

KENNECOTT UTAH COPPER CORPORATION SITE SPECIFIC TERMS

For purposes of these Site Specific Terms, (a) the term “Company” means Kennecott Utah Copper Corporation; (b) the term “Supplier” means the supplier, service provider or contractor that is supplying products/services to Company; (c) the term “Agreement” means either an executed agreement relating to the products/services to be supplied by Supplier to Company, or, in any other case, the Purchase Order Terms and Conditions for North America that can be found at: <http://www.procurement.riotinto.com>; and (d) except as otherwise defined herein, all capitalized terms have the same meanings as defined in the Agreement.

Supplier agrees to the following Site Specific Terms with respect to Products/Services supplied by Supplier to Company:

PART 1 – Provisions Applicable to All Suppliers

- 1.1 Supplier shall comply with and ensure that its Personnel comply with the Company’s written Health, Safety and Environmental policies and standards in force from time to time, as provided in writing to Supplier.
- 1.2 As a precondition to supplying Products/Services to Company, and as periodically requested by Company (but no less frequently than annually), Supplier shall provide safety and insurance information to the Company and/or its designee – the Browz Group -- to verify that Supplier is compliant with the safety and insurance requirements of the Agreement. All costs associated with the provision and verification of this information, including any amounts charged by the Browz Group, will be borne by Supplier.
- 1.3 With respect to each of Supplier’s subcontractors appointed or engaged pursuant to the Agreement (including, without limitation, a carrier engaged to transport Products to the Delivery Point), Supplier agrees:
 - 1.3.1 Supplier shall remain fully responsible and liable for performance of any Services by the subcontractor;
 - 1.3.2 Supplier guarantees fulfilment by the subcontractor of the applicable obligations imposed on Supplier by the Agreement;
 - 1.3.3 Supplier shall indemnify Company for all damages and/or costs of any kind incurred by Company and caused by the subcontractor's failure to fulfil the applicable obligations imposed on Supplier by the Agreement; and
 - 1.3.4 Supplier agrees to make all payments to the subcontractor for Services performed for which the subcontractor was appointed or engaged.

- 1.4 With respect to all Product deliveries by Supplier or a subcontractor engaged by Supplier (including, without limitation, a carrier engaged to transport Products to the Delivery Point), Supplier agrees:
- 1.4.1 Supplier shall assure that all deliveries are loaded, delivered and unloaded in compliance with all Applicable Laws (including, without limitation, United States Department of Transportation (DOT) rules and regulations and any other applicable transportation rules and regulations in the relevant jurisdictions), and any Company requirements as communicated in writing by Company to Supplier;
 - 1.4.2 Supplier shall ensure that loads are inspected upon completion of loading to confirm the load is stable and to assure compliance with the foregoing Applicable Laws and requirements;
 - 1.4.3 Prior to or upon obtaining access to Company's premises, all Personnel of Supplier and its subcontractors shall attend all appropriate and relevant orientation meetings and site specific safety training required by Company;
 - 1.4.4 Once on the Company's premises, all deliveries shall be performed in compliance with DOT, MSHA, OSHA and other Applicable Laws and any Company requirements and instructions as communicated by Company to Supplier;
 - 1.4.5 The Company has the right, prior to or upon delivery, to inspect all loads to determine whether the load complies with the requirements of this paragraph 1.4;
 - 1.4.6 Without limiting any other right or remedy available to the Company under the Agreement or otherwise, the Company may, at its discretion:
 - (a) refuse to accept and take delivery of any load which does not conform to the requirements of this paragraph 1.4; and/or
 - (b) take or engage a third party to take all actions reasonably determined to be necessary to ensure that the load complies with the requirements of this paragraph 1.4, all costs of which, whether performed by Company or a third party engaged by Company, will be borne by Supplier.
- 1.5 In addition to the indemnities found elsewhere in the Agreement, if and to the extent a claim is brought against the Company that relates to or arises out of the illness, injury, death or property damage of an employee of Supplier or its subcontractors (including, without limitation, a carrier engaged by Supplier to transport Products to the Delivery Point) that is suffered or incurred while at, or in transit to or from, the Company's premises and such claim is not barred by the workers' compensation provisions of Applicable Laws, Supplier will indemnify and hold harmless the Company from and against such claim and all liabilities relating thereto (including negligence of any nature allocated or attributed to the Company under Applicable Laws).

