HEALTH, SAFETY AND ENVIRONMENTAL TERMS FOR WORKS AND SERVICES ON SITE

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1. SCOPE

These Health, Safety and Environmental Terms for Works and Services on Site (the "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, regarding the management of the activities that require on-site operations (maintenance, construction, installation, disassembly etc.) in compliance with Law. This HSE Terms replaces the previous edition 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 The requirements related to specific risks (e.g electrical, chemical, fall from height, etc.) or to specific activities/works (e.g Complex Work with relevant interferences) included in this document must be implemented only if the risk assessment associated to the activity, within the scope of the Contract, includes the exposure to this kind of risks.

2.5 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.

2.6 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

- **Ancillary activities:** means all the activities assigned by Contractor to third parties (without a contractual relationship with ENEL) and therefore not identified as Subcontractors or Subsuppliers.
- **Contractor Assessment:** means an assessment conducted by ENEL or third parties authorized by ENEL, to evaluate the HSE management processes of Contractor.
- **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.
- **Environmental Coordinator (Env Coordinator)**: one or more representatives, which are responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation. The Env Coordinator can be represented by the same representative for the H&S Coordinator profile, if he/she is qualified/skilled for the role.
- **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).
- **Foreman**: means a person who is in charge to supervise the work and ensures the implementation of instructions issued, ensuring correct job execution by Contractor's Personnel in compliance with HSE regulations and company rules. This person is a nominated person in control of a work activity.
- **Handover of a Work area**: Action by which a Work Area is formally assigned by ENEL to Contractor who is in charge of the area access

and management including safety and environmental conditions.

- **Handover back of a Work Area**: Action by which a Work Area previously handed over is returned to ENEL at the conclusion of certain works.
- **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
- **H&S Coordinator for design and planning (H&S CP)**: in case of Complex Works with Interference, one person who, in the design and planning phase, is responsible with the ENV Coordinator for establishing the HSE Coordination Plan in order to minimize the possible interference risks.
- **H&S Coordinator for execution and control (H&S CE)**: in case of Complex Works with Interference, one person who, starting from the HSE Coordination Plan, is responsible for the coordination between the different working groups and the supervision during the execution phase, in order to minimize the interference risks. The H&S CE can be represented by the same representative for H&S CP.
- **HSE**: means Health, Safety and Environment.
- **HSE Coordination Plan**: means the document which shall be defined at the project stage in which all aspects of risks and prevention and protection measures relating to a specific Worksite are analyzed, considering each H&S Plan and Environmental Plan.
- **Interference**: means a work activity where different Contractor's Personnel (either from ENEL /Contractors/Subcontractors) work at the same Worksite:
    - at the same time, with a direct effect on the surrounding activities,
    - at different times, if the effects of activities performed by the Contractor's Personnel working before affect the Contractor's Personnel working afterwards.
- **Life Changing Accident**: means a Safety Accident that has caused a permanent damage which changed the life of the injured person.
- **Non-Conformity**: means any breach or deviation in fulfilling what established by a ENEL HSE Requirements or Law.
- **Merchandise Group - MG**: means specific category of goods, works or services either global or local.
- **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.
- **Project supervisor**: physical person appointed by ENEL as responsible for works organization and execution, also in relation to HSE matters. This figure is responsible the general supervision and management of the all project and can be appointed also within the organization of the main Contractor.
- **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).
- **Work area**: means an area within the Worksite where specific activities are conducted.
- **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) in addition to the training requested by Law, ensure its Personnel is trained on the work procedures and methods ("Contractor Procedures") by implementation of theorical and practical training activities and final learning test for verifying the effectiveness of the training provided;
d) provide its Personnel with adequate PPE, CPE, vehicles, machinery, 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 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.

4.1.5 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.

4.1.6 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 4.1.6 ensuring appropriate Law enforcement support, as needed.

If it is 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 exposure to electrical risk (dead works – works out of voltage), Contractor shall comply with the 5 Golden Rules:

1. carry out the effective shutdown of all voltage sources;
2. secure against re-connection and put up monitoring signs;
3. verify the absence of voltage;
4. carry out earthing and short-circuiting and ensure equipotentiality conditions or equivalent methods;
5. mark and demarcate the working area and provide protection against adjacent live parts.

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

4.2.3 In case of activity where Contractor's Personnel work alone and isolated, Contractor shall ensure the implementation of emergency

measures including measures to enable Personnel to call for help (e.g device of communication, satellite mobile). Contractor's Personnel shall be trained about emergency procedures.

4.2.4 Contractor shall ensure that software (eg. APP5RO, e-PTW, IUP, In Check, In Gen) provided by ENEL to follow the procedures and perform activities safely, are used and managed properly.

5. HEALTH AND SAFETY PLAN

5.1 REQUIREMENTS

5.1.1 Prior to commencement of Contract activities, at any Worksite the Contractor shall identify the hazard and define a Health and Safety risk assessment and management plan (hereinafter referred as "H&S Plan") which shall be specific for all the activities of the Contract and aims to identify the risks and relative prevention and protection measures that have to be implemented. In case of Contracts applicable to multiple Worksites, the H&S Plan shall be customized considering each specific Worksite's conditions and risks.

5.1.2 The H&S Plan shall be transmitted to ENEL and reviewed and updated in case of changes of work organization, Safety Incident occurred or new H&S risks have been identified. The H&S Plan shall be available on Worksite and known by all Contactor's Personnel.

5.1.3 The H&S Plan shall be carried out in accordance with Law and/or according to ISO 45001 standard (or equivalent certification standard if agreed upon by ENEL) and/or on the basis of Section 5.2.

5.2 GUIDELINES FOR H&S PLAN

5.2.1 Contractor shall include and consider in the H&S Plan the evaluation of at least of the following aspects where applicable to the contractual activity:

- description of the Worksite conditions;
- description and planning of activities to be executed;
- H&S risks identification and assessment referring to work activities and work environment (including weather conditions);
- preventive and protective measures to be adopted based on H&S risk assessment;
- H&S organization and personnel involved (including roles for emergency management);
- job profiles and certifications required for the related work activity;
- documentation on the information and training of Personnel employed according to the role and job profile;
- work methods and work organization;
- tools, machinery and equipment to be used;
- hazardous substances and mixtures used with their safety data sheets;
- PPE/CPE provided to Personnel;
- safety emergency plan/procedures/instructions;
- cooperation with other Contractors working for ENEL and possible impact/interference management (e.g noise, welding fumes, falling materials from above, dust, movement of loads, etc).

6. ENVIRONMENTAL PLAN

6.1 REQUIREMENTS

6.1.1 Prior to commencement of Contract activities in any Worksite the Contractor shall define the Environmental Plan including the environmental risk assessment which shall be specific for all the activities of the Contract and aims to identify the environmental risks and prevention and protection measures that must be implemented.

6.1.2 The Environmental Plan shall be reviewed and updated in case of changes of activities, work organization or in case of events have occurred or new environmental risks have been identified. The Contractor shall ensure that the Subcontractors' Environmental Plans are aligned with the Contractor' Environmental Plan. The Environmental Plan shall be available on Worksite.

6.1.3 The Environmental Plan shall be carried out in accordance with applicable Law, if any, and/or in accordance with the guidelines set out in Section 6.2, and/or according to ISO 14001 standard (or equivalent certification standard, if agreed upon by Enel).

6.1.4 In case of Contracts applicable to multiple Worksites, particular focus on the environmental risk assessment shall be provided for the specific activity to be performed. In this case the Environmental Plan must be delivered to ENEL prior to commencing the performance of Worksite activities provided by the Contract and then the Contractor shall implement it for each Worksite, updating it whenever a new environmental risk could occur.

6.1.5 ENEL group Environmental Policies and ENEL's specific instructions for the Worksite in question (if any) should be taken into consideration where more stringent than applicable Law.

6.2 GUIDELINES FOR ENVIRONMENTAL PLAN

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

a) description of the Worksite conditions and activities;
b) requirements established in the environmental permits and licenses approved by the Governmental Authority;
c) identification of relevant environmental aspects/impacts/risk inherent to waste, biodiversity, waste water, consumption of resources, soil pollution, archeology, dust, pollutant emissions, noise, excavated rock and soil, electromagnetic fields, Hazardous Substance, etc, related to the activities and possible risks related to extreme scenarios (i.e. extreme weather conditions);
d) Based on environmental risk assessment (point c), the Contractor shall define:
   - preventive and protective measures to be adopted;
   - work environmental procedures and work organization;
   - tools, machinery and equipment used;
   - roles and responsibilities;
   - environmental emergency plan/procedures/instructions, description of the environmental monitoring operations/actions, including planning and frequency;
   - description of reporting to be handed over to Governmental Authorities;
   - compliance with existing Worksite environmental rules, for Worksites under ENEL or third-party responsibility;
   - documentation on the information and training of Personnel employed according to the role and job profile;
   - cooperation with other Contractors working for ENEL and possible impact/interference management

In addition, if Section 17 of Complex Work with relevant interference is applicable to the Contract, the Environmental Plan, shall include, the designation of the Environmental Coordinator.

7. HSE ORGANIZATION AND RESPONSIBILITY

7.1 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 13). 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 and especially in case of complex context when this activity can generate Hazards affecting 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 signaling any deviation from the planning established which can arise during the activity execution.
c) In case of Complex Work with relevant interferences, professionals provided within Section 17.

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

7.3 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.

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

8.1 The Contractor shall define specific emergency plan or procedures or instructions, eventually integrated in H&S Plan and Environmental Plan, 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 plan or procedures or instructions shall include the designation of Contractor's Personnel in charge of first aid, fire-fighting and other emergencies management.

8.2 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.

8.3 The Contractor shall ensure that each Worksite is supplied with:

- a sufficient number (at least one) of first aid kits, pursuant to the provisions of applicable Law and according to the provisions of emergency plan or procedures or instructions;
- trained its Personnel able to respond and/or manage a foreseeable emergency scenario;
- a suitable means of communication to ensure a prompt response of first aid/emergency assistance;
- appropriate equipment, suitable to the specific emergency scenario (fire, flood etc.) inherent to the risk of the activity to be performed;
- firefighting and fire detection equipment, evaluated according to fire risk assessment;
- adequate environmental emergency management equipment (such as the kit with containment/absorbent materials having a total absorption capacity adequate for the oil-containing equipment, cylindrical barriers/sorbent socks enough to isolate the spill, disposal bags/bins, PPE etc.), evaluated according to the environmental risk assessment of the activity such as, in case of handling or works with generators, transformers, or hydraulic drives systems.

