



HEALTH, SAFETY, AND ENVIRONMENTAL TERMS

FOR U.S. OPERATIONS



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1 SCOPE

These Health, Safety, and Environmental Terms Third Edition (the “HSE Terms”) govern the Parties’ obligations in connection with health, safety, and environment matters in the relationship between Enel and its Contractors. These HSE Terms replace the previous edition published on July 29, 2021.

2 RECITALS

2.1 Contractor shall comply with, and shall cause its Subcontractors to comply with, these HSE Terms during performance of scope of Contract.

2.2 The obligations set forth in these HSE Terms shall be considered as conditions of the Contract between ENEL and Contractor. If these conditions are not met by Contractor and/or its Subcontractors, ENEL shall be entitled to damages as per Section 19 herein and all other damages permitted under applicable law.

2.3 Contractor shall use and shall cause its Subcontractors to use this information to develop suitable and sufficient Health, Safety, and Environmental documentation, identifying the Health, Safety, and Environmental measures to be implemented during the contractual activities performance and defining the relevant costs, maintaining a safe and neat facility, and promoting best practices in Health, Safety, and Environmental management. Every requirement and principle included in this document must be implemented when the specific hazard exists.

2.4 Contractor is required to comply with all Stop Work Policies and principles. In the event of a serious safety hazard, Contractor shall stop all relevant work to undertake proper and sufficient safety analysis and hazard prevention.

2.5 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety, and environment protection. Such commitment is further detailed in the “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy” that can be found at the following addresses:

<http://globalprocurement.enel.com>, in the section “Other Useful Documents”, and
<https://globalprocurement.enel.com/documents/health-and-safety-documents>, and
<https://corporate.enel.it/en/company/policy-environmental-enel>

As established in the Stop Work Policy, any risk situation or unsafe behavior may result in the suspension of work and the restoration of Health, Safety, and/or Environmental conditions.

3 DEFINITIONS AND ACRONYMS

“**Accident**” means an Incident that has given rise to injury, with absence from work of at least one day, excluding the date of the occurrence.

“**Affiliates**” means, with respect to any legal entity, that legal entity directly or indirectly controlling, controlled by or under common Control with, such other legal entity, but such legal entity shall be deemed to be an Affiliate only so long as such control exists. Control, with respect to any legal entity, means the possession, directly or indirectly, of the power to direct or cause the direction of management and/or policies of such legal 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.

“**Commuting Incident**” means a specific Incident occurring during transfer of Personnel from home to workplace and vice-versa or, when the organization allows Personnel to eat their meals outside the Work Site, during transfer to and from the place where meals are consumed.

“**Complex Work**” means a work activity involving (or performed by) more than one party (ENEL/Contractor/Subcontractor/Other Contractors) - which may or may not work simultaneously at the Work Site - or more than one working group of a single party (ENEL/Contractor/Subcontractor/Other Contractors), depending on the HS Plan and/or Environmental Plan risk assessment and according to the following (indicative and non-exhaustive):

- High number of Personnel at the Work Site;
- complexity of involved installations and/or construction sites;
- proximity of third parties within the Work Site; and
- other projects in the vicinity areas that could be impacted by the works.

“**Contract**” means the contract entered into between a Contractor and ENEL to which these HSE Terms are attached.

“**Contractor**” means natural or legal person or groups of the latter with whom ENEL signs a Contract for work and/or services and/or supplies.

“**ENEL**” means the particular entity (whether Enel S.p.A. directly or one of its Affiliates) that is a party to the Contract signed with the Contractor.

“**Environmental Event**” means the occurrence or the modification of a particular set of circumstances which has caused or could have caused an impact on the environment and / or on organization due to environmental problems.

“**Environmental Near Miss**” means an unexpected environmental event confined or ended before reaching any environmental matrix and producing any potential impact.

“**Equipment**” means any assembly of items intended to be used by Personnel with the aim of executing a specific work activity.



"First Aid" means an Incident giving rise to injury that requires a medical treatment in a medical facility or the use of a first aid kit, with return to work within the same day or to a shift the working day after. First Aids are classified by dynamic / potential damage to effectively target improvement actions to enhance occupational safety. According to the above principle, First Aids are classified as follows:

- High Potential First Aids (HPO FA): A First Aid whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other First Aids: All First Aids not classified as High Potential First Aid.

"Foreman" means a person who supervises the work and ensures the implementation of instructions issued, ensuring correct job execution by workers in compliance with health, safety and environmental regulations and company rules. This person is a nominated person in control of a work activity.

"Frequency Rate" means (number of Accidents/worked hours) x 1,000,000.

"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).

"Hazard" means a source with a potential to cause Injury and Ill Health or an Environmental Event. Hazards can include sources with the potential to cause harm or hazardous situations, or circumstances with the potential for exposure leading to Injury and Ill Health or an Environmental Event.

"Hazardous Substances" means any and all substances now or at any time subject to regulation, control, remediation or otherwise addressed under applicable Law, including Laws relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal (or arranging for the disposal), distribution, manufacture, processing, storage, treatment, transport, or other use of such substances. Hazardous Substances include, but are not limited to, chemicals, constituents, contaminants, pollutants, materials, wastes, any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures - whether solids, liquids, gases. Hazardous Substances can cause Injury and Ill Health

"HSE" means Health, Safety, and Environment.

"HSE Requirements" means documents and/or requirements (relevant to HSE) that complements this HSE Terms and contains project-specific HSE obligations, generally included in ENEL Technical Specifications and/or in a document that details Particular Conditions which is an annex to the Contract.

"HSE Terms" means the General Terms and Condition relevant to HSE, as specified in Section 1 of this document.

"Incident" means an unplanned and undesired event in which an Injury and Ill Health occurred or could have occurred. Furthermore, Incidents are classified as follows:

- Accident
- First Aid
- Near Miss.

"Injury and Ill Health" means an adverse effect on the physical, mental, or cognitive condition of a person. These adverse effects include physical, mental, or cognitive injury, occupational disease, illness, and death. The term "Injury and Ill Health" implies the presence of injury or ill health, either on their own or in combination.

"Interference" or **"Work interference"** means a work activity where different subjects (ENEL /Contractors) work at the same Work Site:

- at the same time, with a direct effect on the surrounding activities; or
- at different times, if the effects of activities performed by the subject working before affect the subject working afterwards.

"Law" means all legislation, statutes, ordinances, codes, rules, orders, decrees, judgments, injunctions, permits, licenses, authorizations of any legally constituted Governmental Authority, as the same may be amended, modified or repealed.

"Minor Accident" means an Accident due to clumsy behavior in simple acts of the injured person and with slight consequences to the injured person.

"Non Conformity" means any breach or deviation in fulfilling what is established by a Requirement.

"Parties" means jointly ENEL and Contractor/Subcontractors.

"Personnel" means any individual performing activities related to the Contract that are under the control of the Contractor or of a Subcontractor, regardless of the particular legal arrangement for such activities (i.e., whether performed by employees, individuals working as independent contractors, agents, representatives, etc.).

"PPE": means Personal Protective Equipment.

"Procurement Portal (Open Suppliers Portal)" means the website section of Enel Group Portal, dedicated to suppliers.

"Relevant Accident" means an Accident with severe damage to the injured person and/or with industrial relevance in terms of damage potential. It means all other Accidents different from Minor. Within Relevant Accidents are included **Fatal (FAT ACC)**, **Life Changing (LC ACC)**, **High Potential (HPO ACC)**, and **Other Relevant Accidents (REL ACC)**:

- **Life Changing Accident (LC ACC):**
 - A Relevant Accident whose consequences change the life of a person.
 - A Life Changing injury causes permanent damage which substantially interferes with one's activities of daily life. Generally, all injuries that result in long-term medical problems, permanent disability, shortened life expectancy, and anything that is life altering for the injured person.



- Any accident causing damages described in Table 1 shall be classified as *Life Changing*. It should be noted that Table 1 is not exhaustive and specific evaluations must be performed on a case-by-case basis according to the description provided above.

TABLE 1 – examples of Life Changing damages

Injury	Example of damage
Spinal and back damage	<ul style="list-style-type: none"> Reduction of mobility Permanent reduction of sensitivity
Paralysis	<ul style="list-style-type: none"> Any degree of paralysis
Amputations	<ul style="list-style-type: none"> Limb loss Loss of a hand / foot
Serious burns	<ul style="list-style-type: none"> Second- and third-degree burns with permanent consequences on the normal function of organs or the appearance of the injured person (social impact on the person's life)
Permanent loss or reduction of one of the senses	<ul style="list-style-type: none"> Sight loss/reduction Hearing loss/reduction Other sense loss/reduction
Brain and head injury	<ul style="list-style-type: none"> Permanent cognitive, memory or mobility problems Deformation, or permanent face scarring
Permanent damages to internal organs	<ul style="list-style-type: none"> Any permanent damage to internal organs

- Fatal Accident (FAT ACC):** A Relevant Accident that has resulted in the death of a person².
- High Potential Accident (HPO ACC):** a Relevant Accident whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Relevant Accident (REL ACC):** All Relevant accidents not classifiable as Fatal Accidents, Life Changing Accident or High Potential Accidents.

In case of a causal link between the injured person's death and the Accident, the Accident is classified as a Fatal Accident if the death occurs within 180 days from the date of the Accident.

A Safety Incident and Safety Observation is classified as a High Potential Accident if its dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.

HSE included in Table 2 is considered as a High Potential Accident. Table 2 is not either exhaustive or sufficient in itself: a specific assessment shall be made on a case-by-case basis.

TABLE 2 – Examples of dynamics for HPO Safety Incidents and Observations

Typology (type/subtype)	Dynamics descriptions
Fall from Height	Free fall through holes, fall from ladders, fall from scaffolding and temporary platforms, fall from slopes/ditches, fall from structures, cranes, etc. Fall from high into rivers, lakes, canals etc. with a difference in height of two meters.
Falling Objects	Fall of objects (equipment, material, tools or debris) with energy that can cause significant damage to a person, during lifting or movement or other activities and in general falling objects from above (even if no activities are ongoing), at or in a workplace or adjoining areas. Adjoining areas could include a public path, a road, a square or the courtyard of a home or other building next to a workplace.
Entrapment	Entrapment may be caused by hand tools, mechanisms of machines, objects, moving mechanisms, or heavy-vehicle use (rollover and unloading). Entrapment may also be caused by detachment of permanent mountings, detachment of walls/slopes, collapse of walls/slopes, collapse of trenches and galleries whose consequence could have been an amputation or worse.
Thermal Contacts	Contact with fluids or hot/cold substances or contact with sources of heat/cold or contact with hot/cold projected materials or contact with hot/cold surfaces whose energy can cause significant damage.
Chemical Agents	Contact with or exposure to chemical products harmful in type or concentration.
Explosion	Exposure to direct effects of explosions.



Electrical	Direct contact, indirect contact, electric discharging (inductive/capacitive) and electric arc.
Confined Spaces	Accidents/Incidents occurring in closed areas with low-oxygen atmosphere, with risk of unexpected movements of parts or machinery or flood by fluids, underwater works, flammable atmosphere (fire or explosion) or toxic atmosphere.
Ionizing Radiations	Exposure to any type of particle or electromagnetic wave that carries enough energy to ionize or remove electrons from an atom.

“Requirement” means a need or expectation that is stated in the Contract or is obligatory by Law.

“Safety Observation” means a behavior or situation in relation to which no Incident occurred but which could contribute to an Incident.

Safety Observations are classified by dynamic / potential damage in order to effectively target improvement actions to enhance occupational safety. According to the above principle, Safety Observations are classified as follows:

- High Potential Safety Observations (HPO SO): A Safety Observation whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Safety Observations: All Safety Observations not classified as High Potential Safety Observations.

“Safety Near Miss” means an unplanned work-related Incident that did not result in Injury and Ill Health but had the potential to do so. Near Misses are classified by dynamic / potential damage in order to effectively target improvement actions to enhance occupational safety.

According to the above principle, Near Misses are classified as follows:

- High Potential Near Misses (HPO NM): a Near Miss whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Near Misses: All Near Misses not classified as High Potential Near Miss.

“Stop Work” means an event where ENEL’s “Stop Work” policy, or an equivalent policy, has been applied.

“Subcontract” means a contract with which the Contractor entrusts the execution of contractual services to other parties.

“Subcontractor” means natural or legal person or groups of the latter with whom the Contractor signs Subcontracts for works and/or services and/or supplies executed at or in connection with a Work Site.

“SPM Index” means the Supplier Performance Management index used by ENEL Procurement.

“Supplier Qualification Process” means the ENEL procurement process, relies on qualified suppliers for works, goods and services, able to ensure adequate levels of reliability, quality, and competency (pertaining to appropriate skills, knowledge and experience).

“Supplier Qualification System” means the ENEL system for selection and evaluation of suppliers aimed to have contractors able to ensure adequate levels of reliability, quality, and competency (pertaining to appropriate skills, knowledge and experience).

“Work Site” means any temporary or permanent site, office, workplace, asset or area where work, delivery of components, equipment or material or service execution is to be, is being, or has been carried out by Contractor on behalf of ENEL.

“Worker” means Personnel.

4 LANGUAGE

4.1 The original version of these HSE Terms is in English unless differently provided in the Contract between the Parties. In case of conflicts among the original version and the translations into other languages, the original version shall prevail.

5 GENERAL OBLIGATIONS REGARDING OCCUPATIONAL LAW, HEALTH, SAFETY, AND ENVIRONMENT

5.1 CONTRACTOR HSE REPRESENTATIONS & WARRANTIES

5.1.1 Contractor represents and warrants that:

- a) the information provided by it to qualify as a supplier to ENEL and to enter into the Contract, including in particular information regarding Contractor’s HSE performance and qualifications, was true and correct when given and that no material change has rendered that information substantially incorrect or misleading; and
- b) Contractor has in place, or will timely put in place, before commencement of Contract activities, adequate management systems, procedures, and practices and adequately qualified Personnel to ensure that Contractor can fulfil its HSE obligations under the Contract.

