

Work Health and Safety Requirements

1. **Definitions.** Capital words used but not defined in these Work Health and Safety Requirements ("Requirements") have meanings assigned in other Contract Documents.
Activities means, as applicable, Goods, Services, and/or Work.
Company means South32 Hermosa Inc.
Contractor means the counterparty to Company under the Contract.
Non-Specialist Contractor means one identified in the Contract or SOW as a Non-Specialist Contractor.
SHMS means written safety and health management system which includes without limitation procedures, plans, rules, and requirements to manage health, safety, and other workplace risks to minimize and mitigate injury, illness, and property damage.
Specialist Contractor means one identified in the Contract or SOW as a Specialist Contractor.
2. **General.** If Contractor is a Non-Specialist Contractor, then Contractor shall, and cause Contractor's Personnel to: comply with these Requirements, safety and health Law, Company's SHMS requirements as they may be changed from time to time, including without limitation speed limits, personal protective equipment, and blood and alcohol testing requirements, and any third-party SHMS which applies in certain areas of the Project or Site; maintain a safe and healthy working environment while performing Activities by taking all precautions required to ensure safety and health of the public, property, Contractor's Personnel, and Company's Personnel, and any third-party performing work on the Project or Site; not disturb, impede, or obstruct the activities of Company, Company Personnel, or any third-party performing work on the Project or Site; promptly notify Company of any Unsafe Condition and comply with directions of Company regarding an Unsafe Condition or Contractor's non-compliance with these Requirements; ensure all Contractor Personnel performing Activities are sufficiently trained, qualified, and skilled to timely and safely perform Activities, including without limitation by obtaining required permits, licenses, or permissions; cooperate with any safety and health monitoring, investigation, assurance, and/or audit relating to Activities by Company or third-parties identified by Company, including without limitation by providing information, access, and assistance to Company, Company Personnel, and such third-parties.
3. **Specialist Contractor.** If Contractor is a Specialist Contractor, then Contractor shall comply with the requirements of a Non-Specialist Contractor under clause 2 of these Requirements and:
 - (a) Contractor: has, compared to Company, equal or superior technical knowledge, skill, experience, qualification, and/or license regarding Activities ("Technical Expertise"); has Technical Expertise to assess Activity risks and timely and safely perform Activities; and is responsible for ensuring safe and timely Activities performance.
 - (b) Before performing Activities, Contractor shall submit to Company for Company's review and approval a SHMS according to Company's mobilization checklist, as it may be changed from time to time. Contractor shall not perform Activities until Contractor's SHMS is approved by Company in writing. Contractor shall promptly make any revisions to Contractor's SHMS which Company requests. Contractor's SHMS shall include without limitation the following, each of which shall reference appropriate standards, procedures, and processes to align as a system: a safety and health management plan; industrial health management plan; task-based safe Activity procedure and instruction plan; risk management plan; risk register, and assessment; emergency management plan; onboarding and training plan; plan to safely address all interacting and interfacing risks affecting Activities; and a plan to ensure safe and secure means of entering and exiting areas where Contractor performs Activities. Contractor's SHMS shall meet or exceed requirements of Company's SHMS and Law, but in any event, Contractor shall perform Activities in accordance with the highest applicable standard of care. Contractor shall, and cause its Personnel to, perform Activities in accordance with, and third-parties who enter Site to comply with, Contractor's SHMS approved by Company in writing.
 - (c) During Activities performance, Contractor shall always maintain a written assurance report in form determined by Company under which Contractor certifies to Company, based on accurate supporting data gathered by Contractor, Contractor is in compliance with these Requirements ("Assurance Report"), including without limitation, Law relating to safety and health, Contractor's SHMS, Company's SHMS, and any third-party SHMS which applies in certain areas of the Project or Site. On request by Company, Contractor shall provide Company with the Assurance Report and supporting data.