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## 1. SCOPE

1.1. This document (hereinafter, "**General Conditions**") shall apply to the contracts regarding the acquisition of Software, Cloud Services and Software and Cloud Maintenance/Support Services governed by Argentine law and entered into by and between the Enel Group companies and their contractors.

1.2. The Contract shall not be renewed automatically nor shall be subject to tacit extensions.

## 2. DEFINITIONS

2.1. The following definitions, among others, shall apply to this document:

- **ENEL GROUP AND COMPANIES UNDER ENEL'S CONTROL** (hereinafter, "**Enel Group**"):

1. In addition to (i) the companies where Enel S.p.A. holds the majority of the votes which can be exercised within the ordinary shareholders' meeting; (ii) the companies where Enel S.p.A. holds sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting, also the following entities shall be considered as subsidiaries:

- a) Italian or non-Italian companies on which Enel S.p.A. has the right, under a contract or a provisions of the deed of incorporation, to exercise a dominant influence, where such contracts or provisions are permitted by the applicable law;
- b) Italian or non-Italian companies where Enel S.p.A. exclusively holds, on the basis of agreements with other shareholders,.

2. For the purposes of paragraph 1, the voting rights of the subsidiaries or those exercised by means of fiduciaries or representatives shall be included, whilst the voting rights held on behalf of third parties shall not be considered.

## 3. LANGUAGE

3.1. The original version of this document shall be the one drawn up in Spanish.

3.2. In case of any conflict between the original version of this document, drawn up in Spanish, and the translations into other languages, the original Spanish version shall prevail.

## 4. PRICES

4.1. The Contract price represents the entire consideration agreed to cover the costs of products and Services. This includes all the items required for the full performance of the contract, and all the goods, services or works that the Contractor should provide or perform, including all the costs or expenses which may be required, except for the Services and the items expressly excluded and the relevant taxes, as provided for by the applicable law.

4.2. All the prices shall be detailed in the Contract in the form specified therein.

4.3. Unless otherwise provided by the Contract, the prices are fixed and constant and may not be modified throughout the term of the Contract.

## 5. INVOICING AND PAYMENT TERMS

### 5.1. Invoicing

5.1.1. Invoices shall be valid and accepted by Enel if they include all the information specified in the Contract and in the applicable regulations, provided that the contractual activities have been completely and properly performed.

5.1.2. Within the same invoice, the following categories shall be separated:

- The price of the supply or service;
- Adjustments of amounts already invoiced by applying the readjustment formula set out in the Contract. In this case, the supporting documents for the values of the rates applied and the detail of the relevant readjustment formula shall be provided.

5.1.3. Any invoice not specifying the relevant Contract number shall not be accepted nor taken into account for the determination of the date of receipt.

5.1.4. Even if the Contract provides that the invoice payment may be made with different currencies, each invoice may be issued in a single currency.

5.1.5. Enel shall return to the Contractor any invoice that:

- fails to include any information or data required by these General Conditions and/or the applicable law;
- contains items not authorized by Enel;
- is issued in a currency other than that specified in the Contract.

5.1.6. Except as otherwise provided by the Contract, all invoices and, where applicable, their relevant supporting documents, shall be sent to the address specified in the Contract.



5.1.7. The following invoice method for goods and services shall apply:

- after the written approval of each Certificate, the Contractor shall submit the relevant invoice. In the period between the date of submission of the invoice and its payment, the relevant amounts shall not be modified and therefore no readjustment or surcharge of any nature shall accrue. Enel shall be entitled to deduct from the payment of the invoices, any amount charged by the Contractor for any reason, including, without limitation, penalties or indemnifications.

- Enel shall not accept the issuance by the Contractor of Credit Invoice.

- The invoices shall specify the number of Contract and of the Certificate or Delivery Note, amount invoiced, bonus, special discounts, registration code of the Contractor with Enel, where appropriate, C.U.I.T. (tax ID number) and any other information required by Enel. Failure by Enel to refuse or challenge the invoices submitted by the Contractor within a certain date, shall not be construed as an acceptance or approval of such invoices, and the Contractor waives to invoke the presumption set forth in section 1145 of the Civil and Commercial Code or any regulations replacing it in the future.