PART 2 – Provisions Applicable to Suppliers on Company Premises

To the extent that Personnel of Supplier or any of its subcontractors are required to be on, or near the vicinity of, the Company's premises for the Agreement¹, Supplier shall comply with the following:

- 2.1 Throughout the Term of the Agreement, all of Supplier's Personnel working on Company premises are required to have a current MSHA training in accordance with 30 CFR Part 48 (B), Company Hazard Training, site specific training by Company and comply with all Company safety and facility standards. Supplier shall provide documentation to verify compliance with this training as requested by Company.
- 2.2 Throughout the Term of the Agreement, Supplier is required to comply with health and safety regulations as they relate to exposure to heavy metals; lead, arsenic, and cadmium. Where Suppliers are working in OSHA regulated areas (designated areas in the Smelter and Refinery) there must be a provision for medical surveillance and a written Compliance Plan (See OSHA Standards CFR 1910.1018 and 1910.1025). The Plan must:
 - 2.2.1 Establish a written program that includes engineering controls to reduce exposures;
 - 2.2.2 Contain monitoring data; and
 - 2.2.3 Be updated at least every 6 months.
- 2.3 Supplier shall submit inspection reports, and safety training and orientation documentation to the Company's designated representative for tracking and reporting as required/requested.
- 2.4 Supplier will submit "Daily Supplier Field Report", "Daily Supplier Force and Equipment Report", "Daily Supplier Cost and Production Report", "Material Rental Authorization" and all other reports as required to the Company Representative for tracking and reporting via the External Resource Management System (ERM) as required in the Company's Supplier Management System procedure. These reports are required for all work, if any performed on a "Time and Material" conducted on Company premises.
- 2.5 Supplier must complete a Contractor Control Sheet verifying that, within the last twelve (12) months, the Supplier has performed all required medical examinations, and substance abuse tests and that these

¹ For the avoidance of doubt, this Part 2 applies only if Personnel of Supplier or any of its subcontractors are required to be on, or near the vicinity of, the Company's premises for the Agreement; otherwise Part 2 has no application.

documents will be on-site for verification. Supplier will also certify that each employee listed on the sheet has, where required, received a respirator fit test, and all other MSHA / OSHA training, as appropriate. Documentation of this training must be available for verification. The completed Contractor Control Sheet will be required before the Supplier employees receive a Company gate pass. The control sheet must be submitted to the person scheduling Company Contractor Orientation (See SOP CMSSOP10018 Contractor Orientation Training). The information will be used to create a personnel record ID # for the Supplier employee and subsequently store pertinent safety training records for that Supplier employee.

- 2.6 The Company may prepare and provide Supplier a Safety, Health, and Environmental Analysis (SHEA), in order to enable Supplier to better address the potential safety, health, and environmental concerns associated with the Services and ensure that there is adequate preplanning.
- 2.7 When a SHEA is provided to Supplier by the Company, Supplier must prepare a site specific Safety, Health, and Environmental Action Plan (SHEAP).
- 2.8 Representatives of the Company's Safety and Environmental department must approve the SHEAP before Services will be allowed to proceed. If scope changes are made for all or part of the Services, no associated work will proceed until all appropriate changes or amendments are made to the plan and the revised plan is approved and communicated to all affected parties. For emergency jobs or short duration job with a low degree of hazard, the Company, in its discretion, may permit completion of a SHEA to serve as the SHEAP.
- 2.9 Supplier shall not, without the prior written approval of the Company's designated representative, remove refuse from the Company premises.
- 2.10 Supplier and Company will have scheduled periodic meetings to review service, conduct site audits and resolve issues. Supplier and Company will provide management representatives for these meetings.
- 2.11 Supplier's employees shall be drug tested prior to starting work on Company premises, and annually tested during the Term of the Agreement. Company expects random drug testing of Supplier's employees work on the Company's premises. This testing is above and beyond the post accident or post incident testing required in the Kennecott Safety and Facility Standards Manual. The costs associated with drug testing are the responsibility of Supplier.