8.4 All the actions pertaining to first aid, fire prevention and emergency management shall be carried out by Contractor's Personnel trained and appointed for first aid, fire-fighting and other emergencies management.

8.5 For Worksite, all Contractors' actions pertaining to first aid, fire-fighting and emergency management must be carried out in coordination with the existing Worksite emergency plans.

9. HSE INFORMATION AND COORDINATION

9.1 HSE INDUCTION

9.1.1 Before the start of Contract activities or if there is a potential interference risk, ENEL and the Contractor will hold a HSE kick off meeting to briefly review together the main HSE topics relevant to the activities. Therefore, the contents of the HSE kick off meeting depend on the typology of activities and the characteristics of the Worksite and shall cover at least the following topics:

- main roles and references within the site/activities;
- ENEL HSE Requirements and behavioral HSE rules in force;
- Stop Work Policy;
- Pre-job Check;
- procedures for reporting Safety Events and Environmental Events;
- coordination and interference risk management (if apply);
- general information on the main HSE risk specific of the Worksite;
- general information on emergency procedures applicable.

A record of the meeting (minutes of meeting) shall be signed by representatives of both Parties.

In case of changes of the ENEL procedures or of the work conditions, a HSE follow up meeting shall be scheduled.

9.1.2 Before the start of Contract activities, Contractor shall execute a HSE induction talk to all own Personnel involved in the Contract to ensure that they are aware of:

- HSE risks related to the activities;
- HSE preventive and protective measures to be adopted;
- ENEL HSE Requirements and behavioral safety rules in force;
- Stop Work Policy;
- Pre-job Check;
- main roles and references within the site/activities;
- information on HSE risk specific of the Worksite and risk by interference (if any);
- emergency procedures applicable.

The HSE induction talk shall be properly recorded and shall be updated at least in case of changes of procedures or of the work conditions.

9.2 PRE-JOB CHECK

9.2.1 Immediately before the beginning of each specific activity at the Worksite, Contractor shall carry out on site a Pre-Job Check organized by the Foreman or other appointed person (with equivalent competences and responsibilities) involving all the work team.

The Pre Job Check aims to:

- describe all the phases of work to be undertaken and their associated HSE risks, with a level of detail adequate to the complexity of the activity to be undertaken;

- draw the attention of the Contractor's Personnel to the work phases which are most significant in terms of safety and environment (e.g. where coordination between different activities is necessary, where the use of special equipment is required, etc.) and on associated preventive measures to be adopted in order to prevent Safety Events or Environmental Events;
- list the equipment/tools/vehicles to be used, the necessary CPE, PPE and environmental protective equipment (i.e. emergency spill kit), requiring the control of effectiveness to be done by Contractor's Personnel before their use;
- entrust tasks, providing all further required explanations, to trained/qualified Contractor's Personnel;
- ensure that the preventive and protective measures necessary for the start of the activity are adequately put in place and sufficient to ensure a safe workplace;
- ensure that emergency response methods are clear and well known to Contractor's Personnel.

During the Pre-Job Check the Foreman with the work team shall prepare the Pre-Job Check report with at least the following contents:

- general indication (eg. address of the Worksite, date, activity (ENEL activity identifier) etc.);
- type of activity (scheduled or on failure) and mode (e.g. off-voltage, equipment, etc.);
- HSE risks associated with the specific activities;
- interference risks in the Worksite and related measures to manage them;
- description of work phases with the relative safety measures, like PPE, Worksite organization, roles, tasks and their related responsible; also description of preventive environmental mitigation action etc.;
- indication of the Foreman and any change of the person previously identified as Foreman;
- list of all the participants and formalization of their participation (signatures or audio registration confirming all the participants etc.).

9.2.2 The Pre-Job Check shall be repeated whenever a change occurs in the working conditions, working methods or new Contractor's Personnel are assigned to the activities and at least daily in case of activities lasting more days. In the Pre-Job Check the Foreman and the other Contractor's Personnel shall review all stages of the activity and the related tasks, assess situations with the potential HSE risk and describe the Equipment and material they will be using and the behaviors to be adopted in order to prevent Safety Events and Environmental Events. The Pre-Job Check shall be properly documented and archived.

9.2.3 The Pre-Job Check report shall ensure, also with the support of a specific checklist, that all Contractor's Personnel:

- are informed about the activity to be performed and operational procedures;
- understand the Safety and Environmental risks associated with the specific activity to be performed as described in H&S Plan and Environmental Plan;
- consequently adopt all necessary preventive measures to ensure the activity is carried out safely and protecting the environment, as described in H&S Plan and Environmental Plan;
- know the operational methods to be followed;
- have properly identified and marked the working area;
- have set up appropriate communication methods among the team members and, if necessary, temporary supervision responsibility when the team has to split in more sub-teams which cannot be directly supervised by the Foreman;
- have set up appropriate measures to be able to react in case of emergencies and to mitigate adverse effects on Contractor's Personnel, the public and the environment;
- know that they must inform immediately the Foreman about any danger, any unexpected situation or deficiencies in the machineries/vehicles/PPE or CPE for safety and environmental aspects applying the Stop Work Policy.

9.2.4 At the end of the work activities, the Foreman shall archive copies of the completed Pre-Job Check reports and makes them available for verification and inspection during the duration of the Contract.

9.3 COORDINATION AND AWARENESS

9.3.1 Contractor shall participate to all coordination meetings organized by ENEL during the execution phase of the Contract.

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

10. VEHICLES, MACHINERY, EQUIPMENT, TOOLS AND MATERIALS

10.1 Contractor shall:

- provide its Personnel with all vehicles, machinery, equipment, tools and materials, adequate for safe and high-quality execution of the activities within the scope of Contract;
- provide its Personnel with vehicles, machinery, equipment, tools and materials compliant with applicable Laws and technical and certifications standards, certified by manufacturer, maintained according to the manufacturer's instructions and verified according to the periodic legal requirements, making available the maintenance and verifications register. Moreover, the Contractor shall ensure that they are undamaged, without self-modification or self-reparation, functioning, checked before use;

- ensure that vehicles, machinery, equipment, tools are appropriately equipped with signaling/warning devices (visual and/or acoustic system), safety/emergency devices and all the other elements that ensure their safe use (lights, rear-view mirrors, etc.) which shall be intact and functional, including any guards/barriers/protections aimed at preventing accidental harmful contact (e.g moving/rotating parts or materials projection). The use of vehicles, machinery, equipment and tools without the protective devices is prohibited;
- ensure that vehicles, machinery, equipment, tools, when they are not used, are secured and appropriate measures/devices are implemented to prevent accidental movement or unauthorized use;
- abstain from using vehicles, machinery, equipment, tools and materials owned by ENEL except prior written authorization;
- ensure during the use of vehicles or machinery (such as operating machines, lifting machines, earth moving machine, elevating work platforms) that Personnel maintain the safety distances from the range of action of the machinery ("line of fire").

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

10.3 Contractor shall make available (and transmit, if required) to ENEL, before the commencement of activity at the Worksite, all information related to the vehicles, machinery, equipment and materials it is going to use for the execution of the activities within the scope of the Contract. ENEL reserves the right to validate this information before authorizing the activity execution.

10.4 Contractor shall ensure a process of periodical controls, according to the manufacturer's instructions, of all vehicles, machinery, equipment and tools (including protective material covers, insulation, and others) and shall ensure that they are regularly maintained in order to minimize deterioration.

10.5 Contractor's vehicles, machinery, 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, machinery, Equipment or tools.

10.6 ENEL reserves the right to inspect all the elements and relevant documentation described in this Section, before and during the use of machinery, vehicles, equipment and tools to verify their compliance with the Law and ENEL HSE Requirements as well as the Contract. If during the inspection ENEL detects they are not compliant, the Contractor and Subcontractor shall immediately stop the use and ENEL may require that Contractor remove the affected machinery, vehicles, equipment or tool from the Worksite.

11. HAZARDOUS SUBSTANCES

11.1 If Contractor shall supply and use 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.

11.2 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.

11.3 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.

11.4 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.

11.5 Contractor shall maintain an updated inventory of all its material SDS for Hazardous Substances (including a file of the SDS) used for the performance of the Contract activities and shall update whenever a new Hazardous Substance is used.

11.6 Contractor shall record in the inventory quantities, location of storage, use and final disposal of such Hazardous Substance.

11.7 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. 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.

11.8 The Contractor must provide the evidence of the compliance with obligation of registration and communication referred to "Substances of Concern" (SoC) and "Substances of Very High Concern" (SVHC), in accordance with the Law, including the ESRS requirements.

11.9 The Contractor shall provide the list, main characteristics and quantities of these substances used during the contractual activities or present in the products.

11.10 Contractor shall be responsible for the management and proper disposal (within the timeframe set forth in the Contract) of all Hazardous Substances brought onto at the Worksite by it or its Subcontractors.

11.11 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-)

11.12 In case Hazardous Substances has to be classified as wastes, Contractor shall be responsible of their management according to APPENDINX 1 -WASTE MANAGEMENT.

11.13 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.

11.14 If Contractor discovers any pre-existing Hazardous Substance that has been stored, released or disposed of at the Worksite, Contractor shall immediately notify ENEL in writing and immediately stop any work in the affected area and adopt the appropriate measures in order to ensure a safe Worksite. Contractor will not thereafter resume performance of the work in the affected area except with the prior written permission of ENEL.

11.15 The Contractor shall set up a suitable area for the temporary storage of chemical substances in coordination with ENEL, paying attention to specific measures to reduce the generation of explosive and toxic atmospheres, incompatibility of chemical substances, containment of possible spills, generation of static electricity, fire prevention measures, etc.