5.1.8. Without prejudice to the invoicing system and the payment terms, the Contractor may submit electronic invoice, according to the requirements of the General Resolution 2584 of the Federal Administration of Public Revenues, as amended and supplemented. The electronic invoices may be submitted by e-mail; however, this submission shall not discharge the Contractor from its obligation to submit the invoices at the address specified by Enel in the Contract. If the Contractor chooses the aforementioned invoice system, this shall be kept throughout the term of the Contract or until this system is operational.

5.1.9. All invoices and, where applicable, their relevant supporting documents shall be submitted to the address specified by Enel in the Contract.

## **5.2. Payment terms**

5.2.1. All payments shall be made by Enel by bank transfer, in the manner and within the time limits set out in the Contract.

5.2.2. To this purpose, the Contractor undertakes to notify its full bank details to Enel.

5.2.3. The Contractor has the obligation to promptly report to Enel any change to its fiscal and general data (such as: VAT number, address, company name, etc.) or any change of ownership.

5.2.4. Failure to communicate the above information may result in the suspension of payments of the invoices containing outdated data.

5.2.5. Upon approval by Enel of the fulfillment of all of the contractual terms and conditions, the invoices received shall be paid within the term specified in the Contract, in accordance with the applicable law.

5.2.6. All the payments made before the Provisional Acceptance, in accordance with the provisions of the Contract, shall be construed as advance payments on the final price.

5.2.7. For all purposes, the payment date shall be the date on which Enel issues the transfer order, regardless of any other date, such as the date of receipt of the payment or of entry into the Contractor's account, etc.

5.2.8. Enel shall not make any payment until the Contractor certifies, to Enel's satisfaction, it has taken out insurances and delivered the Advance Payment Guarantee and the Performance Guarantee.

5.2.9. The cost of the Stamp Tax levied on the Contract shall be equally borne by the Parties, except in case of objective or subjective tax exemption, in which case the Party that is not subject to such exemption shall pay the corresponding part of Stamp Tax.

5.2.10. If the Stamp Tax is due, Enel shall pay it in full and the amount equal to fifty percent (50 %) of such Stamp Tax shall be deducted to the Contractor from the first invoice(s) that the Contractor submits to Enel, until the relevant amount is reached.

## **6. TAXES**

6.1. The taxes, fees or levies resulting from the procurement shall be paid, withheld or deducted from the price, by Enel or the Contractor, in accordance with the applicable law provisions.

6.2. The Parties mutually undertake to fulfill all the requirements and procedures and to deliver all the documents required for the correct settlement of taxes and invoice payments, including making such withholdings and similar obligations due in accordance with the applicable regulations, following the guidelines set forth therein at any time.

6.3. Likewise, the Parties undertake to cooperate in obtaining any exemption and fiscal benefit applicable to the execution of the subject of the Contract.

6.4. Where, due to lack of diligence or for any other cause attributable to the Contractor, Enel should lose the opportunity to enjoy any fiscal benefit, it may discount the amount of that benefit from the agreed price, subject to accreditation by any means of evidence admitted by Law.

6.5. Where there is an agreement in force to avoid double taxation between the country of residence of the Contractor and the country of residence of Enel, and where the Contractor appeals to the application of any provision thereof, the Contractor shall provide Enel with the relevant certificate of residence attesting that the Contractor is a tax resident in its country for the purposes of the provisions of such agreement, and the assessment of the income granted by the country of residence of Enel shall be taken into account. Such certificate shall be provided together with the first invoice issued and/or upon Enel's request. If the certificate expires during the term of the Contract, the Contractor shall provide Enel with a new certificate to enable the application of the Agreement.

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6.6. The Contractor shall pay all the taxes, levies and duties related to the contents of the Contract, except for those items to be paid by Enel according to law.

6.7. If Enel has to apply deductions from the payments due to the Contractor, and upon Contractor's request, Enel shall issue a certificate specifying the deductions applied as well as the amounts paid and the amounts withheld.

**7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING**

7.1. The Contractor, in its bid, shall specify the activities proposed for outsourcing and the suggested subcontractor(s), together with the technical and financial documentation required to the Bidder by the Invitation to Tender, which shall constitute part of the technical competence for the approval of the subcontractor.

