



**INDEX**

1	SCOPE OF APPLICATION .....	2
2	LANGUAGE .....	2
3	DEFINITIONS.....	2
4	ECONOMIC TERMS .....	2
5	INVOICING AND PAYMENT TERMS .....	2
6	TAXES.....	3
7	THE CONTRACTOR'S OBLIGATIONS AND LIABILITIES.....	4
8	WITHDRAWAL.....	4
9	TERMINATION.....	5
10	TRANSFERING THE CONTRACT, SUBCONTRACTING AND TRANSFERING RIGHTS AND CREDIT .....	5
11	CONTRACT ASSIGNMENT AND OUTSOURCING .....	6
12	ASSIGNMENT OF RIGHTS AND CREDITS.....	6
13	WARRANTIES .....	6
14	ECONOMIC WARRANTY .....	6
15	LEGAL AND LABOUR OBLIGATIONS.....	7
16	INTELLECTUAL PROPERTY .....	8
17	CONFIDENTIALITY .....	8
18	PROCESSING PERSONAL DATA .....	9
19	VENDOR RATING .....	11
20	CODE OF ETHICAL CONDUCT .....	11
21	GLOBAL PACT .....	13
22	DISPUTE RESOLUTION AND JURISDICTION.....	13
23	GENERAL PROVISIONS.....	13
24	LICENCE TO USE .....	14
25	CLOUD SERVICES.....	14
26	ENEL'S RIGHT TO AUDIT .....	14
27	SUSPENSION.....	14

## 1 SCOPE OF APPLICATION

1.1 These Terms and Conditions of Contract for Software, Maintenance and Cloud Services (hereafter referred to as “**General Conditions**”) regulate, according to Brazilian Law, the contractual relationship between companies of the Enel Group and its Contractor, regarding the acquisition of Software, Cloud Services and maintenance/support Services to the Software and Cloud Services.

1.2 The Contract indicates the Web page on which these General Conditions can be consulted. In case the Contractor does not have access to the Web page, and has requested a copy of these General Conditions, the document shall be sent to the Contractor, in an electronic/hard copy format.

1.3 The Contract shall not be automatically renewed, any renew or extension may be done only in written Contract amendment.

## 2 LANGUAGE

2.1 The language of these General Conditions will be in Brazilian Portuguese Language.

2.2 The original version of these General Conditions is the one in Brazilian Portuguese Language.

2.3 In case of conflict between the original version of these General Conditions, written in Brazilian Portuguese language, and the translations to other languages, the one in Brazilian Portuguese language will prevail.

## 3 DEFINITIONS

3.1 The present document uses, inter alia, the following definitions:

- **ENEL GROUP AND Enel SUBSIDIARIES (henceforth referred to as ENEL GROUP):**

1. In addition to (i) the companies in which Enel S.p.A. holds the majority of the voting rights in the general shareholders' meeting; (ii) the companies in which Enel S.p.A. holds a sufficient proportion of voting rights to be able to exercise a dominant influence in the general shareholders' meeting, the following shall also be considered subsidiaries:

- a) Italian and foreign companies over which Enel S.p.A. has the right, pursuant to a contract or a clause in the articles of incorporation, to exercise a dominant influence – provided that the applicable law uphold such a contract or clause;
- b) Italian and foreign companies in which Enel S.p.A. controls enough voting rights to exercise a dominant influence upon the general shareholders' meeting, pursuant to an agreement entered into with other shareholders.

2. The interpretation of paragraph 1 shall take into account all voting rights held by subsidiaries or exercised through trustees or those other entities established or appointed for the purpose; it shall not take into account those voting rights held by third parties.

- **DATA BREACHES:** security breaches that include the accidental or intentional and wrongful destruction, loss, amendment, unauthorized dissemination or access to personal data communicated, held or processed in any way; any IT-related incident (unauthorized access, malware activity), whether it directly affects the personal data or not may still expose it to the risk of data breach.

## 4 ECONOMIC TERMS

4.1 The Contract price is the whole consideration agreed to cover the cost of the products and Services. It includes anything necessary for the Contract to be performed in full and everything that the Contractor shall supply or perform and all necessary costs and charges, with the exception of Services and items that have been expressly excluded and taxes applied pursuant to the applicable legislation.

4.2 Whenever possible, the prices shall be itemized in the Contract according to the methods that the same Contract sets forth.

4.3 As long as permitted by law and unless the Contract specifies otherwise, the contractual costs are fixed and shall not be amended during the Contract's.

## 5 INVOICING AND PAYMENT TERMS

### 5.1 Invoicing

5.1.1 Invoices shall be deemed valid and Enel shall accept them only if they contain all information required under the Contract and by applicable regulations.

5.1.2 The invoices (or bills) shall contain the respective Contractor's Contributor number on INSS (National Social Security Institute) for the specific activities related to the object of the Contract, as well as the Contractor's inscription number in the city hall for the charge of ISS (Tax on Service).

5.1.3 Likewise, the invoices must contain:

- Number of order or Contract, and the applicable IPI (Imposto sobre Produtos Industrializados) and ICMS (Imposto sobre a Circulação de Mercadorias) in case of acquisition of materials;
- Expiration date;
- Specification of Services and/or materials acquired and their respective identifications;
- Name and CNPJ (Cadastro Nacional de Pessoas Jurídicas) of the respective Enel company which is making the purchase and/or is the receiver of the Services;
- Unit value of materials or equipment;
- Total value of materials or equipment;
- Specification of all fiscal deductions and withholding taxes.

5.1.4 Invoices not referring to the specific Contract number shall neither be accepted nor considered for purposes related to the date of their receipt.

5.1.5 Even if the Contract provides the payment of invoices in different currencies, any single invoice must be issued under a single currency.

5.1.6 Enel may return to the Contractor any invoices that:

- are not reporting information or data that are required under the terms of the Contract and/or by the applicable law;
- compute items that have not been acknowledged by Enel;
- are issued in a currency other than that provided in the Contract.

5.1.7 Unless otherwise agreed, all invoices and mandatory attached specifications shall be sent to the address provided in the Contract.

5.1.8 In case Enel verifies errors, failures or inconsistencies in the invoice, as well as inconsistencies within the Contractor's legal and contractual obligations, payment will be suspended and will only be carried out, unless stipulated another term in the Contract, within 30 (thirty) days after the regularization of the situation by the Contractor.

5.1.9 The invoice reviewed by the Contractor will have the same payment deadline, counting from the date of reception, as well as the originally sent invoice.

5.1.10 Enel will not be responsible for any financial or bank expenditure related to the issuance of invoices.

5.1.11 Under no circumstances shall the Contractor or its subcontractors be authorized to issue any securities against Enel or against any other entity belonging to Enel Group, and the Contractor shall be responsible for bearing all expenses, losses and damages resulting from the breach of the provisions of this clause.

5.1.12 In the same invoice, the following items shall be separated:

- Any works contracted by management as a complement to the Contract.
- Any increase already billed through the application of adjustment formulas provided for under the Contract. In this case, it is necessary to include justifications related to the value of indexes applied, as well as details of the relevant adjustment formula.

5.1.13 Invoicing may be carried out as follows:

**A. Using Enel's electronic systems (Procurement Portal):**

- The Contractor shall issue invoices in accordance with the terms and conditions provided in the Contract and after having obtained from Enel the necessary authorization to invoice (invoices shall report on the quantities supplied and/or information on the Services provided in the amount corresponding to the ones invoiced).
- Upon receipt of the authorization to invoice from Enel and in accordance with contractual provisions, the Contractor shall send the invoices, which have to include all data required by mandatory applicable laws, by using an Electronic system (e.g. EDI) that ensures the authenticity and integrity of the information provided in the invoices.
- In compliance with the law on electronic invoicing, the Contractor may send Enel invoices issued in an electronic format. This method guarantees the integrity of the data thereof and unambiguously links the document to its issuer.

