

SAFETY CLAUSE

HEALTH & SAFETY GUIDELINES FOR CONTRACTORS

This clause provides a set of basic requirements resulting from internal regulations of Inowrocławskie Kopalnie Soli SOLINO S.A., as well as guidelines and standards of PKN ORLEN OHS Office for ORLEN Capital Group, such as M2 Standard for Contractor Health & Safety Management.

I. MUTUAL COMMITMENT

Inowrocławskie Kopalnie Soli SOLINO S. A and the Contractor shall comply with the following general principles while performing contracts:

1. Orientation towards the goal: Avoid Damage to People and Property.
2. Reasonable use of materials and energy.
3. Leadership in promoting best industry practices.
4. Management of occupational health and safety, fire safety and process safety issues with the utmost care and commitment of all employees. In this way the parties shall strive to be proud of the results, thanks to which they win the trust of Customers, Shareholders and the general public, contributing to sustainable development.

II. GUIDELINES

1. This Safety Clause applies to all Contractors engaged in activities carried out for the Company, excluding service providers operating at a negligible level of risk and safety hazards, e.g. consultancy and other business service providers, admin support, legal, tax and financial services, minor after-sale maintenance (except for machines and equipment covered by the Machine Directive).
2. The Contractor undertakes to make sure that any subcontractors engaged by the Contractor for its scope abide by these Guidelines.
3. Each Contractor is obliged to provide the contract coordinator with a request for training with necessary supporting documents specified below, no later than 5 days before the Contractor enters the premises of the Company. Only subcontractors approved by the Client/Project Owner to take part in the performance of the contract may be referred for training.
Training requests can be sent by e-mail to: bhp@solino.pl
4. Building and construction Contractors are obliged to provide a Health and Safety Plan (HASP) and – if the works involve subcontractors – a Construction Method Statement (CMS).
5. All trade works anticipated in the project/work package should have Safe Work Instructions (SWI), and if the site is located at a mining facility, the SWI must be approved by the Mining Operations Manager (MOM) and by the Client/Project Owner in terms of OHS and fire safety.
6. By accepting this Safety Clause, each Contractor declares that their personnel assigned for the works shall have appropriate competences, licences and abilities to perform the work and (refresher) health and safety training relevant to their role.

7. Each Contractor is obliged to perform a health hazard evaluation for the work package/task and each Contractor/subcontractor is obliged to carry out a Job Safety Analysis (JSA) for the types of work to be assigned under the contract/job order. The evaluation and analysis should be performed considering the planned method of working and preventive measures foreseen to control the hazards. The resulting document must contain specific technical and organisational solutions available to the Contractor or intended to be introduced when performing the work. The results of the health hazard evaluation are necessary, among other things, for the correct development of the Safe Work Instructions (SWI).

The Job Safety Analysis includes the following:

- Hazard identification,
 - Risk analysis (likelihood and effects),
 - Risk assessment,
 - Selection of safeguards (collective protection measures, PPE, organisational measures),
 - Description of the method of execution.
8. Particularly hazardous work must be performed according to relevant standards for the type of work. Requirements regarding particularly hazardous work should be given in the SWI. In the case particularly hazardous work, the Contractor is each time obliged to obtain the relevant User's authorisation (hazardous work permit).
9. All power generation equipment and handheld power tools must comply with relevant standards, carry a CE mark and must not be specified for 'household use' in the operator's manual. It must have a valid inspection certificate authorising its use. Any other equipment and vehicles of the Contractor must have all required permits and licences authorising their use. The Contractor shall only use equipment and machines which are in good working order and have applicable quality/inspection certificates.
10. The Contractor shall provide their personnel with protective clothing and safety footwear, as well as appropriate collective protection measures and PPE reducing occupational hazards inherent in the job. The HASP and/or SWI should also specify adequate personal protection equipment for the job ordered by the Client/Project Owner, considering the health hazard evaluation and the local conditions applicable to the site. All the PPE, including protective clothing and safety footwear, must have a declaration of conformity with Regulation (EU) 2016/425 and CE marking. Working in Ex zones requires the use of protective clothing with antistatic and flame-retardant properties. Working at heights and in pits/excavations requires the use of safety helmets with a chin strap. All work clothing should have reflective elements and appropriate properties for the specific activity, e.g. welding workwear. A safety helmet is obligatory regardless of the kind of work performed on the premises of a mining facility.
11. All the PPE listed above must be provided both to the personnel performing work and their assistants/attendants/other people present on the jobsite. The obligation applies to everyone, regardless of the kind of work performed and the purpose of the visit.
12. The Contractor is obliged to immediately notify any workplace accidents and near miss (non-injury) events:
- such accidents and events shall be reported by e-mail to: bhp@solino.pl
13. The safety training requested by the Contractor shall be valid for one (1) year; the Contractor is required to hold a training certificate in the original form or a scanned copy, on the basis of which a pass is issued to grant the Contractor entry onto the premises of SOLINO S.A.; the training lasts approx. 1-2 hours. The training is provided in Polish. If the personnel to be trained does not speak Polish, the Contractor has to specify the language for translation/interpretation.

