

EXHIBIT D

**INDEPENDENT CONTRACTOR HEALTH,
ENVIRONMENTAL, AND SAFETY GUIDELINES**

1. RESPONSIBILITY FOR COMPLIANCE

- 1.1 These Independent Contractor Health, Environmental, and Safety Guidelines (“**Guidelines**”) are intended to supplement, not replace, Supplier’s health, environmental, and safety management program. Supplier may implement additional measures, as Supplier deems appropriate, to assure workplace health, environmental, and safety protection, and shall implement all additional measures required by Applicable Law. The requirement for Supplier to comply with these Guidelines does not alter Supplier’s status as an independent contractor and does not amend nor restrict Supplier’s liabilities and indemnities provided in this Contract. If an inconsistency or conflict exists between or among any part of Applicable Law, these Guidelines, Supplier’s own standards, Supplier’s Health, Environmental, and Safety Work Plan (the “**Plan**” described in Section 4 of these HES Guidelines), or any instructions or guidelines provided by Company, Supplier shall ensure it complies with the most stringent.
- 1.2 Supplier agrees that it is solely responsible for performing the Work (which term, if not defined in the Agreement, shall have the same meaning as “Services” as defined in the Agreement) in a manner which protects human health and the environment, and Company has no obligation to monitor or enforce Supplier’s performance under these Guidelines. All costs associated with compliance with these Guidelines are included in the compensation provided for under this Contract. Supplier shall communicate these Guidelines and any other health, environmental, and safety requirements provided by Company to Supplier Group members prior to entering the Area of Operations. Supplier shall maintain written documentation of its actions undertaken to fulfill these responsibilities in Supplier’s Plan.
- 1.3 Supplier shall provide Company with the name of Supplier Group personnel who are responsible for health, environmental, and safety (“**HES**”) (including security) protection, as well as implementation of Supplier’s Plan in the Area of Operations.
- 1.4 Supplier shall demonstrate compliance with these Guidelines at Company’s request.

2. AREA OF OPERATIONS BEYOND COMPANY OPERATIONAL CONTROL

- 2.1 Except to the extent limited by a requested Work Order, the definition of “Area of Operations” in this Contract is supplemented to include the following circumstances and activities, even if outside of Company’s operational control:
 - (A) Transport of Supplier Group personnel or Property via vehicles, watercraft, or aircraft which are Company Group Property.
 - (B) Transport of Supplier Group personnel or property to or from the Area of Operations via vehicles, watercraft, or aircraft which are Supplier Group

Property, excluding common carriers not under long-term contract or long-term vessel charters.

- (C) Transport of Company Group employees or property (including cargo), or Company contractors and subcontractors performing Work (other than Supplier Group), via vehicles, watercraft, or aircraft which are Supplier Group property, excluding common carriers not under long-term contract or long-term vessel charters.
- (D) Performance of Work by Supplier Group via vehicle or watercraft while in a Company Group petroleum field area, or during pipe laying Work.

3. SUPPLIER HEALTH ENVIRONMENT SAFETY MANAGEMENT

- 3.1 Supplier shall ensure that Supplier Group members comply with Company's HES and Operational Excellence processes, procedures, codes, and standards that Company notifies to Supplier.
- 3.2 Company may require Supplier to participate in reviews by Company to ensure Supplier has appropriate processes, procedures, risk assessments, job safety assessments, and mitigation plans in place. Company may conduct HES audits of Supplier Group members and any deficiencies noted in the audits and communicated to Supplier must be promptly corrected or mitigated by Supplier.

4. SUPPLIER HEALTH, ENVIRONMENTAL, AND SAFETY PLAN

- 4.1 If requested by Company, Supplier shall develop the Supplier's Plan, which shall describe any HES issues associated with the Work and the measures intended to address these issues prior to and during the performance of the Work. Supplier shall ensure that the Plan is based on and complies with the Required Standard of Performance.
- 4.2 Supplier shall submit its Plan to Company for review by the date requested. Company's failure to review the Plan will not excuse Supplier from its obligation to develop and comply with the Plan. Company may request that Supplier develop actions to achieve compliance with the Plan, subject to approval of Company, or Company may prescribe measures to achieve compliance.