**B. Without using electronic systems:**

- In the event of electronic systems being not available and/or applicable legislation not allowing electronic submission and electronic invoicing, the Contractor, in compliance with the terms and conditions set forth in the Contract, after having obtained the necessary authorization to invoice from Enel (invoices shall report the quantities supplied and/or the Services provided in the amount corresponding to the one invoiced) shall issue the relevant invoice, and send the original to the invoicing address indicated in the Contract.

**5.2 Payment terms**

5.2.1 Unless otherwise provided in the Contract or in specific law or regulation in Brazil, Enel shall make all payments through bank transfer, as specified in the Contract. To this end, the Contractor commits to provide Enel with its complete bank details

5.2.2 The Contractor shall notify Enel in a timely manner of any change to its fiscal or administrative data (e.g. VAT number, address, company name, etc.) and of any change of ownership/corporate shareholdings.

5.2.3 Failure to notify Enel of such information may result in the suspension of payment of any invoice containing information that is not updated.

5.2.4 Invoices will be paid within the period specified in the Contract, after review and prior approval of Enel on the fulfilment of contractual conditions; in the absence of express stipulation of payment deadline in the Contract, it will be the first day of massive payment after ninety (90) days from the invoice record date by Enel, or the date of approval of the invoice, if it is after the record date.

**6 TAXES**

**6.1 Taxes**

6.1.1 Contractor shall be solely responsible for the payment of all taxes and any other existing charges, duties or levies both in Brazil and abroad, if any, resulting from the Contract.

6.1.2 The only exception to the previous paragraph are the Brazilian taxes described in the following sub items (i), (ii) and (iii), considering that according to the Brazilian law, Enel is the taxpayer and shall perform directly and at its expenses their relevant payment:

(i) Imports of Services:

The following Brazilian taxes on the import of international Services will be borne by Enel: ISS, PIS, COFINS, CIDE and IOF.

Option 1: The withholding tax (IRRF) shall be withheld by Enel and deducted from the amount to be paid to the Contractor.

Option 2 (for cases in which the Contractor are based on Country without non-double taxation agreement): If withholding tax is required by law, the amount of the payment due from Enel shall be increased to an amount which (after making any tax deduction or withholding) leaves an amount equal to the payment which would have been due if no withholding tax had been required.

(ii) Imports of equipment of foreign origin:

The following Brazilian taxes on the import of equipment of foreign origin will be borne by Enel (is not included in this concept the customs and other import expenses): II, IPI, PIS, COFINS, ICMS, and AFRMM.

(iii) Local supplies of goods:

The interstate rate differential of ICMS on the supplies of goods by a domestic company will be borne by Enel.

6.1.3 Therefore, the Brazilian taxes described in the sub items (i), (ii) and (iii) above will be borne by Enel and must not be included in the Contract price.

**6.2 Local supply**

6.2.1 In case of supply of goods and rendering of Services by a domestic company, Contractor shall be responsible for collecting all taxes owed, in compliance with current legislation, except for the interstate rate differential of ICMS, which shall be borne by Enel.

6.2.2 In this case, all the applicable taxes must be set forth in the Contract for the purpose of quantifying the total price: ICMS, ISS, PIS, COFINS, and IPI.

6.2.3 Taxes, when subject to withholding regime, will be withheld in accordance with the law, so that payments to be made to the Contractor will always be made at their net value.

**6.3 Fulfilment of tax obligations and tax benefits**

6.3.1 Parties agree to fulfil all obligations, handle and provide all the documentation necessary for the adequate payment of taxes, including withholding taxes and other legal obligations that apply to the Contract, thereby following all procedures established in the applicable law.

6.3.2 In the same way, Parties agree to collaborate in obtaining tax exemptions or other applicable tax benefits. If Enel loses the right to a tax benefit due to Contractor's act, omission, lack of diligence or any other cause attributable to Contractor, Enel may offset the value of the unchecked tax benefit from any amount owed to Contractor.

6.3.3 If, at any time, Enel or the Contractor are benefited by any tax benefits, reductions, exemptions or extinguishment of the charges mentioned in this clause, the relevant financial outcome shall be transferred to Enel, thereby reducing the Contract price.

**7 THE CONTRACTOR'S OBLIGATIONS AND LIABILITIES**

7.1 Unless specified otherwise in the Contract, the Contractor shall be responsible, civilly and criminally, solely and exclusively, for all liabilities, losses and damages, indemnities, fines, judicial convictions, administrative convictions, and any other expenses incurred, which arise from any actions and/or omissions, whether wilful or negligent, of its professionals, agents, contractors and/or subcontractors, as a result of the performance of the object of the Contract, caused to the Contractor, its employees or third parties, releasing Enel from any and all liability in this regard.

7.2 The right of withholding and offsetting as set forth in the Contract in these General Conditions shall be applicable to this clause.

7.3 Nothing in the Contract limits or excludes the liability of the Contractor for:

- i. Wilful misconduct, fraud and gross negligence;
- ii. Damages to third parties;
- iii. Ethical code and compliance laws,
- iv. Claims by Subcontractor of Contractors;
- v. Breach of Criminal matters;
- vi. Breach of Intellectual or Industrial Property matters;
- vii. Tax, Salary, Social Security or HSE matters;
- viii. Anything related to fines and penalties in a request for compensation made by a Subject damaged as a result of the Contractor's failure to comply with Legislation regarding the protection of personal data applicable to the Contractor in its role as Data Processor;
- ix. Damages resulting from unauthorized use or disclosure of Confidential Information;
- x. Administrative fines issued due to Contractor actions and/or omissions.

7.4 If Contractor is a Consortium, the Contractor represents and warrants that it was incorporated according to the standards required by Enel, the acts of incorporation of which shall be valid for at least a period equal to, or preferably exceeding, six (6) months the term hereof, and is therefore legally capable of complying with the obligations taken on hereunder until Enel formalizes the release of the obligations undertaken, subject to the application of penalties and even termination hereof.

7.5 If the Contractor is a Consortium, the contracted consortium members shall be jointly and severally liable Enel for all obligations undertaken, including, but not limited to, their respective obligations and tax credits relating to its operations, as well as its relevant labour and social security obligations.

7.6 If the Contractor is a Consortium each of the consortium members shall invoice directly to Enel the amounts related to the Services performed by it, respecting their participation share in such Consortium, as well as the deadlines and due dates set forth herein and in the Contract.

7.7 Regardless of the incorporation of the Consortium, the failure to comply herewith by any Contractor, the Consortium or any of the consortium members, shall give Enel the right, in its sole discretion, to terminate the Contract, by right, without of this termination, any indemnification right shall lie with the Contractor, the Consortium or any of the consortium members.

**8 WITHDRAWAL**

8.1 The Contractor is not entitled to an earlier withdrawal from the Contract, unless otherwise stated in the Contract, pursuant to the rules set forth therein. Thus, to give an example that is by no mean to be deemed as exhaustive, anything set forth in any of the Contractor's documentation that provides otherwise, including the General Terms of the Contract, shall not apply unless Enel explicitly accepts it in writing.

8.2 Enel may withdraw from the Contract at any time by a prior advance notice, with at least 30 (thirty) days advance notice, according to the period within the Contract sets forth.

8.3 The withdrawal must be notified by way of a written communication and will be valid from the date on which is received. Enel will indicate the activities that must be completed and those to be immediately interrupted. The activities regularly performed up until the date of the withdrawal will be compensated according to the terms agreed in the Contract.

## **9 TERMINATION**

9.1 Enel may terminate the Contract according to the applicable law and/or in all those cases the Contract allows an early termination and/or if there is a cause that hamper, or significantly compromises, the correct performance of the Services that are subject of the Contract. To give an example, which is by no mean to be deemed as exhaustive, Enel may terminate the Contract in the instance of:

- actions, failures to act, behaviours, instances of the Contractor that might generate a risk to Enel's reputation and reduce Enel's trust or the honourability and integrity of the Contractor and its reliability in relation to the execution of the activities that are subject of the Contract.

9.2 In the instances above, Enel may assign the Contractor a term within which to comply, of no less than 15 days; upon expiration of this term, Enel may terminate the Contract, without prejudicing its right to recover the relative penalties, its right to request compensation for any damages sustained or its right to suspend any payments owed to the Contractor.

