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1. SCOPE

1.1. This "Annex I Argentina" shall apply to all contracts governed by Argentinean 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 I Argentina 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 I ARGENTINA

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 authentic version of this Annex for Argentina is in Spanish.

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

3. INVOICING AND PAYMENT TERMS

3.1 Invoicing

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

- a) The relevant price for the item or service.
- b) Adjustments to amounts that have already been invoiced through the application of the revision formulas established in the Contract. In such case, documents supporting the values of the indexes applied as well as a detailed description of the relevant revision formula shall be provided.

3.1.2 The following invoicing method shall apply to Goods and services:

3.1.3 The Contractor shall provide the relevant invoice after each Certification has been approved in writing. During the period from the date the invoice is presented up until payment thereof, the respective amounts shall not be changed nor be subject to any adjustments or surcharges of any nature. ENEL shall be authorized to deduct from the payment of any invoices any amount owed thereto by the Contractor for any item, including for non-tax penalties or indemnities.

ENEL shall not accept any Credit Invoices from the Contractor.

All invoices shall list the Contract number; Certification or Remittance number; invoiced amount; rebates; special discounts; Contractor code registered by ENEL, if any; Single Tax Identification Code (*Clave Única de Identificación Tributaria* - C.U.I.T.); and any other information as may be required by ENEL. Invoices issued by the Contractor shall not be deemed accepted or approved by ENEL solely on the grounds that ENEL has neither rejected nor contested said invoices within a given period of time, and the Contractor waives its right to raise the presumption set forth in article 1145 of the Civil and Commercial Code or in any provisions that may replace it in the future.

Notwithstanding the invoicing method and payment terms, the Contractor may issue electronic invoices in accordance with the requirements set forth in Gen. Res. 2584 of the Federal Public Revenue Administration and in the amendments and supplements thereto. Electronic invoices may be presented by e-mail without prejudice to the obligation of the Contractor to send an original printed copy of such invoices to the address indicated by ENEL in the Contract. If the Contractor decides to use the above-mentioned invoice method, it shall continue to use this same method for the full term of the Contract or for as long as said system is functional.

All invoices and, as the case may be, supporting documents, shall be delivered to the address indicated by ENEL in the Contract.

3.2. Payment Terms

3.2.1. Following verification by ENEL of compliance with the contractual conditions, the invoices received shall be paid within the period set forth in the Contract, in accordance with the legislation in force.

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

For all purposes, payments shall be considered effectively made as of the date ENEL issues the transfer order, which shall have precedence over any other date, including, *inter alia*, the date payment is received or deposited in the Contractor's account.

3.2.2. All invoices and payments shall be made in Argentine pesos. If the price is established in US Dollars or any other foreign currency, the sell foreign exchange rate published by the National Bank of Argentina on the day before the payment is made shall be applied. In the case of invoices issued in pesos, if there is a difference between amount invoiced and amount received, as a result of application of the above-mentioned exchange rate, the Contractor shall issue a debit or credit note, or other document as required by ENEL, in order to reflect the difference for accounting and tax purposes.

3.2.3. ENEL shall not make any payment until the Contractor has evidenced, to the satisfaction of ENEL, that it has contracted the required insurance and delivered the Advance Payment Bond and the Performance Bond.

If ENEL rejects the invoice, payment shall be suspended until the circumstances giving rise to said rejection have been remedied and a new invoice has been issued, with payment being made thirty (30) days from the later of both dates.

Any Stamp Duty levied on the Contract shall be borne equally by both Parties, unless it has been verified that either Party is entitled to an objective or subjective tax exemption, in which case the Party not covered by the exemption shall pay out its respective portion of the Stamp Duty.

3.2.4. In such cases where payment of the Stamp Duty is required, ENEL shall pay the duty in full and discount fifty percent (50%) of said Stamp Duty from the first invoice(s), up until the respective amount is reached, issued thereto by the Contractor. ENEL's Right of Retention.

ENEL may fully or partially retain payments owed to the Contractor, without accruing any interest, in the following cases:

- a) Compliance or breach by the Contractor and/or its subcontractors of its labor and/or welfare obligations has not been confirmed.
- b) Labor claims have been filed by employees or former employees of the Contractor and/or its subcontractors giving rise to joint and several liability in application of the applicable legal labor regulations.
- c) Legal claims have or are likely to be filed by one or more third parties against ENEL in relation to any event or act or omission of the Contractor and/or third parties for which the latter is liable, in relation to the Contract.
- d) Sanctions have been imposed by administrative authorities for causes attributable to the Contractor.

- e) If ENEL's Goods have been damaged due to negligence of the Contractor or third parties for which the latter is liable or otherwise caused by items controlled or owned by the Contractor.
- f) The Contractor does not contract or maintain the required insurance.
- g) The Advance Payment Bond and/or Performance Bond are not submitted.
- h) Serious or repeated breach of the Contractor's obligations under the Contract.

Payments retained for any of the above-mentioned causes shall not entitle the Contractor to suspend, in whole or in part, any required performance.

ENEL shall be authorized to and may apply the funds retained to directly settle any third party claims or sanctions, including by judicial or administrative authorities, or to discharge any liabilities. This shall include all legal and defense fees that may be incurred by ENEL in relation to the claims for which payments were retained, not giving rise to any right of the Contractor to any compensation. Once the circumstances giving rise to the retention of funds no longer exist, any residual retention shall be paid out to the Contractor without applying any interest or adjustments of any kind.

In addition to the above, ENEL shall also demand the Contractor's compliance with its obligations as set forth in the Contract.

4. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

4.1. The Contractor's offer shall include a list of all activities it wishes to outsource, together with a list of the proposed subcontractor(s) and all technical and financial documents as may be required therefrom by virtue of the documents implementing the Invitation to Tender, which shall form part of the technical qualifications for approval of the subcontractor, as required for acceptance by ENEL.

4.2. Under no circumstances does a contractual relationship exist between any subcontractors or assignees of the Contractor and ENEL. The Contractor shall be liable at all times for all the activities of said subcontractors or assignees, including for compliance with all contractual, legal and tax obligations deriving from their work, as well as for any damage or loss caused to ENEL by any of the Contractor's subcontractors, assignees, agents, advisors or employees. ENEL shall not be held liable vis-à-vis any subcontractor or assignee, nor any employee thereof, for any claims arising directly or indirectly from the Contract and, for such purpose, the Contractor undertakes and agrees before ENEL to implement all possible measures to prevent said claims from being filed and/or processed. Consequently, the Contractor shall be liable to ENEL and agrees to indemnify and hold ENEL harmless for any claim, judicial or extrajudicial, or proceedings brought against the latter by any subcontractor or assignee, or by any employees thereof.

The above-mentioned indemnity shall cover the full amount owed by ENEL, including all expenses or costs of any nature incurred by ENEL as a result of said claim. Breach by the Contractor of any provisions of this section shall constitute a severe breach and shall empower ENEL to terminate the Contract due to Contractor breach, notwithstanding any other legal claim to which ENEL may be entitled.

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

4.4. 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.).

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

4.6. Full or partial breach by the Contractor and/or subcontractor of any obligations assumed herein or of any other terms, responsibilities, legal or contractual obligations, guarantees, work development

schedules and agreed deadlines set forth in the General Terms and Conditions or in the Contract shall entitle ENEL to terminate the Contract, by right and subject to no prior questioning, and without giving rise to any right of the Contractor and/or subcontractor to indemnification.

ENEL shall be entitled to file a complaint against the Contractor for damage and loss or for any other cause which may result in or cause damage to ENEL as a result of said breach.

Termination shall be made without prejudice to any other rights or powers to which ENEL is entitled.

After the decision to terminate the Contract has been notified, ENEL shall calculate the total amount owed to the Contractor for all services and items provided as at that date as well as the indemnity owed by the Contractor to ENEL for the harm caused by its breach.

Once both amounts have been calculated, ENEL may set off the amount it owes to the Contractor in satisfaction of the damage and loss against credits outstanding to the benefit of the Contractor, up until the full amount of the latter.

5. ASSIGNMENT OF RIGHTS AND RECEIVABLES

5.1. ENEL may, subject solely to notice to the Contractor, assign all of its rights and obligations arising from the Contract to any other ENEL subsidiary.

5.2. The Contractor may, if permitted by the legislation in force, subject to the prior and express consent of ENEL, assign its rights and obligations deriving from the Contract.

6. CONTRACTOR'S WARRANTIES

6.1. Notwithstanding the other obligations set forth in these General Conditions and in the Contract, the Contractor represents and warrants that:

- a) the Goods provided will be free from all design, manufacturing and operational and performance defects;
- b) the Goods provided will be suitable for their purpose and will be in perfect working order throughout the useful life thereof, ensuring the specified regularity, performance, capacity and characteristics thereof;
- c) the Goods subject to the Contract are free from all liens and encumbrances and, in particular, have not and are not in the process of being seized or encumbered by any mortgage or pledge without surrender of possession or any other lien or encumbrance against industrial or intellectual property or of any other nature;
- d) unless otherwise provided in the Contract, the Contractor shall ensure the transfer of intellectual property as required for the proper use of the Goods provided;
- e) the services shall be properly carried out in accordance with required specifications, regulations in force and common practice and standards; and
- f) the Contractor holds legitimate rights to the licenses and permits required in the case of contracted Software, whether as a stand-alone product or forming part of any work, and may transfer these rights to ENEL.

6.2. The Warranty Period for the Goods as well as for the contracted services shall be as established in the Contract and, if not specified, shall be valid for one (1) year from the date on which the Provisional Acceptance is made.

6.3. If upon expiration of the Warranty Period at least six (6) months have not elapsed since ENEL's main facility addressed or covered by the Contract has been implemented, the Warranty Period shall be automatically renewed until six (6) months have elapsed, unless the Goods provided by the Contractor required repairs or replacements, in which case, they shall be guaranteed for the same time as the Warranty Period. Under no circumstances shall this result in increased costs for ENEL.

7. SUSPENSION AND TERMINATION OF THE CONTRACT

7.1. ENEL may terminate the Contract, in whole or in part, in any of the following cases:

- (i) The Contractor files for bankruptcy and/or is declared bankrupt following a petition filed by a third party;
- (ii) The Contractor enters into insolvency proceedings and/or signs an extrajudicial bankruptcy preventive agreement with its creditors;
- (iii) The Contractor assigns all or a significant portion of its assets to its creditors;
- (iv) The Contractor's goods are attached or otherwise subject to precautionary measures that prevent the latter from complying with its obligations under the terms and within the scope provided in the Contract;
- (v) Rights or obligations of the Contractor under the Contract are assigned without the prior express approval of ENEL;
- (vi) The Contractor is or may be fined in an amount equal to or greater than the maximum fee amount established, equal to ten percent (10%) of the Contract price; and/or
- (vii) Breach of any of the Contractor's obligations under the Contract.

7.2. In the cases set forth in paragraphs (i) to (iv), inclusive, of clause 7.1, termination shall be made rightfully and automatically, as soon as any such circumstances are confirmed, without requiring any prior notice whatsoever.