5. REPORTING

- 5.1 Upon request by Company, (A) Supplier shall participate in Company's Contractor Health Environment Safety Management ("CHESM") performance review and (B) Supplier Group shall participate in CHESM field verifications.
- 5.2 Within 10 days after the end of each month, Supplier shall provide Company with a report of the total hours worked and miles driven during the preceding month, the incidents and near-misses that occurred, and any other information requested by Company.

6. ENTRANCE TO PROPERTY; HOUSEKEEPING

- 6.1 Before commencement of Work in the Area of Operations, Supplier shall inspect and confirm that the work site is safe and, if not, promptly report any possible unsafe condition to Company. Failure to promptly report a possible unsafe condition to Company precludes Supplier from asserting any defense or Claim against Company in reliance on an unsafe condition which could have been observed during inspection.
- 6.2 Supplier shall ensure that (A) only those employees or personnel of Supplier or Supplier Group having authorized business arising out of this Contract are allowed in the Area of Operations and (B) no ammunition or deadly weapons are brought upon, stored, or used in the Area of Operations, except as may be authorized by Company (e.g., for security purposes to ensure protection of Supplier's personnel and property). Company may require Supplier to permanently remove from the Area of Operations members of Supplier Group whose conduct could jeopardize the safety of any Person or operation.
- 6.3 Supplier shall (A) maintain good housekeeping at all times and keep all work sites clean and free from obstructions, (B) ensure that Supplier Group members keep access to emergency exits clear at all times, (C) mark and identify all tripping hazards, (D) ensure that all ditches, holes, excavations, overhead work, and other impediments connected with the Work are properly barricaded, and are provided warning signs or lights where necessary, and (E) properly store and dispose of accumulated rubbish and waste materials.

7. MOTOR VEHICLE SAFETY

- 7.1 Supplier shall have its own motor vehicle safety program ("**Motor Vehicle Safety Program**") and ensure compliance by Supplier Group members, unless the Work does not require the operation of motor vehicles and equipment ("**vehicle**"). Company may review this Motor Vehicle Safety Program and Supplier shall implement any recommended improvements.
- 7.2 Except as provided in this Section, the operator of a vehicle may not use a cellular telephone or any other communication device, in either hand-held or hands-free mode, while the vehicle is in motion. These telephones or communication devices may be left in an "on" position to alert drivers of an incoming call; however, calls must not be answered until the vehicles are stopped in a safe location. This guideline does not apply to Supplier's use of facility mobile equipment (e.g., forklifts, electric carts, fire trucks, etc.), dispatch, or emergency response communications, or citizen band radios if previously approved in writing by Company.
- 7.3 On or before the Effective Date, Company will advise Supplier whether a driver monitoring system is required. If a driver monitoring system is required, Company will communicate to Supplier the minimum performance characteristics of the monitoring system, and Supplier shall have, or develop and implement, such a system. Company may request review of the system's data and recommend measures to improve Supplier's vehicle safety performance.
- 7.4 Supplier shall ensure that all vehicles are in safe operating condition and operators must be properly trained, qualified, licensed, and certified. Supplier shall ensure that these

vehicles are equipped with seat belts for driver and passengers, and that operator and passengers use seat belts at all times.

- 7.5 Supplier shall ensure that motorcycles are not used for performing the Work, except if approved in writing by Company.

8. SMOKING

- 8.1 Smoking (including e-cigarettes) is only permitted in designated, authorized areas.
- 8.2 Smoking is prohibited in Company-provided vehicles, aircraft, and vessels, unless designated to the contrary.

9. MANAGING SAFE WORK PLAN

- 9.1 Supplier shall ensure that its supervisors understand and perform their roles and responsibilities with regard to managing safe work. “**Safe Work Practices**” are safety practices identified through risk assessment of the Work performed, including Permit to Work, hot work, confined space entry, isolation of hazardous energy (lockout/tagout), opening equipment, excavation, working at heights, electrical work, simultaneous operations, bypassing critical protections, and lifting and rigging.
- 9.2 Prior to starting Work, Supplier shall perform a Job Hazard Analysis (or its equivalent) to identify potential hazards and plan mitigations, to ensure that the right number of personnel, skill sets, equipment, and other matters required by Company’s Personal Protective Equipment (“**PPE**”) Policy are included in a Managing Safe Work Plan, to identify the types of permits, Safe Work Practices, and Company’s Standard Operating Procedures required to perform the Work.
- 9.3 The completed site specific Job Hazard Analysis (or its equivalent) developed by Supplier Group, once approved by Supplier, must be signed and dated by the applicable representative of the Supplier Group and, upon Company request, Supplier shall send a copy to Company. Supplier shall ensure that the Job Hazard Analysis (or its equivalent) and the Safe Work Practices that apply to the Work are communicated to and understood by Supplier Group personnel.
- 9.4 “**Permit to Work**” means permission to perform certain types of Work within the Area of Operations issued by the relevant authorized person. Permit to Work requires identification of job task hazards, evaluation of job task risks, specification for control measures to track performance, and use of those control measures to prescribe improvements to performance. The purpose of Permit to Work is to prescribe documented practices to manage and control risks associated with the particular work. Supplier shall submit its proposed practice(s) for Company’s review. If Company determines that Company’s documented practices for substantially the same work are more stringent than Supplier’s documented practices, Company may require Supplier to follow Company’s documented practices.

