



HEALTH, SAFETY AND ENVIRONMENTAL TERMS



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1 SCOPE

1.1 These Health, Safety and Environmental Terms (the “HSE Terms”) govern the Parties obligations in connection with health, safety and environment matters of the Contract (as defined below).

1.2 During the Supplier Qualification Process, the supplier accepts the obligations of these HSE Terms. All these obligations will be applied only when specific Contract are signed and the HSE Terms will be included in the contract documents.

2 RECITALS

2.1 This document provides Contractors with essential information on significant health, safety and environmental aspects that the Contractor and Subcontractors shall address during their activity on behalf of ENEL.

2.2 Contractor and Subcontractors shall use this information to develop a 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, promoting best practice in Health, Safety and Environmental management. Every requirement included in this document must be implemented when the specific hazard exists.

2.3 The information reported in this document shall be considered as contract conditions and if these conditions are not met by Contractors and/or its Subcontractors, consequences as per Section 19 herein are applied by ENEL to Contractors. For Subcontractors, ENEL request to the Contractors to have the same contractual conditions and the evidence of sanctions application.

2.4 For ENEL, the protection of health, safety, environment, physical and psychological integrity of persons, is not only a legal obligation but a moral responsibility, towards its employees and its contractors.

2.5 In ENEL, no work can be done compromising safety and environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behaviour will determine the suspension of work and the restoration of safety and environmental conditions.

2.6 The “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy” can be found at the following addresses:

<http://globalprocurement.enel.com>, in the section “Useful Documents” and

<https://corporate.enel.it/en/company/policy-environmental-enel>

2.7 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environment protection, promoting a greater focus and awareness of the risks and encouraging responsible behaviour on the part of those who work with us and for us.

2.8 Moreover, ENEL’s strategy is not confined merely to the evaluation of environmental impacts but also aims to involve people working with ENEL, promoting environmental best practices for its suppliers, contractors and customers, in order not to merely meet legal compliance obligations but actually to exceed them.

3 DEFINITIONS AND ACRONYMS

“Accident”: Incident that has given rise to injury, with absence from work of at least one day¹, excluding the one of the occurrence.

“Affiliates”: with respect to any legal entity, any 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.

“Asset”: any workplace, construction site or object Enel owns, installs or operates, directly or through contractors and subcontractors.

“Commuting Accident”: Accident that occurs during the direct transfer/journey from the employee’s home to Work Site and vice versa, or when no company canteen is available, during the journey to and from the area where meals are consumed.

¹ In Countries where local regulation requires that the prognosis shall be defined only the day after the accident, the absence from work is counted starting since the day the prognosis was released, excluding the day of the event (e.g. if the event happens on day 1 and prognosis is defined on day 2, with return to work on day 3, the event is classified as medication and not as Accident).



“Complex Work”: a work activity involving (or performed by) more than one party (ENEL/Contractor) - which may or may not work simultaneously at the Work Site - or more than one working group of a single party (ENEL/Contractor), and depending on (but not necessarily in order of importance):

- o number of workers at the Work Site,
- o number of specific work activities at the Work Site,
- o complexity of involved installations and/or construction sites,
- o extension of Work Site,
- o total duration of the work activity,
- o equipment and operational tools used for the work execution,
- o proximity for presence of third parties.

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

“Contractor” or “Counterparty”: natural or legal person or groups of the latter with whom ENEL signs contracts for works, services and supplies.

“Control”: with respect to any legal entity, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such legal entity, whether through the ownership of voting securities by contract or otherwise.

“ENEL”: 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”: an event occurring in an asset with the potential to impact or impacting the environment and/or the organization due to environmental issues.

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

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

“Fatal Accident”: an Accident that has caused the death of a person.²

“First Aid”: an injury-causing event that involves a medical treatment in a medical facility or the use of a first aid kit, with return to work no later than the day after the accident.

“Foreman”: 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.

“Frequency Rate”: (number of Accidents/worked hours) x 1.000.000.

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

“Hazard”: a source with a potential to cause injury and ill health. 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.

“Hazardous Material”: 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 Materials 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-excluding, however, common maintenance and cleaning substances.

“High Potential Incident”: an Incident that did not cause a Fatal Accident nor a Severe Accident nor a Significant Accident, but it could have.

“HSE”: Health, Safety and Environment.

“HSE Requirements”: ENEL Technical Specifications included in the Contract, legal and other HSE requirements applicable in the Country.

“Incident”: an unplanned and undesired event in which an injury or ill health occurred or could have occurred.

“Injury and Ill Health”: an adverse effect on the physical, mental or cognitive condition of a person. These adverse effects include 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”: a work activity where different subjects (ENEL /contractors) work at the same Work Site:

² It includes Incidents causing the death of the injured person within 180 days (causal link with the incident to be ascertained).



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

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

“Minor Accident”: an Accident that is not Fatal, nor Severe, nor Significant, with absence from work of at least one day³.

“OHS”: Occupational Health and Safety.

“OHSE”: Occupational Health, Safety and Environment.

“Parties”: jointly ENEL and Contractor/Subcontractors.

“Personnel”: any individual performing activities related to the Contract that are under the control of the Contractor or of a Sub-Contractors regardless of the particular legal arrangement for such activities (i.e. whether employees, individuals working as independent contractors, agents, representatives etc.).

“Procurement Portal (Open Suppliers Portal)”: Web-site section of Enel Group Portal, dedicated to suppliers.

“Requirement”: a need or expectation that is stated, generally implied or obligatory. “Generally implied” means that it is custom or common practice for the organization and interested parties that the need or expectation under consideration is implied. A specified requirement is one that is stated, for example in documented information.

“Safety Observation”: an identification of an unsafe behaviour or hazardous condition that could lead to an Incident.

“Safety Near Miss”: an Incident that did not result in injury or ill health but had the potential to do so.

“Severe Accident”: an Accident that has caused the permanent or temporary disability with absence from work, falling into one of the following categories:

- o first prognosis, reported on the first medical certificate issued, of over 30 (calendar) days,
- o guarded prognosis, until the injured employee is removed from the hospital/emergency room danger list,
- o unknown prognosis estimated to be over 30 (calendar) days.

“Severity Index”: (number of lost days/worked hours) x 1.000.

“Significant Accident”: an Accident not classified as “Severe” but that has caused the injury/trauma listed below:

- o injury to a vertebrae / pelvis fracture,
- o cranial trauma,
- o any trauma caused from fall from height,
- o burns of 2nd and 3rd degree / Any burn caused by electrical event,
- o health implications as a result of asphyxiation or poisoning,
- o loss of limbs or other mutilation,
- o cardiac and respiratory arrest (associated with work activity).

“Stop work”: an event where ENEL “Stop Work” policy, or equivalent policy, have been applied.

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

“Supplier Qualification Process”: Enel procurement process, relies on qualified suppliers for works, goods and services, able to ensure adequate levels of reliability and quality.

“Supplier Qualification System”: the Enel system for selection and evaluation of suppliers aimed to have contractors able to ensure adequate levels of reliability and quality.

“Work Site”: any site, office, workplace or area where a work, supply of components, equipment or material or service activity is to be, is being, or has been carried out by Contractor on behalf of ENEL.

“Worker”: see Personnel.

³ In Countries where local regulation requires that the prognosis shall be defined only the day after the accident, the absence from work is counted starting since the day the prognosis was released, excluding the day of the event (e.g. if the event happens on day 1 and prognosis is defined on day 2, with return to work on day 3, the event is classified as medication and not as accident).



