

edp renewables

Suppliers Sustainability Guide

O&M SERVICES



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About this guide



EDPR's market leadership, based in value creation capacity, innovation and relationship with its stakeholders, is much influenced by the performance of its suppliers.

EDPR bases its relationship with suppliers on trust, collaboration and creation of shared value, privileging a partnership approach focused on transparency and sustainability.

Sustainability is a central part of EDPR's mission, vision and values, not only because it is a renewable energy company but for the environmental, social and economic best practices throughout its entire value chain.

Accordingly, EDPR's procurement process is developed in the framework of the Sustainable Procurement Policy, which extends to EDPR's suppliers and service providers, both direct and indirect.

EDPR has defined procedures to ensure the several aspects that fill in with the company sustainability related policies applicable to the supply chain, namely the environment, health & safety, as well as the management and mitigation of any type of sustainability risks in the supply chain.

This Suppliers Sustainability Guide provides an overview of the sustainability requirements and commitments EDPR expects its suppliers to meet. EDPR suppliers' long-term sustainable development is crucial to their success and, consequently, to EDPR's.

H&S and Environmental Requirements for O&M suppliers



H&S AND ENVIRONMENTAL REQUIREMENTS FOR EDPR SUPPLIERS

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1. PURPOSE AND SCOPE

The purpose of this document is presenting the safety, health and environmental requirements that must be fulfilled prior to beginning the operations as well as the applicable rules that must be followed during the execution of the contracted services, the rules for the use of the installations provided by EDPR and the existing internal procedures at EDPR facilities, which shall also be binding upon any entity providing services in them.

Becoming familiar with this document and acknowledging that it has been properly understood is a necessary condition for contractors to obtain authorization to begin the works on behalf of EDPR.

The Contractor is responsible for ensuring that its employees and subcontractors likewise familiarize themselves with the rules herein provided, enforcing compliance therewith at all times.

This document applies to all those contractors and workers who provide their services at EDPR facilities.

EDPR facilities are understood as all those that are owned and/or managed by EDPR.

2. COMPLIANCE

The Contractor shall strictly comply with all laws, orders and rules, either local, municipal, country, regional, state or European, licenses, authorizations and permits, which may apply to the operations during the execution of the works or provision of the services included in the scope of the Contract. Furthermore, the Contractor takes on the obligation to indemnify and exempt EDPR and its employees and representatives from any liability arising from non-compliance due to actions or omissions, even if this might be required from EDPR or its employees.

The Contractor shall adopt all measures required to comply with the rules in force in terms of Occupational Health and Safety and Environment. As a consequence of this engagement, the Contractor shall undertake the implementation of the necessary actions to mitigate the risks related to their activities, plan the necessary corrective and preventive actions, provide training and information about risks to its workers and follow the standards, internal codes and policies, procedures and rules provided by EDPR. Without detriment to the foregoing, the Contractor shall comply with its obligations regarding cooperation and coordination between contractors as required by law.

The Contractor is responsible for the Health and Safety of all employees, both its own and its Subcontractors', and shall be committed to respect the environment, working in the scope of the Contract execution.

The Contractor shall provide evidence to EDPR, according to the contractual terms or whenever requested to do so, of the following points:

- That, when carrying out its activities at a worksite belonging to EDPR, the Contractor has taken into account the information received from EDPR regarding occupational risks identified at the worksite, both during the assessment of the activity risks and the planning of its preventive actions.
- That, during the execution of the works, the Contractor is aware of the environmental requirements and acts with maximum respect for the environment and the local communities, taking all the necessary measures to prevent any impact.
- That the Contractor is executing the Contract observing the local rules and regulations.
- That, prior to the commencement of the works, the Contractor has provided to its workers adequate means and training to deal with emergencies and the HSE risks of the work that they shall perform. Also, workers have to be informed about HSE measures regarding such work, the protective equipment to be used and the measures to adopt in emergency situations.

When the Contractor shares the same worksite with one or several companies, it shall comply with the duties of cooperation and liaison and should appoint a Safety Coordinator, if required by the country's regulations.

EDPR shall supervise the application of the Health and Safety rules and Environmental requirements, and which shall not waive the Contractor from its responsibility to comply with them.

Notwithstanding the responsibilities assumed by the Contractor, if EDPR notices any non-compliance with the legal Health and Safety and/or Environmental regulations and/or contractual obligations, it shall report such non-compliance to the Contractor so that it may immediately correct the flaws identified; the Parties will agree on the implementation measures and timeframes necessary to resolve such defects. If the required measures are not immediately taken by the Contractor to effectively solve the problem, EDPR reserves the right to suspend the work, and hold the Contractor responsible for the economic effects of such suspension; despite this, EDPR is entitled to resolve the Contract, if the non-compliance circumstances are considered serious enough or are not addressed in due and timely manner.

In addition to this document, which includes general OHS information, EDPR may provide a detailed OHS specification applicable for contracted works. The Contractor is obliged to familiarize and accept this specification before the Contract execution.

3. HSE MANAGEMENT SYSTEM

EDPR has implemented an Integrated Occupational Health and Safety and Environmental Management System developed and certified in accordance with international standards ISO 45001 and ISO 14001.

The Integrated Management System constitutes the framework that establishes the procedures to ensure the proper management of health and safety and environmental risks and incidents at EDPR facilities. Therefore, the Contractor must commit to:

- to ensure full compliance with the procedures provided by EDPR related to the works or services included under the scope of the Contract,
- to participate in the internal and external audits required under the Integrated Management System,
- to participate in the drills eventually organized by EDPR in its facilities as well as other training or activities programmed by EDPR,
- to collaborate in the inspections performed by EDPR and commit to immediately correct the anomalies identified,
- to immediately notify HSE incidents and collaborate in the investigation process,
- to let EDPR perform audits of contractors' own HSE processes.

4. CLIENT-CONTRACTOR RELATIONSHIP

4.1. GENERAL CONSIDERATIONS

The protection of the environment and the safety and the health of everyone working in the performance of EDPR's activities, that is, employees and service providers, contracted or subcontracted, are fundamental values and priorities to EDPR.

Based on this, this document has been developed with the purpose of providing the minimum requisites that must be complied with during the performance of any activity at EDPR facilities.

This document is binding upon the entire company and upon the physical person who may provide services to EDPR or to vehicle companies present at EDPR facilities.

The contractor must provide information on their health & safety and environmental performance whenever required by EDPR to demonstrate compliance with the requirements included in this guide.

4.2. DOCUMENTATION

Both, the Contractor and EDPR will provide the documentation described below through the web tool that EDPR puts at its contractors' disposal. These will be provided before the work starts and maintained up to date as long as the Contract is valid. The EDPR documentation will be delivered in the local language of the country in which the work will be performed or in English. The Contractor will be able to deliver it in the same local language or in English.

Any documentation not described in this document but required by the country's rules and regulations will be also provided by the same means.

EDPR will provide access to its contractors to this web tool that enables them to download the documentation provided by EDP Renewables and to upload any requested documentation. The

documents must be submitted via the web tool of EDPR at least five days before the start of the activities on site.

4.2.1. TO BE PROVIDED BY EDPR

General documentation

- EDPR H&S Policy
- EDPR Environmental Policy
- Occupational accident status notification form.
- EDPR Occupational Health and Safety Guideline
- Web tool external use guideline
- Health, Safety and Environment Management System documentation applicable to contractors

Wind Farm/PV Plant documentation

- Hazards and Preventive Measures document of the Wind Farm/PV Plant where the Contractor will be performing the contracted works (depending of the country, this document may have different names and could be split into several documents: Prevention Plan/DUVRI/Emergency Plan/Risk Assessment, etc.).
- Environmental Risks Maps in case of fire and/or spill + Management recommendations document of the facility where the Contractor will be performing the contracted works.

Other

- Operational pandemic guides
- Manufacturer's instruction manuals of the equipment, machines, installations to maintain or other internal procedures relevant for a safety performance of works.
- HSEMS-**-**_TS-H&S-01 Contractor Management for sites in operation.

In addition to the provision of these documents, the following must be also observed, depending on the works performed, and therefore their implementation must be supervised:

- HSEMS-XX-TS-H&S-03 Construction and major maintenance works regulations applicability criteria.

4.2.2. TO BE PROVIDED BY CONTRACTOR

Prior to the beginning of the works, the Contractor must supply the company, employee and equipment documentation required by EDPR, as well as that of its subcontractors in the web tool of EDPR. Employees may begin work only after these documents have been approved in the web tool of EDPR.

Allowing new workers to perform any job or service without the authorization from the corresponding documentation in the web tool or from the Facility Manager is forbidden. Any person will be

immediately removed from the site and will not be able to return until the mandatory authorization has been granted.

