



EDPR

Suppliers

Sustainability

Guide

O&M SERVICES

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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 O&M suppliers

## H&S AND ENVIRONMENTAL REQUIREMENTS FOR EDPR SUPPLIERS

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## **1. PURPOSE AND SCOPE**

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

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

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

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

## **2. COMPLIANCE**

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

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

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

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

- That, when carrying out its activities at a worksite belonging to EDPR, the Contractor has taken into account the information received from EDPR regarding occupational risks identified at the worksite, both during the assessment of the activity risks and the planning of its preventive actions.

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

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

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

Notwithstanding the responsibilities assumed by the Contractor, if EDPR notices any non-compliance with the 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 information, EDPR may provide a detailed OHS specification applicable for contracted works. The Contractor is obliged to familiarize and accept this specification before the Contract execution.

### **3. MANAGEMENT SYSTEMS**

EDPR has implemented an Occupational Health and Safety Management System (OHSMS) in all its facilities in operation, developed and certified according to the international standard OHSAS 18001 and an Environmental Management System (EMS) developed and certified according to the international standard ISO 14001.

Both, the OHSMS and the EMS are the framework that establishes the procedures to ensure the adequate management of the health and safety and the environmental risks in EDPR facilities. 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 and the EMS,
- to participate in the drills eventually organized by EDPR in its facilities as well as other training or activities programmed by EDPR,



- to collaborate in the inspections performed by EDPR and commit to immediately correct the anomalies identified.

## **4. CLIENT-CONTRACTOR RELATIONSHIP**

### **4.1. GENERAL CONSIDERATIONS**

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

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

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

### **4.2. DOCUMENTATION**

Both, the Contractor and EDPR will provide the documentation described below. These will be provided before the work starts and maintained up to date as long as the Contract is valid.

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

Policies, codes and standards are presented in the last pages of this document.

Other documentation would be sent through the web tool that EDPR puts at its contractors' disposal. EDPR will provide access to its contractors to this web tool that enables them to download the documentation provided by EDP Renewables and to upload any requested documentation. The documents must be submitted via the web tool of EDPR at least five days before the start of the activities on site.

#### **4.2.1. TO BE PROVIDED BY EDPR**

##### **Policies, Codes and Standards**

The last pages of this document compile EDPR's Policies, Standards and Internal Codes regarding safety and health, environment and sustainability in general. It is the obligation of the Contractor to know them, transmit them to their workers and contractors, and ensure compliance therewith.

##### **General documentation**

- Occupational accident status notification form.
- EDPR Occupational Health and Safety Guideline

- Web tool external use guideline
- EMS documentation applicable to contractors

#### **Wind Farm/PV Plant documentation**

- Wind Farm/PV Plant risk document where the Contractor will be performing the contracted works (depending of the country, this document may have different names and could be split into several documents: Prevention Plan/DUVRI/Emergency Plan/Risk Assessment, etc.).

#### **Other**

In addition to the provision of this document, for Spain there are other documents that must be observed, depending on the works performed, and therefore their implementation must be supervised:

- ESP- OHSTS/002 Applicability criteria of RD 1627/97 and RD171/04 for construction work and major overhauls in operating windfarms
- ESP-OHSTS/003 Contractor Documentation Management E-GESTIONA

#### **4.2.2. TO BE PROVIDED BY CONTRACTOR**

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

Allowing new workers to perform any job or service without the authorization from the corresponding documentation in the web tool or from the Facility Manager is forbidden. Any person will be immediately removed from the site and will not be able to return until the mandatory authorization has been granted.

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

#### **General Documentation**

- Risk assessment of the works that are going to be executed for EDP Renewables.
- Occupational accident status notification form.
- Receipt of acknowledgement and acceptance of Facility risk document before work starts in the Facility
- Receipt of acknowledgment and acceptance of any other specification, procedure or instruction provided by EDP Renewables.

**Employee documentation**

- Medical fitness certificates.
- Receipt signed by the worker about the familiarization with work place risks / risks related with the works.
- Posted Worker Declaration (Declaration de Detachement) (for transnational posting of workers by employers based outside France)/LIMOSA (for Belgium)
- Health and Safety training certificates of the employees assigned to the works. Depending on the works performed by the employee, the training certificates required will be:
  - o Work at height (with evacuation) training certificate.
  - o Fire extinguishing training.
  - o First Aid training.
  - o Electrical works training.
  - o Machine operation training/certificate (crane, fork-lift, lift...).
  - o Confined space training
  - o Others according to the job
- Certificates of delivery of the personal protective equipment (PPE).
- Certificate of inspection of PPE (for those that require inspection, e.g. work at height PPE and electrical hazard PPE).
- Records or contracts evidencing a relationship with the company.