12. PROTECTION OF THE ENVIRONMENT

12.1 MATERIALS AND/OR EQUIPMENT

12.1.1 The Contractor undertakes to employ, wherever 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.

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

12.1.3 The Contractor will comply with the provisions of the relevant APPENDIX 1 - WASTE MANAGEMENT.

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

12.1.5 The Contractor undertakes to manage the supplied packaging and empty containers, in accordance with applicable Law.

12.1.6 In case of supply of electrical and electronic equipment (EEE), batteries, packaging or other products subject to specific HSE regulations, Contractor shall provide evidence of all fulfilments required by 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.

If Contractor fails to comply with the above activities of life-ended recycling, ENEL may carry out those and recharge them to the Contractor.

12.2 WORKS AND/OR SERVICES ON SITE

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

12.2.2 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).

12.2.3 the Contractor shall:

- leave clean and free of debris the Worksite upon completion of the work specified in the Contract, removing all debris, containers, packaging, garbage, junk, and all kinds of waste generated, there remain, being responsibility of the Contractor, the collection, transport and authorized management thereof;
- preserve biodiversity on site according to Law and Contract requirement; in case of any impact is caused on biodiversity, appropriate mitigation measures identified on environmental action plan shall be promptly adopted and communicated to ENEL;
- present the information about cutting vegetation to ENEL prior commencing the activity. The activity of cutting has to be allowed according to the applicable laws and permits, if any. The Contractor finally shall receive authorization from ENEL prior to start the cutting activities. ENEL shall agree with the Contractor the advance period for the delivery of this information. Cutting vegetation shall be executed at the minimum possible;
- immediately report to ENEL any archeological finding and properly manage according to Law and Contract requirement;
- comply with the specific Country’s provisions of applicable Law and the specific contractual requirements and procedures on waste management as reported in APPENDIX 1 – WASTE MANAGEMENT;
- comply with the regulatory law of the packaging of the product for sale of equipment, products and materials and for recovery activities of equipment, products and materials resulting from the work activity provided by the Contract;
- avoid emissions of dust or other substances during the transportation of materials and any other activities likely to generate dust or other

substances. If avoidance is not possible, mitigate the impact;

- avoid emission of noise and vibration during the execution of the works. If avoidance is not possible mitigate the impact;
- properly segregate each material, liquid substance, residue, waste separately by placing them in the appropriate area at the place of performance of the Contract. Use a sufficient number of containers, where applicable, that are closed, marked and in good condition to prevent uncontrolled spills, leakages, or emissions that could impact the environment;
- manage soil and rocks from excavation in accordance with applicable Law and ENEL HSE requirements;
- minimize water consumption; avoiding the use whenever possible;
- avoid emissions of wastewater, if avoidance is not possible, mitigate the impact;
- prevent events that may cause soil erosion;
- be equipped with a proper emergency spill kit, according to the emergency plan.

Concerning greenhouse gases and ozone-depleting substances, all relevant works at the Worksite (e.g. installation or maintenance of SF6 containing equipment, etc.) must be carried out by qualified Contractor's Personnel as required under the Contract and Law.

13. REPORTING

13.1 SAFETY EVENTS REPORTING AND MANAGEMENT

13.1.1 The Contractor shall report any Safety Accident occurring during the execution 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).

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

13.1.3 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.

13.1.4 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.

13.1.5 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.

13.1.6 Moreover, the Contractor shall timely notify to ENEL any fatal or Life Changing Accident occurred in activities performed under Contracts with third parties which are related to defect or misuse of equipment, machinery, 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 .

13.1.7 SAFETY ACCIDENT AND FIRST AID

In case of Safety Accident and First Aid, 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).

13.1.8 SAFETY NEAR MISS AND SAFETY OBSERVATION

Within **3 calendar days** from the occurrence Contractor shall notify to ENEL any 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 previous month, by written notice reporting the causes and the relative corrective/preventive measures adopted.

13.2 ENVIRONMENTAL EVENTS REPORTING AND MANAGEMENT

13.2.1 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).

13.2.2 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.

13.2.3 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.

13.2.4 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.

13.2.5 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.

13.2.6 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.

13.3 STOP WORKS REPORTING AND MANAGEMENT

13.3.1 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.

Each month Contractor shall send to ENEL a report including all Stop Works which occurred in the previous month, by written notice reporting the causes and the relative corrective/preventive measures adopted.

13.4 SANCTIONS AND CONTROLS BY GOVERNMENT AUTHORITY NOTIFICATIONS

13.4.1 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.

13.4.2 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 13.2 shall be applied.

13.5 OTHER DATA REPORTING

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

13.5.2 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.

14. SUBCONTRACTORS

14.1 GENERAL HSE OBLIGATIONS FOR SUBCONTRACTING

14.1.1 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.

14.2 HSE VERIFICATION FOR APPROVAL OF SUBCONTRACTING

14.2.1 If the Contract includes the possibility of subcontracting part of the activities, HSE verification for subcontracting approval shall be executed by Contractor according to the specific activities within the scope of the Contract. The Contractor shall guarantee a strict supervision on the Subcontractor, related to its compliance on Safety and Environmental provisions and the use of the best available techniques. The Contractor shall track all the controls related to this supervision. This type of verification is in addition to any mandatory checks to be executed by ENEL. The HSE verification for approval of Subcontracting shall be executed according to the following flow.

In case of:

a) Contracts belonging to MG at **Medium and High H&S Risk** or **High ENV risk:** Contractor shall carry out an HSE appraisal to Subcontractor aimed at verifying the adequacy of Subcontractor's organization and HSE management processes. The HSE appraisal shall be executed by Contractor using the ENEL methodology, adopted for Contractor Assessment of main Contractors or similar[1] one, previously shared with ENEL;

b) Contracts belonging to **MG of Medium ENV risk**: Contractor shall provide evidence of the evaluation of the Environmental risks related to the activities object of the subcontract and in case of presence of potential significant environmental risks[2] perform an HSE Appraisal or request the ISO 14001, valid and relevant to the subcontracting activities, from the Subcontractor;

c) Contracts belonging to MG of **Low H&S Risk or Low ENV risk:** ENEL will evaluate if necessary to request Contractor to carry out a HSE appraisal.

14.3 SUBCONTRACTOR REGISTRATION AND DOCUMENTATION TRANSMISSION

14.3.1 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;
- the report with the results of HSE Appraisal if applicable, according to the Sections 14.4 and 14.5;
- any additional HSE documentation, certification, authorization, etc. requested by Law or by Contract.

14.3.2 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.

14.4 PRELIMINARY CHECKS

Notwithstanding the need to obtain ENEL prior approval before any Subcontracting, if, one of the following conditions is satisfied, Contractor is not requested to carry out the HSE appraisal to Subcontractors:

a) Subcontractor is already qualified in the same MG or in another MG of the same or higher risk level and execute similar activities[3] referring to H&S and ENV risk typologies;

b) Subcontractor has already positively passed a Contractor Assessment carried out by ENEL in the last 24 months, in the same MG or in another MG of the same or higher risk level and execute similar activities referring to H&S and ENV risk typologies;

c) Contractor has already carried out a HSE Appraisal to the Subcontractor in the last 12 months for Contracts belonging to the same MG or to MGs of the same or higher risk level and related to similar activities.

Anyway, Contractor is responsible to execute all the necessary verifications to ensure Subcontractor meets all the legal and technical requirements in compliance with the Contract and the Law.

14.5 HSE APPRAISAL

14.5.1 The HSE appraisal aims at verifying the adequacy and effectiveness of the organization and HSE management processes adopted by a Subcontractor. It's based on the execution of an assessment equivalent to the Contractor Assessment performed by ENEL to Contractors. For this purpose, ENEL as soon as informed about potential Subcontractor will transmit to Contractor the questionnaire and metrics used for the execution of Contractor Assessment. Contractor can use also a different questionnaire, if it's consistent with the methodology adopted by ENEL, and all the items/clusters of the ENEL Contractor Assessment questionnaire are evaluated also in its questionnaire. In this case Contractor shall previously

[1] Similar means an assessment methodology which analyzes the same cluster reported in the questionnaire transmitted by ENEL

[2] The following is a non-exhaustive list of activities that shall be considered with potential environmental risks: civil works, demolitions, waste management, including transport, storage and disposal/recovery, management of hazardous substances, remediation activities, maritime works, construction, operation and maintenance of plants, construction of industrial buildings, installation of exchangers (such as air-gas and gas-gas regenerative heat exchangers), installation of gas and condensate treatment systems, construction of chimneys

[3] To be evaluated in collaboration with ENEL, also for the point b) and c)

submit the template of the questionnaire to ENEL for approval.

14.5.2 After the execution of HSE Appraisal, the Contractor shall send to Enel Contract Referent a report summarizing the appraisal carried out, the HSE clusters analyzed and related findings, in compliance with the requirements/standards defined by ENEL.

14.5.3 ENEL will:

- verify that the report is drawn up in line with the methodology defined by ENEL;
- if necessary, ask Contractor for integration to the appraisal carried out (e.g. not all the aspects included in the Enel Contractor Assessment questionnaire have been assessed);
- provide feedback to Contractor about the results of the HSE appraisal.

14.5.4 Provided that the Subcontractor satisfies all the legal, technical and reputational requirement, the final results of the HSE appraisal of Contractor shall be evaluated accordingly:

- HSE Appraisal results as GOOD / ACCEPTABLE: Subcontractor has adequate processes for the management of HSE aspects. So Contractor can continue the process for approval of subcontracting;
- HSE Appraisal results TO BE IMPROVED: Subcontractor has almost adequate processes for the management of HSE aspects but there are some aspects to be improved. So Contractor can continue the process for approval of subcontracting. Moreover, ENEL requests Contractor the definition and implementation of an action plan by the Subcontractor, that can be finalized during the execution of the Contract's activities, focused on the improvement areas detected in the HSE Appraisal. Any urgent and necessary contingency actions for risks mitigation shall be implemented by Contractor (e.g. increased supervision). Contractor shall monitor the progress of the action plan and provide periodical updated to Enel Contract Referent until its completion;
- HSE Appraisal results as NOT ADEQUATE: Subcontractor has no adequate processes for the management of HSE aspects. So, Contractor won't submit the report to Enel Contract Referent and the request for subcontracting and shall look for another Subcontractor.