7.2. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignee and Enel, and the Contractor shall always be liable for all the activities of such subcontractors or assignees, and for the fulfillment of their contractual, legal and tax obligations arising from the performance of the works, as well as for any damage caused to Enel by any of its subcontractors or assignees, agents, consultants and workers. Enel shall not be liable before any subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Contractor undertakes before Enel to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Contractor shall be liable before Enel and shall indemnify Enel from and against any judicial or extra-judicial action or proceedings initiated against Enel by any subcontractor or assignee, or their personnel. Such indemnification shall cover both the amount payable by Enel and the expenses or costs of any nature incurred by Enel in connection to such claim. Any failure by the Contractor to comply with the provisions of this section shall be considered as a material breach, and shall entitle Enel to terminate the Contract due to Contractor default, without prejudice to any other legal remedy available to Enel .

7.3. In case of assignment or subcontracting of the Contract, the Contractor undertakes to obtain prior express acceptance in writing from the subcontractor or assignee of any obligation that may arise for them before Enel under any contractual, legal, labor, confidentiality and safety term, and Enel shall receive the relevant supporting documentation.

**8. ASSIGNMENT OF RIGHTS AND RECEIVABLES**

8.1. Enel may, with the sole requirement of notifying the Contractor, assign its rights and obligations arising from the Contract to any Enel subsidiary company.

**9. THE CONTRACTOR'S RESPONSIBILITIES**

9.1. Nothing in the Contract shall exclude or limit the liability:

- in case of gross negligence or willful misconduct;
- in relation to any fine, penalty and damage resulting from claims for compensation by the data subject, due to a violation by the Contractor of the Regulations on Data Protection applicable to the Contractor in its quality as Data Processor;
- in case violation of the intellectual property;
- in case violation of the confidentiality obligations.

**10. WITHDRAWAL**

10.1. The Contractor may not withdraw from the Contract, unless otherwise provided by the Contract, according to the terms specified therein. Therefore, by way of example and not as a limitation, any divergent provision included in the Contractor's documents, regardless of its nature, including its general contract conditions, shall not apply, unless Enel has expressly accepted them in writing.

**11. TERMINATION OF THE CONTRACT**

11.1. Enel may terminate the Contract according to the applicable law and/or in all the circumstances for which the Contracts permits early termination and/or if there is a cause that impedes or significantly prevents the proper performance of the contractual Services. By way of example and not as a limitation, Enel may terminate the Contract:

- in case of acts, omission, behaviors, attitudes of the Contractor which may pose a risk to Enel's reputation and reduce Enel's confidence in the Contractor's honesty and integrity as well as its reliability with regard to the performance of the contractual activities.

11.2. Enel may grant to the Contractor a period to remedy, of not less than 15 days. After the expiry of such period, Enel may terminate the Contract, without prejudice to its right to collect the relevant penalties, its right to require an indemnification for the damage suffered or its right to suspend any payment due to the Contractor.

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11.3. Enel may terminate, in full or in part, the Contract if any of these situations occur:

- (i) The Contractor files for bankruptcy and/or is declared bankrupt upon request of a third party; and/or
- (ii) The Contractor requires a composition agreement with creditors and/or subscribes an arrangement with creditors; and/or
- (iii) The Contractor transfers to its creditors all or a substantial part of its assets; and/or
- (iv) An attachment or a precautionary measure is ordered on the assets of the Contractor, as to prevent the Contractor from the performance of its obligations in accordance with the terms and the scope of the Contract; and/or
- (v) The transfer of the contractual rights or obligations by the Contractor without the prior explicit approval of Enel; and/or
- (vi) The Contractor has been sanctioned or may be sanctioned with fines equal or exceeding the amount established as threshold amount for fines, equal to ten percent (10 %) of the Contract price.
- (vii) Failure to perform any of the Contractor's obligations under the contract.

11.4. In the cases specified in the paragraphs from (i) to (iv) of the previous article, the Contract shall be lawfully and automatically terminated upon occurrence of the aforementioned circumstances, without need for any notification.

11.5. In the cases specified in paragraphs (v), (vi) and (vii) of the previous article, Enel may terminate the Contract after notification by Enel to the Contractor, and the Contractor shall have five (5) business days to remedy the relevant non-performance, unless for a certain non-performance other provisions of this Contract provide a shorter period of time. Failure to remedy the breach within the relevant period shall entitle Enel to terminate the Contract due to Contractor's negligence, by sending a notification to the Contractor.

