



EDPR

Suppliers

Sustainability

Guide

CONSTRUCTION WORKS

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About this guide

The performance of suppliers is essential to the success of EDPR.

The company bases its relationship with suppliers on trust, collaboration and the creation of shared values, and this results in a joint capacity to innovate, strengthen sustainability policies and improve the quality of our operations.

EDPR has defined policies and procedures to ensure the several aspects that fill in with the sustainability, as well as the management and mitigation of any type of environmental, social or ethical risks in the supply chain.

This Suppliers Sustainability Guide provides an overview of the sustainability requirements we expect our suppliers to meet.

H&S and Environmental requirements for EDPR Construction Suppliers

H&S AND ENVIRONMENTAL REQUIREMENTS FOR EDPR CONSTRUCTION SUPPLIERS

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1. PUPOSE AND SCOPE

The purpose of this document is presenting the safety, health and environmental requirements (including as environmental requirements those regarding cultural and archaeological assets) that must be fulfilled prior to the beginning of the construction works as well as the applicable rules that must be followed during the execution of the contracted services, the rules for the use of the worksite and the existing internal procedures at EDPR construction sites, which shall also be binding upon any entity providing services.

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 construction sites.

2. COMPLIANCE

The Contractor shall strictly comply with all laws, orders and rules, either local, municipal, regional, state, country or European (for this last, except for Brazil), licenses, authorizations and permits, which may apply to 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, Environment and Cultural assets. 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 and cultural assets, working in the scope of the Contract execution.

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

- H&S plans that have to include detailed procedures for all the works that are considered high risk activities (work at height, load handling, electrical works, confined spaces, and others that could be established in the countries law, emergency situations and evacuation and risk

assessment

- Evidence that, during the execution of the works, the Contractor acts with maximum respect for the environment, the local communities and the cultural assets, taking all the necessary measures to prevent any impact.
- Evidence that the Contractor is executing the Contract observing the local rules and regulations.
- Evidence that, prior to the commencement of the works, the Contractor has provided to its workers adequate training about the risks of the work that they shall perform. Also, workers have to be informed about Health and Safety measures regarding such work, the protective equipment to be used and the measures to adopt in emergency situations.

EDPR shall supervise the application of the Health and Safety rules and Environmental requirements, and 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 Health and Safety and/or Environment rules, it shall report such non-compliance to the Contractor so that it may immediately correct the flaws identified; 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 and environmental information, EDPR may provide a detailed OHS specification/environmental specification applicable for contracted works. The Contractor is obliged to familiarize and accept this specification before the Contract execution.

3. OHS MANAGEMENT SYSTEM

EDPR has implemented an Occupational Health and Safety Management System (OHSMS) developed and certified according to the international standard OHSAS 18001.

The OHSMS is the framework that establishes the procedures to ensure the adequate management of the health and safety risks in EDPR facilities and worksites.

Therefore, the Contractor shall commit:

- 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 OHSMS,
- to participate in the drills eventually organized by EDPR in its facilities/worksites 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.

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 worksites.

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

4.2 COMMUNICATION

The first point of contact at EDPR construction site for any aspect mentioned in this document will be the Construction Manager.

Mail address and the telephone numbers of the site responsible of each contractor will be available for all the involved parties and posted in the construction site.

EDPR will name an Environmental Supervisor responsible for the coordination and environmental supervision of the works.

Likewise, when required, EDPR will appoint an Archaeologist in charge of the coordination and archaeological supervision of the works.

Both the Environmental Supervisor and the Archaeologist shall be present at the meetings taking place during the construction works (the attendance of the Archaeologist shall be specified after defining the archaeological control calendar based on the works planning), providing relevant information on the environmental/archaeological monitoring.

4.3 SUBCONTRACTING

The Contractor is under the obligation to inform its subcontractors about the conditions indicated 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 subcontractors' personnel shall, for all purposes, be considered as belonging to the Contractor, which shall be bound to inform the Client about the compliance of the employment, social and any other type of obligations.

EDPR shall not be liable to any subcontractor, or its personnel, for any complaint arising from the

Contract; and 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.

Likewise, all certificates of any training records surrendered to EDPR, or H&S Coordinator/Environmental supervisor, must be valid and be in effect.

4.5 INSPECTIONS

4.5.1 CONDUCTED BY EDPR

During the performance of the works, EDPR/H&S Coordinator/Environmental Supervisor will have the right to conduct Safety, Health and Environmental 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/H&S Coordinator/Environmental Supervisor.

EDPR/H&S Coordinator/Environmental Supervisor 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.

4.5.2 CONDUCTED BY THE CONTRACTOR

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

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

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

5 HEALTH AND SAFETY REQUIREMENTS AT EDPR CONSTRUCTION SITES

All Contractors will be selected not only for expertise in their area of service but with strong emphasis and weighting to their safety performance and ability to meet safety standards, which will allow EDPR to achieve an injury and incident free vision. While there is no doubt that poor safety performance

can be changed over time is better served by selecting contractors and suppliers who share the same safety vision.

5.1 GENERAL H&S RULES

All people on site (workers and visitors) should be familiar with and follow the rules below:

- Observe the safety signalization;
- Usage of the machines, devices and equipment not according to the purpose is forbidden;
- Usage of the firefighting equipment and first aid not according to their purpose is forbidden;
- Transit on the construction site is allowed only in designed roads. Is forbidden to use short cuts which can be dangerous;
- Entering to excavations is allowed only in through designed accesses. ;
- It is forbidden to pass under the hanging loads;
- In case of an emergency situation or incident it is necessary to immediately evacuate the danger area, keeping the attention on the hazards around us;
- All workers are obliged to use the necessary PPE's on the construction site, depending on the work they are performing. The minimum PPEs to stay in an EDPR construction site are: safety boots, high visibility vest and helmet;
- It is necessary to keep attention to the building machines that are working on site. Always must be kept the rule of limited trust and is necessary to remember that building machines, truck and cars always have priority to the pedestrian;
- Workers are obliged to follow the speed limit which is binding on site (30 km/h), in Brazil 40km/h;
- It is forbidden to work and drive any vehicles under alcohol or drug influence;
- Is not allowed to park the vehicles in the working areas of machines; they should be stationed in the designated areas for this purpose.
- It is forbidden to use equipment by unauthorized people or without necessary certificates or trainings;
- It is forbidden to be on the construction site in case of hard weather conditions, like storm and storm with lightning;
- If it is necessary to perform works during the night, proper lighting conditions for the works should be provided.
- Electrical devices must be properly insulated;
- It is forbidden to use broken or defective devices, tools or equipment;

- Connectors of the electric circuit have to be kept in the ideal conditions;
- Access roads cannot be blocked during assembly of the crane and during works when it is necessary the space for the manoeuvre;
- Access roads to the construction site must be accessible for the emergency vehicles;
- Is forbidden to use any chemical substances, that has not been notified before and do not have Safety Data Sheet;
- All workers are obliged to notify to EDPR any accident, near miss, unsafe condition and unsafe act that may happen in the construction site;
- Is not acceptable to destroy the property on the construction site;
- All works should be provided in the way, which do not create any additional hazards and don't disturb the works of other people.

5.1.1 DEFINITIONS

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

EDPR: All companies of the EDP Renováveis Group.

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 document.

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 Occupational Injury and Illness Mutual 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 document.

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.

5.2 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 construction sites of EDPR.

5.2.1 NEAR MISS AND ACCIDENT REPORTING AT EDPR CONSTRUCTION SITES

In the event of a near miss or accident, the Contractor, once 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 Responsible a file with information of all near misses occurred in that month at EDPR construction sites.

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 Insurance Company, etc.) 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.

5.2.2 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.

5.2.3 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.

5.2.4 INJURY AND ILLNESS TRACKING

Before the 5th of each month the Contractor shall send to the Construction Manager the number of Contractor worked hours as well as the hours worked by every subcontractor at each EDPR worksite and the total number of "DAFW Accidents" and "non-DAFW Accidents" of the previous month, using

EDPR's template available for such purpose (see section 7. Annexes).

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 the Construction Manager.

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

- In-house personnel work hours: Hours worked by Contractor personnel at EDPR construction sites.
- Hours worked by subcontracted personnel: Hours worked by subcontractor personnel at EDPR construction sites.
- 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 construction sites.
- Days Away from Work Accidents: Number of Contractor and (its) subcontractor DAFW accidents at EDPR construction sites, as well as the days away for this reason.
- Non-Days Away From Work Accidents: Number of Contractor and (its) subcontractor Non-DAFW accidents at EDPR construction sites.

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

5.3 CRANES

Sufficiently in advance before the start scheduled for the works, the Contractor will provide the Construction Manager/H&S Coordinator all the documents required by the country regulations applied to crane usage and the working procedure, the crane manual and 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.

5.4 CHEMICAL PRODUCTS

Prior to using chemical substances at the Construction site, the list of chemical products must be sent by the Contractor to the Construction Manager/H&S Coordinator along with their material safety data sheets (MSDS).

The Contractor is obliged to:

- Provide the necessary personal protective equipment for any job that implies the use of chemical products;
- Provide copies of the hazardous material safety data sheets in local language for all chemicals

available on site;

- Provide storage instructions for chemical products;
- Store chemical products according to the manufacturer's recommendations and existing regulations;
- 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.
- Take all the extra measures provide by the local regulations

All chemical substances present on site must have their material safety data sheets in paper format and be accessible and near to each chemical product or substance. The instructions described in the MSDS must be followed in case of leak, ingestion, skin irritation or intoxication by inhalation.

5.5 TOOLS, MACHINERY AND EQUIPMENT

All machines, equipment and devices which are on the construction site must have all documents according to the applicable law. It is forbidden the use of machines, equipment and devices that don't comply with this requirement. It must comply:

- 4 Workers will only use the tools provided by the Contractor.
- 5 The tools must be of the characteristics and size appropriate to the operation being performed.
- 6 When a worker does not have the appropriate tool to carry out his/her work, he/she will immediately inform his/her direct manager.
- 7 Modifying the tools in any way or attaching anything/coupling to them is forbidden, unless they are specially designed for it.
- 8 Whenever the procedures to carry out certain operations indicate the use of a specific type of tool, no other tool will be used without conducting a relevant study that determines the correct suitability of its use.
- 9 The location of a tool should not imply risks to the safety of workers.
- 10 When transported in a vehicle, the cabinets, boxes or tool holders will be arranged in such a way that they do not hinder the safe driving of the vehicle, preventing also their possible shifting from posing an additional risk for the driver and other occupants of the vehicle.
- 11 Workers are responsible for the correct maintenance, cleanliness and proper handling of the tools assigned to them and are obliged to inform their direct supervisor of any anomalies observed in the them.

- 12 The tools will be inspected to ensure they are in good condition, preferably in accordance with a periodic inspection program, in order to remove or repair those that are not suitable for safe use.
- 13 Hand tools in poor condition must be repaired or fixed, discarding those that cannot be repaired. Tools that have defects or deteriorations that make their safe use impossible will be replaced immediately by others that are in proper condition, and the former will be destroyed or removed from the worksite.
- 14 Only certified portable tools with their corresponding CE or equivalent marking will be used.

5.5.1 DOCUMENTATION

The compulsory documents of machines, equipment and devices that can be used in the construction site are as follows:

- Instruction of usage/ manual
- Technical documentation
- Maintenance instructions
- Declaration of conformity- CE sign (Machines and equipment bought after 1st of January 2003 in EU)/ INMETRO for Brazil
- Declaration of accomplishment of the minimum requirements (Machines and equipment bought after 1st of January 2003)
- Records of the inspections, according to the manufacturer indications

5.5.2 HOIST/CRANES

All hoisting equipment should be certified with a maximum weight and maximum wind speed for operations and this should be clearly indicated on the equipment before taking it into use. This certification should include the structure calculation for maximum loads.

