HEALTH, SAFETY AND ENVIRONMENTAL TERMS FOR SUPPLY AND NOT OPERATIONAL SERVICES ON SITE

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1. SCOPE

These Health, Safety and Environmental Terms for Supply and not Operational Services on Site - hereinafter called “HSE Terms”, establish the Parties obligations referring to Health, Safety and Environment (hereinafter referred as HSE) matters in the relationship among ENEL and its Contractors. These HSE Terms apply to the supply of goods without installation or commissioning operations on site and not operational services executed in the Worksite such as professional services. These HSE Terms replace the previous edition HSE Terms Essential published on July 29th, 2021.

2. RECITALS

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

2.2 It is understood that Contractors and Subcontractors are required to comply with all regulatory and legal provisions applicable to their activities. Where the Law is more restrictive than requirements of the HSE Terms, the Law respect prevails.

2.3 Contractor acknowledges that other contractual documentation may contain additional HSE obligations in addition to those under these HSE Terms.

2.4 In ENEL no work can be done compromising Contractor’s Personnel Health and Safety or the Environment. For this reason, as established in the Stop Work Policy, any risky situation or unsafe behavior or incompliance of authorizations will determine the suspension of work and the restoration of proper HSE conditions.

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

https://globalprocurement.enel.com/documents/health-and-safety-documents

https://globalprocurement.enel.com/it/chi-siamo/valori

3. DEFINITIONS AND ACRONYMS

- **Contractor’s Personnel:** means any individual performing activities, related to the Contract, that are under the control of the Contractor regardless of the particular legal arrangement for such activities (i.e. whether employees, individuals working as independent contractors, agents, representatives etc.).
- **Country:** means the country where the Worksite is located.
- **CPE**: Collective Protective Equipment.
- **Enel Contract Referent**: the representative figure, appointed by ENEL in the Contract.
- **ENEL HSE Requirements**: means all the requirements and obligations on HSE matters defined by ENEL in HSE Terms and in the other contractual documents.
- **Environmental Event**: means the occurrence or the modification of a particular set of circumstances which has caused or could have caused an impact on the environment and/or to ENEL. Examples of environmental events include the incidents, unexpected and undesired events that impact the environmental matrices causing negative effects on it; critical opposition and complaints by a third party (Governmental Authorities, private citizens, NGOs, media) due to environmental violation/incident, including warning letters; other environmental issues associated to ENEL; litigations, administrative procedures, fines, sanctions, dispositions or non-monetary measures due to permit violation or environmental noncompliance, asset shutdown or operational restriction due to environmental matters.
- **Environmental Near Miss**: means an unexpected Environmental Event confined or ended before reaching any environmental matrix and producing any potential impact due to fortuitous circumstances or immediate/preventive measures.
- **First Aid**: A Safety Incident that has given rise to injury that requires medical treatment in a medical facility or the use of a first aid kit, with return to work within the same day or the day after. In this category also “Restricted duties cases” are included: incidents without absence from work causing temporary assignment of injured Contractor’s Personnel to a different job profile or the adoption of work limitation (i.e. reduction of work shift or restriction of duties usually assigned).
- **Hazard**: means a source with a potential to cause injury, diseases and Environmental Event. Hazards can include sources with the potential to cause harm or hazardous situations, or circumstances with the potential for exposure leading to injury, health and Environmental Event.
- **Hazardous Substances**: means any substances now or at any time subject to regulation, control, remediation or otherwise addressed under the Law, including Laws relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal (or arranging for the disposal), distribution, manufacture, processing, storage, treatment, transport, or other use of such substances. Hazardous Substances include, but are not limited to, chemicals, constituents, contaminants, pollutants, materials, wastes, any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures - whether solids,

liquids, gases. Hazardous Substances can cause Occupational injury or Diseases, or Environmental impacts.

