This “ANNEX X - MEXICO” applies to contracts for the purchase of goods, supplies, services or works governed by Mexican legislation and entered into by the companies of the ENEL Group and the Supplier.

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ENEL GROUP GENERAL TERMS AND CONDITIONS OF CONTRACT
SEVENTH EDITION, effective as of March 1st, 2019

- 1 -
1. SCOPE.

This Annex X - Mexico forms integral part of the General Part, and both documents represent the General Terms of Contract. Therefore, any matter not covered by this Annex X - Mexico shall be governed by the provisions of the General Part.

This Annex X - Mexico is auxiliary to the General Terms of Contract and shall be governed by the construction set out in clause 5 of this Annex.

2. DEFINITIONS.

- **Shipping Authorization:** Document issued by ENEL, which entitles the Supplier to ship, in full or in part, the equipment or material covered by the Contract.

- **Dispatch Note:** Document issued by the Supplier after the completion of all agreed procedures, informing ENEL that the equipment or material covered by the Contract has been shipped, in full or in part.

- **Agreed Quality:** Agreement established between ENEL and the Supplier according to which the latter has a certain liability in relation to the purchase, ensuring a quality level previously agreed between the Parties.

- **Notice to Proceed:** Notice by ENEL to the Supplier in which ENEL requires the Supplier to start the execution of all or part of the activities covered by the Contract, listed in the Notice to Proceed.

- **Supplier's Warranties:** Set of technical and commercial guarantees of the materials and equipment purchased and/or of the work or service contracted, in relation to which the Supplier expressly assumes a compliance commitment to ENEL.

- **Inspector:** Person or entity appointed by ENEL who carries out the inspection functions at any stage of execution of the Contract.

- **Quality Control Plan:** Document issued by the Supplier, specifying the processes, procedures and associated resources that will be applied to fulfill the contractual requirements.

- **Inspection Point Program:** Document issued by the Supplier and approved by ENEL, specifying the different inspections, tests, trials or examinations to be performed.

- **Preliminary Acceptance:** Procedures providing for the performance of the required tests or trials of the material, in the presence of ENEL's technicians or the relevant authorized person or entity, as well as of the Supplier's facilities, its subcontractors or of any other entity agreed between the Parties.

- **Acceptance by Protocol:** Review of the required test protocols, previously carried out by the Supplier, by means of which ENEL's technicians or the relevant authorized person or entity approve the shipment of the material, or otherwise evaluate the results of such protocols by the Preliminary Acceptance.

- **Quality Assurance System:** System establishing the requirements to be met by the Supplier for the effective and proper performance of the Contract.

3. LANGUAGE.

This Annex has been drawn up in Spanish. For all purposes, the Parties agree to use the Spanish version of the General Part. Notwithstanding the foregoing, in case of inconsistencies, the provisions of the General Part shall prevail. The official version of the General Part is in English.

4. FORMALIZATION.

According to the provisions of the General Part of these General Terms and Conditions of Contract.
5. CONSTRUCTION AND HIERARCHY.

5.1 All the matters regulated by this Annex shall be governed first by the provisions contained herein, and secondarily by the provisions of the General Part of these General Terms and Conditions of Contract.

5.2 According to the provisions of the General Part of these General Terms and Conditions of Contract.

5.3 According to the provisions of the General Part of these General Terms and Conditions of Contract.

5.4 The Contract incorporates all provisions and arrangements agreed between the Parties. If any of the provisions of the Contract and its annexes is held invalid, the other provisions shall not be affected and shall remain in full force and effect. The headings shall not limit, change or modify the meaning of this Contract.

None of the provisions of the Contract shall be construed as establishing a strategic partnership or a consortium, a joint-venture association, partnership or any other type of civil or business company, de jure o de facto, between the Parties or any type of joint venture or other joint organization.

5.5 According to the provisions of the General Part of these General Terms and Conditions of Contract.

6. COMMUNICATIONS.

In case of changes of the addresses provided for communications, the relevant Party shall inform the other Party and such change shall be effective forty-eight (48) hours after notification.

7. ECONOMIC TERMS AND CONDITIONS.

7.1. Prices.

7.1.1. In all cases, the Contract Price includes all materials, services and works required to complete acquisition of the materials, service and/or contracted work. Subject to the Contract Price adjustments expressly allowed therein, the Supplier is assumed to have investigated and be in agreement with any condition or situation which affects or may affect the Contract Price (including, but not limited to, the nature and features of the work to be carried out, the location and the environmental conditions, the usual seismic and weather conditions of the site where the services and/or works will be performed, the presence of other contractors or subcontractors or other facilities on such site, the soil and subsoil conditions, the topographic conditions, the local practices, the codes, existing locations and facilities - if any -, the general work conditions on the site where the services and/or works will be performed and in other locations, access routes, surface conditions, rights and permits, etc.) and the Supplier has deemed that the Contract Price is consistent with such conditions and situations, therefore the Supplier waives any claim to increase the Contract Price due to the aforementioned conditions or situations.

7.1.2. The Price includes all services and/or works required for their performance, as well as any applicable tax, the costs of financial guarantees, insurance and other guarantees.

- ENEL shall not pay for any material, equipment or work not included in the Contract if their execution has not been previously offered by the Supplier, in writing and expressly specifying the relevant price, and accepted, in writing, by a duly authorized representative of ENEL.

- The Supplier shall bear any additional freight, delivery and packaging cost and other expenses due to a failure to comply with the delivery and shipping terms set out in the Contract, unless the Contract provides otherwise.