**Machinery and work equipment documentation**

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

**Other documentation**

- Work instructions and procedures

Additionally, in Brazil the Contractor must complete the additional form FOHSP BRA\_07-01 CONTROLE DE PRESTADORES DE SERVIÇO.

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

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

#### **4.3. SUBCONTRACTING**

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

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

The Subcontractors' personnel shall, for all purposes, be considered as belonging to the Contractor, which shall be bound to inform the Client about compliance of 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; the Contractor must provide an express renunciation in writing by the Subcontractor to any right to claim EDPR any amount owed by the Contractor to the Subcontractor.

#### **4.4. TRAINING AND QUALIFICATION**

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

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

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

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

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

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

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

## **4.5. INSPECTIONS**

### **4.5.1. CONDUCTED BY EDPR**

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

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

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

### **4.5.2. CONDUCTED BY THE CONTRACTOR**

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

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

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

### **4.5.3. SAFETY TALKS AND SAFETY WALKS**

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

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

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

Both activities (Safety Briefings and Safety Walks and Talks) must be uploaded in EDPR's Safety and Health mobile app, whose name is "EDPR H&S", which can be downloaded from the App Store or Google Play. To begin using it, the Contractor must first contact EDPR's H&S Department.

## **5. HEALTH AND SAFETY REQUIREMENTS AT EDPR FACILITIES IN OPERATION**

### **5.1. BASIC RULES**

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

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

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

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

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

During the provision of the contracted services, special attention shall be paid to employees from other companies working in the same area.

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

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

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

Works in the wind turbine always has to be performed by team consisting of at least two people.

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

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

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

## **5.2. COMMUNICATION**

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

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

## **5.3. INCIDENTS – ACCIDENTS, NEAR MISSES AND UNSAFE ACTS AND CONDITIONS**

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

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

### **5.3.1. 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 Technical Specification.

Days Away From Work Accident: DAFW accidents will be understood to be those work-related accidents whose outcome causes the injured worker's to be absent from the job for at least one

workday (the day on which the accident occurs will be understood to be excluded from the calculation). A DAFW accident must be accompanied by the medical leave report from the Occupational Injury and Illnesses Mutual Insurance Company.

Multiple, Severe, Highly Severe or Fatal Work Accident: These types of accidents will be understood to include work-related accidents that cause the death of the worker or that are classified as severe or highly severe by the 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 Technical Specification.

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

### **5.3.2. NEAR MISS AND ACCIDENT REPORTING AT EDPR FACILITIES**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### **5.3.4. CHANGE OF CLASSIFICATION**

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

### **5.3.5. INJURY AND ILLNESS TRACKING**

Before the 5<sup>th</sup> of each month the Contractor shall send to the Facility Managers the number of Contractor worked hours as well as the hours worked by every sub-contractor at each EDPR facility and the total number of “DAFW Accidents” and “non-DAFW Accidents” of the previous month, using EDPR’s template available for such purpose.

For the purpose of following up on accidents occurring within the sphere of EDPR’s Contractor Companies, each Contractor shall send the (completed) form TS-103 “Injury and Illness Status Notification Form” to EDPR’s Health and Safety Department through the available web tool used for exchanging documents.

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

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

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

### **5.4. WAREHOUSE**

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

- The warehouse shall be kept clean and in order. Storing materials in transportation paths, escape routes, obstructing emergency exits, obstructing access to fire extinguishers and first aid equipment, stockpiling materials in an unstable manner, obstructing access to storage units with materials, overloading shelves in storage units, storing materials in shelves in an unsafe manner that could pose a risk of falls of said materials and storing materials that may be obsolete for the tasks to be performed is unacceptable;

- Shelves must be fixed to the ground and/or wall and must indicate the allowed minimum weight.
- Using items stored by other users in the warehouse is forbidden;
- Smoking in the warehouse is strictly forbidden.

## **5.5. FORKLIFTS**

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

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

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

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

## **5.6. CRANES**

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

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

## **5.7. CHEMICAL PRODUCTS**

Prior to using chemical substances at the Facility, the list of chemical products must be sent to the Facility Manager 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 at the facility;

- 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.

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

All chemical substances present at the wind farm/PV Plant must have their material safety data sheets in paper 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.

