

SCHEDULE 3.7 – HYGIENE, SAFETY, AND THE ENVIRONMENT POLICY

1 Definitions

Commencement Date means the date when Supplier is requested to be ready to perform its obligations under an Order.

Environment: soil, subsoil, water, air, species and their habitats and interactions.

HSE: hygiene, safety and the Environment.

HSE Event : an HSE Incident, a Near-Miss or an abnormal situation or action including those that deviate from a standard, specification, procedure or rule.

HSE Incident : any sudden event on a given date which causes injury, illness or death, damage to assets or property, loss of production, or harm to the Environment or harm to the corporate image of Customer or any of its Affiliates.

HSE Management System means the management system (and each of its components) of a Party to manage the HSE risks involved in any of its activities related to the Contract or the performance of its obligations under the Contract. It includes the organizational structure, the planning activities, the responsibilities, practices, procedures, processes and resources (i.e. property and equipment and Personnel) for establishing, implementing, reviewing and maintaining the Party's HSE policy and continuously improving the Party's HSE performances.

Near-Miss : any event not constituting an HSE Incident but which, in slightly different circumstances, might have generated identical consequences to those of an HSE Incident.

Resources means tools, devices or machinery necessary to perform Supplier's obligations under the Contract and each Order.

2 General

2.1 Customer places and requires Supplier to place the highest importance and priority on HSE matters at all levels of its organization during the performance of the Contract.

2.2 In performing its obligations under the Contract, Supplier shall at its own cost, and shall cause its Subcontractors to, take all the appropriate precautions and measures to (i) safeguard the health of the people that may be affected by the performance of the Contract and each Order, (ii) ensure high safety levels in performing the Contract, (iii) avoid or mitigate negative impacts on the Environment and (iv) protect Customer's property, equipment and Personnel at the Site.

3 HSE Compliance

3.1 In performing its obligations under the each Order, Supplier shall comply, and shall cause its Subcontractors to comply, with:

- (a) All Applicable Laws relating to HSE matters;
- (b) The HSE standards that would be expected in accordance with Good Industry Practice;
- (c) Customer's Golden Rules for safety at work;
- (d) The rules, regulations and operating procedures prevailing on the Site with respect to HSE matters and Site access conditions;
- (e) Any process and procedures relating to simultaneous operations and work permits on the Site;

- (f) HSE plans, work authorizations and other associated permits (including hot work permit, confined space entry permit, digging permit);
- (g) Any specific requirements set out in this Schedule "Hygiene, Safety and the Environment".

3.2 Supplier shall take into account any additional opportunities to reduce risks in terms of HSE.

4 Supplier's Corporate HSE Policy and HSE Management System

4.1 Supplier shall maintain and implement a corporate HSE policy consistent with Good Industry Practice in HSE matters and with Customer's HSE policy.

4.2 Supplier shall maintain and implement a HSE Management System consistent with its corporate HSE policy and with Customer's HSE Management System, including all relevant procedures to ensure:

- (a) prevention and mitigation of HSE risks;
- (b) compliance with the provisions of Article 3 of this Schedule;
- (c) monitoring, and reporting to Customer, of the implementation of the requirements of this Schedule "Hygiene, Safety and the Environment", and monitoring progress against HSE objectives pre-established by Supplier;
- (d) the qualification and the ability of Supplier's Personnel to carry out the required tasks and the correct maintenance and adaptability of processes, tools, materials and the equipment to the HSE risks associated with the performance of the Contract.

4.3 Upon request of Customer, Supplier shall give evidence of its corporate HSE policy and HSE Management System and their implementations to Customer. Where the HSE Management System has been certified, information to be provided with respect to such certification shall include level and duration of certification. Any modification relating to such certification shall be communicated without delay to Customer.

4.4 Data on Supplier's HSE performance at the Site may be used freely by Customer for regular internal and/or external reporting or publication.

5 HSE Plan

5.1 Before the Commencement Date, Supplier shall:

- (a) Perform a Site visit and survey to assess the HSE conditions.
- (b) Perform a HSE risk analysis, using adequate analysis methods, and covering all HSE risks likely to result from the performance of the Order. Such HSE risk analysis shall fully take into account any information made available by Customer concerning local specificities impacting HSE.
- (c) On the basis of the above, establish a HSE plan that is (i) consistent with the provisions of this Schedule, (ii) sets out the HSE requirements (namely all the appropriate precautions and measures to prevent and mitigate HSE risks) relevant to the specificities of the Order, and (iii) takes into account all of the Supplier's procedures necessary for the proper performance of the Order (the "**HSE Plan**").

5.2 The Supplier's HSE Plan shall be drawn up and communicated to Customer before the Commencement Date.

5.3 Any modification to the Supplier's HSE Plan during the course of the Order shall be communicated to Customer before starting the concerned work.