7.3. In the cases set forth in paragraphs (v), (vi) and (vii) of clause 7.1, the termination shall be executed by ENEL by issuing a summons, in writing, to the Contractor, providing the latter with five (5) business days to remedy the alleged breach, unless a shorter period is provided in relation to a specific breach in another provision of this Contract. Failure to remedy the contractual breach within the above-mentioned period shall entitle ENEL to terminate the Contract due to the sole fault of the Contractor by issuing notice thereof.

7.4. In the event of termination due to the fault of the Contractor, the following actions, at least, shall be taken, notwithstanding any others expressly established in the Contract:

- (i) ENEL shall suspend all payments owed to the Contractor;
- (ii) The Contractor shall leave the Premises and ENEL shall immediately appropriate the services performed to date, under the current conditions thereof;
- (iii) The Contractor shall provide ENEL with details on all Equipment and Goods for which an order has been placed, together with copies of the purchase orders for delivered and undelivered equipment and materials;
- (iv) The Contractor shall withdraw, under its own responsibility and at its own expense, and shall deliver to ENEL, under its own responsibility and at its own expense, all delivered and undelivered equipment and material as mentioned in paragraph (iii), *supra*, that are intended for use in its services;
- (v) The Contractor shall provide ENEL with all technical documents in its possession related to the services;
- (vi) The Contractor shall pay ENEL all amounts owed for accrued fines, notwithstanding ENEL's right to make withholdings against unpaid invoices for completed and verified works;
- (vii) ENEL shall issue the Provisional Acceptance Certificate for the Goods and services that have been completed in accordance with the Contract within fifteen (15) days from the contract termination date; The Contractor shall guarantee this portion of the Goods and services for the full duration of the Warranty Period;

- (viii) ENEL may contract one or more third parties to complete the provision of any outstanding Goods and services;
- (ix) The Contractor shall pay ENEL for all damage and loss incurred as a result of termination of the contract, including but not limited to, the increased costs faced by ENEL in order to complete the services with third parties that cannot be set-off with amounts retained by ENEL; and
- (x) ENEL may enforce all guarantees in its possession.

If requested by ENEL, the Contractor shall assign, to ENEL or a third party appointed thereby, all agreements and/or purchase orders identified by ENEL and which are connected to the Goods and services, including agreements with its subcontractors and for the purchase of equipment and materials.

8. FORCE MAJEURE

8.1. In the event of an act of God or an event of force majeure, the Parties shall, after the event of force majeure has ended, take all reasonable measures within their reach to ensure that obligations under the Contract that have been stopped or delayed are resumed under the best conditions and with the shortest delay possible. If the Contractor has raised an event of force majeure as justification for partial or full breach of its contractual obligations and the event ends up not being considered an event of force majeure, ENEL may penalize the Contractor in an amount equal to half a percent (0.5%) of the Contract price, as a penalty, notwithstanding any indemnity for damage or loss which may apply.

8.2. The Contractor shall not be held liable for any penalties in those cases in which it was unable to finish the works or carry out the services within the established period due to an act of God or event of force majeure, as defined by Argentinean law, which shall not include any obstacles that made compliance more difficult or burdensome.

In the event of any such causes, and within forty-eight (48) hours thereafter, the Contractor shall notify such circumstances to ENEL in writing, specifying the causes and detailing its effects on the schedule for performing the works. If ENEL has not been notified by the end of this period, the Contractor shall be liable for established penalties and shall lose its right to allege an act of God or force majeure.

ENEL shall, within ten (10) days from the above-mentioned notice, notify the Contractor of whether it accepts the arguments raised.

9. ECONOMIC GUARANTEE

9.1. Expenses incurred in granting the economic guarantee shall be borne by the Contractor.

9.2. The establishment of a guarantee shall not be deemed to limit the amount or term of any liability that may be claimed against the Contractor under the Contract and is granted solely as a means of facilitating the effectiveness thereof.

If the total Contract price is increased during implementation thereof, the Contractor shall be required to grant a supplemental economic guarantee to ENEL, under the same requirements as above, for ten percent (10%) of the Contract increase, within fifteen (15) calendar days from the date of said increase.

9.3. Advances – Advance Payment Bond

9.3.1. If it is agreed that ENEL shall pay a percentage of the Contract price to the Contractor in advance, the Contractor shall deliver an Advance Payment Bond in favor of ENEL, prior to signing the Contract, for an amount equivalent to one hundred percent (100%) of the advance payment, providing for such purpose a surety insurance policy issued by an Insurance Company that has been accredited by the National Insurance Bureau.

9.3.2. The security granted by the Contractor shall expire upon Provisional Acceptance of the Contract and shall be returned to the Contractor, following written request thereby, and once all applicable discounts and verifications have been made by ENEL.

9.3.3. ENEL shall not make the agreed advance payment until the Contractor has complied with its obligation to grant the Advance Payment Bond.

9.4. Performance Bond

9.4.1. The Contractor shall deliver, before signing the Contract, a Guarantee, in favor of ENEL, for the higher amount of the following: i) ten percent (10%) –or higher or lower percentage as established in the Contract– of the amount of the item or service, or ii) an amount equal to invoices for three (3) months, and, in either case, shall be delivered by means of a surety insurance policy or Bank Guarantee, which shall state: “To ensure full, complete and timely compliance with the Contract” and shall be issued by an Insurance Organization or Company that has been accredited by the National Insurance Bureau or shall otherwise be issued by the Central Bank of the Republic of Argentina, as the case may be.

9.4.2. The security granted by the Contractor shall expire upon Provisional or Final Acceptance of the Contract, as established therein, and shall be returned to the Contractor, following written request thereby, and once all applicable discounts and verifications, as the case may be, have been made by ENEL.