4 LANGUAGE

4.1 The original version of this HSE Terms is in English, with exception of contracts that apply Russian, Romanian and Brazilian legislation, for which the original version is the one in local language. In the case of conflicts between the original version and the translations into other languages, the original version shall have precedence.

5 GENERAL OBLIGATION ON OCCUPATIONAL LAW, HEALTH, SAFETY AND ENVIRONMENT

5.1 CONTRACTOR HSE WARRANTIES

5.1.1 Contractor warrants that:

- a) the information provided by it to qualify as a vendor to Enel S.p.A. or its Affiliates and to enter into the Contract, including in particular information on its HSE performance and qualifications, was true and correct when given, and that no material change has rendered that information substantially incorrect or misleading,
- b) it has in place, or will timely put in place, adequate management systems, procedures, and practices and adequately qualified Personnel to ensure that it 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, and to this end Contractor shall:

- a) comply with applicable Law in matters of social security, health and safety at work, and protection of the environment,
- b) comply with any applicable permits related to the Work,
- c) comply with these HSE Terms 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 S.p.A. and its Affiliates, namely, the "Declaration of Commitment to Health and Safety", "Stop Work Policy" and "Environmental Policy" applied by Enel S.p.A. 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 project on HSE risk prevention and mitigation),
- f) give immediate 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 elements 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 health, safety and the environment, the Contractor remains liable for any health, safety or environmental damage caused by its, its personnel or its subcontractors' fault or breach of Contract.

5.3 SPECIFIC HSE OBLIGATIONS

5.3.1 Contractor shall use Personnel employed in accordance with applicable Law and shall put procedures in place to ensure timely payment of its Personnel's remuneration and all taxes, insurance, pension and social security contributions related to such Personnel, as required for by Law and or by any applicable collective bargaining agreement. For the avoidance of doubt, as stipulated in the Section 3, the term Personnel includes the Personnel of Sub-Contractors, to the effect that, to the extent that Contractor, in accordance with Contract provisions, uses Sub-Contractors in the performance of the Contract, this Section requires that Contractor have procedures in place to ensure that any Sub-Contractors observe the obligations of this Section with respect to the Sub-Contractors' Personnel.

5.3.2 Contractor shall observe all the health, safety and environmental rules for each Work Site, including emergency plans. To this end, Contractor shall ensure that it has:

- (i) for Work Sites under Contractor's control, established and communicated adequate health, safety and environmental rules to all persons present at any time at the Work Site and put in place adequate procedures for monitoring and enforcing compliance with such rules by all such persons, or



- (ii) for Work Sites under ENEL or third-party control, obtained, reviewed and communicated to its Personnel the health, safety and environmental rules applicable to such Work Sites, and put 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 Contractor 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 perform its own control to identify its Personnel entering the Work Site.

5.3.4 During mobilization to a Work Site, or within or between Work Sites, Contractor's Personnel shall always respect applicable traffic code, use the seat belts (or helmets in case of bicycle or motorcycle) and drive safely. Without prejudice to any higher qualification required as a result of a risk assessment or required by Law, any driver shall have at least one year's experience driving an equivalent vehicle.

5.3.5 At all Work Sites it is forbidden to smoke (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) engage in disturbances such as fighting, illicit destruction of property etc.

At Work Sites under Contractor's control, the Contractor must immediately and definitively remove from the Work Site any person found to violate items (a), (b), or (c) 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), or (c) of this Section 5.3.6.

6 HEALTH AND SAFETY PLAN

6.1 REQUIREMENTS

6.1.1 The Contractor shall deliver to ENEL, prior to commencement of Contract activities (and keep updated, for the whole Contract duration), specific Health and Safety risk assessment and management plan ("H&S Plan") on all the activities concerned with Contract performance, identify and implement prevention and protection measures.

6.1.2 The Health and Safety Plan shall be carried out in accordance with local Law, if any, and/or on the basis of the logic outlined in Section 6.2, and/or according to ISO 45001 standard (or equivalent standard, in this case ENEL reserves the right to approve the method), 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 HEALTH AND SAFETY PLAN

6.2.1 To carry out the risk assessment Contractor shall take into consideration, including but not limiting the following conditions and risks:

- o existing Work Site Health and Safety rules for Work Sites under ENEL or third-party control,
- o Work Site conditions (including environment aspects and impact on H&S),
- o Work Site boundaries conditions (including environment aspects and impact on H&S),
- o works activities normally performed by Contractor, including preparatory activities and commuting/travel,
- o cooperation with other contractors appointed by ENEL and possible impact/interference on its Contract performance,
- o works related hazards and risks (one or more) of each activity, including but not limiting:
 - 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,
- fire and explosion,
- thermal contact,
- traffic/travelling (i.e. travelling through rural and inaccessible areas, conditions of the path for reaching the Work Site..),
- 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,
- thermal-weather hazard,
- interference risks as in work activities where different subjects work at the same Work Site,

- o conditions of the path for reaching the Work Site,
- o travelling through rural and inaccessible areas,
- o night shift,
- o generic risk: during the execution of any activities, as well as in the preparatory and travelling 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.

6.2.2 H&S Plans shall also include prevention and protection measures for eliminate or, at least, reducing each or more risks, such as:

- o preventive and/or periodical health surveillance,
- o ensure proper personnel selection/training/qualification for the execution of work activities,
- o definition of the work team composition, organization and planning,
- o definition of works activities procedures and/or instruction and/or methods,
- o emergency plans, included first aid, fire prevention and emergency management,
- o properly manage interference risks,
- o manage and properly dispose of Hazardous Materials that represent a health and safety hazard,
- o 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),
- o report proper signs for highlight eventual temporary risks (e.g. slippery floor),
- o adopt proper dress, shoes, aprons and gloves requirements accordingly to risks consequent the activity executed,
- o delimitation of areas in order to allow the access only to authorized personnel,
- o provide panels and signs for evidencing the type of activity carried out and all relevant information,
- o provide the appropriate handrails for stairs,
- o maintain tidy and clean all working areas,
- o design a correct viability in the Work Sites, avoiding interference between pedestrian and vehicles as well as positioning the needed traffic signs, speed bumps,
- o evaluate atmospheric condition before activities execution,
- o protective measures, such as collective and personal protection equipment.

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

- o safety officers,
- o safety responsible,
- o authorized qualified workers,
- o scaffolding supervisors,
- o operations coordinators for mechanical handling of loads,
- o head of cargo handling operations,
- o supervisors of life-lines,
- o persons in charge of first aid and fire prevention; and
- o any other specific health and safety Personnel nominations required by Law or elsewhere in the Contract.



6.2.4 H&S Plan shall include, where appropriate the authorization/licenses 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 Contract 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 local 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 standard, in this case ENEL reserves the right to approve the method), in case of conflicting requirements, the one maximizing Environmental protection 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.

7.1.3 In case of Contracts applicable to multiple Work Sites, particular focus of the environmental risk assessment shall be provided to the specific activity to be performed. This Environmental Plan must be delivered to ENEL prior to commencing the performance of activities provided by the Contract. 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 care than applicable Law.

7.2 GUIDELINES FOR ENVIRONMENTAL PLAN

7.2.1 The Environmental Plan shall include, if applicable for the contractual activity, the evaluation of the following:

- o identification of relevant environmental aspects/impacts, risks,
- o waste management including need of temporary storage,
- o waste water management,
- o diffuse emissions mitigation plan,
- o noise mitigation plan,
- o 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,
- o environmental emergency management plan,
- o plans for remedial action for any contamination caused by any negligent release of chemicals and Hazardous Materials,
- o description of the environmental monitoring operations/actions, including planning and frequency,
- o description of reporting to be handed over to authorities,
- o compliance with existing Work Site environmental rules, for Work Sites under ENEL or third-party control.