## **12. INTELLECTUAL PROPERTY**

12.1. The Contractor shall guarantee Enel that the use of the Software and of the Services does not violate any third-party intellectual property right. The Contractor, at its own expense, shall defend Enel from any claim or demand brought against Enel, and undertakes to indemnify Enel from any loss, damage, liability, fee, cost or expense suffered or incurred (including, without limitation, professional and attorneys' fees reasonably incurred), whether judicial or extrajudicial, ("**Claim**"), arising from the use of the Software and/or the Services (in the form provided by the Contractor to Enel) which infringe third parties intellectual property rights, provided that Enel:

- properly notifies the Claim to the Contractor;
- grants the Contractor the exclusive control to defend and make the relevant agreements in relation to the Claim, (except if (i) the agreements reasonably requires an obligation or entails any type of liability by Enel, in which case the Contractor shall require Enel's prior written approval, and (ii) the Contractor and Enel agree the joint defense of the Claim); and
- provides reasonable support upon Contractor's request, at the Contractor's costs and expenses, in relation to the management, advice, defense and settlement of the Claim.

## **13. PROCESSING OF PERSONAL DATA**

13.1. The processing by the Contractor of the personal data accessed in the performance of the Contract shall comply with the provisions of the Argentinian law. In particular, the Contractor shall comply with Law. no. 25.326 and its regulations.

## **14. CONFIDENTIALITY**

14.1. Any information made available by the Parties (orally, in writing, electronically or by any other means) for the purposes and/or throughout the term of the Contract, as well as any document, information, know-how (regardless of how they were gathered, collected or processed in relation with the Contract) may only be used within the framework of the performance of the Contract and shall be considered as confidential.

14.2. The publication or disclosure without the prior written consent of the other Party shall not be allowed, except if the receiving Party is legally required to do so, upon request of a Public Authority or where a refusal would be illegal.

14.3. The Parties shall ensure that the confidential information are not disclosed during the term of the Contract and for five (5) years after its termination or expiration, except where it is necessary for the performance of the Contract or if required by the law or by a Public Authority.

14.4. The breach of confidentiality shall entitle each of the Parties to terminate the Contract, in addition to take legal actions to obtain a compensation for the damages suffered.

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## 15. VENDOR RATING

15.1. Enel has set up a Vendor Rating System in order to assess and constantly monitor the performances of its Contractors.

15.2. The Vendor Rating shall be applied to all the companies that work with Enel .

15.3. If Enel decides to assess a Contractor, the assessment could be based on indicators that express the level of quality offered, the compliance with the delivery times, the conformity with the applicable environmental and safety laws, the upholding of the principles of social responsibility. These indicators are then combined to produce a Vendor Rating Indicator (VRI).

15.4. Enel may assess the Contractor from the procurement to the performance stage of the Contract, basing its evaluation on information collected through Enel digital tools.

15.5. In case of unsatisfactory performance, Enel may require the Contractor to submit recovery plans - whose contents and terms shall be agreed upon - or take the actions that Enel considers appropriate at its earliest convenience. In the event of excellent performance, Enel may evaluate to implement incentive actions.

## 16. CODE OF ETHICS

### 16.1. General details

16.1.1. The Enel Group in the conduct of its business and in the management of relationships makes reference to the principles included in its Code of Ethics, in the Zero Tolerance Anti-Corruption Plan, in the Human Rights Policy.

16.1.2. The Contractor in the conduct of its business and in the management of the relationships with third parties shall make reference to the same principles.

16.1.3. The Contractor represents to acknowledge the commitments undertaken by Enel in its Code of Ethics and to undertake to comply with the legal obligations on: the protection of child and women labor; equal treatment; non-discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and security; safety and hygiene conditions; as well as to comply with the applicable statutory, contribution, insurance, tax laws in relation to workers employed at any title in the performance of the Contract. It is understood that International Labor Organization conventions, or, if more restrictive, the applicable law of the country where the activities are carried out, shall apply.

16.1.4. In this context, Enel reserves the right to carry out any control and monitoring activities aimed at verifying the fulfillment of the above mentioned obligations both by the Contractor and its subcontractors, as well as the right to terminate the Contract with immediate effect in case of confirmed breach of such obligations.

16.1.5. Enel accedes to the Global Compact and, according to its ten principles, is committed to prevent any form of corruption. Therefore, Enel prohibits any promise, offer or request for unlawful payments, whether in cash or in other utilities, aimed at obtaining an advantage in the relationships with its stakeholders and this shall apply to all of its employees. The Contractor declares to acknowledge the commitments assumed by Enel and undertakes to refrain from making promises, offers or requests for unlawful payments during the performance of the Contract in the interest of Enel and/or for the benefit of its employees

16.1.6. In case of breach of one of these obligations, Enel reserves the right to terminate the Contract and to request compensation for damages from the Contractor.