7.2. Price Change.

7.2.1 The prices are fixed and constant. The prices may be changed only if set out in the Contract or required by the applicable law. In this latter case, it shall be proved: (i) that the modification is due to a change in the Legal System or a material change in the working conditions, which occurred after the signing of the Contract, causing an unjust enrichment of one of the Parties, (ii) that the change is due to extraordinary and unpredictable events, not attributable to the Parties, which create a hardship in relation to the agreed service and makes its performance too expensive or ruinous, (iii) that this situation could not have been predicted on the signing date of the Contract, even by an experienced Supplier. Changes in the tax or social security legislation shall not constitute grounds for the application of this clause, thus, no price change shall be allowed.

7.2.2 The damaged Party may require the other Party to, within fifteen (15) business days after the request by the damaged Party, review the terms of the Contract, and such Party shall demonstrate in writing one of the events specified above. If the other Party deems that no
Price adjustment is required, it shall inform the damaged Party and the Contract shall keep its normal course of action, notwithstanding that the damaged Party shall be entitled initiate the dispute resolution process provided by the Contract.

7.3. **Invoicing.**

7.3.1. The invoices shall not contain corrections or amendments and shall comply with all the tax requirements provided by the applicable law. ENEL may reject the invoices within ten (10) business days after receipt of the relevant invoice. In this case, the Supplier shall resubmit the invoices and the additional documents with the relevant changes.

The Parties shall keep full and accurate copies of the invoice records, including data collection, documents and presentations as well as of the invoices and account statements.

If ENEL objects to any item on the Supplier’s invoice and/or account statement, due to causes other than those specified above, ENEL may require the clarification of the invoice and/or account statement.

a) ENEL shall request the Supplier’s clarification in writing within ten (10) business days following submission of the invoice, specifying in this document the amount to be clarified and the reasons why the payment has been denied.

b) The Supplier shall reply to ENEL within ten (10) business days after receipt of the notice specified in the previous paragraph and, if required, the Supplier undertakes to make any reasonable effort to obtain the information required to provide the clarification to ENEL.

c) If the Supplier deems that the grounds at the basis of ENEL’s refusal to pay are appropriate, the Supplier shall replace the invoice and/or account statement with the relevant changes within five (5) business days after receipt of the clarification request, specifying the new deadlines as of the receipt of the new invoice.

d) If the Supplier deems that the grounds at the basis of ENEL’s refusal to pay are not appropriate, the Supplier shall inform ENEL within five (5) business days after receipt of the clarification request, specifying the reasons for which the Supplier deems the request unfounded.

e) If ENEL agrees with the notice mentioned in the previous paragraph, ENEL shall pay according to the terms of this clause. Otherwise, ENEL shall inform the Supplier, so that such request may be submitted on the immediately following business day and settled by the representatives of the Parties, or their designees.

f) The representatives of the Parties or their designees shall be notified within ten (10) business days following its submission of the grounds of the clarification request and shall make every effort to agree to the terms for the settlement of this clarification; if no agreement can be reached, the inconsistencies shall be settled through the means set out in this Annex or in the Contract, and the Parties shall be entitled to require compliance.

7.3.2 According to the provisions of the General Part of these General Terms and Conditions of Contract.

7.4. **Payment terms**

7.4.1 ENEL shall pay the invoices by bank transfer to the account specified by the Supplier in the Contract within thirty (30) business days from the date on which ENEL received: i) the invoice, ii) the supporting documentation of the invoice, if required and iii) the invoices have not been subject to clarification and/or correction and/or iv) the invoices have been settled or offset. In case of foreign payments, the relevant bank transfer fees shall be borne by the Supplier.

7.4.2 All payments made before the provisional acceptance, in accordance with the provisions of the Contract, shall be construed as advance payments on the final price. If no performance bond has been provided, the Supplier, simultaneously with each of the possible payments, shall deliver to ENEL a financial guarantee, complying with the requirements of the Contract, guaranteeing such payments.

7.5 **Deferment of payments.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

8. **TAXES.**

8.1 The Parties shall fulfill all their tax obligations and be up to date with the payments of the relevant taxes and duties.

8.2 If any of the Parties during the term of the Contract incur any of the cases provided by section 69 of the Tax Code of the Federation, or any other provisions replacing it, and its name, business name or legal form is published in the delinquent taxpayers list of the Tax Administration Service (“Publication of Tax Breach”), the following procedure shall be followed:

a) Notification to the other Party within ten (10) calendar days from the Publication of Tax Breach of its tax status and explanation of the reasons why it was included in such list.

b) The delinquent Party shall, within thirty (30) calendar days after Publication of Tax Breach, rectify its tax status, deliver to the other Party the positive tax compliance opinion (fulfillment of the obligations arising from section 32 D of the Tax Code of the
ANNEX X - MEXICO

Federation) issued by the relevant authority and prove through its legal representative that it is compliant with the tax obligations, attaching the relevant supporting documents.

c) If the delinquent Party is not able to rectify its tax status within the period specified in letter b) above, it shall request an extension of such period from the other Party in writing, explaining the relevant reasons and attaching the documents certifying the procedure under way before the tax authority for the tax correction and any other suitable document. If the delinquent Party does not receive the extension from the other Party within five (5) calendar days after the request, such extension shall be construed as denied.

d) If the delinquent Party does not suitably certify to the other Party the rectification of its tax status within the periods specified in this clause, the damaged Party may terminate the Contract by written notice, effective immediately, without the need for any judicial declaration, without any liability for the damaged Party arising from the Contract, and the delinquent Party shall pay any damaged caused.

