

CONTENTS

1. SCOPE	2
2. DEFINITIONS	2
3. LANGUAGE	2
4. PRICES	2
5. INVOICING AND PAYMENT TERMS	2
6. TAXES	3
7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING	4
8. ASSIGNMENT OF RIGHTS AND OBLIGATIONS	4
9. THE CONTRACTOR'S RESPONSIBILITIES	4
10. WITHDRAWAL	4
11. TERMINATION OF THE CONTRACT	5
12. INTELLECTUAL PROPERTY	5
13. PROCESSING OF PERSONAL DATA	5
14. CONFIDENTIALITY	7
15. VENDOR RATING	7
16. CODE OF ETHICS	7
17. FULFILLMENT OF ETHICAL, ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING STANDARDS	9
18. GLOBAL COMPACT	10
19. GOVERNING LAW	10
20. LICENSE TO USE	10
21. CLOUD SERVICES	11
22. ENEL'S RIGHT OF AUDIT	11
23. SUSPENSION BY THE CONTRACTOR	11
24. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS	11



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 Peruvian 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, sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting.

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 (Castilian).

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 properly performed.

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

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


5.1.4. The following categories shall be separated within the same invoice:

- a) Any work contracted with direct labor as a supplement to that which has been agreed in the Contract.
- b) Any increase due to the application of the readjustment formula set out in the Contract. In this case, all supporting documents for the values of the rates applied and the detail of the relevant readjustment formula shall be provided.

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.

	CONTRACT CONDITIONS SW & Cloud Peru	Page 3
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5.1.7. Invoicing may be performed as follows:

A. By Enel's IT systems (Procurement Portal):

The Contractor, under the terms and conditions specified in the Contract, and after obtaining Enel's approval to invoice, shall issue the relevant invoices (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts specified therein).

After receiving the authorization to invoice by Enel and in accordance with the contractual arrangements, the Contractor shall send all invoices with the mandatory data required by the applicable law, using the IT systems (e.g. EDI) which ensure the authenticity and the integrity of the information specified therein.

Pursuant to the regulations on e-invoicing, the Contractor may send to Enel invoices to Enel created in an electronic format. This would ensure the integrity of the data and the unequivocal assignment of the document to the issuer.

B. Without using IT systems:

Where the electronic systems are not available and/or electronic submission and electronic invoicing are not permitted by the applicable law, the Contractor, in accordance with the terms and conditions under the Contract, after obtaining the authorizations required to invoice from Enel (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts specified therein) shall issue the relevant invoices and send the original copies to the invoicing addresses specified 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. All invoices shall be paid, subject to Enel agreement on the fulfillment of the contractual terms, within the due date specified from time to time, and in absence of such due date, on the first day of bulk payment after ninety (90) calendar days from the date of registration with the General Register of Enel, or the due date set out in the invoice, if such due date is later than the date of registration in the General Register of Enel.

5.2.6. Where Enel returns an invoice to the Contractor due to non-compliance with its requirements, the term for payment of the invoice shall be recalculated from the date of reissue of the invoice by the Contractor, provided that the invoice meets the requirements specified in these General Conditions and in the Contract.

5.2.7. In the event that Enel authorizes an advance payment to the Contractor, such payment shall be made after delivery of a guarantee letter for the value of such advance payment. Said guarantee letter shall be issued by a bank from the first level of the list drawn up by Enel (issuing bank) upon request and in the name of a customer (holder), with the following wording: "*To irrevocably, unconditionally, automatically and jointly, without benefit of excussion, guarantee the advance payment to _____ (please, specify the Contractor's business name), for an amount of _____ (please, specify the amount of the advance payment) under the Contract _____ (please, specify the subject of the Contract)*", pursuant to which the bank undertakes to pay to the beneficiary, the amount of money agreed by the Parties, upon simple submission of the guarantee. In case of non-compliance by the Contractor, Enel may, at its own discretion, execute this guarantee letter, either in full or in part.

6. TAXES

6.1. All taxes, fees or levies resulting from the contracted activities shall be paid, withheld or deducted from the price, either 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 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. Whenever, 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 for 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 shall also submit any income assessment issued by the country of residence of Enel. Such certificate shall be provided along 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 in order to enable the application of the Agreement.



6.6. The Contractor shall pay all taxes, levies and duties related to the contents of the Contract, except for those items to be paid by Enel in accordance with 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 amounts paid and amounts withheld.