ENEL can carry out random checks about documentation provided to Contractors by Subcontractors as evidence of the HSE Appraisal result or about the ISO 14001 validity and perimeter of application.

14.6 SUBCONTRACTOR MANAGEMENT

14.6.1 Contractor shall:

- ensure that the Subcontractors' H&S and Environmental Plans are aligned with its Plans and shall ensure that they are aware about and apply the instructions/contents of the emergency plan applicable for the Worksite.
- keep Subcontractors HSE documents where the activities of the Contract are performed, or for the purposes of their application, or to be produced on request.

15 DOCUMENTATION AND INFORMATION TO BE PROVIDED BY THE CONTRACTOR

15.1 LEGAL EMPLOYMENT AND HSE DOCUMENTATION

15.1.1 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.

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

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

15.2.1. 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) provide the list of all Personnel that will be in the Worksite for any reasons not strictly related to contractual activities (Ancillary Activities as described in the Section 18), ensuring that such Personnel shall observe safety standards of the Worksite and limits for restricted areas;

c) provide the H&S Plan and the Environmental Plan (Environmental risk assessment and management plan);

d) provide the Contractor Procedures related to the activity of the Contract;

e) provide the documentation related to Complex Work with relevant interferences described in Section 17;

f) make available (or provide a soft copy if required) a HSE file, containing at least:
   - evidence of specific HSE, theoretical and practical training (individual certifications) according to the activities assigned to the Personnel (including technical individual certifications/license, skills and competences), within the scope of the Contract.;
   - fit for duty medical certificate (unless differently provided by applicable data protection law);
   - evidence of delivery and acceptance by its Personnel of PPE corresponding as provided in the H&S Plan. Such documentation shall include list of PPE delivered to the Personnel;
   - Contractor statement assuring that all equipment, tools and PPE or CPE that will be used in performance of the Contract comply with the H&S Plan and Environmental Plan and that they have a declaration of conformity required by applicable Law (e.g CE declaration in Europe).

g) provide the list of authorized vehicles and machineries as described in Section 10;

h) provide, on request, all documentation showing compliance with applicable HSE Law (including, but not limited to authorization related to waste management according to APPENDIX 1 - WASTE MANAGEMENT, permits etc.).

15.2.2. The Contractor shall have a digital file containing all the information stated in 15.2.1, 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.

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

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

15.3.1. The Contractor must keep updated and available at the Worksite the mentioned documentation in the Section 15.2.1 during the execution of the Contract and must inform ENEL with any update.

15.3.2. 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.

16 INSPECTION AND MONITORING ACTIVITIES

16.1. GENERAL RULES

16.1.1. ENEL has the right to carry out inspections or audit to check and verify compliance with the Contract clauses and the content of these HSE Terms – including, in particular, compliance with HSE obligations - and Contractor shall timely cooperate. The ENEL HSE inspection aims to analyze among others, the work organization, work execution and Worksite management including, but not limited to, planning, authorization, processes and procedures, equipment, materials, machineries, qualification and training of Contractor's Personnel involved in the activity as well as to provide feedback to Contractor's Personnel in case of incorrect, unsafe or improper adopted behaviors for a timely correction.

16.1.2. ENEL has the right to carry out a Contractor assessment on HSE aspects during the contractual activities (e.g in case of low or worsening HSE performance or Safety and Environmental events) with the aims to analyze Contractor HSE process and organization, including cultural and leadership aspects. Based on the results obtained, Contractor may be requested to implement a remediation plan focused on the criticalities detected.

16.1.3. ENEL representatives and/or third parties authorized by ENEL shall have access at any time at the Worksite to carry out the above-mentioned checks and verifications. The inspection can also be virtual, made with remote connection.

16.1.4. ENEL reserves the right, to monitor, during environmental inspections, the proper management of waste and of the other environmental aspects related to the Contract activities and to carry out the monitoring of performances also at Contractors or Subcontractors premises, for instance on their premises, warehouses or storage areas, deposits or working facilities, to check and verify the compliance of the activities performed in those sites with particular focus on environmental compliance (regulatory and/or contractual). This may include also assets or facilities of third parties, where Contractors performs contractual activities.

16.1.5. ENEL reserves the right to require the Contractor to register images by video recording or photo for HSE purposes during the contractual activities, in accordance with applicable Law on personal data protection and subject to Confidentiality and intellectual property provisions of the Contract.

16.1.6. For Contract related to services activities as dinning, cleaning, recreational room, security services etc. ENEL may perform verifications through 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.

16.1.7. The ENEL inspection and verifications aims to identify Non Conformity and request to Contractor to implement a corrective action plan in order to eliminate "root-causes" and eliminate consequent risks or reduce, when not possible to avoid. Non-Conformities found, during the inspections and verifications carried out by ENEL, will be shared with Contractor at the Work Site and will be subsequently formally notified to the Contractor.

16.1.8. The Contractor shall immediately solve the detected Non-Conformity applying the necessary corrective measures, communicate them to ENEL as solved providing with, if applicable, a description of the root cause of the non-conformity.

16.1.9. Otherwise, if it is not possible to solve the Non-Conformity immediately, within 7 calendar days from ENEL notification, Contractor shall provide ENEL with the analysis of the root causes and/or the reasons which led to the non-conformity and propose a remediation plan, detailing each action with its proposed schedule. In any case, ENEL reserves the right to request adjustments or additional corrective measures and to require more stringent deadlines. Contractor shall inform ENEL of all actions adopted to solve the Non-Conformity and once it is finally solved.

16.1.10. For each Non-Conformity, the Contractor shall carry out a Non-Conformity analysis to track the recurrence of such Non-Conformity and assess the effectiveness of remedial actions taken. If the analysis demonstrates the ineffectiveness of the planned remedial action, the Contractor shall organize a different and more effective preventive action. Contactor shall present and agree with ENEL this improved corrective action.

16.1.11. In case of Non-Conformities detected during inspections and verification activities, without prejudice to the above, ENEL reserves the right to apply any sanctions according Section 19 and to verify the actual implementation of the remediation plan and Contractor inspection activities, requesting additional information if necessary.

16.1.12. Contractor shall also track and monitor in the "HSE Non-Conformity Report" all its Non-Conformities detected during inspections (by Contractor's Personnel, by ENEL or representatives appointed by ENEL) and the corrective action taken and make said report available to ENEL under request.

16.1.13. In the cases where the failure to meet the ENEL HSE requirements produces, according to ENEL evaluation, an imminent danger, which is understood as any situation that creates an evident and manifest risk to people physical integrity or the possibility of environmental damage or in case of not compliance with Law, ENEL may apply the Stop Work until the ENEL investigation of the cause is completed or the problem is solved and ENEL considers HSE standards have been restored. If ENEL, or any other Contractor's Personnel on site, initiates Stop Work, Contractor shall perform appropriate safety analysis and define and implement a remediation plan.

16.1.14. In any case ENEL may call the Contractor or its HSE key referent for a periodical meeting to discuss the status of Non-Conformities found (by Contractor itself or following a ENEL inspection and the related corrective measures.

16.1.15. The inspections carried out by ENEL or authorized third parties don't replace the inspections to be executed by Contractor regarding the HSE compliance issues, obligations and responsibilities connected to the proper execution of the Contract. The Contractor, as a preventive action, shall perform its own inspections of the activities in order to identify the causes of Non-Conformity or any non-compliant situation detected and then implement the necessary corrective actions.

17 SPECIAL REQUIREMENTS FOR COMPLEX WORK WITH RELEVANT INTERFERENCES

17.1. DEFINITIONS

- "Complex Work with relevant interference": refers to a work activity involving (or performed by) more than one working group belonging to one or more parties (ENEL, Contractors, Subcontractors, other ENEL Contractors) and they:
    - execute different activities;
    - may work simultaneously at the Worksite or in subsequent stages of the work activities and a specific coordination and interference management of the different working groups is required.

      The parameters to be evaluated to classify an activity as "Complex Work with relevant interference" are:
        - number of personnel at the Worksite;
        - number of parties involved;
        - number of specific work activities at the Worksite (to be executed in parallel or subsequently);
        - complexity of involved installations and/or construction areas;
        - proximity of third parties within the Worksite;
        - dimension/extension of Worksite;
        - number of Work Areas;
        - duration of work activity;
        - special equipment and operational tools used for the work execution.

  As examples, the following works can be classified as "Complex Work with relevant interference" if one or more of the aforementioned conditions are fulfilled: construction, maintenance, repair, demolition, dismantling, conservation, rehabilitation, renovation, transformation of fixed, permanent or temporary structures, including in all cases the structural parts of overhead lines and the structural parts of electrical systems, road, hydroelectric works involving construction or civil engineering works, environmental restoration, forestry arrangement and earthworks.

17.2. APPLICATION AREA

17.2.1. This Section provides guidelines about roles and responsibilities and the documentation required to ensure that work activities in case of Complex Work with relevant interferences on Worksites are planned and organized in a safe way, implementing adequate coordination and interference management among the different parties involved and adopting preventive and protective measures for the control of the risks.

17.2.2. This Section sets the minimal requirements to be adopted and represents the best practice for the execution of Complex Work with relevant interferences. The roles and documentation outlined below are mandatory and they shall be formally identified. They shall be adopted in compliance with Law which in any case prevail over the provisions contained in this document.

17.2.3. Contractor shall comply with all the rules specified in this Section, related to the coordination and management of interference risk. To this end, Contractor shall:

- cooperate with appointed H&S Coordinators and Env Coordinator defined by ENEL;
- comply with requirements from HSE Coordination Plan of activities.

17.3. PROCESS DESCRIPTION

17.3.1. ENEL or Project Supervisor (if appointed) is in charge of appointing the H&S CP and H&S CE.

17.3.2. A Complex Work with relevant interference activity is developed according to the following phases:

1) Work Planning

Planning of the activities and identification of related prevention and protection measures for risk mitigation shall be in charge of **H&S CP** regarding HSE aspects, according to HSE Coordination Plan, including at least the following:

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

In the work planning phase preference shall be given to solutions eliminating 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 HSE Coordination Plan shall be defined and signed by the H&S CP and ENV Coordinator and shared with all the involved parties, and represents an action of coordination of the work activities to be performed and a definition of the prevention and protection measures, including emergency management measures, which all the parties involved are required to specifically decline in its own H&S Plan and Environmental Plan.