- **H&S**: means Health and Safety
- **Life Changing Accident**: means a Safety Accident that has caused a permanent damage which changed the life of the injured person.
- **Occupational Diseases**: means any illness or health disorder that results from a non-instantaneous event or exposure in the work environment to a physical, chemical, biological, or organizational risk factor or to a combination of these factors.
- **PPE:** means Personal Protective Equipment.
- **Safety Accident**: "means a Safety Incident that has given rise to injury, with absence from work of at least one day, excluding the one of the occurrence.
- **Safety Event**: means an event which involve Contractor's Personnel or third parties. It includes as follow: Safety Incident and Safety Observations.
- **Safety Incident**: means an unplanned and undesired event in which an injury occurred or could have occurred, corresponding to a Safety Accident, a First Aid or a Safety Near Miss.
- **Safety Near Miss**: means an incident occurred at workplace and involving Contractor's Personnel that did not result in injury but had the potential to do so. Only the events which have both the following characteristics shall be considered "near miss":
    - occurrence of an event;
    - people exposure (either actual or potential) to risk of an injury.
- **Safety Observation**: means an unsafe behavior/situation adopted by Contractor's Personnel or an unsafe/risky situation, which Contractor's Personnel could be exposed to, which didn't result in an Safety Accident, but which could cause a Safety Incident. Differently from Safety Near Misses, Safety Observations have not the characteristic of 'dynamicity' of an event that happens in a certain place at a certain time.
- **Stop Work**: means a safety and environment event where "Enel Stop Work Policy" or equivalent policy, has been applied.
- **Supplier Qualification System**: means the Enel system for selection and evaluation of suppliers aimed to have Contractors able to ensure adequate levels of reliability, quality and competency (pertaining to appropriate skills, knowledge and experience).
- **Worksite**: means any temporary or permanent site, office, workplace, asset or area where a work under the responsibility of ENEL, delivery of components, equipment or material or service execution is to be, is being, or has been carried out by Contractor on behalf of ENEL under the scope of works

4. OBLIGATION REGARDING OCCUPATIONAL LAW, HEALTH, SAFETY AND ENVIRONMENT

4.1 GENERAL HSE OBLIGATIONS

4.1.1 Contractor ensures that all information provided to ENEL by itself is true and correct.

4.1.2 Contractor undertakes to perform its obligations under the Contract in such a manner as to ensure a healthy and safe Worksite for its Personnel, ENEL's personnel and third parties and avoid damage to the environment. To this aim Contractor shall:

a) comply with any applicable HSE permits related to the scope of the contract;

b) have adequate work organization and adequate management systems, methods, procedures and standards relevant to the activities within the scope of the contract and their specific risks;

c) ensure its Personnel is trained on the work procedures and methods ("Contractor Procedures");

d) provide its Personnel with adequate PPE, CPE, vehicles, equipment and tools according to the activities to be executed and ensure their conformity and effectiveness for all the Contract duration;

e) have adequately qualified Personnel to ensure that they can fulfil the HSE obligations under the Contract and verify that the training carried out on its Personnel is effective in terms of correct acquisition of contents and skill, according to expected or required roles;

f) use and disseminate internally and to its Subcontractors all HSE applicable rules, as well as any documentation provided by ENEL such as lesson learned from incidents and risk awareness materials, in order to improve their own performances and treat the information and documentation as "confidential" as specified in the General Contract Condition;

g) timely provide information to ENEL on any issue regarding HSE that could impact, jeopardize, delay or interfere with the Contract activities;

h) timely cooperate and provide information upon request by ENEL, about any issue regarding HSE related to contractual activities even after the Contract termination.

4.1.3 Contractor may be required to cooperate with ENEL and others (other contractors, authorities, etc.) in initiatives to ensure the HSE processes continuous improvement during the execution of the Contract (e.g. innovative projects on HSE risk prevention and mitigation).

4.1.4 Contractor shall participate in awareness-raising initiatives on HSE issues promoted by ENEL from time to time such as periodical HSE meetings, Safety Day etc.

4.1.5 Contractor shall ensure that all the Personnel have appropriate personal identification and badges, with photo and appropriate identification data, identifying that the person is authorized to work for purposes of the Contract. All Contractor's Personnel shall be outfitted with external visible indication of the Contractor who belongs to (e.g. logos on uniforms, helmets, etc. or externally affixed badges). Even if entry to the Worksite is controlled by ENEL, the Contractor shall exercise its own control to identify its Personnel entering the Worksite.

4.1.6 During mobilization to a Worksite, or within or between Worksites, Contractor's Personnel shall always respect applicable traffic codes and Worksite prescription and drive safely. Drivers shall possess such qualifications as required by Law.

