

## Requirements of the Company regarding Health, Safety and Environment

### 1. General Provisions.

1.1 Guided by the Integrated Management System Policy of SIBUR LLC and the companies of SIBUR Holding PJSC, the **Company** pays special attention to the issues of occupational health and safety, industrial safety, fire safety, safety of hydraulic structures, safety in the field of electric power industry, radiation safety, road safety, traffic safety and operation of railway transport, elevator safety, emergency protection, civil defense, environmental protection, environmental safety, and other issues of industrial safety (hereinafter referred to as HSE) and requires from the **Counterparty** to ensure high standards in the field of HSE.

1.2 When performing the contract, the **Counterparty** shall ensure that all requirements of the legislation in the field of HSE, these requirements, as well as the requirements of the local regulations of the **Company** in the field of HSE applicable according to the terms and conditions of the contract are met (hereinafter referred to as the Requirements or HSE Requirements).

1.3 In order to ensure that the **Company** and the **Counterparty** meet the requirements of Article 214 of the Labor Code of the Russian Federation, these Requirements include a list of measures agreed upon with the **Counterparty** to prevent cases of damage to the health of the **Counterparty's** employees (including employees of third parties engaged by the **Counterparty**) performing work (providing services) on the **Company's** territory.

1.4 The Territory of the **Company** includes interior spaces located in the **Company's** buildings and structures, **Company's** buildings and facilities themselves, as well as fenced roads, sites, both used and not used in the **Company's** production activity, any sites, land plots on which the **Counterparty** or third parties engaged by the same are present during the fulfillment of obligations under the agreement with the **Company**, parking lots, entrances, passes to the **Company's** facilities, checkpoints of the **Company**, territories of observation facilities (specially adapted establishments for isolation and medical observation of persons arriving from epidemiologically unfavorable areas), territories where rotation workers are accommodated for recreation and accommodation, as well as the territory of any company of PJSC "SIBUR Holding", where the **Counterparty** or third parties engaged by the same are present during the fulfillment of obligations under the agreement with the **Company**.

1.5 The **Counterparty**, as well as the third parties engaged by the same, shall be obliged to comply with the HSE Requirements on the **Company's** territory as the **Companies** with which the contract was concluded (the execution of which or the exercise of rights based thereon determine the presence of the Counterparty and third parties engaged by the same on the territory of the **Company**), as well as the HSE Requirements of the **Company** on whose territory the contract is being executed.

1.6 The **Counterparty** and the third parties engaged by the same shall be obliged to comply on the **Company's** territory the requirements of local regulations in the field of HSE of the **Company** on the territory of which the contract is being executed and which are posted on SIBUR's website at: <https://www.sibur.ru/sustainability/health/all-company/> / In the event of amendments to the local regulations, the Parties shall be governed by the new version of the local regulations as of the date of their posting on SIBUR's website, unless a later date is specified in the new version. The **Company** hereby warrants the systematical posting of all restated versions of the local regulations on the website of SIBUR. The **Counterparty** shall independently monitor the change in the local regulations on SIBUR's website and ensure that its employees and third parties engaged by the **Counterparty** to perform the contract have reviewed and understood the new versions of the local regulations.

1.7 The **Counterparty** hereby confirms that by the time of the conclusion of the contract, they have been familiarized with all the local regulations of the **Company** in the field of HSE applicable to the contract performance. Before the commencement of the Contract execution, the **Counterparty** shall ensure that all their employees and third parties engaged in the execution of the contract have familiarized with the stated local regulations of the **Company** and

comply with the specified local regulations.

1.8 At the **Company's** request, employees of the **Counterparty** and third parties engaged by the same shall undergo training/webinars/seminars, get acquainted with information and training materials, participate in meetings/workshops on HSE issues. Up-to-date general information and training materials of the **Company** in the field of HSE shall be available on SIBUR's website at: <https://www.sibur.ru/upload/sustainability/SafetyInformation.pdf>. At the **Company's** request, the **Counterparty** shall implement security management procedures.

1.9 If third parties are engaged to execute the contract, the **Counterparty** shall ensure that third parties execute the contract in compliance with these Requirements. The engagement of a third party to perform the contract shall be agreed in writing with the **Company**. At the **Company's** request, the **Counterparty** shall be obliged to provide a copy of the employment contract with an employee sent (to be sent) to execute the contract. The engagement of individuals by the **Counterparty** under civil law contracts (as well as the engagement of such persons by third parties engaged by the **Counterparty**) shall be allowed in exceptional cases with the prior written approval of the authorized representative of the **Company's** HSE unit. For the purposes of coordinating the performance of work at the **Company's** facilities by individuals engaged under civil law contracts, the **Counterparty** (in advance) shall send to the **Company** personal data for each such person and a copy of the concluded contract with the individual certified by the **Counterparty**. If third parties are engaged under civil law contracts to perform the contract, the **Counterparty** shall also ensure that third parties perform the contract in compliance with the **Company's** HSE Requirements. This requirement applies to the **Counterparty** and when individuals are engaged by third parties engaged by the **Counterparty**.

1.10 The **Counterparty** shall be responsible for the actions of all persons admitted to the territory of the **Company** at the initiative of the **Counterparty**, regardless of whether the **Counterparty** has contractual relations with these persons and with the **Company** (if the **Counterparty** and/or third parties engaged by the same are actually admitted to the territory of the **Company** before the conclusion of the contract).

1.11 The **Counterparty** shall be fully responsible for non-compliance by their employees and employees or representatives of third parties engaged by the same (including individuals engaged under civil law contracts), with the requirements of the legislation in the field of HSE, these Requirements and local regulations of the **Company** in the field of HSE applicable to the contract performance.

1.12 In case of broken support, power line breakage, damage to equipment, pipelines, underground utilities, damage to the health of the **Company's** employees and third parties engaged, environmental pollution, or other material damage through the fault of the **Counterparty** or third parties engaged, the **Counterparty** shall compensate the **Company** for all costs incurred by the **Company** to eliminate pollution, environmental damage, property restoration, compensation for the damage caused to the health of the **Company's** employees and third parties engaged, as well as fines paid under judgments on the cases of administrative offenses/requirements/claims/orders of state supervisory and control bodies.

1.13 At the **Company's** facilities transferred to the **Counterparty** under the Admission Certificate for the performance of work on the territory of the existing facility, in accordance with the Occupational Safety Rules, liability for the implementation of general occupational safety measures and coordination of actions of participants in the construction operations to implement measures, ensuring the safety of labor protection work shall be fully imposed on the **Counterparty**.

1.14 Non-compliance by the **Counterparty** and/or third parties engaged by the **Counterparty** with the Requirements shall be a significant violation of the terms and conditions of the contract and entitle the **Company** to demand payment of a fine from the **Counterparty** under the list of penalties for violations of the Requirements, to suspend the performance of the contract until the violations have been remedied, and also to refuse to perform the contract unilaterally out of court without compensation of damages or losses, and without paying any

compensation to the **Counterparty** related to such failure. The moment of termination of the contract in case of unilateral repudiation by the **Company** shall be the moment the **Counterparty** receives the relevant notice (claim) from the **Company**.

1.15 Non-compliance by the employees of the **Counterparty** and/or employees of third parties engaged by the **Counterparty** with the requirements of the Russian Federation legislation or the **Company's** HSE requirements (including if such violations caused damage to the property of the **Company** and/or to the health of any person in the **Company's** territory), shall entitle the **Company** to remove such employee and/or their immediate superior (another person) who controlled (should have controlled) the employee's activities from the territory of the **Company**, and not to admit them to the territory of the **Company** in future. At the same time, the **Company** shall not pay any penalties, fines nor compensate for losses incurred in connection with this by the **Counterparty**.

## **2. Requirements to the organization of the HSE management system on the territory of the Company.**

2.1 The **Company** shall be entitled to carry out inspections and audits of compliance with these HSE Requirements by the **Counterparty** and third parties engaged by the **Counterparty**, including checking the knowledge of the **Counterparty's** employees and third parties engaged by the same in the **Company's** commission. The **Company** shall be entitled to carry out inspections with the engagement of third parties, with the use of instruments, devices, equipment and (or) a complex (system) of instruments, devices, equipment ensuring remote video, audio or other recording of work processes by the **Counterparty** and third parties engaged by the same.