2) Work Execution

During the work execution phase the H&S CE and Env Coordinator are in charge of risk control, coordination of works activities and interference management regarding HSE aspects, including control that works are carried out according to the HSE Coordination Plan, the H&S Plan and the Environmental Plan of the Contractors, by implementation of the provided prevention and protection measures.

If during a working phase it is necessary to modify the HSE Coordination Plan previously established, this plan shall be redefined before the execution of the works concerned and shared with the parties involved, ensuring the subsequent update of the H&S Plan and Environmental Plan.

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, at the work beginning and end and/or in correspondence of specific working phases.

During all the phases of the work activities, also in case of Work Area and installations handover, responsibilities related to operational and safety management shall be always clearly identified and documented and shall be appointed at the Worksite.

Each handover 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. The issued documentation, handovers included, shall be always present at the Worksite, at disposal of all the profiles involved.

The coordination action and meetings, carried out by the H&S CE, shall be traceable and documented either by writing register of meetings or formal communication. Every inspection conducted by the H&S CE shall be documented and verbalized.

17.4. PROFILES INVOLVED IN THE PROCESS AND RELEVANT SKILLS

17.4.1. The following profiles shall be identified:

1) During the WP phase:

- H&S CP, by consulting the parties involved in the work to be carried out, shall cooperate with ENEL and/or Project Supervisor in the definition of the activities planning (included in the HSE coordination Plan, as described in the Section 17.3.2) and update/establishes the preventive H&S coordination planning of this work in order to reduce the interference hazard.

2) During the WE phase:

- H&S CE and Env Coordinator perform, with regard to the safety and environment purposes, an action of coordination between the different subjects taking part to the work execution, with the aim of controlling and ensuring the compliance of the prevention and protection measures against the interference hazards which have been previously established.
- Env Coordinator is responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation;
- a “Foreman” shall be 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, the Foreman is responsible for the control of the compliance of the connected safety issues. The Foreman shall be aware of the planning contents and, if necessary, contribute to its preventive definition; therefore, this profile also relates with the H&S CE as concerns the compliance of the safety measures and the interferences management.

17.4.2. The profile of H&S CP and H&S CE (she/he will cover the roles of coordination and control) shall have the following features:

- experience in the execution of Complex Work with relevant interference activities and in the related arrangement;
- ability of risk analysis as concerns the activities performed and assessment of the possible interferences;
- knowledge of the prevention and protection measures against the Hazards and of the measures for the interferences mitigation;
- knowledge of the safety regulations and standards;
- ability of coordination and mediation between different needs and profiles;
- assumption of responsibility and leadership in dealing with also special situations, including apply a Stop Work.

18 ANCILLARY ACTIVITIES

18.1 Respecting the principle that all activities defined in the Contract must be performed by the Contractor or its Subcontractors, in case of Ancillary Activities to be performed by third parties, Contractor shall:

a) notify ENEL to ask for access authorization specifying the company and the identification data of the Personnel, the activity to be realized, timing and duration, Work Area involved by the activity;
b) control the activity carried out by third parties in order to ensure their execution in compliance with Law and ENEL HSE requirements and without causing interference with the other activities executed in the Worksite;
c) inform ENEL about any interference caused by third parties activities.

18.2 Ancillary Activities shall be compliant with each of the following characteristics:

a) occasional and short-term activities not included in the Contractor scope of works;
b) activities not introducing additional or interfering risks such as requiring a review of the risk analysis or site H&S Plan;
c) activities with low risk impact type both for safety and environmental aspects and for instance not implying:
   - electrical works;
   - works at height;
   - works with exposure to ionizing radiation;
   - works with use of high-risk chemicals or with exposure to substances or mixtures causing acute toxicity, in particular carcinogens, mutagens or toxic for reproduction;
   - works with handling, transport and use of explosives, including pyrotechnic articles and other objects or tools containing explosives;
   - works with exposure to biological agents;
   - works involving lifting equipment;
   - works in confined spaces;
   - excavation works;
   - hot works (for example activities with open flames, causing sparks, or other ignition sources);
   - underwater works;
   - works performed at night.

18.3 For sake of clarity, activities performed by third parties which cannot be identified as Ancillary Activities according to the definition above, shall be classified and treated by Contractor as Subcontracting.

19 CONSEQUENCES IN CASE OF HSE EVENTS OR HSE BREACHES

19.1 GENERAL RULES

19.1.1 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").

19.1.2 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.

19.1.3 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 19.1.1.

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

19.2.1 The HSE Breaches, related to health and safety ("H&S Breaches"), detected by ENEL are classified in the 3 clusters for severity as reported in Appendix 2 – H&S BREACHES.

19.2.2 The HSE Breaches related to environmental ("Environmental Breaches") detected by ENEL are classified in the 3 clusters for severity and reported in Appendix 3 – ENVIRONMENTAL BREACHES.

19.2.3 In case of HSE Breaches ENEL, at its sole discretion, without prejudice to any other Contractual right, may also apply, by notifying the Contractor as provided under the Contract, the penalty as described in Section 19.4 relevant the specific Country.

19.2.4 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, including the penalties described in Section 19.4, 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 19.5 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.

19.2.5 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.

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

19.3.1 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.

19.3.2 In case of a 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 19.5 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
- apply - depending on the severity of the Safety Accident/Environmental Event[4]- a sanction of 2% of the contract amount[5] and in any case not less than the amount defined for "Extremely Severe" breaches. The penalty applied in this case replaces the application

4 An Environmental Event can be considered severe if imply the consequences of point f) of Section 19.5 on Contract Termination.

of the other penalty for breaches for the same single event described in Section 19.4.

19.3.3 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.

19.4 PENALTIES IN CASE OF HSE BREACHES

19.4.1 In case of HSE Breaches ENEL and without prejudice to any other Contractual right, has the right to apply a penalty according to the severity of the breach following the frame reported in Table 3.

TABLE 3 – Penalty amount per single breach

Country	Contract amount threshold[5]	Penalty amount per single breach (Contract amount below or equal the threshold)		Penalty amount per single breach (Contract amount above the threshold)	
		Very Severe (II)	Extremely Severe (III)	Very Severe (II)	Extremely Severe (III)
Italy	180.000 €	100€	300 €	1.000 €	3.000 €
Spain	180.000 €	100 €	300 €	1.000 €	3.000 €
Mexico	1.680.000 MXN$	1.000 MXN$	2.800 MXN$	10.000 MXN$	28.000 MXN$
Brazil	540.000 R$	300 R$	900 R$	3.000 R$	9.000 R$
Argentina	47.400.000 ARS	26.800 ARS	79.000 ARS	268.000 ARS	790.000 ARS
Colombia[6]	66.000 €	30 €	110 €	300 €	1.100 €
Panama[6]	66.000 €	30 €	110 €	300 €	1.100 €
Costa Rica[6]	66.000 €	30 €	110 €	300 €	1.100 €
Guatemala[6]	66.000 €	30 €	110 €	300 €	1.100 €
Chile	1.700 UF	1,4 UF	2,8 UF	14 UF	28 UF
Korea	126.000 €	90 €	270 €	900 €	2.700 €
Japan	20.000.000 ¥	12.000 ¥	36.000 ¥	120.000 ¥	360.000 ¥
Taiwan	5.000.000 NT$	3.000 NT$	9.000 NT$	30.000 NT$	90.000 NT$
South Africa	1.600.000 ZAR	900 ZAR	2.680 ZAR	9.000 ZAR	26.880 ZAR

19.4.2 The amounts resulting from the application of sanctions shall be allocated according to specific ENEL Country agreement (e.g. for improvement projects and programs dedicated to Health and Safety) and local legislation.

19.5 CONTRACT TERMINATION FOR HSE EVENTS OR BREACHES REGARDING HSE REQUIREMENTS

19.5.1 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 13 and 16) 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) Recurrence of H&S Breaches (APPENDIX 2) or Environmental Breaches (APPENDIX 3) according to the following criteria:

5 Means total contract amount if it's not differently indicated in the contract that it means cumulative amount as at the date of application of the penalty

6 The exchange to the local currency will be made using the exchange rate of the day of the formal communication of the penalty to the Contractor

- Contract amount[5] below or equal to the Country threshold, as defined in TABLE 3: if the amount of the penalties applied due to HSE Breaches reach the amount of 5% (five per cent) of the Contract amount or at least 3 Extremely Severe Breaches;
- Contract amount[5] above the Country threshold, as defined in TABLE 3: if the amount of the penalties applied due to HSE Breaches reach the amount of 5% (five per cent) of the Contract amount.

f) 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 €.

19.5.2 If ENEL make use of this Contractual right, the Contract shall be immediately terminated after ENEL 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.

1 APPENDIX 1 - WASTE MANAGEMENT

1.1 ITALY (only for Italian version)

Waste resulting from contracted activities, works and services on site

1.1.1. All waste originating from the activities, works and services on site 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. The Contractor shall communicate, before the start of the activities, the entire waste management cycle and whenever required an estimation of the foreseen waste quantities.

1.1.2. The Contractor, expressly assumes the status of producer of all wastes generated from the entrusted activities, works and services on site, including packaging or WEEE (Waste of Electric and Electronic Equipment), if any. The Contractor assumes, therefore, all the obligations that the Law places on the producer of waste and is, responsible for the proper management of waste.

