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1. SCOPE

1.1. This "Annex VI Peru" shall apply to all contracts governed by Peruvian 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 VI Peru 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 VI PERU

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 VI Peru is in Spanish.

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

3. INVOICING AND PAYMENT TERMS

3.1. Invoicing

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

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

3.2. Payment Terms

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

3.2.2. In the event ENEL returns an invoice to the Contractor for non-compliance with its requirements, the invoice payment period shall be calculated from the date on which the Contractor issues a new invoice that complies with all requirements set forth in these General Terms and Conditions and in the Contract.

3.2.3. If ENEL authorizes an advance payment to the Contractor, such payment shall be made following the delivery of a bond letter for the advance payment amount.

3.3. Default

3.3.1. If the Contractor does not comply with the obligations established in the Contract, it shall be automatically considered in default, without any summons by ENEL being required, in accordance with the provisions of paragraph 1) of article 1333 of the Civil Code.

4. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

4.1. The Contractor may not, in whole or in part, assign its position under the Contract, except with the express, prior and written authorization of ENEL. In such case, in accordance with the provisions of article 1437 of the Civil Code, ENEL may file a claim against the Contractor if the assignees breach the obligations undertaken.

The Contractor expressly authorizes ENEL to assign, in whole or in part, its position under the Contract to any ENEL Group company or associate, for which purpose notice by ENEL to the Contractor at least 3 (three) months before the date of the assignment shall suffice.

4.2. The Contractor may not subcontract the performance of all of its obligations under the Contract. However, the Contractor may subcontract the performance of some of its obligations, provided that:

4.2.1. ENEL has granted its prior, express and written consent to the subcontracting, which consent may not be unreasonably withheld.

4.2.2. The Contractor shall be held jointly and severally liable with the subcontractors vis-à-vis ENEL for full compliance with its obligations under the Contract, and shall not be released from liability therefor, for which purpose the Contractor shall provide ENEL with the relevant document duly signed by the subcontractor.

4.2.3. 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 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, agents, advisors or employees.

4.3. 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.

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

4.5. The Contractor undertakes to comply and ensure compliance by its subcontractors with the requirements established by the Contract and Peruvian regulations in force in relation to subcontracting.

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

4.7. ENEL reserves the right to decide during the provision of services the removal of any subcontractors or assignees, according to its own judgment. In such case, the Contractor undertakes to terminate the subcontract.

5. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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

5.2. The Contractor may not assign or transfer to third parties, in whole or in part, the rights and obligations deriving from the Contract, nor may carry out any other transaction involving the disposal, by any means, encumbrance, commitment and/or transaction, in whole or in part, of the aforementioned rights and obligations, except with the prior, express and written approval of ENEL for each transaction.

6. CONTRACTOR'S WARRANTIES

6.1. The Warranty Period for the materials and equipment shall be as established in the Contract and, if not specified, shall have a term of two (2) years from the date of the Provisional Acceptance Certificate. If this Certificate is not signed, the period shall begin when ENEL accepts the delivery of the material.

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

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

7. ECONOMIC GUARANTEE

7.1. Guarantee mechanisms approved by ENEL

7.1.1. Bond letter

Document issued by any first-rank bank included in the list established by ENEL (issuing bank) at the request and expense of a client (guaranteed party), which shall include the following description: "To ensure full, complete and timely compliance with the Contract for _____(describe purpose), on an irrevocable, unconditional, joint and several and immediately executable basis, without benefit of excussion," by virtue of which the bank undertakes to pay the beneficiary the monetary amount agreed between the Parties upon mere presentation of the guarantee.

7.1.2. Withholding from invoices

ENEL may use Invoice Withholdings against the Contractor as security instead of a bank guarantee certificate or bond letter.

7.2. Guarantee types

7.2.1. Guarantee for the full, complete and timely compliance with the services Contract and Bond Letter for the holding of materials and specialized facility equipment.

7.2.2. As regards service contracts, the Contractor shall submit a Guarantee, within 30 (thirty) days from the signing of the Contract or purchase order, in favor of Nom_Fil for an amount equivalent to 10% of the annual amount awarded and with an annual renewable term for the term of the Contract.