9.3 Without prejudice to the above, Enel may terminate the Contract with immediate effect, regardless of the importance of the non-compliance, in the following instances:

- Failure to perform obligations relating to intellectual property, confidentiality and processing of personal data;
- The occurrence, at any point after the Contract's Effective Date, of any omission and/or false information and/or failure to update the information and statements made by the Contractor, which constitute legal, financial, technical and contractual obligations;
- Failure to comply with Enel determinations regarding the performance or verification of technical incapacity, negligence, recklessness, malpractice or bad faith of the Contractor;
- Refusal or inability to supply materials, equipment or labour in the quantity and quality specified;
- Failure to evidence compliance with social security, labour, tax or fiscal obligations;
- Total subcontracting of the Contract object, assignment or transfer, in whole or in part, of the credits or obligations arising from the Contract by the Contractor, without the previous and express authorization Enel;
- Failure to offer the contractual guarantees, within the term and conditions set forth in the Contract;
- Breaches, by the contractor and/or Sub-contractor, of one or more of the legal provisions in force regarding the protection of health and safety.

9.4 The Contract may also be terminated in the event of failure to comply, by the Contractor or any of its subcontractors, with one or more requirements of the legislation and regulations in force on Occupational Safety and Health, as well as with the rules contained HSE Terms of the Enel Group, or if the Contractor, including, but not limited to, incurs one or more of the following circumstances:

- a) Failure to complete, sign, prepare, update or deliver documents related to Occupational Health and Safety, within the term and as defined herein and pursuant to the legislation and regulations in force;
- b) Use, during the performance hereof, regardless of how Enel proves such use, of inadequate professionals or who are not authorized by Enel in accordance with the requirements set forth in the Contract or in the legislation and regulations in force;
- c) Failure to comply, regardless of how Enel proves it, with any requirement relative to the protection of Occupational Health and Safety in the use of work equipment and of PPEs and CPEs, regulations on temporary and mobile construction work, health and safety signalling, manual cargo handling and any other provision of the legislation and regulations in force, including applicable special rules;
- d) Violation, regardless of how Enel proves it, of any other provisions for the protection of Occupational Safety and Health expressly set forth in the Contract;
- e) Performance or application of poor practices in industrial safety and risk prevention, including, but not limited to, the lack of training of professionals in these subjects according to the applicable technical rules;
- f) Wilful or negligent action or omission (negligence, recklessness or malpractice) capable of causing any risk of serious or fatal accidents to the professionals of the Contractor or its subcontractors during the development or performance of the Contract. Due to the importance of Occupational Safety and Health for Enel and the adoption of measures to avoid accidents with its own personnel or of third parties related to its activity, this item also applies in case of any action or omission of the Contractor or of any of its controlled, parent companies, or any companies subject to common control, in any other contractual relationship with Enel or with any other company of the Enel Group that is capable of causing any serious or fatal accident to the professionals of the Contractor, of subcontractors, employees of any of the companies of the Enel Group or third parties during the development or performance of any of these contractual relationships.

## **10 TRANSFERING THE CONTRACT, SUBCONTRACTING AND TRANSFERING RIGHTS AND CREDIT**

10.1 The Contractor shall perform the Services that are the subject of the Contract itself. The transfer of the Contract to third parties

is therefore only permitted with Enel's explicit and prior consent and must be in line with all applicable regulations. Without prejudice to the above, all Services may be sub-contracted only within the limits, terms and methods established by the applicable, national legislation.

10.2 As a rule and unless otherwise provided by national legislation, any sub-contract is limited to a maximum of 30% of the Contract's value and only one tier of sub-contracting is permitted.

10.3 Unless the Contractor provides otherwise, any sub-contracting to third parties carried out for the purpose of performing contractual obligations neither waives nor limits the obligations and liabilities that the Contractor assumes under the Contract and the Contractor shall remain liable to Enel for its performance in full.

10.4 Unless the Contract provides otherwise, the Contractor shall not transfer any of its rights and credits under the Contract, in part or in full, to third parties.

## **11 CONTRACT ASSIGNMENT AND OUTSOURCING**

11.1 In accordance with each specific case, all Contractor agreements or activity with third parties participating in the execution of the Contract will be considered Contract outsourcing.

11.2 Any Contractor agreements to transfer to third parties rights and obligations under the Contract will be authorized under assignment, provided that transfer can only be performed if previously authorized by Enel, as stated in the terms of the Contract and due to Contract Documentation.

11.3 Under no circumstances the existence of a contractual relationship of any kind between subcontractors or assignees and Enel will be regarded, being the Contractor always responsible for all activities of such subcontractors or assignees, as well as the fulfilment of contractual, legal and tax obligations arising from their work; as well as for damages caused to Enel by any third parties or assignees, their agents, advisors or workers.

11.4 Enel will not be responsible to any subcontractor or assignee, or the people thereof, for any direct or indirect resulting claim from the Contract, whereby the Contractor agrees and undertakes before the Enel the due responsibility and power in order to avoid formulation and/or processing of such claims. Consequently, the Contractor will report to Enel, which will be totally free before any action, judicial or extra-judicial, or procedures aimed against Enel by any subcontractor or assignee, or their staff. The aforementioned exemption will cover both the value that Enel may have to pay, as well as the expenses and costs of any nature in which Enel may incur as a result of such claim. Failure by the Contractor as to this item will be considered a serious contractual breach and will give Enel the right to terminate the Contract for Contractor non-compliance, regardless of any other appropriate legal action.

11.5 Under no circumstances solidarity or subsidiarity are to be claimed, not of any nature, between Enel and the Contractor, its subcontractors or assignees, or between Enel and employees or representatives of the Contractor, its subcontractors or assignees, with respect to execution of the Contract.

11.6 In the case of contract assignment or subcontract, the Contractor agrees and bears responsibility for obtaining the prior acceptance, by the third parties, of obligations with Enel which arise from all contractual, legal, labour, confidentiality and security conditions set forth, being it indispensable to present the related supporting documentation.

11.7 Enel reserves the right to reject subcontractors or assignees that during the progress of work are deemed not appropriate to be maintained, in disregard of any compensation towards the Contractor.

## **12 ASSIGNMENT OF RIGHTS AND CREDITS**

12.1 Enel may, under the only requirement of notifying the Contractor, assign its collection rights or payment obligations under the Contract, in favour of any affiliated Enel company.

12.2 Unless otherwise provided in the Contract, the Contractor shall not assign or transfer, in whole or in part, the rights or credit arising from the Contract to third parties, or carry out any other activities which result in any changes, for any reason, to all or part of the above-mentioned rights or credit.

## **13 WARRANTIES**

13.1 The warranty period of the contracted Services extends throughout the period of time defined in the Contract, and in case of lack of such period of time, during 1 (one) year from the date of the delivery of the Services/products by Contractor to Enel. If not provided in the Contract, the referred warranty period (1 year) shall commence from the "agreed" of Enel to the delivery of Services or from the notice of completion of the contracted Services and delivery of documentation to Enel, by the Contractor for the processing of the administrative consent to activate the Services, if applicable.

13.2 If the warranty period expires before six (6) months from the commissioning of the main Enel plant, for which the Contract is intended or of which the Contract is object, the Warranty Period will be automatically extended until such six (6) months are elapsed, except when materials or equipment provided by the Contractor have undergone repair or replacement, and in this case will be guaranteed by the time equal to the initial warranty period. It should not represent higher costs for Enel.

13.3 When the final warranty period expires, being the final receipt ready, Enel may, for its sole benefit, directly or through third parties, modify or freely change the materials or equipment of the Contract, or the buildings or mounted installations, including when they are under licensing, patents or other forms of industrial property in favour of the Contractor, preserving in any case the duty of confidentiality.

## **14 ECONOMIC WARRANTY**



14.1 The Contractor shall provide, prior to the execution of the Contract, a financial guarantee on behalf of Enel, in a value equal to ten percent (10%) of the total sum of the work or Services, or, at Enel's discretion, equivalent to one (1) monthly invoice, in the modality of Letter of Guarantee (bank guarantee), with the following wording: "In order to ensure accurate, complete and appropriate fulfilment of the Contract.