1.1.3. In particular, the Contractor shall:

a) Manage any temporary storage, including pre collection storage of WEEE (if any), in accordance with the technical requirements and the time and quantity limits dictated by current applicable regulations, providing separate incompatible chemicals and avoiding the mixture between hazardous and not hazardous waste, in accordance with applicable Law and ENEL HSE requirements. In this regard, within Worksites, the Contractor is permitted to use for temporary storage of its waste only the areas expressly indicated by Enel in the contract documents. The Contractor is strictly forbidden to set up temporary storage in areas not expressly authorized by Enel for that purpose.

b) Assign the relevant EER code to the waste produced.

c) Properly fill and manage environmental documents, such as, by example, "Formulario di Identificazione dei Rifiuti" (FIR) or equivalent transport documents, where expressly provided by legislation for specific types of waste (i.e. "Documento di Trasporto RAEE"), chronological loading and unloading registers, etc.

d) Provide the transport and delivery of waste, including the management of the activities related to "take back" of WEEE, where applicable, at its own care and expense, to plants duly authorized to carry out waste recovery activities or, where this is not possible, to plants duly authorized to carry out waste disposal activities. In case of Hazardous wastes, the Contractor shall provide the transport according to the Laws regarding Hazardous Substances (i.e. European Agreement Concerning the International Carriage of Dangerous Goods by Road - ADR regulations)

1.1.4. In order to ensure the fulfillment of the above obligations, the Contractor must provide Enel, before the start of the activities, with the following documentation:

- list of types of waste to be produced;
- list of the authorized recovery/disposal plants which the Contractor intends to use for the recovery/disposal of waste produced during its activity, together with copies of the relevant environmental permits of such plants. This list shall be attached as an annex to the Contract;

- list of the transporters for the collection and transport of the waste produced, together with copies of the transport authorizations, the certificate of registration in the “Albo Nazionale Gestori Ambientali” pursuant to art.212 of Legislative Decree 152/06 as amended, the certificate of registration in the “Registro Elettronico Nazionale per la Tracciabilità dei Rifiuti” (RENTRI) and where envisaged, the certificate of registration in the “White List” set up within the Prefectures. This list shall be attached as an annex to the Contract.

1.1.5. If the Contractor uses a waste dealer without physical possession for waste management, he shall also provide Enel, in addition to the above documentation, with a copy of the registration of such intermediary to the “Albo Nazionale Gestori Ambientali”.

1.1.6. The use of the transport/recovery/disposal Subcontractors specifically indicated by the Contractor is subject to Enel's written confirmation of receipt and verification of the aforementioned documentation. To this end, prior to the execution of the contract activities, the Contractor undertakes to deliver to Enel, a declaration, issued pursuant to D.P.R. 445/2000, confirming the validity and effectiveness of the aforementioned authorizations/registrations, in which it must be specified, among other things, that no ongoing act or order involving revoke, limitations or suspension of the aforementioned authorizations/registrations have been issued by the competent Governmental Authorities.

1.1.7. Any change in the transport/recovery/disposal Subcontractors initially indicated by the Contractor must be indicated by updating the appropriate list attached to the Contract. The updated list, together with documentation certifying that the new subcontractors meet the necessary authorization requirements, must be sent by PEC to Enel. The starting of activity by new subcontractors shall not take place before written confirmation by Enel of receipt and verification of said documentation.

1.1.8. The Contractor also undertakes to promptly notify Enel of any update or modification of the environmental authorizations as well as of the acts of registration in the “Albo”, or in the registers, providing the updated documentation, as well as any decision of the competent authorities involving limitations or revocation related to them.

1.1.9. The Contractor, who intends to carry out directly its own waste transportation activities, shall provide Enel with the following documentation, certifying that it meets the necessary authorization requirements

e) a copy of the certificate of its enrolment in the “Albo Nazionale Gestori Ambientali”, pursuant to art. 212 of Legislative Decree No. 152/2006 together with a copy of the receipts certifying the payment of the annual fees, within the related deadlines. In case of WEEE, the Contractor shall provide a copy of the certificate of its enrolment in the “CDC RAEE” (Centro di Coordinamento RAEE);

f) where envisaged, a copy of the certificate of its enrolment in the “White List” set up within the Prefectures;

g) where envisaged, a copy of the certificate of its registration in the “Registro Elettronico Nazionale per la tracciabilità dei rifiuti” (RENTRI).

1.1.10. The Contractor who is the owner of recovery/disposal plants and who intends to use those plants for the recovery or disposal of waste deriving from the contract activities must also provide Enel with a copy of the relevant authorizations issued in compliance with current environmental legislation and the certificate of registration in the “Registro Elettronico Nazionale per la Tracciabilità dei Rifiuti” (RENTRI)

1.1.11. In the event of failure to send the documentation foreseen in this appendix or in the event of inadequacy of the authorization documentation to ensure that the waste is managed in accordance with the law, without prejudice to Enel's right to terminate the Contract, the Contractor must not use the third party indicated or its own transport/recovery/disposal plants until Enel receives complete documentation in accordance with the provisions of this appendix.

1.1.12. If weighing systems are in place, waste shall be weighed under Enel's supervision if requested by Enel. If weighing is not possible, it is the contractor's obligation to modify/rectify the “Formulario di Identificazione dei Rifiuti” (FIR) entering verified weight at destination.

1.1.13. When drafting the Work Progress States (SAL) or in any case monthly, 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 a copy - also by certified Electronic Mail (PEC) - of the last copy of the “Formulario di Identificazione dei Rifiuti” (FIR), or of the equivalent transport document provided by applicable law for specific types of waste (e.g. DDT RAEE), properly completed with the indication, as waste producer, of the Contractor himself or of his Subcontractors, if any, and countersigned by the recipient of waste or copy of the documentation required for cross-border shipments. The copies of the FIR should show the weight as actually verified at departure or, in the absence of weighing systems at the place of production, at destination.

1.1.14. In case of WEEE the Contractor must periodically share to Enel the declaration of WEEE produced as result of contract activities, according to local laws.

1.1.15. The payments of the individual activities and in any case of the final activities are conditioned to the receipt of all copies of the Waste Identification Forms or the equivalent transport document provided by Law for specific types of waste (e.g. DDT RAEE), countersigned by the consignee of the waste or copy of the documentation required for cross-border shipments. Prior to Enel's issue of the final acceptance of the activities, the Contractor must also declare that he has provided the waste management according to the Law, also indicating the type of waste (CER) managed.

1.1.16. ENEL may request at any time, and the Contractor cannot refuse, to provide a copy of the chronological loading and unloading register. ENEL has also the right to conduct further sample checks on compliance with the obligations of proper waste management as set in this document.

1.1.17. The Contractor is required to adopt and ensure that the plants it intends to use for waste management adopt the models of the “Formulario di identificazione dei rifiuti” (FIR) and Chronological Loading and Unloading Registers in compliance with the provisions of the RENTRI legislation and the related ministerial regulations applicable at the time of delivery of the contract.

1.1.18. Where foreseen, with reference to the management of soil and rocks from excavation the Contractor undertakes to comply with current sector legislation and must provide to Enel a copy of the documentation/certifications certifying the compliance of soil and rock management with such legislation. Enel reserves the right to carry out random checks.

1.1.19. 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 1 - WASTE MANAGEMENT – 1.1 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.

1.1.20. 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 1 - WASTE MANAGEMENT – 1.1

ITALY, in relation to waste management, without prejudice to Enel's right to suspend the execution of the Contract.

1.2 OTHER COUNTRIES/REGIONS - Waste resulting from contracted activities, works and services on site

1.2.1 Waste resulting from the activities, works and services on site covered by the Contract, entrusted to the Contractor, must be managed in accordance with the regulations in force as well as with everything provided for in the Contract. The Contractor is therefore responsible for their proper management. The Contractor shall communicate, before the start of the activities, the entire l waste management cycle and whenever required an estimation of the foreseen waste quantities

1.2.2 In accordance with national waste management regulations, the Contractor is obliged to:

- carry out any waste temporary storage in accordance with the requirements, limits and conditions dictated by current environmental regulations, providing separate incompatible chemicals and avoiding the mixture between hazardous and not hazardous waste, in accordance with applicable Law and ENEL HSE requirements and using, for this purpose, specially dedicated and delimited areas expressly indicated by Enel;
- correctly classify the waste produced according to its type, origin and characteristics;
- use of specialized recovery/disposal plants with all the authorization requirements required by the regulations and destined as a priority for recycling, co-processing or energy reuse;
- use specialized transportation companies with all the authorization requirements. The transportation of hazardous and non-hazardous waste must comply with the criteria of the specific legislation, the means of transportation must have the necessary protective characteristics and protective equipment in accordance with the legislation and standards of the country, including Laws regarding Hazardous Substances (i.e. European Agreement Concerning the International Carriage of Dangerous Goods by Road -ADR regulations-);
- provide, when requested by Enel, copies of above-mentioned authorization documentation;
- notify Enel of any updates or changes to all environmental authorizations, above mentioned;
- properly complete and keep the environmental documentation required by applicable regulations, with particular reference to waste transport documents;
- where required, provide Enel with a copy of the transport documentation (i.e. manifest and shipping documents), certifying that the waste has been delivered to the recovery/disposal facilities;
- where required, weight wastes under Enel supervision.

1.2.3 The Contractor agrees to ensure that the above obligations are met also by its Subcontractors.

1.2.4 ENEL reserves the right to terminate or suspend the Contract in cases where the Contractor and/or any Subcontractors violate any of the provisions set forth in this 'APPENDIX 1 - WASTE MANAGEMENT – 1.2 OTHER COUNTRIES/REGIONS.