Be alert to prevent anyone from walking under suspended loads or being in the vicinity of lines holding a strain.

When doing rigging work in the vicinity of electric wires, ensure any necessary protection is in place.

When two workers are operating a hoist, they must keep their eyes on the person giving signals, who must keep their attention on the load. Misunderstandings and accidents can be avoided by using the standard signals.

Rope, cable, or any type of sling should be protected with pads or blocks where it is taken around sharp edges.

When slinging pipe or any smooth-surfaces material, slings (bridle and chokers) should be placed around the object with at least two turns and fastened choker fashion.

Loads should not be handled by any equipment beyond the capacity and radius specified in the

manufacturer's chart.

The operator of any crawler-type machine (which is working under load) shall see that the machine is working on firm ground or mats.

In uncoiling wire rope, it is important that no kinks be allowed to form. Once a kink is made, no amount of strain can take it out and the wire rope is unsafe.

Loads should not be applied to ropes, cables, or chains with a sudden jerk as the resulting stress will equal many times the weight to be lifted.

Defective chains, cables, or rope must be discarded immediately. Do not repair chains by bolting links or rings together.

Rope that has been contaminated with corrosive chemicals must be destroyed.

Never weld or attempt to repair coil load chain.

Employees shall not ride or have their weight supported by any chainfall or hoist.

New or altered devices must be tested with a weight not to exceed 125% of the capacity rating (or other number as designated by the supplier). Please refer to the manual requirements.

The area beneath the hoist/crane must be barricaded or taped off to direct personnel around the area.

All equipment should be stored in proper manner after use to prevent accidental damages

5.5.3 LADDERS

Ladders must be according to work load (kgs) and according to country regulations.

It must comply:

- To the extent possible, avoid working on a hand ladder in order to prevent falls from height. In any case, it is not advisable to use them for long-term work (more than 30 minutes approximately) and if the task requires physical effort or the handling of loads
- If a hand ladder is used, attention should be paid to three basic aspects: the ladder itself, its location and how to use it.
- The use of a ladder as a workstation at height should be limited to the circumstances in which the use of other, more secure work equipment is not justified by the low level of risk and by the characteristics of the sites that the employer may be unable to modify.
- The use of unapproved ladders is prohibited. It is advisable to use only hand ladders that meet the corresponding UNE standards.
- The ladders will offer the necessary guarantees of solidity, stability and safety. Workers will not use those ladders that do not meet these requirements.

- The condition of ladders will be periodically reviewed so that the more deficient ones may be removed
- Simple hand ladders will have a maximum length of 5 meters.
- The use of the safety harness will be compulsory for work over 3.5 meters high, measured from the point of operation to the ground, and whenever the job requires efforts or movements that can endanger the worker's stability.
- The ladder must be perfectly fastened to the building or structure and rest correctly, in order to avoid any possible sliding. Several anchoring and anti-slip choking systems exist for this purpose, some of which are shown in the following figures

5.5.4 SCAFFOLDS

The Scaffolds must follow the European standards for countries in Europe and Brazil standards for Brazil. Additionally:

- The use of trestle scaffolds is forbidden.
- The scaffolding may only be substantially assembled, disassembled or modified under the guidance of a person with university or professional training qualifying him/her for such task, and by workers who have received adequate and specific training for the foreseen operations. The person directing these operations must inspect the scaffolding before it is put into service, periodically during its use and after any modification, period of non-use, exposure to the weather, or any other circumstance that could have affected its strength or stability.
- These operations, unless the scaffolding is assembled according to a generally recognized type configuration, must be carried out following an assembly plan, which must establish, among others, the protective measures against falls at different levels during the assembly, use and disassembly phases.

In the case of scaffolds that have "CE" marking, this assembly plan can be replaced by the instructions of the manufacturer, supplier or vendor, and these operations may be overseen by a person who brings over two years' experience in this matter certified by the employer and with the corresponding safety training, at least for basic level functions. Said person must inspect the scaffolding before its commissioning, periodically during its use and after any modification, period of non-use, exposure to the elements, or any other circumstance that could have affected its strength or stability.

5.5.5 ELECTRICAL TOOLS

Only portable electric tools with double insulation can be used, which must be connected to protected power sockets with a high sensitivity (<30 mA) differential switch. Always disconnect the tool from the network when changing the tool and whenever it is not going to be used.

Portable hand tools must be class III whenever these tools are used in highly conductive construction work or sites, such as concrete work, inside boilers or metal pipes or similar.

Connecting tools to the network without using the appropriate connection element is forbidden. Check the condition of the connection pin and the power cable of the tool to be used. There should be no bare wires and no splices covered with electrical tape. Do not connect the cables directly. Do not carry the tools by holding them by the power cable. Do not disconnect the tools by pulling the cable.

When a differential switch is specifically associated with the power socket that is going to be used, check the correct functioning of said switch before each use by activating its test button; in other cases, ensure that the correct functioning of the general switch has been verified.

In the case of faulty tools or if deterioration in the power cord's insulation is observed, the operator will refrain from attempting to repair the tool on his own without the knowledge and authorization of his direct supervisor.

5.6 AMMENITIES AND REFRESHMENT ROOMS (RESTROOMS, KITCHEN AND OFFICES)

The contractor should provide amenities and refreshment rooms to personnel and those should be kept clean and in order.

5.7 VEHICLE TRAFFIC

The speed limit inside each construction site in Europe is **30 km/h** and **40/km** inside each construction site in Brazil, 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 its risk assessment and that of its subcontractors. If said conditions and their corresponding measures have not been included in the risk assessment, the Construction Manager or the H&S Coordinator 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. Construction sites that have special driving high slopes, areas where heavy snow is frequent, etc.) will require the use 4x4 off-road vehicles.

Any vehicle transiting through EDPR construction sites must be equipped with high visibility vests for the workers. Additionally, if the legal regulations asks for it, any car transiting through the facility must carry a fire extinguisher.

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

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

With respect to the transiting of heavy vehicles or large vehicles, the Contractor must prepare a Heavy Vehicle Transit Plan into the site, which must indicate the paths vehicles must follow depending of the works that will be done.

To this end, the Contractor must access at site 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 this 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, 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 Construction Manager/H&S Coordinator for review prior to the beginning of the works. Heavy vehicles may not access the facility without the approval of said Plan.

5.8 VISITORS

Any person visiting a construction site must familiarize him/herself with the information available in the visitors' documentation package.

The Construction Manager must always be previously notified of any visit to the site. Visitors must be escorted by a responsible of the inviting company.

5.9 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.

If required by the nature of the works being performed, the use of Collective Protection Measures must be guaranteed. The use of Collective Protection Measures should prevail over the Individual ones.

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.

5.10 EMERGENCY SITUATIONS/EMERGENCY RESPONSE

The emergency plan and operating procedure during emergency situations must be followed up as specified in the H&S plan.

6 ENVIRONMENTAL REQUIREMENTS AT EDPR CONSTRUCTION SITES

6.1 GENERAL RULES

The works performed during the construction phase of a wind Farm/PV plant/HVL/substation are carried out in a natural environment. Remaining and performing work in said locations carries potential risks to the environment and the cultural assets.

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 Environmental Supervisor and/or the EDPR Construction Manager.

In addition to the specific rules indicated in this document, the Contractor shall strictly comply with all applicable regulations, with the requirements included in permits and authorizations 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 in this regard.

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 worksites.

The Contractor shall inform the Client, with enough anticipation, about activities such as opening roads, cutting, pruning, restoration, etc, to proceed to communicate it to the competent body and/or request the corresponding authorizations.

Prior to the completion of the works, EDPR will carry out a final environmental inspection with the purpose of evaluating the compliance with the applicable environmental requirements included in the contract scope. The conclusions arising after the assessment of the mentioned requirements will allow to conclude the acceptance or rejection of the works regarding environmental matters.

The findings and conclusions included in the report resulting from this final environmental inspection of construction works will be considered by the Construction Manager in the Take Over Certificate (TOC) signing.

6.2 HOUSEKEEPING

The Contractor shall execute and/or provide the contracted works/services ensuring the maintenance of the order and cleanliness in the worksite and its surroundings. Once finished, the area shall remain in the same conditions as before starting the work.

6.3 WASTE MANAGEMENT

All waste generated, 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.

The Contractor, as producer and holder of the waste generated in the development of its activity shall ensure the proper storage and management of waste, according to the applicable legislation in force.

The temporary storage of waste until it is delivered to an authorized handler shall be carried out in an area conditioned for that purpose (away from surface waters, groundwaters and natural areas) clearly indicating the presence of waste and complying with the applicable regulations.

The Contractor shall comply with the following requirements regarding waste storage:

- Make a proper use of the waste storage and its elements, ensuring good housekeeping both in the waste storage itself and its surroundings.
- The waste storage is only intended for the temporary storage of waste; therefore it cannot be used for storing any other element.
- The maximum hazardous 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 6 months.
- The debris derived from the works shall be immediately removed to an authorized installation, avoiding the accumulation in the worksite.
- Waste shall be stored duly segregated in containers with lid (disposed on retention trays if susceptible to produce a spill), located in a closed or covered place (if they are outside), disposed according to their compatibility, so as to avoid heat generation, explosion, ignition or generation of toxic substances or any effect that may increase 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 on 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, to avoid any accidental spill during its transportation.

- Waste transportation between the different points of the worksite shall be carried out in safe conditions to avoid accidental spills, using the internal roads, avoiding driving on other routes.
- Accidental spills shall be collected using absorbent material and shall be prevented using appropriate containment basins, where all non-solid hazardous waste shall be placed.
- Firefighting equipment to extinct possible fires must be available near the waste storages.

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

The Contractor shall provide to the Environmental Supervisor all the documentation that evidences the authorization of the waste haulers/handlers, the final treatments to be applied to the different wastes, as well as any other aspect related to the proper management of waste (waste records, etc).

With the periodicity established by EDPR, the Contractor shall report to the Environmental Supervisor, the information related to amounts of waste generated, final destination and any other related data of interest.

6.4 WILDLIFE AND VEGETATION

The Contractor shall execute and/or provide the contracted works/services with the 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:

- Wildlife or vegetation sensitive areas and protected habitats shall not be affected, being therefore prohibited its occupation. These areas shall be fenced and properly signalized and the workers shall take all precautionary measures when working in its surroundings.
- Vehicles and machinery shall circulate only on designated areas respecting the established speed limit at all times to avoid accidents with wildlife.
- Fauna trap effect shall be minimized by filling and closing ditches and foundations as soon as possible.
- The Contractor shall immediately notify the Environmental Supervisor and/or EDPR Construction Manager in case of finding any trapped, injured or dead animal or abandoned animal remains (carrion).
- Works susceptible to disturb or affect wildlife shall be properly programmed to be conducted off the breeding/nesting season.
- The Contractor shall consider the requirements regarding the establishment of protection measures for birds in transmission lines and meteorological towers, and provide the Client

with the guarantee certificates of the protection devices and its maintenance specifications, after its installation.

- When vegetation clearings are required, the Contractor shall:
 - Comply with the applicable requirements of the corresponding authorization.
 - Keep the vegetation clearing to the minimum required following EDPR instructions.
 - Use manual means for clearing tasks in places with important erosive processes or where there is abundant regeneration or high density of trees.
 - Not use herbicides and pesticides. Exceptional uses shall be previously authorized by EDPR.
 - Properly manage plant remains:
 - Vegetal biomass shall be recovered always possible. If it is deposited on the ground, it shall be previously crushed and then homogeneously spread to facilitate a rapid incorporation into the soil.
 - In situ burning shall be avoided. If burning is the only solution, it shall be previously authorized by EDPR, the corresponding permits from the competent body shall be available and all preventive measures shall be taken.