7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

7.1. The Contractor may not assign its contractual status, in full or in part, except with the prior, explicit and written authorization of Enel. In such case, Enel may take action against the Contractor, if the assignees fail to perform their obligations, pursuant to article 1437 of Civil Code.

7.2. The Contractor expressly authorizes Enel to assign its contractual status, in full or in part, to any entity belonging to the Enel Group or controlled by the latter, and Enel shall notify the Contractor thereof at least 3 (three) months before the effective date of the assignment.

7.3. The Contractor may not subcontract all of its obligations arising from the Contract. However, the Contractor may subcontract part of them, provided that:

- Such subcontracting has been previously and expressly accepted in writing by Enel, which may not be unreasonably withheld;
- The Contractor shall be jointly and severally liable to Enel with the subcontractors for the compliance of all their contractual obligations by the subcontractors, obligations from which they shall not be relieved, and to this effect the Contractor shall submit, to Enel's satisfaction, the relevant document duly signed by the subcontractor, specifying the jointly and several liability of the Contractor and the subcontractor.

7.4. Under no circumstances may a contractual relationship be inferred between the subcontractors and Enel, and the Contractor shall always be liable for all the activities of such subcontractors, 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, agents, consultants and workers.

7.5. Enel shall not be held 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 held 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.

7.6. In case of assignment of the contractual status, the Contractor undertakes to obtain prior express acceptance in writing from the subcontractor or assignee with regard to any obligation to Enel that may arise for them under any contractual, legal, labor, confidentiality and safety terms, and Enel shall receive, to its satisfaction, all the relevant supporting documentation.

7.7. The Contractor undertakes to ensure that it and its subcontractors fulfill all contractual requirements and the applicable Peruvian regulations on subcontracting.

8. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

8.1. Enel may, with the sole requirement of notifying the Contractor, assign its collection rights or payment obligations arising from the Contract to any other entity belonging to the Enel Group.

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. In the cases above, 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.

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. In the event that, the Contractor accesses to personal data stored in databases owned by Enel for the purpose of performance of the Contract, the Contractor shall comply with the provisions of Law No. 29733 - Personal Data Protection Law, as amended. In any case, Enel, as owner of the databases, shall be entitled to establish the purpose, content and use of the processing of the data, and the Contractor shall only use such data for the purposes related to the performance of the contractual Services.

13.2. All databases storing personal data and accessed by the Contractor in connection with the performance of the Services, shall remain the sole property of Enel, and this property shall be extended to any similar processing, assessment, segmentation or process activity carried out by the Contractor in relation to the databases, according to the Services contracted, and the Contractor acknowledges that such data are confidential and thus subject to the strictest professional confidentiality, including after the completion of the Services.

13.3. The Contractor is appointed as Data Processor for the purposes of the Contract, according to applicable personal data regulations, and undertakes to comply with its obligations as such, and this data provision by Enel shall not be considered as a transfer of personal data in accordance with Law No. 27933 - Personal Data Protection Law.

13.4. The Contractor, as Data Processor, shall comply with the provisions of Law No. 27933 - Personal Data Protection Law and the relevant Regulation approved by the Supreme Decree 003-2013-JUS and in particular the Contractor specifically undertakes to:

- a) Safeguard all personal data to which it may access within the framework of this performance of Services, implementing any legal, technical or organizational measures required, and in particular those set out by section 9 of Law 29733, section 10 of its Regulation approved by Supreme Decree No. 003-2013-JUS and any other implementing provision, to ensure the security of the personal data and prevent their alteration, loss, unauthorized processing or access, taking into account the state of technology, the nature of the data provided and the risks to which they are exposed, whether they are due to human action or to the physical or natural environment. These measures shall include, without limitation, hardware, software, recovery procedures, backup copies and digital or hard-copy information extracted from personal data.
- b) Use the personal data only for the performance of the Services agreed and, where applicable, in compliance with the instructions given by Enel, owner of the databases where personal data are stored.
- c) Refrain from disclosing or transferring data, including for their retention, to third parties, nor for similar processing, assessments or processes mentioned above, and to refrain from duplicating or reproducing, in full or in part, the information, results or reports on the data.
- d) If any transfer of data at an international level is required for the performance of the Services, the Contractor undertakes to inform Enel, with proper advance to allow Enel to apply for the relevant authorizations, without which the Contractor shall not perform any transfer.