7.2.3. Furthermore, the final renewal shall extend twelve (12) calendar months beyond expiration of the term established in the Contract or of its respective renewal periods.

7.2.4. The guarantee in the case of materials and equipment shall be for 10% of the amount of the Contract, for a period extending from receipt of the Contract by the Contractor up until receipt of the materials and equipment.

7.2.5. Guarantee for compliance with labor and social welfare obligations in relation to agreements for employment intermediation services: this is a supplemental guarantee to that provided for in the preceding paragraph.

7.2.6. Guarantee for material and equipment quality.

7.2.7. The Contractor shall grant a Guarantee in favor of ENEL for an amount equivalent to 10% of the amount of the Contract and with a term of two years from the delivery of the equipment.

7.3. Application of guarantee types:

7.3.1. If the Contractor does not grant the indicated guarantee, ENEL may make withholdings against the invoices until the guarantee amount agreed between the Parties is met.

7.3.2. The Contractor undertakes to provide written notice to the financial institution backing its guarantees, as well as to request confirmation thereof of its coverage, in the event of any amendment to the terms and conditions of the Contract and/or delivery order. The Contractor shall have thirty (30) business days following execution of any amendment to the Contract to deliver the certification issued by the financial institution approving the amendment. If withholding is selected as the type of guarantee, amounts shall be revised in accordance with any amendments implemented.

7.4. Return of guarantees:

7.4.1. The bid security bond shall be returned within fifteen (15) days from the signing of the Contract, once requested in writing by the Contractor and after all relevant discounts and verifications have been made by ENEL.

7.4.2. In the case of service contracts, the contract compliance guarantee and the guarantee for compliance with labor and social welfare obligations shall be returned, when so requested in writing by the Contractor, once twelve months from termination of the Contract have elapsed and after all relevant discounts and verifications have been made by ENEL.

8. PROCESSING OF PERSONAL DATA

8.1. In the event the Contractor has access to the personal data included in the databases held by ENEL in order to perform the Contract, the Contractor shall comply with Personal Data Protection Act No. 29733. In any case, ENEL shall, as the owner of the databases, decide on the purpose, content and use of the data processing, and the Contractor shall only use said data, solely and exclusively, for purposes deriving from the provision of services under this Contract.

8.2. Databases containing personal data to which the Contractor has access as a result of the provision of services are the sole and exclusive property of ENEL, who shall also own any and all developments, assessments, divisions or similar processes that, in relation thereto, may be implemented by the Contractor, in accordance with the services contracted in the Contract, and the Contractor declares that they shall be treated as confidential for all purposes and shall, as result, be subject to the highest professional secrecy standards, including after the provision of services has been completed.

8.3. The Contractor is, for the purposes of the Contract, a data processor in accordance with the personal data protection regulations in force and undertakes to meet its obligations as such. This provision of data by ENEL shall not be considered a transfer of personal data for the purposes of Personal Data Protection Act No. 29733.

8.4. The Contractor, as the data processor, shall be required to comply with the provisions of Personal Data Protection Act No. 29733 and its Regulations approved by Supreme Decree No. 003-2013-JUS and, in particular, undertakes to:

- a) Safeguard the personal data to which the Contractor will have access as a result of the provision of services and adopt the necessary legal, technical and organizational measures and, in particular, those established in article 9 of Law 29733, in article 10 of its Regulations approved by Supreme Decree No. 003-2013-JUS and in any other implementing regulations, to ensure personal data security 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, by way of example, hardware, software, recovery procedures, back-up copies and personal data derived, whether displayed on screen or in print.

- b) Use or apply personal data exclusively for provision of the agreed services and, as the case may be, as instructed by ENEL, as the owner of the databases containing the personal data.
- c) Refrain from disclosing or transferring said data, including for its storage, as well as any developments, evaluations or processes similar to the above to any third party, nor duplicate or reproduce any information, results or listings thereon, in whole or in part.