If the Contractor does not grant the security provided for in this section, ENEL may refuse to execute the Contract.

The Performance Bond shall guarantee compliance, in due time and form, with all obligations set forth in the Contract, including the payment of penalties. Delivery of this security to ENEL shall constitute an essential condition for making any payment to the Contractor under the Contract. In the event of any amendments to the scope that result in a change to the Contract price and/or Execution Deadline, the Performance Bond shall be adjusted accordingly, taking into account the new Contract price and/or Execution Deadline.

This security shall be returned to the Contractor within ten (10) days from the signing of the Provisional Acceptance of the services or Goods, unless ENEL has the right to retain and enforce the security as a result of any breach by the Contractor.

10. PROTECTION OF THE ENVIRONMENT

10.1. Materials and/or Equipment

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

10.1.2. The Contractor undertakes to provide, whenever possible, products or materials using ecological packaging, as well as products or materials with a longer useful life, lower costs and lower potential for generating waste product.

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

10.1.4. 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.

10.1.5. The Contractor shall be responsible for ensuring that transportation complies with applicable legislation.

10.1.6. 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.

10.1.7. 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.

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

10.1.9. 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

10.1.10. The Contractor shall comply 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.

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

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

10.2. Services

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

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

10.2.3. The Contractor shall provide its employees with the means necessary to ensure that the works can be carried out in an environmentally friendly manner. Furthermore, the Contractor undertakes to

comply with all applicable legal requirements, as well as with all requirements deriving from the Environmental Management System, if such system has been implemented at the facilities subject to the Contract.

10.2.4. The Contractor shall be liable for any environmental incident caused thereby in carrying out the works and shall face all claims and expenses arising from its breach of its environmental obligations. The Contractor shall adopt appropriate measures to ensure strict compliance with all relevant national, regional and municipal legislation in force and applicable to the works and shall repair any damage caused as a result of any breach thereof.

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

- 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.
- Comply, in particular, with the prohibition against any type of uncontrolled dumping, as well as against leaving any kind of waste in the zone where the contracted works or services are being performed. This zone shall be kept clean and orderly, to the extent possible, during each working day and, in particular, at the end of each day. In addition, the procedures of any Environmental Management System applicable to the works being performed, if implemented at the facilities covered by the Contract, shall be complied with.
- Properly separate all waste, placing enough covered containers, properly labeled and in good conditions, at the place of performance of the works, when, as a result of said performance, waste is generated that subsequently needs to be properly managed by an authorized manager and in accordance with 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.
- Once all the contracted works or services have been provided, the Contractor shall leave the work area clean and shall remove after the work has been completed any remains, debris, containers, packaging, trash, scrap metal and any other kind of waste generated and remaining in the work area. The Contractor shall be responsible for and bear all costs for the removal, transport and authorized management thereof.
- Furthermore, the Contractor shall implement appropriate measures to ensure strict compliance with the environmental legislation in force that are applicable to said works.

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

10.2.7. In the event of any environmental incident, the Contractor undertakes to comply with the instructions of the ENEL technician supervising the works.

11. PROCESSING OF PERSONAL DATA

11.1. Any processing by the Contractor of the personal data to which it has access in the performance of the Contract shall comply with the provisions of Argentinean law. In particular, the Contractor shall comply with Law No. 23.526 and its implementing regulations.

12. ETHICAL CONDUCT RULES

12.1. General Terms

12.1.1. As regards the management of its business activities and relations with third parties, the ENEL Group acts in accordance with the "Risk Prevention Program Guidelines." 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 rest of the Ethical Conduct Rules are available at www.endesa.com.

12.2. Conflicts of Interest

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

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

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

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, 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.

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

13. GOVERNING LAW

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

14. JURISDICTION

14.1. Any controversy that may arise between the Parties in relation to the interpretation or performance of the Contract shall be submitted to the exclusive jurisdiction of the national ordinary jurisdiction courts located in the Autonomous City of Buenos Aires, thereby waiving any other jurisdiction to which they may be entitled.

15. ARGENTINA EMPLOYMENT COMMITMENT ("COMPRES TRABAJO ARGENTINO")

15.1. Of the Argentina-based ENEL Group companies, EDESUR S.A., in its condition as public services concession-holder, falls within the scope of the "Compre Argentino" legal scheme for promotion of local workforce. For such purpose, Laws No. 18.875 and No. 25.551 and their respective implementing regulations, as well as all other applicable administrative provisions, shall apply to all contracts executed thereby.

16. DUMPING

16.1. ENEL Group companies operating in Argentina acquire the contracted materials in good faith and trusting that the supplier has followed all anti-dumping rules set forth in the Customs Code of the Republic of Argentina.

If for any reason the competent authorities in Argentina impose anti-dumping duties in relation to the tariffs provided in the tenders, such duties shall be born exclusively by the respective Contractor.

SECTION II – ANNEX I ARGENTINA**PROVISIONS APPLICABLE TO the support SERVICES TO SOFTWARE AND Cloud Services referred to in ARTICLE 1 “SCOPE” and “Section V” of the General Part****17. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS****17.1. Labor documentation**

17.1.1. The Contractor shall be the sole employer of the workers involved in performing the Contract and undertakes to comply with all obligations and responsibilities in relation thereto imposed by law. Therefore, ENEL shall not be liable for any accidents that may affect the Contractor and/or its employees in the course of the works or in relation thereto.

After Contract performance has started, the Contractor shall report to ENEL's Employment Department, who shall specify where the Contractor shall send the labor documentation set forth herein below to ensure monitoring and verification of compliance with the labor obligations set forth in art. 30 of the Employment Contracts Law and other labor regulations in force.