4.1.7 At all Worksites it is forbidden to:

a) smoke;

b) possess or use firearms or ammunition for firearms (except for specifically designated and properly credentialed security personnel) or other weapons, such as knives, that can cause harm to people;

c) possess, consume, distribute, sell and/or being under the influence of alcohol, narcotics or illicit psychotropic substances;

d) consume non-prescribed medication or prescribed medication which may influence the safe undertaking of work;

e) engage in violent acts such as destruction of property/equipment, fighting, harassment etc.

f) hunting and fishing.

ENEL can request Contractor to immediately remove from the Worksite any person found to violate Section 4.1.7 ensuring appropriate Law enforcement support, as needed.

If it is in compliance with Law, random alcohol and drugs test can be conducted in ENEL Worksite to ensure that all work is carried out by Contractor's Personnel in healthy and safe conditions.

4.2 SPECIFIC HSE OBLIGATIONS

4.2.1 In case of works with the exposure to ergonomic risks (e.g manual handling of loads), they shall be carried out in accordance with ergonomic principles.

4.2.2 Contractor shall ensure that software provided by ENEL to follow the procedures and perform activities safely, are used and managed properly.

4.2.3 For Contract related to services activities such as catering, lunch box etc. ENEL may perform verifications by service satisfaction survey for collecting the feedback from the service users about HSE aspects. The Contractor, in agreement with ENEL, shall consider the results and implement improving actions.

5. HSE ORGANIZATION AND RESPONSIBILITY

5.1 For the Contract duration, Contractor shall appoint:

a) HSE contract referent: one representative communicated to ENEL before commencement of the Contract activities, who has a managerial role within the Contractor work organization, with clear HSE roles and responsibilities defined by the Contractor, which will be ENEL HSE contact point during the Contract execution. This figure is responsible for HSE reporting to ENEL (as described on Section 10). The Contractor's Personnel shall be informed about HSE contract referent identification.

b) Foreman: one or more representatives, appointed by the Contractor and each Subcontractors among its Personnel, each one of them responsible for ensuring an effective supervision of activities on Worksite and the implementation of directives received, checking their correct application by Personnel in compliance with HSE Law and obligations under the Contract; Contractor shall ensure that the "Foreman" (who will manage the single activities and control the related safety and environmental issues) has the following skills:

- safety and environmental skills and knowledge of the activity to be carried out;
- 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 signaling any deviation from the planning established which can arise during the activity execution.

5.2 ENEL may, motivated by HSE risk increase (e.g.: acceleration), request an increase in Contractor's Personnel to be allocated to HSE activities.

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

6. PROVISION CONCERNING FIRST AID, FIRE PREVENTION AND EMERGENCY MANAGEMENT

6.1 The Contractor shall define specific emergency instructions, according to ENEL emergency plan where applicable, which shall be available on Worksite and consistent with the typology of activities, up-to-date, complete. The emergency instructions shall include the designation of Contractor's Personnel in charge of first aid, fire-fighting and other emergencies management.

6.2 The Contractor shall ensure that all its Personnel are aware about and apply the instructions/contents of the emergency plan applicable for the Worksite, including the participation to emergency drills organized by ENEL.

7. VEHICLES, EQUIPMENT, TOOLS AND MATERIALS

7.1 Contractor shall provide its Personnel with all vehicles, equipment, tools and materials, adequate for safe and high-quality execution of the activities within the scope of Contract.

7.2 Contractor shall abstain from using vehicles, equipment, tools and materials owned by ENEL except prior written authorization.

7.3 ENEL shall preventively authorize Contractor and Subcontractors vehicles entering Worksite. All vehicles used in the Worksite shall have an identification number.

7.4 Contractor's vehicles, equipment and tools shall only be used by authorized Personnel. When required by the Contract or Law, Contractor shall authorize only trained and/or qualified Personnel, who shall possess the appropriate certification/authorization and/or driving license/permission for the use of such vehicles, Equipment or tools.

8. HAZARDOUS SUBSTANCES

8.1 If Contractor shall supply, storage Hazardous Substances for the Contract activities, those shall be properly packaged and labelled so that the substance contained and the risks for the Contractor's Personnel and the environment are clearly identified. Packaging and labelling shall provide information for safe use, unloading, storage, handling and transportation.