If the international transfer of data is required to provide the service, the Contractor undertakes to provide ENEL with sufficient advance notice so that the latter may request the relevant authorizations, without which the Contractor may not carry out said transfer.

- d) Ensure that all personal data to which it may have access are processed solely by those employees whose involvement is necessary in order to provide the services. The Contractor shall notify these employees of all mandatory security measures and of the duty of privacy and confidentiality by which they are bound in relation to such data, including after the services have been provided.
- e) Allow any checks or audits that ENEL, on a reasonable basis, intends to carry out in order to verify compliance with the provisions of this clause.
- f) Once the services have been provided, the Contractor shall return the personal data to ENEL within fifteen (15) calendar days, including all media or documents in which they are recorded and shall not retain any copies thereof. If the Contractor has established a record of the personal data provided by ENEL for the purpose of performing this Contract, such record shall be destroyed.

8.5. In the event that ENEL authorizes the subcontracting of any services to third parties, thereby requiring that these third parties have access to the personal data covered by this section, the Contractor undertakes, prior to the execution of said subcontracting, to have an agreement jointly signed by the Parties and the subcontractors under which the latter expressly accept that they shall assume the position of data processors on behalf of the owner of the databases containing personal data, under the same provisions as set forth in this section, as well as for compliance with all obligations arising from data protection regulations, including the provisions of the Security Directive published by the National Personal Data Protection Authority that are applicable thereto in its condition as data processor in accordance with the Contract.

8.6. In the event of breach by the Contractor, including by its employees, subcontractors or employees of the latter, of its obligations under the Contract or deriving from applicable personal data protection legislation, the Contractor shall be liable for the processing thereof and, in particular, shall assume any and all liability that may arise for ENEL, as the owner of the databases, as a result of any type of sanction imposed in legal or administrative proceedings against ENEL.

In accordance with the provisions of the preceding paragraph, the Contractor undertakes to indemnify and hold ENEL harmless against any claim that may be filed (in particular if a case is opened by the National Personal Data Protection Authority) due to its breach, as the data controller, of personal data protection legislation and agrees to pay any amount that ENEL may be sentenced to pay as a result of said breach, including for sanctions, fines, indemnities, compensation for damages or losses, and interests.

8.7. Confidentiality of Personal Data

8.7.1. For the purposes of this Contract, Confidential Information (hereinafter, the "Information") shall mean all documents, data, personal data and reports, regardless of the storage media used, which have been directly or indirectly delivered prior to the execution date hereof or during the term thereof by either of the Parties and which are related to this contractual relationship.

8.7.2. The Parties undertake to safeguard the privacy and confidentiality of the Information, which may only be used by the other Party for the purposes of this Contract. For this purpose, each of the Parties shall adopt any measures necessary to safeguard the privacy and confidentiality of the Information. This undertaking shall also apply to its shareholders, directors, managers, employees, advisors and subcontractors, as the case may be, whereby the Parties hereby declare that, as of the signing of this Contract, they have notified the above-mentioned persons of the scope of this clause, with which they shall be required to fully comply. ENEL shall have the right to file all relevant legal claims to defend its interests in relation to violations of confidentiality.

8.7.3. In light of the fact that the Contractor and ENEL, in order to perform the Contract, will be accessing personal data included in the databases held thereby, they shall comply with the provisions of Personal Data Protection Act No. 29733 and its Regulations, approved by Supreme Decree 003-2013-JUS, on the duty of privacy and confidentiality, as well as with the security measures established in the regulations in force. For this reason, the Contractor and ENEL may only use said data solely and exclusively for the purposes deriving from the provision of the services subject to this Contract.

8.7.4. The Contractor and ENEL shall uphold, for an indefinite term and even after the contractual relationship is terminated, the duty of privacy and confidentiality over the personal data and Information in general of which they have become aware during the performance of the Contract, except in those cases in which disclosure thereof is required by law. It is understood that, in any case, the Party who is required to disclose the Information shall only disclose the part of the data that is required to meet the legal or administrative requirement. Breach of the provisions of this paragraph shall not constitute cause for termination.