The main Contractor shall relay this information to the subcontractors who will have to comply with the same requirements. The documentation that the contractors have to provide includes, but is not limited to, the following list:

General Documentation

- Risk assessment and preventive measures of the specific contracted works that are going to be executed for EDP Renewables, including the work procedures which permit perform the activities under safety conditions.
- Identification of the environmental risks of the specific contracted works that are going to be executed, and the associated preventive measures to be implemented, including the work procedures which enable to perform the activities respecting the environment
- Occupational accident status notification form.
- Receipt of acknowledgement and acceptance of WF/PVP Hazards and preventive measures document before work starts in the facility.
- Receipt of acknowledgment and acceptance of any other specification, procedure or instruction provided by EDP Renewables.
- Any other documents required by the local legislation

Employee documentation

- Medical fitness certificates.
- Receipt signed by the worker about the familiarization with workplace risks / risks related with the works.
- Posted Worker Declaration (Declaration de Detachement) (for transnational posting of workers by employers based outside France)/LIMOSA (for Belgium)
- Health and Safety training certificates of the employees assigned to the works. Depending on the works performed by the employee, the training certificates required will be:
 - o Work at height (with evacuation) training certificate.
 - o Fire extinguishing training.
 - o First Aid training.
 - o Electrical works training.
 - o Machine operation training/certificate (crane, fork-lift, lift...).

- o Confined space training
- o Others according to the job
- Certificates of delivery of the personal protective equipment (PPE).
- Certificate of inspection of PPE (for those that require inspection, e.g. work at height PPE and electrical hazard PPE). Records or contracts evidencing a relationship with the company.

Machinery and work equipment documentation

- List of machinery and equipment the contactor is going to use
- CE or INMETRO Declaration of Conformity
- Maintenance log
- Valid insurance
- Official Certificate of periodical inspection

Other documentation

Before starting work, the Contractor must have delivered the work procedures and instructions to the person responsible for the work/services at EDPR. Said documents must include the necessary HSE guidelines to ensure that work is carried out safely for both people and the environment, as well as the LOTO locking procedures (Lockout-Tagout) that are applicable to the work to be carried out (communications, electrical, mechanical and/or hydraulic). These LOTO procedures must also be present in the facility, and available to EDPR staff if required, when the work to which they apply is to be carried out.

Additionally, in Brazil the Contractor must complete the additional form FOHSP BRA_07-01 CONTROLE DE PRESTADORES DE SERVIÇO.

In Italy, according to Legislative Decree n. 81/08, during the tender phase and before starting the activities, the Contractor must provide to EDPR the following documents:

- a) Registration with the Chamber of Commerce;
- b) Risk Assessment in accordance to art. 17, D.Lgs. 81/08;
- c) DURC in accordance to Ministerial Decree 24 October 2007;
- d) Declaration in accordance to art. 14 of D. Lgs 81/08.

In addition to the aforementioned documentation, If during the contract execution period the Contractor receives a safety alert notification from EDPR or other relevant information for guaranteeing the safety of the workers on site, the Contractor is obliged to relay said information to all its workers and their subcontractors working in EDPR facilities, as well as to deliver to the

EDPR person in charge at the installation the signature sheet attesting to said communication.

4.3. SUBCONTRACTING

The Contractor is under the obligation to inform its Subcontractors about the terms and conditions set out in this document.

The Contractor shall always be liable for all actions of its Subcontractors, as well as for the obligations taken in the execution of its works, regardless of their type.

The subcontractor's staff will have the same obligations to EDPR as the Contractor. The Contractor will be responsible for ensuring that all its subcontractors follow the indications contained in this document. For EDPR, the Contractor will be considered as the sole liaison, and any breach by a subcontractor will be considered as a breach by the Contractor himself.

The Contractor will be obliged to inform the Client about compliance of labor, social and any other type of obligations of its own personnel and that of its subcontractors.

EDPR shall not be liable to any Subcontractor, or its personnel, for any complaint arising from the Contract; the Contractor must provide an express renunciation in writing by the Subcontractor to any right to claim EDPR any amount owed by the Contractor to the Subcontractor.

4.4. TRAINING AND QUALIFICATION

Contractor workers and its subcontractors' workers must complete the minimum required training based on the work they will be conducting and as requested by EDPR, through its web tool.

It must be taken into account that GWO-certified training will be required in the case of work at height training when working in wind turbines.

Likewise, all certificates of any training records surrendered to EDPR must be valid.

Depending on the work to be performed, the documentation to be provided to EDPR by the Contractor will be requested in each country through the web tool of EDPR.

Additionally, in Portugal, all workers that carry out construction, operation, maintenance or demolition works at EDPR facilities shall possess a Basic Safety Training (BST) certificate, acknowledged by EDP.

The entry of new workers on site in the trial period, while they wait for the BST course, is only allowed by surrendering an "induction and development plan" for such workers, which demonstrates proof of having attended training and received information on the risks associated to the assigned tasks, logging thereof in the BST and escort by a qualified professional.

In Italy, the workers must be compliant with the H&S training required by Legislative Decree n. 81/08.

In France and Belgium, electrical accreditation must comply with local specific regulations: NFC 18-510 for France and RGIE for Belgium

In Poland there is a need of following certifications:

- For works on electrical devices or installations according to Rozporządzenie Ministra Gospodarki , Pracy i Polityki Społecznej z dnia 28 kwietnia 2003r. w sprawie szczegółowych zasad stwierdzania posiadania kwalifikacji przez osoby zajmujące się eksploatacją urządzeń, instalacji i sieci (Dz. U. Nr 89, poz. 828 i Nr 129, poz.1184)
- For works with service lift, hoist, gantry, crane, fork lift according to Rozporządzenie Ministra Gospodarki z dnia 18 lipca 2001 r. w sprawie trybu sprawdzania kwalifikacji wymaganych przy obsłudze i konserwacji urządzeń technicznych (Dz.U. Nr 79, poz. 849)

4.5. INSPECTIONS

4.5.1. CONDUCTED BY EDPR

During the performance of the works, EDPR will have the right to conduct Safety, Health and Environment inspections at those locations where the Contractor may be performing the work. The inspection may include the workplace, machines and tools, personal protective equipment and work processes.

The Contractor is obliged to correct any irregularities detected during Health, Safety and Environmental inspections as soon as possible or within the deadline established by EDPR.

EDPR will have the right to stop the works until the hazards have been eliminated should it detect any manifest negligence with respect to compliance with the health and safety and/or environmental rules and regulations.

Those HSE inspections could take place without any prior information to the contractor.

4.5.2. CONDUCTED BY THE CONTRACTOR

During the performance of the works, the Contractor shall perform its own Health and Safety inspections of how the work is being conducted in terms of Health and Safety. These inspections must include, at least, the workplace, machinery and tools, personal and collective protective equipment and work processes. Inspections must be conducted at least quarterly.

The Contractor must notify EDPR and correct any irregularity that may have been detected during the Health and Safety inspection without delay and within the deadline established by EDPR.

EDPR may request the Contractor to submit reports of these inspections at any time.

4.5.3. SAFETY TALKS AND WALKS AND SAFETY BRIEFINGS

A high representative from the Contractor (proposal to be approved by EDPR) must conduct a Safety Walk and Talk according to their own procedures. These must be conducted at least once a year or once per each contract if its duration is less than one year. In the case of contracted works of less than a month's duration, conducting this Safety Walk and Talk will not be necessary.

In the event that the Contractor has several contracts with EDPR in a certain country, the Contractor must perform at least two Safety Walks and Talks per year for the total contracts of that country, unless another number is agreed with EDPR.

At least on a weekly basis, a person responsible from the Contractor's team at the site must conduct a Safety Briefing prior to the beginning of the works.

The reports of both activities (Safety Briefings and Safety Walks and Talks) must be sent to EDPR, at least, quarterly.

5. SAFETY ALERTS

If the Contractor receives or publishes a Safety Alert, it must be communicated to EDPR through the Facility Manager or H&S department.

In the event that EDPR receives or publishes a Safety Alert, it will be forwarded to the contractors that might have interest in the same. In this case, this will be an official communication in which EDPR will demand the Contractor to transmit the content of the Safety Alert to the employees that might work on EDPR facilities.

After this, the Contractor should send to EDPR Facility manager the signatures of people who received the information.

6. HEALTH AND SAFETY REQUIREMENTS AT EDPR FACILITIES IN OPERATION

6.1. BASIC RULES

A Wind Farm/PV Plant is an industrial installation. Remaining and performing work in said installation carries certain risks. An individual hazards and preventive measures document has been prepared for each Wind Farm/PV Plant, which lists out the specific dangers and the associated risks and their methods of mitigation.

Each Contractor must become familiar with the risk and emergency measures of the facilities prior to beginning the work.

Note! The previous information does not cover the risks related to specific tasks of the Contractor. The employer must identify and assess the risks of specific jobs/tasks performed by their employees.

Prior to beginning the works, the Contractor must provide confirmation that its employees have become familiarized with the risk assessment for their respective jobs and for the type of work to be performed, as well as with EDPR's Risk Prevention/Health & Safety Guideline. During the provision of the contracted services, the Contractor must not expose its employees or any other worker to any risks.

The Contractor must provide safe and healthy working conditions, including all necessary means and materials for the safe execution of all the Contractor's tasks, such as machinery, equipment, collective protective measures (CPM), personal protective equipment (PPE), scaffolding, etc.