2.2 Before the start of the contract execution, the **Counterparty** shall be obliged to appoint a person responsible for the safe organization of work. The person responsible for the safe organization of work by the **Company** shall be a representative of the **Company's** unit supervising the execution of the contract.

2.3 When performing the contract on the territory of the **Company**, the **Counterparty** shall ensure the presence of the required number of qualified occupational, industrial, and fire safety specialists (hereinafter referred to as occupational safety specialists) at the work sites on the basis of one (1) specialist per a certain number of employees of the **Counterparty** and third parties engaged by the same for the entire period of work (during the day), namely:

- for the headcount from 2 to 10 employees of the **Counterparty** and third parties engaged by the same (who are simultaneously present during the production/performance of works in the territory of the **Company**) - the **Counterparty** shall provide at least one qualified safety specialist or assign the duties of safety specialists to the representative of the **Counterparty** who manages works in the territory of the **Company**, provided that this representative shall not at the same time be responsible for carrying out hazardous works during the performance period;

- for the headcount from 11 to 50 employees of the **Counterparty** and third parties engaged by the same (who are simultaneously present during the production/performance of works in the territory of the **Company**) — the **Counterparty** shall provide at least one qualified safety specialist;

- for the headcount from 51 employees of the **Counterparty** and third parties engaged by the same (who are simultaneously present during the production/performance of works in the territory of the **Company**) — the **Counterparty** shall provide one qualified safety specialist at the rate of one (1) safety specialist for fifty (50) employees.

2.4 Information and documents regarding the safety specialist assigned together with the employees of the **Counterparty** and third parties engaged by the same to perform works in the territory of the **Company** shall be sent to the **Company** in advance before starting works to obtain approval for admission of the entire brigade (the entire staff of the **Counterparty's** employees and third parties engaged by the same) to the territory of the **Company**. The

**Counterparty** shall bear the risks of non-admission to the **Company's** territory (including the risk of impossibility of partial or full fulfillment of contractual obligations).

2.5 The **Counterparty** shall agree with the **Company** on HSE candidates who are intended to perform works in the territory of the **Company** with the provision of the following documents:

- documents confirming compliance with the requirements of the professional standard of a specialist in occupational health and safety (to the extent of activities in the field of industrial safety) and fire prevention (to the extent of activities in the field of fire safety);
- document confirming at least one (1) year of work experience as a Safety Specialist (at the request of the **Company** a copy of the employment record book is submitted).

In case of non-compliance of the submitted documents with the requirements of the **Company**, lack of the necessary work experience, or according to another reasonable opinion of the **Company**, the safety specialist(-s) shall be replaced and the approval procedure shall be repeated.

2.6 Safety specialist, whose presence is conditioned by the headcount of the **Counterparty** and third parties engaged by the same (eleven or more persons who are simultaneously present during the production/performance of works in the territory of the **Company**), shall be released from their other duties and shall not combine positions (functions) for the period of production/performance of such works.

2.7 If more than 30 automotive vehicles (including the vehicles of third parties) are engaged in the performance of the contract, a road safety specialist (hereinafter referred to as the "RSS") shall be appointed in the **Counterparty's** organization without positions combining.

2.8 If the number of automotive vehicles exceeds 50 units, the **Counterparty's** organization shall create a Traffic Safety Service in the number of at least 2 specialists with a specially equipped motor vehicle (with yellow or orange beacons, a radio station, and the Road Traffic Safety label).

2.9 The **Counterparty's** road safety specialists shall meet the professional and qualification requirements established by the Ministry of Transport of the Russian Federation.

2.10 If in the course of production, economic or other activities of the **Counterparty** or persons engaged by it on the territory of the **Company** a negative impact may be made on the environment, the **Counterparty** shall appoint persons responsible for industrial environmental control, work with production and consumption waste and compliance with environmental legislation. Persons responsible for industrial environmental control, work with production and consumption waste, and compliance with environmental legislation shall have qualifications that meet the requirements of the professional standard "Environmental Safety Specialist (Industry).

### **3. Key Safety Rules.**

3.1 The uniform key safety rules (hereinafter referred to as the "KSR") are established in the territory and facilities of the **Company**, the violation of which is absolutely unacceptable and entails the mandatory application of disciplinary measures.

3.2 The **Counterparty** shall familiarize all employees and employees of third parties engaged by the **Counterparty** in the performance of the contract with the KSR before starting the performance of the contract.

3.3 All employees of the **Counterparty** and third parties engaged by the **Counterparty** to perform the contract shall comply with the KSR, according to which such employees on the territory of the **Company** **SHALL NOT**:

3.3.1 Conceal information on major, significant, and high potential incidents.

3.3.2 Perform highly hazardous works without a work permit.

3.3.3 Disable or damage the integrity of interlocks, the emergency shutdown system, and safety devices on operating equipment without the relevant written permission.

3.3.4 Appearance (including presence) on the **Company's** territory in a state of alcoholic, narcotic, or other intoxication.

3.3.5 Smoking (including the use of aerosol/steam devices, heating devices (including

tobacco), as well as the use of devices for the consumption of nicotine-containing products) on the **Company's** territory outside specially designated areas or the use of open flames without special permission.

3.3.6 Work at height without the use of collective protective equipment accepted by the **Company** and personal fall protection equipment.

3.4 In order to prevent a violation of the KSR specified in Clause 3.3.1, if the **Counterparty** and (or) a third party engaged by the Counterparty has an HSE incident during the works at the **Company's** territory, **the Counterparty** shall:

- within 10 minutes of the incident report it to the dispatcher of the **Company**, as well as a representative of the unit in charge of the contract on behalf of the **Company** by any means of communication in any form;

- within 12 hours from the moment of the incident, he/she shall inform the details of the incident in the form prescribed by the **Company** to the e-mail address of the representative of the unit supervising the performance of the contract on behalf of the **Company** and the e-mail address [contractorsafety@sibur.ru](mailto:contractorsafety@sibur.ru), and the photos/video from the place of the incident shall be attached to the e-mail message.

3.5 An up-to-date form for filling out an operational message about an incident with an incident classifier is posted on the SIBUR website at [https://www.sibur.ru/sustainability/production\\_safety/bc/](https://www.sibur.ru/sustainability/production_safety/bc/) (file for downloading can be found at [https://www.sibur.ru/sustainability/production\\_safety/bc/Operational\\_HSE\\_Incident\\_Report.xlsx](https://www.sibur.ru/sustainability/production_safety/bc/Operational_HSE_Incident_Report.xlsx))

3.6 In order to prevent a breach of the KSR specified in Clause 3.3.1, the **Counterparty** shall provide the **Company** with all known information about the incident without misrepresenting the facts.

3.7 In order to prevent a breach of the KSR specified in Clause 3.3.2, the **Counterparty** and third parties engaged by the same shall be obliged to be guided by the current legislative enactments of the Russian Federation and local regulations of the **Company** for the safe performance of high-risk work, as well as a list of high-risk works of the **Company**.

3.8 To avoid the risks of incidents due to the performance of the contract under the influence of alcohol, drugs, or other intoxicants, the **Counterparty** shall:

- before the start of each work shift and before admitting employees to work, check employees and third parties engaged by the **Counterparty** for the signs of alcoholic, drug, or other intoxication;

- prevent employees and third parties engaged by the **Counterparty** from working under the influence of alcohol, drugs, or other intoxicants.

3.9 Failure to comply with the KSR is a gross violation of security requirements. For a breach of any KSR in all cases without exception, the violator (individual) shall be immediately suspended from the performance of the contract and disciplinary measures provided for by labor legislation shall be imposed on such violator (by the employer - the **Counterparty** or a third party engaged by the same).

#### **4. Requirements for the provision of HSE documentation.**

4.1 Before the start of work, the **Counterparty** shall send information to the **Company** about the availability of documents for the right to work in accordance with the form of the **Company**, with attachment of copies of supporting documents. The set of documents to be provided shall include internal regulatory documents, contracts, passports, protocols, projects (including work production projects), plans (including plans for the production of work at height, plans for the production of work in confined and enclosed spaces, plans for evacuation and rescue of workers in the event of emergency and during rescue operations), procedures, regulations, standards, instructions, certificates (including a certificate of state registration of own facility that has a negative environmental impact), licenses, permits, certificates, declarations, registers, logs, acts, technological maps, regulations and other documents confirming the right to perform work

and the safety of the work being performed.