8 HSE ORGANIZATION AND RESPONSIBILITY

8.1 For the Contract duration, Contractor shall appoint:

- a) 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,
- b) 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; The profiles of "Foreman" (she/he will manage the single activities and control the connected safety issues) shall have 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,



- proactivity and attention in signalling to the coordination profiles any deviation from the planning established which can arise during the activity execution.

c) HSE reporting focal point: Contractor should assure a personnel structure with a focal point to comply with Safety and Environmental reporting to Enel,

d) Moreover, in case of Complex Works refer to Section 16 and APPENDIX 1 Focus on Complex Works activities.

8.2 ENEL may, at its sole discretion, request certain number of Contractor's or subcontractors resources to be allocated to HSE activities, taking into account the Contractor's and its subcontractors' number of resources, involved in the Contract; the Contractor accepts in advance to be obliged to comply with the aforementioned by the sole ENEL's request.

8.3 ENEL reserves the right to verify the qualification and credentials of Contractor's HSE Personnel and, in case are found to be inadequate, to refuse, at its sole discretion, a specific HSE person. Contractor shall make available to ENEL, curriculum vitae of HSE personnel, reporting their professional expertise, academic background, credentials, work history performance and tracking record.

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

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

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

- o at least one medication case, pursuant to the provisions of applicable Law in force;
- o a suitable means of communication to ensure a prompt response of first aid/emergency assistance;
- o appropriate equipment, suitable to the specific risks of the activities inherent to the subject matter of the Contract.

9.3 All the 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 Contractor's actions pertaining to first aid, fire prevention and emergency management must 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 held a Safety 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 INDUCTION

10.2.1 Contractor shall guarantee that all workers under its responsibility 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. Workers must attend an induction talk 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, workers must attend a high level induction talk on HSE, between ENEL and HSE key people, which shall be properly documented.

10.3 PRE-JOB CHECK

10.3.1 Immediately before the beginning of each specific activity at the Work Site, Contractor, by means of its Foreman or other appointed person (with equivalent competences and responsibilities), must carry out a HSE meeting of pre-job check addressed to its personnel and its subcontractors.

10.3.2 The pre-job check shall be repeated whenever a change occurs in the working conditions or a new worker is assigned to the activities. In this meeting the foreman, or other responsible person, and the staff review all stages of the activity and the related tasks, assess situations with the potential risk to HSE that may occur, describe the equipment and material that they have to use and the behaviours to be adopted in order to prevent incidents.



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

- o are informed about the activity to be done and operational procedures;
- o understand the risks associated with the specific activity to be done;
- o consequently adopt all necessary measures to ensure the activity is carried out safely and protecting the environment.

11 VEHICLES, MACHINERY, EQUIPMENT, TOOLS AND MATERIALS

11.1 Contractor shall:

- o supply all materials, equipment, and tools required for the appropriate safe execution and high quality of the work or service,
- o utilize machines, equipment and devices compliant with applicable Laws in force and best practice standards set forth in applicable regulations,
- o in addition to the requirements from Section 17.2, make available (and forward, if required) to ENEL, before the commencement of each activity, all information related to the vehicles, machinery, equipment and devices he is going to use. ENEL reserves the right to validate this information before authorize the activity execution. Additionally ENEL could require a relevant responsible declaration signed by the Contractor,
- o abstain from using vehicles, machinery, equipment and devices owned by ENEL without prior written authorization.

11.2 All materials, machinery, equipment, and tools shall be subjected of regular maintenance and care in order to withstand deterioration due to the environmental conditions. This includes protective material covers, insulation, and others. In addition, they must be equipped with all the elements that ensure their safe use (lights, alarms, rear-view mirrors, protective guards, etc.). The use of machinery, equipment, and tools without the protective devices is prohibited.

11.3 Contractor's machinery, vehicles, and equipment shall be only used by authorized personnel. Contractor shall authorize only trained and/or qualified personnel, which shall own certification for the use or driving license/permission when required by the contract or by the local Law.

11.4 Contractor shall preventively authorize Contractor and Subcontractor 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 and during the use of machinery, vehicles, equipment and tools in order 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 CHEMICALS AND HAZARDOUS MATERIALS

12.1 The Contractor shall supply and use (if provided in the contract) chemical substances properly packaged and labelled so that the product contained and the risks for the workers and the environment are clearly identified.

12.2 Packaging and labelling shall provide also information for safe unloading, storage and handling. Corresponding safety, handling and storage data sheets shall accompany materials, substances and mixtures. Data sheets, provided in local language, shall include the expected uses, limitation or prescription related to their storage (if any) measures for risk mitigation and disposal instruction, in accordance with current Law.

12.3 Contractor shall maintain an updated file of all material safety data sheets for all chemicals and Hazardous Material 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 and make it available on site in accordance with applicable Laws. Contractor shall maintain an accurate record and current inventory of all chemicals and Hazardous Materials used in performance of its activities on at or near the Work Site or at any construction or storage area related to the Contract and the record shall identify quantities, location of storage, use and final disposition of such chemicals and Hazardous Material.

12.4 Contractor shall minimize the use of Hazardous Materials and shall conduct its activities and causes its Subcontractors to conduct their activities in a manner designated to prevent pollution of the environment or any other release of any Hazardous Materials. The Contractor shall accredit the absence of oils containing PCBs and the absence of CFCs, HCFCs, halons, substances with trade restrictions, in the supplied equipment. Moreover the Contractor must 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 chemicals and Hazardous Materials brought onto or generated at the Work Site by it or its Sub-contractors, if any. The Contractor shall cause all such Hazardous Materials brought onto or generated at the Work Site by it or its Sub-contractors, if any, (A) to be transported only by carriers maintaining valid permits and operating in compliance with such permits and Laws regarding Hazardous Materials pursuant to manifest and shipping documents identifying only the Contractor as the generator 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 Materials, from which, to the best of the Contractor's knowledge, there has been and will be no release of Hazardous Materials.

12.6 Contractor shall submit in advance to ENEL a list of all Hazardous Materials to be brought onto or generated at the Work Site. Enel reserves the right to approve or decline such list. 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 Sub-contractors releases any Hazardous Materials on, at, or from the Work Site, or becomes aware of any person who has stored, released or disposed of Hazardous Materials on, at, or from the Work Site the Contractor shall immediately notify ENEL in writing. If the Contractor's work involved 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 Sub-contractors of Hazardous Materials, and (B) any Hazardous Materials or Hazardous Substances that was brought onto or generated at the Work Site by the Contractor or any of its Sub-contractors or vendors, whether on or off the Work Site.

12.8 If Contractor discovers any Pre-Existing Hazardous Material that has been stored, released or disposed of at the Project 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 ENEL shall determine a reasonable course of action. 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 it is possible, 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 indoor 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 be responsible to meet any provision regarding transportation, management and storage of products/materials, as well as management, recovery or disposal of waste according to applicable regulations and authorizations, providing under ENEL's request a copy of any documents and authorization.

13.1.4 The Contractor undertakes to reuse materials or recycle waste generated by its activities ensuring the compliance with environmental Law and obtaining all the required authorizations, providing under ENEL's request a copy of any documents and authorization. The reuse of materials shall be intended exclusively as reuse with the same functionality/purposes and, in any case, not applicable to waste.

