


EXHIBIT A – CONTRACTOR HSE REQUIREMENTS

	CONTRACTOR HSE REQUIREMENTS	Review Date: <i>September 2022</i>
		Rev. 4
Owner: <i>Manager, Health & Safety Operations</i>	Approved By: <i>Manager, Health & Safety Operations</i>	Review Frequency: <i>3 years or less</i>
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Any references in this Exhibit to “Company” shall also mean “Purchaser” and to “Contractor” shall also mean “Vendor” as the context requires.

1. HSE COMMITMENT

Company is committed to creating a safe working environment and maintaining the highest environmental standards in the performance of its operations. Company considers HSE performance to be a cornerstone of its business. Meeting the commitment to HSE excellence is a responsibility shared by everyone working with Company, including Contractor and Subcontractors.

Contractor maintains primary responsibility for the safety of personnel of members of Contractor Group while performing Work.

2. GENERAL APPLICATION

Contractor shall ensure that all requirements of this Exhibit are communicated to and complied with by all members of Contractor Group.

Unless expressly stated below, or expressly stated in a Call-Off Order, compliance with the requirements of this Exhibit by Contractor and other members of Contractor Group shall be solely at Contractor's expense and at no cost to Company.

3. ADDITIONAL DEFINITIONS

In addition to the terms defined in the Agreement, the following additional or alternatively defined terms are used in this Exhibit:

"Bridging Document" shall mean the document used to align Contractor's and Company's "Safe Work" documents, standards, policies, procedures, and practices, which shall be agreed upon between the Parties after execution of the Agreement, but prior to the commencement of any Work at a Site. The form of "Bridging Document" is attached hereto as Attachment A-1.

"Contractor" - An individual or organization performing work for the Company, following an executed agreement.

"Company Entity" - The Company business unit, project team or other organization that engages a Contractor to perform a scope of work.

"Contractor Group Personnel" shall mean all individuals employed by or under contract with Contractor or a member of Contractor Group who are engaged in the performance of the Work.

"Contractor Sponsor" - Employee that has the day-to-day management responsibility for Contractor.

"Contract Owner" - The budget holder directly responsible for the performance of an Agreement/Contract, or his/her delegate, generally in the line organization.

"Contract Representative" - The Supply Chain individual with direct responsibility for Supply Chain management/administration of an Agreement/Contract.

"Control of Work" - System or systems of work agreed within the organization such that all necessary steps and conditions are carried out in order to keep the work safe.

"HSE Execution Plan" shall mean the documents prepared by Contractor which list the HSE processes, procedures, and actions which will be undertaken by Contractor (and other members of Contractor Group, if applicable) to prevent any Incidents from occurring during the performance of the Work. The HSE Execution plan shall not be a replication of the contents of the management system(s) documentation to be used for the contracted scope of work. It shall describe and demonstrate how this system will be implemented within the Contract scope.

"HSE Leadership Training" - A Training program that contains an introduction to ConocoPhillips HSE Culture, Leadership Expectations, and safe work tools, that includes Contractors and Subcontractors.

"HSE Management System" or **"HSE MS"** shall mean the systems, governance, processes, procedures, policies, and practices adopted to govern and ensure safe performance of the Work and minimize impact of the Work on the environment.

“Incident” shall mean an event or near miss, arising in relation to any of the property or members of Company Group or Contractor Group, which resulted in or may have resulted in Personal Injury, damage to or loss of property, damage to the environment, or process loss.

“JHA” or **“Job Hazard Analysis”** shall mean the job hazard analysis that Company may require Contractor to conduct in connection with the Work.

“Key Performance Indicator” or **“KPI”** shall mean each of the leading or lagging indicators or metrics that Company and Contractor use to monitor HSE performance trends.

“Life Saving Rules” shall mean the nine (9) life-saving rules that Company has adopted and that are designed to focus HSE efforts onto preventing the common causes of Incidents in the oil and gas industry, described in more detail in Attachment A-2.

“Personal Protective Equipment” or **“PPE”** shall mean the protective clothing, hard hats, gloves, goggles, or other garments or equipment designed to protect the wearer's body from injury.

“Site” shall mean any location owned, solely or jointly, or controlled by Company where any Work is to be performed.

“Subcontractor” - Any company engaged by Contractor or another Subcontractor of any tier to perform any part of the work.

“SUBAP” shall mean Company's “Contractor Substance Abuse Policy Requirements”, designed to promote and enhance safety at Sites through the enforcement of drug and alcohol testing and use policies, and attached hereto as Attachment A-3;

“RTR” or **“Right to Refuse”** shall mean the authority of Contractor and all Contractor Group Personnel, pursuant to Section 13 herein, to stop Work if an unsafe act is taking place or an unsafe condition exists.

“Waste” shall mean a substance or mixture of substances generated from or associated with the Work that has chemical, physical, and toxicological properties which require it to be managed, handled, treated, transported, and disposed of in accordance with Applicable Laws, in order to protect human health and the environment. The term “Waste” includes: hazardous waste, industrial waste, dangerous oilfield waste, non-dangerous oilfield waste, and produced water.

4. ATTACHMENTS

The following attachments are incorporated by reference in this Exhibit:

Attachment A-1 – Bridging Document

Attachment A-2 – Life Saving Rules

Attachment A-3 – Process Fundamentals

Attachment A-4 – Contractor Substance Abuse Policy Requirements

Attachment A-5 – Company Personal Protective Equipment (PPE) Standard

5. GENERAL HSE REQUIREMENTS

- 5.1. This Exhibit is supplementary to any HSE Site-specific requirements of any Call-Off Order.
- 5.2. Contractor shall have a documented corporate HSE policy. Contractor shall document the name, title, and experience of the most senior person in the organization responsible for ensuring that this policy is observed. Contractor shall also document who has overall and ultimate responsibility for HSE matters within its organization.
- 5.3. Contractor is expected to have independent knowledge and expertise to manage the health, safety, and environmental aspects required to perform the Work. Nothing contained in this Exhibit is intended to affect, or shall be construed as affecting, the independence of Contractor or Contractor's responsibility for all health, safety, and environmental aspects of performing the Work.
- 5.4. Contractor shall obtain for itself a full understanding of the Work to be performed, including operations that may pose a hazard to persons, property, or the environment. Contractor shall, using its own experience and knowledge, ascertain that the Site is safe for the proposed Work before commencing Work.
- 5.5. Contractor shall maintain its own documented HSE MS, as further described in Section 7 herein.

