

## **Umbrella Contract for Services**

### **Part B - General Conditions**

This Umbrella Contract regulates the contractual relationship between companies of Enel Group and its Providers regarding services to be rendered.

The Umbrella Contract consists of a Part A – Contract Details that includes all detailed provisions and a Part B that sets out the general terms and conditions for rendering the services that can be activated at the option of EGP or Enel Affiliates (as defined below) with an activation letter to the Provider.

#### **1. Definitions:**

“**Authorized Person**” has the meaning set out in Clause 29.4.

“**Confidential Information**” has the meaning set out in Clause 29.1.

“**Contract**” or “**Agreement**” has the meaning set out in Clause 4.

“**Country**” means the countries in which Enel Affiliates are located and where the Services will be rendered, as detailed in Part A.

“**Company**” means EGP and/or Enel Affiliates in accordance with the Local Activation Letter.

“**Disclosing Party**” is the Party when it discloses Confidential Information to the other Party.

“**Dispute**” has the meaning set out in Clause 27.2.

“**Draw Down Order**” or “**DDO**” means the order issued by Company under a Local Activation Letter, with content defined in Clause 8.1.

“**Effective Date**” has the meaning stated in Part A.

“**EGP or Enel**” means Enel Green Power S.p.A.

“**Enel Affiliate**” means a corporation, company or other entity, now or hereafter, directly or indirectly, owned, controlling or controlled by, or under direct or indirect the common control of Enel S.p.A., but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition, “control” of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct

or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

**“Force Majeure”** has the meaning set out in Clause 26.

**“Umbrella Contract”** has the meaning stating in the preamble.

**“Good Industry Hydro Practice”** means on the Effective Date, those practices, methods, acts, techniques and standards which are prudent and in accordance with applicable and generally accepted good practice for Providers for hydro turbines and hydro power generation systems. It is recognised that Good Hydro Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusions of all others, but rather to be a spectrum of good and proper practices, methods and acts.

**“Government Authority”** means any national, federal, state, local, municipal or other governmental, regulatory body, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union) which has legal jurisdiction over the matter, Contract or company in question.

**“Hydro Power Plant” or “HPP”** means the Enel hydro power plant where the Services will be rendered as indicated in the relevant DDO.

**“Law”** means all legislation, statutes, ordinances, codes, rules, orders, decrees, judgments, injunctions, and other laws, and regulations and by-laws of any legally constituted Governmental Authority, as the same may be amended, modified or repealed.

**“Liquidated Damages”** has the meaning set out in Clause 16.

**“Local Activation Letter”** means a contract signed between an Enel Affiliate and the Provider and/or a Provider Affiliate, in the form set in Annex 5 hereto, which implements this Contract locally between such Enel Affiliate and Provider and/or Provider Affiliate.

**“Maximum Contract Amount”** has the meaning set out in Clause 3.6.

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Price”** means the price for Services as listed in Annex 1 (Price List).

**“Price List”** means the list of Services with the indication of Prices.

**“Provider”** means the party of the Umbrella Contract, specified in Part A, that will render the Service, and/or its Affiliate.

**“Provider Affiliate”** means a corporation, company or other entity, now or hereafter, directly or indirectly, owned, controlling or controlled by, or under direct or indirect the common control of

the Provider or of the same legal entity that controls the Provider, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition, "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

“**Receiving Party**” is the Party when it receives Confidential Information from the other Party.

“**Scope of Service**” has the meaning set out in the Clause 2.1.

“**Site**” means the Company’s sites where the Services shall be rendered by Provider, as detailed in Draw Down Order.

“**Technical Specifications**” means the technical specifications set out in Annex 3.

“**Working Days**” means any day other than a Saturday, Sunday and other than a day which is a bank or other public holiday in the countries where the obligor and the obligee are located. For the avoidance of doubt, this means that if a notice is to be sent to an Affiliate by the Provider who is in a different Country, then it is not a Working Day if there is a bank or other public holiday in either of those two countries.

## **2. Scope of Services – Non-Exclusivity**

- 2.1** In consideration of the payments to be made by Company to the Provider as hereinafter mentioned, the Provider agrees to render the Services and perform its other obligations under the Contract, in accordance with the terms and conditions of the Contract, the Good Industry Hydro Practice and the Applicable Law and Annex 3 (the “**Technical Specification**”).
- 2.2** In consideration of the proper performance by the Contractor of its obligations under the Contract, the Company shall pay the Contractor the Prices as detailed in the Price List.
- 2.3** Notwithstanding the firm commitment of Provider to perform its obligations and its acceptance by EGP, the Parties stipulate, for the avoidance of doubt, that:
- (i) this Contract is not an exclusive service agreement (i.e. the Company can procure the Scope of Service from other sources, at its discretion); and
  - (ii) this Contract is optional for the Company in that there is no obligation on the Company to actually activate the Services.

## **3. Prices and Maximum Contract Amount**

**3.1** The Provider shall perform its obligations at the Prices set out in the Price List (Annex 1).

**3.2** The Prices are fixed and invariable for the maximum duration of Contract:

a. The Price List indicates the price of Services in Enel Hydro Power Plants for each Country.

b. Prices defined in Annex I include any direct, indirect or associated cost or expense in relation to the execution of the Contract, including all costs imposed by compliance with legal and contractual obligations regarding the occupational safety and security. Prices do not include the VAT. All taxes, levies, rights and fiscal charges applicable to the object of the Contract shall be

borne by those Parties who, in accordance with the laws of the Enel Affiliate Country, are considered as taxable persons of the respective obligation.

- 3.3** Parties stipulate that the maximum value of Contract that may be ordered under this Umbrella Contract, including the Local Activation Letters is specified in Part A (the “**Maximum Contract Amount**”).