8.7.5. In the event that ENEL has authorized the subcontracting or assignment of the Contract, the Contractor shall be required to sign a confidentiality agreement with the subcontractor or assignee under the same terms as stated herein above.

8.7.6. The following is not considered to be confidential information:

- information that is publicly available by any means other than breach of this Contract;
- information known to the other Party, provided such information was not provided or disclosed by one Party to the other;
- information already held by one of the Parties at the time of its communication;
- information developed by the other Party independently of any prior disclosure made by the Party issuing the Information.

9. PROTECTION OF THE ENVIRONMENT

9.1. Materials and/or Equipment

9.1.1. The Contractor undertakes to adopt appropriate measures to ensure strict compliance with its obligations under all applicable environmental legislation in force in Peru, 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 substance or material by virtue of the legislation in force, notwithstanding any other legal provisions that may come into effect in furtherance of the aforementioned, and shall repair any damage caused by breach of the applicable regulations in force.

9.1.2. The Contractor undertakes to provide, whenever possible, products or materials using ecological packaging, with greater energy efficiency, a longer useful life, lower costs, lower potential for generating waste product and lower final disposal costs.

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

9.1.4. The Contractor shall follow all restrictions on the commercialization of dangerous substances and materials as defined by applicable law, as well as by any legal amendments thereto. In particular, the Contractor shall evidence the absence of PCBs in equipment lubricants and of CFCs, HCFCs, halons, etc., subject to commercial restrictions.

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

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

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

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

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

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

The Contractor shall ensure its compliance with the legislation in force on the receipt, assessment, authorization and restriction of chemical substances and compounds, providing the material safety data sheet (MSDS), in Spanish, for the substances or compounds delivered and produced in accordance with the legislation in force. The safety sheet shall describe the uses for the substances or compounds delivered.

9.1.10. 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 responsible for removing 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 on the disposal of electronic waste, paying particular attention to electricity meters, computers and monitoring equipment, which the Contractor shall remove at the end of their useful life, establishing the appropriate logistics for their final disposal.

9.2. Services

9.2.1. The Contractor shall be aware of all legal and internal requirements and regulations applicable thereto in the performance of the works.

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

9.2.3. The Contractor shall provide its employees with the means necessary to ensure that the works 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.

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

9.2.5. 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 those zones and waste with a significant environmental impact.
- Prevent leaks, spills and contamination 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 services are being performed. This zone shall be kept clean and orderly during each working day and, in particular, at the end of each day. Furthermore, the Contractor shall comply with the environmental procedures of the Environmental Management System applicable to the works being performed, if implemented at the facilities covered by the Contract.
- Properly separate all waste, placing enough covered containers, properly labeled and in good conditions, in accordance with the colors established by the regulations in force, at the place where the work is being performed. The final disposal of any waste generated shall be managed based on the type of waste and legislation applicable thereto through companies authorized for such purpose. 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 of the contracted services have been provided, the Contractor shall leave the work zone clean and shall remove 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 for and bear all costs for the removal, transport and authorized disposal thereof.
- Furthermore, the Contractor shall implement appropriate measures to ensure strict compliance with current environmental legislation and regulations applicable to said works.

9.2.6. 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.

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

9.2.8. If any of these clauses 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 10% of this amount from the invoice, as a sanction.

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

10. ETHICAL CONDUCT RULES

10.1. General

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 rest of the Ethical Conduct Rules are available at www.endesa.com.

10.2. 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; and
3. it, nor any of its family members (non-legally separated spouse or first-degree relatives), has, within the last 24 months, nor currently holds, any positions in government agencies or organizations in charge of public services that have a direct connection to the activities performed by any of the ENEL Group companies (granting concessions, oversight activities, etc.).

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 24 months, nor currently holds, any position in Government Agencies or Organizations in charge of public services that have a direct connection to the activities performed by any of the ENEL Group companies (granting concessions, oversight activities, etc.).