During the provision of the contracted services, special attention shall be paid to employees from other companies working in the same area. In these cases, it is necessary to have a previous coordination meeting among the concurrence companies and if necessary the EDPR's facility manager before starting works in order to establish the appropriate safety measures taking into account the risks which have been introduced in the works of the other employees.

Any safety-related doubts arise during the provision of the services shall be consulted immediately with the Facility Manager.

In addition to the specific rules indicated in this specification, the Contractor shall strictly comply with all applicable regulations.

The Contractor shall ensure that an adequate person with appropriate qualifications permanently supervises its employees, subcontractors and the works being performed, from the beginning until the completion of the works. The latter shall be considered to be complete once the workers have abandoned EDPR's facilities.

Works in the wind turbine must always be performed by a team consisting of at least two people. To carry out the work, the Contractor shall carry one first-aid kit per each pair of operators, which they must bring with them to the nacelle and one rescue kit (one for two people).

To carry out work on the wind turbine, the Contractor must comply with the maximum wind speeds indicated in the Wind Turbine Safety Manual for the different works, for which the Contractor must verify before the start of the work that the conditions are adequate, as well as monitoring, either through the wind turbine's own equipment or the Contractor's own equipment, that the necessary conditions are maintained throughout the activity. In case of overpass the limits during works, the works must be stop leaving the Turbine in safety conditions before leaving.

High risk works (e.g., performed on electrical installations, work at heights, hot works, confined space, with risk of entrapment between objects) performed in the facility must be carried out by a team consisting of at least two people in order to assure adequate safety.

Safety in other works performed in the electrical facilities (substation or electrical cabinets room), such as cleaning activities, must be assured.

Appropriate communications equipment must be available to all members of the team if they do not have visual contact with one another (including the necessary batteries that can guarantee their correct operation) during the performance of a job.

The Contractor shall have at the EDPR facilities, in the rescue kit, an operational defibrillator for each couple of workers who work in the wind turbines, or one for all workers involved in electrical work in substation, as well as with personnel with adequate knowledge and training for its use.

6.2. COMMUNICATION

The first point of contact at EDPR for any aspect mentioned in this document will be the Facility Manager. Any aspect related to safety may also be discussed with the Health and Safety Manager. Prior to the beginning of the services, the Contractor shall provide a minimum of two contact phone numbers to the Facility Manager.

The Contractor must provide to all employees performing tasks at EDPR facilities the necessary personal means of contact (mobile phones) during the execution of the works. In this respect, the Contractor must take into account that adequate phone coverage may not exist at the Wind Farms/PV Plants, which means he must evaluate the need to supply its workers with a satellite phone or any other means that can warrant adequate communication.

6.3. INCIDENTS – ACCIDENTS, NEAR MISSES AND UNSAFE ACTS AND CONDITIONS

In case of an accident, the Contractor must first provide first aid to the victim and protect the place of the accident in order to avoid additional harm, also for the subsequent investigation.

The Contractor must notify as soon as possible of any incident, near miss or unsafe act or condition as well as of any unsafe acts or conditions that may arise in the facility areas of EDPR.

6.3.1. DEFINITIONS

For the purpose of this document, the following shall be understood:

EDPR: All companies of the EDP Renováveis Group.

EDPR facilities: facilities owned by EDPR and/or facilities managed by EDPR.

Contractor Company: A physical or legal person who maintains a contractual business relation with EDPR.

Work accident: Any corporal injury suffered by the worker of a Contractor Company on the occasion of or as a result of work performed for EDPR by said Contractor Company as part of the contractual relationship with EDPR.

Accidents taking place at the Contractor's worksite as well as those that may occur while commuting to and from work are excluded from this Technical Specification.

Days Away From Work Accident: DAFW accidents will be understood to be those work-related accidents whose outcome causes the injured worker's to be absent from the job for at least one workday (the day on which the accident occurs will be understood to be excluded from the calculation). A DAFW accident must be accompanied by the medical leave report from the Occupational Injury and Illnesses Mutual Insurance Company.

Multiple, Severe, Highly Severe or Fatal Work Accident: These types of accidents will be understood to include work-related accidents that cause the death of the worker or that are classified as severe or highly severe by the local law of the country Occupational Injury and Illness Workers Insurance Company of the Contractor, or that affect more than four workers belonging to (or not) the Contractor's workforce.

Near miss: A spontaneous unforeseen event that originates from the activity being performed by a Contractor Company that does not cause injury, damage or a deterioration to the worker's health, but which hinders the normal operation of the works and can also be the cause of future accidents.

Accidents taking place in the Contractor's worksite as well as those that may occur commuting to and from work are excluded from this Technical Specification.

Events with damages to people and/or installations external to the work activity: These will be understood to include those events which, as a result of the work performed for EDPR by the Contractor, have caused damage to the health of someone external to the activity being performed as part of the existing contractual framework between both companies and/or to the installations or elements owned by people or entities external to EDPR.

6.3.2. NEAR MISS AND ACCIDENT REPORTING AT EDPR FACILITIES

In the event of a near miss or accident, the Contractor, once he has stopped the works and/or isolated the area to prevent its consequences from repeating or extending any further, **shall notify the event immediately** (by telephone, verbally, e-mail, etc.) to the EDPR person responsible for the facility or to the EDPR person responsible for the supervision/management of the work.

Next, the Contractor shall send a Near Miss/Accident Notification Case Report within a maximum of 24 hours. The referred report must include at least the what, how, where and when did the injury occurred, as well as the personnel/equipment/installations affected and all reliable and relevant information available in order to understand the course of the event.

Next and before the following 72 hours and through the same communication channels, the Contractor shall send EDPR a final Near Miss/Accident Investigation Report.

In addition, the Contractor must submit monthly to EDPR's H&S department a file with information of all near misses occurred in that month at EDPR facilities.

The Near Miss/Accident Analysis Report must be filled out and signed by the Safety Specialist appointed by the Contractor and by the person responsible for the works.

EDPR reserves the right to take part, jointly with the Contractor's Safety Specialist, in any phase of the workplace accident's analysis, for which purposes the Contractor's Safety Specialist will work in coordination with EDPR's technical and safety leads.

The Contractor must take corrective/preventive actions as a result of the incident analysis as well as any other actions that could be recommended by EDPR and send evidence of having undertaken the corresponding actions.

In addition to the above and in the case of work related accidents involving medical leave, the Contractor shall send a copy of the medical leave report stamped by the entity covering the accident's contingency (Occupational Injury and Illness Mutual Insurance Company, etc.) to the Facility Manager or to the person responsible for the supervision/management of the works of both its workers and workers of companies with which it may subcontract works as part of the Contract.

The Contractor shall use the same communication channels to notify the return to work of the worker or the termination of his/her work relationship, using documentary proof of said circumstance.

In the event of a multiple, severe, highly severe or deadly work-related accident, the Contractor shall send the Accident Notification Report within a maximum of 12 hours from its occurrence.

Additionally, and according to the local law, the Contractor shall report any fatal or serious accident to the Labor Authority.

6.3.3. NOTIFICATION OF EVENTS RESULTING IN DAMAGE TO PEOPLE AND/OR INSTALLATIONS EXTERNAL TO THE WORK ACTIVITY

In this case, the Contractor shall send a Notification Report within a maximum of 24 hours describing the events, including as much information as may be known and be relevant in order to ascertain the nature of the event (what, how, where, when, why, etc. did the injury/illness occur).

The Notification Report must be completed by the Contractor's work supervisor.

Next and before 72 hours and using the same communication channels, the Contractor shall send a full report of the facts to EDPR, including an economic assessment (if possible) of the event's repercussions and a copy of the communications made to the insurance companies that cover the damages (to be stamped by them).

This report must be signed by a Legal Representative of the Contractor.

The Contractor must take corrective/preventive actions as a result of the incident analysis as well as any other actions that could be recommended by EDPR.

6.3.4. CHANGE OF CLASSIFICATION

If, for any reason, the circumstances of an accident have been changed such that it would be classified differently (accident without days away from work, days away from work accident, severe or deadly accident, etc.), the Contractor shall immediately notify EDPR of this change, following the procedure indicated for such new classification. The timeframes will start counting as of the moment in which the circumstances favoring the new classification were changed.

6.3.5. INJURY AND ILLNESS TRACKING

Before the 5th of each month the Contractor shall send to the Facility Managers the number of Contractor worked hours as well as the hours worked by every sub-contractor at each EDPR facility and the total number of “DAFW Accidents” and “non-DAFW Accidents” of the previous month, using EDPR’s template available for such purpose. Failure to comply with this point will be considered as a minor infraction in the Disciplinary and Sanctioning Regime.

For the purpose of following up on accidents occurring within the sphere of EDPR’s Contractor Companies, each Contractor shall send the (completed) form “Injury and Illness Status Notification Form” to EDPR’s Health and Safety Department through the available web tool used for exchanging documents.