8.2 Corresponding Safety Data Sheets (SDS) shall accompany all Hazardous Substances. SDS shall be provided in local language, and shall include the expected uses, instructions for the safe use and potential hazards associated, limitations or prescriptions related to their storage (if any), measures for risk mitigation and disposal instruction, first aid intervention and emergency procedures.

8.3 The SDS shall be easily accessible by the Contractor's Personnel, and the Contractor's Personnel that will manage the Hazardous Substances shall be trained and informed about SDS and safe procedures for use, storage, handling and first aid intervention and emergency procedures to adopt in case of Safety Events and/or Environmental Events.

8.4 Contractor shall minimize the use of Hazardous Substances and shall conduct its activities and ensure its Subcontractors to conduct their activities in a manner designated to prevent pollution of the environment or any release of any Hazardous Substance. In case of supply, the Contractor shall provide evidence of the absence of oils containing PCBs and the absence of CFCs, HCFCs, halons, substances with trade restrictions, in the supplied equipment. Moreover, the Contractor must not use asbestos in the supplied materials/equipment and in any used PPE and tool.

8.5 The Contractor shall ensure all such Hazardous Substances brought onto or generated as wastes of the activity at the Worksite by it or its Subcontractors are transported only by carriers maintaining valid permits and operating in compliance with such permits and Laws regarding Hazardous Substances (i.e. European Agreement Concerning the International Carriage of Dangerous Goods by Road - ADR regulations-).

8.6 Contractor shall submit in advance to ENEL a list of all Hazardous Substances to be brought onto at the Worksite by itself and its Subcontractors. ENEL reserves the right to approve or decline such Hazardous Substances. In case of decline, the Contractor and Subcontractors are forbidden to use such Hazardous Substances.

8.7 If the Contractor or any of its Subcontractors releases any Hazardous Substances on, at, or from the Worksite, or becomes aware of any improperly storage, release or disposal of Hazardous Substances on, at, or from the Worksite the Contractor shall immediately notify ENEL in writing and shall immediately stop any work at the affected area. The Contractor shall, at its sole cost and expense, immediately diligently proceed with the implementation of a remediation plan and to take all necessary or desirable remedial action to clean up fully the contamination caused, in compliance with the Law.

9. PROTECTION OF THE ENVIRONMENT

9.1 MATERIALS AND/OR EQUIPMENT

9.1.1 The Contractor undertakes to provide, wherever it is possible and under similar purchasing conditions, Equipment or materials with eco-label, greater energy efficiencies, a longer service life with limited waste generation and minimizing final disposal costs.

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

9.1.3 The Contractor will comply with any provision regarding transportation, management and storage of products/materials authorizations according to applicable Law.

9.1.4 The Contractor shall ensure that all waste generated from the activities of the scope of the contract will be managed in compliance with Law and local regulations and they will be collected, transported, recovered and disposed by duly authorized companies.

9.1.5 Contractor shall provide to ENEL, if requested, any documentation/certification/authorization proving the legal and correct transport and management of such wastes.

9.1.6 The Contractor undertakes to manage the supplied packaging and empty containers, in accordance with applicable Law. Also, the Contractor will be obligated to the withdrawal of the packaging used for transportation in the conditions and terms established in the Contract and Law, or, if these details are not indicated, the Contractor shall remove the packaging from previous deliveries when making subsequent ones and/or when ENEL so requests.

9.1.7 The Contractor shall communicate, on Enel request, an estimation of foreseen waste generated by the packaging of the supply

9.1.8 In case of supply of electrical and electronic equipment (EEE), batteries, packaging or other products subject to specific HSE regulations, Contractor shall provide evidence of all fulfilments required by Extended Producer Responsibility (EPR) Law. In particular, in the event the Contract calls for the supply of “EEE”, batteries and /or packaging the Supplier shall comply with Law, also in relation to the end-of-life management, including (if applicable):

- adherence to a recognized and valid end-of-life recycling collective system for the Country where the EEE, batteries and /or packaging will be put on market;
- registration in the National Register of EEE, batteries, and / or packaging Producers of the Country where the equipment will be put on market;
- mark the EEE, batteries and/or packaging with appropriate symbol (in accordance with local standard);
- provide the End of life - user information and instructions, written in the languages of the destination countries (in accordance with local standard);
- demonstrate to have paid the fee and, if any, to show it on invoice.