14. The Contractor shall appoint an OHS Coordinator for any subcontracted work.
15. The Contractor's supervisor shall ensure supervision and consultancy on safety issues by properly qualified OHS personnel/appropriately trained and authorised persons. The supervision shall include all the Contractor's employees and other personnel involved in the works. There should be at least one OHS supervisor per 50 personnel present on the jobsite.
16. In the case of construction works, the Contractor's supervisor shall ensure direct supervision by properly authorised competent personnel.
17. For the duration of the works, the Contractor's supervisor shall provide:
 - Personnel assigned to provide first aid,
 - Personnel assigned to carry out firefighting and evacuation actions at the jobsite, as well as access to the equipment required for such actions.
18. The Contractor's supervisor shall discharge their duties using employees and other personnel that is fully capable of carrying out assigned tasks and activities and has appropriate qualifications and authorisations. The capability of performing work and the qualifications shall be documented for each person individually, considering the job and scope of assigned work. The documents shall be available on request and their validity shall cover the duration of the contract/be updated and extended as applicable, and the documents shall be available for immediate verification. The Contractor declares that their employees/personnel have valid medical certificates on the absence of medical contraindications to perform work, and applicable qualifications for the kind of work to be performed under the Contract.
19. The Contractor undertakes to provide their employees with medical care and to arrange care of any employees injured in an accident that occurred during the performance of assigned task/work.
20. If the working conditions should not comply with the occupational health and safety regulations and fire safety regulations and might cause immediate threat to health or life of an employee of the Contractor's, or if the work performed by the employee poses such threat to others, the employee shall have the right not to perform the work, immediately notifying their superior and the Client/Project Owner.

III. REPORTING

1. At the end of each month (by the first day of the subsequent month), the Contractor shall report completion of their work to the Ordering Party, stating the number of manhours worked by the Contractor and subcontractors, in order to determine the accident rate at ORLEN Capital Group.
2. The OHS Coordinator is obliged to submit regular reports to the Client/Project Owner's OHS unit on the effects of their activities, in the manner agreed with representatives of the Ordering Party's OHS services. Monthly HSSE reports can be sent to the following email: bhp@solino.pl

IV. SANCTIONS

1. If the Ordering Party's supervision finds that the Contractor performing the Contract is not complying with the provisions of this document and if the Contractor's employees are in gross violation of occupational health and safety, fire safety or process safety regulations and principles applicable in general and specified in the Guidelines, the Ordering Party reserves the right to take action on the basis of the Table of Penalties attached herewith, and the Contractor shall undertake to apply and/or follow the principles and regulations, and to

- comply with decisions issued on their basis by the Ordering Party.
2. Failure to observe OHS and fire safety obligations shall constitute a material breach of the Contract and shall give grounds for immediate termination of the Contract by the Ordering Party and for withdrawal from the Order(s).
 3. Violating the 'mutual commitment' principles and putting the Ordering Party at risk of reputation damage as a result of acts undertaken by the Contractor and the subcontractors shall give grounds for termination of the Contract and suspension of any works until the situation is resolved.