The Contractor and/or its subcontractors shall submit the following documents, on a monthly basis, in accordance with the schedule established by ENEL and based on the nature of the activity being carried out by or the legal personality of the Contractor and/or its subcontractors:

- a) List of workers involved in the works, broken down by Contract, zone, area, Branch, office, sub-station and/or Operating Center, providing the descriptive information listed below:
 - Full Name
 - Single Tax Identification Code
 - Ingoing and outgoing date, if dismissed
 - Labor category
 - Professional qualification (diploma and CV)
 - Labor union representing the employee
 - Applicable collective bargaining agreement
- b) Proof of payment of wages for employees involved in the performance of the Contract.
- c) Certification of deposits made to the Social Security System through the Federal Public Revenue Administration (*Administración Federal de Ingresos Públicos* - AFIP) (current Form 931), signed by the representative(s) of the Contractor or subcontractor.

During the term of the Contract executed with ENEL, the Contractor shall be prevented from signing up for any payment plans or other allowances in relation to Social Security payments and contributions granted by the competent bodies in such regard, as well as from executing payment agreements with other entities in the event of breach of its labor obligations in relation to the employees involved in performing the Contract. This ban is based on the fact that the period for compliance with obligations deriving from said payment methods extends beyond the term of the Contract, thereby making it impossible for ENEL to verify the effective cancellation of the contracted obligations.

- a) Proof of payment of union fees (Law No. 23.551), as applicable.
- b) Certification of deposit with the Unemployment Fund, as applicable (Law No. 22.250).
- c) Proof of payment of union fees to Argentine Federation of Trade and Services Employees (*Federación Argentina de Empleados de Comercio y Servicios* - FAECYS), as applicable.
- d) Proof of deposit of fees with the Occupational Risk Insurer (*Aseguradoras de Riesgos del Trabajo* - ART) (Law No. 24.557).

- e) The Contractor shall submit, on a one time basis, a copy of the contract signed with the Occupational Risk Insurer, which shall be approved by ENEL's Insurance Department (Occupational Risk Insurance provision, Law No. 24.557).
- f) Copy of registration with the National Construction Industry Registry or other registry for its activity (Law No. 22.250).
- g) Proof of monthly deposit with the National Construction Industry Registry or other registry for its activity.
- h) Proof of payment of insurance premiums for Occupational Risk Insurers and/or Personal Accidents.
- i) Proof of payment of the annual fee to the National Postal Services Registry (if performing activity related to the postal sector).
- j) Proof evidencing the existence of a current banking account for each employee, issued by the bank.
- k) Appointment of a Health and Safety Supervisor (Law No. 19.587, art.3.)
- l) Affidavit, signed by a Public Accountant and legalized, certifying that all payments and contributions deriving from the employment relationship for the employees performing the Contract have been paid for the period being monitored. If the Affidavit is granted by a previously-approved Accountant, signature thereby shall be sufficient for validity thereof. Legalization shall only be required if the signing Accountant is newly appointed.

17.1.2. The Contractor undertakes, in particular, to notify ENEL's Labor Relations Department of the dismissal of any of the employees assigned to carry out tasks under the Contract and shall also send the following documents:

- a) Proof of final settlement payment.
- b) Proof evidencing submission of the work, contribution and compensation certificates evidencing that the contributions were effectively made.
- c) In the event of direct dismissal without cause, documents evidencing payment of indemnities.
- d) In the event of direct dismissal with cause, documents on the background of the dismissal.

Once ENEL has received the documents, it reserves the right to object to the payments made by the Contractor, whether on the grounds that, *inter alia*, payment was improper under the Collective Bargaining Agreement or was based on the wrong labor category, amount calculated, or inaccurate cause of dismissal. ENEL may summon the Contractor to pay said amounts in accordance with the legislation in force, under its own responsibility and at its own expense, and, consequently, may retain the amount paid by ENEL for certification of the Contractor's services.

ENEL reserves the right to apply the relevant fines and/or sanctions indicated in the Contract.

17.2. Contractor's Labor Indemnities

17.2.1. The Contractor shall indemnify and hold ENEL harmless, including with its own assets, against any labor or civil judicial and/or extrajudicial claims, regardless of its cause or origin, related to work accidents, dismissals, non-payment or credit-accounting discrepancies, illness, etc. in relation to its own employees or of its subcontractors.

17.2.2. In the event that the Contractor does not provide ENEL with the documents evidencing the full cancellation of the amount claimed, within forty-eight (48) hours from due notice, ENEL shall be entitled to withhold from any payment owed to the Contractor an amount equivalent to the amount claimed plus the amounts budgeted by ENEL to meet expenses, interests and other items related to the claim. / Under no circumstances shall said withholding give rise to any obligation of ENEL to pay any potential interest. ENEL may apply the withheld funds to payment of the claimed amount, notwithstanding the indemnification obligation undertaken by the Contractor.

17.2.3. The Contractor not only undertakes to indemnify and hold ENEL harmless, but also undertakes to, in the face of a claim, take all appropriate actions in order to absolve the latter from any liability.

17.2.4. If a final legal judgment is issued in legal proceedings by means of which ENEL, or the Contractor or both jointly and severally, is sentenced to pay any amounts, the Contractor shall immediately pay said amounts and, if the Contractor fails to make said payment, ENEL may set off the payment in question using the money retained or credits of the Contractor.

17.2.5. Furthermore, the Contractor shall ensure strict compliance with Occupational Health and Safety regulations, providing its employees with sufficient training and all safety elements as required by virtue of the nature of the works.

17.2.6. Breach of the above-mentioned requirements shall result in return of the guarantees held by ENEL, who shall be automatically entitled to file any claim before the Enforcement Authority and competent social security bodies.

