

The Company's HSE Requirements

1. General Provisions

1.1. Guided by the Integrated Management System (ISM) Policy of SIBUR, LLC and PJSC SIBUR Holding enterprises, the Enterprise pays special attention to the issues of Health, Safety, and Environment (hereinafter referred to as "HSE") and requires the Counterparty to meet high standards in the HSE area.

1.2. When performing the contract, the Counterparty shall ensure that all requirements of the legislation in the HSE area as well as the requirements of the local regulations of the Enterprise in the HSE area applicable according to the terms and conditions of the contract are met.

1.3. The Enterprise shall familiarize the Counterparty with the Integrated Management System (ISM) Policy of SIBUR, LLC and PJSC SIBUR Holding enterprises and the requirements of the Enterprise's local regulations in the HSE area applicable according to the terms and conditions of the contract.

1.4. If the Counterparty engages third parties to perform the contract, the Counterparty shall ensure that third parties perform the contract in compliance with the HSE requirements of the Enterprise.

1.5. The engagement of a third party to perform the contract shall be agreed in writing with the Enterprise.

1.6. The Counterparty shall not have the right to engage employees under civil contracts to perform the contract at the facilities of the Enterprise.

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

1.8. For violation of HSE and transport safety requirements, employees of the Counterparty and/or employees of third parties engaged by the Counterparty who committed the violation, as well as their immediate supervisors (other persons) who exercised (should have exercised) control over the activities of the employees shall be removed from the territory of the Enterprise and shall not be allowed to enter the territory of the Enterprise in the future.

2. Responsibility for ensuring safe environment and occupational health.

2.1. The Counterparty shall bear full responsibility for non-observance by its employees and employees or representatives of third parties engaged thereby of the requirements of the legislation in the HSE area and local regulations of the Enterprise in the HSE area applicable according to the terms and conditions of the contract.

2.2. At the facilities of the Enterprise transferred to the Counterparty under the Transfer Certificate, the Counterparty shall bear responsibility for ensuring safe environment and occupational health.

2.3. Employees of the Counterparty or third parties engaged thereby and admitted (as part of a team or under the direct control of an employee of the Counterparty or a third party appointed thereby according to the order) to work at height without the use of scaffolding, as well as to perform roofing and other works on the roofs of buildings shall have at least 1 year of working at height experience.

2.4. When performing the contract in the territory of the Enterprise, the Counterparty shall ensure the presence of the required number of qualified safety

specialists at the work sites at the rate of 1 (one) specialist for a certain number of employees of the Counterparty and third parties engaged thereby during the entire period of the performance of works (who shall simultaneously be present during the production/performance of works in the territory of the Enterprise), namely:

- for the number of up to 10 employees of the Counterparty and third parties engaged thereby (who are simultaneously present during the production/performance of works in the territory of the Enterprise) — 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 Enterprise, provided that this representative shall not at the same time be responsible for carrying out hazardous works during the performance period;

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

- starting from 51 employees of the Counterparty and third parties engaged thereby (who are simultaneously present during the production/performance of works in the territory of the Enterprise) — the Counterparty shall provide one qualified safety specialist at the rate of 1 (one) safety specialist for no more than 50 (fifty) employees. The Counterparty shall have the right to decide on the reduction of the number of qualified safety specialists to 1 (one) safety specialist for no more than 75 (seventy-five) of its employees and employees of third parties engaged thereby (who are simultaneously present during the production/performance of works in the territory of the Enterprise). Exercising the specified right to reduce the number of safety specialists, the Counterparty shall send a motivated decision to the Enterprise in advance.

2.5. Information and documents regarding the safety specialist(s) assigned together with the employees of the Counterparty and third parties engaged thereby to perform works in the territory of the Enterprise shall be sent to the Enterprise in advance before starting works to obtain approval for admission of the entire brigade (the entire staff of the Contractor's employees and third parties engaged thereby) to the territory of the Enterprise. The risks of non-admission to the territory of the Enterprise (including the inability to fulfill contractual obligations) shall be borne by the Counterparty.