4.2 If the current legislation of the Russian Federation, or these requirements, or the **Company's** local regulations contain a requirement that HSE documentation shall be approved by the **Company** (for example, the requirement to agree on plans/work production projects), the **Counterparty** shall be obliged to provide the specified documentation for approval to the **Company** within 10 working days before the start of work (the set of documentation shall include editable electronic files).

4.3 The **Counterparty** shall ensure that the documentation is reliable, up-to-date and available throughout the term of the contract. In case of changes in documentation, as well as at the request of the **Company**, the **Counterparty** shall provide copies of the relevant documents to the **Company** within one (1) business day.

4.4 At the request of the **Company**, the **Counterparty** shall provide certified copies of documents.

4.5 The **Counterparty** shall be obliged to immediately inform the **Company** about the suspension, termination or cancellation of the license, as well as other permits required to perform work under the contract in accordance with the legislative requirements of the Russian Federation.

4.6 When performing construction, demolition and dismantling work, the **Counterparty** shall provide a procedure for the management of construction and demolition waste (if there is a regional or local requirement to develop and coordinate such procedure) before the start of the contract performance.

## **5. Requirements to training, certification, briefings and knowledge tests of employees in the field of HSE.**

5.1 The **Counterparty** shall be responsible for the organization and timely conduct of training, certification, briefings, internships and knowledge testing of the **Counterparty's** employees and third parties engaged by the **Counterparty**.

5.2 All managers, specialists, and employees, as well as other persons engaged by the **Counterparty** (including indirectly through third parties) to perform the contract, shall have documents confirming that they passed the training and certification/assessment of HSE knowledge in terms of the type of works/services. At the request of the **Company**, the **Counterparty** shall provide information on qualifications, training, certification and knowledge testing of the engaged employees in accordance with the form of the **Company**.

5.3 Before proceeding with the performance of the contract, all employees and other persons engaged by the **Counterparty** (including indirectly through third parties) to perform the contract shall:

- pass an introductory briefing of the **Company**, review the Integrated Management System (ISM) Policy of SIBUR, LLC and companies of PJSC SIBUR Holding and KSR;
- read these requirements and the requirements of local regulations of the **Company** in the field of HSE, applicable to the performance of the contract of the **Company**, as well as get acquainted with the location and mode of operation of health centers and the location of staff gathering places in case of an emergency situation existing on the territory of the **Company**;
- undergo briefings (initial on-the-job briefing, repeated, unscheduled and targeted ones) in the unit (at the work site) of the **Company**.

5.4 The **Counterparty** shall organize the training in qualified organizations carrying out educational activities, under the requirements of the legislation of the Russian Federation and the **Company's** requirements. The **Counterparty** shall agree with the **Company** on the selected educational institution in order to prevent the risk of obtaining by employees of illegitimate documents on the completion of training, or undergoing training that does not meet the qualifications required for the performance of work.

5.5 The **Counterparty** shall ensure timely training of employees engaged for performance of the contract in safe methods and techniques of work performance, labor protection, first aid, for admission to certain types of work; certification in the field of industrial

safety; conducting briefings on HSE; conducting a workplace training and testing the knowledge of HSE following the requirements of RF legislation and local regulations of the **Company**.

5.6 At the request of **the Company**, **the Counterparty** shall suspend and, if necessary, remove from the territory of **the Company** any employee of the **Counterparty** or a third party engaged by it for non-compliance with their qualifications to perform their job/professional duties, lack of documents confirming the passage of the necessary training, internships, briefings, certification and knowledge test in the field of HSE.

5.7 The **Company** shall be entitled to demand, and the **Counterparty** shall ensure, within the terms and to the extent specified by the **Company**, that the employees engaged by the **Counterparty** (including indirectly through third parties) pass a knowledge test organized by the **Company**, as to their knowledge of the HSE requirements, the requirements to performing certain types of work under the contract, other requirements, knowledge of which is necessary to perform the **Counterparty's** obligations under this contract, as set forth in the regulations and regulatory and technical documents of the Russian Federation, particularly, during work at height, gas, fire, repair work, work with the use of lifting mechanisms, vehicles, excavation, welding work, work in electrical power installations and other types of work.

5.8 Upon agreement with the **Company**, an employee of the **Counterparty** or a third party engaged by the same who fails the knowledge test may be repeatedly admitted to pass the knowledge test. The **Company** shall be entitled to prevent an employee who has not passed the knowledge and qualification test from performing work under the contract, and the **Counterparty** may not refer to the knowledge test as a circumstance that delays/hinders the performance of work and may not demand an extension of the work term on this basis.

## **6. Requirements in the field of organizing medical examinations, mandatory psychiatric examination of employees.**

6.1 The **Counterparty** shall arrange a medical examination for employees (including indirectly through third parties) in qualified medical institutions before the commencement of work (taking into account the work performed and profession) under the Order of the Ministry of Health of Russia No. 29n dated January 28, 2021 "On Approval of the Procedure for Mandatory Preliminary and Periodic Medical Examinations of Employees Under Part Four of Article 220 of the Russian Labor Code, the List of Medical Contraindications to Work With Harmful and (or) Dangerous Production Factors, as well as Work for which Mandatory Preliminary and Periodic Medical Examinations are Performed"; other current legislation of the Russian Federation and local regulations of the **Company** on medical examinations. The **Counterparty** shall agree with the **Company** on the selected medical institution in order to prevent the risk of receiving by employees of illegitimate documents and subsequent suspension of employees from performing work/providing services.

6.2 The **Counterparty** shall ensure that their employees and employees of third parties engaged by the same pass all types of mandatory medical examinations (preliminary, periodic, pre-shift, post-shift medical examinations, psychiatric examinations) and that the employees of the **Counterparty** and third parties engaged by the same have medical certificates of established form, executed under the requirements of the current legislation of the Russian Federation, and shall provide the specified conclusions to the **Company** upon the first demand.

6.3 The **Counterparty** shall not admit to work their employees and the employees of third parties engaged by the **Counterparty** if they have medical contraindications to the performance of work or do not have a medical certificate for admission to a particular type of work.

6.4 The **Counterparty** and third parties engaged by the same shall ensure availability of duly issued medical books before carrying out works/providing services on the territory of the **Company** for employees of certain professions, whose activities are related to the production, storage, transportation, and sale of food and drinking water, public and domestic services, as well as in other cases provided for by the current legislation of the Russian Federation.

6.5 At the request of the **Company**, the **Counterparty** before the start of the contract performance, as well as during its performance, the **Counterparty's** employee or an employee of a third party engaged by the **Counterparty** shall provide documents confirming the medical examination, if medical examination is mandatory for them under the current legislation of the Russian Federation (the results of preliminary (periodic) medical examination, decisions of the medical psychiatric commission, medical records and other documents confirming the medical examination passed).

6.6 The **Company** shall reserve the right to verify the original documents to confirm their accuracy and legality (legitimacy). The documents shall be stored by the **Counterparty** at the work site and be provided at the request of the **Company** within one business day.

6.7 At the request of the **Company**, the **Counterparty** shall suspend, and, if necessary, remove from the territory of the **Company** any employee of the **Counterparty** or a third party engaged by it, who has medical contraindications to the performance of work or does not have a medical certificate for admission to a particular type of work.

6.8 Before the start of work, the **Counterparty** shall provide, at its own expense, first aid equipment (including first aid kits) at the work site in the amount and quality necessary and sufficient to provide first aid to the **Counterparty's** employees and third parties engaged by the same in the event of an incident.

6.9 The **Counterparty** shall verify that its employees and employees of third parties engaged by it have valid compulsory health insurance policies.