5.2 GENERAL HSE OBLIGATIONS

5.2.1 Contractor undertakes to perform its obligations under the Contract in such a manner as to ensure a healthy and safe Work Site for its Personnel, ENEL’s Personnel and third parties and avoid damage to the environment. To this end Contractor shall:



- a) comply with applicable Law with respect to social security or workers compensation insurance, health, and safety at work and protection of the environment;
- b) comply with any applicable HSE permits related to the Work;
- c) comply with these HSE Terms, HSE Requirements, and other HSE obligations set out in the Contract;
- d) abide by good industry practice, considering the principles set out in the Policies adopted by ENEL, namely, the "Declaration of Commitment to Health and Safety", "Stop Work Policy", and "Environmental Policy" applied by ENEL and its Affiliates;
- e) cooperate with ENEL and others (other contractors, authorities, etc.), seeking continuous improvement, to ensure that health, safety, and the environment are protected to the maximum extent practicable during the performance of the Contract (e.g., participating in innovative projects on HSE risk prevention and mitigation); and
- f) timely provide information to ENEL on any issue regarding HSE that could impact, jeopardize, delay, or interfere with the Contract activities.

5.2.2 In the event of a conflict between any of the obligations of Section 5.2.1, Contractor shall perform the Contract in the manner that maximizes protection to health, safety, and the environment and may consult ENEL in the event such manner is not immediately apparent.

5.2.3 Notwithstanding ENEL's level of involvement in matters of HSE, the Contractor remains liable for any health and/or safety and/or environmental damage caused by its Personnel's or its Subcontractors' negligence, fault, or breach of Contract.

5.2.4 Notwithstanding anything to the contrary in the Contract or these HSE Terms, Contractor shall at all times be solely responsible for determining the means and methods by which Contractor, its Personnel, and its Subcontractors perform the Work, including but not limited to complying with these HSE Terms, and managing and supervising all Subcontractors and Personnel directly or indirectly employed by it. Contractor shall be solely liable for all acts, omissions, liabilities, and damages caused by its Personnel and Subcontractors.

5.3 SPECIFIC HSE OBLIGATIONS

5.3.1 Contractor shall use Personnel employed in accordance with applicable Law and shall ensure timely payment of its Personnel's remuneration and all taxes, insurance, pension, and social security contributions (or workers compensation policies) related to such Personnel, as required by Law and/or by any applicable collective bargaining agreement. For the avoidance of doubt, as stipulated in Section 3, the term Personnel includes the Personnel of Subcontractors. If the Contractor, in accordance with Contract provisions, uses Subcontractors in the performance of the Contract, the Contractor shall ensure that its Subcontractors observe the obligations of this Section with respect to the Subcontractors' Personnel.

5.3.2 Contractor shall observe all HSE rules for each Work Site, including emergency plans. To this end, Contractor shall ensure that:

- a) for Work Sites under Contractor's control and responsibility, it establishes and communicates adequate HSE rules to all persons present at any time at the Work Site and puts in place adequate procedures for monitoring and enforcing compliance with such rules by all such persons; and
- b) for Work Sites under ENEL or third-party control and responsibility, it obtains, reviews and communicates to its Personnel the HSE rules applicable to such Work Sites, and puts in place adequate procedures for monitoring and enforcing compliance with such rules by its Personnel.

5.3.3 Each Party shall ensure that all its Personnel have appropriate personal identification and Party-supplied badges, with photo and appropriate identification data, identifying that the person is Personnel of the Party for purposes of the Contract. All Personnel shall be outfitted with external visible indication of the Party of which the person is Personnel (e.g. logos on uniforms, helmets, etc. or externally affixed badges). Even if entry to the Work Site is controlled by ENEL, the Contractor shall exercise its own control to identify its Personnel (including Subcontractor Personnel) entering the Work Site.

5.3.4 During mobilization to a Work Site, or within or between Work Sites, Personnel shall always respect applicable traffic codes and Work Site prescription, use seat belts (or helmets in case of bicycle or motorcycle) and drive safely. Drivers shall possess such qualification(s) as required by applicable Law.

5.3.5 Smoking is not allowed at any Work Site, except in designated smoking areas, and all Parties shall cooperate to enforce this rule.

5.3.6 At all Work Sites it is forbidden to:

- a) possess or use firearms or ammunition for firearms (except for specifically designated and properly credentialed security personnel);
- b) consume or be under the influence of alcohol, narcotics, or illicit psychotropic substances;
- c) consume non-prescribed medication or prescribed medication which may influence the safe undertaking of work; and
- d) engage in disturbances such as fighting, illicit destruction of property etc.

At Work Sites under Contractor's control, the Contractor shall immediately remove from the Work Site any person found to violate items (a), (b), (c), or (d) of this Section 5.3.6, securing appropriate Law enforcement support, as needed.

At Work Sites under ENEL/third parties' control, Contractor shall cooperate to remove its Personnel found to violate items (a), (b), (c), or (d) of this Section 5.3.6.

5.3.7 Contractor, where applicable, shall comply with the 5 Golden Rules regarding electrical risk:

1. Carry out the effective shutdown of all voltage sources;



2. Secure against re-connection and put up monitoring signs;
3. Verify the absence of voltage;
4. Carry out earthing and short-circuiting; and
5. Mark and demarcate the working area and provide protection against adjacent live parts.

6 HEALTH AND SAFETY PLAN

6.1 REQUIREMENTS

6.1.1 The Contractor shall deliver to ENEL, prior to commencement of Contract activities at any Work Site (and keep updated, for the term of the Contract), a specific Health and Safety risk assessment and management plan ("H&S Plan") for all the activities concerned with Contract performance, and identify and implement appropriate prevention and protection measures. In case of Contracts applicable to multiple Work Sites, the H&S Plan shall be customized considering each specific Work Site's conditions and risks.

6.1.2 The H&S Plan shall be carried out in accordance with local Law, if any, and/or on the basis of Section 6.2, and/or according to ISO 45001 standard (or equivalent certification standard if agreed upon by Enel); in case of conflicting requirements, the one maximizing protection of Health and Safety applies. In the event the Contractor is unable to follow the above-mentioned requirements (e.g. because local Law requires a different standard), it must request a determination from ENEL, which will make a determination as to the standard to apply.

6.2 GUIDELINES FOR H&S PLAN

6.2.1 To carry out the risk assessment Contractor shall take into consideration, at a minimum, the following conditions and risks:

- existing Work Site Health and Safety rules (for Work Sites under ENEL or third-party control);
- Work Site conditions (including environment aspects and impact on H&S);
- Work Site boundaries conditions (including environment aspects and impact on H&S);
- works activities normally performed by Contractor, including preparatory activities and commuting/travel;
- cooperation with other contractors appointed by ENEL and possible impact/interference on its Contract performance;
- work-related hazards and risks of each activity, including but not limited to:
 - falling from same level;
 - falling from heights;
 - electrical;
 - chemical and/or biological agents (including when contained as part of materials or equipment, e.g. equipment containing asbestos);
 - falling objects;
 - impact with objects;
 - noises and vibration exposure;
 - fire and explosion;
 - thermal contact;
 - traffic/travelling (i.e. travelling through rural and inaccessible areas, conditions of the path for reaching the Work Site);
 - lack of lighting;
 - material projection;
 - entrapment;
 - ionizing and non-ionizing radiations;
 - confined spaces;
 - landslide and collapse;
 - barotrauma, decompression sickness, gas poisoning (underwater works);
 - cutting;
 - ergonomic conditions (clumsy movement, strains, or overexertion);
 - animal aggressions;
 - exposure to extreme weather and effects of sunlight for outdoor workers;
 - generic risk: during the execution of any activities, as well as in the preparatory and traveling phases, there are common hazards that could cause incident-like impact with objects, cuts, falls, ergonomic (clumsy movement or strains) accidents, as well as animal aggressions, atmospheric (lightning, flooding event...) accidents, heat strokes or other similar incident;
 - interference risks as in work activities where different subjects work at the same Work Site;
 - night shift; and
 - lone working.

6.2.2 H&S Plans shall also include prevention and protection measures to eliminate or at least reduce such risks, such as:

- preventive and/or periodical health surveillance;
- definition of work activities procedures and/or instruction and/or methods;
- definition of protective measures, such as collective and personal protection equipment (like proper dress, shoes, aprons and gloves requirements accordingly to risks related to the activity, etc.);
- ensure proper Personnel selection/training/qualification for the execution of work activities;
- emergency plans, including first aid, fire prevention, and emergency management;
- properly manage interference risks;



- manage and properly dispose of Hazardous Substances that represent a health and safety hazard;
- strictly regulate the use of communication devices as mobile phones/smartphones/tablets; (e.g. during activities execution, while driving, going up or down stairs, crossing roads, and in all the cases that it could create a distraction);
- utilize proper signs to highlight temporary risks (e.g. slippery floor);
- physical delimitation of dangerous areas in order to allow access only to authorized Personnel;
- provide panels and signs for evidencing the type of activity carried out and all relevant information;
- provide the appropriate handrails for stairs and walkways;
- maintain tidy and clean working areas;
- design a correct viability in the Work Sites, avoiding interference between pedestrian and vehicles as well as positioning needed traffic signs and speed bumps;
- evaluate weather conditions before and during activities execution; and
- utilize other protective measures, such as collective and personal protection equipment.

6.2.3 In addition, the H&S Plan, or its attached documentation, shall include, where appropriate, the designation of:

- safety responsible Personnel;
- safety officers, cooperating with the safety responsible Personnel;
- authorized Personnel (access to site, delimited areas, etc.);
- qualified Personnel for specific works;
- scaffolding supervisors;
- operations coordinators for mechanical handling of loads;
- head of cargo handling operations;
- supervisors of life-lines;
- persons in charge of emergency, first aid and fire prevention; and
- any other specific Health and Safety Personnel required by Law or elsewhere in the Contract.

6.2.4 The H&S Plan shall include, where appropriate, the authorization/licenses required of Personnel for the use of work Equipment (machinery and equipment).

7 ENVIRONMENTAL PLAN

7.1 REQUIREMENTS

7.1.1 The Contractor shall deliver to ENEL the Environmental Plan relevant to the specific Work Site and activity prior to commencement of Work Site activities and update or supplement it regularly, as circumstances or the Contract require, or as specifically requested by ENEL, during the performance of the Contract.

7.1.2 The Environmental Plan shall be carried out in accordance with applicable Law, if any, and/or in accordance with the guidelines set out in Section 7.2, and/or according to ISO 14001 standard (or equivalent certification standard if agreed upon by Enel); in case of conflicting requirements, the one maximizing Environmental protection applies.

7.1.3 In case of Contracts applicable to multiple Work Sites, particular focus on environmental risk assessment shall be provided for the specific activity to be performed. In this case the Environmental Plan must be delivered to ENEL prior to commencing the performance of Work Site activities provided by the Contract and then the Contractor shall implement it for each Work Site, updating it whenever a new environmental risk could occur. ENEL group Environmental Policies and ENEL's particular instructions for said Work Site (if any) should also be taken into account in case they require higher duty of care than applicable Law.

7.2 GUIDELINES FOR ENVIRONMENTAL PLAN

7.2.1 Contractor shall include and consider in the Environmental Plan the evaluation of the following aspects where applicable to the contractual activity:

- identification of relevant environmental aspects/impacts, risks;
- requirements established in the environmental permits and licenses approved by the applicable authority(ies);
- waste management, including but not limited to the need for temporary storage;
- waste water management;
- fresh water/sea water management;
- diffuse emissions mitigation plan;
- excavated soil and rocks plan, including hydrogeological rearrangement of areas affected by works;
- noise mitigation plan;
- detailed plan explaining how the Contractor and its Subcontractors shall comply with all environmental requirements for all the environmental aspects (that will be at least: atmospheric emission, waste, soil management, noise, waste water, dust and particles emissions, biodiversity protection etc.) during all the works;
- environmental emergency management plan;



- description of the environmental monitoring operations/actions, including planning and frequency;
- description of reporting to be handed over to authorities; and
- compliance with existing Work Site environmental rules, for Work Sites under ENEL or third-party control.

In addition, if the Appendix 1 for Complex Work is applicable to the Contract, the Environmental Plan shall include the designation of the Environmental Coordinator.

8 HSE ORGANIZATION AND RESPONSIBILITY

8.1 For the Contract duration, Contractor shall appoint:

- HSE key people: one or more representatives, appointed by the Contractor before commencement of the Contract activities, having a managerial role within the Contractor work organization, with clear HSE roles and responsibilities defined by the Contractor, which will be ENEL's HSE interlocutor during the Contract. In case Contractor's Personnel is not present on the Work Site, the Contractor, in agreement with Subcontractor, may appoint the HSE key people among the Subcontractor's Personnel;
- Foreman: one or more representatives, appointed by the Contractor among its Personnel, each one of them responsible for supervising specific Work Site activities and ensuring the implementation of directives received, checking the correct execution by Workers in compliance with HSE obligations under the Contract; Contractor shall ensure that the Foreman has the following skills:
 - knowledge of the activity to be carried out and its development within a complex context as well as the hazards this activity can generate towards other activities;
 - ability of leadership and relationship with the other profiles involved;
 - diligence in the management of the activity in compliance with the planning agreed; and
 - proactivity and attention in signaling to the coordination profiles any deviation from the planning established which can arise during the activity execution.
- HSE reporting focal point: Contractor shall have a Personnel structure with a focal point to comply with Safety and Environmental reporting to ENEL. The HSE reporting focal point may be appointed among the appointed HSE key people; and
- in case of Complex Works, professionals provided within Section 16 and APPENDIX 1 Focus on Complex Works activities.