2.6. The Counterparty shall agree with the Enterprise on HSE candidates who are intended to perform works in the territory of the Enterprise with the provision of the following documents:

- documents confirming that safety specialists have the skills corresponding to the requirements of professional standard on occupational safety;

- document confirming the length of service in the position of a safety specialist (at least 3 (three) years with secondary vocational education and at least 1 (one) year with higher education) (at the request of the Enterprise, a copy of the work record book shall be provided).

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

2.7. Safety specialist, whose presence is due to the number of employees of the Counterparty and third parties engaged thereby (eleven or more persons who are simultaneously present during the production/performance of works in the territory of the Enterprise), shall be released from his/her other duties and shall not combine positions (functionality) for the period of production/performance of such works.

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

2.9. 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 equipped with a specially equipped motor vehicle (with yellow or orange beacons, a radio station, and the Road Traffic Safety label).

2.10. The Enterprise shall have the right to carry out inspections and audits of the Counterparty, third parties engaged thereby, works performed, production and utility premises as well as employees and documentation of the Counterparty and third parties engaged thereby for compliance with the HSE requirements, including the assessment of knowledge of the Counterparty's employees and third parties engaged in the commission of the Enterprise.

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 Enterprise, the violation of which is absolutely unacceptable and shall entail the mandatory application of disciplinary measures.

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

3.3. All employees and third parties engaged by the Counterparty to perform the contract shall comply with the KSR. According to KSR, the employees and third parties engaged by the Counterparty, when in the territory of the Enterprise, shall not:

- 1) Conceal information on major, significant, and high potential incidents.
- 2) Carry out highly hazardous works without a work permit.
- 3) Disable or damage the integrity of interlocks, the emergency shutdown system, and safety devices on operating equipment without the relevant written permission.
- 4) Appear in the territory of the Enterprise in the state of alcoholic, narcotic, or other intoxication.
- 5) Smoke in the territory of the Enterprise outside the places specially designated for this purpose or use open fire without special permission.
- 6) Working at height without the use of collective protective equipment accepted by the Enterprise and personal fall protection equipment.

3.4. Failure to comply with the KSR shall be considered a gross violation of labor discipline. For violation of any KSR in all cases without exception, the offender shall be immediately barred from the performance of the contract and shall be subject to disciplinary measures up to and including discharge.

4. HSE training and assessment of personnel

4.1. The Counterparty shall be responsible for training employees and other persons engaged in the performance of the contract in safe methods and techniques for performing works and providing first aid, for providing HSE briefings, for organizing and conducting an internship at the workplaces and assessing HSE awareness and knowledge;

4.2. All managers, specialists, and employees, as well as other persons engaged

by the Counterparty to perform the contract shall have documents confirming that they underwent training and certification/assessment of HSE knowledge in terms of the type of works/services. Copies of documents shall be submitted to the Enterprise.

4.3. Before proceeding with the performance of the contract, all employees and other persons engaged by the Counterparty to perform the contract shall:

- undergo an introductory briefing at the HSE unit of the Enterprise, familiarize themselves with the Integrated Management System (ISM) Policy of SIBUR, LLC and PJSC SIBUR Holding enterprises and KSR;
- familiarize themselves with the requirements of the local regulations of the Enterprise in the HSE area applicable in the performance of the contract of the Enterprise;
- undergo an initial briefing at the Enterprise unit (if performing works in the territory of operating units).

5. Personal protective equipment (PPE)

5.1. The Counterparty shall ensure that all employees and other persons engaged in the performance of the contract have personal protective equipment corresponding to the harmful and/or hazardous production factors of the works performed/services rendered.

5.2. In the territory of the production sites of the Enterprises, all employees and other persons engaged by the Counterparty to perform the contract, regardless of the type of activities and official position, shall be provided with the following PPE:

- special clothes with the logo of the organization;
- special footwear;
- protective helmets;
- protective glasses;
- protective gloves;
- other PPE necessary to protect from harmful and/or hazardous production factors of operating units in the territory of which works/services are performed.

