

## 1. MANAGEMENT OF HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE)

### 1.1 General principles of HSSE

- 1) At the core of the TAQA Energy B.V.'s (further referred to as **TAQA**) business philosophy, no operational priorities are more important than the protection of the health, safety and security of people, and the respect for the environment and its understanding and protection. The **Supplier** endorses this and shall apply it in the execution of the Agreement.
- 2) The **Supplier** shall, at all times, comply with prevailing HSSE rules and related legislation, and the **Supplier** shall take adequate measures to ensure that all **Supplier** persons involved with the Work ("Personnel") adhere to the same HSSE rules and related legislation.
- 3) The **Supplier** shall promptly inform **TAQA** of any HSSE issues which may affect the performance of the Work. The **Supplier** shall ensure that all Personnel are aware of their obligation to bring all potential HSSE hazards to the immediate attention of their supervisor, so that appropriate action can be taken.

### 1.2 TAQA's HSSE Management System and HSSE Work Plan

**TAQA** uses an HSSE Management System (the "Company's HSSE Management System"). A **TAQA** HSSE Work Plan may apply (the "Company's HSSE Work Plan"). The **Supplier** shall appraise himself of the relevant parts of both.

### 1.3 Supplier's HSSE Management System

Unless otherwise specifically approved by **TAQA**, the **Supplier** shall operate and maintain a documented and fully implemented HSSE Management System, compliant with the Dutch Arbo (Occupational Health) legislation and with ISO-14001/45001 or an industry recognized equivalent.

Work executed by Supplier's personnel shall be covered by a Risk Assessment and Evaluation ("RIE") as required by the Dutch Arbo (Occupational Health) legislation.

### 1.4 Bridging the HSSE Management Systems ("Bridging Document")

To the extent required for the Work, the **Supplier's** HSSE Management System shall be compatible with **TAQA's** HSSE Management System including (if applicable) **TAQA's** HSSE Work Plan. If so requested by **TAQA**, the **Supplier** shall prepare, or assist in the preparation of, an interface between **TAQA's** HSSE Management System and the **Supplier's** HSSE Management System (the "Bridging Document"). Costs for preparation of the Bridging Document will only be reimbursed if specifically agreed in the remuneration section of the Agreement.

### 1.5 Supplier's HSSE Work Plan

If so instructed by **TAQA** and at no additional cost to **TAQA**, the **Supplier** shall develop, maintain and continuously review (and if necessary amend) an HSSE Work Plan (the "Supplier's HSSE Work Plan"), to be approved by **TAQA** before the start of the Work and upon amendment, including where appropriate in relation to the Work, and by way of example:

- 1) A program to prevent HSSE incidents, injuries, accidents and damages;
- 2) Generic job safety assessments and task risk assessments for the Work;
- 3) An organogram of key Personnel, detailing their roles and responsibilities in relation to HSSE aspects;
- 4) Procedures for the coordination and supervision of Worksite related HSSE aspects;

- 5) An HSSE training program, taking into account all aspects of the Work;
- 6) Permit to Work (PtW) procedures;
- 7) Lines of reporting and communication;
- 8) Use of (specific) tools and equipment;
- 9) Information regarding logistics, transportation, material storage and use of chemicals (hazardous or non-hazardous);
- 10) Hazard and Operability (HAZOP) and or Hazard Identification (HAZID) studies where applicable;
- 11) A process for prompt incident and near miss investigation, proper reporting and appropriate follow-up;
- 12) Tools for HSSE compliance, performance monitoring and reporting (in the form of Key Performance Indicators or otherwise).

#### 1.6 Management of Subcontractors

- 1) The **Supplier** shall ensure that all Subcontractors operate and maintain HSSE management systems matching with the **Supplier's** HSSE Management System.
- 2) The **Supplier** shall ensure that all Subcontractors maintain a suitable control program ensuring that all Subcontractor personnel engaged in the performance of Work is competent and certified to the same level as **Supplier** personnel.

#### 1.7 TAQA's Audit Rights

**TAQA** may audit the **Supplier's** HSSE Management System at any time. The **Supplier** shall provide **TAQA** and its appointed representatives reasonable assistance to conduct such audits.

#### 1.8 Appropriate Corrective Action at TAQA's Request

If **TAQA** determines that the **Supplier** is not executing the Work in a manner consistent the provisions of these HSSE conditions, the **Supplier** shall immediately take appropriate corrective action upon request of **TAQA**.

## 2. MEDICAL FITNESS, COMPETENCE AND TRAINING OF PERSONNEL

### 2.1 Medical Fitness

- 1) The **Supplier** shall ensure that all Personnel engaged in the Work are medically and mentally fit to perform their part of the Work. At **TAQA's** request, the **Supplier** shall provide details of its health screening program.
- 2) Any Personnel performing Work at any offshore Worksite (including the 500m safety zone) shall hold a current medical Certificate of Fitness, as per NOGEPa Industry Guideline Nr. 15 (Medical Aspects of Fitness for Work Offshore).
- 3) No Personnel shall be above the customary or statutory retirement age in the jurisdiction of the Work, unless otherwise approved in writing by **TAQA**.