6.5 WATERCOURSES AND WATERBODIES

The Contractor shall execute and/or provide the contracted works/services with the 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:

- Water used at the worksite shall come from an authorized source. Any water withdrawal requires an authorization from the corresponding body and all applicable requirements shall be fulfilled.
- Prior to the start of the works, the machinery parking areas and other areas destined for similar purposes, such as the materials' collection and other auxiliary services, shall be located in flat lands and away from streams to prevent runoff from dragging the accumulated materials into the riverbed. These areas shall be appropriately signalized.
- The abandonment, dumping or discharge of waste or wastewater considered toxic and/or hazardous, or others that may cause affection to aquifers by infiltration, is prohibited. This waste/wastewater shall be managed by authorized companies as established in sections 6.3 and 6.5. In case of spill, the guidelines stated in section 6.11 shall be followed.
- Sanitary facilities at the worksite shall have an adequate evacuation of the wastewater by watertight tanks and its subsequent discharge to the general sanitation network (with prior authorization) or to a wastewater treatment plant. The Contractor shall provide to the Environmental Supervisor, evidences of the proper management of the wastewater generated during the construction works.

- Maintenance tasks of equipment and mobile machinery shall be performed in appropriate facilities for this purpose, outside the worksite. The maintenance of those equipment that, due to their nature, cannot be performed in suitable facilities, shall be carried out in an impermeable area far from surface waters, groundwaters and natural areas, taking all the necessary measures to prevent spills and ensuring the proper management of the waste generated.
- Washing vehicles, machinery and working tools in water streams is strictly forbidden.
- Extreme caution shall be exercised when working near water streams to ensure that its hydraulic capacity and quality remains unaltered.
- Construction works shall never impede the drainage capacity of the streams, decrease the flow or affect the quality of the water.
- An adequate drainage network shall be designed and built. Drainage systems shall be maintained in proper conditions, always free of waste that may obstruct the flow of water.
- Roads shall be avoided in the vicinity of streams and gullies.
- The servitude zones established in the legislation shall be always respected, keeping them permanently free.
- The works shall be executed guaranteeing that the possible retention of water produced by the ford does not affect the lands adjacent to the riverbed.
- Works that may result in a modification of the course of streams or alter the cross section of riverbeds, shall not be undertaken.
- Streams crossings shall have the corresponding authorization and all applicable requirements shall be fulfilled. The crossing shall be clearly identified by placing visible milestones on both sides of the riverbed.
- Drainage network and access infrastructures shall be properly restored after construction works.
- Any operation using concrete shall be carried out under conditions that prevent spillages, especially in case of works near streams.
- The concrete wash water coming from the cleaning of vats and gutters of the concrete mixer trucks shall be sent to the concrete plant. If not possible due to the distance to the concrete plant, it shall be performed in specific areas (holes):
 - located in suitable places far from surface waters, groundwaters and natural areas,

- coated with geotextile blankets and properly signalized and fenced,
- properly used and maintained, preventing overflow to the surroundings,
- that shall be recovered once its use is finished.

6.6 AIR POLLUTION AND NOISE

The Contractor shall execute and/or provide the contracted works/services with the 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 and noise levels shall be controlled to ensure compliance with the applicable regulations.
- Movement of vehicles and/or machinery shall be limited to the strictly necessary to perform the works, always respecting the maximum speed of 30 km/h.
- Machinery for the execution of the works shall be selected taking into account noise emissions as a criterion. The so-called 'silent' machines shall be preferably selected, as they guarantee acceptable maximum noise levels according to the EU directives.
- Noisy activities close to inhabited areas shall be minimized as much as possible. In case of being strictly necessary, noisy activities shall be programmed to avoid disturbances.
- The use of explosives shall be programmed well in advance to request the corresponding permits and to take all necessary measures to avoid material projection and to minimize the noise and effects of vibrations.
- To avoid dust generation, the following considerations shall be implemented:
 - When necessary, apply periodic irrigations on roads and paths.
 - Protect stockpiles and cover the material to be transported.
 - Reduce the pouring height of earthworks machinery.
 - If necessary, wash the wheels of the trucks at the exit of the construction site.

6.7 SOILS

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

- Vehicles and machinery shall circulate only on designated areas.
- The occupation of land shall be minimized to the strictly necessary for the works execution, delimiting each area with visible elements.
- The construction of new roads or paths shall be avoided, taking full advantage of existing ones.

- Once works are completed, roads shall keep to the minimum width that allows their use, restoring those that are not going to be used during operation phase.
- Earthworks shall be minimized to those strictly necessary for the works execution, respecting as much as possible the natural profile of the land.
- Special attention shall be paid to areas with soils of high natural value (for example, peatlands), that shall be fenced and signalized and all the necessary measures to prevent any impact shall be taken.
- The workers shall take all preventive measures when performing operations likely to produce a spill and affect the ground. In the event of accidental spills, the guidelines stated in section 6.11 shall be followed.
- The materials to be used for the construction works shall come from legally authorized quarries or from authorized facilities for the valorization of construction and demolition waste.
- Waste from excavations shall be reused in the filling of roads and embankments. If there is any left over, it shall be taken to an authorized landfill.
- At the end of the works, the compacted soils (due to the passage of machinery, storage of materials, etc) shall be prepared for restoration.
- Regarding topsoil withdrawal and management, the following considerations shall be implemented:
 - o Selectively withdraw the topsoil, treating separately the layer containing organic matter and nutritional elements.
 - o Store topsoil separately and free of stones and vegetal remains such as branches.
 - o Ensure that topsoil stockpiles height not exceed 2 m and avoid the passage of machinery over them.
 - o Uniformly distribute the topsoil (a layer of about 10-15 cm) over the degraded areas where the seeding will take place.

6.8 LANDSCAPE

The Contractor shall execute and/or provide the contracted works/services with the 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:

- The morphology and slopes of the altered surfaces shall be adapted to the original terrain. The formation of edges and rectilinear forms that contrast with the natural relief shall be avoided.

- The materials shall be selected considering the traditional architecture of the area, avoiding to create a strong contrast with the color ranges of the natural terrain, and avoiding the use of concrete.
- Always possible, transmission lines shall be buried and the ditches shall be restored in the shortest time possible.
- Once works have finished, the temporary structures/elements, auxiliary installations and equipment, concrete remains as well as waste (pallets, plastic, cans, cables, boxes, scrap metal, etc.) shall be removed, returning the site to the state it was at the beginning of the works.

6.9 LOCAL COMMUNITIES

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

- The land use shall be maintained and the access to properties and free movement of vehicles shall be guaranteed.
- The movement of vehicles and/or machinery shall be limited to the strictly necessary to perform the works, respecting the maximum speed of 30 km/h.
- The machinery for the execution of the works shall be selected taking into account noise emissions as a criterion.
- Noisy activities to be performed close to inhabited areas shall be programmed during the most appropriate periods to avoid disturbances.
- Livestock trails existing in the vicinity of the worksite shall 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 that shall be respected at all times in order to not impede cattle transit nor any of the rest of its uses.
- Any situation that may affect local communities shall be immediately notified to the Client.

6.10 CULTURAL & ARCHAEOLOGICAL ASSETS

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

- When required, an archaeologist shall be present during earthworks to verify the non-

existence of cultural/archaeological remains that may be affected.

- In case any cultural/archaeological remains appear being the archaeologist not present, works shall be stopped and the Contractor shall immediately inform the Client in order to notify it to the archaeologist to assess the real existence of a cultural/archaeological finding and establish the corresponding measures before continuing with the works.
- All cultural/archaeological assets in the area of influence of the project shall be fenced and properly signalized. Workers shall take the corresponding precautionary measures when working in its surroundings to avoid its deterioration or damage.

6.11 ENVIRONMENTAL NEAR-MISSES AND ACCIDENTS

6.11.1 DEFINITIONS

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

EDPR: all companies of the EDP Renováveis Group.

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.

6.11.2 ENVIRONMENTAL DAMAGE PREVENTION

The Contractor shall execute and/or provide the contracted works/services with the 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:

- It is prohibited to light fires on the ground.
- Do not abandon or deposit combustible materials from clearings in the worksite.
- Hazardous materials shall be stored in a covered area with adequately sized retention basis

or in a double skin tank.

- When executing works susceptible of causing a fire or a spill, procedures to reduce the risk shall be established and all safety measures to that end shall be adopted.
- Spill kits shall be available at the base camp but also in all mobile equipment.
- In case of environmental accident, the Contractor shall immediately act to minimize the damages and shall notify the Client.

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 environment is concerned.

6.11.3 ENVIRONMENTAL EMERGENCY RESPONSE

The operating procedure in case of emergency situations is provided in the H&S Plan.

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 shall be removed, both hazardous and non-hazardous, 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 any waste produced in containers labeled according to the applicable legal requirements and handling it as a waste.

If the soil is contaminated, the contractor shall remove and manage it according to legal requirements, performing the corresponding soil analysis if necessary.

If the spill leaves traces of oil it shall be cleaned as soon as possible in order to prevent them to be washed by rainfall.

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

6.11.4 ENVIRONMENTAL NEAR MISS AND ACCIDENT REPORTING AT EDPR CONSTRUCTION SITES

In the event of an environmental near miss or accident, the Contractor, once the works are stopped and/or the area is isolated to prevent its consequences from repeating or extending any further, **shall notify the event immediately** (by telephone, verbally, e-mail, etc.) to the EDPR Construction manager/Environmental Supervisor.

Next, the Contractor shall send to the Environmental supervisor 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 affected and the measures taken and to be taken and any other information that may be relevant in order to gather as many details as possible of what has happened.

Next and before the following 72 hours and through the same communication channels, the Contractor shall send to the Environmental supervisor a Near Miss/Accident Investigation Report with the determination of the root cause and the establishment of the measures to be taken to avoid it 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 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.