The information that must be filled out in the attached form includes the following:

- Number of in-house workers (average): Average number of Contractor workers working at EDPR’s facilities.
- In-house personnel work hours: Hours worked by Contractor personnel at EDPR facilities.
- Number of subcontracted workers (average): Average number of subcontracted workers working at EDPR facilities.
- Hours worked by subcontracted personnel: Hours worked by Subcontractor personnel at EDPR facilities.
- Number of safety inspections at the site/works: Number of safety inspections conducted by the Subcontractor of its workplace or of the workplace of its own subcontractors at EDPR facilities.
- Days Away from Work Accidents: Number of Contractor and (its) Subcontractor DAFW accidents at EDPR facilities.
- Non-Days Away From Work Accidents: Number of Contractor and (its) Subcontractor Non-DAFW accidents at EDPR facilities.

EDPR reserves the right to request at any time an official injury and illness certificate, issued by the Contractor Company.

6.4. WAREHOUSE

The Contractor shall comply with the following rules should EDPR grant him access to the warehouse:

- The warehouse shall be kept clean and in order. Storing materials in transportation paths, escape routes, obstructing emergency exits, obstructing access to fire extinguishers and first aid equipment, stockpiling materials in an unstable manner, obstructing access to storage units with materials, overloading shelves in storage units, storing materials in shelves in an unsafe manner that could pose a risk of falls of said materials and storing materials that may be obsolete for the tasks to be performed is unacceptable.
- Shelves must be fixed to the ground and/or wall and must indicate the allowed maximum weight by shelf.
- Using items stored by other users in the warehouse is forbidden.
- Smoking in the warehouse is strictly forbidden.

6.5. FORKLIFTS

EDPR may own some forklifts that are available at the facility. In this case, the Facility Manager may provide it to the contractors by giving out the forklift's key to the user. Prior to that, the Facility Manager must verify if the user is in possession of the written authorization and has the mandatory training to use the forklift and that he/she is familiar with the "Forklift operation and maintenance manual" provided by the former.

The person to whom the Facility Manager may have given the key to the forklift must not give it to other individuals. The person in possession of the key is responsible for any breakage, loss and damages to people or property until the moment that he/she returns the forklift to the Facility Manager. Contractors operating the forklift must follow the rules mentioned in the manufacturer's manual.

The Contractor is responsible for any damage caused during use of the forklift.

In the event that EDPR should detect that the Contractor is making an incorrect use of the forklift or does not follow the Health and Safety rules, the permission for the use of the forklift shall be immediately revoked. In such a case, the Contractor must return the keys to the forklift.

6.6. CRANES

Sufficiently in advance before the start scheduled for the works, the Contractor will provide the Facility Manager with the working procedure and the crane manual. These documents must include the authorized wind speeds for each crane operation. In addition, the procedure must define the responsibilities of each role involved in the work, in relation to decision making / supervision of work.

The Contractor cannot leave the crane, in any case, if it is not in a safety position.

6.7. SIGNALING AND BEACONING

- All workers entering a workplace must respect the existing signs and beacons.
- Crossing or passing beacons is prohibited, not only for unauthorized personnel, but sometimes also for the personnel who carry out the work themselves, so the beacons must be appropriate to each situation.
- It is mandatory to beacon load lifting areas where no one can cross during lifting and lowering maneuvers. It is not allowed to be located under the load at any time.
- Rigid barriers must be used in situations with risk of falling personnel at different levels to prevent the fall.
- During works at different levels, it's mandatory to block the access and beacon areas with risk of falling objects.
- Storage areas will be delimited and signposted
- Signaling in workplaces must be adjusted to the specific risks of the area where the risk exists.
- During maintenance of Wind turbines:
 - o Beacon and signalize the area around the wind turbine undergoing maintenance. This area being clearly defined for unauthorized personnel.
 - o It's forbidden that the personnel and machinery / vehicles not involved in maintenance works cross the defined areas.
 - o Storage areas must be delimited and signposted
 - o Access areas are unobstructed, allowing access or exit from workplaces without having to remove any material / vehicle / machinery.
- In the particular case of hoisting and lowering with the wind turbine hoist, the following specific considerations will also be taken into account:
 - o Lifting area must be delimited and beacons before opening the hoist hatch for both lifting and lowering of the material and will be removed at the end of the lifting / lowering. Said beacons will not be maintained during the time technicians are working inside the turbine.
 - o During the time the hatch is open and during the lifting / lowering of the load, all personnel must be located behind the tower, on the side opposite the hatch.
 - o As an exception to the above, if it is necessary, due to wind conditions, to hold the load using a guide rope, the technician will remain outside the beacon in any case, and as far away as possible that visibility allows, always looking towards the load.

- The hatch cannot be opened until the beacon is in place and the personnel are behind the tower.
- Communication of personnel from above and below must be effective and the entire sequence of the operation must be communicated at the appropriate times.
- The personnel located in the nacelle will notify the person on the platform before opening the hatch, which cannot be done until the personnel below assure the nacelle personnel that the beacon is finished and that they are out of the risky area.

6.8. ELEVATED PLATFORM/SUSPENDED PLATFORM

This kind of platforms must always be the priority in case of works on blades. The use of ropes techniques by technician must be used as the last resort once a specific risk assessment has been done showing that this solution is less hazardous than the use of the mentioned platforms and with the EDPR approval.

6.9. CHEMICAL PRODUCTS

Prior to using chemical substances at the Facility, the list of chemical products (indicating trade name and usage description) must be sent to the Facility Manager along with their material safety data sheets (MSDS/FISPQ).

The Contractor is obliged to:

- Inform workers about the health and safety risks of handling/using chemical products.
- Provide the necessary personal protective equipment for any job that implies the use of chemical products.
- Provide updated copies according to the regulations in force of the chemical products safety data sheets in local language for all products available at the facility.
- Provide storage instructions for chemical products.
- Store chemical products according to the manufacturer's recommendations and existing regulations. Chemical products shall be located on containment trays large enough to collect a possible spill.
- Supply adequate labels in all containers used to store chemical substances according to the existing regulations.
- Immediately remove any leak that could arise and notify the facility manager immediately of said incident.
- Keep the chemical storage area clean and clean the spill containment trays regularly.

Several chemical substances may be stored in the wind farm/PV plant area, particularly in the warehouse according to the EDPR or country regulations about incompatibilities among them. Using chemical substances without the previous approval from the Facility Manager is strictly forbidden.

All chemical substances present at the wind farm/PV Plant must have their material safety data sheets in paper or electronic format. In the latter case they must be accessible to any worker at the site at any time. The instructions described in the MSDS/FISPQ must be followed in case of leak, ingestion, skin irritation or intoxication by inhalation.

6.10. TOOLS, MACHINERY AND EQUIPMENT

The Contractor shall only use tools, machinery and equipment that are adequate and technically suitable and that have valid documentation, including the CE or INMETRO marking.

The Contractor is obliged to have in the installation of the mechanical equipment for the handling of loads appropriate to the work to be carried out.

The Contractor must regularly inspect power tools and must remove them immediately if any defects are detected.

Machinery and equipment subject to inspections must have a valid approval for their use.

The Contractor must make the tool, machinery and equipment manuals available to the employees.

EDPR reserves the right to remove from its facility any tool, machinery or equipment that does not fulfill the above requisites or any applicable legal regulation.

The Contractor must pay due attention in order to prevent any damage to EDPR's property in the zone where the works are being performed.

6.11. AMMENITIES AND REFRESHMENT ROOMS (RESTROOMS, KITCHEN AND OFFICES)

In case that EDPR may provide amenities and refreshment rooms to personnel, the Contractor (user) shall keep them clean and in order. Should the Contractor (user) destroy or damage EDPR's property or that of any of its subsidiaries or related entity or elements/property belonging to EDPR's business partners, EDPR will charge the repair costs to the Contractor.

Except in places authorized for that purpose, it is forbidden to have meals at EDPR facilities.

6.12. VEHICLE TRAFFIC

The speed limit inside the wind farm or PV plant is **30 km/h** in normal weather conditions, unless another sign is present. In adverse weather conditions, such as fog, frozen roads, snow or heavy rain, speed shall be reduced accordingly and conveniently.

The Contractor must verify that the limits required for vehicles – particularly heavy vehicles and cranes – to circulate in adverse weather or poor visibility conditions have been included in his risk assessment and that of its subcontractors. If said conditions and their corresponding measures have not been included in the risk assessment, the Facility Manager may take the decision that is most appropriate in that respect, and may stop, if deemed appropriate, these vehicles from circulating until the weather or visibility conditions improve. The Contractor must accept this decision.

Cars may only be used in roads meant for road traffic. Driving in the field, meadows, trenches, etc. is forbidden. Facilities that have special driving risks (wind farms or PV plants with high slopes, areas where heavy snow is frequent, etc.) will require the use 4x4 off-road vehicles.

Any vehicle transiting through EDPR facilities must be equipped with high visibility vests for the workers. Additionally, in Poland, any car transiting through the facility must carry a fire extinguisher.

In the electrical substation area, cars may only be parked in spaces designated for such purpose or in places indicated by the Facility Manager.

In the EDPR facilities, cars must be parked without obstructing the access roads to wind turbines, and access for emergency services must be guaranteed at all times. It is recommended to park cars facing the exit road so that they may evacuate the area quicker during an emergency.