2.12 In compliance with Applicable Laws, Supplier for itself, and on behalf of its subcontractors at all tiers, shall conduct a urine substance abuse Screening Test utilizing a National Institute of Drug Abuse (“NIDA”) approved laboratory and NIDA approved methodology (immunoassay screens with gas chromatographic mass spectrometry confirmatory testing) for each agent or employee, or proposed agent or employee of Supplier and its Subcontractors within twelve (12) months prior to the Commencement Date, and Supplier and its subcontractors will not hire, employ, or utilize for the Work any individual who tests positive under a Screening Test or who unreasonably refuses to undergo a Screening Test. Screening tests shall conform to Company’s standards of detection as set out below.

2.12.1 In the event Supplier and its subcontractors have an existing substance abuse program with detection limits lower or equivalent to those set out below, then such limits shall be acceptable to Company.

Test Substance	Initial Test Levels (ng/ml)	Confirmatory Levels (ng/ml)
Marijuana Metabolites	50	15
Cocaine Metabolites	300	150
Opiate Metabolites	300	300
Phencyclidine	25	25
Amphetamines	1,000	500
Barbiturate Metabolites	300	300
Benzodiazepine Metabolites	300	300
Propoxyphene	300	Qualitative
Methadone	300	Qualitative

2.12.2 The standards of detection listed above shall be subject to change by Company, as technical advancement or other considerations warrant, upon reasonable written notice to Supplier who shall promptly inform its Subcontractors of such changes. Blood alcohol testing is not required as part of the Screening Test; however, no employees or agents of Supplier and its Subcontractors shall perform any Services anywhere on Company’s premises if the individual has, or has to Supplier’s knowledge or to its Subcontractors’ knowledge, been identified to have had a positive, “under the influence,” blood alcohol test or a positive Screening Test or comparable test at any time within a period of twelve (12) months immediately prior to the Commencement Date. In this respect, a blood value equal to or greater than 0.04% is defined as “under the influence,” and is considered to be a positive blood alcohol test.

- 2.12.3 Before allowing any person to commence any part of the Services, Supplier and its subcontractors will supply in a timely fashion to Company, a list of the names of each person whose Screening Test has proven negative, together with the date such test was administered. Such list shall be prepared on the Supplier or its Subcontractor's letterhead paper, as the case may be, and the details thereon shall be verified and attested to by the signature of a duly authorized officer of Supplier or Subcontractor.
- 2.12.4 SUPPLIER AND ITS SUBCONTRACTORS WILL NOT SUPPLY TO COMPANY A LIST OF THE NAMES OF INDIVIDUALS WHOSE SUBSTANCE ABUSE SCREENING TESTING OR BLOOD ALCOHOL TESTING HAS PROVEN POSITIVE, NOR WILL THEY, IN ANY WAY, COMMUNICATE OR ATTEMPT TO COMMUNICATE ANY DETAIL REGARDING SUCH INDIVIDUAL TO COMPANY.
- 2.12.5 Supplier shall ensure, by exercising all reasonable means, that its agents and employees and those of its subcontractors are neither under the influence of, nor do they use, possess, consume, transfer, manufacture, or sell or attempt to sell any form of alcohol, intoxicant, narcotic, depressant, stimulant, hallucinogen, or illegal drug or mind- or perception-altering substance except the taking of those prescribed drugs under the direction of a licensed, qualified physician while engaged in the Services or while on Company's premises, or while engaged in activities envisaged under the Agreement. In the event that prescription or over-the-counter medication could have an effect upon an individual's ability to perform services on Company's premises, Supplier shall satisfy Company that it has taken appropriate and adequate measures, in accordance with all applicable laws, to assure that such medication will not impair the individual's performance or create a risk to the individual or to others engaged in the Services or present on Company's premises, or create a risk of damage to or impairment of property or the environment.
- 2.13 Supplier agrees to maintain emergency contact information for each employee working on Company's site.
- 2.14 All of Supplier's employees must be able to read and speak the English language sufficiently to allow them to understand and comply with all Company oral and written safety requirements to the extent necessary for the safe performance of their work on Company premises. Such safety requirements are given or communicated in English and include the following:
- 2.14.1 Company -administered safety instruction and tests;