10. EXPLOSIVES, HAZARDOUS SUBSTANCES, AND PRESSURE TESTING

- 10.1 Supplier shall (A) if applicable, provide Company with written notification regarding the proposed use, storage, handling, and disposal of explosives prior to the start of Work, (B) notify and receive Company's prior written approval before hazardous substances (which for purposes of this Section shall include potentially hazardous substances) are brought into the Area of Operations, (C) ensure that all hazardous substances used in the performance of the Work are identified, labeled, marked, handled, stored, transported, documented, and secured in a safe and environmentally sound manner, including per manufacturer's recommendations, (D) ensure that all members of Supplier Group maintain safety data sheets in the Area of Operations for all hazardous substances handled, transported or stored, or to which members of Supplier Group may be exposed, and (E) ensure that no member of Supplier Group tests pipes or pressure vessels without Company's prior written approval (and if approval is given, Supplier shall provide Company with appropriate testing documentation).

11. FIRE PROTECTION AND EMERGENCY RESPONSE

- 11.1 Supplier shall ensure that all members of Supplier Group take precautions to prevent fires. Supplier shall ensure that combustible materials are disposed of in safe containers in compliance with the Required Standard of Performance. Supplier shall ensure that flammable liquids are transported and stored only in industry-approved containers that are designed for these purposes. Supplier shall ensure that these liquids are stored away from any possible source of ignition.
- 11.2 Supplier shall provide its own fire protection equipment for Supplier Group unless agreed by Company in writing. Supplier shall ensure that there is no tampering with fire protection equipment. Supplier shall ensure that hydrants or main water valves are not opened or closed without Company's written approval, except in the case of an emergency.
- 11.3 In case of fire or other emergency situation, Supplier shall ensure that all members of Supplier Group take appropriate measures to protect the safety of personnel and notify Company immediately.
- 11.4 Supplier shall immediately report to Company all leaks or other indications of any gases escaping around piping, vessels, or equipment. Supplier shall ensure that members of Supplier Group cease all work in the area near the leak upon discovery of the hazard.
- 11.5 Supplier shall ensure that all members of Supplier Group shut down internal combustion engines before refueling, except where the refueling point is sufficiently remote from the engine to allow safe refueling. Use of motors, compressors, pumps, and other equipment inside tank dike areas by Supplier is only permitted in accordance with Company procedures. Supplier shall ensure that its employees only use non-toxic cleaning solvents with a high flash point (above 140°F or 60°C) for cleaning purposes.
- 11.6 Supplier shall ensure that "strike anywhere" matches and plastic disposable lighters are not carried or used in the Area of Operations. Safety matches are preferred, as addressed by Area of Operations rules.

12. MEDICAL AID

12.1 Supplier first aid personnel, equipment, and supplies must be appropriate to the nature of the work, the work environment, and the number of relevant Supplier Group members.

13. PERSONAL PROTECTIVE EQUIPMENT

13.1 All PPE must be provided, used, and maintained by Supplier in accordance with the Required Standard of Performance, including manufacturer's instructions.

14. INCIDENTS AND NEAR-MISSES

14.1 Supplier shall train all employees to recognize, respond to, and report health, environment, and safety incidents and near-misses, including fatalities, injuries, illnesses, fires, spills, releases, motor vehicle crashes, and damage to property. Supplier shall comply with Company's Incident Investigation and Reporting Process, and file and maintain all incident and near-miss reports required under this Contract. Supplier shall, through its near-miss program, document all near-misses, including potential hazards, unsafe conditions, and unsafe acts.