## **7. Requirements in the field of medical safety and health care.**

7.1 The **Company** pays special attention to the issues of medical safety and health care (hereinafter referred to as MS&HC) and requires the **Counterparty** to ensure high standards in the field of MS&HC. The **Company's** MS&HC requirements shall be posted on SIBUR's website at: <https://www.sibur.ru/sustainability/health/mbozrequirements/> and are subject to fulfillment by the **Company** and the **Counterparty** equally with the HSE requirements. In case of changes in the **Company's** MS&HC requirements, the Parties shall be guided by the new version of standards from the date of their posting on SIBUR's website, unless a different date is indicated in the new version. The **Company** hereby warrants the systematical posting of all restated versions of standards on SIBUR's website. The **Counterparty** shall independently monitor changes in standards on SIBUR's website and ensure familiarization of its employees and third parties engaged by the **Counterparty** for the contract performance, with new versions of the **Company's** requirements in the field of medical safety and health care.

## **8. Requirements to the provision and use of personal protective equipment.**

8.1 The **Counterparty** shall ensure that all employees and other persons engaged in the contract performance have proper personal protective equipment, as well as flushing and (or) neutralizing agents (hereinafter – PPE), appropriate to the sizes of employees, harmful and/or hazardous production factors of the work performed/services rendered, and their proper use during the work or stay on the **Company's** territory, except for areas in which PPE use is not mandatory by the decision of the **Company**.

8.2 The **Counterparty** shall ensure that all employees and other persons, engaged by it to perform the contract, comply with the requirements defined by the Inter-industry rules for providing employees with special clothing, special footwear, and other personal protective equipment (approved by Order of the Ministry of Health and Social Development of Russia No. 290n dated June 1, 2009), Standard Norms for Free Issue of Washing Agents and (or) Disinfectants to Employees and Work Safety Standard "Providing Employees with Washing Agents and (or) Disinfectants" (approved by Order of the Ministry of Health and Social Development of Russia No.1122n dated December 17, 2010), as well as other existing legislative acts of the Russian Federation and local regulations of the **Company** on provision and use of PPE.

8.3 The employees of the **Counterparty** and other persons engaged by the **Counterparty** to perform the contract shall apply:



8.3.1 While working or staying in the territory of the **Company**, except for areas in which the use of PPE is not mandatory by the decision of the **Company**:

- overalls with the logo and name of their organization, with reflective strips or protective clothing with a reflective vest with the logo and the name of their organization;
- closed special footwear with a toe stiffener, nitrile sole and anti-puncture insole;
- a protective helmet with a chin strap;
- protective gloves, to eliminate the risk of hand injuries;
- safety goggles;
- filtering or insulating gas mask or portable breathing apparatus (to have them labeled according to the harmful and hazardous factors and the requirements of the **Company**).

8.3.2 When working in winter on outdoor installations and in unheated rooms additionally:

- cold-protective overalls, with the logo and name of their organization, with reflective strips;
- closed cold-protective footwear with a toe stiffener, nitrile sole and anti-puncture insole;
- cold-protective gloves or work gloves;
- headdress.

8.3.3 In an area where there is a high level of noise, additionally:

- earplugs or earmuffs with a protective helmet attachment.

8.3.4 When working at heights, additionally:

- systems of protection against falls from height, appropriate to the nature of the work, taking into account the reserve of height and hazards;
- means of rescuing and evacuating the worker in case he/she hangs up.

8.3.5 When performing welding work (being in the work area), additionally:

- fireproof or flame-resistant overalls with the logo and name of their organization, with reflective strips;
- heat-resistant mittens;
- face shield with helmet fixture.

8.3.6 When performing work (being in the work area) using manual or stationary grinders (e.g. angle grinder, sharpening machines), other spark-generating tools, water- and abrasive-blasting equipment, additionally wear full-face helmet-mounted protective shields.

8.3.7 When working in confined spaces, additionally:

- an insulating gas mask;
- safety harness with a signal-rescue rope.

8.3.8 When carrying out work involving the presence of dust or aerosols in the air of the working area, additionally:

- a respirator with an aerosol mask or a mask with replaceable filters that provide protection.

8.3.9 When carrying out work during which there is or is not excluded the possibility of harmful vapors, gases, and other substances entering the place of work that can cause adverse effects on the human body, additionally:

- filtering or insulating gas mask (based on working conditions and marking in accordance with harmful and hazardous factors and the requirements of the **Company**).

8.3.10 When working with caustic chemicals, additionally:

- overalls for protection against acid and alkaline solutions with the logo and name of their organization;
- protective apron;
- closed type goggles or face shield;
- gloves to protect against acid and alkaline solutions.

8.3.11 When working with pressurized media (including pressurized washing systems with excessive water pressure):

- closed type goggles or face shield;
- a raincoat for protection against water.

8.3.12 When working in electrical power installations, additionally:

- insulating overshoes (boots);
- insulating gloves;
- overalls for protection against electric arcs;
- a protective helmet for protection against electric arcs;
- helmet-mounted shield for protection against electric arcs.

8.3.13 When working in places of traffic, as well as when carrying out slinging work, additionally:

- a signal vest with the logo and name of their organization;

8.3.14 When carrying out work involving movement in the presence of snow/ice on the paths of movement outside hazardous areas, additionally:

- special anti-skid devices on shoes (ice shoes, snowshoes).

8.4 When performing work on the territory of the **Company**, the employees of the **Counterparty** and other persons engaged by the **Counterparty** to perform the contract shall use PPE according to the requirements of the documentation for the right to work (for example, instructions, work permit), as well as following the prescriptive safety signs posted in the work areas.

8.5 PPE of the **Counterparty's** employees or third parties engaged by the **Counterparty** shall be used according to the manufacturer's operating instructions. PPE markings shall be legible. PPE with expired service life or wear and tear shall not be used and shall be removed from the territory of the **Company**.

8.6 The overalls of employees of the **Counterparty** and third parties engaged by the **Counterparty** shall be buttoned up with all buttons and the full length of available zippers, without letting the ends hang down or the pants or sleeves get rolled up.

8.7 When performing work in fire and explosion hazardous areas or work during which an explosive atmosphere may form, the **Counterparty's** employees and third parties engaged by the **Counterparty** shall be obliged to use overalls with antistatic thread.

8.8 To avoid hand injuries, employees of the **Counterparty** or third parties engaged by the **Counterparty** shall have hand protection against mechanical effects (abrasion, punctures, cuts, vibration, striking objects); against high temperatures (heat radiation, open flame, sparks, splashes of molten metal, dross, contact with heated surfaces within the appropriate temperature ranges); against low temperatures; dust; acid and alkaline solutions; water and solutions of non-toxic substances; organic solvents, including varnishes and paints based on them; oil, oil products, oils, fats; harmful biological factors (microorganisms); electric current; X-rays and radioactive contamination, as appropriate to the nature of the work.

8.9 The use of gloves by employees of the **Counterparty** or third parties engaged by the **Counterparty** shall be prohibited when working on the machines.

8.10 PPE shall be tested under the requirements of the current legislation of the Russian Federation, local regulations of the **Company** on the provision and use of PPE.

8.11 The **Counterparty** shall be obliged to ensure the storage of PPE in accordance with the legislative requirements of the Russian Federation, as well as the requirements of the local regulations of the **Company**.

8.12 At the request of the **Company**, the **Counterparty** shall provide the employer-approved Standards for issuing free overalls, footwear, and other personal protective equipment to employees; personal cards for issuing PPE; personal cards for issuing washing agents and (or) detergents; certificates and declarations of conformity of PPE; manufacturer's instructions for PPE operation.

## **9. Requirements to equipment, materials, workplaces, and safe work.**

9.1 The **Counterparty** shall ensure that the equipment, machines, mechanisms, site containers, tools, appliances, accessories, and other equipment (hereinafter – the equipment) and materials used for the performance of the contract are in technically sound condition. At the request of the **Company**, the **Counterparty** shall provide documentation (equipment passports,

certificates/declarations of conformity, inspection/test logs, operating instructions, and other documents) confirming the quality and safety of the equipment and materials used. If there are no proper documents for the equipment, proper labeling of the equipment, as well as in case of non-compliance of the equipment with the submitted documents, the use of equipment shall be prohibited.

9.2 Placing of the **Counterparty's** equipment at the place of contract performance shall be agreed in advance with the representative of the **Company**.