With respect to the transiting of heavy vehicles or large vehicles, the Contractor must prepare a Heavy Vehicle Transit Plan for the Facility, which must indicate the paths vehicles must follow depending on the wind turbines that will be visited.

To this end, the Contractor must access the Facility with a light vehicle (car, van, etc.) and drive on the path they will be driving on afterward with the heavy vehicle. The purpose of that plan is to identify those points that present difficulties to the heavy vehicle, such as slopes, road width, turn radii as well as any other risk that could affect the safety of the operation on the wind turbine platform, such as the presence of ditches, overhead power lines, culverts, etc.

The Heavy Vehicle Transit Plan must include a map showing the marked paths on which heavy vehicles will travel, as well as the necessary indications for the operator to drive safely.

In the event that the Heavy Vehicle Transit Plan should identify any risk situations that require taking action such as, for example, towing, road base repairs, etc. all measures that must be taken must be included in the plan itself prior to the entry of the vehicle.

The Heavy Vehicle Transit Plan must be provided in writing to the Facility Manager for review prior to the beginning of the works. Heavy vehicles may not access the facility without the approval of said Plan.

Cars that are used for transportation of tools and/or materials must have a separate transportation area from the passengers/driver zone. All gas bottles must be transported in a vertical position and fixed. Tools and materials transported in the car must be prevented from moving freely in the transportation zone.

Additionally, the use of 4x4 off-road vehicles will be mandatory by contractors in the following facilities:

- Serra Voltorera
- Coll Garganta
- Altos de Voltoya (Ávila, Ojos Albos, Cruz de Hierro, Ampliación Cruz de Hierro, Villacastín).
- Eólica Sierra de Ávila (Colladillo, El Rincón, Cabeza Mesa).
- Eólica La Brújula (Brújula, Veleta, Llanos de San Martín, Monasterio de Rodilla)
- Eólica Arlanzón (Villamiel, Villoruebo).
- Eólica Sierra de Curiscao
- Eólica Sierra de Pumar.
- Sierra de Carondio
- PECA (Sierra de Lagos, Sierra de La Cuesta, Sierra del Acebo).
- Monseivane
- La Celaya
- Ponte Rebordelo
- Llanos de Juan Grande

6.13. VISITORS

Any person visiting the area of the Wind Farm or PV plant must familiarize him/herself with the information available in the visitors' documentation package.

The Facility Manager must always be previously notified of any visit to the site. Visitors must be escorted by the Facility Manager at all times, unless otherwise agreed.

6.14. PERSONAL AND COLLECTIVE PROTECTIVE EQUIPMENT

The Contractor shall provide its personnel with the necessary Personal Protective Equipment to perform their tasks. All PPE must be in good technical condition and have valid certificates of inspection according to the applicable regulations.

For those works at height to be carried out in the wind turbine, it will be necessary for the Contractor to provide its workers with individual rescue and evacuation devices.

EDPR reserves the right to request the reports from the last equipment inspections or declarations of conformity.

If required by the nature of the works being performed, the use of Collective Protection Measures must be guaranteed.

In addition, it is reminded that the regulations require to opt for collective protective equipment over personal protective equipment. As such, using working platforms should always be the preferred

choice over rope access techniques unless it can be proved that a working platform cannot be used for the operation.

6.15. WORK PROCESSES/CONTRACTUAL TASKS

The Facility Manager must be informed of the beginning and completion of the works. For this purpose, the Contractor shall comply with the facility's dedicated entry and exit communication protocol communicated by EDPR.

The Contractor must provide employees with the work safety procedures or instructions required to perform the works under appropriate conditions of safety. The Contractor must submit the safety manual of the works upon request by EDPR. The Contractor may not begin the works in the absence of a safety procedure of the works and if the employees have not familiarized themselves with it.

The Contractor must ensure a constant oversight of its employees and its subcontractors from the beginning until the end of the works and must ensure that the works are performed by people with the necessary qualifications according to the labor legislation and business regulations, and have the adequate knowledge based on the scope of the works to be performed.

In the case of the presence of different contractors performing work at the same site, these will be obliged to:

- Appoint a safety and health coordinator to supervise the safety and health of all employees that are active at the same site, according to applicable law in the country or EDPR procedure.
- If the appointment of a coordinator of preventive activities is not necessary, they must cooperate jointly. Whenever several subcontractors exist, the main Contractor will have available a Supervisor who shall oversee all of the Subcontractor's work and be present during their execution.
- Establish the rules of cooperation.
- Notify each and every worker or their representatives of the actions that are geared at preventing any occupational risks that may arise during the execution of the works.

The agreement relative to the appointment of a coordinator and the establishment of rules of cooperation shall be established before the employees begin working at the same site.

In the case of large overhauls, the main Contractor shall appoint the Preventive Activity coordinator, unless otherwise defined according to country's specific regulations. This approach will ensure a better organization of the work among the smaller companies that may be working simultaneously at the same site.

The Contractor must surrender the documentation of the machinery and equipment to be used during the performance of the works or before they begin. This documentation must be uploaded to EDPR's software tool.

Contractors that may be carrying out any job or operation in energized devices (wind turbine generators (WTGs) and/or substation) must comply with the provisions of the safety manual for said equipment.

Companies performing work at EDPR facilities must prepare their own work procedure and comply with all rules stemming from the applicable regulations.

In Brazil, before the start of activities a meeting must be held with Health and Safety Leads so that they may present the local rules and features of the facility.

6.16. WORK SUBJECT TO WRITTEN WORK PERMITS

The Contractor must possess a written work permit for the following tasks:

- hot work, assembly or repairs being performed without shutting down the installation or in those places where some employees may be performing other work or where some machines or devices may be in operation.
- works performed on tanks or other confined spaces.
- work with electrical devices or equipment (energized work and consignments).

In Italy, the Risk Assessment (DUVRI) describes which are the places that are considered as Confined Spaces according to DPR 177/2011. Contractors must comply with DPR 177/2011 for any activities performed inside confined spaces and send to EDPR the relevant certification/accreditation according to DPR 177/2011.

The Contractor must request facility manager authorization prior to planning the following activities:

- Rope access work
- Works involving cranes, Mobile Elevating Work Platform, Suspended Work Platform

6.17. EMERGENCY SITUATIONS/EMERGENCY RESPONSE

The operating procedure during emergency situations is provided in the risk and emergency measures of the facilities or similar document, based on the country. The scope of this document covers the entire zone of a Wind Farm and PV Plant, that is, the electrical substation (if existing and belonging to EDPR), access roads and platforms and wind turbines. The emergency plan contains several different scenarios for different possible emergency situations.

EDPR will provide the emergency measures prior to the beginning of the works at the site. Individuals who are not familiarized with these measures shall not perform any work at EDPR facilities.

The Contractor is obliged to provide the technical measures necessary to respond to emergency situations (such as fire extinguishers, first aid kit, etc.) and ensure that its workers have constant access

to these. In the event that any of these devices owned by EDPR are used, EPPR shall be notified immediately so that the supplies that may have been used/consumed may be replaced.

The Contractor is obliged to take part in the drills that may be conducted at the site.

6.18. GENERAL SITE RULES/FINAL PROVISIONS

Smoking in electrical substation is forbidden except in designated areas.

Smoking inside the wind turbine is strictly forbidden.

Access to or remaining in EDPR facilities while under the effects of alcohol and/or drugs is prohibited and control thereof will be the Contractor's responsibility. The Facility Manager has the power to immediately remove any employee under the justified suspicion that he/she may be under the influence of alcohol or drugs.

In Portugal, all Contractor and its Subcontractor's workers are subject to a breathalyzer test in the ways defined by the EDP's "Alcohol Prevention and Control Policy".

Performing the services according to these rules guarantees safety within the facilities. Should the employee fail to comply with the above rules, he/she may be removed from his/her job and/or removed from the site.

All those aspects that are not regulated as per the above terms shall be consulted individually.

All workers performing the work order shall move about only through the necessary zones to carry out their corresponding tasks. The unauthorized transit through the site's facilities outside of the work zone as well as handling or altering site equipment (e.g. in the transformer warehouse, control room, commuter central, SCADA, etc.) is not accepted.

EDPR has the right to remove an employee from its facilities under any of the following circumstances:

- Failure to comply with the rules included in these regulations/cooperation agreement/rules of conduct within the facility.
- If the worker breaches the safety and health rules, creating a danger to his/her own life or to the life of others.
- If it suspects that the employee is under the influence of alcohol or drugs.

7. ENVIRONMENTAL REQUIREMENTS AT OPERATING EDPR FACILITIES

7.1. BASIC RULES

A wind farm or PV plant is an industrial facility located in a natural environment. Remaining and performing work in said installation carries potential risks to the environment.

The Contractor must act with respect for the Environment and take all the necessary measures to prevent any impact.

Any environmental-related doubts arising during the provision of the services shall be consulted immediately with the Facility Manager.

In addition to the specific rules indicated in this specification, the Contractor shall strictly comply with all applicable regulations.