## **5.8. TOOLS, MACHINERY AND EQUIPMENT**

The Contractor shall only use tools, machinery and equipment that are adequate and technically suitable and that have valid documentation.

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

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

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

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

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

The Contractor must pay due attention in order to prevent any damage to EDPR's property in the zone where the works are being performed. The Contractor shall be responsible for the costs associated with any loss that may result from his activity.

## **5.9. AMMENITIES AND REFRESHMENT ROOMS (RESTROOMS, KITCHEN AND OFFICES)**

In case that EDPR may provide amenities and refreshment rooms to personnel, the Contractor (user) shall keep them clean and in order. Should the Contractor (user) destroy or damage EDPR's property

or that of any of its subsidiaries or related entity or elements/property belonging to EDPR's business partners, EDPR will charge the repair costs to the Contractor.

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

#### **5.10. VEHICLE TRAFFIC**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5.11. VISITORS**

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

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

#### **5.12. PERSONAL AND COLLECTIVE PROTECTIVE EQUIPMENT**

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

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

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

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

In addition, it is reminded that the regulations require to opt for collective protective equipment over personal protective equipment. As such, using working platforms should always be the preferred choice over rope access techniques unless it can be proved that a working platform cannot be used for the operation.

### **5.13. WORK PROCESSES/CONTRACTUAL TASKS**

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

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

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

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

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

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

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

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

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

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

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

#### **5.14. WORK SUBJECT TO WRITTEN WORK PERMITS**

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

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

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

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

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

#### **5.15. EMERGENCY SITUATIONS/EMERGENCY RESPONSE**

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

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



The Contractor is obliged to provide the technical measures necessary to respond to emergency situations (such as fire extinguishers, first aid kit, etc.) and ensure that its workers have constant access to these. In the event that any of these devices owned by EDPR are used, EDPR shall be notified immediately so that the supplies that may have been used/consumed may be replaced.

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

## **5.16. GENERAL SITE RULES/FINAL PROVISIONS**

Smoking in electrical substation is forbidden except in designated areas.

Smoking inside the wind turbine is strictly forbidden.

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

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

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

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

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

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

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

## **6. ENVIRONMENTAL REQUIREMENTS AT OPERATING EDPR FACILITIES**

### **6.1. BASIC RULES**

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

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

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

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

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

## **6.2. HOUSEKEEPING**

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

## **6.3. WASTE MANAGEMENT**

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

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

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

- Make a proper use of the waste collection point and its elements, ensuring good housekeeping both in the clean point itself and in its surroundings.
- The waste collection point is only intended for the temporary storage of waste; therefore it cannot be used for storing any other element.
- The maximum 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 12 months.
- Waste shall be stored duly segregated in the containers provided for this purpose according to their compatibility, so as to avoid heat generation, explosion, ignition or the generation of toxic substances or any effect that may increase the hazard or hinder their subsequent management.

- All waste containers temporarily stored until their delivery to the waste handler shall be properly labelled in a clear, legible and indelible way. The labels must be firmly fixed onto the container, removing or covering any signs or labels that could be misleading or confusing. Labels will include at least the information required by the legislation in force.
- The removal of waste shall be done safely, in suitable containers for each type of waste in order to avoid any accidental spill during transportation.
- Waste transportation between the different points of the facilities shall be carried out using the internal roads. Driving on other roads shall be avoided.
- Spills shall be collected using absorbent material and shall be prevented using appropriate containment trays/basins, where all non-solid hazardous waste shall be placed.
- Firefighting equipment that can be used to extinguish any possible fires must be available near the waste collection point.

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

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

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

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

#### **6.4. WILDLIFE AND VEGETATION**

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

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

#### **6.5. WATERCOURSES AND WATERBODIES**

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

- Drainage systems shall be maintained in proper condition, always free of any waste that could obstruct the flow of water.
- Discharging any type of waste or wastewater into watercourses and/or waterbodies is prohibited.
- The abandonment, dumping or discharge of waste considered toxic and/or hazardous or others that may cause affection to aquifers by infiltration, shall be avoided. This waste shall be managed by authorized companies as established in section 6.3. In case of spill, the guidelines stated in section 6.11 shall be followed.
- Maintenance tasks of equipment and mobile machinery shall be performed in appropriate facilities for this purpose, outside the Client's premises. Maintenance of those equipment which, due to their nature, cannot be performed in suitable facilities, shall be carried out in a

designated area far from watercourses, waterbodies and aquifers, taking all the necessary measures to prevent spills and ensuring the proper management of generated waste.