9.3 The places of the contract performance, as well as driveways and passages to them, shall be kept clean and tidy by the **Counterparty**, cleaned of debris, not cluttered with stored materials and structures. When performing work, the **Counterparty** shall be obliged to prevent blocking of escape routes, as well as entrances and approaches to fire extinguishing equipment and fire hydrants.

9.4 At the place of the contract performance, the **Counterparty** shall be obliged to ensure the prevention and protection of people from contact with harmful and dangerous production factors associated with the performance of the contract (exposure to harmful and dangerous substances, falling as a result of slipping/tripping, falling from a height, falling objects, hitting objects and against objects, pinching, contact with sharp edges, burrs and roughness, electric shock, exposure to elevated/low temperatures, exposure to factors of natural origin, etc.), if necessary, install protective and signal fences at the boundaries of hazardous areas, apply to the production equipment, controls, elements of structures, communications and other objects, signal colors, safety signs, name, belonging of the equipment and ensure sufficient natural and (or) artificial lighting. When organizing the movement of its employees, the **Counterparty** shall be guided by the requirements of local regulations of the **Company** for safe movement. If the territory is transferred to the **Counterparty** by the **Company**, the **Counterparty** shall be responsible for the absence of slippery surfaces, including cleaning of snow and ice to asphalt/hard surface, absence of garbage and foreign objects, and absence of damage to a hard surface on the paths of travel.

9.5 The **Counterparty** shall be obliged to take measures to reduce the level of impact, including by changing the work schedule, or eliminating the impact of harmful production factors on its employees and third-party employees at their workplaces.

9.6 When carrying out joint/combined works, the **Counterparty** shall be obliged to ensure the preparation of a schedule and (or) a log of joint/combined works. Joint/combined work by the **Counterparty** and third parties engaged by the same without ensuring security measures shall be prohibited.

9.7 The **Counterparty** and third parties engaged by the same shall use the equipment in accordance with its intended purpose, in compliance with the established rules of operation, labor safety rules, federal norms and regulations, as well as other requirements of the current legislation of the Russian Federation.

9.8 Equipment, machinery, devices, mechanisms, tools, devices, instruments, appliances used by the **Counterparty** and third parties engaged by the same shall be suitable for use and maintained in a safe, working condition, and in cases provided for by the legislation of the Russian Federation - certified/declared, diagnosed and (or) tested.

9.9 It shall be prohibited to operate machinery, equipment, machines, mechanisms, tools, devices in a defective condition or with defective/non-functioning/missing safety devices (safety, protective, blocking, locking, signaling devices and appliances), as well as exceeding the operating parameters above/below those provided for in the documentation (passport, design, regulations, etc.).

9.10 The **Counterparty** shall be obliged to identify hazards and assess the levels of occupational health risks for their employees and employees of engaged third parties in accordance with the requirements of own occupational risk management procedure or the **Company's** procedure. At the **Company's** request, the **Counterparty** shall be obliged to submit

the results of the assessment of the levels of occupational risks to the health of employees. The **Counterparty** shall be obliged to assess the professional risks of high-risk work and non-standard work according to the procedure of the **Company**, agree the results of the risk assessment with the **Company** (in the form of a risk assessment report) and comply with measures to mitigate the identified risks.

9.11 When high-risk works are performed by the employees of the **Counterparty** or employees of third parties engaged by the **Counterparty**, the **Counterparty** shall be obliged to ensure the presence and constant control of their responsible person (work manager) at the site of high-risk work, unless otherwise provided by a permit document (work permit, admission certificate, etc.), agreed upon with the **Company**. Employees performing certain high-risk work and the person responsible for performing such work (manager) shall be in an employment relationship with one organization (either the **Counterparty** or a third party engaged by the **Counterparty**).

9.12 The **Counterparty** shall be obliged to ensure the availability of the necessary number of communication means (in compliance with Clause 13.2 hereof) to provide access to communication means to each employee of the **Counterparty** and third parties engaged by the **Counterparty**, the necessary amount of fire extinguishing equipment to ensure compliance with fire safety requirements, as well as the required number of gas analyzers with the ability to analyze the gas-air environment for oxygen and contacting hazardous substances during fire and gas hazardous work, including work in confined and enclosed spaces.

9.13 If it is necessary to connect the **Counterparty** to the **Company's** energy carriers (electricity, oxygen, gas, water, steam, compressed air, etc.), the **Counterparty** shall be obliged to draw up and agree with the **Company** a scheme for connecting to energy carriers, and also be guided by this scheme when performing work.

9.14 The **Counterparty** shall comply with the requirements described in the following documents:

9.14.1 Labor Safety Rules for Working with Tools and Devices (approved by Order of the Russian Ministry of Labor No. 835n dated November 27, 2020);

9.14.2 Labor Safety Rules for Placement, Installation, Maintenance and Repair of Process Equipment (approved by Order of the Ministry of Labor of Russia No. 835n dated November 27, 2020);

9.14.3 Labor Safety Rules for Operation of Heating Facilities and Heat Consuming Units (approved by Order of the Russian Ministry of Labor No. 924n dated December 17, 2020);

9.14.4 Labor Safety Rules for Electric Welding and Gas Welding Work (approved by Order of the Ministry of Labor of Russia No. 884n dated December 11, 2020);

9.14.5 Labor Safety Rules for Painting Work (approved by Order of the Ministry of Labor of Russia No. 849n dated December 02, 2020);

9.14.6 Labor Safety Rules for Road Construction and Repair and Construction Work (approved by Order of the Russian Ministry of Labor No. 882n dated December 11, 2020);

9.14.7 Occupational Safety Rules for Construction, Reconstruction and Repair (approved by Order of the Russian Ministry of Labor No. 883n dated December 11, 2020);

9.14.8 Occupational Safety Rules for Metalworking (approved by Order of the Ministry of Labor of Russia No. 887n dated December 11, 2020);

9.14.9 Other applicable occupational safety rules, federal regulations in the field of industrial safety, the requirements of the current legislation of the Russian Federation describing the rules of safe work performance;

9.14.10 Other local regulations of the **Company**, describing the rules of safe work performance.

9.15 The **Counterparty** shall provide sanitary and living conditions for their employees and employees of third parties engaged by the **Counterparty** (including to provide

heating/cooling and recreation rooms, rooms and premises for psychological relief (if necessary), dressing rooms, showers, washrooms, bathrooms, toilets, smoking areas, eating areas, drinking water supply) in accordance with requirements of the current legislation of the Russian Federation. The use of the premises and equipment of the **Company** shall be allowed only upon agreement with the **Company**.

9.16 In the event of an emergency situation, during rescue operations, as well as during emergency drills, the **Counterparty** shall be obliged to ensure the implementation of their action plans for the evacuation and rescue of workers, as well as the **Company's** action plans for the evacuation and rescue.

## **10. Safety requirements for the operation of lifting equipment, including hoisting structures, as well as for loading and unloading work and the placement of cargo.**

10.1 The **Counterparty** shall ensure compliance with the requirements of Federal Regulations in the field of industrial safety "Safety Rules of Hazardous Production Facilities where Lifting Equipment is Used" (approved by Order of Rostekhnadzor No. 461 dated November 26, 2020), the Rules of Labor Protection for Handling Operations and Cargo Placement (approved by Order of the Ministry of Labor No. 753n dated October 28, 2020), and other requirements of the current legislation of Russia and local regulations of the **Company** in the field of safety of work with hoisting machines, as well as loading and unloading work and placement of cargo.

## **11. Electrical safety requirements.**

11.1 The **Counterparty** shall ensure compliance with the requirements of the Regulations for Electrical Installations, the Regulations for Technical Operation of Consumers' Electrical Installations (approved by Order of the Ministry of Energy of Russia No. 6 dated January 13, 2003), the Labor Safety Rules for Operating Electrical Installations (approved by Order of the Ministry of Labor of Russia No. 903n dated December 15, 2020), and other requirements of the current legislation of Russia and the local regulations of the **Company** for the safe operation of electrical installations, power tools, and electrical appliances.

## **12. Safety requirements to working at height.**

12.1 The **Counterparty** shall ensure compliance with the requirements of the Occupational Safety Rules for Working at Height (approved by Order of the Russian Ministry of Labor No. 782n dated November 16, 2020), as well as other requirements of applicable Russian legislation and local regulations of the **Company**, describing the procedure for safe work at height.