8.3 If any of the Parties, during the term of the Contract, incur the situation provided by section 69 B of the Tax Code of the Federation, as amended or superseded, and its name, business name or legal form is published in the list of taxpayers with fictitious transactions (“Publication of Fictitious Transactions”), the relevant Party shall notify the other Party in writing within two (2) calendar days after the Publication of Fictitious Transactions of its tax status and explain the reasons why it has been included on such list, attaching a copy of the document through which such Party gives notice to the relevant authority the reasons for its inclusion on the list of taxpayers with fictitious transactions. The damaged Party may terminate the Contract by prior written notice with immediate effect, without the need for any judicial declaration, without any liability for the damaged Party arising from the Contract, and the Party in breach shall pay the damages caused, including, but not limited to, any amount related to updates, surcharges, fines, etc.

8.4 If any of the Parties during the term of the Contract, decides to erase or modify the digital tax receipt issued to any of the Parties, the relevant Party shall apply the following procedure (“DTR Procedure”):

a) Before the erasure or modification of the digital tax receipt through the digital platform of the Tax Administration Service, the Party shall immediately notify the other Party in writing of the reasons for the erasure or modification of the digital tax receipt.

b) After receiving the relevant notification, the Party which erased or modified a digital tax receipt shall follow the procedures set out by the Mexican legislation and the administrative regulations of the Tax Administration Service.

8.5 If the Party which decides to erase or modify a digital tax receipt does not complete the DTR Procedure, such Party shall indemnify the other Party for any damages caused in relation to such non-compliance, including, without limitation, any amount related to updates, surcharges, fines, etc.

9. EXECUTION.

9.1 Overview.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

9.2 Inspections, tests and trials

9.2.1 ENEL may inspect the contractual materials and equipment at any time during their manufacturing, as well as the performance of the works or services contracted, including the materials and/or equipment used by the Supplier for their execution. Such inspection may be carried out personally or by means of appointed persons or entities, at the work sites, offices, factories, workshops or warehouses of the Supplier or of its subcontractors, for which purpose the appointed person or ENEL inspectors shall be entitled to access the aforementioned facilities, and the Supplier shall provide reasonable cooperation.

9.2.2 Notwithstanding the foregoing provisions, where provided by the relevant Contracts, the inspections or trials shall be carried out in line with the Inspection Point Program prepared by the Supplier and accepted by ENEL.
9.3 Quality Control

9.3.1 Quality Control includes any action, activity and procedure required to provide ENEL with reasonable confidence that the contractual material, equipment, work or service shall properly comply with the terms required by ENEL and, where applicable, with the relevant laws and technical standards.

9.3.2 The Supplier shall be solely responsible for Quality Control, regardless of the controls and inspections performed or required by ENEL by its own means or through a third party. These tests shall not affect the full liability of the Supplier.

9.3.3 Before starting the manufacturing process, or execution of the work or service contracted, the Supplier shall submit for approval, upon request of ENEL, a Quality Control Plan.

9.3.4 After submission of the Quality Control Plan, ENEL may raise reasonable objections in relation to it within fifteen (15) business days from the day after the date of submission to ENEL, on justified grounds, and the Supplier shall undertake to modify the Plan with due diligence, making the required corrections according to the objections raised by ENEL.

9.3.5 During Contract execution, the Supplier shall strictly comply with the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out the required audits to verify their compliance.

9.3.6 Upon completion of the Contract execution, the Supplier shall submit a Quality Control final report to ENEL for approval, whose contents shall comply with the provisions of the Contract and of the approved Quality Control Plan.

9.3.7 Compliance with these Quality Control conditions shall not exempt the Supplier, under any circumstances, from its liability in case of improper or ineffective performance of the Contract.

9.4 Terms of delivery and receipt

9.4.1 Overview.

If the Contract does not indicate a specific termination date and only the execution or delivery date is established, they shall be effective as of one of the following dates, in the following order of preference: (i) date of the Notice to Proceed, (ii) date of start of Contract execution, or (iii) Contract signing date.

9.4.2 Materials and/or equipment.

9.4.2.1 With each delivery, the Supplier shall send all the final technical documentation and test protocols certifying that the services, works, equipment or materials comply with the Specifications, the body of the Contract and, where applicable, in the relevant Technical Standards.

9.4.2.2 The Supplier, in addition to the aforesaid documents, shall certify, if required by ENEL, that the design, raw materials and the make and type of the components are the same as those used in the approval stage.

9.4.2.3 To perform the delivery, the Supplier shall send the Delivery Notice to ENEL, to the attention of the contact person or the acceptance manager specified in the Contract, within twenty-four (24) hours after shipment, indicating at least the following information therein:


b. Number of packages shipped, specifying their content. If they are the last of the deliveries contracted, this shall be clearly specified.

c. Information on the means of transport used and/or the transport company, including the phone number of the contact person.

d. Date and location at which the equipment or materials will be made available to ENEL.

9.4.2.4 Furthermore, the Supplier shall promptly inform ENEL of any event modifying the delivery terms agreed.

9.4.2.5 In the case of materials or equipment subject to Quality Control, and unless otherwise agreed, the Supplier shall not ship them until it receives the Shipping Authorization after the Acceptance by Protocol or the Preliminary Acceptance, issued by ENEL. This shall not apply to supplies subject to an Agreed Quality scheme. In such case, if the Supplier does not cancel the shipment, any cost related thereto shall be borne by the Supplier.

9.4.2.6 The delivery of the materials and equipment shall be made according to the INCOTERMS specified in the Contract.

9.4.2.7 ENEL reserves the right to postpone any shipment or dispatch of materials or equipment, without prejudice to the fact that the delivery date shall be considered as fulfilled. The Supplier shall bear any storage and insurance cost during the month following the agreed delivery date. If the postponement of the shipment extends for more than one month, the Parties shall mutually agree to the consideration due for the additional storage and insurance expenses.