9.1.9 In case of a Country without specific Law on Extended Producer Responsibility, ENEL in agreement with the Supplier manufacturer will evaluate how to proceed case by case.

9.2 SUPPLY AND/OR SERVICES.

9.2.1 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.

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

9.2.3 The Contractor guarantees, providing evidence, if required, that the Personnel that will perform the Contract, has or receives adequate theoretical and practical training, with reference to the Contract activities and Worksites. Training will include the obligations arising from the Environmental Management System, where applicable.

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

- leave clean and free of debris the area once completed the activity 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;
- dispose all residual wastes eventually originating from Contractor/Subcontractor activities other than those falling within the Scope of the Contract (e.g. absorbent material used for oil spill) to authorized sites in full compliance with the applicable regulations. ENEL has the right to carry out sample checking to verify compliance with the waste management regulations.

9.2.5 The Contractor shall be provided with proper containment and (or absorbent materials when handling and storing oil-containing

equipment, in order to immediately mitigate spills of dangerous substances. In particular the Contractor shall be provided with a proper emergency spill kit (absorbent material with total absorption capacity adequate for the oil-containing equipment, cylindrical barriers/sorbent socks enough to isolate the spill, disposal bags/bins, PPEs, …).

9.2.6 All practicable precautionary measures must be taken to avoid pollution and minimize the risk of leaks and emissions into soil, water and atmosphere. Furthermore, in case of any accidental leak or emission into soil, water or atmosphere, shall be properly managed, monitored and registered.

10. REPORTING

10.1 SAFETY EVENTS REPORTING AND MANAGEMENT

10.1.1 The Contractor shall report any Safety Accident occurring during the execution in the Worksite of the Contract to Governmental Authorities where required by Law. ENEL shall be notified, if possible, before such communication (for coordination and risk mitigation purposes).

10.1.2 The Contractor shall notify to ENEL any Safety Event related to the execution in the Worksite of the activities within the scope of the Contract, regardless of the person affected (whether ENEL personnel, Contractor's Personnel or third-parties).

10.1.3 If ENEL carries out its own Safety Events investigation, setting up a dedicated group of analysis, the Contractor shall provide its maximum cooperation, providing as soon as possible any information/documentation that may be requested to complete the analysis. ENEL may also ask to interview the Contractor's Personnel involved in the event to collect useful information for events dynamic analysis. Moreover, if the Contractor is part of a consortium or temporary association of companies, each of its members may be called directly upon to cooperate by providing all the necessary information/documentation requested by ENEL.

10.1.4 ENEL may request Contractor to define a specific action plan according to the results of investigation focused on the main criticalities/improvement areas detected and ask for a periodic update on the status of implementation of the actions. ENEL may also ask the implementation of additional improvement measures according to the investigation process carried out by ENEL itself.

10.1.5 The Contractor shall implement a process for sharing and disseminating of the "lesson learned" of Safety Events among its Personnel to raise awareness and improve its performance.

10.1.6 Moreover, the Contractor shall timely notify to ENEL any fatal or Life Changing Accident occurred in the activities performed under Contracts with third parties which are related to defect or misuse of equipment, installations or inadequacy of work methods that are the same or of similar typology of those used within the activities of the Contract and apply the same corrective/improvement actions arising out of said event to the activities carried out under the Contract

10.1.7 SAFETY ACCIDENT AND FIRST AID

In case of Safety Accident and First Aid occurred in the Worksite, Contractor shall:

a) **immediately** communicate the event (at least by phone) to ENEL;

b) **within 24 hours** of event occurrence, notify to ENEL the incident by written notice, including a detailed description of the event, the available preliminary information, available medical prognosis, any immediate measures adopted, copies of any report filed with Governmental Authorities.

Moreover in case of Safety Accident, within **5 calendar days** from the occurrence Contractor shall transmit to ENEL a report which summarizes the outcomes of the event investigation (analysis of the accident dynamic, identification of the causes of the event and definition of the corrective/improvement measures to be implemented).