13.1.5 The Contractor undertakes to manage the supplied 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 so 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 the event the Contract calls for the supply of Electric and Electronic Equipment ("EEE"), the Supplier shall comply with local Law, also in relation to the end-of-life management, including (if applicable):

- o demonstrate to have adhered to an end-of-life recycling collective system recognized and valid for the Country where the EEE will be installed;
- o demonstrate to be registered to the National Register of EEE Producers;
- o mark the EEE with appropriate symbol (for products imported to European Union, or where applicable, in accordance with the European standard EN 50419).



13.1.7 In case of a Country without specific Law about Electric and Electronic Equipment recovery system, ENEL in agreement with the Supplier manufacturer will evaluate how to proceed case by case.

13.2 WORKS AND/OR SERVICES.

13.2.1 The Contractor must be able to:

- o 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;
- o prove to have procedures that allows the maintenance of the requested requirements and the continuous compliance with the applicable Law;
- o follow the Environmental Plan;
- o provide to ENEL the environmental performance data (e.g.: fuel consumption, waste), if required;
- o 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, about 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 undertakes to verify that its staff knows, understands and executes 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 contractual documentation).

13.2.4 The Contractor guarantees, and demonstrate, that the staff that will perform the Contract, has or receives adequate theoretical and practical training and especially the need to ensure proper environmental performance and reduce the risk of an incident with environmental impact. Training will include the obligations arising from the Environmental Management, where applicable.

13.2.5 Moreover the Contractor shall, as applicable to the Contract subject matter and unless otherwise stipulated in the Contract itself:

- o leave clean and free of debris the work area once completed the execution of 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;
- o take appropriate measures to preserve biodiversity on site and prohibit its employees from carrying out hunting and fishing activities;
- o cut vegetation at the minimum 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 start said activity. ENEL shall agree with the Contractor the advance period for the delivery of this information;
- o store hazardous waste, providing to separate incompatible chemicals and avoiding the mixture between hazardous and not hazardous waste, in accordance to applicable regulation and ENEL's standard;
- o dispose all wastes originating from Contractor work activities to authorized sites only, in compliance with the applicable regulations;
- o clear signalling areas and waste with significant environmental potential impact;
- o comply with specific Country's waste management requirements reported in APPENDIX 2 Waste management;
- o prevent emissions of dust or other substances in the transport of materials and any other activity likely to generate dust or other substances;
- o prevent emission of noise and vibration during the execution of the works;
- o 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, in order to prevent uncontrolled spills, leakages or emissions that could impact the environment.

13.2.6 The Contractor shall be provided, when handling oil-containing equipment (e.g generators, transformers, etc.), with proper containment/absorbent materials in order to immediately mitigate dangerous substances spills.

13.2.7 Concerning greenhouse gases and ozone-depleting substances, all the relevant works (e.g. installation or maintenance of SF6 containing equipment, etc.) must be carried out by suitably trained personnel and, in the Countries where is foreseen, the workers shall be provided with the relevant certification. 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 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),
- c) within 6 (24 in case of Minor Accidents) hours of occurrence: notify ENEL of any Fatal, Severe, Significant or Minor Accidents or High Potential Incident 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,
- 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 work on behalf of ENEL, by written notice reporting also corrective/preventive measures adopted.

14.1.2 Contractor must keep record of both events and statistics about Safety.

14.1.3 In case of Fatal, Severe or Significant Accidents occurred during the performance of the Contract, Contractor shall deeply analyse the event and:

- a) within 3 calendar days from the occurrence, transmit to ENEL, a preliminary Report of the Analysis,
- b) within 7 calendar days from the occurrence, transmit to ENEL the relevant final 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 analyse the event and:

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

14.1.5 In case ENEL nominates a group of analysis to investigate the causes of an Accident, the Contractor must provide maximum cooperation, providing quick and diligent efforts of any information that may be requested.

14.2 ENVIRONMENTAL EVENTS REPORTING AND MANAGEMENT

14.2.1 The Contractor must immediately inform by phone call ENEL's representative supervising the works on 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) the communication to the authorities.

14.2.2 Moreover the Contractor is obliged to submit a written report of the event including its causes and the measures taken for the management and resolution of the event, within a maximum of 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 must immediately intervene to apply all possible techniques to mitigate the damages. If ENEL requests the Contractor to follow specific instructions in order to manage the environmental event, the Contractor shall comply with the received instruction by ENEL's technician supervising the activity.

14.2.4 The Contractor must immediately (and no later than 48h) inform ENEL, about any evidence related to checks and inspections carried out by authorities and, in case of infringement, 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 subcontractor shall execute the activities in accordance with the H&S Plan and Environmental Plan.

15.1.2 The Contractor shall pay the safety costs⁴ related to the activities entrusted in subcontracting, to subcontractor without any reduction.

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 to its suppliers, including but not limiting to:

15.2.2 Contractor shall verify that subcontractors HSE performance index (frequency rate, severity rate, fatal event, or other performance index specified in the Procurement Portal) are similar (not higher the fatal index and no more than 20% higher for other performance index) to the ones declared by Contractor to ENEL during the relevant Supplier Qualification Process.

15.2.3 In case the HSE performance indexes of the selected subcontractor are higher than the ones mentioned above, Contractor shall provide to ENEL a detailed HSE performance index improvement plan, agreed and signed by Contractor and Subcontractor, where are addressed the various actions that will be adopted during the works execution in order to guarantee a 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, relevant selection documentation. In particular the Contractor shall provide to ENEL, under his own responsibility, a selection report including both the qualification criteria as well as relevant evidences (certificates, documentation, reports etc.) proving that the Subcontractor meets HSE selection requirements.

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

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

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

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

15.2.9 Contractor shall apply the same selection requirements also to the eventual further subcontracting level.

15.2.10 The Contractor shall also keep the relative 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 Law.

⁴ Including 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.



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 object of Contract are performed, or for the purposes of their application, or to be produced on request.

15.3.3 The contract with Subcontractor shall be available to ENEL's Unit in charge of manage the Contract in case ENEL requires it in a complete and signed copy.

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 above invoices have been paid.

16 SPECIAL REQUIREMENTS FOR COMPLEX WORKS

16.1 In case of Complex Works the Contractor shall keep under control the risks coming from the interferences between the activities either carried out at a same Work Site by the Contractor itself, because it subdivided these activities among its own working groups or Subcontractors, and/or carried out at a same Work Site by other contractors.

16.2 During a Complex Work activity, Contractor attention shall be focused not only on the risks of the activity under execution but also on the work planning, organization and coordination as well as 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 has to take part to the necessary coordination (or at least cooperation, depending on the Contract provisions), also taking into account the requirements of applicable Law.

16.4 APPENDIX 1 Focus on Complex Works activities reports requirements and indications about the specific issue.

17 DOCUMENTATION AND INFORMATION TO BE PROVIDED BY THE CONTRACTOR

17.1 LEGAL EMPLOYMENT AND HSE DOCUMENTATION

17.1.1 Contractor shall provide to ENEL the information and documentation that ENEL deems necessary to verify the correct fulfilment by the Contractor of those legal obligations from which any liability could arise towards ENEL. The list of document requested by ENEL is summarized here below and is intended be considered as not exhaustive.

17.1.2 ENEL reserves the right to modify, during the performance of the Contract, the list of documents in the case of change in Law or change of ENEL HSE policies. In such case, Contractor shall forward to ENEL the new list within one (1) month after the request.

17.1.3 ENEL, taking into account the type of activity or risk associated with the work or service under Contract may agree that the documentation from the Contractor may be not all detailed in this section or focus on specific aspects.