9.4.2.8 Once the material or equipment has been received by ENEL, a Provisional Acceptance Certificate shall be issued and signed by both Parties; such Certificate shall make reference to the satisfactory result of the tests or trials and final examinations or shall state the specific deficiencies to be remedied or corrected in relation thereto. The Provisional Acceptance Certificate shall be formalized within eight (8) calendar days from the date of its request by one of the Parties, provided that all the terms and activities under the Contract have been fulfilled.
9.4.2.9. When tests or trials and final examinations are not required, the delivery by the Supplier of the materials and equipment shall be formalized with the approval of ENEL upon receipt thereof.

9.4.2.10. Upon completion of Contract execution, the Supplier shall submit a quality control final report for approval to ENEL, whose contents shall comply with the provisions of the Contract and of the approved Quality Control Plan.

9.4.3 Similar works and/or services.

9.4.3.1 The Supplier may request an extension of the remedy period granted by ENEL, notwithstanding that ENEL shall be entitled to refuse such extension.

9.4.3.2. After the expiration of the Warranty Period, the Supplier shall inform ENEL of the expiration of such period, requesting the issuance of the Final Acceptance Certificate. Upon receipt of the request, ENEL shall notify the Supplier of the date established for the final acceptance, which shall occur within thirty (30) calendar days after receipt of the notification by ENEL.

9.4.3.3. On the date mutually agreed to perform the final acceptance, in the presence of the Supplier, the status of the work or service contracted and the compliance check with the relevant requirements shall be verified, performing the relevant tests.

9.4.3.4. The works or services shall be entirely managed by the Supplier.

9.4.3.5. The Supplier shall obtain and send to ENEL the documents certifying the successful completion of the works before the governmental authorities, according to the nature of the Contract.

9.5 Modification of contractual terms.

Any modification of the contractual terms shall be made by an addendum: The addenda shall be numbered consecutively. Each addendum shall clearly specify the clauses modified and the new wording agreed by the Parties.

9.6 Transfer of ownership and risk.

9.6.1. Materials and/or equipment.

The Supplier shall be liable for any hidden fault or manufacturing defect, including during the Warranty Period and until the period specified by the applicable law, if longer, apart from the legal liabilities or other liabilities which may arise.

9.6.2 Works and/or services

The Supplier shall be liable for any hidden fault or defect, including during the Warranty Period and until the period specified by the applicable law, if longer, apart from the legal liabilities or other liabilities which may arise.

10. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

10.1. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignees and ENEL, and the Supplier shall always be liable for all activities of such subcontractors or assignees, and for the fulfillment of their contractual, legal and tax obligations arising from the performance of the Contract, as well as for any damage caused to ENEL by any of the employees of its subcontractors or assignees, agents.

ENEL shall not be liable to any subcontractor or assignee, or to their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Supplier undertakes before ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Supplier shall be liable to ENEL and shall indemnify ENEL from and against any judicial or extra-judicial action or proceedings initiated against ENEL by any employee of the subcontractor or assignee. Such indemnification shall cover both the amount payable by ENEL and expenses or costs of any nature incurred by ENEL in connection to such claim. Any failure by the Supplier to comply with the provisions of this section shall be considered a material breach and shall entitle ENEL to terminate the Contract due to the Supplier’s breach, without need for any judicial declaration and without prejudice to any other legal remedy available to ENEL.

ENEL GROUP GENERAL TERMS AND CONDITIONS OF CONTRACT
SEVENTH EDITION, effective as of March 1st, 2019
- 7 -
10.2 According to the provisions of the General Part of these General Terms and Conditions of Contract. 
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10.6 According to the provisions of the General Part of these General Terms and Conditions of Contract. 
10.7 The Supplier shall assign the subcontracts specified by ENEL, if the Contract is terminated for causes attributable to the Supplier. 
10.8 ENEL reserves the right to reasonably reject any subcontractor or assignee it does not deem suitable during the progress of the works. 
10.9 The subcontracts shall contain, at least, the following provisions: 
   a) Ensure performance of the work, by the party assigned in accordance with the Contract specifications and standards; 
   b) Allow ENEL to inspect their work in compliance with the provisions of the Contract; 
   c) Ensure compliance with labor and safety obligations provided by the Contract; 
   d) Provide the required guarantees according to the relevant part of the service, work or equipment; 
   e) Require insurance policies proportionate to the risk of the part of service or work assigned; 
   f) Ensure the prior acceptance of the subcontractor to an assignment of the subcontract to ENEL under the Contract; 
   g) Prevent total or partial subcontracting, except with the approval of the Supplier and ENEL; 
   h) Ensure that the contractual relationship with the subcontractor is established only with the Supplier, and obtain the waiver by the subcontractor to any right to claim any service or payment directly from ENEL; 
   i) Be bound by the restrictions of use of the confidential information according to the Contract. 
10.10 The Supplier shall cooperate in good faith to address any request by ENEL to include other clauses in the subcontracts, to adjust them according to the grounded risk perceived by ENEL. 
10.11. For each subcontract, the Supplier shall provide a notification to ENEL, confirming the inclusion of the provisions specified in this section. 

11. ASSIGNMENT OF RIGHTS AND CREDITS. 
ENEL may, with the sole requirement of notifying the Supplier, assign its collection rights or payment obligations arising from the Contract to any other ENEL subsidiary company. 