6. Compliance with labor discipline

6.1. 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 Enterprise.

6.2. To avoid the risks of accidents due to the performance of the contract under the influence of alcohol, drugs, or other intoxicants, the Contractor 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 presence of signs of alcoholic, drug, or other intoxication;
- bar employees and third parties engaged by the Counterparty from working under the influence of alcohol, drugs, or other intoxicants;
- not allow the employees to smuggle substances (including medicines) causing alcohol, narcotic or other intoxication into the territory of the Enterprise.

6.3. To ensure a safe environment in the territory of the Enterprise, the

Contractor shall ensure that all employees and other persons engaged in the performance of the contract comply with the appearance standards. No one is allowed to be present in the territory of the Enterprise:

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

6.4. In buildings and structures as well as in the territory of the Enterprise, the Counterparty shall not allow its employees and third parties engaged thereby to launch and use any game applications and programs on any portable electronic devices, including those with augmented reality effect or using services geolocation (Pokemon Go, etc.).

6.5. The Counterparty shall not allow its employees and third parties engaged thereby to smoke electronic cigarettes outside specially designated smoking areas.

6.6. The Counterparty shall ensure the correct behavior of its employees and third parties engaged thereby, prevent threats, insults, and other manifestations of aggression towards the employees of the Enterprise and employees who monitor the compliance with the HSE requirements of the Enterprise.

6.7. Upon the dismissal of an employee or a third party engaged by the Counterparty to perform the contract, the Counterparty shall confiscate his/her pass to the territory of the Enterprise and immediately inform the Economic Security Service and the Health, Safety and Environment Service of the Enterprise about this.

7. Requirements for equipment, materials, workplaces and waste management

7.1. The Counterparty shall ensure the technically sound condition of the machines, tools, fixtures, and other equipment used to perform the contract.

7.2. Placing of equipment at the place of contract performance shall be agreed in advance with the representative of the Enterprise.

7.3. The Contractor shall provide the Enterprise with Safety and Health Certificates for the materials prior to their use on the territory of the Enterprise.

7.4. 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.

7.5. At the place of contract performance, the Counterparty shall ensure warning and protection of people from contact with harmful and hazardous production factors associated with the performance of the contract (impact of hazardous substances, slipping/tripping, falling from a height, falling objects, electric shock, etc.), install guards, safety signs, and provide lighting if necessary.

7.6. The Counterparty shall determine and agree with the Enterprise on the procedure for handling waste generated as a result of the Counterparty's activities before the start of the contract performance. Unauthorized accumulation of waste on the territory of the Enterprise is prohibited.

7.7. When all obligations under the contract are fulfilled, the Contractor shall dismantle the temporary structures and clean the place of the contract performance.

8. Accidents and incidents

8.1. If, during the performance of works in the territory of the Enterprise, the

Counterparty and/or a third party engaged thereby had an HSE incident, the Counterparty shall:

- within 10 minutes after the incident, inform the dispatcher of the Enterprise about it by any means of communication and in any form;

- within 12 hours after the incident, report the details of the incident according to the established form to the e-mail address of the representative of the unit supervising the performance of the contract on the part of the Enterprise and to the e-mail address contractorsafety@sibur.ru.

8.2. 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/ (file for downloading can be found at https://www.sibur.ru/sustainability/production_safety/bc/Оперативное%20сообщение%20о%20происшествии.xlsx).

8.3. The Enterprise shall have the right 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 thereby) for the investigation and, at the request of the Enterprise, shall take part in the incident commission within the time frame specified by the Enterprise.

8.4. 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 Enterprise's representatives in the investigation.

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

8.6. In the event of environmental pollution by the Counterparty or third parties engaged thereby, the Counterparty shall reimburse the Enterprise for all costs incurred thereby to eliminate this pollution, compensate for environmental damage, and pay fines under claims/orders of state supervision and control bodies.