10.1.8 SAFETY NEAR MISS AND SAFETY OBSERVATION

Each month the Contractor shall send to ENEL a report including all Safety Near Misses and Safety Observations occurred in the Worksite in the previous month, by written notice reporting the causes and the relative corrective/preventive measures adopted.

10.2 ENVIRONMENTAL EVENTS REPORTING AND MANAGEMENT

10.2.1 The Contractor shall report any Environmental Events occurring during the execution of the Contract to Governmental Authorities whenever required by Law. ENEL shall be informed, at the same time as (not later) of the communication to the Governmental Authorities (for coordination and mitigation purposes).

10.2.2 In case of any **Environmental Event** Contractor shall:

a) **immediately communicate** the event (at least by phone) to ENEL;

b) **within 24 hours** of the event occurrence, notify to ENEL the event, **by written notice**, including a detailed description of the event, all the available preliminary information, any immediate measure applied, copies of any report filed with Governmental Authorities;

c) within **5 calendar days** from the occurrence, transmit to ENEL a report which summarizes the outcomes of the event investigation (analysis of the event dynamic, identification of the causes of the event, report of the mitigation actions immediately implemented to mitigate the event or corrective/improvement measures adopted). In case of recurrency of the event, ENEL could request to include in the report a detailed analysis of the overall occurrences.

10.2.3 In case of an **Environmental Near Miss**, the Contractor shall notify ENEL by written notice within **3 calendar days**, reporting the detailed causes and the relative corrective/preventive measures adopted.

10.2.4 Should an **Environmental Event or Environmental Near Miss occurred**, whatever it may be, the Contractor must **immediately** apply all possible techniques and measures to mitigate the potential 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.

10.2.5 If ENEL carries out its own event investigation, setting up a dedicated group of analysis, the Contractor must provide its maximum cooperation, providing as soon as possible any information/documentation that may be requested to complete the analysis. ENEL may also ask to interview the Contractor's Personnel involved in the event to collect useful information for event dynamic analysis. Moreover, if the Contractor is part of a consortium or temporary association of companies, each of its members may be called directly upon to cooperate by providing all the necessary information/documentation requested by ENEL.

10.2.6 ENEL may request Contractor to define a specific action plan according to the results of investigation focused on the main criticalities/improvement areas detected and ask for a periodic update on the status of implementation of the actions. ENEL may also ask for the implementation of additional improvement measured according to the investigation process carried out by ENEL itself.

10.3 STOP WORKS REPORTING AND MANAGEMENT

10.3.1 For any Stop Works causing a significant interruption of the activities on Worksite for at least 2 hours Contractor shall:

a) **immediately** communicate them (at least by phone) to ENEL;

b) **within 24 hours** of event occurrence, notify to ENEL, by written notice, including a detailed description of the event, causes and the relative corrective/preventive measures adopted.

10.4 SANCTIONS AND CONTROLS BY GOVERNMENT AUTHORITY NOTIFICATIONS

10.4.1 The Contractor must immediately (**no later than 4 hours**) inform ENEL, about each evidence related to access, checks and inspections on HSE topics carried out by any **Governmental Authority** in the Worksite, or any area where waste generated under the Contract is being temporary stored.

10.4.2 The Contractor must inform ENEL (**no later than 4 hours**), about each HSE sanctions or Non-Conformities imposed by any Governmental Authority related to the execution of the Contract. In case of Environmental sanctions all the provisions of Section 10.2 shall be applied.

10.5 OTHER DATA REPORTING

10.5.1 The Contractor shall provide within the first 5 calendar days of each month the number of total hours worked in the Worksite by the Contractor's Personnel in the Contracts (by Contract, by Worksite and employee) in the previous month.

10.5.2 If requested by ENEL Contractor must provide all sustainability reporting information required by Contract or Law (e.g Corporate Sustainability Reporting Directive – CSRD) and in accordance with international standards (i.e. European Sustainability Reporting Standard - ESRS), including own activities and those of its Subcontractors and Subsuppliers supply chain related to the Contract.