- 5.6. Company and Contractor shall develop and document an agreed health, safety, and environment coordination procedure in a Bridging Document, described in further detail in Section 15 below, in the form attached as Attachment A-1 or such other form as agreed by the Parties. Contractor and Company shall each review the other's health, safety, and environment plans, policies, and procedures, and Contractor shall prepare a Bridging Document to define the governing policies and procedures, and to establish clear roles and responsibilities between Contractor and Company in respect of the Work to be performed under a Call-Off Order. Contractor shall comply with the specifications outlined in the Bridging Document and ensure that any information pertinent to Subcontractors' activities is provided to Subcontractors, with compliance to be monitored and enforced by Contractor. Except as otherwise expressly provided, the guiding principle for any Bridging Document shall be that Contractor's HSE MS will apply to the Work and, at a minimum, meet or exceed Company's requirements.
- 5.7. Contractor shall undertake reasonable steps to ensure all Contractor Group Personnel are made aware of and comply with the governing procedures and programs established in any Bridging Documents. In the event of any conflict between Contractor's HSE MS, Company's HSE MS, and this Exhibit, the relevant Bridging Document shall control. Under no circumstances shall this Exhibit be construed or interpreted to alter, amend, or waive the liabilities assumed or the Indemnities granted by the Parties in the Agreement.

6. KEY EXPECTATIONS FOR CONTRACTOR GROUP PERSONNEL

- 6.1. Recognizing that its Contractors play a vital role in Company's ability to be an industry leader in HSE performance, Company strives for continuous improvement in its HSE program and has established "key expectations" for all personnel working on Sites (including personnel of the members of Company Group), set out in Section 6.2 below.
- 6.2. All personnel working at a Site shall comply with the following, as identified as applicable in a Call-Off Order or a Bridging Document, or made applicable by Applicable Laws:
 - 6.2.1. participate in on-site safety programs, meetings, inspections, etc., as applicable;
 - 6.2.2. correct hazardous situations immediately if it is within the individual's capability to do so and can be done safely; otherwise, stop the job and notify the senior representatives of Contractor and Company
 - 6.2.3. in the event of an Incident, notify a Company representative/ supervisor immediately;
 - 6.2.4. use appropriate PPE to conduct Work safely;
 - 6.2.5. be familiar with Site-specific emergency procedures and follow those procedures during an emergency;
 - 6.2.6. maintain good housekeeping practices, including proper storage, handling, and disposal of all Wastes;
 - 6.2.7. comply with all applicable environmental programs and practices;
 - 6.2.8. practice job safety planning in order to work without risking injury to oneself or others;
 - 6.2.9. ask for clarification or help before conducting any task if the work procedures, work layout or job requirements are not known or are unclear; and
 - 6.2.10. be familiar with the Life Saving Rules as they apply to the Work.

7. HSE MANAGEMENT SYSTEM

- 7.1. Contractor shall:
 - 7.1.1. have a comprehensive and documented HSE MS in place which, at minimum, conforms to Applicable Laws, such system to include the following: a focus on continuous HSE performance improvement through auditing;
 - 7.1.2. definition of roles and responsibilities, lines of communication, HSE goals, performance measures, and accountability;
 - 7.1.3. requirement for the use of qualified and trained personnel in all aspects of operations

and HSE MS management; and

- 7.1.4. assurance system to ensure that equipment and tools are designed, constructed, monitored, maintained, and operated in accordance with applicable industry standards and regulations.
- 7.2. Contractor shall ensure that all Contractor Group Personnel are aware of, trained on, and competent in all aspects of Contractor's HSE MS, any Bridging Document(s), the Life Saving Rules, and Company's HSE MS as it relates to the Work performed on behalf of for Company. Company may review any aspect of Contractor's HSE MS and may provide suggestions for improvement and areas of focus to achieve a zero Incident culture at Company's Sites.

8. HSE ORIENTATIONS

- 8.1. Subject to Section 9.2, all Contractor Group Personnel performing Work shall complete an HSE orientation delivered by Company prior to entering a Site, regardless of their prior experience with that Site or generally. Such HSE orientation will include, but is not limited to, the following items: HSE signage, policies, procedures, systems, alarms, and any Site-specific hazards.

9. HSE TRAINING AND COMPETENCY REQUIREMENTS

- 9.1. Contractor Group Personnel shall have the necessary safety, emergency, and job-related training (including at a minimum: hazard identification, PPE usage, equipment operation, JHA compliance, and general knowledge of Contractor's HSE MS) and shall be competent to undertake their required duties in a safe and efficient manner prior to the commencement of Work. Contractor shall make available (or develop) job competency checklists for all personnel performing Work at a Site. Contractor shall provide a record of all Contractor Group Personnel training, job competency checklists, and certificates to Company with its HSE Execution Plan upon request.
- 9.2. At the sole expense of Contractor, Contractor Group Personnel shall complete required training as outlined in the Company Site access policy & scope of Work.
- 9.3. If relevant to the Work or identified as required by Company, Contractor Group Personnel may be required by Company to complete training in relevant topics prior to arriving at a Site, including but not limited to: H2S Alive/Awareness, Transportation/Handling of Dangerous Goods, Fall Protection, Confined Space Entry (including a practical component), Aerial Work Platform, Standard First Aid, and /or Bear Awareness. Unless otherwise expressly agreed by the Parties and documented in writing, such training shall be conducted at Contractor's sole expense.

10. HSE INFORMATION

- 10.1. Contractor shall communicate information regarding Work-related hazards and these HSE requirements to all Contractor Group Personnel. The communication of this information shall include Site orientation, training, posters, and written documents.
- 10.2. Contractor will have safety and environmental information developed and available to Contractor Group Personnel, to include, for example:
 - a. requirements of the hazard analysis referred to under Section 16 herein;
 - b. appropriate postings indicating hazardous areas, electrical classifications, location of safe welding area(s), warning and emergency signage, etc.;
 - c. simplified process flow diagrams; and
 - d. mechanical design information, including piping and instrument diagrams, electrical area classifications, equipment arrangement drawings, description of alarms, shutdown and safety systems, fire protection features, and emergency procedures, as applicable to the Work.