- e) Ensure that any accessible personal data are processed only by those employees whose intervention is required to perform the Services. The Contractor shall inform these employees of all security measures to be applied and of the secrecy and confidentiality obligation that they have to comply with, including after the performance of the Services.
- f) Accept any controls and inspections reasonably required by Enel for the purposes of verifying the compliance with the provisions of this section.
- g) Subsequent to the completion of the Services, the Contractor shall return the personal data to Enel within fifteen (15) calendar days, as well as the media where they are stored, without retaining any copy. Where the Contractor has created a record with the data provided by Enel in order to fulfill the subject of the Contract, such record shall be destroyed.

13.5. If Enel authorizes the subcontracting of certain Services to third parties, implying that such third parties should access to the personal data referred to in this section, the Contractor undertakes, before the subcontracting, to ensure that the Parties and the subcontractors jointly sign an agreement by which the subcontractors accept to be appointed by the owner of the database as data processors, under the same provisions as those contained in this section, as well as any other obligation arising from regulations on personal data protection, including the provisions of the Security Directive published by the Personal Data Protection National Authority, which shall apply to the subcontractors in their capacity as data processors arising from the content of the Contract.

13.6. If the Contractor, including its employees, its subcontractors or their employees, fails to fulfill any of its obligations arising from the Contract or from applicable law on personal data protection, the Contractor shall be considered as the data controller, and shall be liable for any damage caused to Enel, owner of the databases, as a result of any type of penalty imposed by judicial or administrative proceedings against Enel.

13.7. In accordance with the provisions of the previous paragraph, the Contractor undertakes to hold Enel harmless against any claim (in particular, in the event that proceedings are opened before the Personal Data Protection National Authority) arising from its failure to comply, as data processor, with the laws on personal data protection, and the Contractor accepts to pay any amount due by Enel as penalty, fine, indemnification, damage, prejudice or interest due to such non-compliance.

13.8. Personal Data Confidentiality

13.8.1. For the purposes of the Contract, Confidential Information, hereinafter the “**Information**”, shall include any document, date, personal data, or report, regardless of the support used which has been directly or indirectly disclosed before the execution of the Contract or during its term, provided by any of the Parties and related to this contractual relation.

13.8.2. The Parties undertake to maintain this Information secret and confidential, and the receiving Party may only use such Information for the purposes of the Contract. To this end, each of the Parties shall implement all measures required to keep such Information secret and confidential, including with regard to their shareholders, directors, managers, workers, consultants and subcontractors, where applicable, and to this end the Parties represent that upon signature of the Contract they have informed the aforementioned persons of the scope of this provision and of the requirement of its complete fulfillment; Enel reserves to take any legal action available to defend its interests in relation to the breach of confidentiality.

13.8.3. Since both the Contractor and Enel have to access to personal data stored in their databases for the performance of the Contract, they shall comply with the provisions of Law No. 29733 - Personal Data Protection Law and its Regulation approved by Supreme Decree 003-2013-JUS with regard to the secrecy and confidentiality obligation, as well as the security measures set out by the applicable law. For this reason, the Contractor and Enel shall limit the use of this data only and exclusively to the purposes related to the provision of the contractual Services.

13.8.4. The Contractor and Enel shall fulfill the secrecy and confidentiality obligation in relation to personal data and, in general, any Information of which they become aware during the performance of the Contract, including after the termination of the contractual relationship and for an indefinite period; except for those cases for which the law requires their disclosure. In any case, it is understood that the Party that is required to disclose the Information shall only disclose the part of Information strictly required to fulfill the judicial or administrative request. Failure to comply with the provisions of this section shall constitute grounds for termination.

13.8.5. If Enel has authorized the subcontracting or assignment of the Contract, the Assignor shall sign with the subcontractor or assignee a non disclosure agreement containing the same terms specified above.

13.8.6. Confidential information shall not include any information:

- Publicly available without any violation of the Contract;
- Already known by the receiving Party, provided that such information has not been provided or disclosed from the other Party;
- Already available to the receiving Party prior to its provision;
- Developed by the receiving Party independently from any disclosure made by the disclosing Party.



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.

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:

	CONTRACT CONDITIONS SW & Cloud Peru	Page 8
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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 last twenty-four (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.).

16.2.4. The Contractor (if it is a legal person¹), 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 the safety condition.

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 ^[2] 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;
- ³that 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;
- ⁴that 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;

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

² 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.

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

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

	<p style="text-align: center;">CONTRACT CONDITIONS SW & Cloud Peru</p>	<p style="text-align: right;">Page 9</p>
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- 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.