12. SUPPLIER’S OBLIGATIONS. 
According to the provisions of the General Part of these General Terms and Conditions of Contract. 

13. SUPPLIER’S WARRANTY. 
13.1. According to the provisions of the General Part of these General Terms and Conditions of Contract. 
13.2 The Warranty Period of the materials and equipment as well as of the contracted works or services is extended for the period set out in the Contract, or if no period is specified, for one (1) year from the date of the Provisional Acceptance Certificate, unless the legislation establishes a longer period, in which case the latter shall apply. In case of failure to issue the Provisional Acceptance Certificate, the year shall be considered as of ENEL’s approval for the delivery of the material and/or equipment, or from the notice of completion of the work or service.
contracted and delivery to ENEL of the documentation by the Supplier, so that the administrative authorization for the commissioning of the work, where applicable, may be processed.

13.3. According to the provisions of the General Part of these General Terms and Conditions of Contract.

13.4. According to the provisions of the General Part of these General Terms and Conditions of Contract.

13.5. According to the provisions of the General Part of these General Terms and Conditions of Contract.

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13.10. According to the provisions of the General Part of these General Terms and Conditions of Contract.

13.11. According to the provisions of the General Part of these General Terms and Conditions of Contract.


13.13. If the Warranty Period expires earlier than six (6) months after the commissioning of ENEL’s main facility to which the subject of the Contract is intended or of which it forms integral part, the Warranty Period shall be automatically extended until said period has elapsed, unless the materials or equipment provided by the Supplier were repaired or replaced, in which case they will be subject to a warranty period equal to the original Warranty Period, starting from the date of repair or replacement. Under no circumstances shall this imply higher costs for ENEL.

13.14. Upon expiration of the Warranty Period and after the Final Acceptance, ENEL may, to its own benefit, directly or through third parties, modify or alter the materials and equipment covered by the Contract or the works made or facilities assembled, including if they are protected by licenses, patents or other forms of industrial property in favor of the Supplier, provided that ENEL maintains due confidentiality at all times.

14. PENALTIES

14.1. According to the provisions of the General Part of these General Terms and Conditions of Contract.

14.2. Unless otherwise agreed, the penalty shall be 1.5% of the total amount of the Contract for each calendar week of delay, during the first four weeks, and 4% as of the fifth week.

14.3. If under the national legislation the penalties are considered indemnification, they shall be considered as such only in relation to the relevant damages and not in relation to any other damage caused, and ENEL shall be entitled to require payment of the damages suffered.

14.4. The penalties for delay shall not exceed 15% of the total amount of the Contract. The right of ENEL to apply the penalties shall not limit its right to terminate the Contract for default.

14.5. Receipt of penalty payments shall not prejudice ENEL’s right to additionally charge the Supplier for any expense and surcharge that it may pay to third parties as a result of the delay.

14.6. If during the Warranty Period ENEL is denied access to or use of the contractual materials or equipment, or of the works completed or facilities assembled, due to their defect, malfunction or fault, not attributable to ENEL, or due to deficiencies in the performance of the remedial works required, in compliance with the Supplier’s Warranties, the Supplier shall be subject to the penalty specifically set out in the Contract or, if no penalty has been established, the amount of 0.1 % of the total amount of the Contract for each calendar day in which the availability or use was delayed.

14.7. The application of penalties shall not exempt the Supplier from complying with the Supplier’s Warranties to their full extent. Therefore, the Supplier shall remedy any technical deficiency detected, pay any penalty due, and replace the material and equipment, or remake or repeat, as applicable, the works or services covered by the Contract, upon ENEL request.

14.8. The procedure for the collection of any penalty under the Contract shall be as follows:

a) ENEL shall provide written notice to the Supplier of the penalty due, specifying the relevant amount. The Supplier shall have fifteen (15) calendar days from the notice date to make any arguments in its defense.

b) Upon expiration of this period, and if ENEL rejects such arguments, ENEL shall deliver to the Supplier a debit note that shall apply to any outstanding invoice due to the Supplier, proportionally deducting the amount of the debit note. If it is not possible to deduct the amount of the penalty from an invoice, ENEL may enforce the financial guarantees established, in relation to the relevant
amount, or may arrange the collection through any other means allowed by the Contract, the law or these General Terms and Conditions, all without prejudice to any compensation for damages due to ENEL.

c) After the enforcement of the Financial Guarantee, the Supplier shall re-establish the guarantee up to the amount available before the enforcement.

d) If no deduction is applied, ENEL will retain the difference between the total amount of the guaranty and the amount of the penalty.

e) If the amount of the financial guarantee does not cover the amount of the penalties, ENEL shall compensate the pending payments to the extent required to cover the total amount of the penalties, all without prejudice to repayment of the guarantee by the Supplier, as specified above.

15. SUSPENSION AND TERMINATION OF THE CONTRACT.
15.1. According to the provisions of the General Part of these General Terms and Conditions of Contract.
15.2. According to the provisions of the General Part of these General Terms and Conditions of Contract.
15.3. According to the provisions of the General Part of these General Terms and Conditions of Contract.

16. FORCE MAJEURE.
According to the provisions of the General Part of these General Terms and Conditions of Contract.

17. LABOR LAW OBLIGATIONS.
17.1. Overview.
17.1.1 The Parties agree that no employment or subordinate relationship exists nor shall exist between ENEL and the Supplier's personnel, nor vice versa, by virtue of the Contract. The Supplier or, as applicable, the employer of the personnel used by the Supplier for the execution of this Contract, shall be responsible for all the legal obligations applicable to the employer of the personnel, including, but not limited to, the payment of all salaries and benefits to which the personnel are entitled under the terms of the applicable legislation, as well as all social security contributions.