### 16.2. Conflict of interests.

16.2.1. During the performance of the Contract, the Contractor undertakes to act in the exclusive interest of Enel, ensuring that its action do not lead to any situation which may create a conflict of interests in relation to the activities to be carried out

16.2.2. Throughout the term of the Contract, the Contractor undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is considered as liable to create a conflict of interests - notwithstanding Enel's right to terminate the Contract - the Contractor undertakes to promptly inform Enel in writing and to follow its reasonable instructions, which shall be given after consultation and assessment of the requirements pointed out by the Contractor.

16.2.3. The Contractor (if it is a natural person) signing the Contract, declares:

1. That he/she does not hold any Senior Management office (director, senior manager with strategic duties) within the Enel Group companies, nor he/she is an employee of the company or an auditor of the Enel Group;

2. That none of his/her family members, relatives within the second degree, spouse not legally separated, cohabitant, spouse or children of his/her partner, bound to him/her by a blood tie or a relationship, are employed in one of the Enel Group companies;

3. That the Contractor as well as his/her family members (spouse not legally separated or first-degree relatives) did not hold nor are currently holding, in the 24 months, any office in the public administration or in public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concessions, control activities, etc.).

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16.2.4. The Contractor (if it is a legal person<sup>1</sup>), signing the Contract, declares:

1. That as a result of the knowledge of its company structure, none of the persons belonging to its governance, management or supervisory bodies (including trusts):

- Is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key roles in the Enel Group companies, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of the aforementioned members.
- Is an employee of an Enel Group company, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of such employee.
- Held or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), in the last 24 months, any office in the public administration or in public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concession, control activities, etc.).

16.2.5. The Contractor undertakes to inform Enel of any change occurred to the information declared before the signature of the Contract, when or after he/she holds the active status of Contractor.

**16.3. Company Health and Safety Clause**

16.3.1. In Enel, protecting the health and safety as well as the psychological and physical integrity of people, is not only a legal obligation but also a moral responsibility towards its employees and contractors.

16.3.2. The aim of Enel is to achieve a "Zero Accident" workplace. In Enel, no work that might compromise safety can be performed. For this reason, as set out in the Stop Work Policy, any risk situation or unsafe behavior shall require the suspension of the works and the restoration of safe conditions.

16.3.3. Enel constantly and diligently strives to consolidate the culture of health and safety, by promoting a closer focus on and awareness of the risks and by encouraging Enel's employees and contractors to adopt a responsible behavior.

16.3.4. The Declaration of our commitment to health and safety and the Stop Work Policy are available at: <http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>.

16.3.5. The Contractor, in the performance of the business activities, shall comply with these principles.

**16.4. Integrity Clause**

16.4.1. By submitting the bid and/or accepting the Contract, the Bidder/Contractor<sup>2</sup> declares

- to acknowledge the commitments undertaken by Enel S.p.A. and the companies directly or indirectly controlled by Enel, specified in the Code of Ethics, the Zero Tolerance Anti-Corruption Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
- <sup>3</sup>that to the best of his/her knowledge, he/she is not subject to any criminal proceeding in relation to tax crimes, crimes against the public administration, crimes against the personal freedom or the public order, environmental crimes;
- <sup>4</sup>that he/she is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
- to be aware and to authorize- for the purposes of assessing the professional conduct of the declarant and of the relevant Company, according to the second and third paragraph above - that Enel may independently collect more information, in order to assess the accuracy of the statements reported, considering the necessary existence of duties of loyalty for the Company involved.

<sup>1</sup> Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

<sup>2</sup> .That the Legal Representative of the Company in his/her own right, on behalf of (a) the owner and the technical director, in case of individual companies; (b) the partners and the technical director, in case of business partnerships;; (c) the partner and the technical director, in case of limited companies; (d) the managers holding powers of representation, the technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, of the Company where they perform their office and, where applicable, on behalf of the Parent Company and of the (e) owner and the technical director, in case of individual companies; (f) the partners and the technical director, in case of business partnerships; (g) the partners and the technical director, in case of limited companies; (h) the managers holding powers of representation, the technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, of the Parent Company

<sup>3</sup> In relation to him/herself and the persons listed in point 2.

<sup>4</sup> In relation to him/herself and the persons listed in point 2.