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

11. GOVERNING LAW AND CONFLICT RESOLUTION

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

11.2. All conflicts and controversies (each individually a "Dispute") that may arise between the Parties regarding the interpretation, performance, implementation and any other aspect related to the existence, validity or termination of the Contract, shall be resolved by direct negotiations between the Parties, within thirty (30) calendar days from the date on which either Party notifies the other Party, in writing, of the existence of a Dispute (the "Direct Negotiations Period").

11.3. In the event the Dispute has not been resolved between the Parties within the Direct Negotiation Period, said Dispute shall be submitted to legal arbitration following the procedures established in the provisions of this clause and, as regards any matters not specified therein, in the Arbitration Regulations (the "Regulations") of the Conflict Analysis and Resolution Center of the Pontifical Catholic University of Peru (the "Center"), and Legislative Decree No. 1071 governing arbitration or any law that may replace it shall also be applicable. Application of the Center's Regulations shall not imply that the Parties have submitted the arbitration to the

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

jurisdiction of the Center, as it is agreed that the arbitration will be ad-hoc and conducted by the arbitrator or the arbitration panel, as the case may be.

11.4. Disputes for an amount less than or equal to US \$50,000.00 (fifty thousand and 00/100 U.S. dollars) shall be resolved by legal arbitration conducted by a single (1) arbitrator (the "Arbitrator"), who shall be appointed by mutual agreement of the Parties, subject to the rules laid out by the Center, in accordance with the provisions of the previous paragraph. In this regard, if the Parties are unable to reach a mutual agreement on the Arbitrator, the Center's Regulations shall apply for the purposes of appointment thereof.

11.5. Disputes for an amount greater than US \$50,000.00 (fifty thousand and 00/100 U.S. dollars) shall be resolved by an arbitration panel comprised of three (3) members. Each Party shall appoint one (1) arbitrator within fifteen (15) days from the request for arbitration, or response thereto, as the case may be. The third arbitrator, who shall also act as the Chairman of the arbitration panel, shall be appointed by the two (2) arbitrators appointed by the Parties, within thirty (30) days from appointment of the last of the two arbitrators. If either Party does not appoint an arbitrator within the period set forth in this paragraph, said arbitrator shall be appointed, at the request of either of the Parties, by the Center. If the two arbitrators appointed by the Parties do not appoint a third arbitrator within the above-stated period, the appointment shall be made, at the request of either Party or of the appointed arbitrators, by the Center.

11.6. The arbitration shall take place in the city of Lima, Peru and shall be conducted in Spanish.

11.7. The arbitration decision issued and duly notified shall be final and unappealable, with *res judicata* value, and shall enter into effect and be binding as from the time the Parties are notified thereof. The Parties, to the extent permitted by applicable law, waive the right to file any appeals contesting the arbitration decision, with the sole exception of appeals for annulment of the decision as set forth in Legislative Decree No. 1071 governing the arbitration, or in any law that may replace it.

Appeals for annulment and the suspension of the effects of the decision shall require that a joint and several and unconditional guarantee be granted in favor of the prevailing Party, for the amount established by the arbitrator or arbitration panel in the decision itself.

If the appeal for annulment is rejected, the Party that did not file the appeal shall be entitled to execute the guarantees granted in its favor.

11.8. Fees for the arbitrator and arbitration panel, as well as administrative expenses for both, shall be established by the arbitrator or arbitration panel, as the case may be, subject to the limit established by the Center for arbitrations administered by said institution, in accordance with the Tariffs Table approved by said institution in force as of the arbitration start date, with a limit on fees and administrative expenses as set forth in the Center's Arbitration Tariff Schedule in the amount of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevo Sols).

In order to determine the fees and administrative expenses, the amount of the Dispute shall be determined based on an economic valuation of the charge alleged by the contesting Party.

If the issue cannot be monetarily quantified, the arbitrator or arbitration panel shall set its fees based on the complexity of the issue, subject to the fee and administrative expenses limit established in the Center's Arbitration Tariff Schedule, totaling S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 Nuevo Sols).

11.9. The expenses incurred by the Parties as a result of the arbitration shall be assumed by the losing Party.

11.10. Notwithstanding the above, the Parties submit those Disputes that cannot be arbitrated to the resolution of the jurisdiction and competence of the Judges and Courts of the Judicial District of Lima, hereby waiving their own venue.