17.2.7. The Contractor undertakes to comply with all labor provisions, decrees and laws in force or which may be established by the competent authority during the performance of the works. The Contractor shall be current on payment of all daily wages, pay, salaries, retirement contributions, contributions, insurance, etc. applicable to workers employed thereby, or employed by its subcontractors, and may not deduct any amounts not provided for in compliance with said provisions, decrees and laws, or resolutions of the competent authorities.

17.2.8. The Contractor shall not be entitled to receive any indemnities from ENEL for any loss or damage to its equipment, facilities or other, whether caused by an event of force majeure, by third parties or by the Contractor itself. In the event ENEL's goods are damaged by acts or omissions of the Contractor, ENEL may hold the Contractor liable for such damage, deducting the amount of said damage from any payments owed thereto.

17.2.9. A reasonable request by ENEL that the Contractor replaces any employee contracted by the latter, or by its subcontractors, shall not be deemed a breach of the provisions of the Contract.

17.2.10. The Contractor shall have the necessary infrastructure and supervision for the correct and proper provision of the services. In this regard, the Contractor shall provide ENEL, on a monthly basis, with details on the monitoring activities carried out at each control center, broken down by shift.

The Contractor shall assist the inspectors so that they may coordinate ENEL's own works.

17.2.11. The Contractor shall have proper communications equipment that enables the professional in charge of the works to be rapidly identified at any given time, twenty-four hours a day.

17.2.12. The Contractor shall monitor clearly identifiable mobile services, such as the services provided by the security company.

17.2.13. ENEL shall evaluate the Company on a quarterly basis according to compliance with: response time, service quality, safety standards, personnel equipment. Any workplace accidents and the amount of fines and sanctions applied shall also be taken into account. This evaluation shall be taken into account for extensions and/or implementation of new requests, as well as for early termination of the Contract.

17.2.14. This evaluation shall be delivered to the Contractor, who may present arguments in its defense as it deems appropriate.

17.3. Training of Contractor's Employees

- The Contractor shall train its employees and, for such purpose, shall hire instructors with sufficient technical skills and specialization, to the satisfaction of ENEL, and shall require that the training cover all applicable ENEL rules and procedures and shall also maintain records thereof in order to respond to service needs. Furthermore, under the premise of constantly improving, the training shall be adjusted to potential changes in employees, procedures, etc.
- By virtue of Resolution No. 421/2011 of the National Electricity Regulator, the Contractor shall train all of its employees and/or those of its subcontractor(s) in the specialization or works subject to the Contract, through prestigious institutions or organizations that have been previously approved by ENEL. A copy of these trainings shall be delivered to the Training and Development Department of ENEL HR.
- The Contractor shall present a monthly detailed management report, in accordance with the provisions of the preceding paragraphs, to the Training and Development Department of ENEL HR.
- Verification of worker qualification profiles: The Contractor shall be required to comply with the following requirements in relation to the workers carrying out activities for ENEL:
 - Requirement to provide the following courses: Electrical Risk and Work at Heights (for all workers facing this risk by virtue of the nature of their work), First Aid and CPR (for all workers). If specific systems are being developed, the employees shall be trained on "Secure Development" rules defined as standard (Secure Software Development Lifecycle).
 - These courses shall be longer than (2) hours, and in the case of Work at Heights and First Aid and CPR courses, practical exercises shall be included.
 - The following documents shall be submitted on a monthly basis:
 - Content Manuals for all courses listed on the competencies grid, primarily for the three mandatory courses listed herein above.
 - Annual training program: courses, content and duration thereof, defined by the Health and Safety services representatives.
 - Program and content manuals for orientation courses.
 - Competencies Grid for all workers, reporting on the courses provided to each worker over the last 4 years; identifying in each case the most recent date on which they received training and identifying the following (in columns):
 - a) Employee list (name and National Identification No.)
 - b) Details on the posts and positions of each employee
 - c) Qualifications and certifications, specifying the date granted
 - d) Classes provided, stating in each case the most recent date on which they received training.
 - Location: HR Training and Development Department A list of training provided to its employees during the week shall be provided to the ENEL's Training and Development Department on a weekly basis, specifying the name of the course or activity, duration in days and hours, and the number of participants.

17.3.1. Delivery method: by mail on Thursdays, before 12:00pm. The e-mail address shall be provided as soon as it has been established.

17.3.2. Wages: The Contractor shall be held solely liable for payment of wages to its employees and those of its subcontractors carrying out the contracted activities, as well as for the effective payment of social welfare contributions.

17.4. Occupational Health and Safety

17.4.1. Health and Safety Rules applicable to Contractors

17.4.1.1. General Rules

The Contractor shall comply with all legal provisions on Occupational Health and Safety and shall be held solely liable before the authorities and third parties for compliance with the laws and decrees in force, and shall be required to take all necessary precautions to prevent any accident, harm or disturbances to its employees and to the personnel or property of ENEL or of third parties and, thus, undertakes all liability inherent in and arising from the carelessness or negligence of its own employees.

ENEL, through its site managers, shall centralize all Health and Safety information and shall be authorized to make decisions as regards implementation and application of Safety Rules.

The Contractor shall implement all safety measures indicated by ENEL that affect the work carried out by its company. Furthermore, it shall promote and ensure adequate environmental conditions in the workplaces and shall ensure the highest level of security.

The Contractor shall have the employees, facilities and means required by:

- a) Health and Safety Law No. 19587, its Regulatory Decree No. 351/79 and Amendments.
- b) Construction Industry Regulatory Decree No. 911/96.
- c) ENEL's internal regulations.
- d) Occupational Risk Law No. 24.557, its Decrees and Resolutions.
- e) All requirements established by ENEL's construction inspectorate.