8.2 ENEL may, motivated by HSE risk increase (e.g.: acceleration, night shifts), request an increase in Personnel to be allocated to HSE activities. Irrespective, Contractor remains responsible for HSE. Extra cost, if any, shall be agreed by the Parties.

8.3 ENEL reserves the right to verify the qualification, credentials, and behavior of Contractor's HSE Personnel and, in case such Personnel are found to be inadequate, to communicate to the Contractor the refusal of a specific HSE person. Refusal shall be motivated by ENEL and preceded by discussion with Contractor. Contractor shall make available to ENEL documents proving the experience and competence of HSE Personnel, reporting their professional expertise, academic background, and credentials, always in accordance with personal data protection Laws.

9 PROVISIONS CONCERNING FIRST AID, FIRE PREVENTION, AND EMERGENCY MANAGEMENT

9.1 The Contractor shall comply with provisions of Law and the Contract on the subjects of first aid, fire prevention, and emergency management.

9.2 The Contractor shall make all arrangements necessary to ensure and warrant that each Work Site is supplied with:

- at least one first aid kit, pursuant to the provisions of applicable Law in force and based on Hazardous Substances used and undertaken in connection with the Work;
- trained Personnel able to respond and/or manage a foreseeable emergency scenario;
- a suitable means of communication to ensure a prompt response of first aid/emergency assistance;
- appropriate Equipment, suitable to the specific risks of the activities inherent to the subject matter of the Contract; and
- firefighting and fire detection equipment, evaluated according to fire risk assessment.

9.3 All actions pertaining to first aid and emergency management shall be carried out by the responsible appointed persons of the company involved in the emergency.

9.4 For Work Sites under ENEL or third-party control, all Contractors' actions pertaining to first aid, fire prevention and emergency management shall be carried out in coordination with the existing Work Site emergency plans.

10 HSE AWARENESS AND COORDINATION

10.1 HSE KICK-OFF MEETING

10.1.1 Before commencement of Contract activities, ENEL and the Contractor will hold an HSE kick off meeting for coordination of activities and a record of the meeting (minutes of meeting) shall be signed by representatives of both Parties.



10.2.1 Contractor shall ensure that all Workers are aware of the risks and restrictions (e.g., concerning areas) existing or that could affect the Work Site, as well as possible emergency plans. Every Worker must attend an induction session (talk, presentation, video, etc..) on HSE, which shall be properly documented. The induction talk shall be updated periodically or when new risks are identified.

10.2.2 If required by Enel, Contractor shall cause its Workers to attend a HSE induction talk on specific risks, with ENEL and HSE key people. Even if Enel does not specifically require it, Contractor is responsible for ensuring its Workers are advised of and aware of specific risks applicable to the work.

10.2.3 If required by Enel, Contractor shall cause its Workers to attend a HSE induction training (through a webinar, talk or other means) on Stop Work Policy. Even if not specifically requested by Enel, Contractor must ensure its Workers are aware of and understand the application of Stop Work.

10.3 PRE-JOB CHECK

10.3.1 Immediately before the beginning of each specific activity at the Work Site, Contractor shall, and shall cause its Subcontractors, by means of their Foremen or other appointed person (with equivalent competences and responsibilities) to, carry out an HSE meeting of pre-job check to:

- describe the main phases of work to be undertaken and their associated risks, with a level of detail adequate to the complexity of the activity to be undertaken;
- draw the attention of the Workers to the work phases which are most significant in terms of safety (e.g. where coordination between different activities is necessary, where the use of special equipment is required, etc.) and on associated preventive measures to be adopted in order to prevent accidents;
- indicate the equipment/tools/vehicles to be used, the necessary collective protective equipment and personal protective equipment, requiring the control of efficiency of the workers before allowing their use;
- entrust tasks, providing all further required explanations, to qualified workers; and
- ensure that emergency response methods are clear and well known to workers.

10.3.2 The pre-job check shall be repeated whenever a change occurs in the working conditions or new Personnel are assigned to the activities and at least daily in case of activities lasting more than one day. In this meeting the Foreman, or other responsible person, and the staff shall review all stages of the activity and the related tasks, assess situations with the potential risk to HSE that may occur, and describe the Equipment and material that they will use and the behaviors to be adopted in order to prevent Incidents. The pre-job check shall be properly documented and archived.

10.3.3 The pre-job check shall ensure, also with the support of a specific checklist, that all Workers:

- are informed about the activity to be performed and operational procedures;
- understand the risks associated with the specific activity to be performed;
- adopt all necessary measures to ensure the activity is carried out safely and protecting the environment;
- know the contents of the Safety and Environmental Plan;
- know the operational methods to be followed;
- have properly identified and marked or barricaded the working area;
- adopt all preventive/protective measures and tools (vehicles, tools, etc.) to ensure that the job is conducted in safety; double-check their appropriateness and readiness;
- have set up appropriate communication methods among the team members and, if necessary, temporary supervision responsibility when the team has to split in more sub-teams which cannot be directly supervised by the Foreman;
- have set up appropriate measures to be able to react in case of emergencies and to mitigate adverse effects on workers and the public; and
- know that they have to inform immediately the Foreman about any danger or deficiencies in the machineries/vehicles/personal or collective protective Equipment applying the Stop Work policy.

At the end of the operational activities, the Foreman shall organize a short meeting with the team for a safety review of the job done, called "Post-Job Review". The just-completed job is re-examined, highlighting safety issues and defining together the improvement actions to be signaled to the line managers in order to enhance safety standards during work execution and to disseminate generic lessons learned.

The Foreman shall complete a Pre-Job Check and a Post Job Review Summary Report, in which the main minimum points to be focused are set forth in Appendix 4.

11 VEHICLES, MACHINERY, EQUIPMENT, TOOLS AND MATERIALS

11.1 Contractor shall:

- supply all vehicles, machinery, Equipment, tools, and materials required for the appropriate safe and high-quality execution of scope of Contract;
- utilize vehicles, machinery, Equipment, tools, and materials compliant with applicable Laws and best practice standards set forth in applicable regulations;



- in addition to the requirements in Section 17.2, make available (and forward, if required) to ENEL, before the commencement of each activity at the Work Site, all information related to the vehicles, machinery, Equipment, and materials it is going to use in the performance of the specific activity. ENEL reserves the right to validate this information before the activity execution. Additionally, ENEL may require a relevant declaration signed by the Contractor; and
- abstain from using vehicles, machinery, Equipment, tools, and materials owned by ENEL without prior written authorization.

11.2 Contractor shall ensure that all vehicles, machinery, Equipment, and tools (including protective material covers, insulation, and others) shall be regularly maintained to withstand deterioration. In addition, they must be appropriately equipped for safe use (lights, alarms, rear-view mirrors, protective guards, etc.) as per applicable Law and industry standards. The use of vehicles, machinery, Equipment, and tools without such requisite protective devices is prohibited.

11.3 Contractor's vehicles, machinery, Equipment, and tools shall only be used by authorized Personnel. When required by the Contract or applicable Law, Contractor shall authorize only trained and/or qualified Personnel, who shall possess the appropriate certification/authorization for the use or operation of such vehicles, machinery, Equipment, or tools.

11.4 ENEL has the right to authorize, or withhold authorization from, Contractor's and Subcontractors' vehicles and machinery entering Work Site for the execution of Contract activities. All vehicles and machinery used in the Work Site shall have inside an identification number and the Contractor or Subcontractor company Logo.

11.5 ENEL reserves the right to inspect all the elements and relevant documentation described in this subsection, before, during, and after the use of machinery, vehicles, Equipment, and tools, to verify their compliance with the applicable Law, standards, and HSE Requirements, as well as the Contract provisions. In the case that during the inspection ENEL verifies they are not compliant, the Contractor shall immediately stop and/or remove them from the Work Site.

12 HAZARDOUS SUBSTANCES

12.1 The Contractor shall supply and use (if provided in the Contract) Hazardous Substances properly packaged and labelled so that the product contained and the risks for the Personnel and the environment are clearly identified.

12.2 Packaging and labelling shall provide information for safe unloading, storage, and handling. Corresponding Material Safety Data Sheets (MSDS) shall accompany all Hazardous Substances. MSDS, provided in local language, shall include the expected uses, limitations, or prescriptions related to their storage (if any), measures for risk mitigation and disposal instruction, in accordance with applicable Law.

12.3 Contractor shall maintain an updated inventory of all MSDS for Hazardous Substances (including a file of the MSDS) used in connection with performance of the Work or at or near the Work Site or at any construction area related to the Work and shall update such file at least monthly (with the exception of temporary and mobile Work Site, for which the update is requested only whenever a new Hazardous Substance is introduced into the Work Site), and make it available on Work Site in accordance with applicable Laws. The MSDS shall be easily accessible by the Workers. Contractor shall record in the inventory quantities, location of storage, use, and final disposal of such Hazardous Substances.

12.4 Contractor shall minimize the use of Hazardous Substances to the extent possible and shall conduct its activities and cause its subcontractors to conduct their activities in a manner designated to prevent pollution of the environment or any other release of any Hazardous Substance. The Contractor shall provide evidence of the absence of oils containing PCBs and the absence of CFCs, HCFCs, halons, substances with trade restrictions, in the supplied Equipment. Moreover, the Contractor shall avoid the use of asbestos in the supplied materials/Equipment and in any used PPE and tool.

12.5 Unless otherwise provided in the Contract, Contractor shall be responsible for the management of and proper disposal (within the timeframe set forth in the Contract) of all Hazardous Substances brought onto or generated at the Work Site by it or its Subcontractors, if any. The Contractor shall cause all such Hazardous Substances brought onto or generated at the Work Site by it or its Subcontractors, if any, (A) to be transported only by carriers maintaining valid permits and operating in compliance with such permits and Laws regarding Hazardous Substances (i.e. the Hazardous Materials Transportation Act, if applicable) pursuant to the manifest and shipping documents identifying, to the extent allowed by applicable Law, only the Contractor as the producer of waste or person who arranged for waste disposal, and (B) to be treated and disposed of only at treatment, storage and disposal facilities maintaining valid permits operating in compliance with such permits and laws regarding Hazardous Substances, from which, to the best of the Contractor's knowledge, there has been and will be no release of Hazardous Substances.

12.6 Contractor shall submit in advance to ENEL a list of all Hazardous Substances to be brought onto or generated at the Work Site. ENEL reserves the right to approve or decline such Hazardous Substances. In case of decline, the Contractor and Subcontractors are forbidden to use such Hazardous Substances. The Contractor shall keep ENEL informed as to the status of all Hazardous Materials on the Work Site and their disposal from the Work Site.

12.7 If the Contractor or any of its Subcontractors releases any Hazardous Substances on, at, or from the Work Site, or becomes aware of any storage, release or disposal of Hazardous Substances on, at, or from the Work Site, the Contractor shall immediately notify ENEL in writing. If the Contractor's Work is involved in the area where such release occurred, the Contractor shall immediately stop any Work affecting the area. The Contractor shall, at its sole cost and expense, diligently proceed to take all necessary or desirable remedial action to clean up fully the contamination caused by (A) any negligent release by the Contractor or any of its Subcontractors of Hazardous Substances, and (B) any Hazardous Substance that was brought onto or generated at the Work Site by the Contractor or any of its Subcontractors or suppliers, whether on or off the Work Site.

12.8 If Contractor discovers any pre-existing Hazardous Substance that has been stored, released, or disposed of at the Work Site, Contractor shall immediately notify ENEL in writing. If Contractor's Work involves the area where such a discovery was made, Contractor shall immediately



stop any Work affecting the area and adopt the appropriate measures in order to ensure a safe Work Site. Contractor will not thereafter resume performance of the Work in the affected area except with the prior written permission of ENEL.

13 PROTECTION OF THE ENVIRONMENT

13.1 MATERIALS AND/OR EQUIPMENT

13.1.1 The Contractor undertakes to provide, wherever possible and under similar purchasing conditions, Equipment or materials with eco-label and those with greater energy efficiencies, with a longer service life involving lower costs and less likelihood of waste being generated due to shelf-life expiry and lower final disposal costs. The Equipment and materials provided by the Contractor shall protect the environmental quality.

13.1.2 The Contractor shall ensure that the elements used in material and Equipment are not chemically unstable.

13.1.3 The Contractor will comply with any provision regarding transportation, management and storage of products/materials, as well as management, recovery, or disposal of waste according to applicable Law, providing under ENEL's request a copy of any documents and authorization.

13.1.4 The Contractor undertakes to reuse materials and Equipment that are suitable to be used for the same purpose for which they were conceived, without any treatment, whenever possible. Where this is not possible, the Contractor undertakes to manage the recycle/recovery (first priority) or disposal of the resulting waste ensuring the compliance with Law and obtaining all the required authorizations. The Contractor shall also provide ENEL with copy of documentation required by Law and/or requested in the Contract.

13.1.5 The Contractor undertakes to manage the supplied packaging and empty containers, in accordance with applicable Law. Also, the Contractor will be obligated to the withdrawal of the packaging used for transportation in the conditions and terms established in the Contract and Law, or, if these details are not indicated, the Contractor shall remove the packaging from previous deliveries when making subsequent ones and/or when ENEL requests. The Contractor shall communicate, before the start of the activities, an estimation of the foreseen quantities of generated waste, as well as the integral management of the same that will develop.