5.4 Supplier shall be responsible for performing its obligations under each Order in compliance with its HSE Plan.

6 Supplier HSE Organization

6.1 Upon request of Customer, Supplier shall give evidence to Customer that it has an organization and all the necessary Resources to adequately implement Supplier's HSE Plan.

6.2 Supplier shall ensure that Supplier's Personnel are aware of and committed to its corporate HSE policy, its HSE Management System, its HSE Plan, and the task risk assessments required under Article 7 of this Schedule.

6.3 Supplier shall appoint a HSE representative responsible for (i) supervising and monitoring the implementation of Supplier's HSE Plan and the HSE rules in force at the Site and (ii) communicating with Customer. Supplier shall inform Customer of the contact details of such HSE representative.

6.4 Supplier shall be responsible for ensuring at its own cost the safety of all Personnel involved in the performance of each Order. This shall include, inter alia, the providing of appropriate personal protective equipment.

6.5 Upon request of Customer, Supplier shall demonstrate to Customer evidence of a safety information handover system for shifts and crew change and shall be responsible for its implementation.

6.6 Supplier shall set up a medical fitness control policy and shall be responsible for its implementation. Supplier shall, and shall cause its Subcontractors to, perform all relevant and timely assessments to ensure that Supplier's Personnel involved in the performance of its obligations under each Order are medically fit for the job they are assigned to.

6.7 The medical fitness files of Supplier's Personnel must be available for presentation at all times to all competent authorities in the course of the performance of each Order.

6.8 The language used in managing all HSE issues shall be appropriate to ensure proper communication among Supplier's Personnel and with Customer's Personnel.

7 Work permit process

7.1 Supplier shall comply with the work permit process applicable on the Site.

7.2 Within this framework, Supplier shall in particular:

- (a) Provide Supplier's Personnel with initial training on the work permit process and keep their skills maintained over time.
- (b) Ensure that the hazards related to the tasks have been formally identified, and that the associated risks have been analysed and assessed.
- (c) Not start performing any of its obligations under any Order without holding a duly validated work permit wherever such permit is required.
- (d) Promptly stop the intervention and inform Customer in the event of discrepancy between the conditions set out in the work permit and the actual conditions of the intervention.

8 Communication with Customer

- 8.1** Supplier shall set up and implement a HSE monitoring and reporting system for Customer's benefit. Such system shall, inter alia, allow the reporting to Customer of any HSE Event pursuant to Article 14 of this Schedule and of any risk likely to modify the HSE risk analysis provided at Article 5 of this Schedule.
- 8.2** Where relevant, prior to the commencement of performance of the obligations under each Order, Customer and Supplier shall cooperate in implementing HSE measures with the aim of preventing HSE risks related to simultaneous operations.
- 8.3** Supplier shall actively participate in any HSE meetings organized by Customer at kick-off and/or during the course of each Order.

9 Hazardous substances and materials, waste

- 9.1** All procedures involving the handling, storage, use or disposal of hazardous substances or materials, as defined by the Applicable Laws, for the performance of each Order shall be addressed in the HSE Plan.
- 9.2** Supplier shall also take into account any list of hazardous substances and materials present on the Site, made available by Customer, as well as any assessment of the related HSE risks.
- 9.3** Customer reserves the right to deny Supplier the right to use certain hazardous substances or materials at the Site.
- 9.4** Supplier shall ensure that the safety data sheets and any other hazard information corresponding to any hazardous substances and materials used in the performance of each Order shall be at all times available at the Site to Customer.
- 9.5** Supplier shall set up an efficient waste management system complying with the Applicable Laws and with any specifications provided by Customer.

10 Environment

- 10.1** Supplier shall identify and evaluate all potential impacts on the Environment related to the performance of each Order and shall implement all appropriate measures to prevent and/or mitigate these impacts. These measures shall be included in the HSE Plan.

11 Subcontractors

- 11.1** Supplier shall select its Subcontractors through an appropriate HSE qualification process having due regard to their HSE performance, their ability to implement an HSE policy consistent with Supplier's corporate HSE policy.
- 11.2** Supplier shall cause its Subcontractors to maintain and implement a HSE management system that is compatible with that of Supplier.
- 11.3** Supplier shall ensure that its Subcontractors are capable of complying with requirements identical to those set out in this Schedule.
- 11.4** Supplier shall set up and implement a system allowing it to monitor the HSE performance of its Subcontractors as well as their compliance with requirements identical to those set out by the provisions of this Schedule.
- 11.5** Supplier shall ensure that the HSE roles and responsibilities between Supplier and the Subcontractors are clearly defined.