#### **4. Documents Constituting the Contract**

- 4.1** The following documents together constitute the Contract:

- a. The “Umbrella Contract for Services” that consists of a Part A – Contract Details and this Part B – General Conditions ;
- b. Annex 1 – Price List;
- c. Annex 2 –Draw Down Orders issued in accordance with Clause 8 ,
- d. Annex 3 –Technical Specification;
- e. Annex 4 – Health, Safety and Environmental Terms, applicable only for Services provided on Site;
- f. Annex 5 – Local Activation Letter, if any, provided it has become effective in accordance with Clause 7;
- g. Annex 6 - Form of Acceptance Certificate
- h. Annex 7 – Insurance Requirements
- i. Annex 8 – Enel Group General Contract Conditions with the relevant Country available on <https://globalprocurement.enel.com/it/documenti.html> (hereinafter the “GCC”).

#### **5. Interpretation – Order of Precedence**

- 5.1** In the event of a conflict or discrepancy among the documents of the Contract the interpretation of the Contract shall be made in accordance with the following order of precedence:

- a. Annex 2 - Any Draw Down Orders issued in accordance with Clause 8;
- b. Annex 5 – Local Activation Letter, if any, provided it has become effective in accordance with Clause 7;
- c. the Umbrella Contract, Part A and Part B;
- d. Annex 1 – Price List;
- e. Annex 4 – Health, Safety and Environmental Terms if applicable;
- f. Annex 3 – Technical Specification;
- g. Annex 7 – Insurance Requirements

h. Annex 8 - GCC.

**5.2 Internal Conflicts.** In the event of a conflict within the provisions of a single Contract document or in the provisions of two or more of the Contract documents in any one of the levels set forth in the foregoing order of precedence, the more stringent requirements which are applicable to the obligations of Provider shall take precedence over the less stringent requirements applicable thereto.

**5.3 Notice of Ambiguity.** Provider shall immediately give notice to the Company of any apparent ambiguity, controversy or inconsistency between any of the Contract documents or parts thereof, so that the Company may resolve the interpretation of any such controversies or ambiguities provided, however, that such notice shall not relieve Provider from complying with the more stringent requirements in accordance with the prior paragraph unless the Company specifies otherwise in writing.

## **6. Duration.**

**6.1** Provider commits to perform the Scope of Services from Effective Date and in accordance with the Local Activation Letter through:

- a. the date that is specified in Part A from the Effective Date, and
- b. during any extensions in accordance with Clause 6.2.

**6.2** This Contract may be renewed for a maximum further period of one (1) year, upon written notice sent by either Party to the other at least forty-five (45) days prior to the expiry of the Contract, specifying the duration of the renewal, unless the other Party decides to terminate the Contract.

**6.3** Notwithstanding the term stated above, when the aggregate value of Services rendered under the Contract reaches Maximum Contract Amount, then no new Local Activation Letters DDOs shall be issued by Company or accepted by Provider under this Contract.

**6.4** For the avoidance of doubt, the Parties stipulate that, notwithstanding the end of the term of this Contract, Provider and any relevant Provider Affiliate shall continue to be bound for outstanding obligations under any Local Activation Letter and DDO in effect prior to the expiration of this Contract.

**6.5** Notwithstanding the above, the Umbrella Contract and any Local Activation Letters may be terminated early in accordance with Clause 23 (Suspension and Termination).

## **7. Local Activation Letters.**

**7.1** Enel Affiliate wishing to activate this Contract in their Country shall do so by notifying the Provider indicating the expected Services and including in such notice the proposed final form of the Local Activation Letter (substantially in the form set out in Annex 5 – Local Activation Letter) setting out any additional or amended contractual terms that are needed for the Contract's performance in a particular Country (or subdivision of such Country), including, without limitation: addresses for notices to the Enel Affiliate, choice of forum, currency of payment, etc.

**7.2** Within 15 Working Days from receipt of such notice, the Provider shall indicate any Provider Affiliate that will also be a party to the Local Activation Letter, details for notices to be applicable, and any clarifications needed to for its acceptance of the final form of the Local Activation Letter.

- 7.3 Within 15 Working Days from receipt of Provider's response, the Provider designates Provider Affiliate and the Enel Affiliate that notified the Provider pursuant to item 7.1 above, both that are to be parties shall execute the Local Activation Letter.
- 7.4 In the event more than one Enel Affiliate is a party to a single Local Activation Letter, each Enel Affiliate that is a party shall be severally, and not jointly, liable for payment under such Local Activation Letter issued by such Affiliate.
- 7.5 To the extent permissible under the laws of the Enel Affiliate Country, and unless stipulated differently in the Local Activation Letter, the law applicable to the Local Activation Letters is the law of Enel Affiliate Country.
- 7.6 Upon execution of a Local Activation Letter and its having become effective according to its terms, the Local Activation Letter will constitute an individual contract under and in fulfillment of this Umbrella Contract, composed of the documents as set out in Clause 4, separate from the original Umbrella Contract between Provider and EGP, and separate from any other implementation of the Umbrella Contract through Local Activation Letters with other Affiliates.
- 7.7 Notwithstanding the above Clause 7.6, for the avoidance of doubt, the Parties stipulate that the original Umbrella Contract remains in effect in accordance with its terms and can be activated by EGP or other Enel Affiliate, according to its terms.
- 7.8 Notwithstanding anything to the contrary in the Local Activation Letter, EGP shall be a third party beneficiary to the Local Activation Letter.
- 7.9 The Provider is the guarantor in the interest of the Provider Affiliate in favor of Enel Affiliate, regarding possession by the Provider Affiliate of all the requisites required in the award phase, as well as those necessary for the correct and precise execution of the Services covered by the Local Activation Letter resulting from this Contract. In this regard, Company reserves the right to request - through the Provider, which hereby undertakes to submit it - the documentation proving the existence of the requirements of the Provider Affiliate.
- 7.10 In addition, the Provider guarantees fulfilment by the Provider Affiliate of all the obligations of the Local Activation Letter being severally and jointly liable. Therefore, should the Provider Affiliate be in breach, even only partially, of the obligations arising from the Local Activation Letter, the Provider hereby undertakes to unconditionally take over, following the request of Enel Affiliate, said contract guaranteeing its performance.