7 ANNEXES

- *Injury and Illness Status Notification Form:*



EU OSHP-08/01 MONTHLY CONTRACTOR DATA WIND FARM / PV PLANT:

CONTRACTORS (O&M / E&C)	WORKED HOURS	N° OF ACCIDENTS		N° LOST DAYS (in the current month)
	Technical and support activities. Logistics, administrative and during mission travel time.	WITH SICK LEAVE (in the current month)	WITHOUT SICK LEAVE (in the current month)	
CONTRACTOR: #name				
SUBCONTRACTOR 1: #name				
SUBCONTRACTOR 2: #name				
SUBCONTRACTOR n:				
TOTAL	0	0	0	0

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

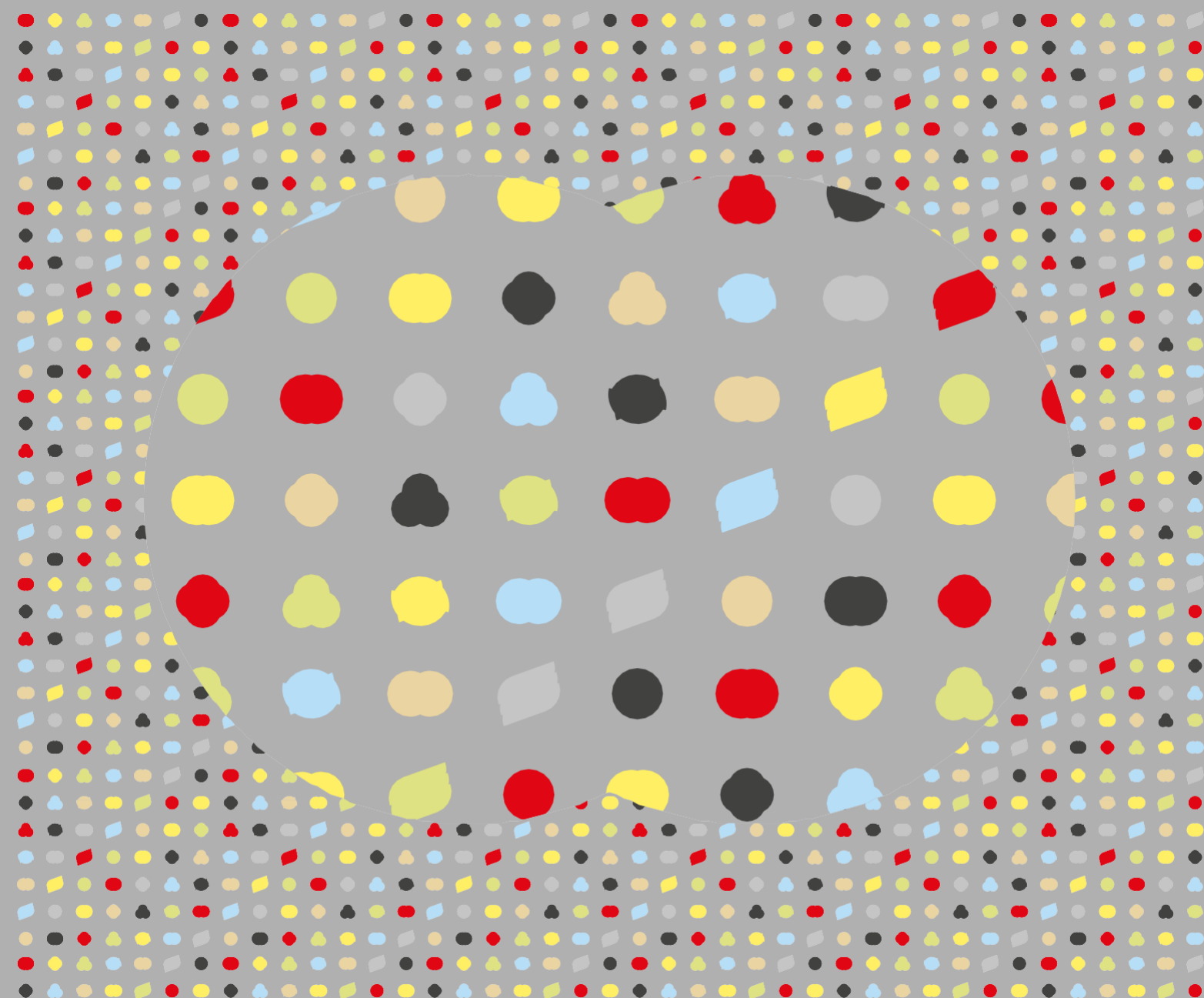
a) Adopt management procedures that permit compliance with this Code to be monitored. There is an obligation to report any serious breaches to EDP and to provide evidence of compliance when requested by EDP.

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.



EDP RENOVÁVEIS CODE OF ETHICS

revision 17, February 2014



CEO Message

It is my conviction that EDPR's success is founded on the relationship of trust that we have been able to build up with all our stakeholders. Today it is most certainly an important part of our heritage.

EDPR is a ground-breaking company when it comes to sustainability. We believe that this is the only way to create economic and social value continuously and over the long run. This is why we consider that ethics and business go hand in hand not only in our work but also in our entire supply chain, particularly for entities acting in our name.

In 2009, EDPR published its first code of ethics. This revision is a proof of vitality and results from a reflection, shared by all our business units, on the company's ethics, the changes in the world and the role we want to play, now that we are operating in eleven countries.

In order to be a useful and living instrument, it is not enough for a code to merely exist. This code is therefore not an isolated feature. It belongs to an ethics management system that includes functional units, specific regulations, monitoring and accountability for our ethical performance, along with training, awareness-raising and capacity building for employees.

A code cannot, nor should it anticipate everything. Decisions are made in context, in each new situation that comes up, and are therefore a responsibility and a challenge that every one of us has to be prepared to face at all times. It is a matter of consistency. "We are what we do" and EDPR will be what each one of us will be able to do every moment.

The publication of this code, which has been approved by the Board of Directors, asserts the commitment of each EDPR Group employee and suppliers to the principles of action that it makes explicit.

That is my commitment too.



**João Manso Neto
CEO**

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1. Subject, scope and definitions

1. Subject, scope and definitions

Object

EDPR's management goals for business ethics are:

- a) to ensure high individual ethical awareness and standards;**
- b) to minimise the risk of unethical practices;**
- c) to maintain a culture that is consistent with our values and generates transparency, trust and responsibility for the consequences of decisions and actions.**

EDPR considers that managers, by their exemplary action, have a special responsibility in achieving these goals.

The Code of Ethics lays down the ethical principles and limits on EDPR's actions in any part of the world as well as the commitments to its stakeholders.

Scope

The Code of Ethics applies to all employees of the EDPR Group companies, hereunder referred to also as “EDPR” or “the company”.

The obligations of employees set out in this code are also applicable, with the necessary adaptations, to proxies, representatives and service providers that are empowered in any way to act on EDPR's behalf.

Other service providers and suppliers are expressly required to respect or subscribe to the principles laid down in this code, in accordance with obligations arising from existing contracts or qualification procedures.

Due to a legal or regulatory imperative or the circumstances of an operation, the existence of specific codes of ethics or conduct as well as regulations, procedures or guidance documents on ethical issues may be justified in the different EDPR Group organisational units. In such cases, the principles of this Code of Ethics will be respected in all matters other than those deriving from applicable official rules.

Definitions

“EDPR Group” means the companies that are in control relationship with EDP Renováveis, S.A. (EDPR), regardless of the respective headquarters are in Spain or elsewhere.

“Employees” are all members of the corporate bodies, directors and employees of the EDPR Group companies in any capacity and under any form of contract.

“Suppliers” and “service providers” are natural or legal persons supplying products or services to EDPR.

“Clients” are natural or legal persons to whom EDPR provides or sells products.

“Stakeholders” are persons, entities or groups that can affect or be affected by EDPR’s activities, products or services and the performance associated with them, including, without limitation, employees, shareholders, clients, suppliers, counterparties, business partners, competitors, public and regulatory authorities and local communities.

2. Principles of Action

2. Principles of Action

EDPR and its employees shall guide their decisions and actions on the principles set out in this code and other voluntary commitments by fulfilling their obligations in a professional, responsible and diligent manner, while striving for excellent performance, whatever the circumstances.

2.1 - Compliance with legislation

EDPR undertakes to comply in full with the legislation and regulations in effect in the regions in which it operates and to offer the authorities all possible cooperation.

The employees undertake:

- **to respect the laws and regulations governing their activity or from which liability may result for the company;**
- **to comply with legitimate requests from the authorities and do nothing to prevent the exercise of their powers, in harmony with established procedures.**

Competition

EDPR undertakes to abide by legislation on competition, especially with regard to the prohibition of restrictive practices and discipline applying to concentration of companies.

The employees undertake to respect competitors and their representatives, avoiding any situations that may be or appear to be unlawful competition and, in particular, not negotiating or entering into agreements on prices or market or customer sharing.

Regulation

EDPR undertakes to ensure strict compliance of its regulatory obligations, including those related to: unbundling of activities; impartiality; and diligence and transparency in providing information.

The employees undertake to ensure strict compliance of their duties of impartiality and refrain from any act of preference, privilege or influence and any other form of discrimination of companies or clients in the liberalised sector.

2.2 - Integrity

EDPR undertakes to ensure that its conduct is honourable and to maintain appropriate internal controls for the prevention and detection of fraud or irregularities, such as in financial matters, bribery and corruption, conflict of interests and use of information and assets.

Financial matters

EDPR undertakes to have in place procedures for the prevention and detection of unlawful practices in financial and accounting matters, including money laundering by employees or third parties.

The employees undertake to strictly follow the established procedures, to promote the improvement of their effectiveness and report any noncompliances.

Bribery and corruption

EDPR does not allow active or passive bribery or corruption, including facilitating payments or creation, maintenance or promise of irregular or favour situations.

The employees undertake:

- **to refuse to take and not to make offers that may be construed as an attempt to influence in order to obtain an unlawful advantage. If in doubt, they must report the situation in writing to their superiors;**
- **in their dealings with civil servants and managers of public bodies, to respect their obligation of impartiality and refrain from giving or promising them any type of benefit to which they are not entitled;**
- **not to make, on behalf of the company, monetary or other contributions to political parties.**

Conflict of interests

EDPR undertakes to adopt measures to ensure impartiality in its actions and decision-making processes in situations of potential conflict of interests involving the company or its employees.

The employees undertake:

- **not to involve the company in their personal actions;**
- **to inform their superiors and refuse themselves from decision-making processes in all situations that may generate conflicts between their personal interests and their duty of loyalty to the company, such as: family or equivalent relationships in direct hierarchical or functional dependence; an external occupation that interferes with their duties or the company's activities; and legal, ownership or family positions that may interfere with the company's interests or activities.**

Use of information

EDPR undertakes to manage information in order to ensure the protection of its integrity and the confidentiality of the affairs of company, employees, clients or suppliers.

The employees undertake:

- **whenever they have knowledge of facts that may substantially influence share prices, and until they are officially disclosed:**
 - a) **to keep this information secret;**
 - b) **not to trade securities in EDPR Group companies, strategic partners or companies involved in transactions or relations with the EDPR Group;**
- **to use information to which they have access only for the purpose for which it was obtained, respecting the interests of the company or third parties to which it belongs.**

Use of assets

EDPR undertakes to manage its own assets and those of others entrusted to it to preserve their value.

The employees undertake:

- **to care for the tangible and intangible assets of EDPR or third parties that are entrusted to them, including computer systems or intellectual and industrial property, even if they have produced it themselves, to use it only for business processes and ensure its efficient use;**
- **not to distribute computer programmes or any other content that may adversely affect the assets of the company or third parties.**

2.3 - Respect for Human and Labour Rights

EDPR respects and undertakes to promote human rights and fair labour practices, particularly in its supply chain.

EDPR undertakes:

- **to respect the Universal Declaration of Human Rights and international conventions, treaties and initiatives, such as the International Labour Organization Conventions, the United Nations Global Compact and the Guiding Principles on Business and Human Rights of the Human Rights Council. In particular, EDP opposes to arbitrary detention, torture or execution being in favour of freedom of conscience, religion, organisation, association, opinion and speech;**
- **not to employ child or forced labour or to condone such practices by third parties providing it with products or services;**
- **to respect freedom of trade union association and recognise the right to collective bargaining;**
- **to respect and foster due respect for employees and fulfil their right to dignified working conditions. In particular, EDPR seeks to protect its employees and will not tolerate acts of psychological aggression or moral coercion, such as insults, threats, isolation, invasion of privacy or professional limitation aimed at constraining the person, affecting their dignity or creating an intimidating, hostile, degrading, humiliating or disruptive environment;**
- **to ensure that its labour policies and procedures prevent unjustified discrimination and different treatment on the basis of ethnic or social origin, gender, sexual orientation, age, creed, marital status, disability, political orientation, opinion, birthplace or trade union membership;**
- **to give priority to employees' safety, health and wellbeing and ensure the development of appropriate occupational health and safety management systems.**

The employees undertake:

- **to work and act in accordance with the company's commitments in terms of human and labour rights;**
- **to know, comply with and enforce rules on occupational health and safety and report any nonconformities.**

2.4 - Transparency

EDPR undertakes to report its performance transparently, while taking into account its legal obligations and the needs of stakeholders.