11. SUBCONTRACTORS

11.1 GENERAL HSE OBLIGATIONS FOR SUBCONTRACTING

11.1.1 Notwithstanding any other obligation in the Contract, the Contractor shall ensure that Subcontractors comply with the same obligations and requirements as the Contractor under this HSE Terms.

11.2 SUBCONTRACTOR REGISTRATION AND DOCUMENTATION TRANSMISSION

11.2.1 Contractor has to submit the HSE documentation to the relevant Enel Contract Referent according to the deadline defined in the Contract. The documentation includes:

- Subcontractor's Self-declaration attesting its compliance with all the provisions under this HSE Terms, including the criteria and standards requested by ENEL in the procurement process;
- any additional HSE documentation, certification, authorization, etc. requested by Law or by Contract.

11.2.2 The Contractor shall also keep the relative Subcontractors' documentation for at least 6 months after the Contract expiration, in order to permit ENEL to carry out checks.

12. DOCUMENTATION AND INFORMATION TO BE PROVIDED BY THE CONTRACTOR

13.1 LEGAL EMPLOYMENT AND HSE DOCUMENTATION

13.1.1 The Contractor shall provide such information, documentation and evidence, as required by ENEL, necessary to verify the correct fulfilment by the Contractor of its obligations under this HSE Terms and the Law, including in relation to its procedures, work methods, work instructions and risk assessment related to the activities stipulated within the Contract.

13.1.2 The list of documents requested by ENEL is exemplified below and is not exhaustive.

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

13.2.1. At least three weeks before the start of activity within the scope of the Contract and considering all Personnel, the Contractor shall, for that specific activity:

a) provide the list of Personnel that will participate in the execution of contractual activities, indicating for each of them: Names and surname; Social Security number or equivalent (if the communication of this data is compliant with applicable Law); Worksite where they will serve; occupational category or job position; where appropriate, whether the Personnel is subject to particularly dangerous risks. This list shall 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 Personnel (whether or not newly recruited) occur;

b) where requested, provide the Contractor Procedures related to the activity of the Contract;

c) provide the list of authorized vehicles as described in Section 7;

d) provide, on request, all documentation showing compliance with applicable HSE Law.

13.2.2 The Contractor shall have a digital file containing all the information stated in 13.2.1, which is subject to review and verification by ENEL before the beginning of the activities and at any time thereafter. If required by ENEL, Contractor shall make this documentation available no later than forty-eight (48) hours.

13.2.3 If Contractor doesn't provide the above documentation, upon ENEL request, Contractor's Personnel shall not have authorization to enter the Worksite.

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

13.3.1 The Contractor must keep updated and available at the Worksite the mentioned documentation in the Section 13.2.1 during the execution of the Contract and must inform ENEL with any update.

13.3.2 The Contractor shall keep at the Worksite an updated daily Personnel list employed by the Contractor, daily list of the vehicles that enter in the Worksite (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.

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14 CONSEQUENCE MANAGEMENT IN CASE OF HSE EVENTS OR HSE BREACHES

14.1 GENERAL RULES

14.1.1 This Section defines the consequences which may be applied towards Contractor in case of:

a) Breaches of (i) any ENEL HSE Requirements or (ii) any Enel HSE obligations provided in the Contract or (iii) any applicable health, safety, and/or environmental Laws (“HSE Breaches”);

b) Safety Accidents or Environmental Events attributable to Contractor’s Personnel (“HSE Events”).

14.1.2 Without prejudice to local Laws, if the breaches are related to a Subcontractor, ENEL has the right to remove the authorization of subcontracting to that Subcontractor.

14.1.3 Regardless of any other provision of the Contract the actions provided herein are not in lieu of any right or remedy of ENEL under the Contract, including the right to claim damages or indemnification for the matters that have led to breaches, Safety Accidents, Environmental Events described in 14.1.1.