### 2.2 Competence and Training

- 1) The **Supplier** shall ensure that only competent Personnel perform the Work, demonstrating professional safety awareness and behavior. Personnel shall be trained in accordance with the NOGEPa Training Handbook (latest revision). At **TAQA's** request, the **Supplier** shall provide copies of its competence standards for Personnel and of the required certifications.

- 2) The **Supplier** shall take adequate measures to ensure that all Personnel engaged in the Work are familiar with the related hazards, risks and risk control measures and are informed of the relevant emergency procedures.
- 3) Training for Work conducted Offshore: all working on an offshore Worksite shall be in the possession of a valid NOGEPa (0.5A) Offshore Safety Introduction and Emergency Response Training certificate, or a recognized equivalent certificate.
- 4) Training for Worksites with H<sub>2</sub>S: **TAQA** shall advise the **Supplier** when Personnel may be exposed to hydrogen sulphide (H<sub>2</sub>S) at a particular Worksite. Personnel performing Work at such a site shall be in possession of a valid NOGEPa (0.8) H<sub>2</sub>S Introduction certificate (or a recognized equivalent certificate).

### 2.3 Site Induction

The **Supplier** shall ensure that all Personnel attend the induction training for the Worksite, as organised by or on behalf of **TAQA**. Refer to TNL-17-C-004\_001 & TNL-17-C-004\_002 for respectively the Onshore and Offshore Training Instructions.

### 2.4 Removal of Personnel

Personnel in breach of any of the provisions of these HSSE conditions may be removed from the Worksite and shall not perform any further Work, without any liability to **TAQA**. The **Supplier** shall promptly replace such Personnel, at the **Supplier's** cost.

## 3. SUBSTANCE ABUSE

- 3.1 The **Supplier** shall ensure that at any time while performing the Work, no Personnel shall be in possession of, take, have taken, or in any way be under the influence of alcohol, drugs or any other intoxicating substance. This prohibition includes prescription medications, but **TAQA** may, following medical advice, approve its use in writing (under the conditions stated), if it does not compromise health and safety.

## 4. CONTRACTOR'S EQUIPMENT

- 4.1 All **Supplier's** Equipment shall be inspected, tested and properly maintained and certified (EN or CE, NEN and/or as per the EU ATEX Directive) throughout the period of use for the Work, and **Supplier** shall provide proof thereof as and when requested by **TAQA**.
- 4.2 For Work conducted at the Worksite (excluding office premises), the **Supplier** shall keep all necessary materials, logs, registers and certificates available for inspection by representatives of Staatstoezicht op de Mijnen (SodM or: State Supervision of the Mines), or any other authority or **TAQA**.
- 4.3 Where any part of the Work is to be performed offshore, the **Supplier** shall provide International Maritime Organization (IMO) certified containers to transport any **Supplier's** Equipment. Such containers shall be delivered for transportation at TAQA shore base at the Barnsteenstraat 8 in Alkmaar (or to such other port of departure designated by **TAQA**), properly packed, with certified slings and shackles, fully manifested for customs clearance.
- 4.4 The **Supplier** is responsible for the proper use of the **Supplier's** Equipment, in accordance with the applicable regulatory requirements, industry norms and **TAQA's** guidelines and instructions, whichever is more stringent.

## 5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 5.1 The **Supplier** shall enforce the use of Personal Protection Equipment (PPE) according to the applicable HSSE Work Plan or site rules, appropriate for the Work to be performed.

At Worksites, at all times, the wearing of anti-static flame-retardant coveralls, hard hats, safety glasses, gloves and safety shoes is mandatory.

For offshore Worksites, the **Supplier** shall provide Personnel with Personal Locator Beacons (PLBs) for over the side work, use of which is mandatory.

5.2 The **Supplier** is responsible for the correct maintenance and appropriate administration of **Supplier's** PPE used by Personnel for the Work.

5.3 The use of hearing protection may be mandatory in some areas of **TAQA's** premises and Worksite. All Personnel shall comply with applicable instructions on hearing protection.

## 6. SECURITY

### 6.1 General Security Arrangements

1) All Personnel shall be subject to and shall comply with any applicable security arrangements. The **Supplier** ensures that all Personnel at all times consent to searches of their person, and of any item in their possession or use, where such searches are conducted:

- a. by any authority or by an authorized **TAQA** employee or agent; or
- b. at **TAQA's** offshore or onshore installations, other premises or Worksites or prior to or during transportation to or from an offshore installation.

2) The **Supplier** shall screen all Personnel prior to commencement of the work and check all required certificates and legal work permits are valid.

### 6.2 Proof of Identity

At any Worksite and when embarking to any offshore Worksite, all Personnel shall have in their possession a valid passport or identity card and produce such documents when so requested by (or on behalf of) **TAQA** or authorities.

### 6.3 No admission, Removal of non-compliant Personnel

Any person who does not comply with the requirements of this Paragraph 6 shall not be permitted entry to **TAQA** premises, installations or Worksites, and may be removed at **TAQA's** discretion. **TAQA** shall not be liable for any resulting costs.