The employees undertake:

- **to report and explain their professional decisions and behaviours and abide by their obligations to confidentiality;**
- **to report the existence of any circumstance regarding the company that, if disclosed, might interfere with its economic, environmental or social standing.**

2.5 - Corporate social responsibility

EDPR assumes its contribution to sustainable development and its responsibility for the economic, environmental and social impacts of its decisions and activities.

EDPR undertakes to include sustainability in its decision-making process in harmony with the EDPR Group's Principles of Sustainable Development.

The employees undertake to fulfil and act in accordance with company's socialresponsibility commitments.

3. Commitments to stakeholders

3. Commitments to stakeholders

EDPR undertakes to involve its stakeholders and include their concerns in decision making and management practices. To do so it maintains appropriate channels of consultation and report accurately and objectively on its economic, environmental and social performance.

3.1 - Employees

EDPR undertakes:

- **to foster employees' personal and professional advancement. Managers play a particularly responsible role in identifying and promoting development opportunities;**
- **to invest in employees' work-life balance by promoting conciliation programmes for the purpose;**
- **to value volunteering and encouraging employees' civic participation;**
- **whenever permitted by law, to provide properly regulated mechanisms for employees' participation in political processes, which may include voluntary personal monetary contributions;**
- **to promote the correction, affability and professional pride in the relations among employees, as well as respect for their rights, sensibilities and diversity and provide an inclusive work environment, free of prejudice and unjustified discrimination;**
- **to strive to provide employees with high levels of job satisfaction and professional fulfilment by paying fair salaries and ensuring a safe and healthy work environment;**
- **to foster respect for equal opportunities for all actual and potential employees.**

The employees undertake to pursue their professional advancement with a view to continuous improvement in their knowledge and skills and make the best use of and achieve the best benefits and results in vocational training provided by the company.

3.2 - Shareholders

EDPR undertakes to:

- **to create sustained value, in a long-term perspective, based on its commitments to ethics and excellence of performance;**
- **to respect the principle of equal treatment of shareholders, taking into account the proportion of their share capital, providing timely the necessary information in a appropriate, truthful, transparent, and accurate way;**
- **to include in the information provided qualitative and quantitative elements identifying economic, financial, social, environmental and reputational risks;**
- **to lay down policies and procedures to ensure separation of the EDPR Group's interests and those of its shareholders.**

3.3 - Clients

EDPR undertakes to:

- **respect clients' rights and contractual commitments taken with them, seeking, in a professional way, to satisfy and exceed their expectations;**
- **provide relevant, true and rigorous information, in an accessible language and adapted to the needs, answering the requests, doubts and complaints in reasonable time;**
- **continuously improve the performance, as well as the quality of its products and services;**
- **make honest commercial proposals, transparent and adapted to clients' needs.**

Employees undertake to act with correction, affability and professional pride in their relations with clients, respecting their rights, sensibilities and diversity.

3.4 - Suppliers

EDPR undertakes to:

- **to maintain clear, impartial and predefined ethical, technical and economic selection criteria;**
- **to refrain from abuse of dominant position in the negotiation and management of contracts and abide by the agreed terms;**
- **to foster compliance with safety standards and practices and labour legislation;**
- **to monitor the ethical conduct of suppliers and take immediate and strict measures in cases where this may be questionable;**
- **to refrain from any encouragement of unfair competition and, in particular, to respect the confidentiality of suppliers' information and intellectual property.**

The employees undertake not to recommend to clients, even if requested, certain suppliers or service providers if this recommendation is not framed in company procedures and can be seen as a limitation of competition.

3.5 - Community

EDPR undertakes to:

- **to maintain a relationship of proximity with the communities in the regions where it operates, engaging in regular, open and frank dialogue, seeking to know their needs, respecting their cultural integrity and looking to contribute to improving the living conditions of local population; in particular, EDPR recognises the rights of ethnic minorities and indigenous peoples;**
- **to foster efficient use of energy and the adoption of more sustainable lifestyles;**
- **to maintain appropriate communication channels to inform the public of the risks and dangers of energy, whether resulting from its normal or misuse or the operation of facilities and equipment under its responsibility;**
- **to act respecting the precautionary principle when its activities may result in serious and irreversible damage to human life or health or to the environment, which although uncertain are scientifically plausible, taking measures to avoid or mitigate these effects.**

4. Process Management

4. Process Management

EDPR takes this code as the privileged tool in solving ethical issues and makes it available to all employees and other stakeholders, that can and should report any conduct that may be in conflict with it.

EDPR undertakes not to retaliate against complainants and to give to those that are targeted, fair treatment, based on the presumption of innocence, and access to information concerning them, if not undermine the truth-seeking.

4.1 - Queries and complaints

EDPR maintains appropriate channels for ethical complaints, whistleblowing and queries.

In the management of these channels EDPR guarantees confidentiality as to the identity of the person who uses them.

Contact details of EDP Ethics Ombudsman:

Ethics Ombudsman contact:

Praça Marquês de Pombal, 15 - 7.º

1250-162 Lisbon, Portugal

Code.of.Ethics@edprenovaveis.com

4.2 - Noncompliance

Employees who do not abide by this code are subject to disciplinary action in accordance with the regulations applicable to the infractions committed.

Suppliers and service providers to whom the code applies are subject to the measures or penalties set in their contracts or arising from the EDPR Group's assessment and qualification procedures.

4.3 - Monitoring and reporting

EDPR undertakes to review, monitor and periodically publish its business ethics performance as set out in the EDPR Code of Ethics Regulations.

4.4 - Additional information

Additional information on attributions and responsibilities in managing the ethical process at EDPR are available in the EDPR Code of Ethics Regulations at www.edprenovaveis.com.



**EDP RENOVÁVEIS CODE
OF ETHICS**

revision 17, February 2014

Anti-Corruption Policy of EDP RENOVÁVEIS

May 2017

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1. Introduction

1.1 Purpose

One of the key factors of EDPR reputation is its ability to conduct business with the highest ethical standards of business integrity, honesty, transparency, loyalty and in compliance with the laws, regulations, and international standards and guidelines, both domestic and foreign that apply to its business.

Our adherence to quality business standards is supported by our Code of Ethics. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption. In accordance with the mentioned commitment, this anti-corruption Policy has been adopted for the purpose of providing basic standards and a framework for the prevention and detection of bribery and corruption in EDPR's operations, and promoting the EDPR's full compliance with all applicable anti-bribery and anti-corruption laws.

1.2 Application

This Anti-Corruption Policy was adopted by the Board of Directors of EDPR on the 19 December 2014 and amended on 2 May 2017, its adoption and enforcement is mandatory for EDPR and its subsidiaries.

This Anti-Corruption Policy covers all activities conducted by EDPR worldwide and applies to the Company, the Company Personnel and the Transaction Partners acting in name and on behalf of the Company in any jurisdiction.

Compliance with this Policy and with the Applicable Laws is mandatory. The Company will not authorise, participate in, or tolerate any business practice that does not comply with this Policy and with the Applicable Laws.

The Board of Directors has overall responsibility for ensuring this Policy complies with EDPR's legal and ethical obligations, and that all those under EDPR's control comply with it.

The General Secretary of EDPR with the support of EDPR Local Legal Counsels in every country have primary day-to-day responsibility for implementing this Policy, and for monitoring its use and effectiveness. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given adequate and regular training on it.

1.3 Definitions and key words

- **Anything of Value** shall be interpreted broadly to cover anything that could benefit the recipient. It comprises payments of money in any amount and in any form, including cash, gift cards, discount cards, commissions, rebates, loans at favorable terms, use of houses, cars or other property without economic consideration, offers of employment, or other compensations, as well as political and charitable donations, in-kind services, gifts, meals and entertainment, travels, contractual rights, other business advantages, favours, and anything else of economic value.
- **Applicable Laws** refers to international anti-bribery and corruption laws and conventions, including Foreign Corrupt Practices Act and UK Bribery Act among others and any other anti-bribery and corruption laws and regulations of all other countries where the Company may conduct business directly or indirectly.

- **CEO** refers to the Chief Executive Officer of EDP Renováveis, S.A.
- **Company or EDPR** refer to EDP Renovaveis, S.A. and all of its subsidiaries worldwide.
- **Company Personnel** includes all directors, officers and employees of EDPR.
- **External Parties** refers to any individual or entity including:
 1. Governments, government departments, government agencies, government instrumentalities, public institutions, sovereign funds, or any entity that is wholly or partially state-owned or state-invested, and any officer or employee of such entities;
 2. Public international organizations and any officer or employee of such entities;
 3. Any other individual who performs public service;
 4. Political Parties, political parties' officials, or candidates for office;
 5. All customers, suppliers or agents of the Company, and any director, officer or employee of such entities; or
 6. An agent or other individual acting on behalf of any of the individuals or entities covered by points 1 to 5.
- **Transaction Partners** includes any third party, such as partners, joint venture, sales representatives, sales agents, consultants, suppliers, distributors, contractors, sub-contractors and customs clearance agents, acting in any capacity in name and on behalf of the Company who may interact from time to time with External Parties.
- **Foreign Corrupt Practices Act or FCPA** refers to the Foreign Corrupt Practices Act of 1977 (which has been amended from time to time), is a United States federal law, known primarily for two of its main provisions, one that addresses accounting transparency requirements under the Securities Exchange Act of 1934, and another concerning bribery of foreign officials.
- **UK Bribery Act or UKBA** refers to the UK Bribery Act 2010, is an Act of the Parliament of the United Kingdom that covers criminal law relating to bribery.
- **OECD Anti-Bribery Convention** officially known by Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, it is a convention of the OECD aimed at reducing corruption in developing countries by encouraging sanctions against bribery in international business transaction carried out by companies based in the Convention member countries.
- **Officers** the officers of EDPR are the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer for Europe and Brazil and Chief Operating Officer for North America.
- **United Nations Convention against Corruption or UNCAC** refer to a multilateral convention negotiated by members of the United Nations. It is the first global legally binding international anti-corruption instrument, and it requires that States Parties implement several anti-corruption measures which may affect their laws, institutions and practices.

2. The anti-corruption and anti-bribery laws

2.1 Applicable Laws

Almost all countries have laws prohibiting corruption of their public officials, and many countries have laws criminalizing corruption of foreign officials. Besides, many countries have laws prohibiting commercial bribery among private parties.

As a multinational organization doing business worldwide, EDPR and Company Personnel are subject to different laws, regulations and international anti-corruption treaties, prohibiting corruption of public officials and private parties, such as:

- Foreign Corrupt Practices Act (FCPA), issued in the United States;
- UK Bribery Act issued in the United Kingdom;
- United Nations Convention against Corruption.
- OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions;

In general terms, the main international anti-corruption laws state the following prohibition principles:

- Bribery of public officials: a) The promise, offering or giving to a public national official, foreign public official or an official of a public international organization, directly or indirectly, an undue advantage, for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties, in order to obtain or retain business or other undue advantage; (b) The solicitation or acceptance by a public national official, foreign public official or an official of a public international organization, directly or indirectly, an undue advantage, for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties.
- Bribery in the private sector. Commit intentionally in the course of economic, financial or commercial activities: a) The promise, offering or giving, directly or indirectly, of an undue advantage to any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, act or refrain from acting; b) The solicitation or acceptance, directly or indirectly, of an undue advantage by any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, act or refrain from acting.
- Trading in influence: a) The promise, offering or giving to a public official or any other person, directly or indirectly, an undue advantage in order that the public official or the person abuse his or her real or supposed influence with a view to obtaining from an administration or public authority, an undue advantage for the original instigator of the act or for any other person; b) The solicitation or acceptance by a public official or any other person, directly or indirectly, an undue advantage for himself or herself or for another person, in order that the public official or the person abuse his or her real or supposed influence with a view to obtaining from an administration or public authority of an undue advantage.