14.2 Supplier shall verbally report all incidents and near-misses (including fatalities, injuries, illnesses, fires, spills, motor vehicle crashes, damage to Company Group property and similar events) to Company before the end of any work shift (A) in which the incident or near-miss occurred or (B) in which Supplier became aware of the incident or near-miss. Supplier shall confirm the report in writing within the timeframe specified by Company. Further, Supplier shall report to Company all theft or other incidents of a criminal or security nature, such as, a hijacking or an assault.

14.3 Supplier shall ensure that all incidents and near-misses are investigated, the associated root cause analysis is conducted by trained facilitators, and any remedial actions are completed within the prescribed timeframe. Company may review this analysis and require that further measures be taken.

14.4 Supplier's investigation must include a review of the conduct and behavior of the relevant members of Supplier Group, following any incident or near-miss, to determine whether those individuals' performance contributed to the incident. Subject to Applicable Law, Supplier must require tests for both alcohol and controlled substances.

14.5 Supplier shall share with Company all incident and near-miss investigation reports, including but not limited to, incident summary, investigation team composition, protective systems, timeline, root cause analysis with resulting corrective action plan, and lessons learned. Company may provide Supplier a list of incident root cause categories, from which the appropriate category will be determined based on results of the investigation.

14.6 When requested by Company, Supplier shall provide and support qualified personnel to participate on Company-lead incident and near-miss investigation teams.

15. BEHAVIOR-BASED SAFETY

- 15.1 If required by Company, Supplier shall develop, implement, and require Supplier Group to comply with a behavior-based safety process to provide for observation and feedback on employee behaviors, and to track and analyze these observations in an effort to identify and implement actions for improvement.

16. ENVIRONMENTAL PROTECTION

- 16.1 Supplier shall ensure that Supplier Group members prevent spills or other releases of oil or chemical substances during the performance of the Work. If required by Company, Supplier shall develop and comply with, as a component of the Plan, a pollution prevention plan that seeks to prevent spills or releases of oil or chemical substances on land, water, or air. Company may review Supplier's plan and either approve the plan or return it to Supplier with notice of deficiencies. Supplier shall correct any deficiencies and resubmit the plan for Company's review. Company's failure to review the Plan does not excuse Supplier from its obligation to develop and comply with a pollution prevention plan.
- 16.2 Supplier shall ensure that Supplier Group members (A) exercise the necessary care to protect and preserve the environment, including flora, fauna, and other natural resources or assets, and (B) mitigate potential adverse impacts to the environment related to the Work, including proper use of oil and chemical storage tanks and containment mechanisms, and proper disposal of all hazardous and non-hazardous wastes such as oil, chemicals, sewage, and garbage.
- 16.3 In the event a member of Supplier Group becomes aware of (A) any condition or situation on, in, or around the Area of Operations which may constitute a release of hazardous substances, air emissions, or discharge of wastewater, storm water, or other violation of Applicable Law, or (B) any threatened or actual lien, action, or notice that the Area of Operation is not in compliance with Applicable Law, the Supplier Group member discovering the condition shall immediately notify Company and make any notifications required by Applicable Law.
- 16.4 Supplier shall provide all information required to execute any manifests or forms required in connection with the transportation, storage, or disposal of solid and liquid wastes.
- 16.5 Supplier shall assess the environmental hazards of materials and supplies used in conjunction with the Work, and substitute materials presenting less risk whenever possible. Supplier shall not use the following materials or any other materials specified by Company in the Area of Operations without Company's written approval:
- (A) Polychlorinated Biphenyls ("PCBs") which are defined as materials exceeding 50 mg/kg of PCB oil.
 - (B) Chlorinated solvents and thinners.
 - (C) "Ozone-Depleting Substances", as defined in the Montreal Protocol.
 - (D) Lead-based paint.