14.2 Enel, at its sole discretion, may choose to replace the Contract financial guarantee by a ten percent (10%) withholding of each invoice until completing ten percent (10%) of the contracted work or Services amount. Such withholding aims to ensure accurate and perfect fulfilment of all obligations undertaken under the Contract or under any other contract executed between Enel and the Contractor, or among the Contractor and any other Enel's Group Companies, or among Enel and any other Contractor's Economic Group, and shall be returned by Enel upon formal request of the Contractor, provided that all contractual obligations are met, including the one regarding item 19.10 above, in case of any legal claim in course at the time of termination of the Contract, net of any contractual penalties that may be applicable. The guarantee value to be reimbursed shall be added to any profits from financial investments, under conservative risk profile, performed by Enel, net of withholding taxes that may be levied on financial revenues and investments, pursuant to the legislation in force, as well as contractual any applicable contractual penalties, pursuant to the provisions of the legislation and the Contract.

14.3 Alternatively, Enel may, at its sole discretion and at any time, contract an external guarantee custody service, transferring any amounts withheld for the creation of guarantees to a custody agent of renowned competence, who shall invest such resources on behalf of the Contractor in the financial market, using a financial instrument commonly used in the market, with a conservative risk profile and standardized to all Enel's Contractors. Updated balances of the guarantee shall remain constrained by the custody agent until Enel informs its release conditions. The guarantee shall be returned net of all applicable taxes to the type of financial investment used by the custody agent, and of any applicable contractual penalties, pursuant to the provisions of the legislation, provided that all contractual obligations are met.

14.4 In the event of any use of any guarantee external custody alternative as indicated under the previous sub-item, profitability of the financial investment performed by the custody agent, under its sole responsibility, may be different from the profitability obtained so far from financial investments directly performed by Enel, and the Contractor shall not be entitled, in any of these cases, to seek financial differences from Enel due to any profitability variation or any financial losses that may occur due to the management of the custody agent or financial investment managers performed to update the guarantee value, under the terms of this clause.

14.5 The cost undertaken by Enel to Contract the external guarantee custody service shall be transferred, prorated, to the Contractor, in the form of discounts to invoices payments or in the form of deduction of the value equivalent to this proportional cost from guarantee balances already established, without this deduction implying any reduction to Enel's obligation to constitute the full amount of the guarantee as provided for hereunder.

14.6 The bank guarantee to be provided shall be from a top-notch financial institution with risk rating updated by, at least, two first class rating agencies (Standard and Poor's, Moody's and/or Fitch), with rating equivalent to or higher than AA under national scale, containing a text informing that the guarantor shall waive the benefits set forth under articles 827 and 828, I, 835, 836, 837, 838, I and III, of the Brazilian Civil Code, and 794 of the Brazilian Code of Civil Procedure, the full contents of which shall be previously approved by Enel, with values and terms agreed upon, as set forth under the Contract.

14.7 The financial guarantee constituted by the Contractor shall be effective as soon as the Contract is in force, including if any contractual obligations are pending, and shall be returned upon written request by the Contractor, and only after Enel discounts or withholds any value payable in virtue of the Contract.

14.8 The financial guarantee to be offered by the Contractor may, after prior approval by Enel, be replaced with a Guarantee Insurance. This policy shall be issued by a first class insurance company previously approved by Enel, with activities in Brazil, ruled by the standards of the Private Insurance Superintendence (Superintendência de Seguros Privados – SUSEP), provided that it follows the model, wording and coverage previously established by Enel, with the following subject matter: "*The issuing of this Insurance Policy shall guarantee the accurate, complete and appropriate fulfilment of Contract nº xxxx, and the relevant charges and liabilities, including any labour and social security liability, fines and penalties, throughout the validity term thereof and up to the accurate and full compliance therewith*". The policy shall be previously approved by Enel and signature thereof shall be presented before the effective date of the Contract.

## **15 LEGAL AND LABOUR OBLIGATIONS**

15.1 The Contract object Services will be provided with full responsibility, technical and operational independence, without exclusivity and/or economic monodependence between Enel and the Contractor and without any kind of subordination and/or personhood between Enel and the employees and/or Contractor service providers.

15.2 The hiring will not, in any case, create labour bonds between Enel and employees, representatives or subcontractors of the Contractor, that may be designated to perform the object of the Contract in the premises of Enel; therefore such employees, representatives or subcontractors will continue hierarchically and functionally subordinate to the Contractor, which must be solely responsible for payment of wages, labour costs and social security, taxes and other costs that arise related to such employees.

15.3 The Contractor must perform the Services respecting applicable laws and regulations on labour relations, safety and hygiene, respecting the specific recommendations in this regard are made by Enel and must, including guide and supervise their representatives and/or employees regarding compliance with such legislation or regulations, under penalty of suspension of work and/or termination of the Contract with no cost deemed to Enel.

15.4 The Contractor must comply with all contractual clauses in conventions or Collective Class or Union agreements and take full responsibility for the costs arising from the provision of Services as well as social security contributions, labour and tax (INSS, FGTS, PIS, ICMS, ISS etc.), related to Services and equipment, making their proofs available whenever requested.

15.5 The Contractor must provide an agent to manage the Services under the Contract, guide the team on all the set guidelines and perform intermediation with an Enel official (agent) which is indicated for monitoring the implementation of Services.

15.6 The Contractor's agent must be provided with Agent Letter, signed by the responsible Provider present in the Social Contract

thereof, authorized to represent the Contractor before Enel.

15.7 The Contractor's agent must have no employment contract with Enel, and their function must only be to give necessary information for the proper performance of contracted Services.

15.8 The agent of Enel will under no circumstances be required to control the activities provided for the execution of the contracted Services, having no relationship with any employee of the Contractor, who will be under the exclusive management of the Contractor.

15.9 In case a lawsuit of any kind is started against Enel, by the Contractor's liability, or a starts because of an act or omission by the Contractor or its subcontractors, Enel will be granted the right to withhold outstanding payments or existing guarantees, an amount equivalent to what is being claimed, including shares of social insurance and income tax, and must return them to the Contractor, with the necessary corrections after sentence with no appeal possibility, to declare the dismissal of fact or exclusion of Enel's list of the defendants. In this case, the Contractor will also reimburse Enel for the amount of hours spent by its lawyers, especially in the preparation of petitions and transport to courts, and those of their representatives, in addition to the judicial and administrative expenses and the cost incurred to produce evidence, serving basis for compensation agreed to be paid the lawyer and the representative of Enel, except in cases of absence or loss of procedural deadlines by Enel, with no loss or any compensation action.

15.10 It will be the sole responsibility of the Contractor to pay for expenses related to the hiring of its employees, contractors and/or subcontractors, including and not limited to the following: salaries, side benefits, vacation, extraordinary payments, accident insurance at work, contributions and/or expenses due to social security, the FGTS (Guarantee Fund for Employees) and PIS (Social Integration Program), withholding income taxes and any other labour, contribution or tax expenses, being Enel free of all liability for any accidents in the supply of materials and/or equipment, labour claims and/or contributory performances, including those on behalf of Enel, as it comes to different companies and there is no employment contract or employment relationship between Enel and the employees, agents and/or subcontractors of the Contractor, as stated above.

15.11 Regarding the Contractor's obligations regarding labour law, for the full duration of the Contract, the Contractor shall:

- employ staff with the appropriate qualifications and certifications for the activities to be carried out, as required by national legislation;
- provide its Services in full compliance with the Contract, as well as in compliance with the applicable legal, regulatory and technical provisions set forth by the competent authorities and in force at any time during the Contract's term, and with any additional provision that could affect the Contract. The Contractor takes direct responsibility for all these obligations and the related costs;
- use staff who are compliant with the legislation in force, paying them the remuneration due to its own employees and paying all applicable legally-required taxes and insurance, pension and welfare contributions in compliance with collective labour agreements.