Schedule of penalties for non-compliance with OHS and Fire Safety regulations

#	Negligence, irregularities and non-conformities	Penalty amount (PLN)
1	Lack of required OHS documents (HASP, SWI with risk assessment and other as specified in the guidelines).	1000
2	Staying on the premises of SOLINO S.A. under the influence of alcohol, drugs or otherwise intoxicated.	3000 per person
3	Taking photos or filming without a special permit. Using a mobile phone in Ex-zones.	1000
4	Not performing work in conformity with the Contract and instructions of the OHS Coordinator or the person(s) supervising from the Client/Ordering Party's side. Carrying out particularly hazardous work without a written authorisation, or not in accordance with the authorisation. Unauthorised entry into vessels and other confined spaces. Unauthorised presence in prohibited areas and places marked with no entry signs or notices.	1000
5	Failure to immediately stop life- or health-threatening activities, secure the work site and notify the OHS Coordinator/OHS Service and fire and rescue services of the Client/Ordering Party in the event of unforeseen deterioration of work safety conditions and – in particular – in the event of an imminent threat to the life or health of workers.	500
6	Failure to use personal protection equipment, such as safety helmets or impact-resistant safety goggles. Improper use. Failure to wear protective clothing and safety footwear.	500 per person
7	Intentional damage/removal of a LOTO device or another protective devices.	2000
8	Non-compliance of vehicle drivers with signposting and road marking on the premises of SOLINO S.A. and with designated routes and guidelines of facility managers/coordinators regarding provisional parking while loading/unloading etc. Failure to observe speed limits in the area of works.	500
9	Parking Contractor's vehicles in places other than designated for this purpose.	500
10	Failure to ensure order and discipline at the work site, and – in particular – failure to isolate hazardous zones or zones that require safety fencing under applicable regulations.	1000
11	Failure to secure and mark the work site in a clear and visible manner.	500
12	While on the premises of SOLINO S.A. - using unmarked and unidentifiable machines, equipment or portable fire-fighting equipment or whose owner cannot be identified, or whose date of the next technical inspection cannot be determined.	500 / piece
13	Using faulty or damaged tools, equipment and machines. Using tools, equipment and machines against their purpose.	1000
14	Failure to carry a personal ID/pass. Failure to produce a pass when requested by an authorised person.	500 per person
15	Erection or dismantling of scaffolding contrary to the manufacturer's instructions or bespoke design. Without a valid inspection certificate.	500
16	Erection or dismantling of scaffolding by personnel without required qualifications.	500 per person
17	Using a scaffolding without acceptance testing. Performing acceptance testing by an unauthorised person.	1000
18	Missing information board/notice on the scaffolding with the full name of the contractor/fitter, their telephone number and stating the permissible load on the decks and structure.	300
19	Missing E (operator) or D (inspector) certificates required of the personnel performing work on power equipment and systems.	1000 per person

20	Lack of licences/authorisations required of drivers and operators of motor vehicles, machines and equipment.	2000 per person
21	Failure to ensure appropriate OHS supervision while carrying out work under the contract on the Client's site and while performing particularly hazardous work.	1000
22	Failure to ensure appropriate supervision by a line manager/immediate supervisor while performing particularly hazardous work.	1000
23	Failure to notify the line manager/immediate supervisor upon discovery of: own or another person's indisposition, e.g. being under the influence of alcohol or other prohibited substances.	500
24	<p>Failure to comply with the obligation to:</p> <ul style="list-style-type: none"> a) undertake – in cooperation with the CLIENT/ORDERING PARTY'S supervisors – effective protective and remedial measures in the event of an accident, breakdown, or another crisis event that might have a negative impact on the safety of employees and own or the CONTRACTOR's property; b) immediately report an accident at work or a near miss event to the CLIENT/ORDERING PARTY'S OHS Service, to own OHS Service and to the OHS Coordinator, c) determine the circumstances and causes of the accident/incident and to provide photocopies of relevant documentation, having ensured privacy of personal data contained there, to the Contractor's OHS department. 	2000
25	Allowing work to be performed by an employee without a valid OHS training certificate regarding the scope of work specified in the Contract.	2000 per person
26	Allowing work to be performed by an employee without valid medical certificate of no contraindications to work in the specific position to be performed under the Contract.	2000 per person
27	<p>Blocking in any way circulation paths/routes, such as roads, escape routes and emergency exits.</p> <p>Obstructing access to portable fire-fighting equipment.</p>	500
28	Using naked flames or smoking in non-smoking areas, esp. in hazardous areas/Ex zones.	1500
29	Lack of functional, portable firefighting equipment with valid inspection certificates/seals, where it is required at the work site Keeping flammable materials unprotected.	800
30	Using electrical equipment and handheld power tools without required test certificates or approvals Using electrical equipment and tools which are not in good working order.	500
31	Routing electrical cables and gas hoses in a manner which may result in their damage.	500
32	Making it difficult for the Client/Ordering Party's services and supervisors to check the compliance with generally applicable health and safety and fire safety regulations, and with the requirements stated in the Contract.	800
33	Failure to follow instructions given by supervisors regarding occupational health and safety and fire safety with regard to performed contract(s).	2000
34	Failure to timely provide authorised persons with required documents while working on the premises of SOLINO S.A. (i.e. health hazard evaluation documents and related employee declarations, a list of names of personnel employed/engaged for the works, a list of machines used, HASP or SWI, contractor's declaration of communicating the latter to the employees, medical check-up certificates of employees engaged to perform the Contract, documents confirming special qualifications, certificates (if required), copies of operating instructions of machines and equipment, certificates of approval issued by the Office of Technical Inspection (UDT), machine/vehicle maintenance books with current technical inspection records).	2000
35	Failure to include applicable safe working clauses in contracts with SUBCONTRACTORS.	1500
36	Missing list of names of employees: own and subcontractors' (if any). Employing non-approved subcontractors.	1000 per person