17.1.4 In case ENEL considers the type of service provided by the Contractor particularly dangerous, or specific legislation apply, ENEL may request the Contractor to provide additional documentation.

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 (workers from Contractor's company, Subcontractors companies or self-employed), the Contractor shall, for that specific activity:

- a) provide the list of workers that will participate in the execution of contractual activities, indicating for each of them: Names and surname; No. affiliation to Social Security or equivalent; Work Site where they will serve; occupational category or job position; where appropriate, whether the worker is subject to particularly dangerous risks.
This document will be updated and provided 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 workers (whether or not newly recruited) occur,
- b) make available the H&S Plan,



- c) provide the Environmental Plan,
- d) provide the documentation related to Complex Works,
- e) make available (or provide a soft copy if required) HSE File, containing at least:
 - evidences of specific theoretical and practical training (individual certifications) according to the activities assigned to the workers,
 - medical aptitude certificates,
 - evidence of delivery and reception that workers have received personal protective equipment (PPE), corresponding as provided in the H&S Plan. Document has to include 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 that they have the corresponding CE declaration of conformity or equivalent required by applicable Law in other country out of Europe,
- f) 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,
- g) provide, on request, all documentation showing the compliance with:
 - applicable HSE Law on, including – but not limited to – obtaining permits and respect of the limits therein described, if any,
 - H&S Plan and Environmental Plan.

17.2.2 The Contractor is obliged to have archived a file containing all this information, in case of worker documentation a file for each of their workers. The mentioned documentation is subject to review and verification by ENEL before the beginning of the activities activity and at any time. Also, if required to do so, the Contractor has to put this documentation available to ENEL no later than forty-eight (48) hours.

17.2.3 Contractor must keep updated the mentioned documentation during the performance of the Contract and forward to ENEL the relevant 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 facilities 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.

17.4 INFORMATION ON SAFETY

17.4.1 The Contractor shall provide:

- a) within the first 5 days of the month the number of hours worked by 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) who perform their activity in Contracts,
- 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 audit to check and verify compliance with the Contract – including, in particular, compliance with HSE obligations - and Contractor shall timely cooperate with related actions carried out by ENEL. ENEL's personnel and/or third parties authorized by ENEL can access at any time the Work Sites, Contractor's premises, warehouses or storage areas to carry out the above-mentioned checks and verifications.

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

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



18.4 ENEL reserves the right, if in compliance with local Law, with the purpose 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 this case, Contractor will also cooperate with ENEL in order to define technological requirements, workers training and relevant procedures and instruction.

18.5 In case of Contracts for services like restoration, cleaning, recreational room, security services etc. ENEL could promote a service satisfaction survey for collecting the feedback from the service users about HSE aspects. The Contractor, in agreement with ENEL, shall consider these feedbacks and implement improving actions.

18.6 The inspections carried out by ENEL or authorized third parties do not imply approval from ENEL neither a waiver to Contractor, with regard the HSE compliance issues, from obligations and responsibilities connected to the proper execution of its Contract activities. 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 In case, during the inspections, non-conformity by the Contractor or by his Subcontractor are 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 these situations and propose the necessary remedy measures (which shall be implemented within 3 weeks from acceptance of ENEL, unless a shorter period is required by ENEL), without being entitled to any deferment of the time limit for the execution of the work activities.

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 for solution will be 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 damage risk to people physical integrity or the possibility of severe environmental harm, ENEL may request the stop work until the problem is solved. Subsequently ENEL requires to implement a remediation plan with execution timing to be agreed with ENEL.

18.10 For each detected non-conformity the Contractor shall carry out a non-conformity analysis to check its eventual recurrence in order to verify the effectiveness of action taken. In case the analysis highlight the ineffectiveness of the planned corrective action, the Contractor shall organize a different and more effective preventive action. Contractor shall present and agree with ENEL this improved corrective action.

18.11 Any violation/non-conformity detected as a result of controls and verifications are recorded by ENEL, with allocation of sanctions related to the severity of the violations/non-conformities identified, resulting in an eventual downgrade of the Vendor Rating index.

18.12 The downgrade thresholds of Vendor Rating or the ascertainment of a number of HSE failures, may entail the adoption of the Contractor suspension provision from the invitations to tenders 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 in order to discuss the status of Non Conformities found (by Contractor itself or following a ENEL's inspection) and the related Corrective Measures.

19 CONSEQUENCES OF BREACHS REGARDING HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

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

19.1.1 In the event Contractor breaches an obligation on Health and Safety protection, the Contractor shall indemnify ENEL for, and hold ENEL harmless for, any loss or expense that ENEL may sustain or incur as a consequence of:

- a) any Accident; and/or
- b) any claim or suit brought by the individuals or entities affected by the Accidents; and/or,
- c) any fine, penalty or sanction imposed by an authority to ENEL by reason of the Incident.

19.1.2 In the event Contractor breaches an obligation on 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 HS measures (e.g. specific training courses) related to the HSE prevention and protection deficiencies identified at any time, and/or
- b) suspend Contract performance, 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 payment or compensation of any kind, and/or
- c) in case of a breach or whenever the worker behaviour represents a risk for his/her own integrity or third parties, require his/her immediate removal from Work Site and his/her replacement, and/or



- d) apply the sanctions set out in Section 19.3, and/or
- e) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of the HS breach, until the Contractor implements the remedy measures, and/or
- f) in the event of Fatal/Severe Accident or High Potential Incident, suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Supplier Qualification System, and/or
- g) terminate the Contract according to Section 19.5.

19.2 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING ENVIRONMENTAL PROTECTION

19.2.1 In the event Contractor breaches an obligation on Environmental protection, the Contractor shall indemnify ENEL for, and hold ENEL harmless for, any loss or expense that ENEL may sustain or incur as a consequence of:

- a) any Environmental Event, and/or
- b) any claim or suit brought by the individuals or entities affected by the Environmental Event, and/or,
- c) any fine, penalty or sanction imposed by an authority to ENEL by reason of the Environmental Event.

19.2.2 In the event Contractor breaches an obligation on Environmental protection, ENEL, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) 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 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
- b) require the Contractor ensures its employees – who were responsible for the violation – attend up to 16 hours of additional training regarding environment. The workers responsible for these violations shall be readmitted on site only after attending the prescribed specific training courses, and/or
- c) apply the sanctions set out in Section 19.4, and/or
- d) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of environmental violation, until the Contractor implements the changes to its environment management system as required by ENEL, and/or
- e) suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Supplier Qualification System, and/or
- f) terminate the Contract according to Section 19.5.

19.3 SANCTIONS FOR VIOLATIONS OF THE RULES REGARDING HEALTH AND SAFETY PROTECTION

19.3.1 Without prejudice to its right to terminate the Contract, as provided in Section 19.5 of these Terms and without prejudice to its right to claim further damages, ENEL also has the right to apply, by notifying the Contractor by registered letter with proof of receipt (or similar instrument of communication with proof of receipt), the sanctions listed and quantified in APPENDIX 3 Sanctions for HSE violations" relevant the specific Country.

19.3.2 If the breaches cause any Accident or High Potential Incident, that could have caused a fatal/severe personal injury, as is reasonably in whatever way is ascertained by ENEL, that the Contractor or Subcontractor holds clear accountability on Health and Safety breach, ENEL reserves the right to apply - depending on the severity of the violation and/or injury and/or damage to persons - a sanction of up to 2% of the total (or maximum) contract value and in any case not less than the amount defined for "VERY SEVERE (II)" breaches.