11. INEXPERIENCED/NEW TO SITE WORKERS

- 11.1. For any inexperienced Contractor Group Personnel performing Work (defined as those with less than one (1) year experience in a similar role, working in similar conditions), Contractor shall

have a documented program to manage the health and safety of inexperienced workers.

- 11.2. Contractor shall ensure such individuals are adequately supervised by a member of Contractor Group Personnel who is experienced in and qualified to perform the Work.
- 11.3. Contractor should ensure such personnel are conspicuously identifiable to other Site personnel (using different colored hard-hats, stickers, coveralls, or similar means of identification).

12. SUPERVISORS AND MANAGERS

- 12.1. Contractor shall ensure that its Site supervisors and managers have all required training identified in Section 9 herein ("HSE Training and Competency Requirements") and additionally have specific HSE training related to Standard First Aid, safety leadership, hazard identification, and Contractor's HSE MS.

13. RTR/ REPORTING UNSAFE WORKING CONDITIONS

- 13.1. Contractor shall establish a RTR process to ensure that all Contractor Group Personnel are aware they have not only the authority, but also the obligation, to stop Work if an unsafe act is taking place or an unsafe condition exists.
- 13.2. Contractor shall establish a process to ensure that all Contractor Group Personnel at a Site are aware that they can and should properly report unsafe conditions.
- 13.3. Should Contractor stop Work under this principle, Company's Site Representative and Contractor's management shall immediately assess the events giving rise to the Work stoppage and Company and Contractor shall mutually agree on a safe work plan prior to the re-commencement of the Work.
- 13.4. Contractor shall provide a preliminary Incident report to Company within twenty-four (24) hours of the occurrence of a Work stoppage and a full report in an agreed time between the Contractor and Company under this Section.

14. HSE EXECUTION PLAN

- 14.1. Prior to mobilization, of any Contractor Group Personnel to a Site, Contractor shall submit to Company's HSE Representative upon request an HSE Execution Plan which governs all activities required to safely execute the Work. The costs associated with preparation of an HSE Execution Plan shall be for Contractor's sole account. Should any Contractor Group Personnel be denied entrance to a Site owing to Contractor's failure to complete an HSE Execution Plan, Contractor shall bear all costs associated with such denial. An HSE Execution Plan shall include, at a minimum and without limitation, JHAs for each aspect of the Work, a detailed risk registry (including proposed mitigation plans specifically tailored to address such risks), training records and certifications of Contractor Group Personnel, the portions of Contractor's HSE MS which will govern performance of the Work as specified in any Bridging Document(s), and any required PPE. Should the Contractor's Work scope change, Company shall receive an updated HSE Execution Plan for review by the Company HSE Representative.

15. HSE INTERFACE AND BRIDGING DOCUMENT

- 15.1. When Company requires their completion, Bridging Documents shall contain, at a minimum, the following:
 - 15.1.1. a matrix which indicates which portions of Company and Contractor's HSE MS apply during the Work, in the form attached hereto as Attachment A-1;
 - 15.1.2. a corrective action plan in order to address gaps and deficiencies identified by Company in Contractor's HSE MS if those gaps and deficiencies cannot be addressed in the Bridging Document itself; and
 - 15.1.3. Contractor's specific safety programs, processes, and procedures corresponding to the Life Saving Rules.
- 15.2. Contractor shall be responsible for ensuring that interface arrangements and requirements of any corrective action plan necessary to ensure adherence to the Bridging Document(s) are communicated to Contractor Group Personnel.

16. JOB HAZARD AND ENVIRONMENTAL ANALYSIS

- 16.1. When requested to do so by Company or when required by a Call-Off Order, prior to the commencement of Work, Contractor shall provide Company a risk-assessed JHA with adequate controls and mitigations to ensure the safe and environmentally sound execution of the Work.

The JHA shall be submitted with the HSE Execution Plan and reviewed regularly by Contractor and Company's HSE Representatives or Site Representatives.
- 16.2. Contractor shall ensure that JHAs are accessible to all Contractor Group Personnel who may be impacted by the risks identified in the JHA, and that the JHA is reviewed prior to commencement of the Work by all Contractor Group Personnel engaged in the Work.
- 16.3. In addition, Contractor must demonstrate that the JHA is regularly reviewed and updated as modifications to the design, procedures, or HSE MS occur.
- 16.4. JHAs shall identify specific Work risks and assign specific risk mitigation measures.
- 16.5. JHAs shall be developed in respect of specific tasks and shall be written to be easily understood by the individuals assigned to the job tasks. It is expected that when a job changes or individuals performing the job change, the job will be stopped, and a revision to the JHA will be undertaken before Work resumes.
- 16.6. Contractor will communicate JHAs to ensure that all affected Contractor Group Personnel are fully informed of potential hazards and have been provided all equipment, tools, and PPE identified in the relevant JHA. Copies of a JHA shall be retained at the relevant facility for thirty (30) days after the performance of Work associated therewith and available to Company for two (2) years from use of the JHA.

17. EMERGENCY RESPONSE AND EVACUATION PLANS

- 17.1. Company (and/ or its contractors) will have in place an overall emergency response plan or contingency plans. Contractor shall become familiar with the Site evacuation procedures and emergency response plans and participate in all Site emergency drills in accordance with Applicable Laws and Company's emergency response plan. Such participation shall be at no additional cost to Company.
- 17.2. Contractor shall develop emergency response plans that bridge to the Company emergency response plan. If requested, Contractor shall provide copies to the Company HSE Representative.
- 17.3. Contractor shall provide its emergency response plan, as well as any associated Bridging Document(s), to all Contractor Group Personnel to ensure familiarity with the appropriate emergency response procedures.
- 17.4. Contractor shall provide Company's HSE Representative a self- assessment of Contractor Group Personnel's performance, with areas of improvement identified, within three (3) days of any Site emergency evacuation or drill.
- 17.5. Company shall document and post a medical evacuation procedure for urgent and non- urgent occurrences, visible to all personnel, Invitees, and other persons entering the Site.