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. FULFILLMENT OF ETHICAL, ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING STANDARDS

17.1. With respect to the obligations arising from the Contract, the Contractor represents to agree and ensures the following:

- a) The Contractor has not violated, nor shall violate, any applicable anti-money laundering, counter-terrorist financing, anti-bribery laws and regulations, as well as Enel's directives and guidelines available at the following link: <https://globalprocurement.enel.com/es/documentos/a201611-useful-documents.html>.
- b) The Contractor has not carried out, and undertakes to refrain from carrying out or taking part in the following actions: execution of payments or transfers of funds, offers, promises or the awarding of any economic advantage or any other kind of benefit, agreements to receive or accept any economic advantage or any other kind of benefit, whether directly or indirectly, which has the purpose, effect, acceptance or approval of a public or commercial bribe or any other illegal or unlawful means to achieve or retain business, a commercial advantage or the inadequate performance of any office or activity.
- c) The Contractor acknowledges and agrees that the obligations mentioned above shall be extended to its agents, employees, members, representatives, shareholders, associates, directors, executives, attorneys, consultants, contractors or subcontractors and in general its personnel employed in the fulfillment of its obligations arising from the Contract.
- d) The Contractor implements policies and procedures aimed at preventing money laundering, terrorism, bribery or corruption in the performance of the Contract, and all of its agents, employees, members, representatives, shareholders, associates, directors, executives, attorneys, consultants, contractors or subcontractors and in general its personnel employed in the fulfillment of its obligations arising from the Contract shall comply with such policies and procedures.
- e) The Contractor represents that none of its companies or subsidiaries or main shareholders or related companies, by way of example and not of limitation, are under investigation for and/or connected to activities related to criminal organizations, money laundering, terrorist financing, bribery of public officials, misappropriation, financial fraud, tax fraud, tax evasion and avoidance. Likewise, the Contractor confirms the lawfulness of its financial resources and cash flow, affirming that they are the result of lawful and legal activities under the laws of Peru.


17.1.1. Furthermore, the Contractor represents to rely on suitable anti-money laundering and counter-terrorist financing measures and that it will produce all the documentation required to carry out any inspection, in order to prevent income or expenditures originating from activities related to money laundering or terrorist financing.

17.1.2. If the Contractor becomes aware of the occurrence of any of these illegal actions which may potentially affect Enel in any way, leading to criminal or civil liability or damaging its reputation, the Contractor shall promptly inform Enel thereof; notwithstanding that the Contractor shall take any measure required to prevent or mitigate these effects.

17.1.3. Likewise, the Contractor undertakes to provide Enel with all information required by Enel within the framework of internal inspections, including when they are preventive, cases where the investigation relates to facts constituting an offense or any type of systematic or random inspections.

17.1.4. Furthermore, the Contractor expressly undertakes to provide Enel with true and verifiable information required by Enel to comply with the provisions of this section.

17.1.5. Where the Contractor fails to fulfill the obligations set out in this section or if the Contractor is subject to an investigation procedure and/or charged with the activities mentioned above, Enel shall be entitled to terminate the Contract pursuant to

	CONTRACT CONDITIONS SW & Cloud Peru	Page 10
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Article 1430 of Civil Code, and the Contractor shall not be entitled to any indemnification, without prejudice to the payment of any fine or penalty imposed as a direct result of such non-compliance.

18. GLOBAL COMPACT

18.1. 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.

18.2. 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.

18.3. 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.


19. GOVERNING LAW

19.1. 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.

20. LICENSE TO USE

20.1. 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.

	<p style="text-align: center;">CONTRACT CONDITIONS SW & Cloud Peru</p>	<p style="text-align: right;">Page 11</p>
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21. CLOUD SERVICES

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

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

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

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

- all 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 such logs which should not be retained in compliance 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 in compliance with law, nor in accordance with the Contract or and/or its attachments, but which may be considered useful or required by the Contractor in the performance of its Services, may only be retained with Enel's consent; the Contractor shall only retain logs for the time strictly required for the purposes in relation to which they were collected. All logs shall be made available to Enel, upon Enel's request.

22. ENEL'S RIGHT OF AUDIT

22.1. 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.

22.2. 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.

23. SUSPENSION BY THE CONTRACTOR

23.1. 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.

23.2. 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.

23.3. 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.

24. LABOR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

24.1. 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 in line with Enel's procedures;



- provide its Services in full compliance with the Contract, as well as with all 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 for any relevant costs;

- employ personnel meeting all requirements set out by the applicable law, paying all remuneration due to its employees as well as any legally required taxes and insurances, in addition to pensions and social security contributions, in accordance with collective labor agreements.

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