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16.4.2. The Bidder/Contractor undertakes to promptly inform and to provide all the relevant documents to Enel :

- If he/she becomes aware of the opening of any criminal proceedings, referred to in the second paragraph of letter a) above;
- If he/she becomes aware of the opening any criminal investigation, referred to in the third paragraph of letter a) above.

16.4.3. Enel reserves the right to examine, at its discretion, the aforementioned information, in order to assess the professional conduct of the Bidder/Contractor and of the relevant Company.

**16.5. Contractor's Code of Ethics**

16.5.1. Alternatively, should the Contractor have its own Code of Ethics and its own anti-corruption and Human Rights policies, Enel may acknowledge such documents, at its sole discretion, as long as according to the Contractor they refer to principles deemed similar to those established in the same documents of Enel.

**17. BUY ARGENTINE LABOR.**

17.1. Among the companies of the Enel Group based in Argentina, EDESUR S.A., being a licensee of a public service, is bound by the "Compre Argentino" (Buy Argentine) Scheme. Therefore, within the framework of any contracting carried out, Law n. 27.437, and its relevant regulatory decrees, shall apply, as well as any other applicable administrative provisions.

**18. DUMPING**

18.1. The Enel Group companies in Argentina purchase the material under contracting in good faith and relying on the compliance by the Contractor of the regulations on dumping set out in the Customs Code of the Argentine Republic.

18.2. If for any reason, the competent national authorities establish any anti-dumping duty for the tariff headings included in the tender, these shall be borne by the relevant Contractor.

**19. GLOBAL COMPACT**

19.1. The Contractor undertakes to accede to and fully comply with the principles of the Global Compact, ensuring that all the activities carried out by its personnel, or by the personnel of its Subcontractors, are in line with the regulations set forth above. The Principles of the Global Compact include:

a) HUMAN RIGHTS

One: Businesses should support and respect the protection of internationally proclaimed human rights within the framework of their sphere of influence.

Two: Businesses should make sure that they are not, directly or indirectly, complicit in human rights abuses.

b) LABOR

Three: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

Four: Businesses should uphold the elimination of all forms of forced and compulsory labor.

Five: Businesses should uphold the effective abolition of child labor.

Six: Businesses should uphold the elimination of discrimination in respect of employment and education.

c) ENVIRONMENT

Seven: Businesses should support a precautionary approach in their business to prevent environmental damages.

Eight: Businesses should undertake initiatives to promote greater environmental responsibility.

Nine: Businesses should encourage the development and diffusion of environmentally friendly technologies.

d) ANTI-CORRUPTION

Ten: Businesses should work against corruption in all its forms, including extortion and bribery.

19.2. The Contractor undertakes to comply with all the applicable laws and the above mentioned principles, and to inform Enel of any situation which may prevent the compliance with such principles, as well as of the plan to remedy these situations.

19.3. Throughout the term of the Contract, the Contractor undertakes to allow Enel to verify the degree of compliance with the provisions of this article. Enel shall be entitled to terminate the Contract, for causes attributable to the Contractor, whenever Enel becomes reasonably aware that the Contractor or its subcontractors violated one of the aforementioned principles.



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## 20. GOVERNING LAW

20.1. The Contract and all the matters arising from the Parties in relation or in connection thereof, shall be governed in accordance with the Argentine law, to which the Contractor and Enel expressly submit.

## 21. LICENSE TO USE

21.1. Unless otherwise specified in the Contract, the Contractor shall provide Enel with:

- A non-exclusive license to use the Software products and the relevant documentation specified in the license, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the Enel Group; in case of perpetual licenses, the right to use the Software shall be valid, in accordance with the terms set out in the Contract, without time limitation, including after its expiration or termination.
- The Software products covered by the Contract may be installed and used in all the (existing and future) companies of the Enel Group and in the offices or places of interest of the Enel Group, wherever they are located. It is understood that Enel shall be liable to the Contractor for any breach of the license terms by any company of the Enel Group;
  - Enel may, with prior notification to the Contractor, assign possession of the license to use the contractual Software products to the companies of the Enel Group, including where a company leaves, in full or in part, the Enel Group. It is understood that this company shall accept the same license terms as those set out in the Contract and that Enel shall be entitled to continue to provide services based on the Software products to such company without additional costs;
  - Unless otherwise provided by the Contract, Enel may install and use the Software products in any place of interest for Enel;
  - The Software products may also be used and installed in "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available by third-party contractors selected by Enel;
  - Enel may allow its third-party contractors to use the license, only within the limits and for purposes related to the activities considered as instrumental for Enel Group's business.