12.2 The **Counterparty's** means of support used to perform work at any height shall comply with the following requirements:

- platforms of scaffolding shall have factory fencing, eliminating the possibility of falling people and various objects;
- the height of the fence railing shall be at least 1.1 m;
- the fence railing shall be able to withstand a concentrated static load of 700 N (70 kgf) applied in the middle of the element in the direction perpendicular to its axis, alternately in the horizontal and vertical axes;
- the fence shall have at least one intermediate horizontal element;
- the height of the flanging element (board fence of the deck) shall be at least 0.15 m.

12.3 The scaffolding shall have a passport containing installation instructions, information on the material design of the parts, as well as diagrams for mounting/dismounting the scaffolding.

12.4 Self-made elements from wood, plywood, chipboard and other production materials based on wood and other materials shall not be allowed, including partial manufacture.

12.5 Operation from random stands shall be prohibited.

12.6 Ladders shall be marked with an inventory number, next test date, belonging to the unit, and the name of the **Counterparty** or a third party engaged by it. Testing of ladders shall be carried out for wooden – once every 6 months; for metal – once every 12 months.

### **13. Fire Safety Requirements.**

13.1 The **Counterparty** shall ensure compliance with the requirements of Federal Law No. 69-FZ dated December 21, 1994 "On Fire Safety", Federal Law No. 123-FZ dated July 22, 2008 "Technical Regulations on Fire Safety Requirements", the RF Government Decree No. 1479 dated September 16, 2020 "On Approval of Fire Safety Regulations in the Russian Federation", as well as other requirements of the current Russian legislation and local regulations of the **Company** in the field of fire safety.

13.2 The **Counterparty** shall ensure that its employees and the employees of third parties engaged by it have mobile devices with an explosion protection class of at least Ex in places where the **Company** has established the obligation to use mobile devices with the specified explosion protection class. The carrying and use of non-explosion-proof mobile devices in an explosion-hazardous area shall be prohibited.

13.3 If it is necessary for the **Counterparty** or third parties engaged by the same to use vehicles and special equipment in an explosion-hazardous area on the territory of the **Company**, the **Counterparty** shall be obliged to ensure the use of spark arresters or other devices that exclude sparking from the exhaust system.

### **14. Requirements for road safety, as well as requirements for the traffic safety and operation of railway transport.**

14.1 The **Counterparty** shall be obliged to ensure compliance with the requirements of Federal Law No. 196-FZ dated December 10, 1995 "On Road Safety", Decree of the Government of the Russian Federation No. 1090 dated October 23, 1993 "On Traffic Rules", the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) dated September 30, 1957, Federal Law No. 17-FZ dated March 10, 2003 "On Railway Transport in the Russian Federation", Occupational Safety Rules during the Operation of Industrial Transport (approved by Order of the Ministry of Labor of Russia dated 18.11.2020 No. 814n), Rules on Labor Protection in Road Transport (approved by Order No. 871n of the Ministry of Labor of Russia dated December 09, 2020), Rules for stay of citizens in high-risk areas, as well as for crossing railroad tracks (approved by Order No. 18 of the Ministry of Transport of the Russian Federation dated February 08, 2007), as well as other requirements of the current legislation of the Russian Federation and local regulations of the **Company** in the field of road safety, as well as in the field of traffic safety and operation of railway transport.

14.2 The **Counterparty** shall be obliged to ensure the traffic of employees and vehicles engaged in the performance of the contract along the routes agreed upon with the **Company**, as well as in accordance with the requirements of the current legislation of the Russian Federation and local regulations of the **Company**.

14.3 If the work is performed within the territory of application of the Road Safety Interaction Regulations approved at ZapSibNeftekhim LLC (INN (Taxpayer identification Number 1658087524), additional requirements to ensure traffic safety shall be established by the said regulations posted on SIBUR's website at: <https://www.sibur.ru/sustainability/health/transport/safety/>. In the event of changes in the regulations, the Parties shall be governed by the new version of the regulations as of the date of their posting on SIBUR's website, unless a different date is specified in the new version. ZapSibNeftekhim LLC shall guarantee the continuous publication of all versions of the

regulations on SIBUR's website. The **Counterparty** shall independently monitor the change in the regulations on SIBUR's website and ensure that its employees and third parties engaged by the **Counterparty** to perform the contract have reviewed and understood the new version of the regulations.

### **15. Radiation Safety Requirements.**

15.1 The **Counterparty** shall ensure compliance with the requirements of Federal Law No. 3-FZ dated January 09, 1996 "On the Radiation Safety of the Population", as well as other requirements of the current legislation of the Russian Federation and local regulations of the **Company** in the field of radiation safety from the harmful effects of ionizing radiation.

### **16. Requirements for the observance of labor discipline.**

16.1 The **Counterparty** shall ensure that all employees and other persons engaged in the performance of the contract comply with the rules of conduct, prohibitions, and requirements determined by the Labor Code of the Russian Federation as well as local regulations of the **Company**.

16.2 To ensure a safe environment in the territory of the **Company**, the **Counterparty** shall ensure that all employees and other persons engaged in the performance of the contract comply with the appearance standards. No one shall be allowed to be present in the territory of the **Company**:

- in shorts, knickers, Capri pants, leggings;
- T-shirts, tops;
- in open toe/heels shoes.

16.3 On the territory of the **Company**, the **Counterparty** shall not allow their employees and third parties engaged by the **Counterparty** to launch and use any game applications and programs on any portable electronic devices, including those with augmented reality effect or using geolocation services (in particular, Pokemon Go, etc.).

16.4 The **Counterparty** shall prohibit their employees and employees of third parties engaged by the **Counterparty** from playing with equipment, tools, and dangerous entertainment on the territory of the **Company**.

16.5 In order to prevent cases of harm to human health (including bites), when performing the contract, the **Counterparty** shall be obliged to prevent their employees and employees of third parties engaged by the **Counterparty** from breeding or feeding stray animals (dogs, etc.).

16.6 The **Counterparty** shall ensure the correct behavior of its employees and third parties engaged thereby, prevent threats, insults, and other manifestations of aggression towards each other, the employees of the **Company** and their **Counterparties**, and employees who monitor the compliance with the HSE requirements of the **Company**.

16.7 In case of application of the representative of the **Company**, an employee of the **Counterparty** or a third party engaged by it shall introduce himself (tell the name of the organization, the employee of which he is, his position/profession, and full name).

### **17. Environmental Requirements.**

17.1 The **Counterparty**, as well as third parties engaged by the same, in the performance of works under the contract, shall independently carry out activities and bear responsibility according to the provisions of the current legislation of the Russian Federation in the field of environmental protection, sanitary and epidemiological legislation and rational use of natural resources. The **Counterparty** shall be obliged to ensure compliance with the requirements of the current legislation of the Russian Federation and local regulations of the **Company** in the field of environmental protection and safety.

17.2 The **Counterparty** shall determine and agree with the **Company** on the procedure for handling waste generated as a result of the **Counterparty's** activities before the start of the contract performance. Unauthorized or undivided accumulation of waste on the territory of the **Company** shall be prohibited. The **Counterparty** shall be fully responsible for the improper handling of production and consumption waste generated as a result of their activities or the activities of third parties engaged by the Counterparty. At the **Company's** request, the **Counterparty** shall be obliged, within three business days, to provide copies of any documents (including, but not limited to, primary accounting documents) confirming the proper handling of waste generated as a result of the activities of the **Counterparty** or third parties involved by the same.

17.3 Deliberate or negligent contamination of the **Company's** territory with oil products and other substances that have a negative environmental impact, including waste from vehicle washing, shall be prohibited. The **Counterparty** shall be responsible for the organization of work/provision of services, including by the third parties engaged by the Counterparty, ensuring compliance with the prohibition specified in this Clause.

17.4 The **Counterparty**, as well as third parties engaged by the same, shall comply with the requirements of the Clean Sweep Initiative, namely:

17.4.1 The **Counterparty** shall for the time period of provision of services accept the policy of PJSC "SIBUR Holding" to adhere to the principles of international program Operational Clean Sweep posted on SIBUR's website: [https://www.sibur.ru/sustainability/sibur\\_environment/](https://www.sibur.ru/sustainability/sibur_environment/) (hereinafter referred to as the Program).