17.1.2. The Supplier shall be the only entity legally liable to ENEL for any labor-related claim filed by any member of the Supplier's personnel against ENEL. Each Party shall be liable in its role as employer in relation to: (i) the payment of salaries; (ii) the payment and contributions to the social security system, and/or any social fund applicable in its country of domicile. Each of the Parties undertakes all the liabilities and/or obligations provided by the applicable labor law in relation to its employees, administrative personnel and members.

17.1.3. The Supplier agrees to hold ENEL harmless of any individual or collective action or claim its employees may file against ENEL and to reimburse and indemnify ENEL for any amount that ENEL was required to pay in relation to such labor claims, including the legal expenses.

17.1.4. In the event that ENEL receives a notification or claim from any employee of the Supplier, ENEL shall inform the Supplier of the situation in writing within two (2) business days after acknowledgment of receipt of such notification or claim, attaching a copy thereof. ENEL may request the legal assistance required for the defense of any claim filed against it and shall be entitled to recover the legal expenses incurred for such defense from the Supplier. The Supplier shall provide all the reasonable support and provide ENEL any information and documents required for the defense.

17.1.5. The Supplier shall not be liable to ENEL if: (i) ENEL does not comply with the provisions of the previous paragraphs, or (ii) ENEL contracts any legal advisor for the defense of any claim filed against it, in which case the defense costs, including attorneys' fees, shall be borne by ENEL.

17.1.6. The Supplier shall comply with the local law in relation to the non-discrimination in the recruitment of personnel.

17.1.6 The Supplier shall send, upon request by ENEL, documents proving compliance with the following obligations:

a) Evidence of the payment of salaries, holidays, bonuses and any other applicable benefits due to its workers under the law;

b) Proof of Social Security and Income Tax payments.
17.1.8 The Supplier shall sign the collective agreements with the trade unions applicable to the branch of industry to which it belongs according to its corporate purpose and ENEL may at any time request the delivery of the supporting documents related to compliance with the provisions of the Contract.

18 FINANCIAL GUARantee.

18.1 Upon request of ENEL, the Supplier shall establish, before the issuance of the first invoice, one or more first-demand payment financial guarantees in favor of ENEL (according to the form attached as appendix to the Contract, subject to the local legislation and enforceable in the country affected by the Annex), issued by a local Bank of recognized solvency or by its local branch, if foreign, subject to ENEL acceptance for an amount of at least the 20% of the total amount of the Contract (or any other amount expressly specified therein) to fulfill the performance of the obligations arising from the Contract, including the applicable indemnifications or penalties.

18.2 If no other date is specified in the Contract, the guarantee(s) established by the Supplier shall be valid for thirty (30) calendar days after the expiration of the Warranty Period or, if applicable, of the Final Acceptance and, subsequently, it shall be returned upon written request of the Supplier and subject to any applicable deduction and verification by ENEL. If a financial guarantee expiring on earlier dates is issued, the Supplier shall extend its validity to comply with the relevant deadline and the renewal shall be made at least forty-five (45) calendar days in advance, otherwise this shall represent a material breach of the Contract, pursuant to the General Part of these General Terms and Conditions of Contract.

18.3 If the Supplier does not provide the guarantee within the specified deadlines, and without prejudice to any other available remedy, ENEL may terminate the Contract or suspend its execution until such time as a guarantee accepted by ENEL is provided, and ENEL may accept equivalent guarantees offered by the Supplier. In any case, ENEL shall be entitled to record, in accordance with law, for delivery to the Supplier as soon as it fulfills its obligation to establish the required guarantees, the payments due to the Supplier up to 10% of the total amount of the Contract, without prejudice to the right to terminate the Contract.

19 INSURANCE.

19.1 If the Contract is performed through the storage of the materials by the Supplier at ENEL’s facilities, in addition to the insurances specified in the General Part, the Supplier shall place insurance against theft and other damages the stored material may suffer, covering the entire Contract execution period.

19.2 If at ENEL’s discretion the insurance coverages submitted by the Supplier are not sufficient to cover the risk exposure, both in relation to the delivery of materials or equipment and to the realization of the contractual work or service, the Supplier shall modify and amend the coverages according to the terms of the insurance market.

20 INDUSTRIAL AND INTELLECTUAL PROPERTY.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

21 CONFIDENTIALITY.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

22 PROCESSING OF PERSONAL DATA.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

23 VENDOR RATING.

According to the provisions of the General Part of these General Terms and Conditions of Contract.

24 GAIN SHARING.

According to the provisions of the General Part of these General Terms and Conditions of Contract.
25 GOVERNANCE.
According to the provisions of the General Part of these General Terms and Conditions of Contract.

26 KPI (KEY PERFORMANCE INDICATOR).
According to the provisions of the General Part of these General Terms and Conditions of Contract.

27 GLOBAL COMPACT.
According to the provisions of the General Part of these General Terms and Conditions of Contract.

28 CODE OF ETHICS.
28.1 Overview.
The ENEL Group, in the management of its business activities and its relationships with third parties, complies with the provisions of the “ENEL Compliance Program” (Code of Ethics, Zero Tolerance Anti-Bribery Plan, Human Rights Policy).
The Supplier, in the management of its business and relationships with third parties, shall comply with such principles or other equivalent ones.
These principles, as well as the remainder of the Code of Ethics, are available at www.ENELgreenpower.com.