## 8. Draw Down Orders.

- 8.1 Once a Local Activation Letter becomes effective, the Company may issue specific orders for Services ("**Draw Down Orders**" or "**DDO**") within the period of effectiveness of this Umbrella Contract.
- 8.2 Each Draw Down Order shall include, at a minimum, the following information:
- a. reference to the Umbrella Contract, if permitted by local law ;
  - b. reference to the Local Activation Letter;
  - c. Company information (company name, VAT code, registered office);
  - d. Description and prices of the Services being ordered;
  - e. Time schedule;

- f. Name of the person to whom invoices are to be addressed;
- g. Name and telephone number of person to be contacted for the Services.

- 8.3** Upon receipt of a Draw Down Order, Provider shall have 5 Working Days to confirm the Draw Down Order, otherwise the DDO will be deemed as rejected by Provider. Rejection of a Drawdown order is a breach of the Contract unless legally excused (due to Force Majeure or on some other basis).
- 8.4** Upon confirmation of a Draw Down Order, Provider shall perform the Services according to the Time Schedule specified in DDO.
- 8.5** Nothing in the Contract and each DDO issued pursuant to the Contract may be construed as a commitment of the Company towards the Provider for the issuance of a minimum number of DDOs or the payment of a minimum amount under this Contract.

**9. Other Details. Not applicable**

**10. Customer Obligations**

- 10.1** Subject to provision of evidence of insurance in accordance with Clause 19 and the following provisions of this Clause 10.2, the Company shall, for the entire duration of Contract as provided in Clause 6, ensure that the Provider and its Subcontractors are granted full, free, safe and unrestricted access to and within the Site and the Site facilities and egress from the Site to the extent necessary to enable the Provider to fulfil its obligations under this Agreement. Access shall include access on the Site, up and in the immediate vicinity of the Hydro Power Plant to the extent necessary for rendering the Services. However, if and to the extent that the Customer's failure to comply with this paragraph was caused by negligence or other breach of this Agreement by the Provider, the Provider shall not be entitled to relief pursuant to this Agreement arising as a result of such failure by the Company.
- 10.2** The Company shall be entitled to prohibit access to the Site to any person, including the Provider's personnel, who are not in compliance with the provisions of Annex 4 (Health, Safety and Environmental Terms) relating to gaining Site access.

**11. Inspection and Program. Not Applicable**

**12. Execution of the Supply. Not Applicable**

**13. Acceptance**

- 13.1** Company may reject any Services rendered hereunder failing to meet the requirements of the Contract included in the Technical Specification (Annex 3) and require Contractor to repeat or correct, at no charge to Company.
- 13.2** The aforesaid request by the Provider to remedy the rejected Services shall not be considered an extension to the terms of this Contract and therefore, the Provider and Provider Affiliate shall be held liable for any penalties and/or compensation for damages and difficulties caused by the same for this reason.

**14. Transfer of Title and Risk. Not Applicable**

**15. Components Warranty. Not Applicable**

**16. Delay Liquidated Damages**

- 16.1** Provider warrants that Services will be rendered to Company and within the Time Schedule set out in DDO.
- 16.2** When there is delay in the Time Schedule, Company shall be entitled to payment of delay damages by Provider for this default equal to the percentage specified in Part A. The total amount of delay damages due under this Clause shall not exceed the amount specified in Part A.
- 16.3** For the avoidance of doubt, these delay damages shall be the only damages due from the Provider to the Provider's failure to comply with the Time Schedule. These delay damages shall not preclude termination or remedies for other breaches under the Contract and shall not relieve the Provider from the obligation to complete the Services or from other duties, obligations or responsibilities which the Provider may have under or in connection with the Contract.
- 16.4** This Clause shall not limit the Provider's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Provider.
- 16.5** If Provider has not provided a Service by the date on which Company has become entitled to the maximum amount of liquidated damages for that Service, Company may cancel the DDO with respect to the delayed Service. In that case, Provider shall have no claim against Company, and Company shall be entitled to delay damages accumulated through the date of cancellation, plus any reasonable and documented higher charges incurred due to procurement of the Services through a different provider of its own choice, reserving the right to claim from the Provider any reasonable and documented higher charges incurred, due to the default of the Provider.
- 16.6** If during a period of one year, Company has become entitled to an amount of liquidated damages that exceeds 5% of value of DDOs issued during that year in execution of Local Activation Letter in a certain Country, Company may immediately terminate the Local Activation Letter in the relevant Country without any liability or penalty, applicable against it. In this case, any outstanding liquidated damages due to EGP or an Enel Affiliate by the Provider must be paid at once.
- 16.7** Delay Damages are payable by Provider within 10 days of receipt of the relevant invoice from the Company. In the event that delay damages are not paid on time, Company may set them off against any amount due by Company to Provider.

**17. Invoicing and Payment**

- 17.1** Unless otherwise specified in the relevant Local Activation Letter or DDO, Provider shall invoice according to the Price List as detailed in Part A
- 17.2** Company shall pay within 60 days from the date of receipt of Provider's invoices delivered in accordance with the Contract, unless a different term of payment is provided in the Local Activation Letter signed for the relevant Country.
- 17.3** The Provider shall issue invoices with the details and format required in the Local Activation Letter, the relevant DDO and the GCC.



- 17.4** The Provider's invoice must contain a clear reference to the number of the Draw Down Order. Contractor will send invoices only through the system of electronic data interchange (EDI) by selecting the partner company Enel Green Power.
- 17.5** Payment by Company of an invoice does not mean that the Company deems that the Provider has properly performed its obligations under this Contract or that Company waives any of the rights and actions to which it may be entitled in respect of the Provider. Such rights are expressly reserved notwithstanding the payment made.
- 17.6** If the issuance or delivery of an invoice does not comply with the terms and conditions described in the Local Activation Letter, Company may return that invoice to Provider.

