFERRED TO IN ARTICLE 1 “SCOPE” AND “SECTION V” OF THE GENERAL PART****13. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS**

13.1. 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 the internal ENEL standards, and undertakes to comply with all applicable obligations from time to time.

The Contractor therefore undertakes to:

- a) Pay wages, overtime, and work on Sundays and holidays and other labor items.
- b) Register all workers in the social security system established in the legislation in force in Colombia, including:
 - a. Healthcare
 - b. Pensions
 - c. Occupational risks
- c) Pay all legal and extralegal amounts agreed between the Contractor and its employees.
- d) Make all parafiscal contributions as established and required by law:
 - a. National Education Service (*Servicio Nacional de Aprendizaje - SENA*)
 - b. Colombian Institute of Family Well-Being (*Instituto Colombiano de Bienestar Familiar - ICBF*)
 - c. Compensation Funds
- e) Perform incoming and outgoing medical examinations for each worker.

13.2. In the event of non-payment of wages to the Contractor's employees involved in performing the Contract, the Contractor authorizes ENEL to directly pay such amounts to the employees on behalf of the Contractor. These amounts may be discounted from any amount owed by ENEL to the Contractor, which shall under no circumstances be considered conduct constituting labor subordination, as the payment is being charged to the Contractor.

13.3. The Contractor shall notify the ENEL manager, within 30 days from the date on which it became aware or should have been aware of the relevant legal claim, of any garnishments of any type and any executory attachment proceedings and labor claims of workers that were involved in performing the Contract, stating the court, reason for the claim or embargo and the amount.

13.4. The Contractor shall deliver and present to the ENEL manager, as requested thereby and during the term of the Contract, the information requested on its employees, including CVs, list of the personnel involved with the Contract, copy of receipts proving payment of wages, benefits, indemnities, paid time-off, settlements, fees, compensations, payments to the Comprehensive Social Security System for health, pensions, occupational risks, Family Compensation Fund (*Caja de Compensación Familiar*), ICBF and SENA, excluding those exceptions established by law and any legal labor credits, any credits agreed between the Parties and those indicated in the commercial bid or Contract. Therefore, ENEL may make payment of any invoice conditional upon the delivery of receipts evidencing compliance with this obligation.