- (E) Leaded thread compound (pipe dope).
 - (F) All forms of asbestos-containing products which are defined as any material containing more than 1% asbestos.
- 16.6 Supplier shall only use properly grounded, above-ground steel tanks for fuel storage. Supplier shall not use bladder, fiberglass, plastic, and other types of fuel storage tanks without Company's written approval. Supplier shall ensure that loading and drainage connections to fuel storage tanks are either plugged or locked in the closed position when not in use, and equipped with self-closing fuel dispensing nozzles.
- 16.7 Supplier shall not use the following waste management techniques:
- (A) Burning of hydrocarbons or hydrocarbon-contaminated materials in pits, piles, drums, or other open containers. This also applies to the use of burn baskets on offshore platforms.
 - (B) Disposal of liquid wastes in landfills or pits.
 - (C) Absent Company's prior written consent, burning of vegetation or other materials.
- 16.8 Supplier shall ensure that all fuel, oil, and chemical storage tanks used in connection with the Work have a secondary containment mechanism, with a minimum capacity equal to 110% of the capacity of the largest single tank. Secondary containment impounds may have a drain connection for removal of storm water, if the drain discharge is normally plugged or equipped with a valve that is generally locked closed. Tank dike must be of impervious materials.
- 16.9 Supplier shall not discharge or emit any foreign substances including (but not be limited to) oil, solvents, chemicals into air, water bodies, or onto land, unless specifically allowed for in a permit issued by the responsible governmental agency and authorized by Company.
- 16.10 Supplier shall ensure that Supplier Group does not hunt, disturb, or capture birds, fish, or other animals, except for fishing approved by Company.
- 16.11 Supplier shall ensure that trees and vegetation are not removed to an extent greater than is necessary to perform the Work. Supplier shall ensure that topsoil is stockpiled for subsequent use in site restoration, unless Company provides in writing for an alternative course of action.
- 16.12 Supplier shall ensure that fossils and antiquities found at work sites are protected from damage or disturbance. Supplier shall report to Company the location of these fossils and antiquities, and suspend work and secure the site at that location pending further instructions from Company. Supplier is not entitled to compensation for the period of the suspension, but Company shall reimburse Supplier for all of the following expenses which are actual, direct, and non-recoverable:

- (A) Expenses incurred by Supplier as a consequence of the suspension which are reasonably necessitated by the suspension.
- (B) Expenses incurred by Supplier during the period of the suspension which Supplier could not reasonably have avoided in order to re-commence performance of Work.

17. SHORT SERVICE EMPLOYEE PROGRAM

- 17.1 If required, Supplier shall prepare and implement a Short Service Employee Program in accordance with Company requirements to identify, supervise, train, and mentor short service employees to help prevent personal injury and other incidents.

18. STOP WORK AUTHORITY

- 18.1 **Supplier Stop Work Authority.** Company’s “stop work authority” procedure will be in place and followed by Supplier Group within the Area of Operations, including Supplier Group’s duty to exercise stop work authority with respect to any Person when the activities or work environment may be imminently hazardous to persons, property, or the environment. To exercise stop work authority with respect to a Person who is not a member of Supplier Group, Supplier shall immediately notify (A) such Person and (B) Company representatives who have the authority to stop work. Supplier shall immediately notify Company if any work has stopped, the reasons for stopping the work and, if Supplier Group’s work, an estimate of when the work will resume. Supplier shall take all appropriate measures to abate the imminent hazard and limit the duration of the stopped work, and coordinate efforts with Company to mitigate the effect of the exercise of stop work authority. It is the responsibility of Supplier to instruct Supplier Group during a required pre-job safety briefing on stop work authority.
- 18.2 **Company Stop Work Authority.** Company Group may stop work by Supplier Group if it is determined that any activity or the work environment is unsafe. The notice to Supplier to stop work is valid when given by any member of Company Group to any member of Supplier Group, regardless of authority, and by any means including verbal notice.

19. EMERGENCY RESPONSE MANAGEMENT

- 19.1 Supplier shall have in place an emergency response plan covering emergencies. Supplier’s emergency response plan and associated processes shall describe how emergencies will be managed to:
- (A) Identify resources in the plans and provide for their availability. This includes sufficient manpower with requisite knowledge and experience, suitable equipment, and other resources.
 - (B) Prevent and contain discharges from the worksite, including mitigating such discharges impact on the environment, the community, and provide for recovery.
 - (C) Have a specific, comprehensive medical evacuation plan.

- (D) Respond to first aid and other medical emergencies, fires, explosions, man over board, rescue operations including confined space rescue, severe weather, and other identified hazards.
- (E) Relocate personnel from areas of danger whether they are onshore or offshore. Develop recovery processes to describe how functions, activities, and operations will be restored.
- (F) Ensure communication responsibilities and authorities are clearly defined.
- (G) Establish training and drill programs to improve the proficiency of the emergency responders. Training should cover emergency procedures, regulatory compliance requirements, and the consequences of incidents and communication responsibilities.
- (H) Coordinate emergency response and recovery plans with Company and Supplier responders, nearby industrial and public agency responders and regulators. Communicate the plans to these same parties, employees, on-site contractors, and the surrounding community.