19.3.3 In the event that Contractor adopts the Stop Work Policy by itself informing ENEL of the violation, ENEL will decide from time to time whether to apply the relevant sanction or not.

19.3.4 The amounts resulting from the application of sanctions shall be allocated, accordingly to specific ENEL's Country agreement and local legislation.

LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE SAFETY BREACHES

INDICATIVE (NON-EXHAUSTIVE) LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES OF H&S ADMINISTRATIVE OBLIGATIONS



CATEGORY	BREACH	SEVERITY
Accidents reporting	Failure to transmit to ENEL (within 6 hours) any communication concerning Fatal, Severe or Significant Accidents and High Potential Incident at work.	III
	Failure to notify to ENEL (within 24 hours) non-severe Accidents at work ⁵ .	II
General Provisions	Failure to participate at coordination meetings (if mandatory according to Law and/or Contract and/or these HSE Terms and/or HSE Requirements).	I

INDICATIVE (NON-EXHAUSTIVE) LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES OF H&S OBLIGATIONS RELATED TO ACTIVITIES

CATEGORY	BREACH	SEVERITY
General Provisions	Execute the activities prior to appoint/identify the foreman.	III
	Poor supervision of the activities to perform (e.g. lack of experience, not sufficient supervision).	II
	Failure to perform "Pre-Job check" (if applicable).	II
	Consumption or possession or distribution of alcohol or drugs in the Work Site.	III
	Employment of personnel not notified to ENEL or not authorized.	III
	Employment of personnel without professional profiles/qualification/training requested to perform the activities in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements (high risk activities such as electrical works, works in confined space, works at height, underwater works and mining works).	III
	Employment of personnel without professional profiles/qualification/training requested to perform the activities in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements (other activities).	I
	Start of activities before ENEL's written authorization.	III
	Use of special vehicles/machineries/equipment not in compliance with National Law and technical standards.	II
	Use of special vehicles/machineries/equipment not previously declared to ENEL (e.g. loads hoisting/lifting equipment, bucket truck).	II
	Unauthorized use of special vehicles/machineries/equipment owned by ENEL	II
	Lack of relevant documentation to certify controls/tests on Contractor's special vehicles/machineries/equipment, used during works on behalf of ENEL, according to applicable Law.	II
	Failure to respect regulations relevant to traffic Code, speed limit and safe driving. In case that behaviour causes a hazardous situation, the severity could be increased to III.	I (III)
Tampering with scaffolds/temporary structures/protective measures belonging to ENEL or other contractors.	III	

⁵ Excluding commuting Accidents

CATEGORY	BREACH	SEVERITY
	Lack in the use and management (missed check, tampering, inappropriate use etc.) of working equipment (platform, ladder, scaffolding, machines, tools etc.).	II
	Unauthorized removal of fences, locking devices, locks, prohibiting and warning posters.	II
	Lack of Contractor's procedures related to safety relevant activities to be executed.	II
	Failure to comply with the provisions reported in the H&S Plan for managing the interferences.	II
	Failure to use of PPE/Use of PPEs not compliant with Law and/or Contract and/or these HSE Terms and/or HSE Requirements (e.g. CE conformity marking relevant to European Community or equivalent standard) or damaged.	II
	Inadequate lighting of work area	I
	Failure to signal Work Site or to adopt adequate barriers to fence the area (whenever necessary).	II
	Missing/incorrect/incomplete adoption of safety signs for temporary road works.	I
	Failure to apply the instructions provided by safety signs.	II
	Failure to comply with smoking ban	I
	Missing/incorrect/incomplete adoption of safety signs.	I
	Inadequate housekeeping/materials storage in Work Sites.	I
	Lack of adequate measures concerning emergency management.	II
	Inadequate distribution of potable water / foods.	II
	Inadequate setup of rest area.	II
	Inadequate number of toilet/exchanging rooms according to activity.	I
	Lack of adequate means of emergency intervention or paramedic personnel (when required).	III
	Failure to comply with requirement on Health and Safety from Law and/or Contract and/or these HSE Terms and/or HSE Requirement not mentioned in the other points of this list.	I
Electrical Risks	In case of live working, failure to apply/incorrect application/incomplete application of relevant H&S procedures.	III
	Failure to apply/incorrect application/incomplete application of 5 golden rules regarding electrical risk.	III
	Failure to use PPE and Collective Protective Equipment (CPE) for electrical risks.	III
	Use of PPE and Collective Protective Equipment (CPE) for electrical risks not compliant with Law and/or Contract and/or these HSE Terms and/or HSE Requirement.	III
	Non-compliance/incomplete compliance with other Law and/or Contract and/or these HSE Terms and/or HSE Requirements regarding prevention of electrical hazards.	II
Work at height	Failure to use PPE and Collective Protective Equipment (CPE) related to the risks of falling from heights.	III
	Use of PPE and Collective Protective Equipment (CPE) related to the risks of falling from heights inconsistent with Law and/or Contract and/or these HSE Terms and/or HSE Requirements.	III
	Non-compliance/incomplete compliance with other Law and/or Contract and/or these HSE Terms and/or HSE Requirements relevant to works at height.	III

CATEGORY	BREACH	SEVERITY
	Use of scaffolding non-compliant with applicable regulation or use of scaffolding of other contractor or third parties without previous authorization.	II
Mechanical load lifting	Incorrect use of load lifting equipment/adoption of incorrect procedures for load lifting.	II
	Lack of or not compliance with H&S Plan for load lifting operations by mechanical equipment.	II
	Failure to respect load capacity of slabs, platform, grids etc.	III
Works with exposure to chemical risks	CARCINOGENIC – MUTAGENIC - ACUTE TOXIC SUBSTANCES	
	Failure to notify ENEL of the introduction of such chemicals in Work Sites	III
	Missing/incomplete compliance with H&S regulations and ENEL's provisions regarding labelling and safety data sheet while handling, transporting, using and storing chemicals.	II
	OTHER CHEMICALS⁶	
	Failure to notify ENEL of the introduction of such chemicals in Work Sites.	II
	Missing/incomplete compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements regarding labelling and safety data sheet while handling, transporting, using and storing chemicals.	I
Works with exposure to physical agents	Emission of physical agents (e.g. noise, vibration, dust) not notified to ENEL, or above authorized threshold limits, or that could cause damage to ENEL or third parties.	II
Works with exposure to risk of fire/ explosion	Missing/incomplete compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements on fire prevention measures.	II
	Missing/incomplete compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements on protection measures in explosive atmospheres (ATEX) as classified by ENEL.	III
Hot Works (such as welding and cutting)	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements relevant to hot works.	II
Excavations (depth greater than 1.5 m)	Activities not protected against exposure to the H&S risks related to excavations, (e.g. excavation not protected, personnel within the operative radius of the excavation machine).	II
Works in confined spaces	Activities not protected against exposure to the H&S risks relevant to confined spaces as classified by ENEL (e.g. failure in atmosphere check, in number of rescue people).	III
Works above water/with hydraulic risk	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements concerning risks related to works above water.	II
	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements concerning hydraulic risk.	III
Underwater works	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements relevant to underwater works.	III

Key

I Severe Breach

II Very Severe Breach

III Extremely Severe breach which will cause a significant downgrading in the Vendor Rating Index

⁶ e.g. Chemicals which can produce: skin corrosion/irritation, serious eye damage/eye irritation, respiratory/skin sensitization, specific target organ toxicity, respiratory hazard, reproductive toxicity.



