

1. MANAGEMENT OF HEALTH, SAFETY, SECURITY AND ENVIRONMENT

1.1 General principles of HSSE

1.1.1 At the core of the Company's 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 Contractor endorses this and shall apply it in the execution of the Agreement.

1.1.2 The Contractor shall at all times comply with prevailing HSSE rules and related legislation, and the Contractor shall take adequate measures to ensure that all Contractor and Subcontractor persons involved with the Work ("**Personnel**") also at all times comply with prevailing HSSE rules and related legislation.

1.1.3 The Contractor shall promptly inform the Company of any HSSE issues which may affect the performance of the Work. The Contractor 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 Company's HSSE Management System and HSSE Work Plan

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

1.3 Contractor's HSSE Management System

Unless otherwise specifically approved by the Company, the Contractor shall operate and maintain a documented and fully implemented HSSE management system, compliant with the Dutch Arbo (Occupational Health) legislation and with ISO-14001/OHSAS-18001 or an industry recognized equivalent.

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

To the extent required for the Work, the Contractor's HSSE Management System shall be compatible with the Company's HSSE Management System including (if applicable) the Company's HSSE Work Plan. If so requested by the Company, the Contractor shall prepare, or assist in the preparation of, an interface between the Company's HSSE Management System and the Contractor'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 Contractor's HSSE Work Plan

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

1.5.1 A program to prevent HSSE incidents, injuries, accidents and damages;

1.5.2 Generic job safety assessments and task risk assessments for the Work;

1.5.3 An organogram of key Personnel, detailing their roles and responsibilities in relation to HSSE aspects;

1.5.4 Procedures for the coordination and supervision of Worksite related HSSE aspects;

1.5.5 An HSSE training program, taking into account all aspects of the Work;

- 1.5.6 Permit to Work ("PtW") procedures;
 - 1.5.7 Lines of reporting and communication;
 - 1.5.8 Use of (specific) tools and equipment;
 - 1.5.9 Information regarding logistics, transportation, material storage and use of chemicals (hazardous or non-hazardous);
 - 1.5.10 HAZOP/HAZID;
 - 1.5.11 A program provide for prompt incident and near miss investigation, proper reporting and appropriate follow-up.
 - 1.5.12 A Risk Assessment and Evaluation ("RIE"), as part of the Safety documentation of the project ("V&G document"); and
 - 1.5.13 Tools for HSSE compliance, performance monitoring and reporting (in the form of Key Performance Indicators or otherwise).
- 1.6 Management of Subcontractors
- 1.6.1 The Contractor shall ensure that all Subcontractors operate and maintain HSSE management systems matching with the Contractor's HSSE Management System.
 - 1.6.2 The Contractor 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 Contractor personnel.
- 1.7 Company's Audit Rights
- The Company may audit the Contractor's HSSE Management System at any time. The Contractor shall provide the Company and its appointed representatives reasonable assistance to conduct such audits.
- 1.8 Appropriate Corrective Action at Company Request
- If the Company determines that the Contractor is not executing the Work in a manner consistent the provisions of these HSSE conditions, the Contractor shall immediately take appropriate corrective action upon request of the Company.
- 2. MEDICAL FITNESS, COMPETENCE AND TRAINING OF PERSONNEL**
- 2.1 Medical Fitness
- 2.1.1 The Contractor shall ensure that all Personnel engaged in the Work are medically and mentally fit to perform their part of the Work. At the Company's request, the Contractor shall provide details of its health screening program.
 - 2.1.2 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).
 - 2.1.3 No Personnel shall be above the customary or statutory retirement age in the jurisdiction of the Work, unless otherwise approved in writing by the Company.
- 2.2 Competence and Training
- 2.2.1 The Contractor 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 the Company's request, the Contractor shall provide copies of its competence standards for Personnel and of the required certifications.

- 2.2.2 The Contractor 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.
- 2.2.3 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.
- 2.2.4 Training for Worksites with H2S: The Company shall advise the Contractor when Personnel may be exposed to hydrogen sulphide (H2S) at a particular Worksite. Personnel performing Work at such a site shall be in possession of a valid NOGEPa (0.8) H2S Introduction certificate (or a recognized equivalent certificate).

2.3 Site Induction

The Contractor shall ensure that all Personnel attend the induction training for the Worksite, as organised by or on behalf of the Company.

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 the Company. The Contractor shall promptly replace such Personnel, at the Contractor's cost.