## **18. Financial Guarantees**

- 18.1** The Contractor shall secure the performance of all contractual obligations and the payment of damages caused by the breach of Contract for the amount specified in Part A.
- 18.2** Security may be lodged at the Contractor's choice, either in cash as a deposit or in the form of a guarantee issued by a financial institution approved by Enel and complying with the criteria listed below. The economic guarantee must:
- a) have an unconditional and irrevocable character;
  - b) be issued for the benefit of Enel;
  - c) be payable on first demand by Enel only submitting a written statement to the issuing institution stating that it has the right of repayment of the economic guarantee.
- 18.3** The financial institution issuing the guarantee shall be a bank, an insurance company or a financial intermediary authorized to operate in surety business by relevant authorities.
- 18.4** In case the issuer bank's creditworthiness deteriorates, the Contractor shall provide within 60 days, upon Enel's request, the guarantee replacement issued by a financial institution approved by Enel. In case of failure to provide the guarantee, Enel may, in accordance with applicable law, block payments to the Contractor.
- 18.5** The existence of a guarantee does not mean that the Contractor's liability under this Contract is limited to the amount or period of validity of the guarantee. If the Price increases during its execution, Enel may request that the Contractor provides a supplementary or a replacement economic guarantee to cover the increased Price.
- 18.6** In case the Contractor fails to comply with the supplementing or replacement of the guarantees foreseen as provided in this Clauses 18, Enel reserves the right to terminate the Contract, or, in accordance with applicable law, to block payments to the Contractor until the due security amount is reached.

## **19. Insurance**

- 19.1** Provider shall procure and maintain, at his own expense and with Insurance Companies rated BBB (S&P or Fitch or an equivalent rating by another nationally recognized insurance rating agency of similar standing), the insurance coverages as detailed in Annex 7.

## **20. Safety Regulations and Environmental Policy**

- 20.1** The Provider declares that it is aware of its obligations in terms of employment laws, social security, environment, health and safety and the prevention or risks in the workplace, and undertakes to comply with all applicable legislation in this sense. In addition the Provider is obliged to fulfil all the obligations and conditions in this sense included in the Annex 4.
- 20.2** The Provider undertakes to adopt appropriate measures to ensure the fulfilment of its environmental obligations required by applicable legislation.
- 20.3** In addition, the Provider shall be liable for environmental damage or the imminent possibility that it may take place, as well as the costs related to prevention, reduction and repair, in accordance with the conditions laid down in applicable legislation.

## **21. Limitations of Liability**

Except in the case of damages caused by Provider's fraud, gross negligence, deliberate default or reckless misconduct:

- a) Unless provided differently by the Local Activation Letter, Provider's aggregate liability for breach of its obligations pursuant to late-delivery, non-delivery and non-conformity, shall not exceed the 100% of the value of the relevant Local Activation Letter; and
- b) Provider shall not be liable to Company for any indirect or consequential losses or damages (including lost profits or lost revenues) suffered by Company or its Affiliates, as a result of Provider's breach of its obligations pursuant to Late-delivery, non-delivery and non-conformity.

An Enel Affiliate that issued a specific Local Activation Letter and DDO may claim directly from the Provider indemnification for damages suffered due to Provider's acts or omissions due to its negligence. In case of indemnification, the Provider will pay such indemnification only once to the Enel Affiliate or the Company.

The Provider shall be jointly and severally liable with its Affiliates towards the Enel Affiliate to which the latter provided the Services.

## **22. Subcontracting**

- 22.1** Provider may not subcontract any part of the Services unless previously approved by Company in writing (which approval shall not be unreasonably conditioned, withheld or delayed).

Only one level of subcontracting is permitted. As exception to what is established, the Company, if requested by the Provider and if permitted by applicable law, may authorize in writing further levels of subcontracting.

- 22.2** In the event Company approves that a portion of the Scope of Services be subcontracted, it is stipulated that Provider shall be solely responsible towards the Company for engaging, managing, supervising and paying any such subcontractors, and Provider shall defend and indemnify Company from any claims brought by such subcontractor against the Company. Any use of subcontractors to execute part of its activities does not exclude or limit the obligations and burdens contractually assumed by the Contractor, who shall remain liable towards Company for the

execution of the Contract, as well as for paying compensation to third parties injured during its execution.

**22.3** Provider shall require that any Services performed by subcontractors be received, inspected and otherwise furnished in accordance with this Contract, and Provider shall be solely liable for all acts, omissions, liabilities and Services (including defects therein) of its subcontractors.

**22.4** Any subcontracts must be consistent with the terms and provisions of the Contract, and at a minimum, all subcontracts shall:

- a. require the subcontractors to comply with applicable Law;
- b. provide that Company has the right of inspection as provided in the Contract;
- c. require such subcontractors to abide by the safety and security provisions of the Contract;
- d. provide guarantees and warranties with respect to its portion of the Scope of Service;
- e. stipulate that the subcontractor is not deemed a third-party beneficiary of this Contract; and
- f. name Company as an intended third-party beneficiary and include a provision to allow the assignment of that agreement to Company, following a default by Provider or termination or expiration of this Contract.

**22.5** The Provider is obligated to include in any and all contracts with his subcontractors a similar clause, by which they agree to comply with the requirements of the present contract related to:

- a. Clause 31 (Code of Ethics, etc.);
- b. Annex 4 Health, Safety and Environmental Terms if the Subcontractors access the Sites; and
- c. Clause for the transmission of the subcontract to the Company in case of termination/default of the main Contractor.

Upon receipt of bill of lading signed off, the Provider shall deliver to the Company the proof documentation about workers payment and tax fulfilment. Following the outcomes of the checks, the Company reserves the right to adopt the most appropriate action in accordance with Law and Contract.

**22.6** The Company may require to Provider to provide a Declaration about his subcontractors' payment, undersigned by Provider and his subcontractors. The Declaration refers to previous subcontractors payment period.