2.2 Relationship with other policies and local laws

Anti-Corruption laws in some countries may impose specific requirements not found in this Policy.

Similarly, EDPR may have established local policies in some countries that impose additional requirements.

As a general rule, if there is a difference between this Policy and local policies or regulations, the more restrictive standard applies. Notwithstanding, in case of conflict between this Policy and a local law or policy or in case of doubt about how to coordinate this Policy with any local law or policy, the General Secretary of EDPR must be consulted.

2.3 Consequences of non-compliance with this Policy and the Applicable Laws

EDPR shall use every reasonable effort in order to prevent any conduct in violation of this Policy and/or the Applicable Laws, and to interrupt and sanction any contrary conduct by Company Personnel or Transaction Partners.

Failure to comply with this Policy and with the Applicable Laws can have severe consequences for the Company, the Company Personnel with supervision duty and the Company Personnel directly involved.

The consequences can result in significant monetary penalties against the Company and can subject Company Personnel to prosecution, criminal fines, and imprisonment. Furthermore, other legal consequences may arise from such violations including debarment from contracting with public entities, confiscation/disgorgement of money made or damages claims. Even more importantly, such events cause a material adverse effect on a company's reputation.

The Company will view any violation of this Policy or of the Applicable Laws as a significant matter subject to disciplinary action including termination of employment in the case of Company Personnel, and termination of the relationship and claims for damages in the case of a Transaction Partner or an External Party.

3. Transactions involving External Parties

3.1 Scope

As mentioned, EDPR has adopted this Anti-Corruption Policy in order to establish a zero-tolerance standard to bribery and corruption.

In general terms, EPDR expressly prohibits the following behaviors:

- The Company, the Company Personnel, and the Transaction Partners shall not pay bribes and shall not, directly or indirectly, offer to give, promise to give, authorise to give, or give Anything of Value to any External Party (or to the spouse of, or to a relative, or to any other person having a close-relationship or a common interest with the External Party) or to any other person or entity when all or some portion of the thing of value would be offered to be given, promised to be given, or given to an External Party for the purpose of inducing the External Party to use his or her influence or authority to secure an improper advantage, such as obtaining or retaining business, or for the purpose of rewarding the External Party for the use of his or her influence or authority to have secured an improper advantage.
- The Company, the Company Personnel and the Transaction Partners (or the spouse of, or a relative of, or any other person having a close-relationship or a common interest with the Company, the Company Personnel or the Transaction Partners) shall not, directly or indirectly, solicit, agree to accept, or accept Anything of Value from any External Party for the purpose of inducing the Company, the Company Personnel, or the Transaction Partners to use their influence or authority to secure an improper advantage, such as obtaining or retaining business, or for the purpose of rewarding the Company, the Company Personnel or the Transaction Partners for the use of their influence or authority to have secured an improper advantage.

3.2 Key issues in providing Anything of Value to External Parties

3.2.1 Common criteria

Genuine business gifts and hospitality or other legitimate business expenditure are an established and important part of building and maintaining business relationships, but they can be used to hide bribery and corruption.

This Policy does not prohibit normal and appropriate gifts and hospitality or other legitimate business expenditure when conducting business for or on behalf of the Company provided that any expenditure involving External Parties addressed in this Policy meets **all** of the following criteria:

- The expenditure must be directly related to one of the following activities:
 - The promotion, demonstration, or explanation of the Company's products or services;
 - the execution or performance of a contract by the Company; or
 - any other bona fide business activity of the Company.
- The expenditure is not made with the intention of improperly or illegally:
 - Inducing to obtain or retain business or any other business advantage;
 - rewarding the provision or retention of business or of any other business advantage; or
 - exchanging (explicitly or implicitly) favours.

- The expenditure must not be related to an offering to External Parties involved in a tender or competitive bidding process where the Company is bidding.
- The expenditure must be related to an offering given openly and transparently (not in secret).
- The expenditure must be appropriate in the circumstances, taking account of the reason for the gift or hospitality, its timing and its value.
- The expenditure must not be related to an offering of cash or cash equivalent.
- The expenditure must be reasonable in amount (not lavish or excessive).
- The expenditure must be infrequent when combined with all other business courtesies offered by the Company to the same recipient (both infrequent in relation to the same individual and infrequent in relation to offerings addressed to several individuals of the same entity).
- The expenditure must be accurately recorded in the books, registers and logs of the Company as provided in this Policy.
- The expenditure is made with prior written approval as provided in this Policy.
- The expenditure must be permissible under the Applicable Laws.

Moreover, the Company is aware that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

If any Company Personnel or Transaction Partner is unsure about whether a particular act constitutes bribery or corruption in a specific country, it should be raised to the General Secretary of EDPR who will count with the support of the Local Legal Counsels.

3.2.2 Specified transactions

a. Gifts

All gifts provided to an External Party must be reasonable, bona fide or directly related to the promotion, demonstration or explanation of the Company's facilities, plans, assets or services and must meet **all** of the following criteria.

- Under this Policy it is strictly prohibited:
 - Offering or giving gifts during periods when important decisions, regarding the award or retention of business or of a business advantage, are being made with an External Party;
 - offering or giving gifts of cash and cash equivalent; and
 - providing gifts for a spouse, relative, or guest of an External Party.
- Gifts must be of a reasonable amount, must be reasonable in frequency, must be appropriate according to the reasons for the gift and its timing.
- Giving or offering gifts above the thresholds contained in the Annex I to this Policy must be approved in advance by the Reporting Officer (informing the General Secretary), in compliance with this Policy and the Applicable Laws. Should total value of the gift exceed the "high value" as defined in Annex I a secondary approval should be obtained by the CEO.

- Providing gifts to an External Party must be permitted under local laws and regulations and rules of the recipient's organization. Moreover, gifts must be in line with the local customs of the country where provided and must be consistent with generally accepted standards for professional courtesies.

Gifts must be offered in an open and transparent manner and accurately recorded in the Company's books and records and a gifts log must be kept to register all gifts offered to External Parties.

b. Meals and entertainment

All meals and entertainment provided to an External Party must be reasonable, bona fide or directly related to the promotion, demonstration or explanation of the Company's facilities, plans, assets or services and must meet **all** of the following criteria:

- Meals and/or entertainment must be of a reasonable amount and must be reasonable in frequency.
- Providing meals above the thresholds contained in the Annex I to this Policy must be approved in advance by the Reporting Officer (informing the General Secretary), in compliance with this Policy and the Applicable Laws. Should total value of the meals exceed the "high value" as defined in Annex I a secondary approval should be obtained by the CEO.
- Providing meals and/or entertainment must be permitted under local laws and regulations and rules of the recipient's organization. Moreover, meals and/or entertainment must be in line with the local customs of the country where provided and must be consistent with generally accepted standards for professional courtesies.
- Offering or paying for meals and entertainment expenses of a spouse, relative or guest of an External Party is not permitted.

Meals and entertainment must be offered in an open and transparent manner and accurately recorded in the Company's books and records and a meals and entertainment log must be kept to register all meals and entertainment offered to External Parties.

c. Travels and lodging

All travel and lodging provided to an External Party must be reasonable and directly related to the promotion, demonstration or explanation of the Company's facilities, plans, assets or services and must meet **all** of the following criteria:

- No travel or lodging may be provided for an External Party without prior written approval from the Area Director and/or the Officer (depending on whose direct area of responsibility its) according to the criterion established in the EDPR Global Travel Policy.
- Travel and lodging must be of a reasonable amount, must be reasonable in frequency, and must be appropriate. In determining whether amounts for travel, lodging or local transportation are reasonable, the following criteria must be met:
 - Travel and lodging equivalent to that reserved by Company Personnel attending the same event will generally be considered reasonable.
 - Overnight layovers must be avoided.

- The location and duration of the event must determine the destination airport and the maximum length of stay.

Additionally:

- No payment must be made directly to any invitees; the Company should directly purchase travel or lodging, utilizing EDPR's corporate travel agencies as established EDPR Global Travel Policy. If it is not possible and if reimbursement for expenses is necessary, the payment must be done to the recipient's employer. No reimbursement will be paid without the presentation of appropriate receipts.
- "Per diem" expenses shall not be offered under any circumstances.
- Offering or paying for any travel, lodging, local transportation, meals, entertainment, or any other expenses of an External Party of any side trip is strictly prohibited.
- Offering or paying for travel and lodging expenses of a spouse, relative, or guest of an External party is not permitted.

Travel and lodging must be offered in an open and transparent manner and accurately recorded in the Company's books and records and a travel and lodging log must be kept to register all travel, and lodging offered to External Parties.

d. Facilitation payments and kickbacks

"Facilitation payments", also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official).

"Kickbacks" are typically payments made in return for a business favour or advantage.

Making or accepting facilitation payments or kickbacks are strictly prohibited under this Policy.

Any activity that might lead to a facilitation payment or kickback being made or accepted by the Company or on the Company's behalf or that might suggest that such a payment will be made or accepted, must be avoided.

e. Political contributions

Political contributions are strictly prohibited under this Policy.

This policy recognises the rights of the Company Personnel to make political contributions as individuals in their personal capacity. To be permitted, it has to be entirely clear that the Company Personnel do not represent the Company in doing so.

In addition, whenever permitted by law, EDPR will provide properly regulated mechanisms for employees' participation in political processes, which may include voluntary personal monetary contributions.

f. Charitable donations to charities and within programs to improve local communities

EDPR has some programs to support disadvantaged groups in the local communities where develops its activity and collaborates as well with various charitable organizations and non-profits entities in projects supporting disadvantaged groups.

The Company needs to be certain that donations to people in need within disadvantaged groups and to charities will not be used to disguise illegal payments to government officials in violation

of international and local anti-corruption or anti-bribery laws. In this regard, charitable contributions must meet the following criteria:

- Charitable donations must be made only in favour of charitable organization not recently incorporated, well-known, reliable and with outstanding reputation or directly to people in need of a disadvantaged groups that have been awarded within programs directly manage by EDPR to improve live of these people in the local communities where develops its activity;
- It is not permitted to offer or make a donation without the prior written approval of the Reporting Officer when between 100 Euros and 1.000 Euros (informing the General Secretary), and if equal or above 1.000 Euros should be approved by the CEO. If the payment refers to a periodical payment as part of the Membership to a Charitable Organization, and is included in budget, it will not need these approvals; and,
- To the extent the Company seeks the assistance of a Transaction Partner in any charitable donation activity, the Company should perform Due Diligence in accordance with Section 3.5 of this Policy.

Additionally, payments made to any of the above charities must meet all of the following standards:

- Payments must not be made in cash or cash equivalent (payments must be effected by bank transfer); and
- payments must not be made to any individual or entity other than the charity in question or directly to people in need within those disadvantaged groups that have been awarded with the assistance or to a bank account outside of the country where the people in need or charity in question resides.

Moreover, the written agreement with the above charities must contain inter alia, the following specific wording:

- To prohibit the charities or people in need within those disadvantaged groups that have been awarded with the assistance from altering the nature or purpose for the use of the donation without written approval from the Company.
- To provide, at the request of the Company, supporting evidence of the use of the donation in compliance with the specific purpose.
- To comply with the Applicable Laws in relation to the receipt and use of the donation.