2 APPENDIX 2 – H&S BREACHES

CATEGORY	BREACH	SEVERITY
General provisions	Supply, consumption, or possession of alcoholic or psychotropic substances	III
	• Failure to request ENEL the authorization for subcontracting; • Failure to control and manage the Subcontractors during the work execution	III
	Non-compliance with the no-smoking policy	II
	Violations of contractual obligations on authorization and identification of Contractor's Personnel and any third parties	II
	Failure to: • timely notify to ENEL any fatal or Life Changing Accident occurred in activities performed under Contracts with third parties and related to defect or misuse of equipment, machinery, installations or inadequacy of work methods if they are the same or of similar typology of those used within the activities of the Contract • apply the same corrective/improvement actions arising out of said event to the activities carried out under the Contract	III
	Failure to provide any information/documentation necessary to complete the Safety Accident Analysis carried out by ENEL (Group of analysis)	III
H&S Events communication and analysis	Failure to communicate immediately (within 24 hours) to ENEL any Safety Accident, First Aid that occurs during the execution of the Contract	III
	Failure to submit a written investigation report to ENEL any Safety Accident, First Aid that occurs during the execution of the Contract within 5 calendar days from the occurrence	III
	Failure to submit a written investigation report any Near Miss and Safety Observation that occurs during the execution of the Contract every month	II
	Failure to immediately (no lately than 4 hours) communicate to ENEL any evidence related to inspections carried out by Governmental Authorities also in case of sanctions or Non-Conformities applied related to the execution of the Contract and the relative actions carried out or planned in agreement with the authorities aimed at restoring legal compliance	III
	Failure to transmit to ENEL and / or implement the action plan defined as requested by ENEL in case of Non-Conformities detected during HSE inspections or Contractor Assessment	III
	Failure to implement the action plan defined as requested by ENEL according to the results of Safety Events investigation (GoA)	III
General Risk	• While performing the activity, Contractor's Personnel are not focused on the task and not concentrate to proper job execution without distraction or rush • Communication among Contractor's Personnel during work execution is not accurate and effective. • Potential problems or issues are not discussed within the team to identify a shared solution or the approach to follow. Contractor's Personnel don't preserve a questioning attitude stopping the task execution when facing unfamiliar or unexpected situations. • Elementary behavioral norms are not fulfilled when walking (eg. with at least one hand free, no bulky loads that reduce vision, no running, no jumping steps, use handrails while using fixed stairways) • Especially for Work with entrapment risks and or electrical risks necklaces, bracelets, rings, long hair collected and clothing not adherent to the body are used	I
	Contractor's Personnel within the Worksite are not clearly identified and they don't coincide with the roles and names authorized listed in the work documentation (areas delivery, registers, permit to work, etc.)	II
	Failure to ensure adequate work surveillance: • Activities where continuous presence of the foreman is required (eg. confined spaces): the foreman/attendant is not identified and present on field • Activities where continuous presence of the foreman is not required: the foreman is not identified and is not able to ensure adequate supervision	III
	Contractor's Personnel have not the professional profile, qualification/license, skills and competences required for the work in progress	III
	The Risk Assessment is not available and corresponds to the activities and the context/work conditions in which they are executed	II

CATEGORY	BREACH	SEVERITY
	The Pre-job check is not carried out, documented and available for consultation, consistent with the activity and is not verified the linguistic comprehension of the contents and Contractor's Personnel signature	II
	Authorization/documentation required (e.g., Work Order/Permit to Work/Area plant delivery, etc.) is not issued, available, complete, managed and respected	III
	Working procedures/methods are not available and correspond to the activities to be executed/in execution. The working procedures/methods are not clear (eg. language used in the documentation is understandable by all Contractor's Personnel). Contractor's Personnel don't know the work procedures to adopt	II
	The Lock- Out Tag-Out (LOTO) procedures are not applied and, in the presence of more than one activity on the same installation, it doesn't provide for multiple blocks.	III
	Contractor's Personnel involved in the activity don't know "STOP WORK POLICY"	I
	The activities with exposure to generic risks [different from the specific risks reported in the other questions (e.g. electric work, work at height, confined spaces, etc.)] are not carried out according to relevant work documentation, company work procedures and contractual terms and requirements. PPE for protection against generic risk (e.g. high-visibility reflective clothing/PPE, clothing against mechanical risks) for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and procedures.	II
	• The equipment/tools available in the Worksite for the activities or in use are not authorized, in good condition, without self-modification or self-reparation, certified, and are not checked periodically according to the manufacturer's instructions • They are not equipped with guards/barriers/ protections to prevent contact with moving/rotating parts or materials projections and they are not intact and functional • Referring to ongoing activities, equipment/tools are not properly used according to operating procedures and instructions provided by the manufacturer • If they are not used, appropriate measures/devices are not implemented to prevent accidental movement or unauthorized use	II
	• VEHICLES/MACHINES and related accessory (for transport of goods or people, operating machines, lifting machines, earth moving machine, elevating work platforms, etc.) are not certified and authorized (or formally delivered by ENEL), not adequate for the job, not well maintained, not undamaged, without self-modification or self-reparation, not functioning, not checked before use and not verified according to the periodic legal requirements. • MACHINES are not equipped with: o signaling/warning devices, visual and/or acoustic system and safety/emergency devices (such as emergency) and they are intact and functional o Guards/barriers/ protections to prevent contact with moving/rotating parts or materials projections and they are intact and functional • Referring to ongoing activities, vehicles/machines are not correctly used, installed and stable placed on the ground. • If they are not used, appropriate measures/devices are not implemented to prevent accidental movement or unauthorized use	III
	• WORKPLACES are not maintained in such clean conditions. • Substances/materials storage is not adequate. Loads are not correctly stacked and/or fixed to prevent their slipping or falling, maintaining pathways free • The warehouses and shelves are not in good condition and in order • Healthy and ergonomical workstations for the activities to be performed are not guaranteed • Restrooms and other dedicated areas are not available for Personnel's rest. All electrical systems, HVAC system and sanitary installations are not in good condition and properly working	I
	The WORKSITE is not delimited (also towards third parties), provided with suitable signs, clearly visible, and illuminated. In case of Worksite on a roadway, it doesn't comply with the highway code. When applicable, the signs shouldn't also include the requested data on contract and authorizations. Measures are not taken to prevent access by unauthorized people both during work and during the suspension of activities (e.g. access control, physical barriers). Instructions, prescriptions, prohibitions, warnings, and information, provided by safety and supplementary signs, are not observed and applied.	II

CATEGORY	BREACH	SEVERITY
	Contractor's Personnel don't maintain SAFETY DISTANCES from the LINE OF FIRE (eg. in case of moving objects, vehicles and machinery)	III
	Application software (eg. APP5RO, e-PTW, IUP, In Check, In Gen) requested by ENEL and provided to follow the procedures and perform activities safely, are not used and managed properly.	II
	Manual type works (eg. manual handling of loads, carpentry work in general) are not carried out in accordance with ergonomic principles.	I
	WEATHER CONDITIONS are not suitable for performing the planned activities. If required, specific weather monitoring systems and communicating procedures are not implemented to manage risks arising from changing weather conditions. (For extreme temperatures, please refer to the item related to "Thermal Stress")	I
Electrical Risk	The DISCONNECTIONS of all possible power sources haven't been made	III
	Disconnection of LOCKING DEVICES is not effectively applied and signaled (Control Lock, Personal Lock, Tags)	III
	The specific check to verify the ABSENCE OF VOLTAGE has not been carried out	III
	The required GROUNDING and SHORT-CIRCUIT devices haven't been applied correctly on the working area	III
	The required EQUIPOTENTIAL/CONTINUITY devices haven't been correctly applied	III
	Protection of the possible ADJACENT LIVE PARTS (distance, barriers, etc.) and of the Work Area has not been carried out	III
	The activities with ELECTRICAL RISKS (dead line or live line) are not carried out according to standard requirements, relevant work documentation, company work procedures and contractual terms and requirements. During work activities, SAFE DISTANCES from overhead power lines are not maintained and ensured through specific, identified and documented measures.	III
	• PPE and CPE for protection against ELECTRICAL RISK for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and not in compliance with the safety measure resulting from risk assessment performed and procedures • Referring to ongoing activities and when required, PPE and CPE are not worn/used correctly and according to the manufacturer's instructions	III
	• The tools/equipment to manage ELECTRICAL RISK for the current/observed activities (in use, to be used, already used or in any case available on sites) are not efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) • Referring to ongoing activities, they are not correctly used/installed	III
	When the Personal Voltage Detector (PVD) is required, for the current/observed activities (in use, to be used, already used or in any case available on sites) is not efficient and suitable (complete, intact, marked/certified/checked before use). Referring to ongoing activities, PVD is not worn/used correctly, according to the manufacturer's instructions.	III
	FIXED OR MOBILE ELECTRICAL INSTALLATIONS are not realized in compliance with standard references and in conformity with the requirements for the type location (e.g. construction sites, restricted conductive locations, areas with fire or explosion hazards). Are not complete, intact, marked/certified/verified in accordance with Legal and standard references. Electrical installations are not provided with suitable and certified protection systems required (eg. for overcurrents, against direct and indirect contacts)	III
Fall from Height Risk	PPE and CPE for WORK AT HEIGHT protection for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and not in compliance with the safety measure resulting from risk assessment performed and procedures. Referring to ongoing activities and when required, they are not worn/used correctly.	III
	• The EQUIPMENT FOR ACCESS AT HEIGHTS (eg. ladders, brackets, crampons, mobile scaffolding) available in the Worksite for the activities are not authorized, in good conditions, without self-modification or self-reparation, not certified and periodically checked according to the manufacturer's instructions. • For on going activities they are not positioned, installed, fixed, secured and used correctly, according to the manufacturer's instructions. • SCAFFOLDS are not assembled, disassembled or modified by qualified Contractor's Personnel following the plan/project. They are not correctly used and the elements haven't been checked before the assembly and periodically during use according to Legal and standard references.	III
	• For works on poles, pylons, wall, rooftop, etc. the integrity/stability/strength analysis of the support or	III