**22.7** The Company reserves the right to block payments in case the Provider does not submit the Declaration.

## **23. Suspension and Termination**

**23.1** Enel may at any time by written notice instruct the Provider to suspend all or part of the Scope of the Service for a period of time as set out in such notice. The suspension will take effect from the date stated in the notice. The Provider shall, from that date, cease the Scope of the Service (or part thereof) and protect, store, secure and maintain any goods, materials, equipment and works against any deterioration, loss or damage, in compliance with all the obligations of this Agreement. The Provider shall resume the execution of the Scope of the Service as soon as

practicable after receiving a notice from the Company to proceed with the Scope of the Service. Unless otherwise agreed, any costs of suspension, including standby costs, shall be borne by the Provider.

- 23.2** Enel shall be entitled, at any time and without any cause, to terminate this Agreement with respect to all or part of the Scope of the Service by giving the amount of days' notice for termination set out in the Part A to the Provider. In the event of termination pursuant this clause, the Company's sole liability to the Provider, and the Provider's sole remedy for such termination, shall be the payment to the Provider of the Scope of the Service performed up to the date of termination.
- 23.3** Without prejudice to other provisions of this Contract, Company is entitled to terminate this Contract and/or any Local Activation Letter if the Provider fails to perform any material obligation arising under this Contract and fails to remedy such breach within twenty calendar days after receipt of a notice by Company requiring Provider to cure that breach. A material breach includes, without limitation, any of the following:
- a. failure to execute a Local Activation Letter in a timely manner when requested to do so by Company;
  - b. violations of Insurance Requirements as of Clause 19 and Annex 7
  - c. violations of applicable Law including tax regulations; or failure to fulfil obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the Law applicable to the Contract.
- 23.4** Notwithstanding what provided in Clause 23.3, the Company may terminate this Contract immediately (without providing a cure period) by notice to the Provider, if the Provider:
- a. subcontracts all or part of the Services without the written consent of the Company;
  - a. does not allow the identification of the personnel and of the vehicles;
  - b. signs declarations (including those provided during the tender) that are either partially or totally false;
  - c. does not perform its obligations under this Contract or Activation Letters, for any reason directly attributable to the Provider and for more than three times in one year.
  - d. during a period of one year, Company has become entitled to an amount of liquidated damages that exceeds the amount specified in Part A of value of DDOs issued during that year;
  - e. is found by Company, acting reasonably, to have made substantial misrepresentations or to have acted while affected by a conflict of interest or not update, whether during the tender and/or of qualification and/or performance of the contract;
  - f. violates Clause 32 (Code of Ethics etc.);
  - g. breaches any of the previous clauses regulating the subcontract.

Provider shall immediately inform Enel the occurrence of any of the situations listed above by written notice.

- 23.5** Termination for any of the reasons set out above in this Clause 23 is without prejudice to Provider's right to receive outstanding payments under DDOs and without prejudice to claims for

damages by Company for such breach. To the extent the damage to Company is liquid and certain, it may be offset against any outstanding payments due to the Provider.

**23.6** In case of termination, Provider shall follow Company's instructions with respect to pending deliveries under DDOs already issued.

## **24. Notices and Representation**

**24.1** All notices authorized or required between the Parties by any of the provisions of this Contract shall be in written English, properly addressed to the other Party as shown below, or as indicated in a Local Activation Letter, and delivered in person, by courier, or by e-mail. Oral communication does not constitute notice for purposes of this Contract. A notice given in accordance with this provision shall be deemed delivered only upon actual delivery of the notice to the physical or electronic address of the Party specified in Part A.

**24.2** Parties may at any time modify the addresses and names specified in Part A by notice to the other Party.

**24.3** The representation of EGP for the operational management of this Contract and the details of the Draw Down Order will be carried out by EGP's responsible Operation&Maintenance ("**O&M**") official who issues the aforesaid documents, which shall in any case include the minimum details agreed between the Parties. The name of EGP's responsible O&M official in charge person will be indicated in the Local Activation Letter or, if different, in each DDO.

**24.4** This responsible O&M official therefore has the responsibility of monitoring and ensuring the strict compliance of the Provider with all the provisions of the Contract.

**24.5** If the Provider changes its representatives, whose name is indicated in clause 24, during the term of the Contract, it must communicate the new names in writing to the Company's unit that manages the Contract and EGP's responsible O&M official.

## **25. Provider's Administration and Tax Data**

**25.1** Provider's administration and tax data are indicated in Part A.

## **26. Force majeure.**

**26.1** No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.

**26.2** The Party prevented from performing due to any such cause shall promptly and in any case within 24 (twenty four) hours, notify the other Party of the reason and the anticipated duration thereof and shall use its best endeavours to remove such cause and shall resume performance of this Contract as soon as such cause is removed. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

**26.3** The term "Force Majeure", as used in this Contract, shall mean:

- a. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- b. earthquake, flood, or any other natural disaster, but excluding meteorological conditions or phenome that could be reasonably predicted by a contractor , whose harmful effects could consequently have been totally or partially avoided; or
- c. strikes at national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party or its sub-contractors and which affect a substantial or essential portion of the Goods; or
- d. fire or explosion (being fire or explosion not caused by the negligence of the affected party or its sub-contractors); or
- e. acts of government which could not have been reasonably anticipated or controlled which make performance impossible or impracticable; or
- f. any difficulties faced by the Company for reasons beyond its reasonable control, in making right of way to the location available to the Provider.

**26.4** The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause 26 (Force Majeure) and continued during the period for which the claim is made and that such Party has used its best endeavors to remove the cause of the alleged Force Majeure.

**26.5** In the event of force majeure, the fulfilment of the tasks involved shall be suspended for the duration of the Force majeure cause, without any claims for compensation from any of the Parties.

**26.6** If by reason of force majeure, the execution of Contract or Local Activation Letter is substantially impaired and the Supply is suspended for more than one hundred and eighty (180) calendar days, or it is possible to prove that it is impossible to carry it out, either Party may request the termination of the Contract.