17.4.2 When performing obligations under the contract the **Counterparty** shall comply with the Program and ensure the compliance with the same by their affiliates, in particular, to ensure prevention of release to/dischARGE into the environment of polymer pellets, flocks and powder, localization of scattered materials, prompt and efficient clean up and proper disposal of pellets, flocks and powder.

## **18. Requirements for the investigation of incidents.**

18.1 The **Company** shall be entitled to conduct its own investigation of the incident and request explanations from the **Counterparty**. The **Counterparty** shall provide all necessary information (including on the third parties engaged by the Counterparty) for the investigation and, at the request of the **Company**, shall take part in the incident commission within the time frame specified by the **Company**.

18.2 Accidents that happened to the employees of the **Counterparty** or a third party engaged by the **Counterparty** shall be investigated by the **Counterparty** with the obligatory participation of the **Company's** representatives in the investigation.

18.3 The **Counterparty** and third parties engaged by the same to perform the contract shall notify the state supervision bodies about accidents that happened to their employees according to the procedure established by the current legislation.

## **19. Reporting requirements for the Counterparty.**

19.1 The **Counterparty** shall provide the **Company** with information on the results of inspections for compliance by the **Counterparty** and third parties engaged by the same to perform the contract with the requirements of the current legislation in the field of HSE carried out by the state inspection bodies, inform the **Company** about violations, suspension of activities or cancellation of a license, termination of another permissive documentation required to carry out activities.

19.2 Every month (by the 5th day of the month following the reporting period), the **Counterparty** shall send to the **Company** to the email address of the representative of the unit supervising the performance of the contract on behalf of the **Company** and to the email address [contractorsafety@sibur.ru](mailto:contractorsafety@sibur.ru) a monthly HSE report and a certificate of identified hazardous



situations and HSE violations for the previous month according to the established form. An up-to-date form for filling out by the **Counterparty** an operational message about an incident with an incident classifier is posted on SIBUR's website at [https://www.sibur.ru/sustainability/production\\_safety/bc/](https://www.sibur.ru/sustainability/production_safety/bc/) (file for downloading can be found at [https://www.sibur.ru/sustainability/production\\_safety/bc/Counterparty\\_Monthly\\_HSE\\_Report.xlsx](https://www.sibur.ru/sustainability/production_safety/bc/Counterparty_Monthly_HSE_Report.xlsx)).

19.3 The monthly report and information on the identified hazardous situations and HSE violations shall be submitted in a single file in editable \*.xlsx format. If the **Counterparty** engages third-party employees, the monthly report and certificate of identified hazardous situations and HSE violations shall be filled out for each third party in a separate file for each reporting period.

19.4 The **Company** shall be entitled to request an HSE report and a report on detected HSE hazards and violations for each calendar week. In this case, a weekly report and a statement of identified HSE hazards shall be submitted on the first business day of the calendar week following the reporting week. The **Company** shall notify the **Counterparty** of the need to submit weekly reports in a separate letter.

19.5 When sending documents and reports, the **Counterparty** and third parties engaged by the same shall ensure the ability to identify the sender of the electronic document. If the **Company** performing the verification of documents cannot identify the sender and contact him/her, as well as cannot get access to the information system due to access restrictions, including in connection with the provision of a paid access, the document (report) shall be deemed not submitted.

19.6 If the **Company** finds out that the **Counterparty** or third parties engaged by the same fail to comply with the HSE requirements, the **Counterparty** shall send a certificate on the status of implementation of measures agreed with the **Company** to eliminate inconsistencies previously identified by the **Company** before the expiration of the elimination period set by the **Company**.

## **20. The procedure for recording violations of the HSE requirements committed by the Counterparty.**

20.1 In case of violations of the requirements of the **Company** in the field of HSE, the Violation Report shall be drawn up according to the form established by the **Company**. Violation Reports in two copies shall be signed by the representatives of the **Company** or a person who discovered the violation and by the representatives of the **Counterparty**, or, if the representative of the **Counterparty** refuses to sign the report,

- unilaterally by the representative of the **Company** or by the person who discovered the violation, and shall constitute the grounds for the payment by the **Counterparty** of fines, the amounts of which shall be established by the contract and shall depend on the type of violation. Based on the Violation Report, the **Company** shall notify the **Counterparty** in writing of the need to transfer the amount of fine to the account of the **Company**. Prior to settlements with the **Counterparty**, the **Counterparty** shall provide the **Company** with a copy of the payment order on the transfer of the fine amount with the bank's mark. Without a copy of the payment order, the total amount payable to the **Counterparty** shall be reduced by the amount of the fine.

## **21. The procedure for the Counterparty's recording of a violation of KSR "Appearance on the territory of the Company in the state of alcoholic, narcotic, or other intoxication".**

21.1 If there are suspicions that an employee of the **Counterparty** or a third party is on the territory of the **Company** in the state of alcoholic, narcotic, or other intoxication, or smuggles substances that cause alcoholic, narcotic or other intoxication to the **Company's** territory, the **Company** shall be entitled to implement any one or several of the following measures to record this fact:

- prohibit an employee of the **Counterparty** or a third party from entering the territory of the **Company**;
- confiscate personal pass of the employee of the **Counterparty** or a third party, in respect of whom the violation was revealed;
- call an authorized person of the **Counterparty** and/or a third party and the person responsible for carrying out works on the part of the **Company** to draw up a Violation Report according to the form established by the **Company**;
- draw up a Violation Report according to the form established by the **Company** with the attachment of written explanations from the employee of the **Counterparty** or a third party. If the employee refuses to give explanations, such refusal shall be recorded in the Report. If the authorized representative of the **Counterparty** and/or a third party fails to appear and sign the Report within one hour from the moment the **Counterparty** and/or a third party are notified of the fact that a Report was drawn up against its employee, the person who discovered the violation shall execute the Report unilaterally with the involvement of two persons. In this case, the Report shall be deemed valid without the signature of the **Counterparty** and/or a third party. If the employee of the **Counterparty** or a third party refuses to undergo a medical examination for the state of intoxication and/or fails to provide a medical report on the absence of a state of intoxication issued no later than 2 hours from the moment of drawing up the Report, the above Report shall be deemed the basis for imposing penalties on the **Counterparty** provided for by the contract. Record on the absence of a state of intoxication shall be submitted to the authorized representative of the **Company's** HSE Department no later than one business day after the medical examination;
- offer an employee of the **Counterparty** and/or a third party to pass a medical examination for intoxication. If the examination is carried out at the expense of the **Company**, the **Counterparty** shall reimburse the **Company** for the costs of examination if, according to the results of the examination, the state of intoxication is established. If the employee of the **Counterparty** and/or a third party, in respect of which the Violation Report was made according to the form established by the **Company**, refuses to pass a medical examination for the state of intoxication, the **Counterparty** shall arrange for a medical examination of the employee of the **Counterparty** and/or a third party in the municipal narcological dispensary within two hours after drawing up of the Report.

21.2 The **Company** shall be entitled not prohibit an employee of the **Counterparty** and/or a third party in respect of which, according to Clause 21.1, the Violation Report was made according to the form established by the **Company**, from entering its territory to perform works under any contract concluded with the **Counterparty**. The exercise of this right by the **Company** shall not relieve the **Counterparty** from the obligation to properly fulfill its obligations under the signed contracts within the time frame agreed upon by the Parties.