11.11. The Parties shall be required, while the result of any arbitration in accordance with this clause is still pending, to continue to comply with their respective obligations under the Contract.

11.12. The Parties expressly submit to the competency of the judges and tribunals of the Judicial District of Lima for any intervention of ordinary judges and courts that may be required under Legislative Decree No. 107.

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

12.1. The Contractor undertakes to have the necessary human labor required, in number and qualification, available at all times to perform the Contract in accordance with the highest quality standards defined therein. In this regard, the Contractor shall take the preventive measures necessary to prevent any labor disruptions that could affect the service and, in the event of any such disruption, to continue providing the service with the same levels of efficiency.

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

12.3. Based on the nature of the Contract and the obligations undertaken by the Contractor, the Parties acknowledge that the contractual relationship binding them is strictly civil in nature and is covered by the provisions of the Civil Code, such that no labor relation between the Parties and the employees of the other Party involved in carrying out its obligations may be inferred. Consequently, with a view to compliance with the Contract, the Parties shall not be subject to a subordination or dependency relationship in any manner and shall therefore benefit from full autonomy to comply with its obligations.

In this regard, ENEL shall not be liable in any manner whatsoever for said employees, nor for paying their compensations, social benefits, social security, vacation pay or other items, whether of a labor or other nature, which the Contractor may owe thereto.

The Contractor may subcontract up to a maximum of 30% of the Contract value, subject solely to the written authorization of ENEL. If such authorization is granted, the Contractor and its subcontractor shall be held jointly and severally liable vis-à-vis ENEL for any liability arising under the Contract, for which purpose the Contractor shall submit the relevant document duly signed by the subcontractor to ENEL.

12.4. Furthermore, if services under the Contract need to be externalized, the Contractor undertakes to comply with all obligations set forth in Law No. 29245 governing the externalization of services, Legislative Decree No. 1038 and any other applicable legal provisions and regulations, as well as any that may be implemented in the future, including:

- Comply with each and every requirement and characteristic of an outsourcing firm providing autonomous and integrated services.
- Include all employees providing services in relation to the Contract on the payroll.
- Make full and proper payment of all labor and social security obligations.
- The services to be provided shall not be performed by workers contracted under the regimes for service commissioning, professional fees or similar regimes, nor under an internship or youth employment training regime.
- Respect the exercise of its employees' labor rights.
- Provide its employees and ENEL personnel with information on the services to be provided, in accordance with the regulations in force.
- Registration (in force) as an outsourcing firm with the Ministry of Employment.

All other obligations set forth in the regulations in force and applicable on the basis of its condition as an employer and all other rules subsequently issued.

As regards Occupational Health and Safety, the Contractor undertakes to comply with the provisions of Law No. 29783, Occupational Health and Safety Act, approved by DS 005-2012-Tr, and with the Occupational Health and Safety Regulations for Electrical Activity as approved by Ministerial Resolution No. 111-2013 MEM/DM. Furthermore, the Contractor shall comply with the standards, procedures and good practices in the industry as well as with those set forth in the following standards and documents implemented by ENEL:

- a) Technical Specifications for Occupational Health and Safety and the Environment;

- b) General Safety Standards for ENEL Suppliers; and
- c) OHSAS 18001.

It is also established that any rules that amend, replace or supplement the standards set forth in the preceding paragraphs and duly reported to the Contractor shall also be applicable. In the event the Contractor has not obtained certification of compliance with the above-mentioned standards, the Contractor undertakes to provide ENEL with a plan and timeline for obtaining certification thereof. Breach of said plan shall be cause for termination, at the discretion of ENEL.

12.5. The Contractor shall defend, at its own expense, any claim filed or threat of claim made by the employees of the Contractor or subcontractors, by the competent authorities or by third parties against ENEL to the extent said claim is based on breach of its labor law, social security and occupational risk prevention obligations. The Contractor shall indemnify and hold ENEL and its subsidiaries harmless before any claim that may be filed under the circumstances set forth in this paragraph.