## 22. CLOUD SERVICES

22.1. The Cloud Services covered by the Contract may be used by the companies, existing or future, belonging to the Enel Group.

22.2. Enel may grant the access to and the use of the contractual Cloud Services throughout the term applicable to the companies of the Enel Group; the companies leaving the Enel Group, in full or in part, may also be entitled to this right, by sending a prior notice to the Contractor.

22.3. Furthermore, Enel may grant the use of these Cloud Services to third-party contractors of the Enel Group Companies, only within the limits and for the purposes related to activities considered as instrumental for Enel Group's business. Any other use of the services shall not be allowed without the prior agreement between the Parties.

22.4. The data processed in the Cloud Services may only be stored/retained in the data centers authorized by Enel and located in the European Union.

22.5. Upon Enel prior explicit consent, the data and/or contents introduced by Enel in the Cloud Services and stored in suitable media within the Contractor's systems, may be only stored and/or exchanged in and/or through data centers located in the European Union.

22.6. The Contractor shall not reduce its global safety measures for the Cloud Services throughout the term of the Contract and such measures shall always be compliant and updated with article 32 of the GDPR.

22.7. The Contractor shall not substantially reduce the functionality originally included in the scope of the Contract.

22.8. All the logs created or retained by the Contractor under any form in relation with the performance of the Contract shall be subject to the following provisions:

- all the logs collected to comply with the legal and/or statutory requirements, or to comply with judicial orders, shall be only retained for the minimum period required by the relevant provisions and shall be made available to Enel upon request;
- the Contractor shall only retain any log which should not be retained to comply with law, but whose storage is set out in the Contract and/or its attachments, for the period specified in the Contract, and shall made them available to Enel upon request;
- any log which should not be retained to comply with law, nor according to the Contract or and/or its attachments, but considered useful or required by the Contractor to perform its Services, may only be retained with Enel's consent; the Contractor shall only retain the logs for the time strictly required for the purposes in relation to which they were collected. The logs shall be made available to Enel, upon Enel's request.

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**23. ENEL'S RIGHT OF AUDIT**

23.1. The Contractor shall provide Enel with a copy of its certificate of conformity related to its Cloud Services, including SOC 1 type II and SOC2 type 2 reports.

23.2. If, for any reason, Enel requires such certificates to cover dates for which no reports have been prepared yet, the Contractor shall submit a "Bridge Letter" ensuring the suitability of its internal controls for the contractual Cloud Services during the period between the last valid issue of the SOC1 and SOC2 reports and the date for which Enel requires the reports.

**24. SUSPENSION BY THE CONTRACTOR**

24.1. The Contractor may not suspend the contractual Services, unless otherwise provided in the Contract or except if valid grounds considered as reasonable by Enel exist, which shall be notified to Enel at least 15 working days in advance.

24.2. In addition to the provisions of the paragraph above, the Cloud Services may only be suspended in case of emergency posing proven and reasonable risks to the security of the Cloud Services, including : i) the use of the Services by Enel in a way that is non-compliant with the contractual provisions and that may discontinue the Cloud Services or jeopardize the infrastructure used to provide the Services and ii) the unauthorized access by third parties to the Services. In any case, the Cloud Services shall be suspended in order to minimize any discontinuation of the Services provided to Enel.

24.3. After the suspension, the Contractor shall submit a report explaining in details the causes of the suspension and specifying the corrective measures implemented to resolve the problem.

**25. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS**

25.1. Throughout the term of the Contract, the Contractor shall:

- employ personnel holding suitable qualifications and certifications for the activities to be carried out, according to the national regulations and with Enel's procedures;
- provide its Services in full compliance with the Contract, as well as with the relevant legal, statutory and technical provisions established by the competent Authorities and applicable from time to time throughout the term of the Contract, and with any additional provision applicable to the Contract. The Contractor shall be directly liable for these obligations and the relevant costs;
- employ personnel meeting the requirements set out by the applicable law, paying the remuneration due to its employees as well as all the taxes and insurances legally required, pensions and social security contributions, in accordance with the collective labor agreements.

25.2. Failure to comply with the obligations above by the Contractor shall entitle Enel to terminate the Contract with immediate effect.