9. Reporting requirements

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

9.2. Every month (by the 5th day of the month following the reporting period), the Counterparty shall send the Enterprise to the email address of the representative of the unit supervising the performance of the contract on the part of the Enterprise and to the email address 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 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/ (file for downloading can be found at https://www.sibur.ru/sustainability/production_safety/bc/Ежемесячный%20отчет%20по%20ОТ%20ПБ%20и%20ООС%20Контрагента.xlsx).

9.3. 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 Contractor 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.

9.4. When sending documents and reports, the Counterparty and third parties engaged thereby shall ensure the ability to identify the sender of the electronic document. If the Enterprise performing the verification of documents cannot identify the sender and contact him/her/it, 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 considered not submitted.

9.5. If the Enterprise finds out that the Counterparty or third parties engaged thereby fails to comply with the HSE requirements, the Counterparty shall attach to the report a certificate on the status of implementation of measures agreed with the Enterprise to eliminate inconsistencies previously identified by the Enterprise.

10. The procedure for recording violations of the HSE requirements committed by the Counterparty.

10.1. In case of violations of the requirements of the Enterprise in the HSE area, the Irregularity Report shall be drawn up according to the form established by the Enterprise. Irregularity Reports in two copies shall be signed by the representatives of the Enterprise 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 Enterprise 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 Irregularity Report, the Enterprise shall notify the Counterparty in writing of the need to transfer the amount of fine to the account of the Enterprise. Prior to settlements with the Counterparty, the Counterparty shall provide the Enterprise with a copy of the payment order on the transfer of 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.

11. The procedure for the Counterparty's recording of a violation of KSR "Appearance in the territory of the Enterprise in the state of alcoholic, narcotic, or other intoxication".

11.1. If there are suspicions that an employee of the Counterparty or a third party is on the territory of the Enterprise in the state of alcoholic, narcotic, or other intoxication, or smuggles substances that cause alcohol, narcotic or other intoxication to the territory of the Enterprise, the Enterprise shall have the right to implement the following measures to record this fact:

- do not allow an employee of the Counterparty or a third party to enter the territory of the Enterprise;

- 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 third party and the person responsible for carrying out works on the part of the Enterprise to draw up a Violation Report according to the form established by the Enterprise;

- draw up the Violation Report according to the form established by the Enterprise 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 considered 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 considered 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 HSE department of the Enterprise no later than one working day after the medical examination;

- offer an employee of the Counterparty and/or a third party to undergo a medical examination for intoxication. If the examination is carried out at the expense of the Enterprise, the Counterparty shall reimburse the Enterprise 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 Irregularity Report was drawn up according to the form established by the Enterprise, refuses to undergo 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.

11.2. The Enterprise shall have the right not to allow an employee of the Counterparty and/or a third party in respect of which, according to clause 11.1, the Violation Report was made according to the form established by the Enterprise, to enter its territory to perform works under any contract concluded with the Counterparty. The exercise of this right by the Enterprise 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.

12. Obligations of the Counterparty to organize medical examinations and mandatory psychiatric examination of its employees.

12.1. The Counterparty shall arrange for the medical examination of employees (taking into account the type of works performed by them and their profession) according to the current legislation of the Russian Federation in the medical facilities recommended by the Enterprise (if possible).

12.2. The Counterparty shall organize a mandatory psychiatric examination of employees who carry out certain types of activities, in particular those related to the sources of extra high hazard (with the influence of harmful substances and unfavorable production factors), and work in conditions of extra high hazard according to the current legislation of the Russian Federation.

12.3. Before the beginning of the contract performance, the Counterparty shall provide the Enterprise, upon its request, with the copies/originals of the final reports based on the results of medical examinations for all employees of the Counterparty performing works in the territory of the Enterprise who shall undergo medical examinations according to the current legislation of the Russian Federation.

12.4. The Enterprise shall have the right to check the original copy of the final act based on the results of medical examinations to confirm its accuracy.