- 2.14.2 Job-related hazard and traffic direction instruction and signs; and
- 2.14.3 Job-related product safety warning instructions and labels.
- 2.15 Supplier must assure Company that:
 - 2.15.1 It is in compliance with all regulatory training requirements for each worker by verifying that (a) the worker is competent to understand the training instructions in English; or (b) where the worker's level of competence in understanding English cannot be demonstrated, the training has nonetheless been understood by the employee because the training was given, with the approval of the regulatory agency, in a language which can be understood by the worker; and
 - 2.15.2 While working on Company premises each worker can in English:
 - (a) understand instructions or warnings by supervisors or co-workers;
 - (b) bring to the attention of supervisors or co-workers unsafe conditions or actions; and
 - (c) give adequate verbal warnings to supervisors or co-workers of unsafe conditions or actions.
- 2.16 Supplier is responsible for running a safe job-site and for compliance with all provisions of the standard. The Supplier is responsible for:
 - 2.16.1 In addition to preparing a SHEAP addressing all issues identified in the SHEA (as noted above), requiring each employee to prepare a Personal Health and Safety Plan;
 - 2.16.2 Completing a Contractor Control Sheet for all employees that will be performing work on Company premises;
 - 2.16.3 Conducting job specific training prior to beginning work that will include a review of the SHEAP and pre-job checklist. Verification that the training has been completed must be provided to the Company's designated representative;
 - 2.16.4 Reporting immediately all accidents / injuries to the appropriate plant Communications / Control Center and to the Company Field Supervisor, completing an accident investigation report and submitting a copy by the end of the shift;
 - 2.16.5 Providing verification of a drug policy (including the requirements noted above);
 - 2.16.6 Confirming that all tools and equipment to be used are in a safe condition;

- 2.16.7 Providing to the Company's designated representative the following documentation on a weekly basis: accident and injury investigation reports summaries and follow-up, general inspection reports, outside agency inspection reports, and records of safety meetings;
 - 2.16.8 Fully implementing the requirements of the Company's 'Permit to Work System' and ensuring that all employees receive and understand the Permit to Work system training;
 - 2.16.9 -Maintaining permit precautions are maintained throughout the work activity so that the worker understands that if circumstances change, work must be stopped and advice sought;
 - 2.16.10 Ensuring that the workgroup stays within limitations set on the permit (physical boundaries, type of work, and duration of permit); and
 - 2.16.11 On completion or suspension of work, ensuring the site is left in a safe condition and that the Company's representative designated as a "Qualified Person" is informed.
- 2.17 Supplier is responsible for maintaining all required regulatory records including hazard training, site-specific orientation, emergency procedure drills, all required medical examinations, substance abuse tests; respirator fit test, and all other MSHA / OSHA training, as appropriate.
- 2.18 Company reserves the right to include or exclude any equipment for the Services or add or delete work as needed and like rates will be applicable for the work required to comply these Site Specific Terms. Invoice changes shall reflect the additions or deletions.