17.4.1.2. Occupational Health

The Contractor shall comply with all obligations applicable thereto by virtue of the legislation in force or other related provisions implemented during the term of the Contract.

Health and Safety Law No. 19.587, art. 5, paragraph h) establishes the obligation of the employer to study the implementation of health protection measures for employees in the workplace and, in particular, in relation to duties that are risky, burdensome, may cause premature aging or exhaustion and/or are unhealthy.

Employment Contracts Law No. 20.744, art. 75 defines the employer's Duty of Security as the obligation to safeguard the psychophysical well-being of its employees.

Occupational Health and Safety evaluation criteria and the documents required to be submitted by the bidders participating in the qualification and/or tender process shall be set forth in the "HHPG2000 Service Provider Occupational Health and Safety Evaluation" document.

The Contractor shall comply with the following obligations:

MEDICAL EXAMINATIONS

- a) Pre-Employment Examinations art. 2, Occupational Risks Bureau Resolution No. 37/2010: aimed at determining the psychophysical fitness of the applicant for performing the activities required thereof and to record disabilities, if any, with a view to exonerating the employer from liability for any condition existing prior to the start of the employment relationship.
- b) Regular Medical Check-Ups art. 3, Occupational Risks Bureau Resolution No. 37/2010: aimed at early detection of diseases caused by any of the risk agents listed in Decree 658/96 to which the worker is exposed in the performance of its duties.

The Contractor shall notify its Occupational Risk Insurer, on an annual basis and in due form, of the risks of its activity, the employees involved and the exposure times of such employees.

- c) ENEL's activity involves risk agents that are not covered by Occupational Risks Bureau Resolution No. 37/2010, which should be analyzed as regards the obligation set forth in art. 5 of Law No. 19.587, ratified as a specific obligation of the Occupational Medicine Department in art. 5 of Decree 1338/96. These cases include:

Employees performing electrical tasks and/or work at heights or other work that could involve personal risk or risk to third parties or facilities: aimed at early detection of diseases in order to determine employee fitness for the task and, thus, preventing workplace accidents thereto or to other third parties.

These examinations shall include all tests that would enable determination of whether the worker is physically and psychologically fit to perform the task and shall be performed as frequently as required in order to continue to certify physical and psychological fitness over time.

Administrative staff: promote and maintain the highest level of health for such employees, as detailed in the provisions of article 5 of Decree No. 1338/96.

- o Frequency: Annually or Biannually.
- d) Examinations before new assigned tasks art. 4, Occupational Risks Bureau Resolution No. 37/2010: assesses psychophysical fitness of the candidate for the performance of the activities required for the position.
- e) Examinations after extended absences art. 5, Occupational Risks Bureau Resolution No. 37/2010: detect any illnesses developed during the absence.
- f) Examinations prior to terminating the employment relationship art. 6, Occupational Risks Bureau Resolution No. 37/2010: to confirm current health in light of the risks to which the worker was exposed.

- SICK LEAVE

Within the framework of the obligation of employers to protect the health of its employees, ENEL requires the Contractor to immediately report, as soon as identified, any infectious or contagious diseases that represent a risk to the health of an infected person that has contact with ENEL workers, to ENEL's Occupational Medicine Department, so that the relevant measures may be taken. Furthermore, the Contractor shall provide said Department with a medical discharge certificate for the relevant person before they return to the ENEL facilities.

- WORKPLACE ACCIDENTS

The Contractor shall notify ENEL's Occupational Medicine Department of any and all workplace and/or commuting accidents.

The Contractor shall send a weekly report on the development of injured workers. Reports on workers deemed to have serious injuries, whether due to the severity of their injuries or because they will be out from work for more than thirty (30) days, shall be more comprehensive and shall include as much information as possible in order to enable monitoring of the worker at all stages.

The Contractor shall report the medical intake date as soon as it is issued.

- AUDIT

ENEL reserves the right to carry out relevant audits, through its Occupational Medicine Department, in order to verify compliance by the Contractor with all legal obligations set forth in the preceding paragraphs, and the Contractor shall provide all requested documents in the time and manner required.

17.4.1.3. Occupational Health and Safety Service

The Contractor shall appoint a representative for the obligations set forth in Law No. 19.587 and its Regulatory Decree No. 351/79 (Title II, Chapter 4), complying with or increasing, when so warranted by the risk being evaluated, the professional hours established in Decree No. 1338/96, even if the company only has a few workers.

The Contractor shall have specialized technicians that have been accredited by the Ministry of Employment in accordance with said Law. As warranted by the risk assessed, these employees shall be present at the works at all times.

Before starting any works, the technical record required under Decree No. 911 shall be presented to ENEL's Occupational Health and Safety Department for those works covered by said law.

a) Requirements

The Contractor shall present the following before starting the works:

Required Sworn Statements:

- o Description of how their Occupational Health, Safety and Medicine services are enabled, clarifying whether these are provided with own or external personnel and composition thereof in relation to the workforce, as regulated by occupational health provisions set forth in Occupational Health and Safety Law No. 19587, Regulatory Decree No. 351/79, Law No. 24557 and Decree No. 1338/96, and the locations to which persons suffering accidents are transferred.
- o Results of the pre-employment medical examinations for employees involved in carrying out the work and, as the case may be, the results of regular medical check-ups, which shall have been completed within the last year. Pre-employment examinations shall include alcohol and psychoactive drug testing.
- o Specify the safety elements provided in its Health and Safety Services for workers carrying out the work, the date they were provided to such employee and proof of delivery in accordance with Resolution No. 299/11.