- Washing vehicles, machinery and working tools in water streams is strictly forbidden.
- Works that may result in the modification of the course of streams or that could alter the cross section of riverbeds shall not be undertaken.
- Extreme caution shall be exercised when working near water streams to ensure that their hydraulic capacity and quality remains unaltered.

## **6.6. AIR POLLUTION AND NOISE**

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

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

## **6.7. MANAGEMENT OF EQUIPMENT WITH CONTROLLED SUBSTANCES (FGHG&ODS)**

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

- Take all practical precautionary measures to prevent and minimize any leakage and minimize emissions of FGHG and ODS, including performing leak checks following what is established in the legislation in force.
- If a leakage is detected, follow the manufacturer's instructions and, if possible, stop the gas leakage. Inform EDPR about any detected leakage to ensure it is repaired as soon as possible.

- Contract certified companies/technicians to perform technical interventions on equipment containing FGHG and ODS. As established in section 4.4, Contractors and its Subcontractors' workers must complete the minimum required training based on the work they will be conducting through the web tool that EDPR puts at their disposal. In this regard, for the installation/maintenance/leakage/control/management of equipment containing controlled substances (ODS & FGHG), the corresponding certificate/authorization will be necessary.
- Ensure that, during the maintenance or servicing of equipment or before the dismantling or disposal of equipment, these FGHG and ODS are recovered for destruction, recycling or reclamation.
- Deliver to an authorized waste vendor all FGHG and ODS-containing equipment that reaches the end of its life and becomes a waste, directly or through entities responsible for this kind of waste.
- The leakage of FGHG and/or ODS shall be considered an environmental incident, therefore the guidelines described in section 6.11 shall be followed.

## **6.8. SOILS**

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

- Ensure that vehicles and machinery circulate only on designated areas.
- Pay special attention to areas with soils of high natural value (for example, peatlands), taking all the necessary measures to prevent any impact.
- Always take preventive measures when performing operations likely to produce a spill and affect the ground.

## **6.9. LANDSCAPE**

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

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

## **6.10. LOCAL COMMUNITIES**

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

- Ensure that the current land use is maintained and that access to properties and free movement of vehicles is guaranteed.
- Respect any cultural/archaeological sites that may exist in the surroundings of EDPR premises to avoid deterioration or damage.
- Limit the movement of vehicles and/or machinery to the strictly necessary to perform the works, respecting the maximum speed of 30 km/h.
- Select machinery for the execution of the works taking into account noise emissions as a criterion.
- Program noisy activities to be performed close to inhabited areas during the most appropriate periods to avoid disturbances.
- Ensure that livestock trails existing in the vicinity of the facility remain free and accessible, with no wire fencing, waste, manholes, ancillary installations or any type of construction, maintaining their width as well as their existing boundaries, which shall be respected at all times in order to not hinder cattle transit nor any of the rest of its uses.
- Notify EDPR any situation that may affect the local communities.

## **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 maximum respect for the environment, taking all the necessary measures to prevent pollution and environmental damage. For that purpose, the Contractor is committed to act according to the following requirements:

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

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

#### **6.11.3. ENVIRONMENTAL EMERGENCY RESPONSE**

The operating procedure in case of emergency situations is provided in the Risk Guide or similar document, based on the country, as stated in section 5.14.

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

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

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

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

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

In case of a spill in the transformers, these have their own deposits and oil/water separators that operate by gravity. Oil contained in the deposit shall be removed as soon as possible. If an oil/water



separator outlet exists, it shall be closed. A specialized service provider shall clean the transformer's tank and oil/water separator. All resulting waste (hazardous and non-hazardous) shall be properly managed.

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

If the soil becomes contaminated, it shall be removed and managed according to legal requirements.

If the spill leaves traces of oil, etc. in the facility (turbine tower, etc.) it shall be cleaned as soon as possible in order to prevent them to be washed to the ground by rainfall.