13.1.6 In case of supply of electrical and electronic equipment ("EEE"), batteries, packaging or other products subject to specific HSE regulations, Contractor shall provide evidence of all fulfilments required by local Law. In particular, in the event the Contract calls for the supply of EEE or batteries, the Supplier shall comply with local Law, also in relation to the end-of-life management, and if requested provide documentation evidencing, including (if applicable):

- adherence to a recognized and valid end-of-life recycling collective system;
- registration in the National Register of EEE or other similar registry; and/or
- marking the EEE with appropriate symbol (in accordance with local standard).

13.2 WORKS AND/OR SERVICES.

13.2.1 The Contractor must:

- follow the Environmental Plan, if required;
- provide to ENEL the environmental performance data (e.g.: fuel consumption, waste), if required; and
- provide relevant information on the activities covered by the Contract, to contribute to ENEL's calculation of the carbon footprint, circular economy index or any other indexes related to the Environmental Management System, if required in consideration of the activities' relevance. Similarly, the information on the carbon footprint of activities could be assessed by the Subcontractor.

13.2.2 The Contractor must inform ENEL within a maximum of 24 hours of any changes, withdrawal, or updates concerning authorizations and/or permits, providing a copy of the new documents issued by authorities.

13.2.3 The Contractor must verify that their Personnel know, understand, and execute all requirements and regulations relating to environmental protection, applicable to perform the Contract, as well as ENEL's environmental policy and the applicable internal procedures (the list of applicable procedures will be included in the Contract documentation).

13.2.4 The Contractor warrants that the Personnel that will perform the Contract have or receive adequate theoretical and practical training, with reference to the Contract activities and Work Sites. Training will include the obligations arising from the Environmental Management System, where applicable. Contractor must provide to ENEL, upon request, documentation of such Personnel training. If Contractor does not provide such documentation to Enel, Contractor shall not allow any Personnel for which the documentation has not been provided to work on Site and such Personnel shall not have authorization to enter the Site. Contractor is solely and exclusively responsible for all liability, damages, delay, and costs arising out of the failure to provide the required documentation.



13.2.5 Unless otherwise provided in the Contract, the Contractor shall:

- leave clean and free of debris the Work Site upon completion of the Work specified in the Contract, removing all debris, containers, packaging, garbage, junk, and all kinds of waste generated, there remain, being responsibility of the Contractor, the collection, transport and authorized management thereof;
- take appropriate measures to preserve biodiversity on site and prohibit its Personnel from carrying out hunting and fishing activities in the Work Site;
- cut vegetation to the minimum extent possible and only when it is absolutely necessary; it is mandatory the Contractor has the corresponding permits (licenses) from the authorities and ENEL's authorization. The Contractor must present the information about cutting to ENEL prior to commencing said activity. ENEL shall agree with the Contractor the advance period for the delivery of this information;
- store hazardous waste, ensuring to separate incompatible chemicals and avoiding the mixture between hazardous and non-hazardous waste, in accordance with applicable Law and ENEL's requirements;
- dispose of all waste originating from Contractor's work activities at authorized sites only, in compliance with the applicable Law;
- clearly identify areas and waste with significant environmental potential impact;
- comply with the provisions of applicable Law and the specific contractual requirements and procedures pertaining to waste management;
- prevent emissions of dust or other substances in the transport of materials and any other activity likely to generate dust or other substances;
- prevent emission of noise and vibration during the execution of the Work;
- properly segregate each residue/waste separately, by placing, in the place of performance of the Contract, a sufficient number of containers, closed, marked and in good condition, to prevent uncontrolled spills, leakages or emissions that could impact the environment;
- Manage soil and rocks from excavation in accordance with applicable Law and ENEL's requirements;
- Minimize water consumption; and
- Prevent events that may generate soil erosion.

13.2.6 The Contractor shall provide, when handling and storing oil-containing equipment, with proper containment/absorbent materials to immediately mitigate dangerous substances spills. In particular, in case of handling or work with generators, transformers, or hydraulic drive systems, the Contractor shall provide a proper emergency spill kit (absorbent material with total absorption capacity adequate for the oil-containing equipment, cylindrical barriers/sorbent socks enough to isolate the spill, disposal bags/bins, PPEs, ...).

13.2.7 Concerning greenhouse gases and ozone-depleting substances, all relevant Work at the Work Site (e.g., installation or maintenance of SF6-containing equipment, etc.) must be carried out by suitably trained Personnel and, where required by Law:

- Workers shall possess the relevant certification; and
- The Contractor shall be certified and registered to the portal/database as required by local Law and shall register all requested data by local Law.

All practicable precautionary measures must be taken to avoid and minimize leaks and emissions into the atmosphere. Furthermore, any emissions into the atmosphere must be monitored and registered.

14 REPORTING

14.1 SAFETY ACCIDENT/INCIDENT REPORTING AND MANAGEMENT

14.1.1 Contractor shall notify ENEL of Incidents and Safety Observations related to the performance of the Contract, regardless of the person affected (whether Personnel of the Contractor, ENEL or third parties), as follows:

- a) report on health and safety matters occurring during the performance of the Contract to Government Authorities in accordance with the applicable Law, such communication (for coordination and mitigation purposes) should be, if at all possible, after communication to ENEL;
- b) immediately communicate to ENEL any Accident or Stop Work (at least by phone, with writing as soon as possible);
- c) within 6 hours of occurrence, unless otherwise provided in the Contract (24 in case of Minor Accidents): notify ENEL of any Relevant or Minor Accidents or High Potential Incidents that occurred during the performance of the Contract, by written notice, including a detailed description of the event, all the available preliminary information, available medical prognoses, copies of any report filed with Governmental Authorities; and
- d) within 3 calendar days from the occurrence, notify ENEL of any Safety Near Miss, Safety Observation, or Stop Work that occurred during the course of performance of the scope of Contract, by written notice reporting corrective/preventive measures adopted.

14.1.2 Contractor shall keep record of events and statistics about Safety related to the performance of the Contract.

14.1.3 In case of Relevant Accidents meaning Fatal Accidents, Life Changing Accidents, and High Potential Accidents occurred during the performance of the Contract, Contractor shall deeply analyze the event and:

- a) within 3 calendar days from the occurrence, transmit to ENEL a preliminary report of the analysis; and



- b) within 7 calendar days from the occurrence, transmit to ENEL the relevant report recording the detailed causes of the Accident and the corrective/preventive measures adopted.

14.1.4 In case of High Potential Incident occurred during the performance of the Contract, Contractor shall deeply analyze the event and:

- a) within 3 calendar days from ENEL's notice to the Contractor that an Incident was classified as a High Potential, transmit to ENEL, a preliminary report of the analysis; and
- b) within 7 calendar days from the occurrence, transmit to ENEL the relevant report recording the detailed causes of the Incident and the corrective/preventive measures adopted.

14.1.5 If ENEL initiates its own investigation into an Accident, by means of a dedicated Group of Analysis, the Contractor shall provide maximum cooperation, providing quick and diligent responses to any information that may be requested.

14.2 ENVIRONMENTAL EVENTS REPORTING AND MANAGEMENT

14.2.1 The Contractor shall immediately, as soon as detected, notify by phone call ENEL's representative of any Environmental Event that occurs during the execution of the Contract. In case of event/material damages that implies the obligation of reporting to the authorities, ENEL shall be informed at the same time as (not later than) the communication to the authorities.

14.2.2 Moreover, the Contractor shall submit a written report of the event including its causes and the measures taken for the management and resolution of the event, within 24 hours.

14.2.3 In case of an Environmental Near Miss, the Contractor shall notify ENEL by written notice within 3 days. Should an Environmental Event occur, whatever it may be, the Contractor shall immediately intervene to apply all possible techniques to mitigate the damages. If ENEL requests the Contractor to follow specific instructions to manage the environmental event, the Contractor shall comply with the received instruction.

14.2.4 The Contractor shall immediately (no later than 48 hours) inform ENEL of any evidence related to access, checks and inspections carried out by any Government Authority in the Work Site and the actions carried out or planned in agreement with the authorities aimed at restoring legal compliance.

14.3 HSE NON-CONFORMITY REPORT

14.3.1 Contractor shall track in an **"HSE Non Conformity Report"** all Non Conformities detected during inspections (by HSE Contractor's Personnel or by ENEL Personnel) and the corrective action taken.

15 SUBCONTRACTORS

15.1 GENERAL HSE OBLIGATIONS FOR SUBCONTRACTING

15.1.1 The Contractor shall cause its Subcontractors to perform the activities in accordance with the Contract, the applicable H&S Plan, and Environmental Plan.

15.1.2 The Contractor shall pay the safety costs, including but not limited to cost for the measures adopted to eliminate, or if not possible, to reduce health, safety and environment risks caused by several works activities which interfere with each other, related to the subcontracted activities to the Subcontractor without any reduction.

15.1.3 Respecting the principle that all activities defined in the Contract must be performed by the Contractor or its Subcontractors, the Contractor shall notify and coordinate with ENEL any ancillary activities to be performed by third parties other than its Subcontractors.

15.2 SUBCONTRACTOR SELECTION

15.2.1 Contractor shall guarantee a proper Subcontractor selection checking that Subcontractor meets both applicable Law, as well as the selection requirements imposed by ENEL on its suppliers. Subcontractor must abide and be bound by all HSE Terms, HSE Requirements, and applicable safety standards.

15.2.2 Contractor shall verify that Subcontractors' HSE performance index (Frequency Rate, fatal events, or other performance index specified in the Procurement Portal) are similar to the ones declared by Contractor to ENEL during the relevant Supplier Qualification Process.

15.2.3 In the event that the HSE performance indexes of the selected Subcontractors are higher than the ones declared by Contractor, Contractor shall provide to ENEL a detailed improvement plan, agreed and signed by Contractor and Subcontractor addressing the various actions that will be adopted during the works execution in order to ensure proper HSE performance.

15.2.4 The selection of a Subcontractor already qualified by ENEL should be a preferred option.



15.2.5 Contractor shall submit to ENEL, for the necessary checks finalized to subcontracting authorization, a selection report including both the qualification criteria as well as relevant evidence establishing that the Subcontractor meets HSE selection requirements. The selection and evaluation of subcontractors is the sole responsibility of Contractor.

15.2.6 Contractor shall provide to ENEL all the documentation relevant to the Subcontractor selection at least 30 calendar days before the execution of the contractual agreement between the Contractor and its Subcontractor. Once the subcontracting documentation is received, ENEL reserves 30 calendars days for necessary verifications and Subcontractor authorization; in this period the Subcontractor shall not enter Work Sites or perform contractual activities.

15.2.7 As an example, the following documents shall be provided:

- H&S and Environmental Policy (if available);
- HSE plan (if required);
- typical HSE risks assessment;
- safety procedures that clearly regulate the execution of the activities;
- internal HSE organization with HSE representatives appointed with clear roles and responsibilities;
- H&S procedures referring to:
 - H&S training for all personnel;
 - personal protective equipment (PPE);
 - safety inspections execution; and
 - accident analysis and implementation of corrective action plans;
- copy of the accidents record (or similar document certified by the national institute for work accidents, if any);
- figures relevant to work accidents occurred in the last 3 years and for every year (i.e. frequency rate, etc.); and
- any certification according to the standard ISO 45001 (or equivalent) and ISO 14001 (or equivalent).

15.2.8 Before granting authorization to subcontract, ENEL shall have the right to carry out further checks on the Subcontractor requirements compliance, unless explicitly in conflict with Law.

15.2.9 The Contractor shall apply the same selection process in the event that further subcontracting is agreed within the scope of the same Contract.

15.2.10 The Contractor shall also keep the relevant Subcontractor documentation for at least 6 months after the Contract expiration, in order to permit ENEL to carry out checks or send such documentation to ENEL, where required by Enel or by Law.

15.3 SUBCONTRACTOR MANAGEMENT

15.3.1 For the entire Contract duration, the Contractor must provide to ENEL documentation relevant to the activities performed by its Subcontractor and its compliance with the applicable HSE Law, these HSE Terms, the Contract and HSE Requirements.

15.3.2 Subcontractors' HSE documents must be kept where the activities of the Contract are performed, or for the purposes of their application, to be produced on request.

15.3.3 The HSE clauses of the Subcontractor's Contract shall be available to ENEL's Unit in charge of managing the Contract in case ENEL requires it in a complete and signed copy. Prior to said disclosure Contractor shall either provide to ENEL a waiver of confidentiality signed by Subcontractor or a representation confirming that such information is not protected by confidentiality.

15.3.4 Invoices related to HSE activities issued by Subcontractor shall be available to ENEL's Unit in charge of managing the Contract in case ENEL requires them in a complete copy. On monthly basis ENEL shall receive a copy of a confirmation letter issued to Contractor by the Subcontractor that all invoices related to HSE activities issued by Subcontractor have been paid.

16 SPECIAL REQUIREMENTS FOR COMPLEX WORKS

16.1 In case of Complex Works, the Contractor shall keep under control all risks coming from the interferences among the activities carried out at the same Work Site by the Contractor itself and/or its Subcontractors and cooperate and coordinate with other contractors to minimize the inference risks.

16.2 During a Complex Work activity, Contractor shall consider the risks associated with the performance of the Contract and the work planning, organization and coordination and the prevention and protection measures to be established so that the interference risks do not affect other activities which are characterized by their own specific risks and carried out at the same Work Site.

16.3 Contractor shall take part in the coordination (or at least cooperation, depending on the Contract provisions) of such works, also taking into account the requirements of applicable Law.

16.4 Additional requirements are set forth in APPENDIX 1 Focus on Complex Works Activities.



17 DOCUMENTATION AND INFORMATION TO BE PROVIDED BY THE CONTRACTOR

17.1 LEGAL EMPLOYMENT AND HSE DOCUMENTATION

17.1.1 Contractor shall provide such information and documentation, as required by ENEL, necessary to verify the correct fulfilment by the Contractor of those legal obligations from which any liability could arise towards ENEL. The list of documents requested by ENEL is summarized below and is not exhaustive.