18. HSE MEETINGS

- 18.1. Contractor shall:
 - 18.1.1. upon request and prior to the commencement of activities, attend a pre-work safety meeting with Company representatives ensuring at a minimum that a representative for each of Contractor's HSE, operations, and management functions is in attendance;
 - 18.1.2. conduct job-specific HSE meetings and conduct "toolbox" meetings at individual work locations before commencement of daily activities;
 - 18.1.3. conduct job-specific HSE meetings specifically to address critical or particularly hazardous Work prior to commencement of such Work, with the fact and content of such meetings being documented, and with copies of such documentation being

available to the Company Site Representative upon request;

- 18.1.4. attend performance review meetings and Company HSE meetings with Company on a frequency to be determined by Company; and
- 18.1.5. if requested by Company, participate in a post-contract performance review to assess the performance of Contractor against the requirements of the Agreement, the documents referenced in any Bridging Document(s), any corrective action plans (including the use of continuous action plans), and to generate ideas for improvement to Company's HSE MS.

19. REPORTING, RECORDS AND DOCUMENTATION

- 19.1. Contractor shall have a document control process that allows for the timely extraction of records and documents as part of Contractor's HSE MS. Contractor shall ensure that all HSE MS documents are kept in accordance with the record keeping requirements of Applicable Laws and any requirements stipulated in the Agreement or a Call-Off Order.
- 19.2. Contractor shall implement an HSE performance monitoring program, which will include analysis of leading and lagging HSE KPIs and shall provide HSE performance reports at such frequency as requested by Company.
- 19.3. Within thirty (30) days from the Effective Date, Company and Contractor shall agree on KPIs, the format of a KPI report, and the required attendees at HSE performance review meetings in respect of each Call-Off Order.
- 19.4. Company expects Contractor to commit to the continuous improvement of its HSE MS and to strive improve its safety performance. It is Company's expectation that Contractor shall ensure that its senior management, line management, and all field supervisory personnel actively coach and mentor Contractor Group Personnel.
- 19.5. Reporting requirements of Contractor shall be specified by Company in respect of the Agreement or a particular Call-Off Order and may include:
 - 19.5.1. Contractor Group Personnel on board/ on Site (daily/monthly);
 - 19.5.2. number of new personnel safety briefings or other HSE-related training;
 - 19.5.3. safety meetings (topics);
 - 19.5.4. pre-tour meetings (summary);
 - 19.5.5. self or cross audits or other HSE inspections;
 - 19.5.6. number and percentage of short service employees (< 6 months);
 - 19.5.7. JHA and environmental analyses reviewed;
 - 19.5.8. non-compliant JHAs;
 - 19.5.9. behavior-based safety observations;
 - 19.5.10. unsafe conditions reported;
 - 19.5.11. unsafe behaviors reported;
 - 19.5.12. non-compliant permit to work orders;
 - 19.5.13. RTR actions;
 - 19.5.14. lost time Incidents, restricted work cases, medical treatment cases, environmental Incidents, first aid cases, near misses, good catches, regulatory agency visits; and
 - 19.5.15. drills completed.
- 19.6. Contractor shall provide certification and skills training information upon request; and, when required to do so by Company, shall submit quarterly key performance indicators, to enable Company to monitor Contractor's HSE performance.
- 19.7. When requested to do so by Company, Contractor shall submit HSE policies and procedures

for Company's review.

- 19.8. Contractor shall submit, when requested by Company, Contractor Group Personnel exposure hours for Work that has been conducted at a Site.
- 19.9. Contractor shall implement a leading indicator method of measuring HSE performance by, among other items, focusing on reporting near misses, and implementing enduring corrective actions.

20. HSE INSPECTIONS AND AUDITS

- 20.1. Contractor shall conduct regular HSE inspections and reviews of the Work and, insofar as they are related to the Work, of its premises and equipment, and shall submit documentation of the inspections and reviews to Company's HSE Representative upon request. Company may request Contractor to self-inspect and review its Work or premises as described above at any time during the performance of the Work. If requested, Contractor shall complete such requested inspections within two (2) working days.
- 20.2. In addition to any audit rights of Company under the Agreement, Company reserves the right, at any time, to independently conduct, via Company personnel or through an internal or third party auditor, HSE inspections and audits of a Site, of equipment used or to be used in the performance of the Work, and of Contractor's HSE MS to verify compliance with Applicable Laws and the Agreement (including this Exhibit). Contractor shall fully cooperate with Company or Company's third-party auditor with respect to such HSE inspections and audits.
- 20.3. Contractor has the right to have a representative be present during any such inspection or audit. Findings may be discussed with Contractor and a resulting report may be made available after it is complete. Within five (5) days of the receipt of a written report (or sooner under urgent circumstances), Contractor shall either submit a written dispute of any finding or shall submit written notice of its intent to implement corrective action in respect of findings in a timely manner and at no cost to Company.

21. MOBILE AND TEMPORARY EQUIPMENT

- 21.1. Contractor shall develop and maintain a critical equipment list and maintain the appropriate spares inventory, to be available to Company upon request.
- 21.2. Contractor shall implement a program for critical equipment mobilized to Site conforms to all Applicable Laws and Company standards. If requested by the Company, Contractor shall provide documentation to support compliance to this Section.
- 21.3. Contractor shall implement preventive maintenance programs that identify and prioritize maintenance for safety-critical items.
- 21.4. When noise levels of heavy equipment exceed occupational levels, Contractors are to identify and communicate noise levels (dBAs) to nearby crews when their equipment are in operations.
- 21.5. Contractor shall ensure its operating equipment (including vehicles, vessels, welding machines, generators, pumps, tools, etc.) is in compliance with appropriate industry requirements and Applicable Laws, is maintained in safe operating condition, and is regularly inspected.

22. COMMISSIONING AND PRE-START-UP SAFETY REVIEW

- 22.1. Contractor will have a commissioning process that ensures its new and modified equipment undergoes a systematic operational, safety, and environmental review before being utilized. Key to this review is to ensure that the appropriate HSE information and procedures are updated and that affected personnel are aware of the new information and procedures. Contractor and Company shall agree on commissioning process detailing clear roles & responsibilities specific to the Work.