CATEGORY	BREACH	SEVERITY
	anchoring structure has not been carried out before starting the work and the relevant documentation is not present. • In case of works on rooftop it's necessary to verify that it can support the load in case of works with ladder or the suspended load in case of use of anchors • reinforcement systems such as bracing are not applied, when required by the results of the analysis.	
	All the other prevention measures referring to risk of work at height and not reported in the previous items, which have been defined by standard requirements, relevant work documentation, company work procedures and contractual terms and requirements, are not implemented	**III**
Falling Objects /Impact with object	• The activities with risk of falling objects (for lifting and pulling activities, please refer to the specific item) are not carried out according to standard requirements, relevant work documentation, company work procedures and contractual terms and requirements • The equipment/materials used for work at height are not secured against falling (e.g. by using suitable work belts, lanyards, special containers, etc.). • Tools or equipment are stored near the edges, on railings or high surfaces. The resulting materials are not cleaned and removed regularly. • The work area is not properly managed regarding the risk of falling objects. An identification and signalization of the area at risk has not been carried out and in compliance with the prohibition to pass vehicles/persons under the falling trajectory is not guaranteed.	**III**
	The lifting and pulling activities are not carried out according to standard requirements, relevant work documentation, work procedures and contractual terms and requirements (eg. in compliance with Lifting Plan, suspended, transported or lifted loads are controlled by guide ropes, are properly secured/slung; any containers used are fit for purpose; the area identified for lifting and pulling activities is adequate in terms of space and ground conditions as evaluated (e.g. Risk assessment, Lifting Plan, Pre-Job Check, relevant work documentation))	**III**
Interference Management	• INTERFERENCES with other activities, power lines, machines, vehicles, etc. are not well managed according to the available documentation • When required (eg. for excavation activities) presence of existing ENEL or third parties overhead or underground lines, facilities, pipelines as well as explosive devices and other interfering items has not been identified and evaluated • When required (eg. low visibility, presence of interferences, presence of overhead power lines nearby, etc.), the movements and/or operations of machinery are not supported by a dedicated person (spotter/signaller). In cases of road works, where required (eg. where the occupation of the roadway forces an alternating one-way direction that cannot be managed visually by signage) the traffic is not directed by trained flaggers	**III**
	• In case of complex activities (as described in the Section 17) the coordination and supervision duties are not managed as for the approved procedure and are not formally documented in files available on-site (eg. Coordination Report) • The participation to coordination meetings is not performed and documented, if requested	**II**
Entrapment	The activities with risk of entrapment (eg. excavation activities) are not carried out according to standard requirements, relevant work documentation, company working procedures, and contractual terms and requirements. (e.g. avoiding the risk of collapse of structures/grounds)	**III**
Chemical Risk	• The activities with exposure to chemical risk are not carried out according to relevant work documentation, procedures and contractual terms and requirements. • The chemical substances/preparation available in the Work Area are not authorized, in a suitable packaging for the type of substances/preparation and not provided with Safety Data Sheet (updated and made available to Contractor's Personnel) • The handling, storage and use of the substances/preparation is not carried out in accordance with the provisions of the safety data sheets and procedures (including PPE)	**II**
Fire Risk	HOT WORK activities and in general WORKS WITH EXPOSURE TO RISK OF FIRE are not carried out according to standard requirements, relevant work documentation, company work procedures and contractual terms and requirements (e.g. fireproof curtains are in use during welding activities, the hoses, cylinders and other components are in good condition, clean and free of oil and grease, absence of cracks, cuts, burn points. Color distinction and valves against gas and flame backflow are implemented. The clamps are adequate and properly secured)	**II**
	The area involved in the hot work/fire work is not free from combustible materials and machinery and equipment containing or that have contained combustible materials were not subjected to gas free before the hot works were carried out	**II**

CATEGORY	BREACH	SEVERITY
	The welding fumes are not aspirated through a suitable extraction system to ensure adequate ventilation	II
	Combustible/explosive materials transported by specific vehicles or stored are not authorized, in suitable areas away from sources of heat or ignition, the tanks are not fixed to prevent overturning or damage. The handling or use is not made in accordance with the provisions of the procedures	II
Explosion Risk	If during the execution of the work there is the risk of the formation of EXPLOSIVE ATMOSPHERE or an increase in the level of risk, the concentration is not continuously controlled by explosimeters efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and is not in compliance with the safety measure resulting from risk assessment performed and procedures. They are not used correctly and in compliance with the safety measure resulting from risk assessment performed and procedures	III
	• In potentially explosive atmospheres, the equipment or tools introduced or used are not suitable for the type of area classification • Equipment/tools are not suitable for the type of classification of the area at risk of forming explosive atmospheres	III
Confined Spaces	• Monitoring the atmosphere before entering the confined space is not carried out in accordance with the Work and Emergency Plan. Specific gas detectors to be used in environments with risk of contamination from one or more substances, are not available efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and are not in compliance with the safety measure resulting from risk assessment performed and procedures. • In case of places with inadequate air exchange, there is not a forced ventilation system (complete, intact, marked/certified/verified in accordance with Legal and standard references) and is not in compliance with the safety measure resulting from risk assessment performed and procedures.	III
	PPE and CPE (eg. self-breathing equipment) for the activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and procedures	III
	All the other prevention measures referring to confined spaces and not reported in the previous items, which have been defined by standard requirements, relevant work documentation, company work procedures and contractual terms and requirements, are not implemented (eg. communication among Contractor's Personnel, lighting system)	III
Noise Risk	Where practicable, control measures have not been put in place to reduce the risk of hearing loss where noise levels > 85dB(A).	II
	PPE and CPE for hearing protection for the current/observed activities (in use, to be used, already used or in any case available on site) Are not efficient and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and Procedures	III
Cut	• The activities with exposure to risk of cut are not carried out according to relevant work documentation, company work procedures and contractual terms and requirements • PPE/CPE and clothing for cutting protection for the current/observed activities are not efficient and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and procedures • They are not correctly used, according to the manufacturer's instructions	II
Fluid/Material Projection	• The activities with risk of projections are not carried out according to standard requirements, relevant work documentation, company working procedures, and contractual terms and requirements • The temporary pressure pipes are not laid along protected paths and the necessary joint protections are not installed • PPE and CPE requested for protection against fluid pressurized or materials projections are not efficient and suitable (complete, intact, marked/certified/checked before use) and are not in compliance with the safety measure resulting from risk assessment performed and procedures.	III
Drowning Risk	The activities near water (eg. rivers, lakes, artificial lakes) or diving activities, causing exposure to risk of drowning, are not carried out according to relevant risk assessment, work documentation, company work procedures and contractual terms and requirements. Specific measures resulting from the drowning risk assessment are not taken (eg. decompression time for diving, not execution of alone work activities, PPE/CPE).	III
Thermal stress Risk	The activities with unfavorable environmental conditions (eg. high or low temperatures), which cause exposure to thermal stress risk are not carried out according to relevant risk assessment, work documentation, company work procedures and contractual terms and requirements. Contractor's Personnel are not aware of the work procedures to be adopted.	II

CATEGORY	BREACH	SEVERITY
Thermal contact Risk	For activities NEAR HOT PARTS (eg. machinery, equipment, piping), work is not carried out in accordance with safety measures resulting from the risk assessment carried out and the procedures. Specific measures resulting from the risk assessment of thermal contact are not taken	**II**
Other risk typologies	• The activities relevant to other risks typologies different from those already indicated (eg. biological risk, ionizing radiation risks) are not carried out according to standard requirements, relevant work documentation, company work procedures and contractual terms and requirements. • PPE and CPE requested for the activities are not efficient and suitable (complete, intact, marked/certified/verified in accordance with Legal and standard references) and are not in compliance with the safety measure resulting from risk assessment performed and procedures.	**III**
Emergency Management	Emergency Plan/procedures/instructions are not available on the Worksite, not suitable for the type and context of the works, not updated, not complete (including the designation of Contractor's Personnel in charge of first aid/firefighting). Workers don't know the emergency procedures to be adopted.	**III**
	When applicable the Emergency Plan is not posted (eg. at the entrance of the confined space), doesn't contain all the legal and standard information required which are not known by all Contractor's Personnel and is not periodically updated	**I**
	Works with exposure to the following risks: electrical, drowning, confined spaces, fire/explosion, chemical. All the emergency measures (eg. rescue devices for confined spaces and underwater works, self-breathing equipment for confined space/chemicals, fire-extinguisher for hot works or electrical works), which have been defined in emergency plan/procedures/instructions, are not implemented, not suitable, not efficient and are not periodically reviewed	**III**
	Work with exposure to the other risk typologies. All the emergency measures defined in emergency plan/procedures aimed at ensuring timely communication and intervention are not implemented, suitable, efficient and are not periodically reviewed	**II**
	For all risks typologies. First aid kit is not available, periodically checked and maintained/refurbished	**I**
	If employees work alone and isolated, a device of communication is not implemented to enable employees to call for help in case of emergency. Contractor's Personnel are not trained for its use and don't know the emergency procedures	**II**

Key

I Severe Breach

II Very Severe Breach

III Extremely Severe Breach

3 APPENDIX 3 – ENVIRONMENTAL BREACHES

CATEGORY	BREACH	SEVERITY
General provisions	Forgery of documents required by Law relating to environmental issues	**III**
	Violations of contract obligations on subcontracting and/or failure on the subcontractor's management.	**III**
	Execution of the activities without all the necessary authorizations regarding environmental aspects (e.g. permitting and authorization documentation), or not in compliance with Law/Regulation	**III**
	Activities carried out in violation of ENEL's internal Environmental Systems rules or contractual environmental clauses. (e.g. Environmental Plan, risks assessment, pre job check, emergency plan,..)	**II**
	Failure to execute environmental liability insurance to cover environmental responsibilities (if required by Contract)	**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	**III**
	Inadequate know and /or training of Personnel on environmental procedure, method and risks of the specific workplace to execute all requirements and regulations relating to environmental protection.	**II**
	Failure to submit environmental reports according to the defined deadline and/or failure to provide any information/documentation necessary to complete the Environmental Event Analysis carried out by ENEL (Group of analysis)	**II**
	Failure to participate in coordination meetings (if required according to environmental legislation or required by contract)	**I**
	Inadequate work organization, management and/or cleanliness of the workplace	**II**
Event reporting	Failure to immediately make adequate mitigation measures in case of environmental event/ damage.	**III**
	Failure to immediately communicate to ENEL any evidence related to checks and inspections carried out by Government Authorities and, in case of infringement, the actions carried out or planned in agreement with the authorities aimed at restoring legal compliance.	**III**
	Failure to communicate immediately to ENEL (and/or to the authorities when it is required) 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 transmit to ENEL on time a written report of the environmental event including its causes and the measures taken for the management and resolution of the event/ or implement the action plan defined as requested by ENEL	**II**
	Failure to submit a written notice of any Environmental Near Miss, within 3 calendar days.	**I**
Compliance – Air Emission	Execution of the activities without: a) authorization for air emission or b) implementation of preventive or operative measures necessary to comply with limits stated by the authorization or the applicable regulation.	**III**

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

Key

I Severe Breach

II Very Severe Breach

III Extremely Severe Breach