**26.7** Without prejudice to the above, when the force majeure cause comes to an end, the Parties shall agree either on an extension of the contractual terms, or measures that can be taken to recover all or part of the time that has been lost, in order to be able, where possible, to complete the Contract's activities within the original timescale.

## **27. Governing Law and Dispute Resolution.**

**27.1** Unless differently provided in the Local Activation Letter, this Contract shall be governed by and interpreted in accordance with the substantive Laws of Italy excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The application of the 1980 United Nations Convention on contracts for the International Sale of Goods is hereby specifically excluded.

**27.2** If any disputes, controversies or differences arise between the Parties, out of or in relation to or in connection with this Contract or breach thereof, including any question regarding its existence, validity or termination ("**Dispute**"), upon written notice by either Party referring the Dispute for amicable resolution, the Parties shall have thirty (30) days to seek an amicable solution. On the 31st day after such notice, if no written amicable resolution has been signed with respect to the

Dispute, and unless the period has been extended by mutual agreement of the Parties, either Party may commence arbitration in accordance with Clause 27.3 below.

- 27.3** If the Parties do not reach an amicable solution as set out in Clause 27.2, Dispute shall be referred to and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. Each Party shall appoint one arbitrator and the third arbitrator (“Arbitral Chair”) shall be selected by the arbitrators appointed by the Parties or, failing agreement, by the ICC in accordance with the ICC Rule. The seat of arbitration shall be Rome, Italy and the language of the arbitration shall be the English language. The Expedited Procedure Provisions shall not apply.
- 27.4** Each Party may seek provisional measures from any court of competent jurisdiction, including without limitation provisional injunctive relief, provided that the final resolution of the dispute is through the arbitral tribunal appointed in accordance with this Article 27.

## **28. Indemnity.**

- 28.1** Provider and Provider’s Affiliates shall be liable for, and shall defend, indemnify, and hold Company, its Affiliates, and all of their respective directors, officers, employees, agents, and independent contractors (all of the foregoing entities and individuals being collectively referred to herein as the “Indemnitees”) harmless from and against any and all damages, liabilities, injuries, losses, and costs (including reasonable attorneys and experts fees at trial and on appeal), and expenses which may be incurred by, asserted against, or recoverable from any Indemnitee as a result of any actual or threatened action, suit or proceeding arising out of or relating to any of the following: (a) a non-conforming or defective Service performed by Provider or Provider’s Affiliates; (b) actions or omissions of Provider or Provider’s Affiliates under this Contract resulting from gross negligence or willful misconduct of Provider or Provider’s Affiliates; (c) a breach of the terms and conditions of this Contract by Provider or Provider’s Affiliates; (d) a violation by Provider or Provider’s Affiliates of any applicable Law to be complied with in connection to the Contract.

## **29. Confidential information**

- 29.1** For the purposes of this Contract and during the term of this Contract, each Party is willing, in accordance with the terms and conditions of this Contract, to disclose to the other Party certain information relating to any transaction which may include commercial, financial, scientific, engineering and/or technical data, contractual terms and conditions, bid information, and other information, data, knowledge, and know-how (“**Confidential Information**”). For the avoidance of doubt, Confidential Information includes information in whatever form and however communicated, and information generated by the Receiving Party or by an Authorized Person that is derived in whole or in part from the information exchanged.
- 29.2** In consideration of the exchange of Confidential Information referred to in Clause 29.1, the Receiving Party shall:
- g. use the Confidential Information exclusively for the transaction, unless otherwise expressly agreed to in writing by the Disclosing Party;
  - h. not disclose the Confidential Information to anyone without the prior written consent of Disclosing Party, except as provided in this Contract; and

- i. treat the Confidential Information with the same degree of care as it employs for its own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care.

**29.3** The following shall not constitute Confidential Information:

- j. information that is already known to Receiving Party as of the Effective Date or that is lawfully in the possession of the Receiving Party; or
- k. information that is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Contract by the Receiving Party or the breach of the corresponding obligations of any Authorized Person; or
- l. information that is acquired independently from a third party representing that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or
- m. information about the transaction that is developed by the Receiving Party independently of the Confidential Information received from the Disclosing Party.

It shall not be a breach of this Contract if the Receiving Party discloses the Confidential Information to the extent it is required to disclose by order of a Court of a competent jurisdiction or to any government or regulatory agency or pursuant to the rules of any recognised stock exchange regulations, but only to the extent that disclosure thereto is compellable with Law.. Provided always that, subject to any applicable legal prohibitions and wherever possible, the Receiving Party shall make all reasonable efforts to give prompt written notice to the Disclosing Party prior to such disclosure which it reasonably believes may result in any such requirement. The Receiving Party shall consult with the Disclosing Party to allow the Disclosing Party to seek a protective order or other relief as appropriate and with a view to avoiding such disclosure if reasonably practicable and the Receiving Party shall expressly state the confidential nature of such Confidential Information at the time of disclosure (for the avoidance of doubt, submission in the absence of compulsion or voluntary submission shall not constitute an authorized disclosure under this paragraph).

**29.4** The Receiving Party may disclose Confidential Information without the prior written consent of the Disclosing Party to the following persons and/or entities (“**Authorized Persons**”) to the extent that the Receiving Party needs them to evaluate any transaction between the Parties in relation to the transaction, makes them aware that the Confidential Information must be kept confidential, and binds them to confidentiality obligations at least as restrictive as those set forth in this Contract:

- n. directors, officers, and employees of the Receiving Party;
- o. directors, officers, and employees of Affiliates of the Receiving Party (“Affiliate” means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or under the common control of one of the Parties, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition, "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise);



- p. any outside legal counsel, consultant, or agent retained by the Receiving Party or its Affiliate; or
- q. any bank, financial institution, or entity funding or proposing to fund participation by the Receiving Party, including any consultant retained by such bank, financial institution, or entity.

Notwithstanding the above, Confidential Information shall never be disclosed to competitors of the Parties, without prior written consent of the Disclosing Party. Competitors, for purpose of this Contract, include parties engaged in, or planning to enter, the same business as the Disclosing Party.