3. SUBSTANCE ABUSE

- 3.1 The Contractor 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 the Company 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 Contractor'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 Contractor shall provide proof thereof as and when requested by the Company.
- 4.2 For Work conducted at the Worksite (excluding office premises), the Contractor 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 the Company.
- 4.3 Where any part of the Work is to be performed offshore, the Contractor shall provide International Maritime Organization (IMO) certified containers to transport any Contractor's Equipment. Such containers shall be delivered for transportation at the Company's shore base in Den Helder (or to such other port of departure designated by the Company), properly packed, with certified slings and shackles, fully manifested for customs clearance.
- 4.4 The Contractor is responsible for the proper use of the Contractor's Equipment, in accordance with the applicable regulatory requirements, industry norms and the Company's guidelines and instructions, whichever is more stringent.

5. PERSONAL PROTECTIVE EQUIPMENT ("PPE")

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

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

5.4 At offshore Worksites at all times the wearing of hard hats, safety glasses and safety shoes is mandatory (outside the living quarters). The Contractor shall provide Personnel with Personal Locator Beacons (PLBs) for over the side work, use of which is mandatory.

6. SECURITY

6.1 General Security Arrangements

6.1.1 All Personnel shall be subject to and shall comply with any applicable security arrangements. The Contractor 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 Company employee or agent; or
- b. at Company's offshore or onshore installations, other premises or Worksites or prior to or during transportation to or from an offshore installation.

6.1.2 The Contractor shall screen all Personnel prior to commencement of the Work, and check their certificate of good conduct (Dutch: "*verklaring omtrent gedrag*", "VOG").

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) the Company 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 Company premises, installations or Worksites, and may be removed at the Company's discretion. The Company shall not be liable for any resulting costs.

7. CARE FOR THE ENVIRONMENT

7.1 Substance and Waste Disposal & REACH Compliance

7.1.1 The Contractor shall minimize the total quantity of waste resulting from any Work, and shall dispose of it responsibly, in accordance with relevant legislation.

7.1.2 The Contractor 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 Contractor, and shall keep records available to the Company for audit and review upon request.

7.1.3 The Contractor shall comply with REACH legislation and provide the Company with a copy of the relevant Safety Data Sheet and Chemical Cards for all hazardous chemicals, prior to transportation to the Worksite. These documents must be available (paper or online) in (a) language(s) understood by all Personnel.

7.1.4 The Contractor shall manage substance and waste disposal in close cooperation with the Company. The Contractor shall comply with all Company procedures and standards for chemical usage, storage, and transportation.

7.2 Noise and Light Pollution & Energy Efficiency

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

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

8.1 Incident and Near Miss Notification

The Contractor shall immediately notify the Company of any event which caused (“incident”), or could have caused (“near miss”):

8.1.1 Injury, illness or death of any person;

8.1.2 loss of or damage to the assets of the Company, the Contractor or a third party; or

8.1.3 a negative impact on the environment or on the Company’s reputation.

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

8.2.1 The Contractor shall complete the relevant parts of the Company’s prevailing “Incident and Near-Miss Reporting and Investigation Form” when making reports under this Paragraph 8.

8.2.2 The Contractor shall provide the Company 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 Contractor shall provide the Company copies of any statutory incident or near miss report involving Personnel and/or the Work.

8.2.3 The Company may require the Contractor 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.

8.2.4 Following an incident or near miss, the Contractor shall promptly and whenever possible prior to the commencement of any remedial action report to the Company, 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.

8.2.5 The Contractor shall collate, provide and keep records of (and shall inform the Company 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

8.3.1 Following an incident or near miss, the location should whenever possible be left untouched for inspection as instructed by the Company or authorities. Until the inspection has been conducted, the Contractor shall not remove or repair damaged items.

8.3.2 If good working practices, safety considerations, or other relevant circumstances preclude a delay in removal or repairs, it is imperative that the Contractor 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

- 8.4.1 The Contractor shall co-operate with and provide all reasonable assistance to any investigations by the Company, any authority and any Incident Investigation Team.
- 8.4.2 The Contractor shall make available for inspection all objects and site specific reports, including permits, work related manuals, equipment and traces.
- 8.4.3 The Contractor shall organise that the Company 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.
- 8.4.4 The Contractor is entitled to question the findings and/or recommendations of an Incident Investigation Team, but shall when so requested by the Company or any authority, implement all recommendations and ensure that all investigative findings are fully communicated to Personnel, Subcontractors and the Company.

9. COMMUNICATION WITH EXTERNAL PARTIES ON HSSE MATTERS

- 9.1 As soon as reasonably possible, the Contractor shall inform the Company of any notifications on HSSE Matters to and from any authority or official bodies. Unless otherwise approved by the Company, the Contractor 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 The Company may instruct the Contractor 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.

* * *