The Contractor shall ensure that an adequate person with appropriate qualifications permanently supervises its employees, subcontractors and the works being performed, from the beginning until the completion of the works. The latter shall be considered to be complete once the workers have abandoned EDPR's facilities.

7.2. HOUSEKEEPING

The Contractor shall execute and/or provide the contracted works/services ensuring the maintenance of good housekeeping of the Client's premises. Once finished, the area shall remain in the same conditions as they were before starting the work.

7.3. ENVIRONMENT-FRIENDLY PRODUCTS AND SERVICES

The Contractor shall carry out the contracted works with the maximum respect for the environment.

Therefore, the use of environment-friendly products/materials/equipment such as non-toxic/biodegradable/renewable products/materials, products with high proportion of recycled materials and/or with high recyclability potential at the end of its life, green certified products, electric vehicles, packaging/containers with refilling system to reduce packaging/containers waste generation, etc will be highly valued.

7.4. WASTE MANAGEMENT

All generated waste, both hazardous and non-hazardous, shall be properly managed in compliance with the applicable legislation in force as well as the internal requirements and best practices established by EDPR.

EDPR has waste collection points (also called *clean points*) for the temporary storage of the waste generated.

The waste generated shall be stored in the waste collection point established by EDPR in each case, ensuring at all times compliance with the following requirements:

- Make a proper use of the waste collection point and its elements, ensuring good housekeeping both in the clean point itself and in its surroundings.

- The waste collection point is only intended for the temporary storage of waste; therefore it cannot be used for storing any other element.
- The maximum waste storage period established in the legislation in force shall be respected. If there is no legal requirement in this regard, it is recommended not to exceed 12 months.
- Waste shall be stored duly segregated in the containers provided for this purpose according to their compatibility, so as to avoid heat generation, explosion, ignition or the generation of toxic substances or any effect that may increase the hazard or hinder their subsequent management.
- All waste containers temporarily stored until their delivery to the waste handler shall be properly labelled in a clear, legible and indelible way. The labels must be firmly fixed onto the container, removing or covering any signs or labels that could be misleading or confusing. Labels will include at least the information required by the legislation in force.
- The removal of waste shall be done safely, in suitable containers for each type of waste in order to avoid any accidental spill during transportation.
- Waste transportation between the different points of the facilities shall be carried out using the internal roads. Driving on other roads shall be avoided.
- Spills shall be collected using absorbent material and shall be prevented using appropriate containment trays/basins, where all non-solid hazardous waste shall be placed.
- Fire extinguishers must be available near the waste storage point.

The Contractor's assumption of temporary waste storage in its facilities shall be previously authorized by EDPR. In this case, the Contractor shall commit to comply with the provisions of the legislation in force, as well as with the internal requirements and good practices established by the Client. EDPR will have the right to conduct environmental audits and/or inspections.

EDPR is responsible for the management of the generated waste, the latter being understood as its delivery to an authorized transporter/waste handler for proper treatment.

Waste shall be managed by guaranteeing the application of the hierarchy principle that prioritizes prevention, preparation for reuse, recycling or other forms of recovery, including energy recovery. Waste elimination will be just an option when none of the previous treatments are technical and/or economically viable.

The Contractor's assumption of waste management duties shall be previously authorized by EDPR. For that purpose, the Contractor shall provide all the documentation that evidences the authorization of

the waste vendors/handlers, the final treatment to be applied to the different types of waste, as well as any other aspect related to the proper management of waste (waste records, etc.). The Contractor shall commit to comply with the provisions of the legislation in force and with the internal requirements and good practices established by the Client, as well as to collaborate in the audits and/or inspections that EDPR may carry out. Following the frequency established by EDPR, the Contractor shall report the information related to amounts of waste generated, their final treatment and any other related information of interest.

7.5. WILDLIFE AND VEGETATION

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment, taking all the necessary measures to prevent any impact on vegetation and wildlife. For that purpose, the Contractor is committed to act according to the following requirements:

- Clearing tasks shall not be carried out without prior authorization from EDPR. The use of herbicides and pesticides is prohibited except in exceptional cases previously authorized by EDPR.
- Plant remains from land clearings shall be properly managed. Burning thereof without prior authorization from EDPR is not allowed.
- Sensitive plant and wildlife areas and protected habitats shall not be affected.
- Vehicles and machinery shall circulate only on designated areas, respecting the established speed limit at all times to avoid accidents with wildlife.
- Works susceptible to disturb or affect wildlife shall be scheduled, to be conducted during the off breeding/nesting season, whenever possible.
- The Contractor shall inform the Client if any risk to the wildlife and vegetation is identified, for example, the presence of insects that can attract birds and bats to the turbines with fatal consequences.
- The Contractor shall immediately notify the Client (sending pictures, if possible) if any injured or dead animal or abandoned animal remains (carrion) is found.

7.6. WATERCOURSES AND WATERBODIES

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment taking all the necessary measures to prevent any impact on watercourses and waterbodies. For that purpose, the Contractor is committed to act according to the following requirements:

- Drainage systems shall be maintained in proper condition, always free of any waste that could obstruct the flow of water.
- Discharging any type of waste or wastewater into watercourses and/or waterbodies is prohibited.
- The abandonment, dumping or discharge of waste considered toxic and/or hazardous or others that may cause affection to aquifers by infiltration, shall be avoided. This waste shall be managed by authorized companies as established in section 7.4. In case of spill, the guidelines stated in section 7.12 shall be followed.
- Maintenance tasks of equipment and mobile machinery shall be performed in appropriate facilities for this purpose, outside the Client's premises. Maintenance of those equipment which, due to their nature, cannot be performed in suitable facilities, shall be carried out in a designated area far from watercourses, waterbodies and aquifers, taking all the necessary measures to prevent spills and ensuring the proper management of generated waste.
- Washing vehicles, machinery and working tools in water streams is strictly forbidden.
- Works that may result in the modification of the course of streams or that could alter the cross section of riverbeds shall not be undertaken.
- Extreme caution shall be exercised when working near water streams to ensure that their hydraulic capacity and quality remains unaltered.

7.7. AIR POLLUTION AND NOISE

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment and the local communities, taking all the necessary measures to prevent air pollution and noise generation. For that purpose, the Contractor is committed to act according to the following requirements:

- Vehicles and machinery shall be up to date with regulatory inspections.
- The movement of vehicles and/or machinery on EDPR premises shall be limited to the strictly necessary to perform the works, always respecting the maximum speed of 30 km/h.
- Machinery used for the execution of the works shall be selected considering noise emissions as a criterion. The so-called 'silent' machines will be preferably selected, as they guarantee acceptable maximum noise levels according to the EU directives.
- Noisy activities to be performed close to inhabited areas shall be properly programmed to avoid disturbances to the local communities as much as possible.

- If necessary, roads shall be watered regularly to avoid the generation of dust.

7.8. MANAGEMENT OF EQUIPMENT WITH CONTROLLED SUBSTANCES (FGHG&ODS)

Given the serious consequences that the release of controlled substances (FGHG and/or ODS) can cause to the atmosphere, the Contractor is committed to act according to what is established in the legislation in force and internal guidelines:

- Take all practical precautionary measures to prevent and minimize any leakage and minimize emissions of FGHG and ODS, including performing leak checks following what is established in the legislation in force.
- If a leakage is detected, follow the manufacturer's instructions and, if possible, stop the gas leakage. Inform EDPR about any detected leakage to ensure it is repaired as soon as possible.
- Contract certified companies/technicians to perform technical interventions on equipment containing FGHG and ODS. As established in section 4.4, Contractors and its Subcontractors' workers must complete the minimum required training based on the work they will be conducting through the web tool that EDPR puts at their disposal. In this regard, for the installation/maintenance/leakage/control/management of equipment containing controlled substances (ODS & FGHG), the corresponding certificate/authorization will be necessary.
- Ensure that, during the maintenance or servicing of equipment or before the dismantling or disposal of equipment, these FGHG and ODS are recovered for destruction, recycling or reclamation.
- Deliver to an authorized waste vendor all FGHG and ODS-containing equipment that reaches the end of its life and becomes a waste, directly or through entities responsible for this kind of waste.
- The leakage of FGHG and/or ODS shall be considered an environmental incident, therefore the guidelines described in section 7.12 shall be followed.

7.9. SOILS

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment, taking all the necessary measures to prevent soil contamination. For that purpose, the Contractor is committed to act according to the following requirements:

- Ensure that vehicles and machinery circulate only on designated areas.

- Pay special attention to areas with soils of high natural value (for example, peatlands), taking all the necessary measures to prevent any impact.
- Warranty that workers have proven training and adequate means to act efficiently in case of accidental spills to avoid soil pollution.
- Always take preventive measures when performing operations likely to produce a spill and affect the ground.
- Follow the guidelines stated in section 7.12 in case of spill.

7.10. LANDSCAPE

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment, taking all the necessary measures to avoid visual impact. For that purpose, the Contractor is committed to act according to the following requirements:

- Select materials whose color does not create a strong contrast with the color ranges of the natural terrain. Avoid the use of concrete.
- Ensure the removal of temporary structures/elements, concrete remains as well as waste (pallets, plastic, cans, cables, boxes, scrap metal, etc.) once works have finished.