- 29.5** The Receiving Party shall be responsible to the Disclosing Party for any breach of the confidentiality obligations by the Authorized Persons.
- 29.6** The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information.
- 29.7** The Disclosing Party may demand the return of the Confidential Information at any time upon giving written notice to Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party, at its cost, shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies in its possession and in the possession of its Authorized Persons, except as provided in Clause 29.8.
- 29.8** Notwithstanding Clause 29.7 , the Receiving Party or its Authorized Persons may retain:
  - r. Confidential Information that is required by applicable Law to be retained by it, including any Confidential Information in any legal advice, internal working papers, legal opinions, legal due diligence reports prepared for the Receiving Party and minutes of meetings of the board of directors of the Receiving Party;
  - s. any automatically-generated backups or archive copies of Confidential Information located on an off-site server as a result of the automatic back-up of data in the usual operations of the Receiving Party; and
  - t. any electronic copies of Confidential Information that are not reasonably practicable for the Receiving Party to return or destroy in accordance with Clause 29.7.
- 29.9** The Receiving Party's compliance with this Clause 29 does not release it from any of its other obligations under this Contract and this Clause 29 survives the expiry or termination of this Contract.
- 29.10** In the context of provisional measures or the enforcement of a final judgment involving “equitable remedies” as understood in common law jurisdictions, the Parties stipulate that: (a) any breach of this Contract by the Receiving Party will result in harm to the Disclosing Party that cannot be adequately compensated by monetary damages or other remedies at Law; and (b) the Parties intend, therefore, that the Disclosing Party will be entitled to equitable relief, including injunction and specific performance, as remedy for any such breach.

### **30. Representations and Warranties.**

**30.1** EGP makes the following representations and warranties to the Provider, each of which is true and correct as on the date of execution of this Contract, which representations and warranties shall continue to be true and correct throughout the duration of the Contract:

- a. it has been incorporated as a company under the Laws of Italy, is validly existing under such Laws and has the power and authority to carry on its business in Italy and in all countries where operates;
- a. it has the power to enter into this Contract and comply with its obligations under it;
- b. it has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions contemplated under it.

**30.2** The Provider makes the following representations and warranties to the Company, each of which is true and correct as on the date of execution of this Contract, which representations and warranties shall continue to be true and correct throughout duration of the Contract:

- a. it has been incorporated as a company under the Laws of the country specified in Part A, is validly existing under such Laws and has the power and authority to carry on its business;
- b. it has the power to enter into this Contract and comply with its obligations under it;
- c. it has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions contemplated under it; and
- d. it has the requisite skill, experience, expertise, capacity and capability to satisfy and fulfill all its obligations and responsibilities under this Contract.

### **31. Code of Ethics, Zero Corruption Tolerance Plan, Enel Global Compliance Program and Global Compact.**

**31.1** As part of the Enel Group, the Company informs – and the Provider acknowledges – that in managing its business activities and its relationships, it refers to and applies the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Enel Global Compliance Program (available at <https://www.enel.com/investors/a/2016/08/the-internal-control-and-risk-management-system1>).

**31.2** The Provider refers to similar principles in managing its business activities and relationships.

**31.3** The Parties hereby acknowledge the content of the Ten Principles of United Nations Global Compact and undertake to manage their business activities operating in ways that meet fundamental responsibilities in the areas of human rights, labour, environment and anti-corruption, in particular for:

- a) protection of women and children;
- b) equal treatment and prohibition on discrimination, abuse and harassment;
- c) freedom to form or to join a union, freedom of association and representation;
- d) prohibition of hard labour;
- e) environmental security and protection;
- f) sanitation and hygiene;

g) wages, social security, tax (in particular, employee income withholding tax).

**31.4** The Parties specifically represent and warrant that, in connection with the Contract, they have not and the Parties agree that they shall not, make or promise to make payments, loans or gifts of any money or anything of value, directly or indirectly:

- a) to or for the use or benefit of any official or employee of any government or agency or instrumentality of any government;
- b) to any political party or official or candidate thereof;
- c) to any other person if the Party knows or had reason to know that any part of such payment, loan or gift will be directly or indirectly given or paid to any such government official or employee or political party or candidate or official thereof; or
- d) to any other person or any entity, the payment of which would violate the laws of any relevant jurisdiction.

**31.5** Moreover, and in compliance with the scope of the 10th Principles of the United Nations Global Compact (Businesses should work against corruption in all its forms, including extortion and bribery), the Parties shall not offer or accept any gift, loan, fee, reward or other advantage to or from any person as an inducement to do something which is dishonest, illegal or a breach of trust, in the performance of the Contract, including payments to each other's Personnel and facilitating payments.

**31.6** The provisions of this clause 31 will apply with respect to any persons employed for the purposes of or pursuant to the Contract.

## **32. Gainsharing**

**32.1** If during the duration of the Contract, the Provider proposes to deviate from or modify any aspect of the Scope of the Service in a manner that Provider believes will have an overall benefit for the Company, whether in terms of performance, risk mitigation, cost reduction or otherwise, then Provider shall deliver such proposal in writing to Company with all such detail as may be requested by Company. In the event that Company elects to accept Provider's proposal, then the Parties shall thereafter in good faith negotiate an appropriate amendment hereto implementing such proposal and providing for a mechanism through which both the Provider and the Company may share in the resulting benefit.

## **33. Miscellaneous**

**33.1** Entire agreement. This Contract constitutes the entire agreement between the Parties with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect hereto made prior to the date of this Contract.

**33.2** Independent Contractor. The Provider shall be an independent contractor performing this Contract. Subject to the provisions of this Contract, the Provider shall be solely responsible for the manner in which this Contract is performed. All employees, representatives or sub-contractors engaged by the Provider in connection with the

performance of this Contract shall be under the complete control of the Provider and shall not be deemed to be agents or employees of the Company, and nothing contained in this Contract or in any sub-contract awarded by the Provider shall be construed to create any contractual relationship between any such employees, agents, representatives or sub-contractors and the Company.