17.1.2 Parties agree to modify, during the performance of the Contract, the list of documents in the event of change in Law or change of ENEL HSE policies (extra cost, if any, shall be motivated by Contractor and agreed by the Parties). In such case, Contractor shall forward to ENEL the new list within the agreed deadline.

17.2 DOCUMENTATION TO BE PROVIDED OR MADE AVAILABLE BY THE CONTRACTOR BEFORE THE START OF CONTRACT ACTIVITIES

17.2.1 At least three weeks before the start of each activity and considering all Personnel (Contractor, Subcontractors, or self-employed), the Contractor shall, for that specific activity:

- a) provide the list of Personnel that will participate in the execution of contractual activities, indicating for each of them: Names and surname; Social Security number or equivalent (if the communication of this data is compliant with applicable Law); Work Site where they will serve; occupational category or job position; and, where appropriate, whether the Worker is subject to particularly dangerous risks;
- b) update this document and provide to ENEL whenever an incorporation or dismissal assigned to the implementation of the contract works occurs as well as in case of additions of new Personnel (whether or not newly recruited) occur;
- c) inform Enel of all Personnel that will be in the worksite for any reasons not strictly related to contractual activities, ensuring that such Personnel shall observe safety standards of the worksite and limits for restricted areas;
- d) make available the H&S Plan;
- e) provide the Environmental Plan;
- f) provide the documentation related to Complex Works;
- g) make available (or provide a soft copy if required) an HSE file, containing at least:
 - evidence of specific theoretical and practical training (individual certifications) according to the activities assigned to the Personnel;
 - Medical fit for duty certificate (unless differently provided by applicable data protection law);
 - evidence that Workers have received personal protective equipment (PPE), corresponding as provided in the H&S Plan. Such documentation shall include a list of PPE delivered to the Worker;
 - Contractor statement assuring that all Equipment, tools and personal or collective equipment that will be used in performance of the Contract comply with the H&S Plan and Environmental Plan and a declaration of conformity required by applicable Law;
- h) provide the list of authorized vehicles and machineries that Contractor will use in the performance of the Contract. Whenever Contractor intends to use a vehicle or machinery not included in the list, Contractor shall update and provide to ENEL the document in advance; and
- i) provide, on request, all documentation showing compliance with:
 - applicable HSE Law on, including – but not limited to – obtaining permits and respect of the limits therein described, if any; and
 - H&S Plan and Environmental Plan.

17.2.2 The Contractor is obliged to have archived a file containing all the information stated in 17.2.1, and in case of Worker documentation a file for each of their Personnel. The mentioned documentation is subject to review and verification by ENEL before the beginning of the work activity and at any time thereafter. Also, if required to do so, the Contractor shall make this documentation available to ENEL no later than forty-eight (48) hours after a request for the same.

17.2.3 Contractor must keep updated the mentioned documentation during the performance of the Contract and provide ENEL with any updates.

17.3 DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT

17.3.1 The Contractor shall keep an updated daily Personnel list of the entire staff employed by the Contractor or its Subcontractors at the Work Site and of the vehicles that enter in the Work Site (Personnel log/Vehicles log). Contractor shall submit these logs to ENEL on a monthly basis, or earlier in case a change of the Personnel involved in the contractual activities occurs.



17.3.2 The Contractor shall provide, on request, all documentation showing the compliance with applicable HSE Law, including – but not limited to – obtaining permits and respect of the limits therein described, if any.

17.3.3 The Contractor shall prove to have procedures that allows the fulfilment of the requested requirements and the continuous compliance with the applicable Law.

17.4 INFORMATION ON SAFETY

17.4.1 The Contractor shall provide:

- a) within the first (five) 5 calendar days of each month the number of hours worked by the Contractor and its Subcontractors' Personnel in the Contracts (total, by Contract, by Work Site, and employee) in the previous month;
- b) number of employees of the Contractor and its Subcontractors classified by gender (male/female) to the extent this information is relevant for logistic purposes (e.g.: as installation of certain numbers of toilets and showers, if any), who perform their activity in Contracts; and
- c) days worked by the staff of the Contractor and its Subcontractors (estimated equivalent to full-time working days -FTE-) involved in Contracts to include in its order: 1) construction activities; 2) exploitation; and 3) maintenance; 4) other.

18 INSPECTION AND MONITORING

18.1 ENEL has the right to carry out inspections or audits to check and verify compliance with the Contract – including, in particular, compliance with HSE obligations - and Contractor shall timely cooperate. ENEL's Personnel and/or third parties authorized by ENEL shall have access at any time to the Work Sites, Contractor's premises, warehouses, or storage areas to carry out the above-mentioned checks and verifications. The inspection can also be intended as a virtual one, made with remote connection (web meeting, video call, etc.). The Contractor's Foreman shall ensure the connection with ENEL's personnel.

18.2 In particular, ENEL shall have the right to check the personal identification of Personnel (required by Section 5.3) at any time.

18.3 ENEL reserves the right to monitor the proper management of waste and of the other environmental aspects done by the Contractor.

18.4 ENEL reserves the right to verify the HSE compliance of Contract activities, to require the Contractor to record personnel presence, as well as video recording or photo recording of its Workers during the contractual activities in accordance with applicable Law on personal data protection and to the extent allowed by the intellectual property provisions in the Contract. In this case, Contractor will also cooperate with ENEL in order to define technological requirements, Workers' training, and relevant procedures and instruction

18.5 For Contracts for services such as restoration, cleaning, recreational room, security services, etc., ENEL may provide a service satisfaction survey for collecting the feedback from the service users about HSE aspects. The Contractor, in agreement with ENEL, shall consider the results and implement improving actions.

18.6 The inspections carried out by ENEL or authorized third parties do not imply approval from ENEL or a waiver to Contractor, with regard the HSE compliance issues, of obligations and responsibilities connected to the proper performance of the Contract. The Contractor, as a preventive action, shall perform its own inspection of the activities in order to detect any non-compliant situation and then implement the necessary corrective actions.

18.7 If, during the inspections carried out by ENEL or at any other time, Non Conformity by the Contractor or by its Subcontractor is found, ENEL will notify the Contractor accordingly. The Contractor shall, within 5 business days, provide the clarification on the causes and/or the reasons which led to Non Conformity and implement the necessary remedy measures to Enel's satisfaction, without entitlement to any schedule relief. Contractor shall propose an implementation schedule, which is subject to Enel's approval. If there is a risk of imminent harm, Contractor shall implement remedial action without waiting for Enel's approval for the implementation schedule.

18.8 Whenever possible the detected Non Conformity shall be immediately solved by Contractor and reported as solved in the HSE Non Conformity Report. In more complicated cases a time to implement a solution will be promptly agreed with Contractor and duly reported on the same Report.

18.9 In the cases where the failure to meet the requirements of HSE involves, in ENEL's opinion, an imminent danger, which is understood as any situation that creates an evident and manifest risk to people's physical integrity (e.g. bodily injury) or the possibility of severe environmental harm or in case of non-compliance with Law, ENEL may initiate Stop Work until the problem is solved and ENEL considers safety and environmental standards to have been restored to mitigate the risk. If ENEL, or any other personnel on site, initiates Stop Work, Contractor shall perform appropriate safety analysis before proceeding with the work. Contractor shall create and implement a remediation plan that meets Enel's satisfaction.

18.10 For each Non Conformity, the Contractor shall carry out a non-conformity analysis to track the recurrence of such Non Conformity and assess the effectiveness of remedial actions taken. If the analysis demonstrates the ineffectiveness of the planned remedial action, the Contractor shall organize a different and more effective preventive action to Enel's satisfaction.

18.11 Any violation/Non Conformity detected as a result of controls and verifications are recorded by ENEL, with allocation of damages related to the severity of the violations/Non Conformities identified, resulting in an eventual downgrade of the SPM Index.

18.12 The downgrade thresholds of SPM Index or the ascertainment of a number of HSE failures may entail the adoption of the Contractor suspension provision from invitations to tender for a period that will be defined by ENEL, at its sole discretion.



18.13 In any case, ENEL may call the Contractor or its HSE key people for a periodical meeting to discuss the status of Non Conformities found (by Contractor itself or following ENEL's inspection) and the related Corrective Measures.

19 CONSEQUENCES OF BREACHES REGARDING HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

19.1 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING HEALTH AND SAFETY PROTECTION

19.1.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless ENEL and its employees, agents, subsidiaries, Affiliates, parent companies, and all ENEL-related entities (collectively, "ENEL Group") from and against any claim, suit, action, demand, loss, liability, damage, fine, penalty, sanction, or expense, including reasonable attorney's fees, that any member of ENEL Group may sustain or incur as a consequence of or arising out of any act or omission, or violation of any federal, state or local law, regulation, rule, or ordinance concerning health or safety, or breach of any obligation under Contract with ENEL, related to health and safety, caused by Contractor and/or Subcontractors. To the extent a person, party, or entity makes a claim or files suit alleging the negligence of any member of ENEL Group, Contractor owes indemnity, a defense, and must hold ENEL Group harmless to the extent of Contractor's and/or Subcontractors' own fault or negligence.

19.1.2 In the event Contractor breaches an obligation regarding Health and Safety protection, ENEL, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) require the Contractor to implement a timely remediation plan to reinforce HSE measures (e.g., specific training courses) related to the HSE prevention and protection deficiencies identified; and/or
- b) suspend partially or totally Contract performance or a certain activity (depending on the H&S breach) for a number of days which correspond to the seriousness of the violation – or until the verification of any adjustments or corrective actions taken to address the violation - without this giving the Contractor any right to extend the deadline for completion of the works or unearned payment or compensation of any kind; and/or
- c) in case of a breach or whenever the Worker behavior represents a risk for his/her own safety or safety of third parties, require his/her immediate removal from or replacement at the Work Site; and/or
- d) apply the liquidated damages set out in Section 19.3; and/or
- e) suspend payment of sums due to the Contractor, to the extent of ENEL's actual damages (or liquidated damages if the actual damages cannot be quantified) or 10% of the amounts accrued at the time of the breach, whichever is greater, until the Contractor implements the remedy measures; and/or
- f) in the event of Fatal/Life Changing/High Potential Accident or High Potential Incident, suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from the Supplier Qualification System; and/or
- g) terminate the Contract according to Section 19.5; and/or
- h) pursue all legal and equitable remedies available to it under the applicable law.

19.2 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING ENVIRONMENTAL PROTECTION

19.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless ENEL Group from and against any claims (including but not limited to strict liability claims), suits, damages, losses, fines or penalties, and expenses (including but not limited to attorney's fees) arising out of or resulting from performance of the Contractor or its Subcontractors of work pursuant to a Contract, provided that such claim, damage, loss, or expense is attributable to an Environmental Event caused by the fault or negligence of the Contractor or Contractor's employees, agents, or Subcontractors.

19.2.2 In the event Contractor breaches an obligation, as provided by Law or by the Contract, regarding environmental protection, ENEL, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) require the Contractor to implement a timely remediation plan to reinforce corrective measures related to the environmental prevention and protection deficiencies identified; and/or
- b) suspend, for a number of days which correspond to the seriousness of the violation - or until the verification of any adjustments or corrective actions taken to address the violation - the execution of any contractual works or a certain activity (depending on the environmental breach) without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind; and/or



- c) require the Contractor ensures its Personnel – who were responsible for the violation – attend up to 16 hours of additional training regarding environment. The Personnel responsible for these violations shall be readmitted on site only after attending the prescribed specific training courses; and/or
- d) apply the liquidated damages set out in Section 19.3; and/or
- e) suspend payment of sums due to the Contractor, to the extent of ENEL's actual damages (or liquidated damages if the actual damages cannot be quantified) or 10% of the amounts accrued at the time of the breach, whichever is greater, until the Contractor implements the changes to its environment management system as required by Enel; and/or
- f) suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from the Supplier Qualification System, and/or terminate the Contract according to Section 19.5; and/or
- g) pursue all legal and equitable remedies available to it under the applicable Law.

19.3 CLASSIFICATION OF HEALTH AND SAFETY BREACHES

19.3.1 Without prejudice to ENEL's right to terminate the Contract as provided in Section 19.5 of these Terms, and without prejudice or waiver to ENEL's right to claim further damages, Contractor's non-compliance with any safety procedure or standard may result in liquidated damages in the form of a fine of \$1,000 for a very severe (level II) breach and \$3,000 for an extremely severe (III) breach for each occurrence. After the occurrence of three (3) of the same violations (based on the categories set forth in Appendix 3), ENEL may terminate the Contract without any prior notice to Contractor or Subcontractor. These liquidated damages are a good faith and reasonable pre-estimate of ENEL's actual damages and are not considered a penalty. These liquidated damages do not waive, satisfy, release, estop, bar, and are not in lieu of, any actual damages suffered by ENEL, or any other remedy available to ENEL as set forth in these HSE Terms, or otherwise available at Law.

19.3.2 In the case of any Accident or High Potential Incident for which the Contractor or Subcontractor is responsible, as is reasonably determined by Enel, Enel is entitled to recover from Contractor its actual damages or liquidated damages up to an amount of 2% of the total (or maximum) contract value, whichever is greater. These liquidated damages are a good faith and reasonable pre-estimate of ENEL's actual damages and are not considered a penalty. These liquidated damages do not waive, satisfy, release, estop, bar, and are not in lieu of, any actual damages suffered by ENEL, or any other remedy available to ENEL as set forth in these HSE Terms, or otherwise available at Law.