7.11. LOCAL COMMUNITIES

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment and local communities, taking all the necessary measures to avoid disturbances. For that purpose, the Contractor is committed to act according to the following requirements:

- Ensure that the current land use is maintained and that access to properties and free movement of vehicles is guaranteed.
- Respect any cultural/archaeological sites that may exist in the surroundings of EDPR premises to avoid deterioration or damage.
- Limit the movement of vehicles and/or machinery to the strictly necessary to perform the works, respecting the maximum speed of 30 km/h.
- Select machinery for the execution of the works taking into account noise emissions as a criterion.
- Program noisy activities to be performed close to inhabited areas during the most appropriate periods to avoid disturbances.

- Under any circumstances, do not leave any trash or uncontrolled garbage, nor permanent or temporarily, in places not designated for this purpose.
- Ensure that livestock trails existing in the vicinity of the facility remain free and accessible, with no wire fencing, waste, manholes, ancillary installations or any type of construction, maintaining their width as well as their existing boundaries, which shall be respected at all times in order to not hinder cattle transit nor any of the rest of its uses.
- Notify EDPR any situation that may affect the local communities.

7.12. ENVIRONMENTAL NEAR-MISSES AND ACCIDENTS

7.12.1. DEFINITIONS

For the purpose of this document, the following shall be understood:

EDPR: all companies of the EDP Renováveis Group.

EDPR facilities: facilities owned by EDPR and/or managed by EDPR.

Contractor Company: a physical or legal person who maintains a contractual business relation with EDPR.

Environmental Accident: any environmental damage occurred on the occasion of or as a result of work performed for EDPR by the Contractor Company as part of the contractual relationship with EDPR.

Environmental Accidents taking place at the Contractor's worksite are excluded from this document.

Environmental Near-miss: a spontaneous unforeseen event that originates from the activity being performed by a Contractor Company that does not cause damage or a deterioration to the environment, but which hinders the normal operation of the works and can also be the cause of future environmental accidents.

Environmental Near-misses taking place in the Contractor's worksite are excluded from this document.

7.12.2. ENVIRONMENTAL DAMAGE PREVENTION

The Contractor shall execute and/or provide the contracted works/services with maximum respect for the environment, taking all the necessary measures to prevent pollution and environmental damage. For that purpose, the Contractor is committed to act according to the following requirements:

- Lighting fires on the ground is forbidden.

- When executing works that are susceptible of causing a fire or a spill, establish procedures to reduce fire/spill risk and adopt all safety measures to that end.
- In case of environmental accident, act immediately to minimize the damages and notify EDPR.

The Contractor will be responsible for any damage caused to the environment and/or EDPR as well as any fine, penalty, sentence, litigation or complaint that may arise due to any non-compliance with its obligations as far as the protection of the environment is concerned.

7.12.3. ENVIRONMENTAL EMERGENCY RESPONSE

The operating procedure in case of emergency situations is provided in the H&S hazards and preventive measures document, based on the country, as stated in section 6.1.

The Contractor is obliged to take part in the drills that may be conducted at the site.

If the emergency situation has consequences on the environment, the Contractor shall act to minimize the environmental damage (using absorbent materials to contain spills, removing potential sources of heat or ignition to reduce fire risk, etc.) always ensuring the safety and health of people beforehand.

In case of fire, once it has been extinguished and the safety of people is guaranteed, the waste generated (both hazardous and non-hazardous) shall be removed and managed properly.

In case of spill, absorbents shall be used for its containment. Once contained, try to identify the source of the problem and take the necessary steps to stop or control it.

Once stopped or controlled, the spilled substance shall be collected using a pump or any absorbent material, disposing properly of any waste produced in the containers labeled according to the applicable legal requirements and handling it as such.

Special attention will be given in case of suspicion or evidence that the spill has reached the ground. The Contractor shall ensure that all necessary measures are taken (soil analysis certified by an independent laboratory, removal and treatment of contaminated soil prevailing recycling over disposal, etc.) to ensure that the soil is free of contamination.

In case of a spill in the transformers, these have their own deposits and oil/water separators that operate by gravity. Oil contained in the deposit shall be removed as soon as possible. If an oil/water separator outlet exists, it shall be closed. A specialized service provider shall clean the transformer's tank and oil/water separator. All resulting waste (hazardous and non-hazardous) shall be properly managed.

If the spill reaches the rainwater network, even partially, it shall be immediately collected to prevent it from spreading downstream. In case of a significant spill, a company specializing in rainwater network cleanings shall be hired. All resulting waste shall be properly managed.

If the spilled substance leaves traces in the facility (for example, traces of oil in the wind turbine tower) they must be cleaned as soon as possible in order to prevent them to be washed toward the ground by rainfall.

Should the Contractor fail to comply with the aforementioned in a reasonable timeframe and adequate manner, EDPR will proceed to undertake the necessary measures (removal and management of contaminated land, conducting soil analyses, cleaning of oil traces, etc.) and charge the corresponding cost to the Contractor.

7.12.4. ENVIRONMENTAL NEAR MISS AND ACCIDENT REPORTING AT EDPR FACILITIES

In the event of an environmental near miss or accident, once the works are stopped and/or the area has been isolated to prevent its consequences from repeating or extending, the Contractor **shall notify the event immediately** (by telephone, verbally, e-mail, etc.) to the EDPR personnel responsible for the facility or to the person responsible for the supervision/management of the work.

Next, the Contractor shall send a Near Miss/Accident Notification Case Report within a maximum of 24 hours. Said report must include at least the what, how, where and when did the near-miss/accident occur, as well as the elements of the environment that are affected, as well as the measures taken and to be taken and any other information that may be relevant in order to gather as many details as possible about the event.

Next and before the following 72 hours and through the same communication channels, the Contractor shall send EDPR a Near Miss/Accident Investigation Report with a determination of the root cause (applying the 5 Why's analysis method is recommended) and the measures to be taken to avoid it from happening again.

The Near Miss/Accident Analysis Report must be filled out and signed by the person responsible for the works.

EDPR reserves the right to take part in any phase of the accident analysis.

The site must be restored to its original condition. The Contractor must take corrective/preventive actions as a result of the incident analysis as well as any other actions that could be recommended by EDPR.

Commitments for a Sustainable Supply Chain



EDP Supplier Code of Conduct

Scope

1. The EDP Supplier Code of Conduct applies to entities that supply or intend to supply goods and services to any of the EDP Group companies (hereafter “Supplier” or “Suppliers”), which is deemed to be the group of companies in a control or group relationship with EDP, regardless of whether their headquarters are in Portugal or another country.
2. Approval and compliance with the Code of Conduct is a contractual obligation. It is a binding annex of the bidding documents for EDP Group procurement as well as in contracts for the supply of services or sale of goods, to be signed by the supplier and any EDP Group company. The contracts to be signed by the EDP Group and Suppliers shall envisage that in case of serious or systematic breach of this code, the EDP Group may terminate the contractual relationship.
3. This Code of Conduct does not establish commitments contrary to existing law, regulations or current contractual provisions, nor does it add or derogate from new rights. Its provisions and standards are supplementary in nature.
4. Suppliers should promote the adoption of sustainability policies in procurement and make the best efforts to ensure that levels of demand equivalent to those of this Code are also respected in their own supply chains.

Suppliers of the EDP Group agree to the following commitments, taking as reference the principle of highest demand:

Compliance Commitments

- a) Comply with national and international legislation in force that is applicable within the scope of the existing contractual relationship with the EDP Group, namely the laws, regulations, the operational, technical and sectoral rules and regulations, on matters such as: processing and protection of personal data, combating corruption, separation of activities in the sector, anti-trust, environment, health and safety, intellectual property rights, as well as the contractual arrangements established with the EDP Group companies.
- b) Not to pursue, permit, consent to or collude with any activity, practice or conduct likely to constitute or appear to be an act of bribery and/or corruption, criminally punishable under applicable law. Also, to institute procedures and implement necessary and appropriate measures aimed at preventing their occurrence.
- c) Respect internationally accepted corporate principles, values and best practices in matters concerning human rights, labor rights, workplace safety and health, prevention and combating corruption, and having measures in place to prohibit the practice of anti-trust acts or acts seeking to restrict competition in the market.

Ethical commitments

- a) Promote and respect the highest ethical, moral and human integrity standards, in particular the principles enshrined in the EDP Group Code of Ethics.
- b) Respect the principles and commitments with customers and communities, whenever acting on behalf of the EDP Group, working in their facilities or using their information.
- c) Inform, through the Ethics Ombudsman or other EDP Group Ethics channels, of the existence of potential conflicts of interests in relations with the EDP Group, whether of a business or personal nature.
- d) Refrain from offering gifts, goods or free services, or coerce or restrict EDP Group employees in any way to influence their business dealings with the EDP Group.
- e) Truthfully and accurately convey information concerning management practices.