28.2 Conflicts of interest.
The Supplier, in relation to the commitments made in the section “Conflicts of interest” of the General Part of these General Terms and Conditions of Contract, undertakes to send to ENEL the declaration, duly signed, attached under Annex I “DECLARATION OF CONFLICTS OF INTEREST” (Legal Person) or Annex II “DECLARATION OF CONFLICTS OF INTEREST (Natural Person) of this document.

28.3 Supplier’s Code of Ethics.
According to the provisions of the General Part of these General Terms and Conditions of Contract.

28.3.1 Integrity Clause.
a) By submitting the bid and/or accepting the Contract, the Bidder/Supplier declares

- that he/she acknowledges the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter “ENEL”), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery 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;

- that, to 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 property, crimes against personal freedom or the public order, environmental crimes;

- that he/she is not subject to any criminal investigation with respect to any matter, fact or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom or the public order, or environmental crimes;

- that he/she is aware and authorizes - for the purpose 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 fiduciary obligations with Company involved.

b) The Bidder/Supplier shall promptly inform and provide all the relevant documents to ENEL:

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1 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 hold their office and, where applicable, on behalf of the Parent Company and of the the 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.

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

3 In relation to him/herself and the persons listed in point 2.
1) If he/she becomes aware of the initiation of any criminal proceedings, referred to in the second paragraph of letter a) above;

2) If he/she becomes aware of the initiation any criminal investigation, referred to in the third paragraph of letter a) above.

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

29 GOVERNING LAW.

The Contract and all matters arising between the Parties in relation or in connection thereto shall be governed in accordance with Mexican Law, to which the Supplier and ENEL expressly submit.

30 JURISDICTION.

30.1 For the construction, performance and execution of this Contract, the Parties agree to submit to the jurisdiction of the Courts of Mexico, expressly and irrevocably waiving any other jurisdiction applicable as a result of their current or future domicile or for any other reason whatsoever.

30.2 Unless otherwise agreed in the Contract, the place of jurisdiction for any dispute arising between the Parties, in relation to the construction or execution of this Contract, is Mexico.
Annex I. DECLARATION OF CONFLICTS OF INTEREST \(^{[1]}\) (Legal Person).

The Company……………………………………………………………………………………………..in the person of its legal representative ………………………………………………………………………………………………..

Acknowledges that:

- The ENEL Group has adopted a Code of Ethics and approved a Zero Tolerance Anti-Bribery Plan;
- These documents express the commitments and the ethical liability of the ENEL Group in the management of its business activities and relationships with third parties and are aimed at meeting the accuracy and transparency requirements in the performance of business activities and in relationships with third parties.
- The Group wishes to ensure and promote the greater equality, transparency and traceability of the different Purchase processes;

And it is aware that ENEL shall be entitled to terminate the Contract and take any legal action available to claim any damages resulting from any statement or action to facilitate a conflict of interest, and if a conflict of interest situation arises, in relation to a statement and/or action issued or performed by the Supplier, according to the terms set out in this clause.

HEREBY DECLARES

1. That after an analysis of the structure of its shareholders, of its management or supervisory bodies (including the trust and holding companies), as well as any other information available to the Company \(^{[2]}\)

   There are not/there are \(^{[3]}\):
   
   a) Persons holding any Senior Management office (director, senior manager with strategic duties) within the ENEL Group companies or who are auditors of the ENEL Group;
   b) Employees of the ENEL Group companies;
   c) With reference to the subjects specified in points a) and b), family members / relatives up to the second degree / spouse not legally separated / cohabitant / spouse or children of his/her partner / bound to him/her by kinship or affinity;

2. That the general manager (in case of anonymous companies) / the Administrators (in case of LLCs) / the shareholders (in case of partnerships) / the persons holding strategic responsibilities within the organizational structure (in the other cases) and their family members (spouse not legally separated, relatives / relatives within the first degree)

   Did not hold / held \(^{[4]}\)

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.).

The company firmly commits to promptly inform ENEL of any change in the information provided within this declaration. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, the company shall provide the proper documentation.

In witness whereof

Date,....................................................

Company Signature stamp of the Legal Representative
Processing of personal data: information and consent.

Pursuant to the applicable law on personal data protection, ENEL ensures that the information provided shall only be used in relation to the tender and the selection process of the supplier, in order to ensure equality, transparency and accuracy and to prevent any situation of conflict of interest and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC implemented by the ENEL Group. You shall be entitled to access your data and to request that ENEL correct, integrate or, in particular situations, erase or cancel your information.

In consideration of the foregoing, as legal representative of the aforementioned company, I give my consent to the processing of the personal data within the limits and in relation to the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied by a photocopy of the identity document of the signatory, otherwise the relevant Supplier shall be rejected.

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

☐ The information provided in compliance with this clause has been collected according to the regulations on personal data protection, on the basis of the controls on the persons holding individual shares of the companies / shares of the signatory company, as well as any of their companies (including trusts and the relevant beneficiary) having direct control of the registrant company.

☐ Please cross out all that does not apply. In case any of the existence of any of the situations listed, please specify in the additional declaration all the information in relation thereto. ENEL shall perform the required controls for the purposes of this declaration.

☐ Please cross out all that does not apply.
ANNEX TO THE DECLARATION OF CONFLICT OF INTERESTS (Legal Person).