19.4 CLASSIFICATION OF ENVIRONMENTAL BREACHES

19.4.1 Without prejudice to its right to terminate the Contract, as provided in Section 19.5 of these Terms and without prejudice or waiver to its right to claim further damages, non-compliance with any environmental procedure may result in liquidated damages in the form of a fine of \$1000 for a very severe (level II) breach and \$3,000 for an extremely severe (III) breach for each occurrence. After the occurrence of three (3) of the same violations (based on the categories set forth in Appendix 4), ENEL may terminate this Agreement without any prior notice to Contractor or Subcontractor. These liquidated damages are a good faith and reasonable pre-estimate of ENEL's actual damages and are not considered a penalty. These liquidated damages do not waive, satisfy, release, estop, bar, and are not in lieu of any actual damages suffered by ENEL, or any other remedy available to ENEL as set forth in these Terms, or otherwise available at law.

19.4.2 In the case of any Environmental Event Incident for which the Contractor or Subcontractor is responsible, as is reasonably determined by Enel, Enel is entitled to recover from Contractor its actual damages or liquidated damages up to an amount of 2% of the total (or maximum) contract value, whichever is greater. These liquidated damages are a good faith and reasonable pre-estimate of ENEL's actual damages and are not considered a penalty. These liquidated damages do not waive, satisfy, release, estop, bar, and are not in lieu of, any actual damages suffered by ENEL, or any other remedy available to ENEL as set forth in these HSE Terms, or otherwise available at Law.

19.5 CONTRACT TERMINATION FOR REASONS ATTRIBUTABLE TO HSE REQUIREMENTS

19.5.1 ENEL - at its sole discretion - may terminate the Contract in case of:

- a) a Fatal/Life Changing Accident during the performance of the Contract, in which Contractor is, as determined by the accident investigation analysis carried out by the ENEL Group, primarily responsible for the Fatal/Life Changing Accident; or
- b) a Fatal/Life Changing Accident during the performance of another contract with ENEL or another member of ENEL Group by the Contractor or a Contractor Group company, in which Contractor or the relevant Contractor Group company (i) is, as determined by the accident investigation analysis carried out by the ENEL Group, primarily responsible for the Fatal/Life Changing Accident and (ii) has a negative outcome in Enel's assessment on HSE organization of Contractor and/or Contractor Group company; or
- c) Contractor fails to implement actions defined in the remediation plan (proposed by Contractor after a HSE default and validated by ENEL) within the specified time limit; or
- d) the amount of the liquidated damages applied due to Health and Safety violations reach the amount of 5% (five per cent) of the Contract's value or the equivalent amount of 20 severe breaches; or



- e) the amount of the liquidated damages applied to Environmental violations reaches the amount of 5% (five per cent) of the Contract's value or the equivalent amount of 20 severe breaches; or
- f) violations by the Contractor and/or any Subcontractor of the requirements of Law or of the Contract regarding the protection of the environment, resulting in at least one of the following consequences or anticipated consequences:
 - High widespread impact; long term or irreversible environmental-biodiversity damage
 - Non-compliance with legal or permit requirements that could result in:
 - severe fines and/or impact on licenses,
 - civil/criminal lawsuits with restriction of Enel personnel freedom,
 - civil/criminal lawsuits with liability involvement of Enel personnel,
 - Environmental Asset Shutdown,
 - Reputational issues:
 - Severe concerns among national and international stakeholders, expressed in a written communication send to ENEL,
 - Severe media opposition at national and/or international level,
 - Financial loss (all costs incurred as a result of the environmental event, i.e. fines and penalties, liabilities, immediate corrective actions, remediation plan implementation, loss of revenues, etc.) greater than \$1,000,000.

19.5.2 In the event that ENEL makes use of this contractual right, the Contract shall be immediately terminated after ENEL's written notice, without any unearned compensation and without any other prior formality nor court intervention, arbitration process or any other procedure being necessary, without prejudice of Enel's right to claim damages.



APPENDIX 1 FOCUS ON COMPLEX WORKS ACTIVITIES

1. DOCUMENT AIMS AND APPLICATION AREA

1.1 This Appendix specifies the main working roles involved and the documentation required to perform the planning, organization, and coordination of the work activities in case of Complex Work activities on Work Sites. The working roles and documentation outlined in this Appendix are mandatory for the activities execution and they shall be formally identified.

1.2 This Appendix sets forth the minimal requirements to be adopted and represent the best practice for the execution of complex work activities/construction activities. It shall be applied in compliance with any applicable Laws and country/local regulations which in any case prevail over the provisions contained in these HSE Terms.

1.3 Contractor shall comply with all the rules specified in this Appendix, for the management of interference risk. To this end, Contractor shall:

- (i) for Complex Works whose HSE coordination is under Contractor's control:
 - 1. appoint and include in its HSE Organization the HSE coordinators with roles and responsibilities as defined in this Appendix; and
 - 2. ensure that planning phase and executing phase are carried out according to the principles here defined; or
- (ii) for Complex Works whose HSE coordination is under ENEL or third-party control:
 - 1. cooperate with appointed HSE coordinators; and
 - 2. comply with requirements for the Safety Work Planning of activities

The Contract specifies which of the option above shall be adopted by the Contractor.

2. DEFINITIONS AND ACRONYMS

In the present Appendix the following definitions apply:

"Environmental Coordinator (E Coordinator)": One or more representatives, who are responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation. If not required in the Contract, the E Coordinator may be represented by the same representative for the HS Coordinator profile, if he/she is qualified for the role.

"Foreman supervisor": Person who, while having all the features of a Foreman, plays a role of general coordination of the activities by controlling the compliance of the general planning established as well as the anticipated development of the activities to be performed in the whole work.

"Handover of a work area": Action by which a work area is made available for its access and works, by informing the recipient about its conditions, safety conditions included.

"Handover back of a work area": Action by which a work area previously handed over is made available at the conclusion of certain works.

"HS Coordinator for design and planning": One person who, in the design and planning phase, is responsible for establishing the Safety Working Planning of the activities (SWP) in order to minimize the possible interference risks.

"HS Coordinator for execution and control": One person who, starting from the SWP, is responsible for the coordination between the different working groups during the execution phase, in order to minimize the interference risks.

3. PROCESS DESCRIPTION

3.1. Preliminary consideration

3.1.1 In this Appendix the main indications are provided for the management of the control of the work execution and for the management of the actions to be carried out in order to meet the prevention and protection measures needed in case of Complex Works execution.

3.1.2 For this purpose, it is essential that at any time a physical person shall be clearly identified who is responsible for the works and for the work area (handed over) managing. In Complex Works this may not be obvious and then shall be accomplished, because either different subjects are involved at the same time (on the same installation or on different installations having, however, an ambiguous identification) or different subjects succeed and/or alternate with the work responsibilities over the relevant time.

3.2. Working context and complexity

3.2.1 If the involvement, during the design/planning and/or execution and/or control phase, to a different extent, of the work ENEL and/or one or more Contractors or Subcontractors which are called to the work execution, in conjunction or not with ENEL, is considered, the working contexts where conditions of a Complex Work activity can be verified are normally the following:

- works carried out by working groups belonging to both ENEL and one or more contractors or Subcontractors;
- works carried out by working groups belonging to more than one Contractor or Subcontractor;
- works carried out by different working groups belonging to a single Contractor or Subcontractor only;
- works carried out by Personnel under one Contractor or Subcontractor but belonging to different companies; or
- works carried out by or on behalf of ENEL which can be affected by works carried out by third parties in the same Work Site or nearby areas.



3.2.2 The Complex Work activity shall be preventively planned and shall be controlled during its execution. Profiles shall be identified for the role of technical coordination of the planning (HS Coordinator for design and planning) and for the role of technical coordination of the execution and control (HS Coordinator for execution and control) of work activities, also regarding the safety purposes.

3.2.3 A Complex Work activity is developed according to the following phases:

1) "Work Planning" (WP)

Planning of the activities and related prevention and protection measures against hazards.

The WP phase normally concerns:

- identification of the Work Site (construction site);
- subdivision into work phases taking place in the same work area, at the same time or subsequently;
- identification of the specific hazards due to the different activities in the work areas or in their proximity, and subsequent management of the possible hazards interfering among different work activities;
- Identification of applicable environmental regulation;
- logistic management of the Work Site (accesses, storage of materials, etc.);
- time scheduling and duration of the different works, with a clear identification of works responsibilities;
- define appropriate handover conditions;
- identification of specific skills required for the works execution;
- identification of the machinery required for the works execution;
- identification of measures for the emergencies management;
- sharing of information with involved parties (ENEL, contractors, subcontractors);
- sharing of information with the parties operating in the same Work Site (if possible); and
- in case of access to Work Sites owned by a third part where installations belonging to ENEL are included, identification and agreement with the third part on measures for the interferences reduction at the construction site (e.g., definition of the work logistics, work timing and phases which are suitably agreed, responsibilities clearly defined, etc.).

The WP shall give preference to solutions excluding or reducing to a minimum the interferences between the different work activities (e.g., execution at different times or in work areas where the interference of hazards is minimized).

The WP is normally shared with all the involved working parties, and represents coordination of the work activities to be performed and for the identification of the prevention and protection measures, with which all the working parties involved are required to comply.

2) "Work Execution" (WE)

Execution, control, and coordination of works activities.

Once the WP phase is completed/shared, the phase of WE can be started. During this phase, works are carried out according to the plan previously established, by implementation of the provided prevention and protection measures.

If during a working phase it is found that a modification is needed of the plan previously established, this plan shall be redefined before the execution of the works concerned, after a sharing with the involved parties. In this phase, interfacing also can be necessary with the third parties working in the nearby areas in order to define additional prevention measures which were not established previously.

Depending on the work complexity, actions of periodical coordination and/or specific coordination, if it is required by the work phases, shall be carried out, e.g., at the work beginning and end and/or in correspondence of specific working phases, whether or not interference hazards are present.

During WE, the start of work activities/phases or the handover of responsibilities in their operational and safety management (between each phase or during their execution) shall occur with the Work Site under safety conditions and shall be always documented (e.g., installations handover, work areas handover, etc.) so that it is traceable who is responsible for the works and to which the work area is handed over.

3.3. Profiles involved in the process and relevant skills

3.3.1. Profiles involved in the process

The following profiles are normally identified:

1) During the WP phase:

- The profile of "HS Coordinator for design and planning" who, by consulting the parties involved in the work to be carried out, cooperates with the work planner in the definition of the activities planning and update/establishes the preventive H&S coordination planning of this work in order to reduce the interference hazard.

2) During the WE phase:

- Where it is required by the work complexity, a profile of "HSE Coordinator for execution and control" who performs, with regard to the safety purposes, an action of coordination between the different subjects taking part to the work execution, with the aim of controlling the compliance of the prevention and protection measures against the interference hazards which have been previously established. This profile can play its role periodically or punctually.



This profile is similar to the profile of "HS Coordinator for design and planning", it could be covered by the same physical person, and can work to modify the Works planning, when it is required by the activities development.

- The profiles of "E Coordinator" which are responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation. If not required in the Contract, the E coordinator can be represented by the same representative for the HS coordinator profile, if he/she is qualified for the role.
- If needed, the profile of "Foreman supervisor" who controls the compliance of the general execution planning which has been established preliminarily to the work as well as the anticipated development of the activities to be performed in the whole work, by playing a role of general coordination of the activities.
- One or, if needed, more profiles of "Foreman" who are responsible for the management of the single work activities in which the planning is subdivided, from the handover of the work area until its handover back. Besides the correct execution of the assigned activities, these profiles are responsible for the control of the compliance of the connected safety issues. This profile shall be aware of the planning contents and, if necessary, contribute to its preventive definition; therefore this profile also relates with the possible "Foreman supervisor" as concerns the general coordination of works/construction site, and with the "HS Coordinator for execution and control" as concerns the compliance of the safety measures and the interferences management. A Foreman can take the role of Foreman supervisor when the work activity under its control does not avoid him to cover this role of Foreman supervisor.

3.3.2. ***Skills of the profiles involved in the process***

3.3.2.1 The profile of "HS Coordinator for design and planning" and "HS Coordinator for execution and control" (she/he will cover the roles of coordination and control) shall have the following features:

- experience in the execution of complex work activities and in the related arrangement;
- ability of risk analysis as concerns the activities performed and assessment of the possible interferences;
- knowledge of the prevention and protection measures against the hazards and of the measures for the interferences mitigation;
- knowledge of the safety regulations and standards;
- ability of coordination and mediation between different needs and profiles; and
- assumption of responsibility and leadership in dealing with special situations.

3.3.2.2 The profile of "Foreman supervisor", besides the skills of the profile of "Foreman", shall also have the following:

- experience in the execution of complex work activities and in the related arrangement;
- ability of coordination and mediation between different needs and profiles; and
- assumption of responsibility and leadership in dealing with special situations.

3.4. **Documentation**

3.4.1 The works planning is normally synthesized in a document, the "Safety Works Planning" (SWP), tracing the contents foreseen for this phase, which is shared by the parties concerned and is drawn up preliminarily to the works execution. This document shall be issued and signed by the relevant HS Coordinator.

3.4.2 When it is allowed by the works complexity and by ENEL, the SWP document also may have simplified forms until to become a note between the parties involved in the work.

3.4.3 The coordination action, carried out by the HS Coordinator for execution and control, shall be traceable, and can be carried out by verbalized in writing meetings or even formal communication between the parties. Each safety handover and handover back of the work areas shall also be traceable by means of suitable signed documentation in order to know at any time who is responsible for the works.

3.4.5 The issued documentation, handovers included, shall be always present at the Work Site, at disposal of all the profiles involved.



APPENDIX 2 EXAMPLE OF PRE – JOB CHECK AND POST-JOB REVIEW MINIMUM CONTENT

Example of PRE – JOB CHECK and POST-JOB REVIEW MINIMUM CONTENT

The day ... / ... / ... , at ... the foreman, Mr. gathered the operators listed below, before the start of the activities on site, verified that the preliminary authorization documentation was received, the area was delivered in order to provide adequate information for the correct application of the working methods and to coordinate the phases of the activity to be carried out.