Charitable contributions must be offered in an open and transparent manner and accurately recorded in the Company's books and records, and charitable donations log must be kept to register all charitable contributions offered to External Parties.

This policy as well recognises the rights of the Company Personnel to make charitable donation as individuals in their personal capacity. To be permitted, it has to be entirely clear that the Company Personnel do not represent the Company in doingso.

g. Sponsorship activities

EDPR sponsors numerous sports, cultural, social and popular events. EDPR may also choose to sponsor educational programs, seminars, conferences, or professional trainings.

Sponsorship activities must be reasonable, bona fide or directly related to the promotion, demonstration or explanation of the Company's facilities, plans, assets or services.

Sponsorship activities must be compliant with the following standards:

- Partners under sponsorship agreements must be well-known, reliable and with outstanding reputation.
- Sponsorship activities must be made in accordance with the approved budget.
- Sponsorship activities out of the agreed budget must be authorised in advance by Executive Committee according to EDPR Delegation of Authority Policy.

Additionally, payment made directly to any of the above partners must meet all the following criteria:

- Payments must not be made in cash or cash equivalent (payments must be effected by bank transfer); and
- payments must not be made to any individual or entity other than the sponsored in question or to a bank account outside of the country where the sponsored in question resides or to the professional/educational organization.

Moreover, the written agreement with the above partners must contain inter alia, the following specific wording:

- To prohibit the partner under sponsorship agreement from altering the nature or purpose for the use of the fees without written approval of the Company.
- To provide, at the request of the Company, supporting evidence of the use of the fees in compliance with the specific purpose.
- To comply with the Applicable Laws in relation to the receipt and use of the fees.

Sponsorships must be offered in an open and transparent manner and accurately recorded in the Company's books and records, and a sponsorship log must be kept to register all sponsorships offered to External Parties.

3.3 Key issues in receiving Anything of Value from External Parties

At times, Company Personnel or Transaction Partners may be offered Anything of Value from External Parties. In these cases, the following criteria must be met:

- Under this Policy it is strictly prohibited:
 - Accepting Anything of Value when the purpose of the offering is intending to induce or reward a specific decision being considered by the recipient.
 - Requesting Anything of Value from External Parties.
 - Accepting Anything of Value during periods when important decisions, regarding the award or retention of business or of a business advantage, are being made with the Company;
 - Accepting cash or cash equivalents from External Parties.
- Anything of Value provided from an External Party must be of a reasonable amount, must be reasonable in frequency, must be appropriate according to the reason of the offering and its timing.
- Accepting Anything of Value from External Parties must be permitted under local laws and must be in line with the local customs of the country where provided.
- Accepting gifts, travels, meals and/or entertainment reasonably believed to be valued above the thresholds contained in the Annex I of this Policy must be approved in advance by the Reporting Officer (informing the General Secretary), in compliance with this Policy and the

Applicable Laws. Should total value of the gift and/or the meal/entertainment exceed the “high value” as defined in this Annex secondary approval should be obtained by the CEO.

A gifts, travel, meals and entertainment log must be kept to register all gifts, travels, meals and entertainment received above the thresholds included in Annex I from External parties.

3.4 Books, records, and documentation

The Company and all Company Personnel shall make and keep books, records, and accounts which contain reasonable detail and accurately reflect the transactions and dispositions of the Company's assets. At a minimum, all financial transactions must:

- Be authorised in accordance with the Company's expense authorization approval limits;
- be recorded in accordance with International Financial Reporting Standards and the Local Generally Accepted Accounting Principles; and
- be periodically reviewed to identify and correct any accounting discrepancies, errors, or omissions.

Secret, unrecorded, or knowingly inaccurate use or recording of accounts, funds, or assets of the Company with intent to defraud, or to violate this Policy and the Applicable Laws, is strictly prohibited.

Supporting documents for all financial transactions must be specific and detailed enough to properly support the true nature of the transactions. An invoice related to an expense, must be obtained and the nature of the expense must be clearly recorded.

In addition, all of the following details shall always be provided in any expense report of the specified transaction types involving External Parties under this Policy:

- Business intent;
- name of participants along with their job titles and organization or company;
- cost (broken down as necessary for accounting and audit purposes);
- date(s) of purchase and date(s) of provision of the gift or meal or entertainment; and
- original invoice.

The Company must have appropriate internal controls in place related to financial information designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles.

3.5 Transaction Partners

To avoid corrupt payments being made or received by Transaction Partners in connection with the Company business, the Company must be diligent to ensure that it enters into business relationships with reputable and qualified Transaction Partners. Once these relationships are formed, Company Personnel should monitor the conduct of the Transaction Partners to ensure compliance with this Policy and the Applicable Laws.

The following procedures outline the requirements for the Company's relationship with the Transaction Partners:

- **Background check:** Due diligence must be performed to ensure that prospective Transaction Partner is bona fide and a legitimate entity; is qualified to perform services for which it will be retained; and maintains business and ethical standards consistent with those of the Company.

Diligence should be tailored to the particular risks associated with the situation. Diligence may include the following key items:

- Every prospective Transaction Partner should fill out a questionnaire regarding its structure, history and connection to government officials. A questionnaire to be used in the Due Diligence process is attached as Annex III.
- The Company should conduct an in-person meeting or interview with the principals of the prospective Transaction Partner.
- The prospective Transaction Partner should provide references.

Should any “red flag” (See Annex II) or other issues arise, it is critical that further investigation is undertaken until it has been agreed with the General Secretary of EDPR that the red flags are no longer a concern, or that the proposed Transaction Partner is unsuitable.

- **Written contract:** Agreements with Transaction Partners must be in writing and must describe the services to be performed, the basis for compensation, the amounts to be paid and the Transaction Partners responsibilities to abide by this Policy and the Applicable Laws. Concretely, written agreements should contain, inter alia, the following provisions:
 - A written agreement by the Transaction Partner to comply with this Policy and with all Applicable Laws and regulations.
 - A contractual right of termination of the contract if believed, in good faith, that the Transaction Partner has breached any relevant anti-corruption law or this Policy.
 - A requirement that all payments must be made directly to the Transaction Partner and must not be made in cash.
 - A “right to request reasonable information” provision, regarding the work performed under the agreement and related expenditures by the Transaction Partners.

A draft of the general clause to be included in contracts with Transaction Partners in order to comply with the above requirements is included as Annex IV.

- **Ongoing monitoring:** Once the relationship is formed the following procedures should be followed:
 - Transaction Partner should be asked to certify periodically that they have received this Policy, understand its content and complied with its provisions.
 - EDPR Local Legal Counsels should actively manage the activities of the Transaction Partner. This can include reporting and meetings to ensure the Transaction Partner is kept informed of the Policy and to review the work or services undertaken.
 - Company should accurately record the documentation leading to the appointment of the Transaction Partner and the ongoing management of the relationship.

4. Policy guidelines

4.1 Training and communication

Company Personnel shall be informed about the Applicable Laws and the importance of compliance with those laws and this Policy, so that they can clearly understand and be aware of the different crimes, the risks, the relevant personal and corporate responsibilities and the potential penalties in case of violation of the Applicable Laws and this Policy.

EDPR Human Resources Department, in conjunction with the General Secretary of EDPR, who will count with the support of the Local Legal Counsels, will define and implement the anti-corruption training program for Company Personnel and Transaction Partners.

In this sense:

- Company Personnel and new employees shall receive a copy of this Policy.
- Periodic training is provided to company Personnel that may be involved in transactions with External Parties or may be involved in anyway in the relation with the Transaction Partners. Such training shall be tailored according to the specific risks associated with their specific posts.
- The management team should receive periodically training to lead our zero-tolerance policy and to help the Company and the Company Personnel to prevent and detect any conduct in violation of the Applicable Laws and/or this Policy.
- Transaction Partners, suppliers and contractors should receive a copy of this Policy at the outset of the relationship.

4.2 Reporting

Company Personnel and Transaction Partners are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage through the General Secretary mailbox. Any concern must be submitted in writing via email to the following email address General.SecretaryEDPR@edpr.com.

The General Secretary shall analyse all the concerns and decide if they constitute a violation of this Policy or if a further investigation must be carried out. Once the investigation has concluded, the General Secretary shall decide the actions to be taken.

Further to the submission above, any complaints that could implicate irregular accounting of financial practices must be submitted as soon as possible to the Audit Committee according to the procedures and specific regulations of the EDPR Whistleblower Channel.

All submitted concerns will be registered and treated with the highest confidentiality. EDPR will not tolerate retaliation against anyone who reports an issue related to this Policy. Any retaliation against a person who raises a concern honestly, or participates in an investigation, is a violation of this Policy and the EDPR Code of Ethics.

If any Company Personnel is unsure about whether a particular act constitutes bribery or corruption or how to proceed in, it should be raised to the General Secretary of EDPR, who will count with the support of the Local Legal Counsels.

4.3 Monitoring and review

The General Secretary of EDPR jointly with the support of EDPR Local Legal Counsels, and the Internal Audit Department will monitor the effectiveness and review periodically the implementation of this Policy, regularly considering its suitability, adequacy and effectiveness.

Internal control systems and procedures will be also subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

Company Personnel are responsible for the success of this Policy and should ensure they raise concerns about any issue or suspicion of bribery or corruption following the provisions stated in this Policy. In the same way, Company Personnel are invited to consult or comment on this Policy and to suggest ways in which this Policy might be improved through the General Secretary of EDPR, who will count with the support of the Local Legal Counsels.

The General Secretary of EDPR will periodically submit a report on its monitoring activity to the Board of Directors. This report must contain information about:

- Number of violations of the Policy.
- Number of concerns about this policy rose.
- Recurrence of the violations of this Policy (measure of the effectiveness of the disciplinary and the remeditaion actions).
- Recommendations for improvements.

Annex I

Reasonable amount/value & frequency thresholds

The below chart lists thresholds deemed to be reasonable forms of hospitality, however, items below the following thresholds can still be deemed as a bribe based on intent. This Annex shall be read together with the Anti-Corruption Policy and the Applicable Laws, and appropriate documentation or support should be maintained for any payment based on the accounting policies of the company.

Please always consult with EDPR Local Legal Counsel and if necessary with the General Secretary of EDPR if any clarification on this Annex, the Anti-Corruption Policy and/or the Applicable Laws is required.

This Annex may be subject to amendments from time to time in order to reflect any change in circumstances or Applicable Laws.

1) Gifts and meals or entertainment provided to External Parties should not exceed the following thresholds without prior approval:

Item	Amount/value per item	Frequency per year
Meal/Entertainment per recipient	100 €	3 times per year
Gift per recipient	100 €	3 times per year
High value	1.000 €	Each occurrence

Giving or offering gifts and/or the meal/entertainment above any of the thresholds of this Annex must be approved in advance by the Reporting Officer (informing the General Secretary), in compliance with this Policy and the Applicable Laws. Should total value of the gift and/or the meal/entertainment exceed the “high value” as defined in this Annex secondary approval should be obtained by the CEO.

2) Gifts, travels, meals and/or entertainment received from External Parties should not exceed the following thresholds without prior approval:

Item	Amount/value per item	Frequency per year
Meal/Entertainment per recipient	100 €	3 times per year
Gift per recipient	100 €	3 times per year
High value	1.000 €	Each occurrence

Accepting gifts, travels, meals and/or entertainment reasonably believed to be valued above the thresholds contained in the Annex I of this Policy must be approved in advance by the Reporting Officer (informing the General Secretary), in compliance with this Policy and the Applicable Laws. Should total value of the gift and/or the meal/entertainment exceed the “high value” as defined in this Annex secondary approval should be obtained by the CEO.