**22. The list of penalties to the Counterparty for violation of these Requirements\*\*\*\*\*:**

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
<b>Violations of Key Safety Rules (KSR)</b>			
1 KSR	Concealment of information about major, significant, potentially dangerous incidents (except for the violations provided for by Clause 1.1 of KSR and Clause 1.2 of KSR of this List of Penalties).**	Clause 3	100

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
1.1 KSR	Concealment of information about the incident resulting in the death of any person staying in the territory of the <b>Company</b> .**		500
1.2 KSR	Concealment of information about the incident resulting in harm of any severity to the health of any person located on the <b>Company's</b> territory, an accident, incident or fire (except for a violation provided for in Clause 1.1 of KSR of this List of Penalties).**		250
2 KSR	Perform highly hazardous works without a work permit.		100
3 KSR	Disable or damage the integrity of interlocks, the emergency shutdown system, and safety devices on operating equipment without the relevant written permission.		100
4 KSR	Appearance (including presence) on the <b>Company's</b> territory in a state of alcoholic, narcotic, or other intoxication.		100
5 KSR	Smoking (including the use of aerosol/steam devices, heating devices (including tobacco), as well as the use of devices for the consumption of nicotine-containing products) on the <b>Company's</b> territory outside specially designated areas or the use of open flames without special permission.		100
6 KSR	Work at height without the use of collective protective equipment accepted by the Company and personal fall protection equipment.		100
<b>Violation of the HSE Requirements</b>			
1	Violation of the requirements of the current legislation of the Russian Federation and/or HSE Requirements of the <b>Company</b> resulting in the death of any person located on the territory of the <b>Company</b> .	-	500
2	Violation of the requirements of the current legislation of the Russian Federation and/or HSE Requirements of the <b>Company</b> , resulting in harm of any severity to the health of any person located on the territory of the <b>Company</b> , an accident, incident or fire on the territory of <b>Company</b> (except for the violations provided for in Clause 1 of this List of Penalties).	-	250

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
3	Breakage of a support, breakage of a power line, damage to equipment, pipelines, underground utilities or other material damage due to the fault of the <b>Counterparty</b> (except for the violations provided for in Clauses 1 and 2 of this List of Penalties). ***	-	80
4	Violation of the requirements of the work permit, operations certificate, method statement, work plan, or other permit documents for the right to perform work, as well as the lack of HSE permits (except for the violations provided for in Clauses 2 of KSR, 6 of KSR of this List of Penalties).	-	80
5	Resumption by the <b>Counterparty</b> of work previously suspended by the <b>Company</b> until the elimination of the identified HSE violations.	-	80
6	Failure to comply with the deadlines determined by the <b>Company</b> for the elimination of the previously revealed HSE violations, as well as for providing the information on the elimination of HSE violations and/or implementation of HSE measures.	-	30
7	Providing false information (in whole or in part), as well as making unidentifiable or false signatures, numbering and details, other adjustments, including aimed at non-compliance with HSE Requirements in documents (certificates, protocols, opinions, certificates (including medical ones), work permits, operations certificates, method statements, work plans, and other documents) and copies thereof.	-	80
8	Involvement by the <b>Counterparty</b> in the performance of the contractual scope of work/performance of obligations under the contract of the third parties without appropriate approval of such third party (including cases of involvement of employees under civil law contracts without appropriate approval, as well as cases of failure to provide a copy of the employment contract of the employee at the request of the <b>Company</b> ).	Clauses 1.10-1.10	80

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
9	Absence/non-representation on the <b>Company's</b> territory of the <b>Counterparty's</b> occupational safety specialists appointed and agreed upon with the <b>Company</b> or the <b>Counterparty's</b> road safety specialists or persons responsible for industrial environmental control, for operations with production and consumption waste and compliance with environmental legislation of the <b>Counterparty</b> or failure to appoint persons responsible for safe organization of work by the <b>Counterparty</b> in accordance with the requirements for the organization of the HSE management system on the <b>Company's</b> territory.	Clauses 2.2-2.10	50
10	Violation of the requirements for the provision of HSE documentation (except for the violations provided for in Clause 2 of KSR, Clause 4 and Clause 7 of this List of Penalties).	Clause 4	50
11	Violation of the requirements for training, certification, briefings and knowledge tests of employees in the field of HSE.	Clause 5	50
12	Violation of the requirements for the organization of medical examinations, mandatory psychiatric examination of employees.	Clause 6	50
13	Violation of the requirements in the field of medical safety and health care.	Clause 7	to be determined in accordance with the requirements of the Company in the field of MS&HC
14	Violation of the requirements for the provision and use of personal protective equipment (except for the violations provided for by Clause 6 of KSR, Clause 4 of this List of Penalties).	Clause 8	30
15	Violation of the requirements for equipment, materials, workplaces, and safe production of work.	Clause 9	50
16	Violation of safety requirements in the operation of lifting equipment, including hoisting structures, as well as loading and unloading work and placement of cargo (except for the violation provided for by Clause 4 of this List of Penalties).	Clause 10	50

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
17	Violation of electrical safety requirements (except for the violations provided for by Clause 2 of KSR, Clause 4 of this List of Penalties).	Clause 11	50
18	Violation of safety requirements during work at height (except for the violations provided for by Clause 2 of KSR, Clause 6 of KSR of this List of Penalties).	Clause 12	50
19	Violation of fire safety requirements (except for the violations provided for by Clause 2 of KSR, Clause 5 of KSR, Clause 4 of this List of Penalties).	Clause 13	50
20	Violation of the requirements for road safety, as well as the requirements for traffic safety and operation of railway transport.	Clause 14	50****
21	Violation of radiation safety requirements.	Clause 15	50
22	Violation of requirements for the observance of labor discipline.	Clause 16	80
23	Violation of environmental requirements (including non-compliance with the requirements of the current legislation of the Russian Federation and local regulations of the <b>Company</b> regarding environmental protection and safety; the procedure for handling waste generated as a result of the activities of the <b>Counterparty</b> or third parties engaged by the same, including temporary storage of waste in areas not designated for these purposes, failure to fulfill the obligation to timely waste removal, littering the territory of the <b>Company</b> , as well as failure to comply (in whole or in part) with the requirements for the provision of reporting documents confirming proper waste management).	Clauses 17.1, 17.2, 17.4	80
24	Contamination of the <b>Company's</b> territory with oil products and other substances that have a negative environmental impact, including waste from vehicle washing.	Clause 17.3	80
25	Violation of the requirements for the investigation of incidents.	Clause 18	30
26	Violation of reporting requirements for the <b>Counterparty</b> .	Clause 19	30

Item No.	Violation involving payment of fine by the <b>Counterparty</b> to the <b>Company</b> on a case-by-case basis*	Reference to the Clauses of these HSE requirements	Amount of penalties, thous. rub.
27	Violation of other applicable legislative requirements of the Russian Federation and the <b>Company's</b> HSE requirements (except for the violations provided for by Clauses 1-6 of KSR, Clauses 1-26 of this List of Penalties).	-	30

When applying fines, the following conditions shall be met:

\* If at the time of detection of a violation, the employee has already been dismissed and was in the territory of the **Company** through the fault of the **Counterparty** who did not withdraw the pass permit after dismissal, the **Counterparty** shall pay the fine for violation of HSE requirements in full.

\*\* In case of failure to inform the **Company** about the incident within the term set forth in Clause 3.4 hereof.

\*\*\* Along with the payment of the fine and damages, the **Counterparty** shall also within three days after receiving the **Company's** written request, restore the damaged facilities at its own expense.

\*\*\*\* In the event that a violation of road safety requirements is committed within the territory of application of the Road Safety Interaction Regulations approved at ZapSibNeftekhim LLC, the amount of the fine shall be determined according to the said regulations, which are available on SIBUR's website at: <https://www.sibur.ru/sustainability/health/transport/safety/>. In the event of changes in the regulations, the Parties shall be governed by the new version of the regulations as of the date of their posting on SIBUR's website, unless a different date is specified in the new version. ZapSibNeftekhim LLC shall guarantee the continuous publication of all versions of the regulations on SIBUR's website. The **Counterparty** shall independently monitor the change in the regulations on SIBUR's website and ensure that its employees and third parties engaged by the **Counterparty** to perform the contract have reviewed and understood the new version of the regulations.

\*\*\*\*\* At the conclusion of contracts, which involve visiting by the **Counterparty's** employees of the territory of the **Company**, when such employees are not engaged in the performance of works/providing services at the production facilities of the **Company** or the use of these facilities (including information and consulting, auditing, accounting, legal services, as well as the organization of holidays, sports events, not related to hazardous work) only fines for violations stipulated by clauses 1,1.1,1.2,4,5 of section "Key Safety Rules" and clauses 1,2,13,14,19,20,22,27 of section "Violations of HSE requirements" of the table above shall apply.