NON-COMPLIANCE REPORT

Report No. /

I. On the basis of Art./App. No. of Contract/Order No.

dated regarding
(scope of contract/order)

on an Occupational Health and Safety and Fire Safety* inspection was carried out (delete as appropriate)

at the following facility of Inowrocławskie Kopalnie Soli SOLINO S.A.:
(name)

Contractor
(name)

OHS Service inspector/authorised person: *(Name, position and organisational unit of the person carrying out the inspection):*

.....

The inspection was carried out in connection with OHS/FS supervision when performing:

- Investment/divestment activities repair/maintenance activities in the presence of:
- Contractor's representative
- Subcontractor's representative

1
(name of inspected company)

2
(name and position of the company's representative)

II. The following cases of negligence, irregularities or non-conformities were observed:

Description (if completed by hand, please write legibly)	Penalty Schedule Item No. and Amount
1
2
3

NOTE: If more space is required, attach an itemised description on a separate sheet to this Report. If multiple instances of the same items of non-compliance occurred, the final amount of penalties will be determined by the General Director/CEO. The total amount due will be specified in a debit note.

III. Acknowledgment of the instances of negligence, irregularities or non-conformities listed in Section II and comments of the inspected contractor/subcontractor.

Remarks: YES/NO (underline as appropriate)

.....
Name/position of the inspected person (if applicable)

.....
Date and legible signature of the Inspected

Important: If the inspected party should refuse to sign the report, complete below:

Mr/Ms.....refused to sign the report.

Report prepared by:

.....
(Name and position of the Inspector) *(date and signature)*

IV. Enclosures (e.g. photos, sketches, document copies, additional list of non-compliant items – supplement to Section II)

V. Approval

Date and signature of the Inspector appointed by SOLINO S.A.	Date and signature of the Inspector appointed by SOLINO S.A.	Date and signature of the General Director/CEO of SOLINO S.A. or an authorised Member of the Board

Distribution list:

1. Contractor
2. Inspector
3. Contract coordinator responsible for settling accounts with the Contractor

Contractor's / Notified Subcontractor's stamp

**REQUEST FOR HEALTH & SAFETY TRAINING
OF EXTERNAL CONTRACTORS**

1. **Work package/Task** (general scope of work, project identification)
.....
.....
2. **SOLINO Coordinator** (as in the relevant contract): _____
3. **Contractor's Site Foreman:** _____
4. **Number of accidents at work in the last 12 months:** _____
5. **Is the Contractor a partner of the Responsible Care Program?** _____
6. **Does the Contractor have any occupational health & safety certificates** (if so, please specify)?
.....
.....

I declare that the following employees hold valid H&S training certificates, current medical certificates covering their respective work activities, are familiar with applicable safety rules and workplace risk assessment.

#	Name	H&S training validity	Medical certificate validity

.....
Contractor's/Subcontractor's* signature and date

*Subcontractors must have an official approval from the Client/Project Owner (to be obtained through the contract coordinator)

Contractor's / Notified Subcontractor's stamp

**REQUEST FOR EXTENSION OF OHS TRAINING VALIDITY
for External Personnel**

Please extend the validity of OHS training for the following personnel to enable them to complete another work package/task with a similar scope of work (**specify the scope and location of work to be performed and the type(s) of activity and hazard classes at the workplace**):

Examples: work at height, work in excavations, work at power generation equipment, etc.

List of personnel holding current medical certificates and safety refresher training certificates, who have been additionally instructed by SOLINO Health & Safety over the last 12 months*:

#	Name	Date of H&S training at SOLINO S.A.

***attach the original/a scanned copy of a certificate of training provided by SOLINO S.A. H&S Services (valid 1 year); the scan can be mailed to bhp@solino.pl**

.....
Contractor's/Subcontractor's signature and date