Annex II

Red flags

One of the key aspects of the Applicable Laws related due diligence investigations is the identification of “red flags” which may indicate the potential existence of a corruption problem. Red flags do not necessarily end the possibility of a business relationship with a Transaction Partner, but require significant additional investigation and resolution.

The following list is not intended to be exhaustive and is for illustrative purposes only.

If any Company Personnel encounters any of these “red flags” while working for the Company, it must be reported promptly to EDPR Local Legal Counsel:

- The prospective Transaction Partner refuses to agree to comply with the Applicable Laws and to abide by this Policy;
- Any Company Personnel become aware that a prospective Transaction Party engages in, or has been accused of engaging in, improper business practices;
- Any Company Personnel learns that a prospective Transaction Partner has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- A government customer recommends or insists on use of a particular prospective Transaction Partner;
- The prospective Transaction Partner insists that its identify remains confidential or refuse to divulge the identify of its owners, directors or offices;
- The prospective Transaction Partner insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- The prospective Transaction Partner requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- The Transaction Partner requests that payment is made to a country or geographic location different from where it resides or conducts business;
- The Transaction Partner demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- The Transaction Partner requests that a payment is made to "overlook" potential legal violations;
- The Transaction Partner requests that any Company Personnel provides employment or some other advantage to a friend or relative;
- Any Company Personnel receives an invoice from a Transaction Partner that appears to be non-standard or customised;
- The Transaction Partner insists on the use of side letters or refuses to put terms agreed in writing;
- Any Company Personnel notices that the Company has been invoiced for a commission or fee payment that appears large given the service stated to have been provided; or
- The Transaction Partner requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Company.

Annex III

Transaction Partner's Due Diligence Questionnaire

Due diligence must be performed to ensure that prospective Transaction Partner is bona fide and a legitimate entity; is qualified to perform services for which it will be retained; and maintains business and ethical standards consistent with those of the Company. In particular, to comply with this aim, any prospective Transaction Partner should fill out the following questionnaire:

1. General business profile
 - a) Name and trade names
 - b) Contact information
 - c) Nature of business
 - d) Years in business
 - e) Provide a general description of your principal clients/customers, and indicate how many are government or state-owned entities
 - f) Number of employees
2. Ownership/Management
 - a) List of all owners and shareholders who own more than 10% of the company
 - b) List of the Principal Officers and directors
 - c) Are any owners, shareholders, or other key personnel current or former government officials or have connections (family, business or otherwise) with government officials?
 - d) Are any owners, shareholders, or other key personnel current or former employees of state-owned entities?
3. Criminal convictions
 - a) Have any of your officers or executives been convicted of a criminal offense? If so, what is the conviction?
 - b) Are there any significant law suits which have been filed against your entity, that we should be aware of? If so, what was the accusation and what was the determined outcome?
 - c) Have you identified any incidents of non-compliance with laws and regulations or recorded any sanctions in the past 5 years?
4. **Anti-corruption & anti-bribery policies and laws**
 - a) List any anti-corruption and anti-bribery practices, code of conduct, or reporting mechanisms (such as a whistleblower hotline) which your company currently has in place
 - b) Are there any reports (formal or informal) of corruption, improper payments, bribes paid, received, offered or solicited within the company's history or do you have knowledge any of these circumstances within your company?
 - c) Do you actively follow local legislation as applicable in territories which you conduct business?
 - d) Do you actively comply with applicable anti-corruption, anti-bribery regulation (such as the FCPA or the UK Bribery Act, United Nations Convention against Corruption, and/or OECD Convention on Combating Bribery) for all territories in which you conduct business?)

- e) Describe your due diligence process performed for on sub-distributors, consultants, gestores, Key Opinion Leaders, and other third parties engaged by your company to obtain licenses and permits, promote and/or distribute products on your behalf.

Annex IV

Examples of clauses to be included in contracts

a) Clauses to be included in General Contract Conditions

By means of this clause, [Name] declares that its organization has implemented an appropriate compliance system, with adequate controls, to facilitate the prevention and detection of any crime that could be committed within the organization, by its employees, its directors or any other third party related to it.

[Name] declares that while performing the duties included in this contract they will respect any applicable law and particularly any of the following international rules, no matter any other that may be applicable:

- Foreign Corrupt Practices Act (FCPA)
- UK Bribery Act
- United Nations Convention against Corruption
- OECD Convention on Combating Bribery

Furthermore, [Name] recognizes EDPR's right of termination of the contract if believed, in good faith, that a breach of any relevant anti-corruption law has occurred.

In the same way, [Name] should inform EDPR immediately via [indicated way] should awareness of or suspicion that corruption is occurring or could occur in a breach of any relevant anti-corruption law.

Finally [Name] understands that all payments under this contract must be made directly to them and by bank transfer.

b) Clauses to be included in contracts with Transaction Partners

By means of this clause, [Name] (hereinafter, the Transaction Partner) declares that its organization has implemented an appropriate compliance system, with adequate controls, to facilitate the prevention and detection of any crime that could be committed within the organization, by its employees, its directors or any other third party related to it.

The transaction partner declares that while performing the duties included in this contract they will respect any applicable law and the Anti-Corruption Policy of EDP Renováveis; and that they will not breach, in any manner, any applicable law neither the Anti-Corruption Policy of EDPR, nor the following international rules, no matter any other that may be applicable:

- Foreign Corrupt Practices Act (FCPA)
- UK Bribery Act
- United Nations Convention against Corruption
- OECD Convention on Combating Bribery

A copy of the Anti-Corruption Policy of EDP Renováveis has been attached to this contract as Annex [Number].

Additionally, the Transaction Partner grants to EDP a right to request reasonable information, regarding the work performed under the agreement and related expenditures by the Transaction Partners providing access to the Transaction Partner's relevant records.

Furthermore, the Transaction Partner recognizes EDPR's right of termination of the contract if believed, in good faith, that a breach of any relevant anti-corruption law or this Policy has occurred.

In the same way, the Transaction Partner should inform EDPR immediately via [indicated way] should awareness of or suspicion that corruption is occurring or could occur in a breach of any relevant anti-corruption law or the Anti-Corruption Policy of EDP Renováveis.

Finally the Transaction Partner understands that all payments under this contract must be made directly to the Transaction Partner and by bank transfer.



Occupational Health & Safety Policy



renewables

The health and safety of those who contribute to the EDP Group's activities, whether they be employees or service providers, contractors or subcontractors, is a key value and a priority for the success of EDP as a business Group.

We aim, therefore, to pursue and build on a positive safety culture in which every employee, service provider and supplier is engaged, and to promote it amongst clients, communities and all

those who could be affected by the normal conduct of our activities.

By undertaking the EDP commitment and complying with applicable safety standards and procedures, exceptional levels of performance will be achieved, making the EDP Group's companies an ever better working environment

The EDP Commitment

- The corporate management of the EDP Group is determined to constantly strengthen the culture of occupational health and safety, by developing awareness, deepening willingness and making available the resources required for:
 - Guaranteeing a safe and healthy work environment for its employees, ensuring compliance with the law;
 - Providing its employees with training and awareness on the risks related to its activities, raising their awareness to the compliance with safety standards
 - Protecting facilities and equipment by adopting the best techniques, combined with the monitoring and updating of work procedures in order to eliminate or minimise risks to employees, service providers and any third parties who may be in contact with our infrastructure;
- Safety is an integral part of the quality of services and products in all the companies in the EDP Group.
- The effectiveness of the safety policy and the continuous improvement of occupational health & safety performance must be achieved through the involvement of all levels of management and the support and input of all employees, service providers, suppliers and stakeholders. To this end EDP requires all its service providers to adopt practices in line with the principles underlying this policy.
- No situation or service emergency may justify putting anybody's life at risk.
- This Occupational Health & Safety policy, and the principles approved, applies to all EDP Group companies, in the different geographies.

Guiding Principles on Safety Practice within the EDP Group

- 1 Safety - understood as occupational health & safety - is an integral part of the activity of the companies within the EDP Group and is taken into account in all decisions: in project design, in construction, in exploitation, HR management, procurement, customer relations, supplier relations and with the general public.
- 2 Safety is an attitude and a will - that integrate the activities of each one - which is stated at all times in the fulfilment and compliance with the applicable legal requirements, standards, rules and procedures, and in the initiative and contribute to its improvement.
- 3 Safety is a component associated to the hierarchical responsibility, which is responsible for ensuring the implementation of the rules, assuming a visible and permanent personal commitment, promoting training and awareness of its employees and controlling the environment in which the work takes place.
- 4 Every Company assumes, at all times and for each situation, the performance of its activities pursuing "zero accidents" objective, through the continuous improvement in the safety management and performance, with the definition of concrete progress objectives.
- 5 Safety at work must be achieved through the systematic risk analysis, involving employees and their representatives, as well as service providers, when appropriate, to identify and deal, in the preparation of the work, all the risk situations which are expected to converge for the acceptable risk. If a job cannot be carried out safely, it should not be done at all or it should be stopped.
- 6 Research and analysis of incidents – accidents and near-misses – carried out systematically, are an essential condition for the continuous improvement on the prevention of occupational accidents and occupational diseases.
- 7 No action shall be taken against any employee who shows occupational health & safety concerns or for reporting a near-miss, unless an unlawful or malicious disrespect has been committed consciously and intentionally for any safety regulation or procedure.
- 8 The safety procedures must be kept permanently up to date, according to the existing risks and the applicable local regulations



Environmental Policy



EDP Renováveis Group assumes the environment as a strategic management element, seeking to reduce the impacts of its activity on it through a set of commitments that ensure the implementation and maintenance of environmental management systems that are appropriate and effective, with the ultimate goal being sustainable development, specifically:

1. **Protect the environment** in its various components and integrate it in the decision-making processes, considering, whenever possible, a life-cycle perspective.
2. **Mitigate the environmental impact** in all phases of the decision-making processes, favouring the hierarchy of mitigation.
3. **Appropriately manage the environmental risk**, particularly the prevention of pollution and the emergency response in case of an accident and/or catastrophe.
4. **Promote continued improvement** in the processes, practices and environmental performance, **stimulating R&D + Innovation** within the framework of the established environmental objectives.
5. **Comply with and respect the applicable environmental legislation**, as well as other obligations assumed voluntarily.
6. Take into account the **expectations of the main stakeholders** in the decision-making process.
7. Expand the management and the improvement of environmental performance to the **value chain**.
8. **Communicate the performance**, within the framework of its ethical principles, in a regular and transparent manner, ensuring balance, understanding and accessibility by the interested parties.
9. **Empower people and raise awareness** for the improvement of individual and collective environmental performance.

Based on the strategic priorities of the Group, EDP Renováveis furthermore assumes specific commitments to complement the previous points, in the following environmental domains:

CLIMATE

Contribute to decarbonisation, progressively providing low-carbon energy solutions, specifically through:

- Increasing its renewable energy portfolio
- Promoting internal energy efficiency among the suppliers and in the final consumption
- Providing low-carbon products and services to their clients

SUSTAINABLE USE OF NATURAL RESOURCES

Promote the efficient use of natural resources in its activities, within the framework of a circular economy, specifically:

- In the use and sustainable management of water in all the processes, operations and installations
- In the consideration of the environmental aspects throughout the life cycle of the products and services

BIODIVERSITY

- Contribute to the prevention or reduction of loss in biodiversity, favouring a dynamic, wide-ranging management, with local participation and a long-term vision with the ambition for a globally positive balance
- Contribute to deepening scientific knowledge on the different aspects of biodiversity, specifically through the establishment of partnerships

thank you!



EDPR Suppliers
Sustainability Guide

CONSTRUCTION WORKS

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