15.12 In the event that the Contractor fails to comply with any of the aforementioned obligations, Enel reserves the right to terminate the Contract with immediate effect.

## **16 INTELLECTUAL PROPERTY**

16.1 The Contractor shall warrant to Enel that the use of the Software and Services does not infringe any Intellectual Property Rights of any third party. The Contractor will, at its sole expense, defend Enel against any claim and indemnify Enel from and against any damages, settlements, liabilities, costs and expenses (including but not limited to reasonable attorney fees), both judicial and extrajudicial, ("Claim") as a result of the use of the Software and Services (in the form delivered to Enel by the Contractor) infringing any Intellectual Property Rights of any third party, provided that Enel:

- gives prompt notice of the Claim to the Contractor;
- grants sole control of the defence and settlement of the Claim to the Contractor (except that (i) Enel's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to Enel, and (ii) the Contractor agrees to associate Enel with the defence of the Claim); and
- provides reasonable cooperation to the Contractor and, at the Contractor's request and expense, assistance in the defence or settlement of the Claim.

16.2 The Parties agree that, with regard to any of Enel's products, samples or technical specifications that it may handover to the Contractor for the purpose of the Contract, the Contractor shall: (i) not, in part or in full, copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble or subject to any reverse engineering operations in any way (or, in any event, attempt to extract the source code from) any of Enel's products, samples or technical specifications, and (ii) guarantees that authorised subjects involved or potentially involved in the Contract's performance on behalf of the Contractor shall also respect these restrictions.

16.3 The Contractor is responsible for obtaining concessions, permits and authorizations required by the holders of patents, models and related trademarks, as well as intellectual property rights. The Contractor shall be responsible for payment of any royalties or fees due on this basis.

16.4 In the case of supply contracts, if, as a result of a dispute by the owners or concessionaires of the rights referred to in this clause, Enel is obliged to totally or partially modify the materials to be supplied under the Contract, they must be modified as soon as possible at the Contractor's expense, without this resulting in a deterioration of the quality of the supply, operating characteristics or warranties. If the above occurs, a new process for the approval of prototypes shall be carried out, where this is prescribed for the type of supply in question and before the materials are supplied.

## **17 CONFIDENTIALITY**



17.1 Any information that the Parties make available (orally, in writing, electronically or by any other method) for the purpose of and/or during the Contract term, as well as documents, information, know-how (irrespective of the method by which they are collected, obtained or processed in relation to the Contract) may be used solely within the scope of performing the Contract and are considered confidential.

17.2 The publication or disclosure without the other Party's express prior written consent is forbidden, except in cases in which the disclosing Party is legally obliged to do so, when it is requested by a public authority or where refusal to do so would be illegal.

17.3 The Parties shall guarantee that no confidential information is divulged during the Contract's performance and for a period of five/three (5/3) years subsequent to its end, except where this is necessary for the Contract's performance or if required by law or requested by a public authority.

17.4 In the event of a confidentiality breach each Party may decide to terminate the Contract in addition to proposing action aimed at obtaining compensation for any damages sustained.

17.5 At any time, upon the other Party's request, each Party shall return or destroy, or request that its Representatives return or destroy, all copies of confidential information that is in written or any other format and is in the Party's or its Representatives' possession. In addition, the Party shall commit, as far as reasonably possible, or to ask its Representatives to commit, as far as reasonably possible, to return or destroy any related data stored in electronic format and shall confirm its destruction to the other within fifteen (15) days of such a request.

17.6 Each Party takes note and accepts that confidential information remains exclusive property of the disclosing party and its Representatives. Unless expressly stated otherwise in writing, none of the provisions of the Contract may be considered as aimed at securing or granting a license, either implicitly or explicitly, nor do they in any other way relate to the divulging Party's related intellectual property; to give an example that is by no means to be deemed as exhaustive, this includes the divulging Party's rights to patents, author's rights, inventions, discoveries or improvements, either conceived or acquired, either before or after the Contract's performance.

## **18 PROCESSING PERSONAL DATA**

18.1 For the purposes of personal data management and protection in effect law, and for the Contract specific purposes shall be applied the following provisions:

- "**CLIENT**" natural person, the addressee or related to of the Services provided by the **CONTRACTOR**, arisen from the Contract, identified or identifiable by its respective client code or any other data that may identify him, considered as, including, but not limited to, Brazilian Corporate Taxpayers' Registry (CNPJ/MF), civil identification document number (personal data), among others.
- "**CONTROLLER**" is any person or legal entity, in public or private law, that determines purposes and means of processing of personal data (art. 4 (8) of the European Regulation No 679/2016 - General Data Protection Regulation (**GDPR**), and, art. 5, VI Item of Law No. 13.709/18 of the General Data Protection Law (**LGPD**) in Brazil).
- "**PERSONAL DATA**" means data related to identified or identifiable natural person, including identifying numbers, location data or electronic identifiers, when related to a person. (Art. 4 (1) of **GDPR**, and art. 5, paragraph I of the **LGPD**).
- "**PROCESSOR**" is any person or legal entity, in public or private law, who carries out the processing of personal data on behalf of the **CONTROLLER** (art. 4 (8) of **GDPR**, and art. 5, paragraph VII, of the **LGPD**).

18.2 For the purposes of the Contract, all definitions relating to the personal data referred to herein shall be expressly referred to and construed in accordance with GDPR and any other Legislation related to data protection, including but not limited to all Brazilian legislation and/or regulations related to the collection, storage, use, custody and filing systems, currently in force, especially those in force, including but not limited to: art. 5, sections X, XI, XII and XIV of the Brazilian Federal Constitution), art. 21 of the Brazilian Civil code, arts. 43 and 44 of the Brazilian Consumer's code, as well as the Decree 7.963/13, Brazilian Civil Rights Framework for the Internet (Law 12.965/14), Decree 8.771/16 and Law 9.472/97, and in particular, LGDP, when it come into force.

18.3 The parties acknowledge that **PERSONAL DATA** may be reciprocally collected as a result of the execution of the Contract subject matter and that such data be treated strictly to ensure the execution of the Contract or to attend the obligations required by all data protections law provisions. **PERSONAL DATA** will be treated automatically or by manual way and will be stored for the term of the Contract and, after its termination, for a period that shall not exceed the applicable law deadlines.

18.4 It is hereby agreed that:

- a. obtaining all **PERSONAL DATA** necessary for the purpose related to the signature and execution of the Contract is an essential prerequisite for the existence of the Contract itself;
- b. The **PERSONAL DATA** collected and processed shall be communicated to each Controller company responsible for those Personal Data, which is under common control or direction of Enel SpA and shall not be communicated and/or disclosed to third parties who are not expressly permitted by the applicable law and expressly nominated in the Contract. **PERSONAL DATA** obtained or processed may also be communicated to third-party companies indicated by the **CONTROLLER** and to the **PROCESSORS**;
- c. The **CONTROLLER** is the Enel Company, in the person of his legal representative.
- d. The **CONTRACTING** shall indicate, where applicable, the **DATA PROTECTION OFFICER (DPO)**, which will be duly informed.

18.5 From the date of the Contract signature until its ends or termination, the **CONTRACTOR**, as the **CONTROLLER**, indicates the **CONTRACTOR**, who accepts its indication, as the **PROCESSOR**, in accordance with art. 28 of GDPR, and art. 5, paragraph VII, of LGPD.

18.6 The **PROCESSOR/CONTRACTOR** secures that it will perform the aforementioned operations, in accordance with the obligations imposed by the aforementioned laws, and will follow the instructions issued by the **CONTROLLER/CONTRACTING** who shall monitor the conformity of the instructions on time.