Job / activity ID (SAP code, etc.)

Site (name and address)

Type of Activity (indicate with X as recurring)

- ☐ SCHEDULED WORK
- ☐ ACCIDENTAL INTERVENTION OR FAILURE
- ☐ OTHER

Summary of the topics discussed with the Team (indicate with X if shared)

- ☐ **STOP WORK POLICY**
- ☐ **CONDITIONS FOR THE APPROACH OF THE SUPERVISOR** - procedure and forms
- ☐ **DOCUMENTATION ANALYSIS** (Work Plan, Intervention Plan, etc.)
- ☐ **PREPARATION OF THE SITE** (on roadway, not on roadway, delimitation, etc.) - from Safety Plan or similar
- ☐ **ELECTRIC RISK** (plant identification, workplace safety, grounding, equipotential bonding, etc.) - from Safety Plan or similar
- ☐ **RISK OF FALLING FROM HEIGHT** (stability of supports and products, etc.) - from Safety Plan
- ☐ **RISK OF FALLING OBJECTS** (Signaling work area, do not stop or pass under areas where you are working at height, do not position yourself under or near suspended loads, install any auxiliary systems to contain loads or objects, etc.) - from Safety Plan or similar
- ☐ **OTHER RISKS** (load handling, fall from same level, investment, environmental, noise, vibrations, etc.) - from Safety Plan or similar
- ☐ **SPECIFIC RISKS ON SITE** (specify in detail below) - from on-site analysis
- ☐ **ATTRIBUTION OF TASKS TO EMPLOYEES** (operational phases, "who does what, how, when", etc.) - from Safety Plan or similar
- ☐ **KNOWLEDGE OF THE WORK TO BE PERFORMED AND OF THE WORKING METHODS** - from Safety Plan or similar
- ☐ **HUMAN BEHAVIOUR** (activities carried out by people with special qualifications, etc.) - from Safety Plan or similar + Methods
- ☐ **SPECIAL VEHICLES AND EQUIPMENT** (completeness checks, efficiency, behaviors and cautions to be adopted, etc.) - from equipment booklets + Safety Plan + Methods
- ☐ **VEHICLES OF ACCESS AT WORK AT HEIGHT** (self-basket, ladders, brackets, crampons etc.) - from equipment booklets + Safety Plan + Methods
- ☐ **HANDLING OF LOADS WITH SPECIAL VEHICLES** (cranes, slings, etc.) - from equipment booklets + Safety Plan + Methods
- ☐ **ENVIRONMENTAL RISKS**
- ☐ **COLLECTIVE PROTECTION EQUIPMENT** (completeness, efficiency, etc.) - from Safety Plan, Methods
- ☐ **INDIVIDUAL PROTECTION EQUIPMENT** (completeness, efficiency, etc.) - from Safety Plan + Methods
- ☐ **EMERGENCY / FIRST AID MEASURES** (verification of the presence on site of the persons in charge on the SOP, fire extinguisher, PS package, cellular coverage, absorbers kit, etc.) - from Safety Plan + Methods
- ☐ **NEAR MISS RECORDING** (reports to the Person in charge in the event of serious and imminent danger or at the end of work) - From Forms and procedures

Any notes from the FOREMAN and / or operators

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☐ Coordination (any coordination actions necessary to access third party sites or SCP, interference with other teams or activities with risks, etc.)

.....

.....

☐ Possible shift rotation of the supervisor or temporary

.....

.....

☐ Specific site risks in addition to the risks already identified in the SOP, and related

.....

	Name and surname	legible signature	assigned tasks	PPE
Forman				
Employee 1				
Employee 2				
Employee 3				
Employee 4				
Employee 5				

POST JOB REVIEW

ISSUES EMERGED DURING AND / OR AFTER OPERATING ACTIVITIES

Situations that emerged during the work phase

Environmental context: This part describes the type of activity and is strictly BL-dependent

Exterior City Countryside Public road Private road

Plant xx

1. Brief description of the event / context relevant to security identified during the activity and worthy of generalization / discussion

.....

.....

.....

Risks associated with the event / context (only if different from those already listed in the Pre-Job Check):

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.....

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2. Corrective action implemented in the field and further generalization proposals:



3. Hypothesis for classifying the problem identified:

Working methods Equipment Equipment / Plants Design organization Other

Linked to Near Miss

Place and Date:
Signature

Foreman's



APPENDIX 3 – H&S BREACHES

CATEGORY	BREACH	SEVERITY
<u>General provisions</u>	Supply, consumption, or possession of alcoholic or psychotropic substances	III
	Failure to request from Enel the authorization for subcontracting	III
	Failure to control and manage the Subcontractors during the work execution	III
	Non-compliance with the no-smoking policy	II
	Violations of contractual obligations on authorization and identification of personnel and any third parties	II
	Failure to: <ul style="list-style-type: none"> timely notify ENEL of any fatal or life changing accident that occurred in other activities not assigned by ENEL and related to defect or misuse of equipment, machinery, or installations if they are the same or of similar typology of those used within the activity carried out for ENEL Apply the same corrective/improvement actions defined for the Work Site where the accident occurred also to the activities carried out for ENEL 	III
	Failure to provide any information/documentation necessary to complete the Safety Accident Analysis carried out by ENEL (Group of analysis)	III
<u>H&S Events communication and analysis</u>	Failure to communicate immediately (within 24 hours) to ENEL any Safety Accident or First Aid that occurs during the execution of the Contract	III
	Failure to submit a written investigation report to ENEL for any Safety Accident or First Aid that occurs during the execution of the Contract within 5 calendar days from the occurrence	III
	Failure to submit a written investigation report for any Near Miss and Safety Observation that occurs during the execution of the Contract every month	II
	Failure to immediately (no later than 4 hours) communicate to ENEL any evidence related to inspections carried out by Government Authorities also in case of sanctions applied related to the execution of the Contract and the relative actions carried out or planned in agreement with the authorities aimed at restoring legal compliance	III
<u>General Risk</u>	<ul style="list-style-type: none"> While performing the activity, workers are not focused on the task and not concentrated to proper job execution without distraction or rush Communication among workers during work execution is not accurate and effective Potential problems or issues are not discussed within the team to identify a shared solution or the approach to follow. Workers don't preserve a questioning attitude stopping the task execution when facing unfamiliar or unexpected situations Elementary behavioral norms are not fulfilled when walking (e.g. with at least one hand free, no bulky loads that reduce vision, no running, no jumping steps, use handrails while using fixed stairways) Especially for Work with entrapment risks and or electrical risks, necklaces, bracelets, rings, long hair collected and clothing not adhered to the body are worn 	I
	Workers within the work area are not clearly identified and they don't coincide with the roles and names authorized listed in the work documentation (areas delivery, registers, permit to work, etc.)	II
	Failure to supervise Works: <ul style="list-style-type: none"> Activities where continuous presence of the foreman is required (e.g. confined spaces): the foreman/attendant is not identified and present on field Activities where continuous presence of the foreman is not required: the foreman is not identified and is not able to ensure adequate supervision 	III
	The workers do not have the professional profile, qualification/license, skills, and competences required for the work in progress	III
	The RISK ASSESSMENT is not available and does not correspond to the activities and the context/work conditions for which it is executed	II
	The PRE-JOB CHECK is not carried out, documented, and available for consultation, consistent with the activity, and worker comprehension of its content and signatures are not verified	II
	Authorization DOCUMENTATION required (e.g., Work Order/Permit to Work/Area plant delivery, etc.) is not issued, available, complete, managed, and respected	III
	WORKING PROCEDURES/METHODS are not available and do not correspond to the activities executed, in execution, or to be executed The working procedures/methods are not clear (e.g. language used in the documentation must be understood by all workers) Workers don't know the work procedures to adopt	II
	The Lock-Out Tag-Out (LOTO) procedure is not applied and, in the presence of more than one activity on the same systems, it does not provide for multiple blocks	III
	Any personnel involved in the activity don't know or understand "STOP WORK POLICY"	I
	The activities with exposure to GENERIC RISKS [different from the specific risks reported in the other questions (e.g. electric work, work at height, confined spaces, etc.)) are not carried out according to relevant work	III



	documentation, company work procedures, and contractual terms and requirements. PPE for protection against GENERIC RISK (e.g. high-visibility reflective clothing/PPE, clothing against mechanical risks) for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and/or are not in compliance with the safety measure resulting from risk assessment performed and Procedures	
	<ul style="list-style-type: none"> The EQUIPMENT/TOOLS available in the work area for the activities or in use are not authorized, in good condition, without self-modification or self-repairation, certified, and/or are not checked periodically according to the manufacturer's instructions They are not equipped with guards/barriers/protections to prevent contact with moving/rotating parts or material projections or they are not intact and functional Referring to ongoing activities, equipment/tools are not properly used according to operating procedures and instructions provided by the manufacturer If EQUIPMENT/TOOLS are not being used, appropriate measures/devices must be implemented to prevent accidental movement or unauthorized use 	II
	<ul style="list-style-type: none"> VEHICLES/MACHINES and related accessory (for transport of goods or people, operating machines, lifting machines, earth moving machine, elevating work platforms, etc.) are not certified and authorized, adequate for the job, well maintained, undamaged, without self-modification or self-repairation, functioning, or not checked before use and verified according to the periodic legal and manufacturer requirements MACHINES are not equipped with: <ul style="list-style-type: none"> A. signaling/warning devices, visual and/or acoustic system, and safety/emergency devices (such as emergency) and such devices and systems are intact and functional B. Guards/barriers/ protections to prevent contact with moving/rotating parts or materials projections and such devices are intact and functional Referring to ongoing activities, vehicles/machines are not correctly used, installed, and stable placed on the ground If VEHICLES/MACHINES are not being used, appropriate measures/devices must be implemented to prevent accidental movement or unauthorized use 	III
	<ul style="list-style-type: none"> WORKPLACES are not maintained in such clean condition Substances/materials storage is not adequate. Loads are not correctly stacked and/or fixed to prevent their slipping or falling, or prevent the maintenance of a free pathway Warehouses and shelves are not in good condition and do not provide a healthy and ergonomical workstation for the activities to be performed Restrooms and other dedicated areas are not available for worker's rest Electrical systems, HVAC system, and sanitary installations are not in good condition and properly working 	I
	The WORKSITE is not delineated (also towards third parties), provided with suitable signs, clearly visible, and/or illuminated. If the site is located on a roadway, it does not comply with the highway code. When applicable, the signs does not include the requested data on contract and authorizations. Measures are not taken to prevent access by unauthorized persons both during work and during the suspension of activities (e.g. access control, physical barriers). Instructions, prescriptions, prohibitions, warnings, and information, provided by safety and supplementary signs, are not observed and applied	II
	Workers don't maintain SAFETY DISTANCES from the LINE OF FIRE (e.g. in case of moving objects, vehicles and machinery)	III
	Application software (e.g. APP5RO, e-PTW, IUP, In Check, In Gen) requested by ENEL and provided to follow the procedures and perform activities safely are not used and managed properly	II
	Manual type works (e.g. manual handling of loads, carpentry work in general) are not carried out in accordance with ergonomic principles	I
	WEATHER CONDITIONS are not suitable for performing the planned activities. If required, specific weather monitoring systems and communication procedures are not implemented to manage risks arising from changing weather conditions. (For extreme temperatures, please refer to the item related to "Thermal Stress")	I
	The DISCONNECTIONS of all possible power sources has not been made	III
Electrical Risk	Disconnection of LOCKING DEVICES is not effectively applied and signaled (Control Lock, Personal Lock, Tags)	III
	The specific check to verify the ABSENCE OF VOLTAGE has not been carried out	III
	The required GROUNDING and SHORT-CIRCUIT devices has not been applied correctly on the working area	III
	The required EQUIPOTENTIAL/CONTINUITY devices has not been correctly applied	III
	Protection of the possible ADJACENT LIVE PARTS (distance, barriers, etc.) and of the work area has not been carried out	III
	The activities with ELECTRICAL RISKS (dead line or live line) are not carried out according to standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements. During work activities, SAFE DISTANCES from overhead power lines are not maintained and ensured through specific, identified, and documented measures.	III