13. Requirements for protecting employees (staff members) of the Enterprise and its Counterparties in connection with the risk of spread of COVID-19 coronavirus infection

13.1. In order to ensure the protection of employees of the Enterprise and its Counterparties, employees of the Enterprise and engaged third parties are forbidden from:

14.1.1. Coming to the operations facility or staying in the territory of the Enterprise if they have symptoms or signs of acute respiratory viral infection (high body temperature (above 37 °C), coughing – dry or wet; rhinitis – nasal blockage; nasal cold and sneezing);

14.1.2. Refusing to undergo temperature measurement procedure on entry to the Enterprise territory or non-compliance with its procedure, e.g., attempts to lower body temperature before the measurement is taken, refusal to record the examination results in the register or refusal to comply with the requirements relating to body temperature measurement;

14.1.3. Failing to ensure a 14-day self-isolation (quarantine) period by employees returning from abroad (the isolation period shall be calculated starting from the date of return from the trip) prior to entering the Enterprise territory;

14.1.4. Staying in the territory of the Enterprise with acute respiratory viral infection symptoms (high body temperature (above 37 °C), coughing – dry or wet; rhinitis – nasal blockage; nasal cold and sneezing);

14.1.5. Refusing to undergo temperature measurement procedure at the Enterprise territory;

14.1.6. Failure to maintain safe distance:

- at least 1.5 m between the employee of the Enterprise and the employee of the Counterparty when moving through the territory of the Enterprise,
- at least 1,5 m between employees in a designated smoking area;
- at least 2 m between employees of Contract Partners and employees of the Enterprise during briefings held by representatives of the Enterprise and/or when carrying out works, e.g. when signing a work permit or during works acceptance;

14.1.7. Deviating from an approved route of travel at the Enterprise territory to a work site or a checkpoint.

14.1.8. Leaving the approved area at a site (including work sites) without approval of the Enterprise;

14.1.9. Entering administration and amenity buildings of the Enterprise without permission;

14.1.10 Failure to comply with personal hygiene practices and epidemic control arrangements established by the Enterprise, as well as the requirements of the action plan provided for the isolation of employees suspected to have the coronavirus infection;

14.1.11 Failure to use serviceable means of protection from airborne transmission of infections (respirators, medical face masks that cover mouth and nose; failure to use gloves and glasses);

14.1.12 Failure to provide employees with sufficient face masks required for the work shift, failure to ensure timely replacement of face masks (in accordance with recommendations of the manufacturer and Rospotrebnadzor).

14.2. For each of the violations listed above in clause 14.1, the Enterprise shall have the right to bar the employee of the Counterparty or a third party engaged thereby from contract performance by removing the employee from the Enterprise territory and blocking their admittance to the Enterprise territory for the period of fourteen days since the day the violation was revealed. This includes areas designated for rotation worker accommodation.

14.3. Any damage that the Enterprise may suffer (e.g., compensation of medical services provided to employees of the Enterprise, forced outage due to the presence of any persons affected with the coronavirus, etc.) in connection with any violation of these HSE Requirements shall be claimed for compensation by the Counterparty whose employees (including employees of third parties engaged by that Counterparty) committed such violations.

14.4. The Enterprise shall bear no responsibility in the form of any penalties or compensation for any losses caused to the Counterparty for any denial of entry to the Enterprise territory or suspension of its employees (or employees of engaged third parties) from work on grounds of failure to comply with the HSE Requirements.

14. Obligations of the Counterparty to comply with the HSE Requirements in the area provided for accommodation of rotation workers

15.1 The Counterparty and third parties engaged thereby shall ensure that their employees comply with all statutory and regulatory HSE requirements, as well as the requirements of local regulations of the Enterprise in the HSE area throughout the territory of the Enterprise, not excluding the territories of the observators (specially adapted institutions for isolation and medical supervision of persons who arrived from epidemic unfavorable territory in terms of coronavirus infection), as well as territories where rotation workers are accommodated for recreation and residence.