18.7 **PROCESSOR**' shall comply with following obligations:

- a. Treat **PERSONAL DATA** only under expressly written instructions of the **CONTROLLER/CONTRACTING**, specifying the type and categories of the data;
- b. Ensure that persons authorized to treat **PERSONAL DATA** shall ensure that the confidentiality of the information and data

obtained by reason or in connection with the execution of the Contract is maintained and shall not disseminate or share such information and data with third parties except those expressly authorized to do so and the cases expressly authorized by law;

c. Ensure that the authorized people treat the data in accordance with the relevant legal requirements and with any and all instructions provided by the CONTROLLER/CONTRACTING. The CONTROLLER/CONTRACTING reserves the right require the PROCESSOR/CONTRACTOR the list of persons authorized to treat the data;

d. Take all related safety measures in Art. 32 of GDPR and Art. 6, paragraph VII and Art. 46 of LGPD, as well as any other preventive measures which, based on experience, may avoid the processing of data without consent or without meeting any other legal requirements set out in GDPR or LGPD or, against the purpose for which the data were processed. It shall also cooperate in the implementation of the measures mentioned in this paragraph, notifying and disseminating any violation of PERSONAL DATA (personal data breach) according to the Contract or in this Section, as well as evaluating the impact on data protection, as well as ensuring the confidentiality and minimizing the risks of accidental loss or destruction of the data;

e. Do not involve any other PROCESSOR/CONTRACTOR without the prior written authorization of the CONTROLLER/CONTRACTING;

f. Provide the CONTROLLER/CONTRACTOR a list of locations, annually updated, where the PERSONAL DATA, object of the Contract will be held or storage;

g. Do not retain or transfer data to a foreign country or international organization outside Brazil or the European Union without the prior authorization of the CONTROLLER/CONTRACTING, unless required by Brazilian Law or European Union law or the local law to which the PROCESSOR/CONTRACTOR is binding. In this case, the PROCESSOR/CONTRACTOR must previously notify the CONTROLLER/CONTRACTING of the legal requirement, except when the law itself prohibits such notification on grounds of relevant public interest issues;

h. Advise the CONTROLLER/CONTRACTING in the implementation of appropriate technical and organizational measures, to the extent that it will be possible to fulfil the obligations of the CONTROLLER/CONTRACTING in providing clarifications and answering requests received Data Owners when exercising their rights;

i. Assist the CONTROLLER/CONTRACTING to ensure the obligations will be in order to the articles 32 to 36 of the GDPR and in articles 46 to 49 of the LGPD, taking into account the nature of the treatment and the information available to the PROCESSOR/CONTRACTOR;

j. Maintain a file of the treatment activities carried out for the benefit of the CONTROLLER/CONTRACTOR, in accordance with art. 30 of the GDPR and Art. 37 of the LGPD;

k. As soon as requested by the CONTROLLER/CONTRACTOR, discard or return all PERSONAL DATA, at CONTROLLER/Enel sole discretion, after the period of rendering the Services related to the treatment, discarding the existing copies, all within 15 (fifteen) calendar days, counted from the end date of the Services, except in cases where, by legal requirement, requires the maintenance and storage of the PERSONAL DATA;

l. Assist the CONTROLLER/CONTRACTING in the obligations of consultations under the GDPR and LGPD. The PROCESSOR/CONTRACTOR must notify the CONTROLLER/CONTRACTING of any data breach, immediately without undue delay, within 24 (twenty-four) hours after the event's knowledge;

m. Guarantee the data subjects made available by the CONTROLLER/CONTRACTING, when collected during the execution of the Contract, the exercise of the rights established in articles 17 to 21 of the LGPD e Capítulo III do GDPR, without prejudice to the guarantee of other rights established in the aforementioned laws.

n. Notify the CONTROLLER/CONTRACTING within 24 (twenty-four) hours counted from the receipt of the request of the owner data regarding the exercise of the rights in accordance to the articles 17 to 21 of the LGPD;

o. Notify the CONTROLLER/CONTRACTING, within 24 (twenty-four) hours counted from the event, about any data breach or compromise of its databases related to the Contract, as well as about any breach of the law of privacy and protection of PERSONAL DATA that have awareness regarding the data in your custody, including accidental or unlawful breach. The notification must contain at least the following information:

- (i) Description of the nature of the PERSONAL DATA (data breach event), including, when is possible, the categories and approximate number of data subjects in question, as well as the categories and approximate number of related PERSONAL DATA files;
- (ii) Communication of the name of the DPO or other contact responsible for providing more information about the incident;
- (iii) Description of the probable consequences of the violating of those PERSONAL DATA;
- (iv) Description of the measures taken or proposals to be taken by the CONTROLLER/CONTRACTING to deal with PERSONAL DATA violations, including, when appropriate, measures to mitigate possible adverse effects;

p. Assure that will adopt, in the processing of data provided by Enel, the technical and organizational measures necessary and required by the applicable law, as well as those agreed in the Contract, with the aim of guarantee the PERSONAL DATA security and prevent its alteration, loss, treatment or unauthorized access, arising from human action, or of physical or natural means, and must also consider the state of the technology, the nature of the data stored and the risks to which these are exposed. The measures shall cover, for purposes of clarification, hardware, Software, recovery procedures, backups and information extracted from PERSONAL DATA shown on the screen or in printed format.

18.8 The indication of the PROCESSOR/CONTRACTOR shall be automatically repealed at the end of the term or in termination cases, regardless of the cause. In all cases, the data protection obligations that were processed during the term of the Contract will remain in force, remaining accountable and liable the PROCESSOR/CONTRACTOR for all cases of improper use of the data or leakage thereof, in accordance with item I of art. 22 of the LGPD.

18.9 In spite of legal provisions, if the PROCESSOR/CONTRACTOR intends to hire third parties to perform specific treatment activities pursuant to the Contract, they shall be deemed as SUB PROCESSORS under the GDPR rules, in accordance with the Art. 28 (4).

18.10 The SUB PROCESSOR shall have the same obligations assigned to the PROCESSOR/CONTRACTOR under the Contract.

18.11 The PROCESSOR/CONTRACTOR shall ensure that the SUBPROCESSORS will treat the data in Member States of the

European Union, in countries or international bodies which provide a degree of protection of PERSONAL DATA appropriate to those provided for in GDPR or LGPD and/or recognized as such by the European Commission or by ANPD in Brazil (Autoridade Nacional de Proteção de Dados) by the time of signing the Contract and throughout its duration.

18.12 If SUBPROCESSORS intend to treat PERSONAL DATA in countries whose level of protection of personal data is not appropriate to that established in GDPR or LGPD and/or has not been expressly recognized by the European Commission, the PROCESSOR/CONTRACTOR must ensure that SUBPROCESSORS sign the standard contractual clauses in force at the moment of signature of the Contract, as defined by the European Commission, or attend one of the hypotheses listed in art. 33 of the LGPD.

18.13 For this specific purpose, the CONTROLLER/CONTRACTING appoint and constitute the PROCESSOR/CONTRACTOR, established in the European Union or in a country with a recognized level of data protection, for the specific purposes of, in its name and benefit, provide the Signature the above mentioned clauses which, must be sent to the CONTROLLER/CONTRACTING whenever requested.

18.14 The PARTIES agree that any material or immaterial damage resulting from the breach of the customer's PERSONAL DATA protection rules will be indemnify, being PROCESSOR/CONTRACTOR responsible in any event, any damage caused by the processing of Data in breach of the Contract or caused by failures as to the instructions received from the CONTROLLER/CONTRACTING.

18.15 If the CONTROLLER/CONTRACTING suffers any damage or loss as a result of the proven breach of the Contract PERSONAL DATA protection clauses of arisen from the breach of data protection obligations, occasioned by action or omission by the PROCESSOR/CONTRACTOR, or by a third party contracted by it, the PROCESSOR/CONTRACTOR shall be obliged to indemnify any damages, loss of profits to the CONTROLLER/CONTRACTING under the Contract terms, including any judicial, administrative, and attorneys' fees.

18.16 The PROCESSOR/CONTRACTOR shall promote the definitive exclusion of any PERSONAL DATA transmitted to it under the Contract terms by request of the CONTROLLER/CONTRACTING or at the end of the Contract.

## **19 VENDOR RATING**

19.1 Enel has set up a vendor rating system in order to assess and constantly monitor the performances of its Contractors.