20. TRAINING

- 20.1 Supplier shall ensure that Supplier Group members are trained in compliance with the Required Standard of Performance. Supplier shall ensure that this training also addresses potentially dangerous conditions, Safe Work Practices, and procedures, including safety training to ensure the proper use of any PPE required to perform the Work. At Company's request, Supplier shall provide Company with a certification warranting that training requirements are met and maintained.

21. RESTORATION

- 21.1 Supplier shall clean up the work site, undertake any remedial measures required to remove hazards, and restore the work site in accordance with Company requirements, commencing immediately upon completion of Work at that site.

22. DOWNSTREAM AND CHEMICALS PROVISIONS

- 22.1 If Company, in its sole judgement, designates to Supplier that there are essential task-specific safeguards ("Essential Safeguards", which may be contained in an Essentials Checklist provided to Supplier) for high consequence Work, Supplier shall ensure that the safeguards are in place prior to starting Work and that the safeguards remain in place for the duration of the Work. "High consequence Work" is defined in the Company's DS&C Managing Safe Work Process and includes Work involving vacuum truck operations, confined space entry, hot work, lifting and rigging, opening process, working at heights, excavation, electrical work, and isolation of hazardous energy (lockout/tagout).
- 22.2 Company may conduct a home office audit on Suppliers conducting high consequence Work.

22.3 For Supplier work at all Company refinery sites, Supplier shall provide personal gas monitors for all Supplier Group employees working in areas or performing tasks designated as “hazardous” by Company Group. Personal gas monitors must contain at least gas sensors to detect at least flammable gases (%LEL), oxygen (%O₂), carbon monoxide (CO) and hydrogen sulfide (H₂S).

22.4 Remote Permitting

- (A) Suppliers may remote permit only at remote Company job sites (which include only retail sites or other sites as Company approves in writing prior to beginning Work) where Company does not provide personnel qualified to issue Permits to Work (“Permit Issuer”) or personnel qualified to perform gas testing (“Gas Testers”). Only members of Supplier Group whom Company has, in its sole judgment, certified to perform remote permitting may do so at remote Company job sites.
- (B) If a member of Supplier Group is certified to perform remote permitting, Supplier shall ensure that Gas Testers meet Company’s requirements for gas testers; provide adequate gas detection equipment; and secure and maintain the relevant Permits to Work. Supplier shall ensure each piece of gas detection equipment has been properly field calibrated. Supplier shall conduct bump testing of its gas testing equipment at the frequency specified by Company. Supplier shall complete a field calibration check of its gas test equipment at least once per calendar month. Supplier shall record the results of both the bump test and field calibration and retain these records.
- (C) If a member of Supplier Group is certified to remote permit, Supplier shall maintain an adequate number of Permit Issuers and Gas Testers on-site and covering permitting at all remote Company sites that require a Permit to Work. All Supplier’s Permit Issuers and Gas Testers must first be assessed and approved by the Company before being allowed to issue Permits to Work and or perform gas testing.
- (D) If a Company job site has a permit system in place, Supplier Group shall follow that facility’s permitting process and related procedures. Supplier shall not remote permit at such a Company facility.
- (E) Supplier Group employees shall not self-permit (i.e., an individual issuing a permit to him/herself).

22.5 Hot Work

- (A) For all hot work, Supplier shall ensure that Supplier Group performs the work in a safe manner, and that Supplier Group obtains from Permit Issuer a properly completed “Hot Work Permit”, as well as any other work permit or other forms required by the Company or Applicable Law (e.g. a general work permit” or “Essential Checklist for hot work”).

- (B) Supplier shall ensure that Supplier Group maintains a fire watch for (i) all open flame hot work, and, (ii) if indicated on the Permit to Work or hazard analysis (or job loss analysis or other equivalent), all hot work with no open flame.
- (C) Supplier shall ensure that Supplier Group has a sufficient number (as set out in the Company's DS&C Managing Safe Work Process) of trained fire watch personnel who fully understand their duties and responsibilities. Supplier shall ensure that Supplier Group does not assign any other duties to fire watch personnel and must ensure that fire watch personnel monitor all potentially exposed areas during open flame hot work.
- (D) Supplier shall ensure that Supplier Group complies with industry standards relevant to hot work, including NFPA51B – Hot Work, API2009 Hot Work, API 2207 Hot Work on Tank Bottoms and similar standards.