ENEL shall verify, either directly or through third parties, the statements made.

b) Contractor's Liability – Health and Safety Legislation

The Contractor shall be exclusively liable for the safety of those persons employed in the performance of the service or work and shall comply with all provisions of Law No. 19.587 and its Regulatory Decree No. 351/79, amended by Decree No. 1338/96 and, as applicable, Decree No. 911/96 establishing the Health and Safety Regulations for Construction Employees and Occupational Risks Bureau Resolution Nos. 231/96, 295/03, 51/97, 35/98 and 319/99, undertaking to ensure compliance by its employees, during the performance of the works, with all necessary safety measures to prevent work accidents, releasing ENEL from any joint or several liability. Furthermore, the Contractor shall be required to comply with the requirements set forth in Resolution No. 41/89 of the National Ministry of Employment and Social Security and in Resolution Nos. 35/98, 37/99 and 319/99 of the Occupational Risks Bureau.

In the case of works on public roads, the Contractor shall comply with national, regional and/or municipal provisions as well as with Energy Regulator Resolution No. 190/12, or any other regulations that may supplement or replace it.

Furthermore, the Contractor shall comply with all Occupational Health and Safety regulations in force during performance of the Contract.

c) Contractor's Health and Safety Obligations

ENEL shall identify those Contractors that shall have an Occupational Health and Safety certification under the OHSAS 18.001 standard.

The Contractor, in addition to the audit and/or verification of OSHAS standards, shall meet and comply with the following standards:

The selection process for supervisors and team leaders shall include a psychological interview together with several psychometric and projective tests that enable determination of whether the candidates have the leadership qualities necessary, a risk appetite and whether they adhere to safety measures in order to ensure sufficient oversight of the employees under their authority. The Contractor shall notify the Training and Development Department of ENEL HR, who shall validate the proposal, of all companies in which these interviews will be performed.

The Contractor shall implement a compensation system for supervisors and team leaders that includes penalties and rewards based on performance in the area of employee safety for workers under their authority. The Contractor shall, before activities are initiated, provide the regime to be implemented to ENEL's Risk Prevention Department.

17.4.2. Breach of Rules

Breach of the indicated Safety Rules shall entitle ENEL to suspend the works until the provision breached is fully cured, and the Contractor shall bear all liability for any delays arising therefrom as regards the dates set forth for completion of each of the assigned tasks.

If a breach of the provisions of the clauses on occupational health and safety is identified, this shall be considered a serious breach by the Contractor.

The Contractor shall implement any other security measures necessary to avoid risks that may result in injury to its employees, the employees of ENEL or third parties, even if not specified in these General Terms and Conditions, or as may be required in future legislation.

The Contractor shall present a copy of the plan for improving the current health and safety requirements being applied or, as the case may be, a copy of the maintenance programs for the health and safety requirements and a risk prevention program. The Contractor shall, if performing construction activities under the Contract, issue a Construction Safety Program for the specific work, in accordance with Occupational Risks Bureau Resolution No. 51/97.

Independent of the safety program, the Contractor shall present occupational safety procedures for each activity performed by its employees. These procedures shall address:

- Subsequent stages of the task.
- Risks at each stage.
- Personal and collective protection equipment required at each stage.
- Safe methodology for performing the task.

This shall include, if necessary, clarifying graphics or photographs.

These procedures shall be addressed in the mandatory training courses which all employees must have attended and passed.

Independent of the sanctions that ENEL may apply, in the event that audits reveal breaches not considered to be serious or very serious totaling twenty-five percent (25%), or in the event of serious or very serious breaches or increases in accident rates, and at all times at the request of ENEL, the Contractor shall present a plan for improving the health and safety conditions, which shall be validated by ENEL's Health and Safety Department, which shall also monitor compliance with said plan. If any delays are identified, the Contractor shall be subject to a fine according to the provisions of this Annex. This shall be without prejudice to the right of ENEL to terminate the Contract immediately following written notice to the Contractor.

The amounts of the fines for breach of Health and Safety requirements are set forth in clause 15.5 of this document.

17.4.2.1. Workplace Accident Complaints

During the provision of the services and as part of the documents related to compliance with its labor obligations, in the event of a workplace accident involving employees from its company that are involved in performing the Contract executed with ENEL, the Contractor shall issue the following to ENEL's Health and Safety Department:

- Notice to permanent on call officers: Any workplace accident occurring shall be immediately reported to the relevant Permanent On Call Officers of ENEL's Health and Safety Department.
- Notice of the claim filed before the Occupational Risks Bureau: The Contractor shall issue (by fax) a copy of the accident claim filed before the Occupational Risks Bureau, within 5 (five) days from said claim.

- Report: The Contractor shall present, within 5 (five) days from the occurrence of an accident, a detailed report on said accident. The above-mentioned report shall include all information required to analyze the accident and that contribute to an assessment of the causes and consequences thereof. This report shall include photographs, witness statements, a description of the procedures followed, work orders, request for installations, protocols, etc. Subsequently, ENEL shall notify the Contractor of the conclusion reached following the analysis completed based on the above-mentioned information.
- Monthly statistics on accidents: The Contractor shall, on a monthly basis and within the 5 (five) first days of each month, report to ENEL's Prevention Coordinators on the monthly and cumulative data referring to:
 - Man hours worked (broken down by areas)
 - Number of accidents, stating the cause for each
 - Number of work days lost because of the accidents, stating the number of days each injured worker was out of work
 - Form and nature of the injury and the affected area for each injured worker
 - Frequency rates
 - Severity rates
- Additional requirements: All other information and/or documents not listed herein that may be requested by ENEL shall be provided within 5 (five) days from any such request.