19.4 SANCTIONS FOR VIOLATIONS OF THE RULES REGARDING ENVIRONMENTAL PROTECTION

19.4.1 Without prejudice to its right to terminate the Contract, in relation to each violation regarding the environmental protection, and without prejudice to its right to claim further damages, ENEL also has the right - at its sole discretion - to apply, by notifying the Contractor by official communication with proof of receipt, the sanctions listed and quantified in "APPENDIX 3 Sanctions for HSE violations" relevant the specific Country.

19.4.2 In case the Contractor (ore one of its Subcontractors) is responsible of an environmental event impacting the environment and/or the organization of ENEL due to environmental issues, ENEL reserves the right to apply - depending on the relevance of the impact - a sanction of up to 2% of the total (or maximum) contract value and in any case not less than the amount specified in "APPENDIX 3 Sanctions for HSE violations".

INDICATIVE (NON-EXHAUSTIVE) LIST OF ENVIRONMENTAL SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES

CATEGORY	BREACH	SEVERITY
General provisions	Forgery of legal documents relating to environmental issues	III
	Recurrence of the same very severe environmental violations (listed in this list, as severity II)	III
	Starting activities without all the necessary ENEL's internal authorizations regarding environmental aspects	II
	Activities carried out in violation of ENEL's internal Environmental Systems rules or contractual environmental clauses.	II
	Environmental liability insurance to cover environmental responsibilities not issued (where applicable)	II
	Recurrence of the same severe environmental violations (listed in this list, as severity I)	II
	Employment of personnel without professional profiles/qualification/training requested to understands and executes all requirements and regulations relating to environmental protection, that are applicable to perform the Contract.	I
	Failure to submit environmental reports according to the defined deadline	I
	Failure to participate in coordination meetings (if required according to environmental legislation or required by contract)	I
Event reporting	Failure to immediately make adequate mitigation measures in case of environmental event/ damage.	III
	Failure to immediately (and no later than 48h) communicate to ENEL any evidence related to checks and inspections carried out by 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) on any environmental event that occurs during the execution of the Contract and that implies the obligation of reporting to the authorities.	III
	Failure to communicate immediately to ENEL on any environmental event that occurs during the execution of the Contract and that not implies the obligation of 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

CATEGORY	BREACH	SEVERITY
	Failure to submit a written notice of any Environmental Near Miss, within 3 calendar days.	I
Compliance – Air Emission	Execution of the activities without authorization for air emission or lack of preventive and implemented operative measures necessary to comply with limits stated by the authorization or the applicable regulation.	III
Compliance – Water protection	Execution of the activities without authorization for waste water discharge or lack of preventive and implemented 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 (eg. Mixer truck washing, containment tanks for diesel tanks)	I
Compliance - Waste	Waste management without authorization or not in compliance with the authorization or applicable regulation.	III
Compliance – Others	Execution of the activities without authorization or lack of preventive and implemented operative measures necessary to comply with applicable Law regarding environmental matrices: air emission (e.g. dust from vehicles), water discharge (e.g. domestic waste water and storm water discharge), waste management, soil usage, non-Hazardous Materials management, noise and vibration emission, biodiversity, protected areas, archeological sites, personnel specific qualification, etc.)	II

Key

- I Severe Breach
- II Very Severe Breach
- III Extremely Severe Breach which will cause a significant downgrading in the Vendor Rating Index

19.5 CONTRACT TERMINATION FOR REASONS ATTRIBUTABLE TO HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

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

- a) Fatal/severe Accident during the performance of the Contract, in which Contractor is, as determined by the accident investigation analysis carried out by the ENEL Group company, primarily responsible for the Fatal\Severe Accident; or
- b) Fatal/Severe Accident during performance of another contract with ENEL or another ENEL Group company 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 company, primarily responsible for the Fatal\Severe Accident and (ii) has a negative outcome in Enel's assessment on HSE organization of Contractor and/or Contractor Group company; or
- c) contractor does not implement actions defined in the remediation plan (proposed by Contractor after a HSE default and validate by ENEL) within the specified time limit, or
- d) the amount of the safety sanctions applied due to violation reach the greatest amount between 5% (five per cent) of the Contract's value and the equivalent amount of 20 severe sanctions, or
- e) the amount of the applied environmental sanctions reach the greatest amount between 5% (five per cent) of the Contract's value or the equivalent amount of 20 severe sanctions, or
- f) violations by the Contractor and/or any Subcontractor of the requirements of law on the protection of the environment, implying at least one of the following consequences:



- High widespread impact; long term or irreversible environmental-biodiversity damage,
- Non-compliance with legal or permit requirements that could result in:
 - 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:
 - concerns among national and international stakeholders, expressed in a written communication send to ENEL,
 - Negative media involvement at national and international level for one or more high-impact events,
- 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 make use of this contractual right, the Contract shall be immediately terminated after ENEL's written notice without any negotiation, without any compensation and without any other prior formality nor court intervention, arbitration process or any other procedure being necessary.



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 gives 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 this document.

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 from 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, appointed by the Contractor among its personnel and/or from third parties, 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.

"Foreman supervisor": Person who, while still 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 cannot 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 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 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:

- o works carried out by working groups belonging to both ENEL and one or more contractors;
- o works carried out by working groups belonging to more than one Contractor;
- o works carried out by different working groups belonging to a single Contractor only;
- o works carried out by personnel under one Contractor but belonging to different companies;
- o 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 with regard to 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:

- o identification of the Work Site (construction site);
- o subdivision into work phases taking place in the same work area, at the same time or subsequently;
- o 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;
- o Identification of applicable environmental regulation;
- o logistic management of the Work Site (accesses, storage of materials, etc.);
- o time scheduling and duration of the different works, with a clear identification of works responsibilities;
- o define appropriate handover conditions;
- o identification of specific skills required for the works execution;
- o identification of the machinery required for the works execution;
- o identification of measures for the emergencies management;
- o sharing of information with involved parties (ENEL, contractors, subcontractors);
- o sharing of information with the parties operating in the same Work Site (if possible);
- o 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 an action of coordination of the work activities to be performed and a moment for the definition of the prevention and protection measures, which all the working parties involved are required to comply to.

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 it is necessary to control that 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 the works execution, 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:

- o 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:

- o 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.
- o 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.
- o 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;
- o 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:

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

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

- o experience in the execution of complex work activities and in the related arrangement;
- o ability of coordination and mediation between different needs and profiles;
- o assumption of responsibility and leadership in dealing with also 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 too, 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 WASTE MANAGEMENT

1. ITALY

1.1 All waste originating from the activities inherent to the subject matter of the Contract and entrusted to the Contractor must be managed in compliance with applicable provisions of Law and with all the provisions of the Contract.

1.2 The Contractor, as producer of waste, is responsible for all the activities related to the management of waste and resulting material produced during works execution, including packaging compliance with applicable provisions of Law. In particular, the Contractor is responsible for the legal obligations relating to the appropriate management of any temporary warehouses, and for the filing and storage of environmental documents. Wastes produced by the Contractor, shall be conferred by the Contractor, at its care and cost, to parties authorized to waste recovery or, where this is not possible, to parties authorized to waste disposal.

1.3 The Contractor is strictly forbidden to set up temporary waste storage areas in the sites where activity inherent to the subject matter of the Contract is being performed, unless otherwise specified in the Contract; in this case, waste produced by the Contractor, by activities performed inside Enel Work Sites, shall be stored exclusively in the areas assigned by Enel and managed according to the provisions for temporary storage of waste.