22.6 Isolation of Hazardous Energy (Lockout/Tagout)

- (A) Supplier shall ensure that Supplier Group maintains a written lockout/tagout program with procedures to properly isolate and secure all power sources prior to performing maintenance or service on equipment. This program must address the types of power to be isolated, including electrical, pneumatic, hydraulic, thermal, chemical, and all forms of potential stored energy. If the Company facility has implemented a lockout/tagout program, Supplier shall follow that program.

22.7 Confined Space

- (A) Supplier shall ensure that Supplier Group performs any Work requiring confined space entry in a safe manner and with the appropriate Permit to Work forms completed and issued by a Company-approved Permit Issuer. These Permit to Work forms include the "Confined Space Entry Certificate or Permit" and any other Permit to Work required by the Company (e.g. a "General Permit to Work", and, if hot work is required, a "Hot Work Permit"). Company may also require an Essentials Checklist for Confined Space. Supplier shall ensure that no member of Supplier Group enters a confined space without a properly completed Confined Space Entry Certificate or Permit" issued by a Company-approved Permit Issuer. Confined spaces include storage tanks, process vessels, mud tanks, rig cellars, and open-top spaces, including excavations and pits with a depth of at least 1.5 Meters (5 feet), which depth measurement includes external floating roof tank if it has a depth of at least 1.5 meters (5 feet).
- (B) Supplier shall ensure that, prior to beginning Work, each member of Supplier Group working in confined space has successfully completed training on confined space entry.
- (C) For Work performed inside a confined space, Supplier shall ensure that Supplier Group implements an emergency rescue plan and that adequate rescue equipment and trained rescue personnel are available for an emergency rescue.
- (D) For Work requiring confined space entry, Supplier shall ensure that Supplier Group maintains an adequate number of entry watch personnel, who must be

trained and fully understand the duties of entry watch. Supplier shall not assign any additional duties to a person assigned as the entry watch.

- (E) For Work requiring confined space entry, Supplier shall ensure that Supplier Group conducts continuous Gas Monitoring for %LEL (Lower explosive Limit), %Oxygen, Carbon Monoxide, Hydrogen Sulfide and other gasses identified by Company.
- (F) Supplier Group shall comply with industry standards relevant to Confined Space Work, including API 2217A For Inert Entry, API2215 Safe Entry and Cleaning of Petroleum Storage Tanks and ANSI Z117.1 – Safety Requirements for Entering Confined Spaces or similar standards.

22.8 Vacuum Truck Operations

- (A) Supplier shall ensure that Supplier Group is trained and competent to operate vacuum trucks in the Area of Operations.
- (B) Where required by the Company, Supplier Group shall use Essentials Checklists for liquid and dry vacuum truck operation, and shall verify compliance with the Essential Safeguards in accordance with Company’s requirements.
- (C) Supplier must comply with the DS&C Vacuum Truck Operations Standard and any other industry standards relevant to the work including but not limited to the latest version of API 2219 – Safe Operation of Vacuum Trucks in Petroleum Service or similar standards.

22.9 Lifting and Rigging

- (A) Supplier shall ensure that Supplier Group is trained and competent (and certified where required) to operate the crane and lifting equipment in the Area of Operations.
- (B) Supplier shall ensure that crane and lifting equipment are maintained in a safe condition and shall ensure that Supplier Group inspects the equipment prior to use, each in accordance with Company requirements.
- (C) Supplier shall ensure that Supplier Group complies with industry standards relevant to lifting and rigging, including the latest version of ASME B30.3 – Safety Standard for Mobile and Locomotive Cranes and ASME B30.23 – Safety Standard for Personnel Lifting Systems or similar standards.

22.10 Electrical Work

- A. Supplier shall ensure that the Supplier Group’s employees are trained and competent (and certified where required) to perform electrical work in the Area of Operations.
- B. Suppliers shall ensure that Supplier Group performs all electrical work safely and with the appropriate Permits to Work, including any required for confined space entry, each from a Permit Issuer.

- C. Supplier shall ensure that Supplier Group complies with all relevant industry standards, including the latest version of NFPA 70E – Electrical Safety in Workplace or equivalent standards.

END OF EXHIBIT D