23. INCIDENT INVESTIGATION AND REPORTING

- 23.1. Contractor will take the following steps to report an Incident:
 - 23.1.1. Contractor shall ensure that all Contractor Group Personnel at a Site are instructed and empowered to report all potential hazards, unsafe conditions, unsafe acts, and near misses to the appropriate supervisor or person in charge.

- 23.1.2. In the event of an Incident, a Company supervisor-level representative and Company HSE Representative shall be notified immediately, and Contractor shall take the necessary steps to rectify the situation.
- 23.1.3. Contractor shall have an Incident reporting system that is compatible with all Applicable Laws. All Incidents, Work-related injuries, near misses, occupational illnesses, environmental spills, damage to equipment, security threats, fires, explosions, toxic releases and spills, as well as any Governmental Authorities' notices of violations, warnings or compliance inspections, arising out of performance of the Work, shall immediately be reported to Company. Written preliminary incident report to Company is required within twenty-four (24) hours of the occurrence of an Incident.
- 23.2. In addition to the foregoing, Contractor shall ensure:
 - 23.2.1. its cooperation with any investigation Company undertakes; and prompt reporting of any corrective actions that Contractor will implement to prevent recurrence of an Incident;
 - 23.2.2. that corrective actions derived from an Incident are tracked and enacted
 - 23.2.3. that it meets regularly with Company to review all Incidents (or at a frequency requested by Company) to develop specific action plans to prevent Incident recurrence.
 - 23.2.4. that findings from Incident investigations are used in future hazard analyses; and
 - 23.2.5. that it has effective post-injury management policies and procedures.
- 23.3. If Contractor or a Subcontractor releases any quantity, including a "Reportable Quantity", of oil or a hazardous substance, as those terms are defined by Applicable Laws, Contractor shall immediately notify Company orally and confirm the details of such release as soon as practicable thereafter in writing.
- 23.4. Such written report shall include details as to the time, location, amount of spillage, leak, or release, and type of Incident, as well as Contractor's proposal for handling the Incident.
- 23.5. Contractor agrees to cooperate and to cause members of Contractor Group to cooperate with Company in the notification of any Governmental Authorities in respect of an Incident insofar as is required by Applicable Laws.

24. MANAGEMENT OF CHANGE

- 24.1. Contractor shall have and utilize a management of change ("MOC") process that covers replacement of Contractor Group Personnel as well as equipment, processes, and procedures.
- 24.2. Contractor will notify Company for any medium, significant, or high risk MOC action initiated by Contractor.
- 24.3. Any change of any operation that bypasses or defeats any automatic process control system component, well monitoring alarms, safety critical equipment, or any automatic fire protection system will require prior notification of Company's supervisor or Company HSE Representative.

25. LIFE SAVING RULES

- 25.1. Contractor shall proactively monitor the adherence of all Contractor Group Personnel engaged in the performance of Work with the Life Saving Rules. Should either of Company or Contractor observe a Life Saving Rule being violated, the observing Party shall determine if the non-compliance could lead to an Incident and shall immediately use its RTR to stop Work until compliance with the Life Saving Rule is achieved. The observing Party shall provide a written report to the other Party's HSE Representative within one (1) working day.

26. PROCESS SAFETY FUNDAMENTALS

- 26.1. Contractor shall proactively monitor the adherence of all Contractor Group Personnel engaged in the performance of Work with Process Safety Fundamentals as applicable.

27. ENVIRONMENTAL MANAGEMENT

27.1. Site Management

27.1.1. Contractor shall ensure that the Site is maintained in a tidy manner, and free from debris. Periodically throughout the performance of the Work, upon completion of the Work or when otherwise directed by Company, Contractor shall promptly remove any debris. Should Contractor fail to leave the Site in a clean condition, Company may deduct the costs associated with cleaning the Site from Contractor's invoices. Contractor shall obtain approval from the Company Site Representative before using any of Company's pollution control or waste disposal facilities for the disposal of any Wastes or debris originating from the Work or any members of Contractor Group.

27.2. Prevention

27.2.1. Contractor shall ensure that Contractor Group Personnel conduct the Work in a manner which: prevents, avoids, or minimizes damage to the environment, leaves the affected area in as close to its original condition as practicable, and complies with good industry practice. Contractor shall utilize drip-trays, enviro-boxes, or similar devices as necessary to minimize any potential Incidents.

27.3. Chemical/ Hydrocarbon Transfers

27.3.1. Contractor shall ensure, or implement, a chemical/ hydrocarbon transfer procedure to minimize the risk of spills or leaks of any chemicals or hydrocarbons in performance of the Work.

27.4. Storage, Use, and Labeling of Chemicals

27.4.1. Contractor shall:

- a. store any fuels, lube oils, or hazardous chemicals used during the Work securely and well away from streams and other water bodies;
- b. keep such chemicals in clearly labeled containers to identify their contents;
- c. provide secondary containment where appropriate and periodically inspect storage sites for leakage and spillage; and
- d. store explosives securely and well away from Site and camps.

27.5. Return of Chemicals

27.5.1. Upon completion of the Work, Company Site Representative may instruct Contractor how to dispose of any chemicals not consumed in the Work. Unless expressly notified by Company Site Representative, all chemicals must be kept in Contractor's stock and returned to supplier (to the extent possible) or recycled by Contractor at its own risk and cost.

27.6. Safety Data Sheets

27.6.1. All chemicals supplied by Contractor in respect of the Work must be accompanied by Safety Data Sheets ("SDS"), written in, or translated to the English language. Contractor shall instruct Contractor Group Personnel in the safe handling and use of the chemicals and provide all Contractor Group Personnel with PPE indicated on the SDS. Contractor shall ensure Contractor Group Personnel who may be exposed to such regulated chemicals use appropriate PPE.

Contractor shall keep the SDS in respect of the chemicals in a location readily available to all personnel.

27.6.2. Waste

27.6.3. Contractor shall follow the requirements of Company's Waste Management Program. When requested, Contractor shall develop and implement a waste management plan for storage, handling, identification, transportation, and disposal of hazardous and non-hazardous waste material, (including water), prior to the commencement of Work. Company may review the waste management plan at any time during the performance of the Work, and Contractor shall monitor the implementation of the waste

management plan at all times throughout the performance of the Work.