## 7. CARE FOR THE ENVIRONMENT

### 7.1 Substance and Waste Disposal & REACH Compliance

1) The **Supplier** shall minimize the total quantity of waste resulting from any Work, and shall dispose of it responsibly, in accordance with relevant legislation.

2) The **Supplier** shall be responsible for the proper keeping of all records, reports and notifications, and for securing the relevant approvals from the appropriate governing bodies regarding identity, composition and amount of waste, hazardous chemicals, substances or materials used or resulting from Work, brought to the Worksite, or to be disposed from the Worksite by the **Supplier**, and shall keep records available to the **TAQA** for audit and review upon request.

3) The **Supplier** shall comply with REACH legislation and provide **TAQA** with a copy of the relevant Safety Data Sheet (SDS) and Chemical Cards for all hazardous chemicals, prior to transportation to the Worksite. These documents must be available (paper or online) in Dutch as required by law.

- 4) The **Supplier** shall manage substance and waste disposal in close cooperation with **TAQA**. The **Supplier** shall comply with all **TAQA** procedures and standards for chemical usage, storage, and transportation.

7.2 Noise and Light Pollution & Energy Efficiency

The **Supplier** shall minimize noise and light pollution to the lowest reasonably possible levels. The **Supplier** shall maximize energy efficiency.

8. **INCIDENT AND NEAR MISS REPORTING, INVESTIGATION AND FOLLOW UP**

8.1 Incident and Near Miss Notification

The **Supplier** shall immediately notify **TAQA** of any event which caused (“incident”), or could have caused (“near miss”):

- 1) Injury, illness or death of any person;
- 2) loss of or damage to the assets of **TAQA**, the **Supplier** or a third party; or
- 3) a negative impact on the environment or on **TAQA’s** reputation.

8.2 Incident and Near Miss Reporting, Remedial Action Reporting, Cost Reporting

- 1) The **Supplier** shall complete the relevant parts of **TAQA’s** prevailing “Incident Report Form” when making reports under this Paragraph 8.
- 2) The **Supplier** shall provide **TAQA** with a preliminary report on any incident or near miss within twenty-four (24) hours of its occurrence, and with a full report as soon as possible. The **Supplier** shall provide **TAQA** copies of any statutory incident or near miss report involving Personnel and/or the Work.
- 3) **TAQA** may require the **Supplier** to provide documentation to corroborate and support the findings and conclusions presented in an incident or near miss report, including but not limited to detailed reports, drawings and photographs.
- 4) Following an incident or near miss, the **Supplier** shall promptly and whenever possible prior to the commencement of any remedial action report to **TAQA**, at a minimum, each of the following:
  - a. repair or replacement possibilities;
  - b. possible mitigation of costs and estimate of total costs; and
  - c. cause of loss and measures to prevent repetition.
- 5) The **Supplier** shall collate, provide and keep records of (and shall inform **TAQA** and provide records on):
  - a. details of all costs related to an incident;
  - b. all relevant data for claims against third parties or under insurance policies.

8.3 Management of Incident Site

- 1) Following an incident or near miss, the location should whenever possible be left untouched for inspection as instructed by **TAQA** or authorities. Until the inspection has been conducted, the **Supplier** shall not remove or repair damaged items.
- 2) If good working practices, safety considerations, or other relevant circumstances preclude a delay in removal or repairs, it is imperative that the **Supplier** documents all relevant conditions and circumstances through records, witness statements, photographs, logs, diaries, reports and other media. Debris removed prior to inspection must be retained for later examination whenever possible.

8.4 Incident Investigation and Follow-up

- 1) The **Supplier** shall co-operate with and provide all reasonable assistance to any investigations by **TAQA**, any authority and any Incident Investigation Team.
- 2) The **Supplier** shall make available for inspection all objects and site-specific reports, including permits, work related manuals, equipment and traces.
- 3) The **Supplier** shall organise that **TAQA** has access to all Personnel who were present at the Worksite at the time of incident or near miss, or who may otherwise have information relevant to the cause, nature, and impact of such event, and direct such Personnel to cooperate with the Incident Investigation.
- 4) The **Supplier** is entitled to question the findings and/or recommendations of an Incident Investigation Team, but shall when so requested by **TAQA** or any authority, implement all recommendations and ensure that all investigative findings are fully communicated to Personnel, Subcontractors and **TAQA**.

**9. COMMUNICATION WITH EXTERNAL PARTIES ON HSSE MATTERS**

9.1 As soon as reasonably possible, the **Supplier** shall inform **TAQA** of any notifications on HSSE Matters to and from any authority or official bodies. Unless otherwise approved by **TAQA**, the **Supplier** shall not make any report, whether verbal or written, to non-statutory bodies, organizations or third parties on incidents, near misses or HSSE performance.

9.2 **TAQA** may instruct the **Supplier** to notify external bodies, such as SODM or any other regulatory/legislative body such as a local or municipal authority, "Inspectie Leefomgeving en Transport" (ILT) and emergency services as applicable; and/or as defined in the Bridging Document.

\* \* \*