19.2 The vendor rating may be applied to all the companies that work with Enel.

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

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

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

## **20 CODE OF ETHICAL CONDUCT**

### **20.1 General details**

20.1.1 The Enel Group, when conducting its business and managing its relationships refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption and in the Human Rights Policy.

20.1.2 The Contractor, when conducting its own business and managing its relationships with third parties, refers to equivalent principles.

20.1.3 The Contractor states that it acknowledges the pledges made by Enel in the Code of Ethics and states that it shall strive to comply with the legal obligations regarding the prevention of child labour and the protection of women; equal treatment, the prohibition of discrimination, abuse and harassment; freedom to join a union, the freedom of association and representation, forced labour, environmental safety and protection, health and hygiene conditions and the compliance with the terms and conditions of the laws in force regarding remuneration, contributions, insurances, tax, all with reference to all the workers engaged in any capacity in the execution of the Contract. It is fully understood that the ILO Conventions shall be applicable, or the laws in force in the country where the activities need to be carried out wherever the latter are more restrictive.

20.1.4 In this area, Enel reserves the right to carry out any control and monitoring activity geared around verifying whether the above-mentioned duties have been fulfilled, both on the part of the Contractor and also on that of any of its Subcontractors or other parties that may be appointed by the same for the execution of the Contract, and to terminate the same immediately should proof that the above-mentioned duties have been breached come to light.

20.1.5 Enel complies with the Global Compact and that, in compliance with the tenth principle of the same, it intends to pursue its commitment in the struggle against all forms of corruption. Therefore, Enel prohibits the use of any kind of promise, offer or request for unlawful payment, in cash or other utility, for the purpose of furthering its relationships with its stakeholders, and this prohibition is extended to all its employees. The Contractor states that it acknowledges the commitments undertaken by Enel and undertakes not to make any promises, offers or requests for unlawful payment during the execution of the Contract in the interest of Enel and/or to the benefit of its employees.

20.1.6 In case of breach of one of these duties, Enel reserves the right to terminate the Contract and to request compensation for the damage from the Contractor.

20.1.7 The documents listed below constitute the set of Enel's Ethical standards, hereinafter "Ethical Code". These documents, as well as their respective updates are available at [www.enel.com.br](http://www.enel.com.br), under item "suppliers", sub-item "documents", and shall be complied with the Contract terms, as if their texts were under the Contract:

- a. Global Compliance Program of Enel Group;
- b. Enel Ethical Code;

- c. Commitment of Sustainability;
- d. Corruption Zero Tolerance Plan;
- e. General Principles for Judicial Risks Prevention;
- f. Performance Protocol when Dealing with Civil Servants and Public Authorities.

20.1.8 Contractor states to access the content of documents mentioned in the main section of this clause, which are made available at the Contract execution, stating also the commitment also in reading and understanding them, undertaking to meet and respect them, as well as their future updates.

20.1.9 In case of questions and conflicts between the Contractor's Ethical Standards and the Ethical Code, provided that it has been presented to Enel, the strictest provision among them shall always prevail.

20.1.10 In case the Contractor has no access to the Internet, fails to locate, or finds any difficulty to access some of the attachment mentioned in this clause and its sub-clauses, it shall contact the person appointed by Enel in order to receive those attachments through electronic media or printed media (physical media).

20.1.11 Failure to request any attachment, according to the clause above, shall be constructed as clear knowledge and acceptance of such document terms by the Contractor.

20.1.12 Enel and the Contractor represent that will do their best to fight any form of corruption, endeavouring to combat any form of corruption, whether under or outside of the Contract – at all sites where the Services are carried out –, including, but not limited to, extortion, acceptance of bribes, promises, offers, gifts, favours and/or treats, with the purpose of obtaining any kind of advantages, whether in a Private or Public Administration scope, and undertake to respect the terms under General Remarks above, as well as the guiding principles of the Brazilian Anti-corruption Law (Law nº 12,846 of August 1st, 2013, as well as subsequent amendments or equivalent laws and regulations that may replace it -hereinafter, jointly referred to as Anti-corruption Law).

20.1.13 Failure by the Contractor to comply with the terms here, including but not limited to, any failure to comply with the principles of Brazilian Anti-corruption Law and/or practices prohibited by this Law, as well as of the Ethical Standards, shall subject the Contractor, in addition to contractual penalties, to immediate termination of the Contract, at Enel's sole discretion.

20.1.14 Any failure to comply with the Ethical Standards and/or Anti-Corruption Law, in any of its aspects, or the practice by the Contractor, or by any of its employees, directors, correspondents, consultants and subcontractors, who are engaged, in whole or in part, in the performance of the Services, of any conduct that, whether by action or omission, may cause any risk to the reputation and/or image of Enel and/or its affiliates, or that is capable of reducing and/or compromising Enel's trust in the honour, integrity and credibility of the Contractor for the performance of the Contract, at the sole discretion of Enel without prejudice to the application of any contractual penalties, shall give rise to the immediate termination in accordance with the provision of Article 474 of Brazilian Civil Code.

20.1.15 If the Contractor becomes aware of the acts that characterize non-compliance to the provisions of this clause above must, in addition to seeking all appropriate legal action to correct such acts, inform the Contractor about such, through the following channels: sending e-mail to Enel Ethical Channel (<https://www.ethicspoint.com/>) or sending a letter to the following Internal Audit address – Praça Leoni Ramos, nº 1, block 2 – 5th floor – São Domingos, Niterói/RJ.

## 20.2 Conflicts of interest

20.2.1 During the execution of the Contract, the Contractor undertakes to have exclusive regard for the interests of Enel, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

20.2.2 For the entire duration of the Contract, the Contractor undertakes to behave in a way designed to avoid conflicts of interest from arising. Whenever this should result in a situation that could generate any conflict of interest – subject to the right of Enel to terminate the relationship – the Contractor undertakes to promptly give written notice to Enel and comply with the reasonable instructions of the latter, which will be dictated upon consultation and assessment of the justifiably represented needs of the Contractor.

20.2.3 The Contractor (if an individual), with the signing of the Contract, states:

1. That does not occupy, within the companies of the Enel group, senior management functions (director, senior manager with strategic responsibilities), employee of the company or auditor of the Enel Group;
2. That has not, within the companies of the Enel group, family / relatives to the second degree / spouse not legally separated / partners / husband or children of their partner / that are linked by them and have consanguinity or affinity;
3. That has not occupied or occupies, both the Contractor and their family members (not separated spouse or first degree relatives) in the last 24 months, positions in government or in Entities of public services that have been directly related to activities carried out by any of the companies of the Enel group (granting concessions, control activities etc.).

20.2.4 The Contractor (if a legal person<sup>1</sup>), with the signing of the Contract, states:

20.2.5 That as a result of the knowledge of the corporate structure, no person belonging to the management bodies, management and control (including companies with participation share):

- a. is a member of senior management or the board of directors or of the Audit Committee or executive with key responsibility in the societies of the Enel group, nor is any of their relatives to the second degree, spouse, partner, child of a spouse or partner or dependent person (by blood or marriage) of the said members.
- b. is employed in some of the companies of the Enel group, and neither is relative to the second degree, spouse, partner, child of a spouse or partner or dependent person (by blood or marriage) of the said employee.
- c. occupies or has occupied, both the person and their family members (not separated spouse or first degree relatives) in the last 24 months, positions in government or in Entities of public services directly related to activities carried out by any the companies of the Enel group (granting concessions, control activities etc.).

20.2.6 The Contractor commits to inform the Enel any changes that may occur later and in the active condition of Contractor, regarding the declared information before the Contract subscription.

<sup>1</sup> The public companies, the entities listed in the stock market, banks and companies controlled by them are not linked to this statement



### 20.3 Company health and safety clause

20.3.1 At Enel, protecting not only the health and safety but also the psychological and physical integrity of people is not only a legal duty but also a moral responsibility towards its own employees and those of its contractors.

20.3.2 The objective that Enel hopes to fulfil is a "Zero Accident" workplace. In Enel no work can be performed in a way that might compromise safety. This is why, as established in the Stop Work Policy, any risky situation or unsafe behaviours must cause the works to be suspended and safe conditions restored.