- 27.6.4. Contractor shall ensure that work sites and vehicles remain clear of all waste and debris, most notably that of which could serve as a wildlife attractant.
- 27.7. Wildlife
 - 27.7.1. Unless expressly authorized to do so by Company in a Call-Off Order, Contractor shall ensure that Contractor Group Personnel refrain from harassing, hunting, fishing, trapping, trading animals, or disturbing the wildlife in the area of the Site.
 - 27.7.2. When requested by Company, Contractor shall report all sightings of dangerous wildlife immediately to Company's Site Representative, who may, acting reasonably, stop Work if, in his or her sole determination, an Incident may occur. Contractor shall remove all impacted Contractor Group Personnel from the area and await Company instruction prior to allowing such personnel to resume the Work.

28. OCCUPATIONAL HEALTH

28.1. General

- 28.1.1. Contractor shall ensure that all Contractor Group Personnel engaged in the Work at a Site can safely perform the essential functions of their job assignment.

28.2. PPE

- 28.2.1. Contractor shall provide, at no additional cost to Company, Contractor Group Personnel with all safety equipment and PPE as defined by legislation or indicated specifically as Contractor's responsibility in an applicable Call-Off Order.

Contractors working on ConocoPhillips sites must only wear Flame Resistant Clothing (FRC) that meets the following criteria:

- a. Entire garment must be certified as FRC as defined by legislation (CGSB 155.20 or NFPA 2112) and include an external tag to indicate FR compliance.
 - b. Those contractors exposed to arc flash hazards must wear FRC appropriate to the hazard risk category (HRC-2) as defined by legislation (CSA Z462-2012† or NFPA 70E) and include an external tag to indicate arc flash compliance.
 - c. Garment stripes/bands must be compliant with CSA Z96† Class 1, Level 2 and be labelled in accordance to CSA Z96 and the stripes/bands shall include compliant retro-reflective trims meeting the CSA Z96-09 standard.
- 28.2.2. Contractor shall ensure that all PPE provided is appropriate for the nature of the risks and health hazards (including noise) to which the Contractor Group Personnel may be exposed. Unless otherwise exempted under Company procedures, PPE identified in the Company Personal Protective Equipment Standard (ALL-A0A-00-000-HST-0009) shall be worn and such PPE shall meet or exceed the requirements and specifications set out therein.
 - 28.2.3. Other PPE such as: breathing apparatus, fire-retardant overalls, harnesses, rain gear, personal gas detection monitors, chemical resistant clothing, first aid kits, and fire extinguishers shall be required as identified in the JHA, HSE Execution Plan, or in the applicable Call-Off Order.
 - 28.2.4. Contractor shall provide Contractor Group Personnel with appropriate training and certifications for the use and care of all PPE and shall maintain the PPE in good condition.
- ### **28.3. Gas Detection and Hydrogen Sulfide (H₂S)**
- 28.3.1. Contractor shall provide personal gas detectors and H₂S monitors (including the cost of calibrating, monitoring and maintenance) at no cost to Company. Contractor shall ensure that gas detectors are calibrated at all times, bump tested daily, and ensure that all Contractor Group Personnel are trained in their operation.

- 28.3.2. Gas detectors shall be worn by Contractor Group Personnel at all times, except as instructed in writing by Company Representative or in the circumstances listed in the Gas Detection Standard (ALL-HSE-PRC-170).
- 28.4. Medical Services
- 28.4.1. Unless expressly indicated in writing by Company Site Representative or expressly designated in a Call-Off Order, Contractor shall be responsible for the medical welfare of Contractor Group Personnel and shall make arrangements for medical treatment, insurance, and transport suitable for the Work and the geographical area of the Site. This may include having a qualified, medically trained person available at Site. Contractor shall have adequate backup medical support using, for example, 3rd party or local hospitals or emergency care providers. Upon request, Contractor shall provide a list of anticipated medical facilities that may be used in emergency and non-emergency situations.
- 28.5. Industrial Hygiene Program
- 28.5.1. Contractor shall have an industrial hygiene program to assess, monitor, and control potential health hazards (including noise and respiratory exposures) which may be encountered while performing Work at Site. Company may request to review and audit this program to ensure all regulatory and Company requirements are met.
- 28.5.2. The Company may ask the Contractor Group to participate in the industrial hygiene program for the Site with records being communicated to the Contractor.
- 28.5.3. Contractor shall ensure that all Contractor Group Personnel in the Work at a Site are not exposed to any health hazards in excess of the recommended exposure guidelines or standards through the implementation of control methods, including engineered controls, process controls, and PPE requirements to avoid exposure to such health hazards.
- 28.6. Substance Abuse Requirements
- 28.6.1. Contractor shall ensure that all Contractor Group Personnel comply at all times with Company's SUBAP (Attachment A-3 to this Exhibit) while at a Site, while performing any Work at Site, while in transit on Company-arranged transportation methods, or while in Company-provided lodging.
- 28.7. Prohibited Actions
- 28.7.1. Company prohibits the possession of prohibited items including construction areas, living quarters, office facilities, storage facilities, vehicles, luggage and all associated properties.
- 28.7.2. While at Site, travelling to or from Site (including utilization of Company-provided air or ground transportation, or at Company-provided lodging), Contractor shall ensure that Contractor Group Personnel do not:
- a. Weapons, including firearms, ammunition, and illegal knives.
 - b. Alcohol.
 - c. Illegal drugs, marijuana, products containing THC (i.e. edibles), controlled substances, and/or drug paraphernalia which includes devices intended to alter or mask results of a drug test.
 - d. Prescription drugs, without a valid prescription.
 - e. Stolen property, property being transported without proper authorization and unauthorized proprietary information.
 - f. possess, demonstrate, or display gang-affiliated materials, signs, paraphernalia, or clothing.
- 28.7.3. Fitness for Duty

Contractor shall ensure their workers are fit for duty . Fit for duty is defined as a condition in which a worker's physical, physiological, and psychological state enables to perform assigned tasks safely.

