

## PO Addendum VCNA Health and Safety Requirements

This Addendum forms part of the Purchase Order and applies to all Services performed in Ontario. Capitalized terms have the meanings given in the Agreement. Where Purchaser's Site rules or policies are more stringent than Laws, the stricter requirement applies.

1. Ontario legal compliance and site rules. Vendor shall comply with all Laws relating to occupational health and safety and workers' compensation applicable to the Site(s) and the Services, including the Occupational Health and Safety Act (Ontario), the Building Opportunities in the Skilled Trades Act, 2021, S.O. 2021, c. 28 - Bill 288 ("BOSTA") and regulations, and the Workplace Safety and Insurance Act and WSIB requirements. Vendor shall comply with Purchaser's Site-specific rules, orientations, policies, permits, and instructions.
2. Health and safety management system. If not on Avetta, Vendor shall maintain a written health and safety management system appropriate to the scope of Services, including policies and procedures for hazard identification, risk assessment and control, training and competency, job planning, inspections, incident reporting and investigation, corrective actions, and subcontractor management. Upon request, Vendor shall provide Purchaser with copies of its safety manual, procedures, and evidence of implementation. If Vendor holds COR, ISO 45001, or equivalent certification, it shall provide current evidence of certification.
3. Competency, training and orientation. Vendor shall ensure all Personnel are competent for their work, including a properly qualified health and safety professional, and have current, applicable training and valid and up to date certifications, including without limitation: Working at Heights (Ontario-approved), WHMIS/GHS, lockout/tagout, confined space entry and attendant, hot work, mobile equipment operation, elevated work platforms, rigging and hoisting, and First Aid/CPR. All Personnel must complete Purchaser's Site orientation and any job-specific briefing before commencing work.
4. Permits and safe work practices. Vendor shall comply with all required Purchaser permits and procedures, including but not limited to: lockout/tagout, confined space entry, hot work, ground disturbance, line breaking, electrical work, crane and lift plans, and energized work authorizations. Vendor shall complete task-level hazard assessments and Job Safety Analyses for high-risk activities and shall comply with Purchaser's controls and rescue plans (e.g., for confined space, fall arrest). Vendor will be responsible for ensuring that any personnel of Vendor or any of its subcontractors are fit tested and clean shaven when on Purchaser's Site and that anyone that can be potentially exposed to dust (excluding only any office consultants) carry proper masks at all times,
5. Personal protective equipment. Vendor shall ensure Personnel wear and maintain all PPE required by Laws and Purchaser policy, including as a minimum: CSA-approved safety boots, hardhat, safety glasses (with side shields), high-visibility apparel, gloves suitable for the task, and hearing protection where indicated. Additional PPE (e.g., respiratory protection, fall protection, FR clothing) shall be used as required by risk assessment, permit, or Purchaser policy, and Personnel shall be fit-tested and medically cleared where applicable.
6. Tools, equipment and mobile plant. Vendor shall ensure all tools, equipment, lifting devices and mobile equipment are suitable for their intended use, inspected and maintained in accordance with manufacturer requirements and Laws, are not modified, are properly registered and used only by trained and authorized Personnel. Pre-use inspections shall be documented and available upon request.
7. Subcontractors. Vendor shall be responsible for its subcontractors' compliance with this Schedule, the Agreement, and all Laws. Vendor shall flow down all requirements herein in its subcontracts and shall supervise and coordinate subcontractors at the Site(s). Vendor remains fully responsible for subcontractor performance.
8. Incident reporting and investigations. Vendor shall immediately notify Purchaser of any incident, near miss, injury, occupational illness, property damage, spill, issuance of a regulatory order, or attendance by a regulator at the Site(s) related to the Services. Written reports, including root cause analysis and corrective actions, shall be provided to Purchaser within twenty-four (24) hours (or earlier if required by Purchaser). Vendor shall cooperate with Purchaser and any regulator in all investigations and shall implement corrective actions promptly.

9. Stop work and removal from Site. Vendor shall stop work where conditions are unsafe or where directed by Purchaser. Purchaser may remove any Personnel who fail to comply with Laws or this Schedule. Such stoppages or removals shall be at Vendor's cost and without entitlement to additional time or money to the extent arising from Vendor or its Personnel.
10. Alcohol, drugs, and fitness for duty. Vendor shall enforce a fitness-for-duty program and an alcohol and drug policy that meets or exceeds Purchaser's policy and Laws. Personnel shall be fit for duty at all times and all personnel of Vendor shall comply with Purchaser's Fitness for Duty Policy when on Site. Purchaser may require testing or removal of Personnel where reasonable suspicion exists or following an incident.
11. Environmental health and safety interfaces. Vendor shall comply with all applicable environmental requirements at the Site(s), including waste management, spill prevention and response, dust and noise controls, and protection of sensitive receptors. Environmental non-compliance associated with the Services is deemed a safety non-compliance for purposes of remedies under the Agreement.
12. Documentation and audits. Before mobilization and on request thereafter, Vendor shall provide: WSIB clearance certificate; proof of insurance meeting the Agreement; applicable training records and certifications; Site orientation records; equipment inspection and maintenance records; and project-specific safety plans. Purchaser may audit Vendor at any time; Vendor shall promptly address audit findings to Purchaser's satisfaction. For any Services or project work with an aggregate value exceeding \$50,000, Vendor represents, warrants and covenants that it is, and will remain, in full compliance with the BOSTA legislation and remit to Purchaser, prior to mobilization, a valid notice of project and a form 1000 (Registration of Constructors and Employers Engaged in Construction) from the Ministry of Labour of Ontario. Upon Purchaser's request, Vendor shall deliver written confirmation of continued compliance and supporting documentation reasonably required by Purchaser. Any breach of this paragraph constitutes a material breach of the Agreement and shall give rise to termination.
13. Remedies; indemnity; termination; withholding. In addition to any other rights under the Agreement, any failure by Vendor or its Personnel to comply with this Schedule or applicable health and safety Laws shall constitute an Event of Default. Purchaser may immediately suspend or stop the Services, remove Vendor from the Site(s), and/or terminate the Agreement for cause without liability. Vendor shall fully defend, indemnify and hold harmless the Purchaser Indemnified Parties from and against any liabilities, damages, losses, costs, claims, fines, penalties, or expenses (including reasonable legal fees and regulatory orders) arising from or related to such non-compliance, including any non-compliance with the BOSTA legislation where applicable. Purchaser may withhold payment to protect against loss or exposure resulting from Vendor's actual or alleged safety non-compliance.
14. No relief from obligations. Nothing in this Schedule relieves Vendor of its independent duty to ensure the health and safety of its Personnel or others affected by the Services, nor shifts to Purchaser any duty imposed on Vendor by Laws or the Agreement.