20.3.3 Enel strives constantly and diligently to consolidate the culture of health and safety, by promoting a closer focus on and awareness of the risks and by encouraging those who work for us and with us to behave responsibly.

20.3.4 The Statement of Commitment to the Health and Safety Policy "Stop Work" can be viewed online at the following address: <http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>

20.3.5 The Contractors, when undertaking their activities as an enterprise, shall conduct its in line with these principles.

### 20.4 Code of Ethics of the Contractor

20.4.1 Alternatively, should the contractor have its own Code of Ethics and its own policies against corruption and on the respect for Human Rights, Enel can acknowledge at its sole discretion, such documents as long as according to the Contractor they refer to principles deemed similar to those established in the same documents of Enel.

## 21 GLOBAL PACT

21.1 The Contractor undertakes to adopt and fully comply with the Principles of the Global Pact, gearing all its activities, performed by its own staff or by subcontractors, to complying with the above-mentioned Principles.

21.2 The Principles of the Global Pact are as follows:

#### A) HUMAN RIGHTS.

**One:** Businesses must support and respect the protection of internationally proclaimed human rights in their own fields.

**Two:** Businesses must make sure that they are not complicit in human rights abuses.

#### B) LABOUR.

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

**Four:** Businesses must support the elimination of all forms of forced and compulsory labour.

**Five:** Businesses must support the effective abolition of child labour.

**Six:** Businesses must support the elimination of discrimination in respect of employment and occupation.

#### C) ENVIRONMENT.

**Seven:** Businesses must implement a precautionary approach to environmental challenges.

**Eight:** Businesses must support initiatives designed to promote greater environmental responsibility.

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

#### D) CORRUPTION.

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

21.3 The Contractor undertakes to adopt and fully comply with the applicable legislation in force, linked to the aforementioned Principles of the Global Pact, and commits to notifying Enel if any situation arises in which there is a failure to comply with said principles, in addition to its plan to remedy that situation.

21.4 For the full duration of the Contract, the Contractor undertakes to allowing Enel to check its compliance with the requirements set forth under this article, enabling Enel to terminate the Contract in all instances in which the Contractor or its Sub- contractors breach any one of the aforementioned principles, and where the causes are attributable to the Contractor or its Sub- contractors.

## 22 DISPUTE RESOLUTION AND JURISDICTION

22.1 In the event of any dispute or disagreement between Enel and Contractor arising out of or relating to the Contract, the parties will endeavour to resolve the dispute in accordance with this Section. Either party may invoke this Section by providing the other party a written notice to do so, including a description of the issues subject to dispute.

22.2 Each part shall appoint an authorized Senior Representative to discuss and negotiate, in good faith, any dispute connected or in relation to the Contract. The Parties agree that no formal judicial or arbitral proceedings resolution of dispute shall begin, until at least one of the Senior Representatives concludes that no agreement will be reached.

22.3 The need of any party to seek for an injunction or any other urgent measure will be the sole exception to this clause.

22.4 In case the Senior Representatives are not able to reach an agreement, the parties hereby agree to submit any dispute arising out of or in relation to the agreement to the Brazilian Courts.

22.5 The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the Contract while the parties try to resolve the dispute under this Section, promptly make good faith effort to cure the breach and pursue the cure.

## 23 GENERAL PROVISIONS

23.1 None of the conditions of the Contract must be interpreted as means to the establishment of a partnership, joint venture, or a relationship of association or trade representation between the parties, each of which is unique, fully and solely responsible for their own actions and obligations.

## **24 LICENCE TO USE**

24.1 Unless specified otherwise in the Contract, the Contractor shall grant Enel:

- a non-exclusive licence to use the Software Products and related documentation listed in the licence, according to the functions set forth in the Contract; the licence shall cover Enel Group companies (present and future); **in case of** perpetual licences the right to use the Software shall remain valid, within the terms set forth by the Contract, with no time limit, including after the natural end of the Contract;
- the Software Products that are subject of the Contract may be installed and used within all Enel Group companies (present and future) and at the headquarters of or in places of interest to the Enel Group, wherever they may be. It is understood that Enel is responsible to the Contractor for any breaches of the licence terms by any one Enel Group company;
- Unless otherwise indicated in the Contract, Enel may install and use the Software Products in any place of interest to Enel;
- The Software Products may also be used and installed in "Infrastructure as a service" (IaaS) or "Platform as a service" (PaaS) environments made available to third-party providers that Enel may select;
- Enel may allow its third-party providers to use its licences, exclusively within the limits and intentions connected to activities considered instrumental to Enel Group's business.

## **25 CLOUD SERVICES**

25.1 As long as in compliance with applicable legislation, the Cloud Services that are subject of the Contract should be used by present and future Enel Group companies.

25.2 Enel may grant access and the use of the Cloud Services that are subject of the Contract for the entire period of validity applicable to Enel Group companies; this power may also be used for companies that leave the Enel Group, in part or in full, by giving advance warning to the Contractor.

25.3 In addition, Enel may grant the use of the Cloud Services mentioned in this document to Enel Group companies' third-party providers, exclusively within the limits and intentions connected to activities considered instrumental to Enel Group's business. Any other use thereof is not permitted without prior agreement between the Parties.

25.4 The data processed within the Cloud Services may be stored/saved exclusively within Data Centres that Enel authorises and that are headquartered within the European Union.

25.5 Upon Enel's express authorization, the data and/or content that Enel enters into the Cloud Services and that are saved on suitable media within the Contractor's systems, may be saved and exchanged exclusively in and/or through centres headquartered within the European Union.

25.6 The Contractor shall not reduce its overall security measures for Cloud Services for the Contract's entire validity period and such measures shall always be compliant and up-to-date with article 32 of the GDPR and Art. 6, paragraph VII and Art. 46 of LGPD.

25.7 The Contractor shall not materially reduce the functionality currently in scope of the Contract.

25.8 All logs that the Contractor generates or saves in any way for the purpose of performing the Contract are subject to the following provisions:

- all logs collected for the purpose of fulfilling legal and/or regulatory requirements or to comply with court orders shall be held only for the minimum period required by the respective provisions and shall be made available to Enel upon request;
- the Contractor shall hold any log that is not required to be held to comply with the law but the storage of which is governed by the Contract and/or its attachments only for the period of time specified in the Contract and shall be made available to Enel upon request;
- any log that is not required to be held to comply with the law nor by the Contract and/or its attachments, but that the Contractor deems useful or necessary for carrying out its Services may only be held with Enel's authorisation; the Contractor shall only hold such logs for the period of time strictly necessary for the purposes for which it has been collected. The logs shall be made available to Enel upon request.

## **26 ENEL'S RIGHT TO AUDIT**

26.1 In addition to the audits carried out, the Contractor shall provide Enel with a copy of its compliance certification relating to its Cloud Services, including its SOC1 type II and SOC2 type II reports.

26.2 If Enel requires such certifications, for any reason, to cover dates for which reports have not yet been produced, the Contractor shall produce a "Bridge letter" guaranteeing the effectiveness of its internal controls for the Cloud Services that are subject of the Contract for the period between the last valid issue of the SOC1 and SOC2 reports and the date for which Enel is requesting the reports.

## **27 SUSPENSION**

27.1 As long as according to the applicable law and/or in case the Contract allows, or even though unless there are reasons that Enel considers justifiable, of which Enel shall be notified, whenever possible, at least 15 working days in advance, the Contractor may not suspend the Services that is subject of the Contract.

27.2 In addition to the provisions of the paragraph above, suspension of the Cloud Service shall be permitted only in cases of emergency that present proven and reasonable risks to the Cloud Service's security, including: (i) Enel's use of the Service that is not compliant with the contractual provisions and would interrupt the Cloud Service or compromise the infrastructure used to provide Services and (ii) unauthorised third-party access to the Services. In any case, the Contract shall suspend the Cloud Services in a way that keeps any interruption to the Services provided to Enel to a minimum.

27.3 Following suspension, the Contractor shall produce a report detailing the causes of the suspension and describing the remedial action(s) taken to resolve the problem.