14.2 ACTIONS TOWARDS CONTRACTORS IN CASE OF H&S OR ENVIRONMENTAL BREACHES

14.2.1 In case repeated breaches of any ENEL HSE Requirements or any ENEL HSE obligations provided herein or any applicable health, safety, and/or environmental Laws and regulations, at its sole discretion, ENEL in addition to and without prejudice to any other Contractual right may also:

- suspend partially or totally Contract execution or a certain activity (depending on the severity of HSE Breaches) - until the verification of the implementation of any adjustments or corrective actions to address the breach - without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- reduce the scope of the Contract or perform the activity directly or through a third party and/or
- not activate or cancel any Contractual options, such as Contract duration or Contract amount extension and/or
- terminate the Contract according to Section 14.4 and/or
- suspend or remove the Contractor and/or its Subcontractors and/or Contractor’s Affiliates from Supplier Qualification System, and/or
- suspend payment of sums due to the Contractor, limited to 10% of the aggregate amounts accrued to be invoiced at the time of the HSE Breaches, until the Contractor implements the remedy measures.

14.2.2 In case of a breach or whenever the Contractor’s Personnel behavior represents a risk for his/her own integrity or third parties, ENEL has the right to require his/her immediate suspension until the verification of any adjustments or corrective actions taken to address the breach- or removal from Worksite and his/her replacement.

14.3 ACTIONS TOWARDS CONTRACTORS IN CASE OF SAFETY ACCIDENT OR ENVIRONMENTAL EVENT

14.3.1 In case of a HSE Event caused by Contractor’s Personnel the Contractor shall indemnify ENEL for and hold ENEL harmless for any loss or expense that ENEL may sustain or incur such as:

- any business impact due to Safety Accident or Environmental Event, and/or
- any claim or suit brought by the individuals or entities due to the Safety Accidents or Environmental Event, and/or,
- any fine, penalty or sanction imposed by an authority to ENEL by reason of the Safety Accident or Environmental Event.

14.3.2 In case of an HSE Event, ENEL, at its sole discretion, without prejudice to any other Contractual right, including the penalties for HSE Breaches, may:

- suspend partially or totally Contract execution or a certain activity (depending on the severity of HSE Breaches) - until the verification of the implementation of any adjustments or corrective actions to address the breach - without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- reduce the scope of the Contract or perform the activity directly or through a third party; and/or
- not activate or cancel any Contractual options, such as Contract duration or Contract amount extension and/or
- terminate the Contract according to Section 14.4 and/or
- suspend or remove the Contractor and/or its Subcontractors and/or Contractor’s Affiliates from Supplier Qualification System, and/or
- suspend payment of sums due to the Contractor, limited to 10% of the aggregate amounts accrued to be invoiced at the time of the HSE Breaches, until the Contractor implements the remedy measures; and/or

14.3.3 In case of a breach or whenever the Contractor’s Personnel behavior represents a risk for his/her own integrity or third parties, ENEL has the right to require his/her immediate suspension until the verification of the implementation of any adjustments or corrective actions to address the breach- or removal from Worksite or the activities within the Contract and his/her replacement.

14.4 CONTRACT TERMINATION FOR HSE EVENTS OR BREACHES REGARDING HSE REQUIREMENTS

14.4.1 ENEL - at its sole discretion - and without prejudice to any other Contractual right, including those provided above, may also terminate the Contract in case:

a) Safety Accident or Environmental Event during the execution of the Contract, in which the responsibility is attributable to Contractor or Contractor's Personnel, as determined by the accident investigation analysis carried out by the ENEL Group company; or

b) Safety Accident or Environmental Event during execution of another Contract with ENEL or with another Company of ENEL Group and referring to the activities similar to those of the Contract, in which the responsibility is attributable to Contractor or Contractor's Personnel, as determined by the accident investigation carried out by the ENEL Group company; or

c) Contractor does not implement actions defined in the remediation plan (after a HSE Breach or event as described in Section 10) within the specified time limit; or

d) A significant worsening of H&S or Environmental performance (e.g increasing of HSE events or ENEL HSE indicators) during the execution of the activities within the scope of the Contract; or

e) Breaches by the Contractor and/or any Subcontractor of the requirements of Law or of the Contract 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,
  - media negative exposition at national and/or international level,
- Financial loss (all costs incurred as a result of the environmental event, i.e. fines and penalties, liabilities, immediate corrective actions, remediation plan implementation, loss of revenues, etc.) greater than 1.000.000 €.

14.4.2 If ENEL make use of this Contractual right, the Contract shall be immediately terminated after ENEL's written notice, without any compensation and without any other prior formality nor court intervention, arbitration process or any other procedure being necessary, without prejudice of ENEL's right to claim damages.