29. REMOVAL FROM SITE AND DISCIPLINARY ACTION

- 29.1. Company reserves the right to require Contractor to remove any Contractor Group Personnel if in Company's sole opinion any Contractor Group Personnel is performing unsafe work practices; is not complying with Applicable Laws, documents identified in a Bridging Document, good industry practice, or the terms of the Agreement (including this Exhibit); or is not competent to perform the Work in a safe and diligent manner.
- 29.2. Notwithstanding the foregoing, Contractor shall retain all authority and control over Contractor Group Personnel.
- 29.3. When Company does not exercise its right to have Contractor Group Personnel removed per Section 28.1 above, Company may require that Contractor provide a summary of disciplinary action taken against the offending personnel to Company's Site Representative within forty-eight (48) hours of Company's request for same.

30. EXPERIENCE TRANSFER

- 30.1. Formal requirements for HSE experience transfer are to be documented. Sufficient time and resources are to be provided to facilitate systematic improvement.
- 30.2. Transfer of HSE experience is to form part of Contractor's close-out report to Company. This report is to be prepared concurrently with the Work, and as a minimum is to address the following:
 - 30.2.1. How Contractor's HSE programme has functioned (when such a programme has been drawn up);
 - 30.2.2. Unforeseen problems — how these were overcome and recommended future approaches;
 - 30.2.3. Underlying causes of personnel injuries and work-related illness, and how such cases have been followed up;
 - 30.2.4. Positive HSE aspects which should be considered for future activities;
 - 30.2.5. Any damage to equipment, and recommendations on avoiding similar damage in future operations;
 - 30.2.6. Suggested improvements to work routines.
- 30.3. The current status of the above items is to be discussed with the Company Representative at regular experience transfer meetings.

31. CONTACT INFORMATION

- 31.1. The Company HSE Representative, Company Site Representative, Contractor HSE Representative, and Contractor Site Representative referred to in this Exhibit shall be identified in individual Call-Off Orders, together with their contact details.

Attachment A-1 – Bridging Document

EXECUTIVE SUMMARY

This document is designed to clearly align the Contractor and Company HSE documents, standards, policies, procedures, and practices in connection with the performance of Work.

Process

When requested to do so by Company, Contractor's HSE Representative will be required to compare Contractor's HSE MS documents to Company's equivalent HSE MS documents to determine which of the two Parties' standards, policies, procedures, and practices will be used in connection with the performance of Work. The ConocoPhillips HSE Bridging Procedures can be accessed online at <https://www.conocophillips.ca/vendor-relations/hse-bridging-procedures/>. Should the link be broken or file be missing, please request a copy from the Company HSE Representative.

In some cases Contractor may be required to follow both its and Company's HSE MS documents, resolving any conflicts in favor of the document(s) with the higher standard. Company may require that Company's Bridging Document be completed between Company and Contractor to define which procedures take precedence and, insofar as is required, corrected at a "Pre-Mobilization HSE Kick-Off Meeting" conducted in advance of the start of Work.

Where Company requires and requests them, Contractor's HSE MS documents relevant to the performance of the Work shall be provided to Company. Such documents can be provided with Contractor's HSE Execution Plan.

Governance & Modifications

The Company Site Representative may specify additional Company practices, policies, and procedures, other than those listed in the table below. These requirements may be specific to particular Work and Sites, or may be "standing" requirements that apply to all Work.

Subject to Company's internal policies, a Company representative (of at least supervisor level) may also waive the requirements of this Bridging Document for specific Work at a specific Site. Such a waiver shall be valid only if issued in writing and shall not be a "standing" waiver; that is, it should not be construed to apply to other Work or Sites.

Life Saving Rules



Bypassing Safety Devices



Confined Space Entry



Working at Heights



Lifting Operations



Process/Mechanical/
Electrical Isolations



Excavation



Work Permits



Driving Safety



Line of Fire

Introduction

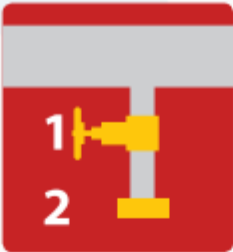







ConocoPhillips' Life Saving Rules are integrated into Company's HSE Management System and must be complied with when performing work on behalf of Company. Contractors' equivalent programs may be substituted for the Life Saving Rules provided they meet the minimum requirements associated with each rule and are approved by Company's HSE Department.

Contractors are expected to:

- apply Life Saving Rules to their work activities;
- train their employees on the Life Saving Rules minimum requirements as they apply to their work activities;
- proactively monitor adherence to the Life Saving Rules through on-site verification, auditing, or observations; and
- not modify or change the Life Saving Rules icons.

Copy of the ConocoPhillips Life Saving Rules program can be accessed online at <https://static.conocophillips.com/files/resources/life-saving-rules-minimum-standards2020.pdf>. Should the link be broken or file be missing, please request a copy from the Company HSE Representative.

Attachment A3 – Process Safety Fundamentals

<p>Use two barriers for hydrocarbon vents and drains.</p>			<p>Follow an approved change management process prior to altering process systems (even if temporary).</p>
<p>Do not leave critical draining and transfer operations unattended.</p>			<p>Verify for complete tightness after installation or maintenance work.</p>
<p>Know the condition of your safety devices. Risk assess any impairments or deferrals.</p>			<p>Ensure equipment is pressure-free, drained and properly isolated before starting work.</p>
<p>Walk the line. Verify and validate any line-up change.</p>			<p>Ensure effective well isolation, with at least two barriers, when working downstream of a well.</p>

Introduction

ConocoPhillips' Process Safety Fundamentals (PSFs) are simple, actionable, good operating practices developed to improve process safety awareness and create discussions in the field.

Contractors are expected to:

- apply familiarize themselves with ConocoPhillips Process Safety Fundamentals;
- train their employees on the Process Safety Fundamentals as they apply to their work activities;
- proactively monitor adherence to the Process Safety Fundamentals through on-site verification, auditing, or observations; and
- not modify or change the Process Safety Fundamentals icons.

Copy of the ConocoPhillips Process Safety Fundamentals program can be accessed online at [19-0389 HSE Process Safety Poster_11-15_no-bleed \(conocophillips.com\)](#). Should the link be broken or file be missing, please request a copy from the Company HSE Representative.

Attachment A-4 – Contractor Substance Abuse Policy Requirements

As a responsible employer, Company has a compelling interest in promoting and enhancing safety in the workplace. Company has implemented a Substance Abuse Policy (SUBAP) directed at protecting the workplace environment and the health and safety of employees, co-workers, contractors, subcontractors, and the general public. SUBAP combines drug and alcohol testing with education, supervisor training, and access to assistance.