- 33.3** Non-Waiver. a) No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of this Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under this Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. b) Neither any inspection or due diligence by the Provider, nor any payment of money under this Contract shall operate as a waiver of any provision of this Contract or of any power reserved to the Provider.
- 33.4** No Partnership or Agency. Nothing in this Contract shall be deemed to create any agency, partnership, joint venture unincorporated association, co-operative entity or other joint relationship between the Parties hereto or constitute any Party the agent of the other Party for any purpose or entitle any Party to commit or bind the other Party in any manner or give rise to fiduciary duties by one Party in favor of the other Party.

## Annex 1 Price List



## **Annex 2 Draw Down Order**

## **Annex 3 Technical Specifications**



## **Annex 4 Health, Safety and Environment Terms**

## Annex 5 DRAFT Local Activation Letter- to be reviewed by local counsel

[●]2018

To: [●] (hereinafter the “Provider”)

Subject: **Local Activation Letter for Contract [●] for the Umbrella Contract for [INSERT] Service, between Enel Green Power S.p.A and Provider, dated as of [●] 2018 (hereinafter the “Contract”)**

**Local Activation Letter number/date:** [●] (hereinafter the “Letter”)

**Technology:** Hydro Power Plant

**Validity – Country:** [●].

By this present Letter, **Enel [●]** (hereinafter the “**Enel Affiliate**” and, when referred jointly with the Provider, “**Parties**”), notifies the Provider of the activation of the Contract, as per Clause 7.1 of the Contract.

As a consequence of this activation under the Letter, the Enel Affiliate is now entitled to render the Service at the terms and conditions of Contract.

Any term defined in the Contract shall have the same meaning when used as a defined term in this Letter, unless otherwise noted or defined herein.

The following terms and conditions apply to this Letter and prevail over the terms and conditions of the Contract:

### 1. Taxes and Amendments to this Letter

- 1.1 To the extent state and local sales and use taxes are applicable to the Contract, Provider shall separately state and show applicable state and local sales and use taxes and value added taxes on all invoices.
- 1.2 The Parties shall cooperate with each other to optimize the tax liability of each of them to the extent legally permissible, and supply each other with related exemption certificates, if applicable, and other information as reasonably requested.

### 2. Notices and Representation

- 2.1 As per Clause 24 of the Umbrella Contract, all communications or notices required under the Contract must be made in writing and in the ...(local) language (including e-mails), at the location or address stated in this Letter. The Parties undertake to promptly report any changes. In the absence of such notification, communications shall be deemed effective if sent to the addresses and executed in the manner mentioned below.
- 2.2 The persons responsible with the management of the Contract, in the Country and for any Change Order issued by the Enel Affiliate, are hereby nominated, as follows:

2.2.1 For the Provider:

Name: [●]

Address: [●]

Telephone: [●]

E-mail: [●]

2.2.2 For the Enel Affiliate:

Name: [●]

Address: [●]

Telephone: [●]

E-mail: [●]

### **3. Invoices**

3.1 The invoices issued under this Letter will be sent to:

[●]

3.2 The time period in which invoices are to be paid shall commence once all required information for invoice processing is received by Enel Affiliate, including, the Contract Number :

### **4. Representations and Warranties**

4.1 Each Party hereto represents and warrants to the other Party that:

4.1.1 it is duly organized and validly existing under the Laws of its state of formation and it has the express corporate powers and authority to make, deliver and perform this Letter and to consummate any and all of the transactions contemplated hereby;

4.1.2 this Letter has been duly executed and delivered by its lawful and duly empowered legal representatives and constitutes a legal, valid and binding obligation, enforceable against such Party in accordance with its own terms and conditions; and

4.1.3 none of the execution and delivery of this Letter, the consummation of the transactions described herein nor its compliance with the terms and provisions hereof results or will result in or constitutes or will constitute (with due notice or lapse of time or both) a default, breach or violation of its articles, by-laws, charter documents or any material agreement, judicial order or decision deriving from an authority having jurisdiction, to which it is a party or by which any of its properties or assets are bound.

### **5. Appointment of an expert**

5.1 As provided in Clauses 12.6 and 13.8 of the Umbrella Contract, the local Professional Association of Engineers is the Professional Association of [●].

### **6. Governing Law and Dispute resolution**

6.1 This Contract shall be governed by and interpreted in accordance with the substantive laws of [●] excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The application of the 1980 United Nations Convention on contracts for the International Sale of Goods is hereby specifically excluded.

6.2 If the Parties do not reach an amicable solution as set out in Clause 27.2 of the Umbrella Contract, Dispute shall be referred to and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three

arbitrators. Each Party shall appoint one arbitrator and the third arbitrator (“Arbitral Chair”) shall be selected by the arbitrators appointed by the Parties or, failing agreement, by the ICC in accordance with the ICC Rule. The seat of arbitration shall be [●] and the language of the arbitration shall be the English language. The Expedited Procedure Provisions shall not apply.

*The remainder of this Letter is intentionally blank; signature page follows.*

**IN WITNESS WHEREOF**, this Letter is duly executed simultaneously by the Parties in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement binding on the Parties hereto.

Best regards,

---

By Enel [●]

Name: [●]

Title: [●]

**Agreed by the Provider:**

---

By [●]

Name: [●]

Title: [●]

### Annex 6 Form of Acceptance Certificate

DATE:

No :

Draw Down Order No: PO

SITE NAME/ Unit No:

We hereby confirm that the Services under the specific Local Activation Letter n. [●] and dated [●] performed regarding the aforementioned site(s) (as per the following Bill of Quantity) has been completed, acknowledged and accepted accordingly.

Service Id	Service's Code	Description	Quantity

Comments/Remarks:

For Completion	For Acceptance
<p>Service Provider's representative name:</p>       <p>Signature:</p>       <p>Date:</p>	<p>Company's representative name:</p>       <p>Signature:</p>       <p>Date:</p>

**Annex 7 Insurance Requirements**