1.4 The Contractor, , to carry out the activities related to waste management, shall:

- a) be registered in the National Register of Environmental Managers, pursuant to art. 212 of Legislative Decree No. 152/2006 and, where envisaged, to be registered in the "White List" set up within the Prefectures;
- b) provide to Enel
 - a. a copy of the certificate of enrollment on the Register, together with a copy of the receipts certifying the payment of the annual fees, with the related deadlines;
- c) confer the waste produced to parties authorized for waste recovery and/or disposal;
- d) provide Enel with a copy of its recovery or disposal authorization, where it is the owner of a recovery or disposal plant which it intends to use for the conferment of waste produced during its activity;
- e) provide Enel with a list of the plants to whom the waste, produced during the execution of the activities subject matter of the contract may be assigned, if the recovery or disposal activities are carried out by plants owned by third parties, attaching a copy of the related authorizations;
- f) promptly notify Enel of any update or modification of the deeds of registration to the Register, providing updated documentation, as well as any decision of the competent authorities that entail limitations or revocations relating thereto;
- g) delivery to Enel, before the execution of the activities requested by Enel and the subject matter of the Contract itself, a declaration confirming the validity and effectiveness of the aforementioned authorizations/registrations, in which it must be specified, inter alia, that they have not intervened, nor are any ongoing revocation or suspension measures by the competent Authorities.

1.5 If the Contractor does not carry out the activities of collection, transport and conferment of waste, the same can be subcontracted, in compliance with current regulations and subject to the express consent of Enel.

1.6 For the authorization to subcontract, the Contractor shall also submit to Enel:

- o a copy of the registration in the National Register of Environmental Managers (Albo Nazionale dei Gestori Ambientali) of the subcontractor who will carry out the waste collection and transport activity;
- o the list of plants where the waste produced during the execution of the contract will be assigned by the subcontractor and a copy of the relevant authorizations;
- o a list of the types of waste produced.

1.7 Where envisaged, The Subcontractor shall be registered in the "White List" set up within the Prefectures.

1.8 If the Contractor uses a non-custodial intermediary for waste management, he shall provide Enel, in addition to the above documentation, with a copy of the registration to the Register of Intermediate Environmental Managers (Albo Nazionale dei Gestori Ambientali)

1.9 Where weighing systems are present, the waste must be weighed under Enel supervision.

1.10 The Contractor must deliver to Enel the copy - also by certified e-mail (PEC) - of the Identification Form.

1.11 Monthly or in any case on the occasion of the drafting of the Work Progress States (SAL) - and in any case in compliance with the maximum time limits established by the sector legislation for sending the waste transport documentation -, for waste deriving from the activities carried out in the period and / or accounted for in the individual Work Progress States, the Contractor shall provide Enel with a copy - also by



certified Electronic Mail (PEC) - of the Waste Identification Forms (FIR – formulario di identificazione dei rifiuti), countersigned by the recipient or copy of the documentation required for cross-border shipments.

1.12 The payments of the individual SAL and in any case of the final SAL are bound to receive copies of the Identification Forms of the waste. Prior to Enel's issue of the final SAL, the Contractor must also declare that he has provided the waste management according to the Law, also indicating the type of waste (CER) managed.

1.13 ENEL may request at any time, and the Contractor cannot refuse, to provide a copy of the loading / unloading register.

1.14 Where envisaged, with regard to the management of excavated earth and rocks qualified as a by-product, the Contractor must provide a copy of the self-certifications made to ARPA, regarding compliance with the criteria for re-use and the complete use of the excavated material. Enel reserves the right to carry out random checks.

1.15 It's clarified that if the activities that generates waste are carried out by one or more subcontractors, all the obligations included in this *APPENDIX 2 WASTE MANAGEMENT – 1. ITALY*, shall be considered obligations for the subcontractors, being waste producers, without prejudice to the responsibility of the Contractor to verify the compliance with Law and the proper management of the activities.

1.16 With reference to the waste in respect of which Enel is a waste producer, the parties to whom Enel will entrust - as intermediary, transporter, recovery and / or disposal company - the management of its waste, undertake to carry out the activities in compliance with the provisions of the Law in force as well as with all the obligations provided for in the Contract, especially in relation to respect the contractual provisions referred to in this article.

1.17 ENEL reserves the right to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, in the instances in which the Contractor and/or any subcontractor breaches any of the obligations set forth in this *APPENDIX 2 WASTE MANAGEMENT – 1. ITALY*, in relation to waste management, without prejudice to Enel's right to suspend the execution of the Contract.

2. OTHER COUNTRIES

N.A.



APPENDIX 3 SANCTIONS FOR HSE VIOLATIONS

The following table reports, for each Country and for each severity level of the violation, the minimal economic amount of the specific sanction.

Country	COURR.	Health & Safety breaches			Environmental breaches		
		Severe (I)	Very Severe (II)	Extremely Severe (III)	Severe (I)	Very Severe (II)	Extremely Severe (III)
Argentina	US \$	650	1.300	1.300	650	1.300	1.300
Australia	US \$	650	1.300	1.300	650	1.300	1.300
Brazil	Reais	1.500	3.000	3.000	1.500	3.000	3.000
Bulgaria	Euro	1.500	3.000	3.000	1.500	3.000	3.000
Chile	CLP	200.000	400.000	400.000	200.000	400.000	400.000
Canada	US \$	650	1.300	1.300	650	1.300	1.300
Colombia	SMMLV ⁷	0,7	1,4	1,4	0,7	1,4	1,4
Costa Rica	US \$	650	1.300	1.300	650	1.300	1.300
Egypt	US \$	650	1.300	1.300	650	1.300	1.300
Ethiopia	US \$	650	1.300	1.300	650	1.300	1.300
Germany	Euro	1.500	3.000	3.000	1.500	3.000	3.000
Great Britain	GBP	1.500	3.000	3.000	1.500	3.000	3.000
Greece	Euro	350	700	700	350	700	700
Guatemala	US \$	650	1.300	1.300	650	1.300	1.300
India	INR	75.000	150.000	150.000	75.000	150.000	150.000
Indonesia	IDR	1.380.000	2.760.000	2.760.000	1.380.000	2.760.000	2.760.000
Italia	Euro	500	1.000	1.000	500	1.000	1.000
Kenya	KES	100.000	200.000	200.000	100.000	200.000	200.000
Mexico	US \$	650	1.300	1.300	650	1.300	1.300
Morocco	US \$	650	1.300	1.300	650	1.300	1.300
New Zealand	US \$	650	1.300	1.300	650	1.300	1.300
Panama	US \$	650	1.300	1.300	650	1.300	1.300
Peru	UIT	1	2	5	1	2	5
Portugal	Euro	500	1.000	1.000	500	1.000	1.000
Romania	Leu	1.500	3.000	3.000	1.500	3.000	3.000
Russia	RUB	20.000	40.000	40.000	20.000	40.000	40.000
South Africa	Euro	180	360	360	180	360	360
Spain	Euro	1.500	3.000	3.000	1.500	3.000	3.000
Turkey	US \$	650	1.300	1.300	650	1.300	1.300
Un. Arab Emirates	AED	2.000	4.000	4.000	2.000	4.000	4.000
Uruguay	US \$	650	1.300	1.300	650	1.300	1.300
U.S.A.	US \$	650	1.300	1.300	650	1.300	1.300
Vietnam	DONG	2.450.000	4.900.000	4.900.000	2.450.000	4.900.000	4.900.000
Zambia	US \$	650	1.300	1.300	650	1.300	1.300

⁷ SMMLV: Salario Minimo Mensuale Legal Vigente