The Company……………………………………………………………………………………………..in the person of its legal representative…………………………………………………………….

establishes that from the analysis of the structure of the governance bodies of the company and its parent companies and any other relevant entity (including Holding), as well as any other information available to the Company, based on evidence, related to the persons holding shares of the company/asset:

1

First Name Mr./Mrs. …………………………… Last Name*  
Born in ……………………………..on…………………………..Tax Code…………………………..  
Address ………………………………………………………………………………………………..  
Working in this company as………………………………………………………………………………

Within the ENEL Group holds the following position:

☐ Company Director ………………… ENEL Group  
☐ Key management personnel (please specify the relevant office) of the Company ……………………………………….. ENEL Group  
☐ Employee of the office (please specify the relevant office) …………… with role/title ……… the Company…………………… ENEL Group  
☐ Company’s Auditor ………………… ENEL Group  
☐ Relative / kinship to the second degree of blood tie / affinity / spouse, unless legally separated / cohabitant / child of the spouse / partner of the child / dependent linked by kinship or affinity.  
First Name* Last Name *Member of the Company …………………..  
ENEL Group……………… with role/title………

In witness whereof, Date and Place,………….. (full and legible signature)

The undersigned company points out that this declaration is made relying on the information collected in compliance with the regulations on personal data protection, on the basis of the controls on the persons holding the shares of each company / equity and undertakes to promptly inform ENEL of any change in the information provided in this declaration. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, the company undertakes to provide the proper documentation.

In witness whereof

Date……………………………………..  
(Full and legible signature)
Processing of personal data: information and consent.

Pursuant with the applicable law on personal data protection, ENEL ensures that the information provided shall only be used in relation to the contracting and selection process of the Suppliers, in order to ensure equality, transparency and accuracy and to prevent any situation of conflict of interest and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC implemented by the ENEL Group. You shall be entitled to access your data and to request that ENEL correct, integrate, or in particular situations, erase or cancel your information.

In consideration of the foregoing, as legal representative of the afore mentioned company, I give my consent to the processing of the personal data within the limits and in relation to the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied by a photocopy of the identity document of the signatory, otherwise the relevant Supplier shall be rejected.
Annex II. DECLARATION OF CONFLICT OF INTEREST (Natural Person).

The undersigned acknowledge that:

- The ENEL Group has adopted a Code of Ethics and approved a Zero Tolerance Anti-Bribery Plan;
- These documents express the commitments and the ethical liability of the ENEL Group in the management of its business activities and its relationships with third parties, and are aimed at meeting the accuracy and transparency requirements in performance of business activities and in relationships with third parties;
- The Group wishes to ensure and promote greater equality, transparency and traceability of the different Purchase processes;

And that they are aware that ENEL shall be entitled to terminate the Contract and take any legal action available to claim any damages resulting from any statement or action to facilitate a conflict of interest, as well as if a conflict of interests situation arises in relation to a statement and/or action issued or performed by the Supplier, according to the terms set out in this clause.

HEREBY DECLARE THEY

1. Do not hold/hold¹ any senior management office (director, senior manager with strategic duties) within the companies of the ENEL Group, nor are they employees of such company or auditors of the ENEL Group;
2. Do not have / have¹ within the companies of the Group family members / relatives within the second degree / spouse not legally separated / cohabitant / spouse or children of his/her partner / dependent of the undersigned who are bound to him/her by kinship or affinity;
3. Did not hold / held¹ in the last twenty-four (1) 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 concessions, control activities, etc.). Furthermore, to the best of his/her knowledge, these positions have not been held by family members (spouse not legally separated, relatives / relations within the first degree).

If any of the situations listed in paragraphs 1 and 2 exist, the declarant shall provide ENEL an additional declaration.

ENEL reserves the right to carry out any required inspection on the basis of the declaration received.

The undersigned shall fully and promptly inform ENEL of any change in the information provided within this declaration.

Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, he/she shall provide the proper documentation.

In witness whereof

Date,....................................................

______________

[¹] Please cross out all that do not apply.

Stamp ....................................................
Signature ..............................................

The undersigned points out that this declaration is provided on the basis of the information collected in compliance with the applicable regulations on personal data protection and shall promptly inform ENEL of any change that occurs in the information provided in this declaration. Furthermore, acknowledging that ENEL may require, at any time, to verify the contents of this declaration, he/she shall provide the proper documentation.

In witness whereof

Date,....................................................

(Full and legible signature)
Processing of personal data: information and consent.

Pursuant with the applicable law on personal data protection, ENEL ensures that the information provided shall only be used in relation to the contracting and selection process of the suppliers, in order to ensure equality, transparency and accuracy and to prevent any situation of conflict of interest and any illegal conduct, in accordance with the provisions of the Code of Ethics and the ZTC implemented by the ENEL Group. You shall be entitled to access your data and to request that ENEL correct, integrate or in particular situations, erase or cancel such information.

In consideration of the foregoing, as legal representative of the aforementioned company, I give my consent to the processing of the personal data within the limits and in relation to the purposes set out in such notice.

(Full and legible signature)

Note: The signature of the owner or of the legal representative shall be accompanied by a photocopy of the identity document of the signatory, otherwise the relevant Supplier shall be rejected.
ANNEX TO THE DECLARATION OF CONFLICT OF INTEREST (Natural Person).

Relating to point 1:

Administrator of the Company............... of the ENEL Group
Manager with key duties (please specify the relevant position)...........................................of the Company..................of the ENEL Group.
Employee of the position (please specify the relevant position) .......... with role/title ........ the Company.....................of the ENEL Group.
Auditor............................ of the ENEL Group.

Relating to point 2:

Relative / relation within the second degree of blood tie / affinity / spouse not legally separated / cohabitant / child of the spouse / child of the cohabitant / dependent of the signatories, connected by kinship or affinity;
Name................ Sumame..................................................Belonging to the Company.........................
of the ENEL Group ................. office / title..................

ENEL reserves the right to carry out any required inspection on the basis of the declaration received.