#### **6.11.4. ENVIRONMENTAL NEAR MISS AND ACCIDENT REPORTING AT EDPR FACILITIES**

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

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

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

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

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

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

# Commitments for a Sustainable Supply Chain

# EDP Supplier Code of Conduct

## Scope

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

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

## Compliance Commitments

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

## Ethical commitments

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

## Environmental Commitments

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

## Labor commitments

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

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

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

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

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

### **Workplace Safety and Health Commitments**

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

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

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

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

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

### **Community and Human Rights Commitments**

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

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

### **Management commitments**

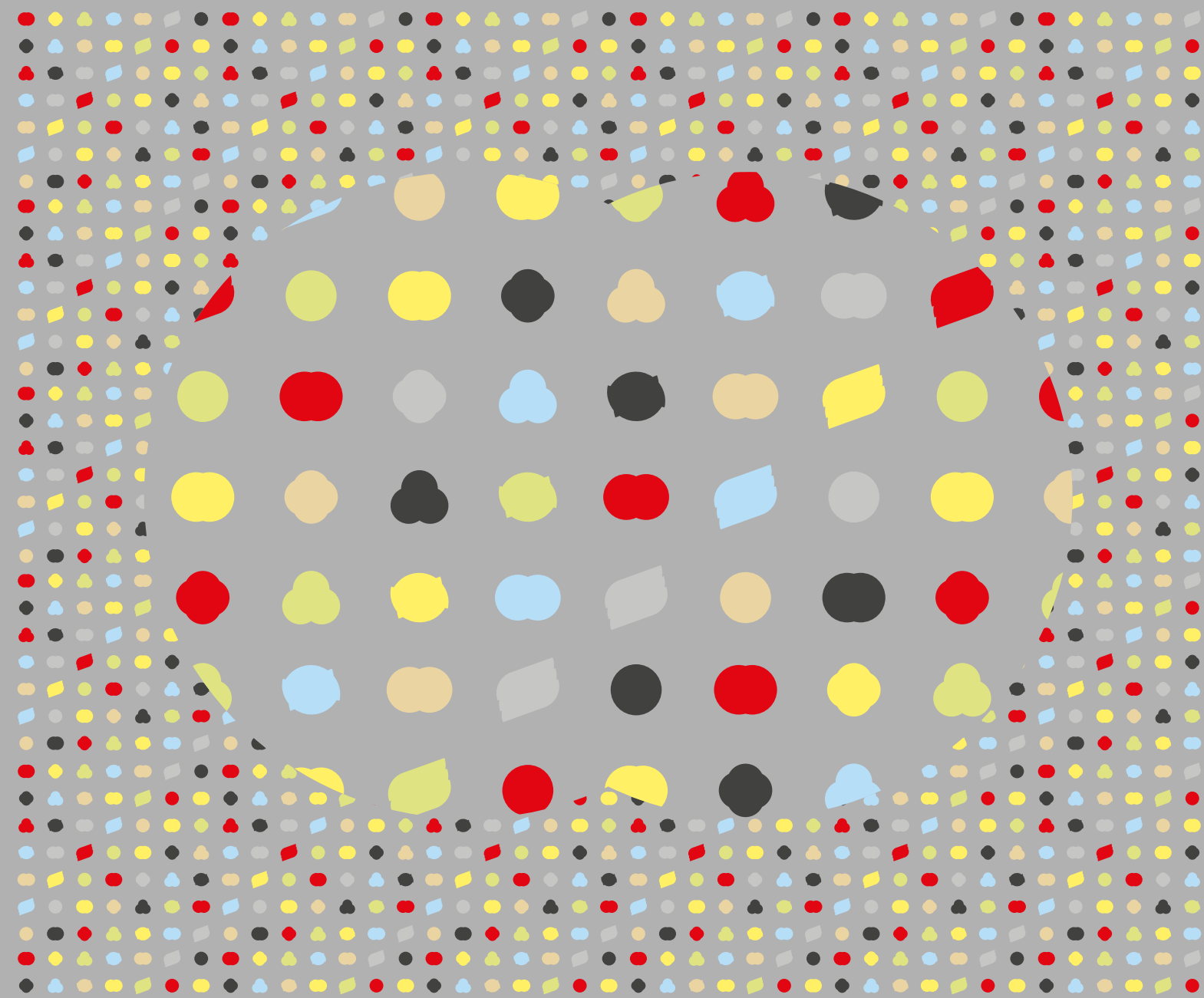
a) Adopt management procedures that permit compliance with this Code to be monitored. There is an obligation to report any serious breaches to EDP and to provide evidence of compliance when requested by EDP.

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



# 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 social responsibility 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](http://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 Renováveis, 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 doing so.

#### **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](mailto: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:**

<b>Item</b>	<b>Amount/value per item</b>	<b>Frequency per year</b>
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:**

<b>Item</b>	<b>Amount/value per item</b>	<b>Frequency per year</b>
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

O&M SERVICES

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