

Waste Management Policy SUPPLIER'S SAFETY AND HEALTH DECLARATION

OCTOBER 2020



As the duly authorized and designated representative of [NAME OF SUPPLIER and ANY SUBCONTRACTOR] (collectively, "Supplier"), I hereby certify, for myself and for and on behalf of Supplier, that:

1. Supplier has been advised and instructed by Company concerning working conditions, including potential hazards, if any, related to the scope of work and/or location in which the Supplier will be working or present.
2. Supplier has been advised and instructed by Company concerning site-specific safety-related information.
3. Supplier has been instructed and will instruct all its agents, subcontractors, and employees, prior to their reporting to Company's premises, with respect to such conditions and/or hazards and the proper safety precautions to be observed in regard thereto.
4. Supplier has implemented its employer obligations under the applicable Occupational Health and Safety Act and has applicable written policies, procedures, and programs in place to fulfill all applicable obligations under these rules and regulations. Supplier must provide policies, procedures, and programs within 24 hours upon request.
5. Supplier has issued or will issue to all such agents and employees all necessary, adequate and operative protective clothing and equipment, together with full instructions and training for their use prior to the start of said work.
6. Supplier will instruct and properly supervise all such agents, subcontractors, and employees to ensure compliance with applicable rules and applicable statutory obligation and strict observance of Company's contractor safety and environmental requirements.
7. Supplier is required to report all work-related incidents and environmental incident including but not limited to spills to the Company representative immediately. An incident is defined as a work-related injury, illness, 'near miss', vehicle collision, property damage, or another unwanted safety-related event. A 'near miss' is an event or circumstances which could have resulted in an incident but did not. Supplier must, within 24 hours of occurrence, complete an incident investigation report using a format that, at a minimum, contains the following information. Name and address of the injured person(s), address of the incident, description of the equipment/machinery used, the nature and circumstances of the incident and/or injury, time and location of the incident, name and addresses of all witnesses, name and address where medical treatment was provided, steps taken to prevent reoccurrence, regulatory. The completed report must be submitted to Company.

Critical Incidents must be reported to the Company immediately upon learning of a critical incident. Critical incident is defined as places life in jeopardy, produces unconsciousness, results in substantial loss of blood, involves a fracture of a leg, arm, hand or foot, involves the amputation s a leg, arm, hand or foot, consists of burns to major portion of the body, causes the loss of sight in one eye, results in any fire, overnight stay in the hospital, struck by a vehicle or moving equipment, damage over \$50,000.00, hazardous energy control failure (Lock out Tag Out), violation of any WM Life Critical or Golden Eight Rule.

8. As set forth in the Supplier Code of Conduct appended as Attachment D, safety is Waste Management's primary goal. All contractors, consultants and suppliers are responsible for ensuring that their operations are conducted safely. Supplier is expected to observe all safety rules and practices and to follow instructions concerning safe and efficient work practices. Further to the foregoing, Supplier represents and warrants that it has in place a current fit for duty and drug and alcohol policy which it enforces (the "Supplier's Fit for Duty Policy"). Supplier agrees that it shall indemnify, defend and hold harmless Company, its Affiliates and their respective directors, officers, shareholders, employees, subsuppliers, customers, agents and assigns in accordance with Section 18 of the Agreement for any Claims resulting from a failure by the Supplier Parties or any one of them to adhere to the Supplier's Fit for Duty Policy in the course of providing Products or Services pursuant to the Agreement.

IN WITNESS WHEREOF, the duly authorized representative of Supplier has executed this Declaration as of the date set forth below.

[NAME OF SUPPLIER]

By:

Name:

Title:

Date: