

CONTENTS

1. SCOPE.....	2
SECTION I - ANNEX IX SPAIN.....	2
GENERAL CLAUSES.....	2
2. LANGUAGE.....	2
3. INVOICING AND PAYMENT TERMS.....	2
4. TAXES.....	3
5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.....	4
6. ASSIGNMENT OF RIGHTS AND RECEIVABLES.....	4
7. CONTRACTOR'S RESPONSIBILITIES.....	5
8. CONTRACTOR'S WARRANTIES.....	5
9. ECONOMIC GUARANTEE.....	5
10. PROCESSING OF PERSONAL DATA.....	6
11. PROTECTION OF THE ENVIRONMENT.....	8
12. GLOBAL COMPACT.....	11
13. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES.....	12
14. INTELLECTUAL PROPERTY.....	12
15. ETHICAL CONDUCT RULES.....	12
16. FORCE MAJEURE.....	13
17. GOVERNING LAW.....	14
18. JURISDICTION AND CONFLICT RESOLUTION.....	14
SECTION II – ANNEX IX SPAIN.....	15
PROVISIONS APPLICABLE TO THE SUPPORT SERVICES TO SOFTWARE AND CLOUD SERVICES REFERRED TO IN ARTICLE 1 “SCOPE” AND “SECTION V” OF THE GENERAL PART.....	15
19. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.....	15
ANNEX A.....	27
ANNEX B.....	28



1. SCOPE

1.1. This "Annex IX Spain" shall apply to all contracts governed by Spanish 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 IX Spain 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 IX SPAIN

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 IX Spain 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. If several services (e.g. Software and/or Cloud Services and/or maintenance services) are covered by the Contract, the Contractor shall list each service separately, on the same invoice.

Invoices not prepared in accordance with the above will not be accepted or acknowledged; consequently, ENEL shall not accept receipt thereof, and the invoice shall thus be returned to the Contractor.

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

- a) Any works contracted with management charges additional to the rates initially agreed in the Contract.
- b) Price increases resulting from application of the price review formulas set out in the Contract. In such case, documents supporting the values of the indexes applied as well as a detailed description of how the relevant review formula was applied shall be provided.

3.1.3. In the event the invoice is lost, the Contractor may issue a duplicate, provided such duplicate is an original and includes the following statement: "Duplicate issued due to loss of original."

3.1.4. The invoice date may not predate the provision of services, the receipt of materials or equipment or as otherwise established in the Contract.

3.1.5. All invoices and, as the case may be, supporting documents shall be sent to the following address, unless otherwise provided in the Contract:



ENDESA

Centro Servicios Administrativos Iberia
Planta 1- E
Ribera del Loira, 60
28042 MADRID – ESPAÑA

3.2. Payment Terms

3.2.1. Invoices received shall, after ENEL has assessed and, as the case may be, verified the Contractor's compliance with all of the contractual conditions, be paid in the currency established by the beneficiary no later than 60 days after receipt thereof, provided the invoice received by ENEL includes the relevant information identifying the invoicing authorization. If the identifying information of the invoicing authorization is not included in the invoice, it shall not be accepted or taken into account when determining the receipt date.

The Parties agree that if ENEL is in arrears with its payments for causes solely attributable thereto, ENEL shall pay the Contractor, following a written and justified demand by the latter, an additional amount as default interest, equal to three percent (3%) of the amount owed.

All payments made before the Provisional Acceptance or delivery date, in accordance with the provisions of the Contract, shall be considered payments against the final price.

4. TAXES

4.1. The prices established in the Contract include all taxes, duties or any other charges, excluding those recoverable by ENEL. Taxes, duties and other charges deriving from the Contract in any jurisdiction where the Contractor or ENEL reside shall be paid, withheld or discounted from the price of each, in accordance with the applicable regulations.

4.2. The Parties hereby mutually agree to comply with all requirements and procedures, as well as to deliver all documents necessary, for the proper settlement of taxes and invoice payments, including to make required withholdings and comply with similar applicable obligations in accordance with the regulations in force, following the established procedures at all times. Furthermore, the Parties undertake to cooperate in obtaining exemptions and other tax benefits applicable to performance of the Contract. If ENEL, due to a lack of diligence or any other cause attributable to the Contractor, loses an entitlement to a tax benefit, it may discount the amount of said benefit from the agreed price, following proof thereof by any legally permitted means.

4.3. If a double taxation Treaty between the Contractor's country of residence and ENEL's country of residence exists, and if the Contractor invokes the application of any provisions thereof, the Contractor shall provide ENEL with the relevant certificate of residence certifying its tax residence in its country for the purposes of the provisions of the relevant Treaty, and income earned shall be taxed in accordance with the classification made by ENEL's country of residence. This certificate shall be delivered together with the first invoice issued and/or as soon as requested by ENEL. If the certificate expires while the Contract is still in force, the Contractor shall send ENEL a new certificate in order to ensure the continued application of the Treaty.

5. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

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

5.2. ENEL shall not be held liable vis-à-vis any subcontractor, 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.

For such purpose, the Contractor shall obtain and deliver to ENEL the subcontractor's express waiver, in writing, of the direct action governed by article 1597 of the Spanish Civil Code. If the Contractor does not obtain and deliver said waiver to ENEL, the latter may terminate the Contract on grounds of breach, without prejudice to any other legal action which may be applicable.

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. This indemnity shall be understood as independent and without prejudice to the application by the Government or the Courts of any other sanctions or liability based on the same facts, in compliance with the legislation in force.

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. In particular, if a judicial or extrajudicial claim is filed against ENEL, whether under article 1597 of the Spanish Civil Code or by the Contractor's employees or subcontractors, assignees, agents or advisors, ENEL shall be authorized to withhold the relevant amount against any amounts owed by ENEL or against the economic guarantees granted by the Contractor and held by ENEL with a view to covering the principal amount claimed plus any amounts reasonably budgeted for interest, expenses and costs. 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 of assignment or subcontracting, the Contractor undertakes to obtain, in writing, the assignee's or subcontractor's prior express 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. ENEL may at any time inspect and oversee the works or manufacturing processes 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, on a justified basis, the removal of any subcontractors or assignees, according to its own judgment.

5.6. The requirements and restrictions on the levels of subcontracting shall be governed by the provisions of the Contract and of Spanish law.

5.7. If the subcontractor is established, provides services or has its facilities in a third country, the provisions set forth in clause 10.5. f) shall apply.

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 Group company.

7. CONTRACTOR'S RESPONSIBILITIES

7.1. The Contractor is required to pay all costs incurred by ENEL (including lawyer and court representative (*procurador*) fees and advances, certification costs, allotments, fees, expenses, guarantees, surety bonds, legal deposits for enabling appeals or otherwise required or necessary for any purpose, etc.) in providing a legal defense before administrative proceedings, extrajudicial or prejudicial claims and legal claims of any nature, filed at any level, against ENEL, including claims filed against ENEL by the employees, subcontractors or assignees of the Contractor; by the subsidiaries, subcontractors and self-employed workers of both; or by third parties, as well as for any other claims which may be filed directly or indirectly in relation to the performance of the Contract by the Contractor. The obligation undertaken by the Contractor to pay the representation and legal fees shall not in any manner whatsoever restrict ENEL's selection of professionals nor require approval by the Contractor of the defense mechanisms and means that ENEL considers appropriate to protect its own interests.

8. CONTRACTOR'S WARRANTIES

8.1. An additional paragraph is added to clause 16 (Contractor's Warranties):

The Contractor guarantees ENEL's peaceful use of the licensed software and agrees to indemnify and hold ENEL harmless for any claim of any nature which may arise in this regard.

Furthermore, if any complaint is made, the Contractor shall replace the software with other software that is covered by sufficient guarantees of use.

9. ECONOMIC GUARANTEE

9.1. The Contractor shall be required, if requested by ENEL, to grant, before ENEL pays the first invoice, an economic guarantee to be made available to ENEL by delivery of a first-demand independent bank guarantee (following the template set forth at the end of this Annex), subject to Spanish law and enforceable in Spain, granted by a Spanish bank with recognized solvency, or by the Spanish branch of a foreign bank, for at least 10% of the total Contract amount, including all revisions, extensions and works comprising additional management charges in order to ensure fulfillment of, *inter alia*, the following obligations:

- Compliance by the Contractor with all its obligations deriving from the Contract, including legally applicable penalties and indemnities as well as all reimbursements or refunds of any kind, applicable by virtue of contract or law, payable to ENEL by the Contractor.
- Fines, sanctions or other monetary amounts of any kind that ENEL is required to pay or which may be imposed by administrative or judicial means due to the actions or omissions of the Contractor or its subcontractors, including but not limited to, the full amount of any joint and several or subsidiary liability applicable or which may be applicable to ENEL for breach by the Contractor of its obligations in relation to salaries, Social Security and/or taxes, or to any other obligations relating to occupational safety and risk prevention.
- Third party claims filed against ENEL due to the Contractor's conduct, including any claims of its employees, agents, advisors and subcontractors.
- Legal expenses incurred or which may be incurred by ENEL in accordance with clause 7 hereof.

9.2. The guarantee granted by the Contractor shall be valid for at least thirty (30) calendar days from expiration of the Guarantee Period, the date of Final Receipt or from the date on which performance of the Contract is completed, whichever is later. If the guarantee is not enforced, it shall be returned to the Contractor once ENEL has completed the relevant verifications.

9.3. The Contractor hereby expressly consents, exclusively in those cases deemed appropriate by ENEL, to grant the guarantee with ENEL withholding 10% from the Contractor for each payment owed under the Contract, including the payment of price revisions, extensions, additional management charges, etc.

If the Contractor does not present the guarantee within the established periods, and without prejudice to any other claims to which it may be entitled, ENEL may terminate the Contract or suspend its implementation until a guarantee accepted thereby has been presented and may also accept any other equivalent guarantees offered by the Contractor in accordance with the law.

10. PROCESSING OF PERSONAL DATA

10.1. These provisions on personal Data Processing shall apply (i) when software used for personal Data Processing is acquired and (ii) if implementation of the Contract requires the Contractor to carry out any personal Data Processing over data held by any company of the ENEL Contracting Company that is covered by the subjective and objective scope of Organic Law 15/1999, of December 13, on the Protection of Personal Data (*Ley Orgánica de Protección de Datos - LOPD*) and its implementing regulations (hereafter, for the purposes of this section, referred to as the “ENEL Contracting Company”).

“Data Processing” means any technical operation or procedure, whether automated or not, that enables the collection, recording, storing, processing, amendment, search, use, modification, removal, blockage, deletion or transfer of data obtained through communications, searches, interfaces and transfers.

10.2. Software acquired in performance of the Contract, in accordance with the provisions of the LOPD, shall identify in its technical description the basic, medium and high level security measures to ensure compliance with the security measures required under said Law.

10.3. The Contractor shall process and manage the files and data and information contained therein, which shall be the property and responsibility of the ENEL Contracting Company.

10.4. For the purposes of the Contract, the Contractor is appointed as the Data Processor in accordance with personal data protection regulations and, in particular, in accordance with the provisions of article 12 of the LOPD, and undertakes to comply with its obligations as such. Delivery of the data herein by the ENEL Contracting Company shall not constitute a communication of personal data for the purposes of the LOPD.

10.5. The Contractor, as the Data Processor, guarantees that:

- a) Data Processing shall be completed in accordance with applicable law, the requirements set out in the Contract, relevant European Union recommendations and any instructions that the ENEL Contracting Company may give to the Contractor.
- b) The personal data to which it has access by virtue of performance of the Contract shall neither be applied nor used for any purpose other than that established therein and that it shall not communicate or disclose to natural or legal persons any personal data provided thereto or stored in its devices for the purpose of performing the Contract.
- c) It shall directly return all personal data processed to the ENEL Contracting Company within fifteen (15) calendar days from the date the Contract is terminated for any cause.
- d) 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 under the terms provided in paragraph c), *supra*. The information stored on any media (paper, digital, etc.) shall be deleted using means sufficient to prevent its subsequent recovery or reconstruction, which shall be adequately verified by a third party by issuing the relevant specific Deletion Certificate. 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 adopt the technical and organizational measures necessary, as required by article 9 of the LOPD, in processing the data provided by the ENEL Contracting Company and shall further adopt, in particular, those specific measures required for performance of the Contract as set forth in personal data protection 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, as detailed in Annex B, classified as basic, medium or high level security measures and, for such purpose, the Contract shall include an annex listing all of the ENEL Contracting Company's affected files, together with the security level to be applied thereto.
- f) If the international transfer of data is required to perform the Contract, the Contractor undertakes to provide the ENEL Contracting Company with sufficient advance notice so that the latter may request the relevant authorizations, without which the Contractor may not carry out said transfer. The Contractor shall comply with all specific security measures set forth in the applicable regulations on international data transfers, as established and specifically referenced in articles 33 and 34 of the LOPD and in Title VI of its implementing regulations.

10.6. Notwithstanding the provisions of paragraph (b) of sub-clause 10.5, *supra*, if the ENEL Contracting Company has authorized the Contractor to subcontract certain services within the scope of the Contract to third parties, thereby requiring that the subcontractor have access to the personal data included in the files covered by this section, the Contractor shall, prior to such subcontracting, enter into a contract with the ENEL Contracting Company and the subcontractor whereby the subcontractor expressly accepts the position of Data Processor before the ENEL Contracting Company, as the Data Controller, under the same conditions as set forth in this section, and further undertakes all obligations deriving from the Contract, personal data protection regulations, relevant European Union recommendations and any instructions that the ENEL Contracting Company may give to the Contractor and which are applicable to the Data Processor.

10.7. In order to ensure compliance with the duty of diligence in relation to personal data protection, the ENEL Contracting Company reserves the right to perform audits, whenever deemed appropriate, to verify compliance with the security measures required under Royal Decree 1720/2007, as set forth in clause 10.5, paragraph e).

Furthermore, the Contractor shall complete an audit every two years, in accordance with the regulations in force, ensuring compliance with the provisions of Royal Decree 1720/2007, of December 21, and may for such purposes request the assistance of the ENEL Contracting Company. The Contractor shall provide the ENEL Contracting Company with a copy of the audits and/or internal verifications completed to ensure proper implementation of the technical or organizational security measures.

10.8. The Contractor shall comply with all mandatory security measures, whether required by personal data protection regulations, relevant European Union recommendations or any instructions that may be given to the Contractor by the ENEL Contracting Company, according to the internal classification given to the data being processed. In this regard, the ENEL Contracting Company reserves the right to perform an audit, whenever deemed appropriate, in order to verify compliance with the established security measures.

10.9. If the Contractor resides in or processes the data in a third country, the ENEL Contracting Company shall be required to obtain prior authorization from the Director of the Spanish Data Protection Agency as well as to execute an international data transfer agreement in accordance with the European Commission templates, and the provisions of clause 10.5, paragraph f) shall apply.

10.10. If performance of the Contract requires the provision of Cloud Services, the Contractor shall ensure compliance both with relevant European Union rules and recommendations as well as with the security standards deriving therefrom and shall fully comply with all provisions of this clause.

In addition, contracts governing the provision of Cloud Services shall also establish:

- (i) the location of the servers where the service is being provided;
- (ii) the support obligations for exercising the rights of access, correction, removal and objection (fundamental data protection rights);
- (iii) the responsibility to notify breaches;
- (iv) the obligation to report relevant changes to the service;
- (v) the obligation to report any proceedings in which any authority is requesting the disclosure of data.

10.11. The Contractor undertakes to indemnify and hold the Contracting Company harmless against any administrative, judicial or extrajudicial claims that may be filed (in particular if a case is opened by the Spanish Data Protection Agency) due to breach by the Contractor or its subcontractor, as the case may be, as the Data Controller, of personal data protection legislation and agrees to immediately pay or deposit any amount or guarantee of any kind (security, bank guarantee, sanction, fine, indemnity, damage, loss, costs and interests, etc.) that the Contracting Company may be required or sentenced to pay or deposit as a result of the processing or resolution of said claim.

11. PROTECTION OF THE ENVIRONMENT

11.1. Materials and Equipment

11.1.1. The Contractor undertakes to adopt appropriate measures to ensure strict compliance with its obligations under applicable State, Autonomous Community, Regional, Provincial and Local environmental, energy efficiency and indoor environmental quality legislation, and in particular in relation to its obligations regarding proper energy use and 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.

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

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

11.1.4. 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.

11.1.5. The Contractor shall be responsible for ensuring that transportation complies with applicable legislation. The transport of dangerous substances, whether raw materials or waste, shall obtain, when so required, the relevant authorization for transport of dangerous goods, or 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.

11.1.6. 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.

11.1.7. 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.

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

11.1.9. 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

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.

11.1.10. 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.

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. The energy efficiency of the equipment shall also be taken into account.

11.2. Services

11.2.1. 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 perform the Contract.

11.2.2. 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 energy and to reduce the risk of an accident with environmental and indoor environmental quality effects. This training shall cover the obligations applicable thereto by virtue of the Environmental, Energy and/or Indoor Environmental Quality Management Systems documents, if such systems have been or are being implemented, as is usually the case in ENEL's businesses.

11.2.3. 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. Likewise, information on the Carbon Footprint of the Contractor's activities shall also be assessed.

11.2.4. The Contractor shall provide its employees with the means necessary to ensure that the Contract is performed respecting the environment, taking into account efficient energy use and protecting indoor environmental quality. Furthermore, the Contractor undertakes to comply with all applicable legal requirements, as well as with all requirements deriving from the Environmental, Energy and/or Indoor Environmental Quality Management Systems, if any have been implemented at the facilities subject to the Contract.

11.2.5. The Contractor shall be liable for any environmental, energy and indoor environmental quality incident caused thereby in performing the Contract, and ENEL shall reserve the right to hold the Contractor liable for all claims and expenses arising from its breach of its environmental, energy and indoor environmental quality obligations. The Contractor shall adopt appropriate measures to ensure strict compliance with all legislation in force and applicable to performance of the Contract and shall repair any damage caused as a result of any breach thereof.

11.2.6. The Contractor shall develop a plan for the prevention of environmental and indoor environmental quality risks and hazards related to performance of the Contract. 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, energy and indoor environmental quality 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, pouring fluids or engaging in uncontrolled disposals.
- Prevent dust or other emissions in the transport of materials and in any other activity susceptible to generating dust or other substances.
- 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 Contract is 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 provisions of any Environmental, Energy and/or Indoor Environmental Quality Management Systems applicable to the works being performed, if implemented at the facilities covered by the Contract, shall be complied with. All required authorizations shall be obtained in order to carry out any dumping in sewage networks or systems.
- Properly separate all waste, placing enough covered containers, properly labeled and in good conditions, at the place of performance of the Contract, 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 law. 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.
- Leave the work zone clean and clear of waste once performance of the Contract has been completed, removing all debris, containers, packaging, trash, scrap metal and any other type of waste generated and remaining in the work zone. The Contractor shall be

responsible and bear all costs for the collection, transportation and authorized handling of said waste.

- Ensure that, in accordance with the regulations in force, the Contract is performed with proper controls for noise and vibration, in particular if they could affect third parties.
- Adopt the appropriate measures to ensure strict compliance with applicable environmental and energy efficiency legislation in force.

11.2.7. The Contractor's Site Manager shall be responsible for monitoring and ensuring compliance with the procedures and may appoint a third party for such purpose, providing the ENEL technician supervising the work, who may issue specific environmental instructions in relation to performance of the Contract, with the identifying information of such third party.

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

11.2.9. In the event of any environmental, energy or indoor environmental quality incident, the Contractor undertakes to comply with the instructions of the ENEL technician supervising the work.

11.2.10. If any of these obligations are breached, the ENEL technician supervising the work 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 ten percent (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.

11.2.11. The Contractor shall have Environmental Liability Insurance with the necessary coverage to meet liability deriving from the Environmental Responsibility Act and any other provisions under which the Environmental Protection Authorities may demand reparation and/or compensation for any damage that may be caused to natural resources.

12. GLOBAL COMPACT

12.1. 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.

13. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

13.1. In providing the Cloud Services, the Contractor, in addition to the provisions of clause 15 of the General Part, shall:

- (i) ensure access to the existing data and information;
- (ii) report on the location of the data;
- (iii) ensure interoperability with other suppliers;
- (iv) ensure service availability;
- (v) ensure security of the communications through which the service is provided and, in particular, ensure that the information is properly encrypted;
- (vi) ensure the proper dimensioning of resources on an ongoing basis;
- (vii) implement measures, in the event of shared resources, to prevent others from accessing the Company's information, guaranteeing confidentiality of the data;
- (viii) establish systems that allow administrator actions to be viewed and traced.

14. INTELLECTUAL PROPERTY

14.1. The following paragraph is added to clause 20 of the General Part:

If the provision of services results in any developments to the licensed Software or to the services provided, said developments, notwithstanding any copyrights to which the Contractor is legally entitled, shall be assigned globally, free of charge and subject to no time limit to the ENEL Contracting Company and/or to the recipient of the services both for its internal use and for its use to the benefit of any other Group company.

15. ETHICAL CONDUCT RULES

15.1. General Terms

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.endesa.com.

15.2. Conflict of Interest

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;

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 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 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, whether a natural or legal person, 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.

16. FORCE MAJEURE

16.1. Neither of the Parties shall be held liable for breach of its contractual obligations if performance is delayed or prevented due to an event of Force Majeure, as defined in article 1105 of the Spanish Civil Code and applicable jurisprudence

16.2. The Contractor may not invoke any of the following as an event of Force Majeure:

- a. Meteorological conditions or phenomena that could have reasonably been foreseen and whose negative effects on performance of the Contract could have been partially or fully avoided by the Contractor.
- b. Physical conditions at the place of performance of the Contract that are known to and accepted by the Contractor.
- c. Delays or failure to obtain materials or labor for the performance of the Contract that were foreseeable and could have been avoided or remedied in advance.
- d. Technical, economic or financial difficulties of the Contractor or its subcontractors.
- e. Delays or contractual breaches by any subcontractor of the Contractor, unless said delays or contractual breaches are in turn due to an event of Force Majeure.
- f. Strikes or labor conflicts concerning the Contractor or its subcontractors, except for national strikes those applicable to an industry as a whole.

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

16.3. The Party whose performance of the Contract was affected by an event of Force Majeure shall notify the other Party in writing as soon as possible and at least within five (5) calendar days from the date on which said Party became aware of such events. This notice shall:

- Identify the causes and circumstances of the event.
- Provide an estimate of how long the situation will persist.
- List the contractual obligations affected and the measures that will be adopted to reduce, if possible, the negative effects of the event on performance of the Contract.
- Attach any documents evidencing that the causes should be considered an event of Force Majeure.

The other Party shall issue a written response, within ten (10) calendar days from receipt of the above-mentioned notice, either accepting or rejecting the event on a justified basis. The notified Party's failure to respond within the indicated period shall be considered acceptance of the event raised.

16.4. Performance of the obligations affected by an event of Force Majeure shall be suspended during the duration of such event, without giving rise to any right of either Party to indemnification. Any contractual obligations not affected by the event of Force Majeure shall continue to be performed as per the contractual periods and terms in force prior to the occurrence of said event.

16.5. The Party whose performance of the Contract was affected by an event of Force Majeure shall notify the other Party in writing as soon as possible, and at least within five (5) calendar days from the date on which said Party became aware thereof, that the above-stated event has ended. Once the event has ended, the Parties shall agree either to extend the contractual periods or to adopt the necessary measures in order to recover the time lost, in whole or in part, with a view to maintaining, if possible, said periods. The Parties shall take all reasonable efforts possible to ensure that all obligations under the Contract affected by an event of Force Majeure are resumed after the event has ended under the best possible conditions and subject to minimum delays.

If due to an event of Force Majeure performance of the Contract is substantially impaired for more than one hundred and twenty (120) calendar days, ENEL may demand early termination of the Contract, without giving rise to any right of either Party to indemnification.

17. GOVERNING LAW

17.1. The Contract and any dispute that may arise between the Parties in relation or connection thereto shall be exclusively governed and interpreted in accordance with Spanish law, to which both the Contractor and ENEL hereby expressly submit.

18. JURISDICTION AND CONFLICT RESOLUTION

18.1. The Parties, waiving any other venue to which they may be entitled, expressly submit to the jurisdiction and competence of the Courts and Tribunals of Madrid (Capital) for the resolution of any controversy, issue, incident or litigation that may arise in the interpretation, performance and implementation of the Contract and which could not be resolved amicably between ENEL and the Contractor.

SECTION II – ANNEX IX SPAIN**PROVISIONS APPLICABLE TO THE SUPPORT SERVICES TO SOFTWARE AND CLOUD SERVICES REFERRED TO IN ARTICLE 1 “SCOPE” AND “SECTION V” OF THE GENERAL PART****19. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS****19.1. General Provisions**

19.1.1. The Contractor undertakes to properly and fully comply with all applicable statutory or customary labor regulations as well as with applicable occupational health and safety regulations, in accordance with the Contract and applicable legislation. The Contractor's compliance with this obligation is considered an essential part of the Contract and, as such, breach thereof shall constitute just cause to terminate the Contract, at the request of ENEL, notwithstanding the payment of applicable indemnities to ENEL for damage or loss.

19.1.2. In light of the fact that ENEL may legally face direct, joint and several or subsidiary liability for breaches by the Contractor of certain legal provisions:

- 1) ENEL shall verify and confirm compliance by the Contractor with its legal obligations in this area.
- 2) The Contractor undertakes to make all information and documents evidencing compliance with its legal obligations available to ENEL in the manner and with the frequency required thereby.

19.1.3. The above-stated information and documents shall be provided in the form and through the physical or electronic media determined from time to time by ENEL, with a preference for delivery by electronic means. ENEL shall undertake to make the most efficient means possible available to the Contractor, whether using its own or third party systems and resources, so that the latter may comply with these obligations. ENEL reserves the right to assign to third parties the verification and certification of the Contractor's compliance with its document keeping and delivery obligations in relation to labor law, occupational risk prevention and other supplemental areas. The Contractor shall be provided with proper and detailed information on all of the above and, in the case of changes, shall be provided with sufficient advance notice in order to enable compliance therewith.

19.1.4. ENEL may, at its sole discretion, determine that the Contractor's failure to provide the documents at the time established by ENEL constitutes a total or partial barrier to performance of the Contract, both at the facilities of ENEL and of its clients. If so determined, ENEL may terminate the Contract and/or require that the Contractor remedy the damage and loss caused.

19.1.5. ENEL reserves the right to audit, either directly or through a third party, the Contractor's compliance with any labor and occupational health and safety obligations for which ENEL could face direct, joint and several or subsidiary liability in the event of breach by the Contractor. These audits may be completed at the facilities of ENEL or of the Contractor. The Contractor shall be provided with at least seventy-two (72) hours advance notice of the audit. ENEL may also carry out on-site inspections at the place of performance for the contracted activities in order to verify the Contractor's compliance with its occupational health and safety obligations and with all measures and preventive actions agreed to in the business activity coordination meetings. These inspections may be performed by ENEL, directly or through third parties, at any time, subject to no other requirement than notice, at the time of the inspection, to the person(s) responsible for the works or service of the Contractor. The Contractor undertakes to proactively and diligently collaborate as well as to facilitate the activities that need to be performed by the persons appointed by ENEL, as well as to make all information and documents available as necessary to evidence the events being verified and audited.

19.1.6. The Contractor is responsible for and ensures that the documents are genuine and that the requested information is accurate and truthful, including both the initial information provided and any information regularly reported or which may be requested at any point during the audits. Breach of this obligation by the Contractor shall empower ENEL to terminate the Contract and/or demand compensation from the Contractor for the damage or loss incurred.

19.2. Special Reference to Occupational Health and Safety

19.2.1. Regulatory Compliance

19.2.1.1. The Contractor shall comply with occupational risk prevention regulations and all other statutory or customary rules in force establishing requirements on the adoption of preventive measures in the labor area or in any other areas susceptible to such risks.

19.2.2. Organization of Labor

19.2.2.1. The Contractor shall be responsible for organizing labor and security as required for the performance of services. In such regard, the Contractor shall appoint a representative with demonstrated competence from within its company in order to manage and supervise such services and to coordinate, if applicable, with supervisors from other ENEL contractors and, in any case, with ENEL staff responsible for workplace organization and prevention.

19.2.3. Preventive Organization

19.2.3.1. The Contractor shall establish the preventive organization scheme, including prevention services and preventive and healthcare resources as required by law and the Technical Specifications or agreed to in the coordination of activities or as advisable in light of the risks deriving from the work, in order to prevent labor accidents.

19.2.4. Contractor's Employees

19.2.4.1. The Contractor shall ensure the safety and protection of its workers in all aspects related to the job. For such purpose and under its sole responsibility, the Contractor shall adopt the necessary measures in relation to risk assessment, prevention planning, risk training and information, conduct in the event of an emergency or serious and imminent risk and overseeing the health of its employees, as well as any other necessary measures.

19.2.4.2. If the contracted services are performed at the offices of ENEL's client, the Contractor shall provide documents to ENEL evidencing compliance with the obligations set forth in the legislation in force on the coordination of business activities with ENEL's client. This requirement shall not apply if the services provided by the Contractor are performed at the personal home of ENEL's client.

19.2.5. Accident and Risk Reporting

19.2.5.1. The Contractor shall be required to immediately report all accidents arising in its activities to the ENEL representative for the Contract, even if there were no victims, and shall fill out the forms provided thereto by ENEL for reporting accidents or, otherwise, shall fill out its own forms. In addition, the Contractor shall perform a supplemental investigation. The resulting report shall be sent to ENEL within at least seventy-two (72) hours and shall include the causes of the accident and the preventive measures adopted.

19.2.5.2. Whenever ENEL opens a case to investigate the causes of an accident, the Contractor shall be required to provide its full cooperation and to quickly and diligently deliver all information and carry out all actions requested thereof.

19.2.5.3. Any observations made by ENEL's Representative in relation to Occupational Risk Prevention for the works or at the facilities shall be immediately addressed by the personnel to whom it is addressed and, if caused by failure to comply with established rules or requirements, could result in a sanction against the Contractor in proportion to the severity of the wrongdoing. The above-stated shall be without prejudice to the actions that the Contractor, in exercise of its disciplinary authorities, may take in

relation to its own workers, and without prejudice to any sanctions or liability that may be applied as a result of the same facts by the Government or Courts in application of the legislation in force.

19.2.5.4. With a view to continually improving working and safety conditions, the Contractor's employees involved in performing the contracted works shall submit any suggestions they deem convenient to their supervisors. These suggestions shall be passed on, following the notification procedures established in each case, to the ENEL Representative for the Contract. The Contractor's Representative shall decide what actions need to be taken in response to this information and, if necessary, shall be submitted to the approval of the ENEL Representative for the Contract.

19.3. Labor law and occupational health and safety information and documents to be provided to ENEL by the CONTRACTOR

19.3.1. ENEL shall request that the Contractor provide the information and documents it deems necessary to verify proper compliance by the latter with those legal obligations for which ENEL could be held liable. The list of documents that will generally be requested by ENEL, as listed herein below, is not comprehensive and may be unilaterally amended by ENEL in the event of legislative changes or changes to ENEL's policy in such regard, subject to the sole requirement of notice to the Contractor one (1) month before the effective date thereof.

19.3.2. ENEL may agree, taking into account the type of activity or risk associated with the service the subject of the Contract, to accept fewer documents from the Contractor than listed in this section or to request documents focusing on certain topics.

19.3.3. To the contrary, in certain cases where the type of service provided by the Contractor could be considered highly dangerous or where specific legislation so provides, ENEL may request that the Contractor provide other documents in addition to those listed in the following sub-clauses.

19.3.4. If the Contractor has recently provided certain documents or information in response to another request or for another contract in force with ENEL, and provided it remains in force and meets the criteria of the new request or Contract, the Contractor shall not be required to provide them again, although it shall identify the request or contract for which the information or documents were previously made available.

19.3.5. Breach by the Contractor of its obligation to deliver, in due time and form, the documents governed by this clause 19 shall constitute just cause to terminate the Contract, at the request of ENEL, notwithstanding the payment of applicable indemnities to ENEL for damage or loss.

19.3.6. General

A. Documents to be submitted by the Contractor before signing the Contract:

1. Contractor's authorization of ENEL to obtain the certification evidencing that the Contractor is current on all Social Security obligations, issued by the Social Security Administration (article 42, Workers' Statute), for a minimum period equivalent to the term of the Contract.
2. Civil and third party liability insurance with the coverage required by ENEL and Receipt evidencing payment of the applicable premium.
3. Certification from the Spanish Tax Authorities evidencing that the Contractor is current on payment of all taxes (article 43.1 f) of the General Taxation Act).
4. Appointment of a contact person by the Contractor to liaise with ENEL.

B. Documents to be submitted by the Contractor before performing the Contract:

5. List of the workers involved in performing the Contract, providing the following information for each: full name, Spanish Tax ID (NIF), Social Security Number, workplace/center where the services will be provided, professional category or job position and, as the case may be, whether the worker will be subject to any particularly dangerous risks.

This list shall be updated any time a worker is added or removed from the list of workers involved in performing the Contract.

6. Registered Workers Report (*Informe de Trabajadores en Alta - ITA*) (report issued by the General Treasury of the Social Security Administration identifying the active workers registered by the employer with a contribution account code).

If new workers are added (as new hires or otherwise) before the Contract is performed, the Contractor shall submit a duly updated copy of the Registered Workers Report. In the case of new hires, the Contractor may, instead of the Registered Workers Report and at its option, provide a document evidencing the registration of each worker in the General Social Security Regime (Form TA-2).

The above-mentioned documents shall be updated as soon as any worker is added to or removed from the list of workers involved in performing the Contract.

7. Specific Prevention Plan for the works or services contracted including, at least: general and specific risks, assessment of occupational risks, collective and personal protective measures, prevention planning for the works to be completed, work procedures and appointment of a prevention supervisor by the Contractor.

This document shall also identify, as applicable: prevention resource(s), authorized/qualified worker(s), scaffold supervisor, coordinator for mechanical cargo handling operations, supervisor of cargo handling operations and lifeline supervisor.

Furthermore, it shall include the authorization to use work equipment (machinery and equipment) and any other authorizations required to be made by the Contractor by virtue of law or as otherwise defined in the specific conditions of the Contract.

Under no circumstances may performance of the Contract begin before ENEL and the Contractor have held a meeting to coordinate the business activities (article 24, Occupational Risk Prevention Act) and have signed, through their representatives, the meeting minutes.

8. Affidavit of the Contractor representing and warranting that:

- it has and holds in its possession a valid medical certification for the specific work to be completed by the workers involved in performing the Contract;
- it has and holds in its possession evidence that all workers involved in performing the Contract have received information on the occupational risks at the ENEL facility where the activity will be performed as well as on the risks and preventive measures inherent in their job position;
- all workers involved in the performance of the Contract have specific theoretical and practical training for the position being carried out and hold personal certifications evidencing such, with validity as established for each case by law and to be updated, at least, every three (3) years;
- it has and holds in its possession proof of receipt by all of the workers involved in the performance of the Contract of the relevant personal protection equipment in accordance with the provisions of the specific Prevention Plan;

- all workers involved in performing the Contract have received the necessary occupational risk prevention training in accordance with article 19 of the Occupational Risk Prevention Act and Royal Decree 39/1997, of January 17, and that they each hold personal certifications evidencing such;
- the work equipment and collective protection equipment to be used in performing the Contract comply with the minimum health and safety standards for use in accordance with the provisions of Royal Decree 1215/1997, of July 18, or are otherwise covered by the relevant EC declaration of conformity (seal).

The Contractor is required to duly file, in a personal file for each worker, the documents evidencing the facts alleged in the affidavit. This file may be subject to investigation and verification by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

C. Documents to be submitted by the Contractor during performance of the Contract:

9. On a quarterly basis, an affidavit showing that it is current on all salary payments owed to the workers performing the Contract.

The Contractor guarantees compliance with this obligation and further guarantees that it has documents evidencing such, which may be examined and verified by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.
10. On a quarterly basis, Social Security Contribution Bulletin, Form TC1, settlement of contributions for all workers involved in performing the Contract and proof of payment.
11. On a quarterly basis, Social Security Contribution Bulletin, Form TC2, list of employee names.
12. An annual certification from the Spanish Tax Authorities evidencing that the Contractor is current on payment of all taxes (article 43.1 f) of the General Taxation Act).
13. Depending on how often the premium has to be paid, Receipt evidencing that the Contractor is current on all payments of the civil and third party liability insurance.

19.3.7. Independent Contractors

A. Documents to be submitted by the Contractor before signing the Contract:

1. Document evidencing payment of the Special Self-Employed Social Security fee for the month immediately preceding presentation of the offer. In the alternative, as applicable, document evidencing registration in the Special Self-Employed Social Security Regime during the month in which the offer was presented.
2. Civil and third party liability insurance with the coverage required by ENEL and Receipt evidencing payment of the applicable premium.

Furthermore, if the independent self-employed Contractor has employees working on the Contract performance, the Contractor shall deliver the following documents:

3. Certification from the Spanish Tax Authorities evidencing that the Contractor is current on payment of all taxes (article 43.1 f) of the General Taxation Act).
4. Appointment of a contact person by the Contractor to liaise with ENEL.

B. Documents to be submitted by the Contractor before performing the Contract:

If the independent contractor has workers under its responsibility that are working on performing the Contract, the Contractor shall present, with the applicable scope and content, the following documents:

5. List of the workers involved in performing the Contract, providing the following information for each: full name, Spanish Tax ID (NIF), Social Security Number, workplace/center where the services will be provided, professional category or job position and, as the case may be, whether the worker will be subject to any particularly dangerous risks.

This list shall be updated any time a worker is added or removed from the list of workers involved in performing the Contract.

6. Registered Workers Report (*Informe de Trabajadores en Alta - ITA*) (report issued by the General Treasury of the Social Security Administration identifying the active workers registered by the employer with a contribution account code).

If new workers are added (as new hires or otherwise) before the Contract is performed, the Contractor shall submit a duly updated copy of the Registered Workers Report. In the case of new hires, the Contractor may, instead of the Registered Workers Report and at its option, provide a document evidencing the registration of each worker in the General Social Security Regime (Form TA-2).

The above-mentioned documents shall be updated as soon as any worker is added to or removed from the list of workers involved in performing the Contract.

7. Specific Prevention Plan for the works or services contracted including, at least: general and specific risks, assessment of occupational risks, collective and personal protective measures, prevention planning for the works to be completed, work procedures and appointment of a prevention supervisor by the Contractor.

This document shall also identify, as applicable: prevention resource(s), authorized/qualified worker(s), scaffold supervisor, coordinator for mechanical cargo handling operations, supervisor of cargo handling operations and lifeline supervisor.

Furthermore, it shall include the authorization to use work equipment (machinery and equipment) and any other authorizations required to be made by the Contractor by virtue of law or as otherwise defined in the specific conditions of the Contract.

Under no circumstances may performance of the Contract begin before ENEL and the Contractor have held a meeting to coordinate the business activities (article 24, Occupational Risk Prevention Act) and have signed, through their representatives, the meeting minutes.

8. Affidavit of the Contractor representing and warranting that:
 - it has and holds in its possession a valid medical certification for the specific work to be completed by the workers involved in performing the Contract;
 - it has and holds in its possession evidence that all workers involved in performing the Contract have received information on the occupational risks at the ENEL facility where the activity will be performed as well as on the risks and preventive measures inherent in their job position;
 - all workers involved in the performance of the Contract have specific theoretical and practical training for the position being carried out and hold personal certifications evidencing such, with validity as established for each case by law and to be updated, at least, every three (3) years;
 - it has and holds in its possession proof of receipt by all of the workers involved in the performance of the Contract of the relevant personal protection equipment in accordance with the provisions of the specific Prevention Plan;
 - all workers involved in performing the Contract have received the necessary occupational risk prevention training in accordance with article 19 of the Occupational Risk Prevention Act and Royal Decree 39/1997, of January 17, and that they each hold personal certifications evidencing such;

- the work equipment and collective protection equipment to be used in performing the Contract comply with the minimum health and safety standards for use in accordance with the provisions of Royal Decree 1215/1997, of July 18, or are otherwise covered by the relevant EC declaration of conformity (seal).

The Contractor is required to duly file, in a personal file for each worker, the documents evidencing the facts alleged in the affidavit. This file may be subject to investigation and verification by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

C. Documents to be submitted by the Contractor during performance of the Contract:

9. Depending on how often the premium has to be paid, Receipt evidencing that the Contractor is current on all payments of civil and third party liability insurance.

Furthermore, if the independent contractor has workers under its responsibility that are working on performing the Contract executed with ENEL, the Contractor shall present the following documents:

10. On a quarterly basis, an affidavit showing that it is current on all salary payments owed to the workers performing the Contract.

The Contractor guarantees compliance with this obligation and further guarantees that it has documents evidencing such, which may be examined and verified by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

11. On a quarterly basis, Social Security Contribution Bulletin, Form TC1, settlement of contributions for all workers involved in performing the Contract and proof of payment.
12. On a quarterly basis, Social Security Contribution Bulletin, Form TC2, list of employee names.
13. An annual certification from the Spanish Tax Authorities evidencing that the Contractor is current on payment of all taxes (article 43.1 f) of the General Taxation Act).

19.3.8. Foreign Workers

If all of the workers involved in the performance of the Contract are foreigners:

A. Documents to be submitted by the Contractor before signing the Contract:

1. Civil and third party liability insurance with the coverage required by ENEL and Receipt evidencing payment of the applicable premium.
2. Appointment of a contact person by the Contractor to liaise with ENEL.

B. Documents to be submitted by the Contractor before performing the Contract:

3. In the case of workers carrying out activity with the Contractor and that are from countries within the European Union or European Economic Area or are from Switzerland:
4. In the case of workers carrying out activity with the Contractor and that are neither from a country within the European Union or European Economic Area nor from Switzerland:
 - a. Residence permit and work permit for workers not belonging to the European Union.
 - b. Healthcare document for displaced foreign workers, in case of accident or illness (medical insurance or similar).

The Contractor shall also provide, with the applicable scope and content, the following documents:

5. Full list of the workers involved in the performance of the Contract, providing the following information for each: full name, National Tax ID (NIF), Social Security Number or equivalent in the country of origin, workplace/center where the services will be provided, professional category or job position and, as the case may be, whether the worker will be subject to any particularly dangerous risks.

This list shall be updated any time a worker is added or removed from the list of workers involved in performing the Contract.

6. Specific Prevention Plan for the works or services contracted including, at least: general and specific risks, assessment of occupational risks, collective and personal protective measures, prevention planning for the works to be completed, work procedures and appointment of a prevention supervisor by the Contractor.

This document shall also identify, as applicable: prevention resource(s), authorized/qualified worker(s), scaffold supervisor, coordinator for mechanical cargo handling operations, supervisor of cargo handling operations and lifeline supervisor.

Furthermore, it shall include the authorization to use work equipment (machinery and equipment) and any other authorizations required to be made by the Contractor by virtue of law or as otherwise defined in the specific conditions of the Contract.

Under no circumstances may performance of the Contract begin before ENEL and the Contractor have held a meeting to coordinate the business activities (article 24, Occupational Risk Prevention Act) and signed, through their representatives, the meeting minutes.

7. Affidavit of the Contractor representing and warranting that:

- it has and holds in its possession a valid medical certification for the specific work to be completed by the workers involved in performing the Contract;
- it has and holds in its possession evidence that all workers involved in performing the Contract have received information on the occupational risks at the ENEL facility where the activity will be performed as well as on the risks and preventive measures inherent in their job position;
- all workers involved in the performance of the Contract have specific theoretical and practical training for the position being carried out and hold personal certifications evidencing such, with validity as established for each case by law and to be updated, at least, every three (3) years;
- it has and holds in its possession proof of receipt by all of the workers involved in the performance of the Contract of the relevant personal protection equipment in accordance with the provisions of the specific Prevention Plan;
- all workers involved in performing the Contract have received the necessary occupational risk prevention training in accordance with article 19 of the Occupational Risk Prevention Act and Royal Decree 39/1997, of January 17, and that they each hold personal certifications evidencing such;
- the work equipment and collective protection equipment to be used in performing the Contract comply with the minimum health and safety standards for use in accordance with the provisions of Royal Decree 1215/1997, of July 18, or are otherwise covered by the EC declaration of conformity.

The Contractor is required to duly file, in a personal file for each worker, the documents evidencing the facts alleged in the affidavit. This file may be subject to investigation and verification by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

C. Documents to be submitted by the Contractor during performance of the Contract:

On a quarterly basis, an affidavit showing that it is current on all salary payments owed to the workers performing the Contract.

The Contractor guarantees compliance with this obligation and further guarantees that it has documents evidencing such, which may be examined and verified by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

8. Depending on how often the premium has to be paid, Receipt evidencing that the Contractor is current on all payments of civil and third party liability insurance.

In the event the Contractor hires both domestic and foreign workers to perform the Contract, the Contractor shall provide all the documents listed in sub-clause 19.3.6 "General" and, in relation to the foreign workers, the provisions of sub-clause 19.3.8, *supra*, shall apply.

19.4. Supplemental information and documents to be provided by the Contractor to ENEL

19.4.1. In order to respond to reporting requirements deriving, in some cases, from its participation in certain Sustainability and Corporate Responsibility indexes and rankings and, in other cases, deriving from legal requirements applicable to ENEL as a principal employer before the Government or to legal representatives of ENEL's employees, ENEL requires certain information on the Contractor's activity and on the circumstances for performance, in certain cases with a merely informative and statistical scope, including but not limited to the following:

- a. number of working hours performed under the Contract by the employees of the Contractor and of its subcontractors (including total hours and hours per Contract, work enter and employee);
- b. number of employees of the Contractor and its subcontractors carrying out the activity under the Contracts, broken down by gender (male/female);
- c. type of employment contract between the workers and the Contractor and its subcontractors (permanent/temporary; full time/part time; as the case may be, independent);
- d. number of days worked by employees of the Contractor and its subcontractors (estimate of full time equivalent -FTE-) involved in Contracts relating to: 1) construction; 2) operation; and 3) maintenance activities.

19.4.2. The Contractor is required to provide, in a complete and timely manner, all information required for such purpose in the manner and with the frequency required by ENEL. ENEL undertakes only to request from the Contractor that information considered to be necessary for the purposes set forth in the first paragraph of this sub-clause, as well as to gather such information in a format and means that poses as little burden as possible to the Contractor.

19.4.3. In addition, after the Contract has been signed and before performance thereof is initiated, ENEL may request that the Contractor provide an Affidavit representing and warranting that all workers involved in performing the Contract have received environmental training, have been informed of the environmental obligations applicable to ENEL and have accepted their environmental policy and further warrants that it has the document evidencing such.

19.4.4. The Contractor is required to duly file, in a personal file for each worker, the documents evidencing the facts alleged in the affidavit. This file may be subject to investigation and verification by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

19.5. Cases of Subcontracting

19.5.1. Labor law and health and safety information and documents to be provided in the case of subcontracting.

19.5.2. The subcontractor shall be required, in any case of subcontracting (domestic independent contractor, freelancer and foreign workers), to provide the Contractor with the same information and documents, with the same scope and content, as that information provided by the Contractor to ENEL, governed in this clause 19.

19.5.3. The Contractor shall be responsible for providing the information and documents related to the subcontractors to ENEL.

19.5.4. If the subject matter of the Contract is not legally considered to be the "own activity" of ENEL, the Contractor may provide an Affidavit instead of providing the required information and documents on the subcontractor. The determination of which activities are not considered "own activity" of ENEL shall be established by ENEL on a case-by-case basis.

19.5.5. The Contractor is required to duly file, in a personal file for each worker, the documents evidencing the facts alleged in the affidavit. This file may be subject to investigation and verification by ENEL at any time. Furthermore, if so requested, the Contractor shall make the above-mentioned documents available to ENEL within a maximum period of forty-eight (48) hours.

19.6. Special Cases

19.6.1. In those cases in which any labor activity is performed by the employees of the Contractor and subcontractors at the facilities or property of ENEL or of any of its clients, even if not in relation to Contracts for works or the provision of services, and said employees are required to interact to a certain extent with the representatives and employees of ENEL or of its clients and, where the employees of the Contractor and the subcontractors are exposed to occupational risks at the facilities of ENEL and its clients, the following measures shall be adopted:

- 1) Simple supply contracts, defined as contracts solely for the delivery to ENEL of goods or materials by the Contractor or subcontractors.

ENEL shall notify the party making the delivery of the risks present in the delivery area and of the existing emergency measures.

- 2) Contracts for the maintenance, review or repair of machine tools, work equipment or facilities owned by or whose use is licensed to ENEL and executed with the Contractor or subcontractors.

ENEL shall report, prior to starting the work, on the occupational risks deriving from the activity in the work zone, on preventive measures established and on emergency measures. For such purpose, ENEL may issue instructions and guidance on how to perform the work.

- 3) Delivery or supply of goods or materials to ENEL's facilities (not under a contract or provision of services contracted by ENEL) made by employees of a third party company and that need to be built, assembled or handled using mechanical means.

ENEL shall report, prior to starting the work, on the occupational risks deriving from the activity in the work zone, on preventive measures established and on emergency measures. For such purpose, ENEL may issue instructions and guidance on how to perform the work.

Furthermore, ENEL and the representative of the Contractor shall hold a meeting to coordinate business activities, which shall be duly documented, and in which the Contractor shall provide information on the risks that may arise in its activity and the appropriate measures to coordinate the business activities and prevent occupational risks shall be adopted.

- 4) Contracts for the collection or removal of machinery, scrap metal or any other goods, materials, products or waste made or generated at ENEL's facilities by the employees of third party purchasers as a result of the sale thereof by ENEL.

Measures equivalent to those described in the preceding sub-clause shall be adopted.

In all special cases governed by this clause 19.6, the Contractor and its employees shall bear in mind the risks and measures reported by ENEL and shall adopt appropriate preventive measures and comply with all prevention related guidelines and instructions provided thereto by ENEL.

19.7. Temporary Employment Agencies

19.7.1. When workers are hired through a Temporary Employment Agency (TEA), the relationship with the TEA shall be formalized in writing using the official form of "Availability Agreement."

– Documents to be provided by the Contractor:

In addition to the documents listed in clause 19.3.1, the Contractor shall provide the following documents:

1. Certification issued by the Regional Labor and Social Security Office evidencing the administrative authorization granted to the TEA to make those workers contracted thereby available to ENEL on a temporary basis.
2. Certification issued by the Regional Labor and Social Security Office evidencing the financial guarantee required under Law 14/1994 for TEAs.

19.8. Individual provisions on occupational health and safety for materials and equipment

19.8.1. Safety Conditions

19.8.1.1. The Contractor shall comply with the provisions of article 41 of the Occupational Risk Prevention Act on safety conditions for the machinery, equipment, products and tools provided to ENEL.

19.8.1.2. The Contractor shall ensure that the machinery, equipment and work tools provided to ENEL do not present any danger to workers when installed and used in accordance with the recommended conditions, form and uses.

19.8.1.3. The Contractor shall provide ENEL with all information on proper use by the workers, additional preventive measures that should be taken and occupational risks arising from the materials and equipment provided, both during normal use and resulting from its manipulation or improper use.

19.8.2. Acquisition of facilities, devices and instruments

19.8.2.1. The Contractor guarantees that any facilities, devices or instruments provided to ENEL will comply with industrial and occupational risk prevention legislation and shall notify ENEL of the risks associated with its use and application as well as of preventive measures to eliminate or control such risk.

19.8.2.2. In the event of acquisition of personal and collective protection equipment, the Contractor guarantees to ENEL the effectiveness thereof, provided they are installed and used under the conditions and in the manner recommended therefor. The Contractor shall provide ENEL with the following information: the risks addressed by the equipment, the level of protection against such risks, the proper way to use and maintain the equipment and, in general, on all specific obligations under Royal Decree 773/1997 on minimum health and safety provisions for use by workers of personal protection equipment.

19.8.3. Other individual provisions

19.8.3.1. ENEL may require that the Contractor, based on the nature of the subject matter of the Contract, implement all legally required organization and prevention approaches (plans, rules, safety procedures, etc.) and coordination measures, as well as those deemed convenient to ensure safety at all stages of the delivery of the materials and equipment.

19.8.3.2. Consequently, ENEL may require that the Contractor comply with other individual conditions on occupational risk prevention that supplement, replace or improve upon the above-mentioned requirements.

19.9. Breach, sanctions and liability

19.9.1. General

19.9.1.1. If ENEL identifies a breach by the Contractor of legally established or mandated occupational risk prevention measures, the ENEL representative shall immediately notify work stoppage. The Contractor shall, at its own expense, take all actions necessary to ensure personal and material safety. Furthermore, the relevant ENEL Representative in each case shall establish an adequate time for remedy.

19.9.1.2. If the Contractor fails to make the necessary changes within the established period, ENEL may remedy this breach, at the expense of the Contractor, which shall under no circumstances result in liability for ENEL. Any situation that presents risk of imminent danger shall, at the discretion of ENEL, be immediately remedied.

19.9.1.3. If the above-mentioned circumstances result in any delay in performance of the Contract, the Contractor shall take the measures necessary to make up for the delay experienced and shall have no right to extend the agreed execution deadlines.

19.9.1.4. ENEL may demand that the Contractor adopt as many measures as necessary to prevent the re-occurrence of any breach of safety rules and requirements by the Contractor.

19.9.1.5. Within the framework of ENEL's "Zero Tolerance" policy against accidents, if ENEL becomes aware, through the investigation of an accident, incident or serious breach detected in occupational health and safety inspections or from observing the works, that the workers of the Contractor are in breach of the workplace procedures or occupational health and safety instructions issued by ENEL to the Contractor, and that its behavior was particularly negligent or severe, ENEL shall require that the Contractor, in exercise of its business and management powers, not assign and remove those workers from performance of the Contract. Consequently, and in order to prevent undue practices in relation to occupational risk prevention, ENEL shall not grant said workers access to its work centers and/or facilities.

19.9.1.6. The Contractor shall also, as another prevention and safety measure in the workplace, provide its workers with a copy of the ENEL "Stop Work Policy" (accessible at www.enel.com – Suppliers/Occupational Health and Safety), who shall implement the policy when faced with any serious or imminent risk. The Contractor also acknowledges and agrees that its workers are required to immediately report any accident, incident or risk, which shall then be disseminated among its employees for the appropriate purposes.

ANNEX A**FORM OF FIRST-DEMAND INDEPENDENT GUARANTEE**

The Bank, and for and on its behalf Mr.and Mr., with sufficient legal capacity to bind it under this agreement, hereby jointly and severally guarantee, as extensively as may be required by law, with(CONTRACTOR) before(ENEL Group Company), up to the amount of (.....), to respond to the obligations of(CONTRACTOR) arising from Contract/Framework Contract No. signed with (ENEL Group Company), as well as to respond, as the case may be, to the obligations of (CONTRACTOR) deriving from all delivery orders or derivative contracts.

This guarantee is a first-demand independent bank guarantee, whereby the Bank undertakes to pay up to the maximum amount set forth herein above at the first written demand of (ENEL Company Group). Said demand shall be signed by the representative(s) of (ENEL Company Group) with sufficient power and shall be presented to the Bank's branch located at

The Bank's payment obligation is independent and the Bank expressly waives the benefits of order, excussion and division and undertakes to comply with all demands made by (ENEL Group Company) in relation to this guarantee, delivering the amount requested to the latter, for which purpose the demand submitted by (ENEL Group Company) in writing in the manner provided in the preceding paragraph shall be sufficient, and no excuses or exceptions whatsoever shall be accepted, including the opposition of(CONTRACTOR) to execution of the guarantee. (ENEL Group Company) shall notify(CONTRACTOR) of any payment request submitted under this guarantee, identifying its cause and motive.

This independent guarantee shall expire

The parties to this guarantee are duly authorized to represent and bind the Bank, and the latter is duly authorized to perform this operation by virtue of its governing Bylaws, which constitutes one of its corporate purposes.

This guarantee has been registered under number

ANNEX B**LEGALLY MANDATED SECURITY MEASURES – SPANISH DATA PROTECTION ACT (LEY ORGÁNICA DE PROTECCIÓN DE DATOS)**

The security measures required under the Spanish Data Protection Act are cumulative.

A) Mandatory Basic Level Security Measures:

1. Establish and maintain a security document that clearly describes the duties and obligations of the users and profiles with access to the data and systems, control functions and authorizations granted by the data controller.
2. Ensure that all personnel with access to the data are aware of the security measures and of the consequences for non-compliance.
3. Establish a procedure for notifying and managing incidents that may affect the data, as well as an incident log. This log must include the type of incident; time it took place or, as the case may be, was identified; the reporting party; the party that received the notice; consequences deriving therefrom; and corrective measures applied.
4. Unequivocal and personalized identification and authentication (verification of authorization) of all users that attempt to access the information system. Users may not be granted access to information that is not strictly required to perform their duties. Furthermore, the user shall be responsible for storing the documents/physical data and for preventing any unauthorized access.
5. Passwords shall be assigned, distributed and stored in a manner that ensures their confidentiality and integrity.
6. In addition, the passwords shall be changed at least once per year and shall be stored in an unintelligible manner.
7. Control access to files by creating an updated list of authorized profiles/users, including the permissions assigned thereto. Mechanisms to prevent unauthorized access shall be established.
8. Management of IT media containing the information. The media containing personal data shall enable identification of the type of information stored therein and shall allow for inventory to be taken. These media shall only be accessible by the personnel authorized in the security document.
9. Identification of the media that contain the company's most sensitive information, which may incorporate comprehensible and meaningful labeling systems that enable users with authorized access to identify the content of the media and that prevent identification by unauthorized personnel.
10. Physical files shall be stored using mechanisms that prevent the files from being opened.
11. The data controller must authorize the removal of any media or documents (including e-mail attachments) out of the premises controlled by the data controller, or otherwise, shall be duly authorized in the security document. The measures required to prevent the theft, loss or unauthorized access to the information shall be applied during any relocation of documents.

12. Establish procedures for making weekly backup copies and recovering data, ensuring in any case that the data can be reconstructed in the same condition as at the time of the loss or destruction. For mixed files, and to the extent possible, the data shall be manually recorded. These actions shall be recorded in the security document justifying the applicable reasons therefor.
13. The proper establishment, operation and application of procedures for making backup copies and recovering data shall be revised on a quarterly basis.
14. No tests may be carried out using real data, unless compliance with all of the security measures provided herein is guaranteed and a backup copy is previously made.
15. Information that is no longer required shall be destroyed using means that prevent access to or subsequent recovery of the information.

B) Mandatory Medium Level Security Measures:

1. The basic level security measures stated herein above.
2. Formal appointment of a security manager (recorded in the Security Document) in charge of coordinating and monitoring the established measures.
3. Completion every two years of a mandatory internal audit of the information systems and data processing and storage facilities in order to verify the degree of compliance with the security measures provided herein.
4. Additional measures for user identification and authentication. The number of repeated unauthorized attempts to access the information systems shall be restricted.
5. Control of physical access to the databases. Only personnel authorized in the security document may access the locations housing the physical equipment that supports the systems.
6. Additional measures for managing the computer media.
7. The incoming media log shall also enable the direct or indirect identification of the type of document or media, the date and time, issuer, number of documents or media comprising the shipment, type of information included, delivery method and person responsible for receiving the delivery, who shall in all cases be duly authorized.
8. The outgoing media log shall enable the direct or indirect identification of the type of document or media, the date and time, recipient, number of documents or media comprising the shipment, type of information included, delivery method and person responsible for the delivery, who shall in all cases be duly authorized.
9. Establish an incident log for the files. The incident log referred to in the paragraph on basic level security measures shall also include information on the data recovery procedures performed (execution of which shall require authorization from the data controller), identifying the person that carried out the procedures, the data restored and, as the case may be, any data that needed to be manually recorded during the recovery process.

C) Mandatory High Level Security Measures:

1. The basic and medium level security measures stated herein above.
2. Management and distribution of media. Media shall be identified using a labeling system that can be understood by the users with authorized access. Media must be encrypted during transport; data on mobile devices removed from the facilities managed by the data controller must be encrypted.
3. Backup and recovery copies. Hold a backup copy of the data and data recovery procedures in a different location from the computer hardware processing the data, ensuring integrity and recovery of the information.
4. Access log for the last two years: user identity, access date and time, file accessed, type of access (authorized or denied). Any authorized access shall include an identification of the file accessed.
5. Telecommunications. Personal data transferred over public or wireless electronic communications networks must be encrypted.
6. Physical storage of information. Restricted access using areas locked or secured by another equivalent device. These areas must remain closed when access to the documents contained in the files is not required.
7. Copy or reproduction. Allowed subject to oversight by the personnel authorized in the security document. They shall be destroyed, once they are no longer being used, in a manner that prevents access to and subsequent recovery of the information contained therein.

D) Compulsory Legally Mandated Security Measures:

1. Execute an outsourcing agreement for data processing in accordance with the requirements of the Spanish Data Protection Act.
2. Any sub-contracting of services shall be expressly authorized in writing by Endesa.
3. The Contractor shall be responsible for the improper use of Endesa's information.
4. Execution by the Contractor of individual confidentiality agreements with each employee of the Contractor that has access to Endesa's information. These agreements shall be made available to Endesa.
5. Information may not be used for any other purpose than that notified to the Contractor by Endesa.