Environmental Commitments

- a) Comply with national legislation and international standards for environmental protection, and obtain the environmental certifications required for their business activities.
- b) Identify, monitor and mitigate the environmental risks and impacts of their activities, products, materials and means of transport, promoting continuous improvement and conserving the environment.
- c) Promote the continuous streamlining of the consumption of energy and natural resources and the reduction of emissions and waste generated by the business activity.
- d) Comply with the EDP Group’s environmental requirements when acting on EDP Group premises or facilities or acting on behalf of the EDP Group.

Labor commitments

- a) Respect freedom of association and the collective bargaining of their workers, establishing mechanisms of dialogue free from any reprisals or discrimination.
- b) Ensure and promote the respect for free labor, based on fair and transparent contracts for workers, refusing to use and be complicit with forced labor, unjustified restrictions on free movement, misappropriation of documents and remuneration and human trafficking.
- c) Respect diversity, promoting equality and non-discrimination based on race, age, gender and sexual or marital orientation, ethnic or national origin, name, disability, pregnancy, religion, politics, cultural or trade union orientation. Respecting also any other conditions that may be defined by contract or protected by applicable law.
- d) Ensure adequate remuneration to workers, in accordance with current legislation and collective labor agreements, when

applicable, which shall be paid on time, respecting the minimum wages established in each country, paying overtime and other compensation, social security contributions and taxes that are due.

e) Ensure compliance with current labor legislation and collective labor agreements, when applicable, regarding the maximum normal and supplementary working hours, as well as the rest periods and rest days.

f) Prevent any form of child labor, under national regulations and ILO 138 of the International Labor Organization.

g) Establish disciplinary measures and procedures in accordance with the laws and international conventions, publicizing the standards and ensuring the hearing and defence by those accused of disciplinary breaches, and preventing in all cases any intimidation, verbal or physical abuse or aggression, or any other type of moral or physical harassment.

Workplace Safety and Health Commitments

a) Comply with national legislation and international standards in force on workplace safety and health, as well as the EDP Safety Policy and the specific certifications required, observing the precautionary principle in all activities, promoting responsibility and the awareness of everyone involved.

b) Identify, monitor and record all risks associated with their activity and specific work tasks, establishing prevention, reduction and continuous improvement measures.

c) Train the workers and equip them with the means and equipment for their personal protection, ensuring they have adequate working conditions.

d) Define accident management and emergency preparation measures appropriate to the type of activity, location and circumstances.

e) Comply with the EDP Group's Safety and Health requirements when acting on EDP Group premises or facilities or acting on behalf of the EDP Group.

Community and Human Rights Commitments

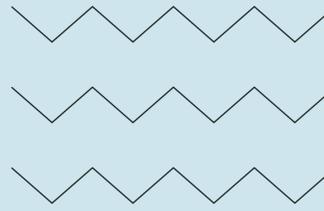
a) Promote the consultation, respect and protection of human rights, the dignity of people and privacy of each individual, of the communities on which the business activities impact in their area of influence.

b) Ensure that all business activities are conducted without recourse to violence or abuse and reject and refuse any complicity with human rights violations.

Management commitments

a) Adopt management procedures that permit compliance with this Code to be monitored. There is an obligation to report any serious breaches to EDP and to provide evidence of compliance when requested by EDP.

b) Ensure that all persons employed, regardless of the nature of the legal relationship, comply with the provisions of this Code of Conduct and are informed, qualified and competent to perform their duties in accordance with its terms.



Health and Safety at Work Policy

The EDPR Commitment

The constant reinforcement of the culture of Health and Safety at Work is a determination made by corporate management in the EDPR Group, achieved through developing awareness, strengthening wills and the availability of the necessary resources for:

-  Ensuring a safe and healthy work environment guaranteed to prevent adverse health effects;
-  Ensuring compliance with legislation and other requirements voluntarily undertaken by the EDPR Group;
-  Promoting the training and informing of employees regarding activity-related risks, through raising their awareness of compliance with safety standards and procedures;
-  Protecting facilities and equipment by adopting the best techniques, combined with monitoring and updating operating procedures in order to eliminate or minimize risks to employees, service providers and stakeholders who might come into contact with the EDPR Group's infrastructures.
-  Ensuring the participation and consultation of workers and their representatives in planning, implementing and evaluating the performance of Occupational Health and Safety management.

Safety is an integral part of the quality of the services and products of EDPR Group companies.

The efficacy of the safety policy and the ongoing improvement of the EDPR Group in the area of Health and Safety at Work must be achieved with the involvement of all management levels and the support and contribution of all employees, service providers, suppliers and the other stakeholders. To this end, the EDPR Group requires everyone to adopt practices in line with the principles of this policy.

No situation or emergency service can justify endangering someone's life.

Guidelines for the practice of Safety within at EDPR

- 1** Safety - understood as Occupational Health and Safety - is an integral part of the activity of the EDPR Group companies and is present in every decision: in planning, construction, operation and maintenance, in staff management, procurement, commercial activities, and relations involving customers, suppliers and the general public.
- 2** Safety is an attitude and a will - part of everyone's activity - which is expressed at all times in the respect for and compliance with legal requirements, standards and applicable procedures, and in initiatives and contributions to its improvement.
- 3** Safety is an inherent component of line management, with line managers being responsible for enforcing regulations, undertaking a visible, permanent personal commitment, promoting training and the provision of information for their employees and controlling the environment in which work takes place.
- 4** At all times and in any situation, each company undertakes to carry out its activities with the objective of "zero accidents", through continuous improvement in safety management and performance, through the specification of specific progress objectives.
- 5** Safety at work should be achieved through the systematic analysis of risks, involving the workers and their representatives, as well as service providers, as applicable, so as to identify and treat all situations with potential risk, during the preparation of work, in order to achieve an acceptable level of risk. If there are no safety conditions for the carrying out of a job, it must not be started or, if it is already in progress, it must be stopped.
- 6** The investigation and analysis of incidents – accidents and near-misses – will be carried out systematically and conclusions will be drawn to prevent their repetition, an essential condition for the ongoing improvement of the prevention of occupational accidents and adverse health effects.
- 7** No action shall be taken against any employee who expresses concern about an issue related to Health and Safety at Work or is involved in a near-accident, unless s/he has consciously and intentionally carried out an illegal act or willfully disregarded a safety rule or procedure.
- 8** Safety procedures must be kept up-to-date at all times in accordance with existing risks and the applicable local regulations.

Approved by the EDPR Executive Committee, on June 1st, 2020

This Health and Safety at Work Policy and the approved principles apply to all EDPR Group companies.

ENVIRONMENTAL POLICY

proactive environmental management creates value and
it is the duty of a socially responsible company

EDP Renewables recognizes the Environment as a strategic management element, aiming to reduce the impacts and dependencies of its activity through a set of commitments that ensure the implementation and maintenance of appropriate and effective environmental management systems, with the ultimate purpose of Sustainable Development, namely:

- ↳ Protect the Environment and integrate its components within decision-making processes at the different stages of development, construction, operation, and decommissioning of infrastructure;
- ↳ Properly manage environmental risk, in particular pollution prevention and emergency response in the event of an accident and/or catastrophe;
- ↳ Promote ongoing improvement in environmental processes, practices, and performance, stimulating Research and Development and Innovation;
- ↳ Comply with applicable environmental legislation, as well as other voluntarily obligations;
- ↳ Consider the relevant expectations of the main stakeholders in decision-making processes;
- ↳ Extend the management and improvement of environmental performance to the value chain, particularly by including environmental criteria in the selection of suppliers;
- ↳ Communicate our performance in a regular and transparent manner to all stakeholders, in particular to local communities;
- ↳ Raise awareness regarding the need to improve individual and collective environmental performance, thereby contributing to the public debate;
- ↳ Consider the commitments of this Policy when making decisions during due diligence processes related to mergers and acquisitions.

Based on the Group's strategic priorities, EDP Renewables also makes specific commitments in order to protect the environment and enhance natural capital:

CLIMATE CHANGE

- ↳ Achieve carbon neutrality in its activity through:
 - ↳ Increasing its renewable energy portfolio;
 - ↳ Ongoing reduction of direct and indirect greenhouse gas emissions;
 - ↳ Providing low carbon energy solutions to its customers, promoting electrification of consumption and energy efficiency;
- ↳ Promote climate adaptation, maximizing the resilience of its assets to climate change.

CIRCULAR ECONOMY

- ↳ Promoting efficient use of natural resources in its activities, wherever possible, within the framework of a life-cycle analysis, in particular:
 - ↳ Minimize the use of natural resources necessary to properly carry out its activities;
 - ↳ Optimize and efficiently manage internal products and services, promoting a circular economy for our customers;
 - ↳ Maximize the recovery of waste and its reintroduction into the economy as by-products;
- ↳ Pay special attention to the water resource, promoting its sustainable management, either by minimizing its consumption or by mitigating the impacts on its quality.

BIODIVERSITY

- ↳ Contribute to reducing the loss of biodiversity, promoting the mitigation hierarchy, and in the long-term aim for a net benefit in terms of biodiversity;
- ↳ Contribute to deepening scientific knowledge of biodiversity and ecosystem services, namely through the establishment of partnerships.



Thank you!



Suppliers Sustainability Guide

O&M SERVICES

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