12 Competency and Training

- 12.1** Supplier shall inform Customer of the presence of any new Personnel, namely Personnel having less than six (6) months experience in the relevant type of activities or less than six (6) months presence on the Site and shall provide such new Personnel with an appropriate HSE support plan.
- 12.2** Supplier shall ensure that the HSE awareness of Supplier's Personnel is continuously maintained and enhanced through an appropriate training plan.
- 12.3** Supplier shall ensure that Supplier's Personnel attend any HSE induction program requested by Customer.
- 12.4** Before the start of each Order, Supplier shall inform Supplier's Personnel assigned to perform its obligations under the Order of the risks and measures implemented.
- 12.5** Supplier shall ensure that Supplier's Personnel hold at all times the certificates of proficiency necessary or useful to perform the obligations under each Order.
- 12.6** Upon request by Customer, Supplier shall demonstrate that Supplier's Personnel have been provided a HSE training relevant for the performance of the obligations under each Order at the Site, including a test on Customer's Golden Rules for safety at work. The content of the HSE training and certificates shall be made available to Customer upon request.

13 Emergency preparedness

- 13.1** Upon request by Customer, Supplier shall communicate to Customer an emergency response procedure and have due regard to any comment by Customer.
- 13.2** Supplier shall ensure that Supplier's Personnel on the Site participate in any Site emergency drill organized by Customer and in programmed safety exercises.

14 HSE Event management

- 14.1** Supplier shall without delay report to Customer any HSE Event on the Site or occurring during the performance of each Order, taking into account the actual or potential severity of the HSE Event.
- 14.2** Upon the occurrence of an HSE Event, Supplier shall:
 - (a) take without delay all the necessary corrective and preventive measures to mitigate the effects of the HSE Event and prevent any new HSE Event, including if necessary by initiating modification of the Supplier's HSE Plan;
 - (b) provide Customer with all relevant information related to the HSE Event and assist Customer in the gathering of evidence and analysis of the causes of the HSE Event;
 - (c) take full account of the findings of the analysis of the causes within its HSE Management System and its HSE Plan.
- 14.3** Any member of Supplier's Personnel who believes that a task, whether or not a part of Supplier's obligations under each Order, is unsafe or could lead to an HSE Event, shall be entitled, with no personal repercussion, to request the suspension of such task until resolution of the concern.
- 14.4** Without prejudice to the provisions of Article 17 of this Schedule, Customer reserves the right to direct any emergency response measures.
- 14.5** In case of an illness or bodily injury or search and rescue operations involving Supplier's Personnel, Customer will endeavor to provide assistance to Supplier's Personnel. Supplier shall defend, indemnify and hold harmless Customer and any of its Personnel from any claim arising out of or in

connection with Customer's or any of its Personnel's (a) provision, failure to provide, or inability to provide such assistance and/or (b) performance of such operations.

- 14.6** The costs of such assistance provided by Customer to Supplier's Personnel shall be borne by Supplier.

15 HSE Audits

- 15.1** In the performance of each Order at a Customer Site, Supplier shall apply its HSE Plan and perform periodical inspections and internal HSE audits of Supplier's Personnel and Supplier's Resources. The observations made during these audits must be communicated to Customer and translated into a regularly reviewed action plan.
- 15.2** Supplier shall regularly audit the performance of its HSE Management System and its implementation of its HSE Management System.
- 15.3** Audits may be conducted by Customer under the Audit provisions of the GTs on any HSE aspect of the performance of the obligations under each Order.
- 15.4** Supplier shall conduct regular safety observations, covering all of Supplier's Personnel involved in the performance of its obligations under each Order. The results of its observations must be communicated to Customer.

16 Site clean-up

- 16.1** Upon completing all or part of the obligations under each Order on the Site, Supplier shall remove, at its own expense and responsibility:
- (a) all Supplier's Resources;
 - (b) temporary installations;
 - (c) any wreck, debris and generally any waste; and,
 - (d) unless otherwise agreed, any surplus of materials.
- 16.2** Supplier shall clean up and, where relevant, restore and rehabilitate the Site in compliance with this Schedule.
- 16.3** If Supplier fails to satisfy the above requirements, Customer, following prior notification to Supplier, shall have the right to perform (or have performed) removal, clean-up, restoration and rehabilitation operations at Supplier's cost and expense, at any time.

17 Consequences of non-compliance

- 17.1** Without prejudice to any other provision of an Order, in the event of non-compliance by Supplier with any of the provisions of this Schedule, Customer:
- (a) may promptly notify Supplier that Customer is or will take, at Supplier's expense, all appropriate measures to correct such non-compliance should Supplier fail to meet its obligations without delay or within the time set out by Customer;
 - (b) reserves the right to deny access to, or the continued presence of, Supplier or any member of Supplier's Personnel on the Site;
 - (c) may suspend the performance of any or all parts of its obligations under the Order in accordance with the provisions of the Order;
 - (d) may terminate the Order in accordance with the termination provisions of the GTs.

17.2 In the event of a fatality on the Site, Customer may suspend the performance of any or all parts of the obligations under the Order in accordance with the Order.