One objective of SUBAP for our employees and contractors is to minimize the risks associated with work performance at ConocoPhillips owned and operated sites. This policy requires drug and alcohol testing under certain conditions and restrictions regarding the use and/or possession of alcohol, drugs (including marijuana), and prescription or over-the-counter medications, while on Company Sites.

Company requires contractors with which it does business to have in place a drug and alcohol policy that materially meets the provisions of our SUBAP.

For the purposes of this policy, “contractors” include employees of contractors and their subcontractors and “Company Sites” include Company vehicles. As a minimum, contractors will be required to comply with the following testing requirements.

Testing Options (Drug and Alcohol)

Pre-Access – Drug and alcohol testing of contractors working for ConocoPhillips is required to gain and maintain access to Company Sites on an annual basis.

Reasonable Cause Testing – A contractor will be tested for alcohol and/ or drug use when a Company supervisor or other official makes observations which form a reasonable basis for suspecting that the contractor is in breach of SUBAP.

Post-Incident – Drug and alcohol testing of a contractor may be required within a designated time period after an accident or incident.

Collection of Specimens and Analysis

Where testing is required, a designated drug testing company will collect and process urine or oral specimens for drug testing. All testing must meet or exceed the guidelines and standards of the Substance Abuse and Mental Health Services Administration, which is the certifying agency for forensic drug testing laboratories in Canada and the United States. Drug testing shall be used to detect the presence of marijuana, cocaine, amphetamines, opiates, and phencyclidine (5 panel drug testing).

Alcohol screen testing will be with an approved saliva tester or breath test. All alcohol screen tests of 0.02 or higher will be confirmed with an approved Evidential Breath Testing Device.

Prohibitions:

Alcohol & Marijuana Use

All contractors are expected to be fit for duty when reporting for work and to remain fit for the duration of the workday. This means that contractors must not be impaired by alcohol or marijuana. Furthermore, contractors shall not have alcohol or marijuana in their possession or consume it during the workday excepting special instances where allowed (e.g., certain corporately sanctioned functions for alcohol only. Marijuana will not be permitted in any circumstances).

Alcohol Concentration: No contractor shall report for duty or remain on duty while having a confirmed alcohol concentration of 0.02 or greater. No supervisor who knows or has reasonable grounds (based on observation) to believe, that a contractor has an alcohol concentration of 0.02 or greater shall permit the person to perform or continue to perform his or her duties.

Marijuana Concentration: No contractor shall report for duty or remain on duty while having a confirmed marijuana concentration of 50 ng/ml or greater in the case of urine testing or 2 ng/ml in the case of oral testing. No supervisor who knows or has reasonable grounds (based on observation) to believe, that a contractor has a marijuana concentration equal to or greater than the above thresholds shall permit the person to perform or continue to perform his or her duties.

On Duty Use: No contractor shall consume alcohol or marijuana while performing work. No supervisor having knowledge that a contractor is consuming alcohol or marijuana while performing work shall permit that person to perform his or her duties.

Pre-Duty Consumption: No contractor having a blood alcohol level exceeding 0.02 or a marijuana level exceeding 50 ng/ml of urine or 2 ng/ml of saliva shall perform any work-related function. No supervisor having actual knowledge that a contractor has consumed alcohol or marijuana and has, or is likely to have, a blood alcohol level or a marijuana level exceeding the thresholds above and is performing work on a ConocoPhillips site shall permit that contractor to continue.

Use Following an Incident: No individual required to take a post-incident drug or alcohol test shall use drugs or alcohol for eight hours following the incident, or until he or she undergoes a post-incident alcohol test, whichever occurs first.

Drug Use

All personnel of Company contractors are expected to be fit for duty when reporting for work and to remain fit for the duration of the workday. This means that contractors must not be impaired by marijuana, illegal drugs, and if taking prescription drugs, the drugs must not inhibit their ability to perform their job functions. Further, contractors may not have marijuana, illegal drugs or have drug paraphernalia in the work place.

No contractor shall report for duty or remain on duty after having used any drug, except when the use of the drug is pursuant to the instructions of a licensed medical practitioner. The medical practitioner must have confirmed that the drug will not adversely affect the contractor's ability to work safely at the job site. If a licensed medical practitioner advises the contractor that the substance will affect his or her ability to work in a safety sensitive position, the contractor will notify his or her supervisor.

No supervisor having actual knowledge or a reasonable belief that any contractor has used drugs shall permit that person to perform or continue to perform work, except when the use is pursuant to the instructions of a licensed medical practitioner and they are fit for duty. The licensed medical practitioner must have advised the contractor that the substance will not adversely affect the contractor's ability to work at the job site.

No contractor will intentionally misuse prescription or over-the-counter medications in such a manner as to render him or her unfit to safely perform their duties.

Refusal to Test

No contractor shall refuse to submit to a post-incident, reasonable cause, or pre-access alcohol or drug test. No supervisor shall permit any contractor who refuses to submit for required testing to perform or continue to perform work. Any contractor who refuses to submit to a required test will be relieved of their duties, referred to a substance abuse program for assessment, and may face disciplinary action. Any contractor who tampers or attempts to tamper with a test sample or obstructs the testing process will not be allowed to work on a Company site.

Fitness for work/ Use of drugs and/ or alcohol

Possession, use, or offering for sale of alcohol, drugs (including marijuana), or drug paraphernalia on Company Sites is prohibited.

Fitness for duty standards require that contractors be capable of performing work functions in a safe and efficient manner.

To ensure the safety of our operations, any individual testing positive (above established levels) for drugs (including marijuana) or alcohol, will be removed from the site and will be denied access until he or she has fulfilled the obligations required under a contractor's SUBAP. At a minimum, any returning contractor who had a positive test result may be assessed by a substance abuse professional, comply with recommendations, and have a negative return to duty test.

Attachment A-5 – Company Personal Protective Equipment (PPE)

Copy of the Personal Protective Equipment Standard can be accessed online at <https://static.conocophillips.com/files/resources/personal-protective-equipment.pdf>. Should the link be broken or file be missing, please request a copy from the Company HSE Representative.