	<ul style="list-style-type: none"> PPE and CPE for protection against ELECTRICAL RISK for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and not in compliance with the safety measure resulting from risk assessment performed and procedures. Referring to ongoing activities and when required, PPE and CPE are not worn/used correctly and according to the manufacturer's instructions 	III
	<ul style="list-style-type: none"> The tools/equipment to manage ELECTRICAL RISK for the current/observed activities (in use, to be used, already used or in any case available on sites) are not efficient and suitable (complete, intact, and marked/certified/verified in accordance with Legal and standard references) Referring to ongoing activities, they are not correctly used/installed 	III
	<p>When the Personal Voltage Detector (PVD) is required, for the current/observed activities (in use, to be used, already used or in any case available on sites) is not efficient and suitable (complete, intact, marked/certified/checked before use).</p> <p>Referring to ongoing activities, PVD is not worn/used correctly, according to the manufacturer's instructions</p>	III
	<p>FIXED OR MOBILE ELECTRICAL INSTALLATIONS are not realized in compliance with standard references and in conformity with the requirements for the type location (e.g. construction sites, restricted conductive locations, areas with fire or explosion hazards). The installations are not complete, intact, and marked/certified/verified in accordance with Legal and standard references.</p> <p>Electrical installations are not provided with suitable and certified protection systems required (e.g. for overcurrents, against direct and indirect contacts)"</p>	III
<u>Fall from Height Risk</u>	<p>PPE and CPE for WORK AT HEIGHT protection for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and not in compliance with the safety measure resulting from risk assessment performed and applicable procedures. Referring to ongoing activities and when required, they are not worn/used correctly</p>	III
	<ul style="list-style-type: none"> The EQUIPMENT FOR ACCESS AT HEIGHTS (e.g. ladders, brackets, crampons, mobile scaffolding) available in the work area for the activities is not authorized, in good condition, without self-modification or self-reparation, certified, and periodically checked according to the manufacturer's instructions For on-going activities, the equipment is not positioned, installed, fixed, secured, and used correctly, according to the manufacturer's instructions SCAFFOLDS are not assembled, disassembled, or modified by qualified personnel following the plan/project. They are not correctly used and the equipment has not been checked before the assembly and periodically during use according to Legal and standard references. 	III
	<ul style="list-style-type: none"> For works on poles, pylons, wall, rooftop, etc. the integrity/stability/strength analysis of the support or anchoring structure has not been carried out before starting the work and the relevant documentation is not present In case of works on rooftop it's necessary to verify that it can support the load in case of works with ladder or the suspended load in case of use of anchors Reinforcement systems such as bracing are not applied, when required by the results of the job safety and preparation analysis 	III
	<p>All other expected and standard prevention measures referring to risk of work at height and not reported in the previous items, which have been defined by standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements, are not implemented</p>	III
<u>Falling Objects/Impact with object</u>	<ul style="list-style-type: none"> The activities with risk of FALLING OBJECTS (for lifting and pulling activities, please refer to the specific item) are not carried out according to standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements The equipment/materials used for work at height are not secured against falling (e.g. by using suitable work belts, lanyards, special containers, etc.) Tools or equipment are stored near the edges, on railings, or high surfaces. The resulting materials are not cleaned and removed regularly The work area is not properly managed with regard to the risk of FALLING OBJECTS. An identification and signalization of the area at risk has not been carried out and the site is not in compliance with the prohibition of vehicles/persons passing under the falling trajectory 	III
	<p>The LIFTING AND PULLING ACTIVITIES are not carried out according to standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements (e.g. Not in compliance with Lifting Plan, suspended, transported, or lifted loads are not controlled by guide ropes, are not properly secured/slung; any containers used are not fit for purpose; the area identified for LIFTING AND PULLING activities is not adequate in terms of space and ground conditions as evaluated (e.g. Risk assessment, Lifting Plan, Pre-Job Check, relevant work documentation)</p>	III
<u>Interference Management</u>	<ul style="list-style-type: none"> INTERFERENCES with other activities, power lines, machines, vehicles, etc. are not well managed according to the available documentation When required (e.g. for excavation activities), presence of existing Enel or third parties overhead or underground lines, facilities, pipelines as well as explosive devices and other interfering items has not been identified and evaluated When required (e.g. low visibility, presence of interferences, presence of overhead power lines nearby, etc.), the movements and/or operations of machinery are not supported by a dedicated person (spotter/signaler). In cases of road works, where required (e.g. where the occupation of the roadway forces an alternating one- 	III



	way direction that cannot be managed visually by signage) the traffic is not directed by trained flaggers	
	<ul style="list-style-type: none"> In case of COMPLEX WORK (as described in Section 16) the coordination and supervision duties are not managed as for the approved Procedure and are not formally documented in files available on-site (e.g. Coordination Report) The participation in COORDINATION MEETINGS is not performed and documented, if requested 	II
<u>Entrapment</u>	The activities with risk of entrapment (e.g. excavation activities) are not carried out according to standard requirements, relevant work documentation, company working procedures, and contractual terms and requirements (e.g. avoiding the risk of collapse of structures/grounds)	III
<u>Chemical Risk</u>	<ul style="list-style-type: none"> The activities with exposure to chemical risk are not carried out according to relevant work documentation, company work procedures, and contractual terms and requirements The chemical substances/preparation available in the work area are not authorized, in a suitable packaging for the type of substances/preparation, and not provided with Safety Data Sheet (updated and made available to workers) The handling, storage, and use of the substances/preparation is not carried out in accordance with the provisions of the safety data sheets and procedures (including PPE) 	II
<u>Fire Risk</u>	HOT WORK activities and in general WORKS WITH EXPOSURE TO RISK OF FIRE are not carried out according to standard requirements, relevant work documentation, company work procedures and contractual terms and requirements (e.g. fireproof curtains are in use during welding activities, the hoses, cylinders and other components are in good condition, clean and free of oil and grease, absence of cracks, cuts, burn points. Color distinction and valves against gas and flame backflow are implemented. The clamps are adequate and properly secured)	II
	The area involved in the hot work/fire work is not free from combustible materials and machinery and equipment containing or that have contained combustible materials were not subjected to gas free before the hot works were carried out	II
	The WELDING fumes are not aspirated through a suitable extraction system to ensure adequate ventilation	II
	Combustible/explosive materials transported by specific vehicles or stored are not authorized, in suitable areas away from sources of heat or ignition, or the tanks are not fixed to prevent overturning or damage. The handling or use is not made in accordance with the provisions of the procedures	II
<u>Explosion Risk</u>	If during the execution of the work there is the risk of the formation of EXPLOSIVE ATMOSPHERE or an increase in the level of risk, the concentration is not continuously controlled by explosimeters efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and is not in compliance with the safety measure resulting from risk assessment performed and applicable procedures. Explosive atmospheres are not maintained correctly and in compliance with the safety measure resulting from risk assessment performed and applicable procedures.	III
	<ul style="list-style-type: none"> In potentially explosive atmospheres, the equipment or tools introduced or used are not suitable for the type of area classification Equipment/tools are not suitable for the type of classification of the area at risk of forming explosive atmospheres 	III
<u>Confined Spaces</u>	<ul style="list-style-type: none"> Monitoring of the atmosphere before entering the confined space is not carried out in accordance with the Work and Emergency Plan. Specific gas detectors to be used in environments with risk of contamination from one or more substances, are not available, efficient, and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) or are not in compliance with the safety measure resulting from risk assessment performed and Procedures In case of places with inadequate air exchange, there is not a forced ventilation system (complete, intact, marked/certified/verified in accordance with Legal and standard references) and is not in compliance with the safety measure resulting from risk assessment performed and applicable procedures 	III
	PPE and CPE (e.g. self-breathing equipment) for the activities are not available, efficient, and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and applicable procedures	III
	All other expected and standard prevention measures referring to confined spaces and not reported in the previous items, which have been defined by standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements, are not implemented (e.g. communication among workers, lighting system)	III
<u>Noise Risk</u>	Where practicable, control measures have not been put in place to reduce the risk of hearing loss where noise levels > 85dB(A)	II
	PPE and CPE for HEARING protection for the current/observed activities (in use, to be used, already used or in any case available on site): are not available, efficient, and suitable (complete, intact, marked/certified/checked before use) or are not in compliance with the safety measure resulting from risk assessment performed and applicable procedures.	III
<u>Cut</u>	<ul style="list-style-type: none"> The activities with exposure to risk of CUT are not carried out according to relevant work documentation, company work procedures, and contractual terms and requirements PPE/CPE and Clothing for CUTTING protection for the current/observed activities are not available, efficient, and suitable (complete, intact, marked/certified/checked before use) or are not in compliance with the safety measure resulting from risk assessment performed and applicable procedures PPE/CPE is not correctly used, according to the manufacturer's instructions 	II



<u>Fluid/Material Projection</u>	<ul style="list-style-type: none"> The activities with risk of projections are not carried out according to standard requirements, relevant work documentation, company working procedures, and contractual terms and requirements The temporary pressure pipes are not laid along protected paths and the necessary joint protections are not installed PPE and CPE requested for protection against fluid pressurized or materials projections are not available, efficient, and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and applicable procedures 	III
<u>Drowning Risk</u>	The activities near water (e.g. rivers, lakes, artificial lakes) or diving activities, causing exposure to risk of drowning, are not carried out according to relevant risk assessment, work documentation, company work procedures, and contractual terms and requirements. Specific measures resulting from the drowning risk assessment are not taken (e.g. decompression time for diving, not execution of alone work activities, PPE/CPE)	III
<u>Thermal stress Risk</u>	The activities with unfavorable environmental conditions (e.g. high or low temperatures), which cause exposure to thermal stress risk are not carried out according to relevant risk assessment, work documentation, company work procedures, and contractual terms and requirements. Workers are not aware of the work procedures to be adopted	II
<u>Thermal contact Risk</u>	For activities NEAR HOT PARTS (e.g. machinery, equipment, piping), work is not carried out in accordance with safety measures resulting from the risk assessment carried out and the applicable procedures. Specific measures resulting from the risk assessment of thermal contact are not taken	II
<u>Other risk typologies</u>	<ul style="list-style-type: none"> The activities relevant to other risks typologies different from those already indicated (e.g. biological risk, ionizing radiation risks) are not carried out according to standard requirements, relevant work documentation, company work procedures, and contractual terms and requirements. PPE and CPE requested for the activities are not available, efficient, and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) or are not in compliance with the safety measure resulting from risk assessment performed and applicable procedures. 	III
<u>Emergency Management</u>	Emergency Plan/procedures/instructions are not available on the worksite, suitable for the type and context of the works, updated, and complete (including the designation of workers in charge of first aid/fire-fighting). Workers don't know the emergency procedures to be adopted	III
	When applicable the Emergency Plan is not posted (e.g. at the entrance of the confined space), doesn't contain all the legal and standard information required which are not known by all workers, and is not periodically updated	I
	Works with exposure to the following risks: electrical, drowning, confined spaces, fire/explosion, and chemical. All the emergency measures (e.g. rescue devices for confined spaces and underwater works, self-breathing equipment for confined space/chemicals, fire-extinguisher for hot works or electrical works) which have been defined in emergency plan/procedures/instructions are not implemented, suitable, efficient, and are not periodically reviewed	III
	Work with exposure to the other risk typologies. All the emergency measures defined in emergency plan/procedures aimed at ensuring timely communication and intervention are not implemented, suitable, efficient, and are not periodically reviewed	II
	For all risks typologies: First aid kit is not available, periodically checked, and maintained/refurbished	I
	If employees WORK ALONE and isolated, a device of communication is not implemented to enable employee to call for help in case of emergency. Workers are not trained for its use and don't know the emergency procedures	II



APPENDIX 4 – ENVIRONMENTAL BREACHES

CATEGORY	BREACH	SEVERITY
General provisions	Forgery of documents required by Law relating to environmental issues	III
	Violations of contract obligations on subcontracting and/or failure on the subcontractor's management	III
	Execution of the activities without all the necessary authorizations regarding environmental aspects (e.g. permitting and authorization documentation)	III
	Activities carried out in violation of ENEL's internal Environmental Systems rules or contractual environmental clauses. (e.g. Environmental Plan, risks assessment, pre job check, emergency plan)	II
	Failure to provide and maintain environmental liability insurance to cover environmental responsibilities (if required by Contract)	II
	Employment of Personnel without professional profiles/qualification/training to understand and execute all requirements and regulations relating to environmental protection that are applicable to perform the Contract	III
	Inadequate know-how and/or training of Personnel on environmental procedure, method, and risks of the specific workplace to execute all requirements and regulations relating to environmental protection	II
	Failure to submit environmental reports according to the applicable deadline(s) and/or failure to provide any information/documentation necessary to complete the Environmental Event Analysis carried out by ENEL (Group of Analysis)	II
	Failure to participate in coordination meetings (if required according to environmental legislation or required by contract)	I
	Inadequate work organization, management, and/or cleanliness of the workplace	II
Event reporting	Failure to immediately take adequate mitigation measures in case of environmental event/damage	III
	Failure to immediately communicate to ENEL any evidence/documentation related to checks and inspections carried out by Government Authorities and, in case of infringement, the actions carried out or planned in agreement with the authorities aimed at restoring legal compliance	III
	Failure to communicate immediately to ENEL (and/or to the authorities when it is required) any environmental event that occurs during the execution of the Contract and that requires reporting to the authorities	III
	Failure to communicate immediately to ENEL any environmental event that occurs during the execution of the Contract and that does not require reporting to the authorities	II
	Failure to submit a written report of the environmental event including its causes and the measures taken for the management and resolution of the event within a maximum of 24 hours	II
	Failure to submit a written notice of any Environmental Near Miss within 3 calendar days	I
Compliance – Air Emission	Execution of the activities without: a) authorization for air emission, or b) implementation of preventive or operative measures necessary to comply with limits stated by the authorization or the applicable regulation	III
Compliance – Water protection	Execution of the activities without: a) authorization for waste water discharge, or b) implementation of the preventive or operative measures necessary to comply with limits stated by the authorization or the applicable regulation	III
	Use/suction of unauthorized water	III
	Reiterated or systematic use/suction of water above the allowed limit capacity	II



Compliance – Soil protection	Lack of preventive measures aimed to prevent soil contamination (e.g. Mixer truck washing, containment tanks for diesel tanks)	I
	Protection measures are not correctly adopted to mitigate any spill of oil or other pollutants	I
	The excavated materials are not properly stored and managed in compliance with the authorization or applicable regulation	II
Compliance – Waste	Waste management without authorization or not in compliance with Law/Regulation	III
Compliance – Others	Execution of the activities not in accordance: a) with authorization, or b) with implementation of the preventive or operative measures necessary (including proper documentation) to comply with applicable Law regarding environmental matrices: air emission (e.g. dust from vehicles GHG or conditioning gases, etc.), water discharge (e.g. domestic waste water and storm water discharge), waste management (e.g. characterization, temporary waste storage, segregation, etc.), soil usage, non-Hazardous Substances management, noise and vibration emission, vegetation management, biodiversity, protected areas, archaeological sites, Personnel specific qualification, etc.)	II