

Safety Requirements for KBC Locations

This document outlines the safety requirements for working at KBC Locations, which must be complied with by each supplier to ensure safety. The table below (if necessary complemented by a detailed risk assessment) needs to be **completed before any work is undertaken**, and a **new version** must be submitted as soon as the actual situation would deviate. Also remember to provide your KBC contact person with a **list of all Staff members** who signed the "Ten Rules" document.

During the Tasks, the various risks described in this document may arise. For each of the sections below, please indicate whether possible risks indeed apply. If "yes" is indicated at least once, then you need to submit a detailed risk assessment document to your KBC contact person, using the template available at the www.kbc.com/hse website. KBC shall have the right to interpret this detailed risk assessment.

7. Intense use of the Location	<input type="checkbox"/> no	<input type="checkbox"/> yes	13. Chemical and biological agents	<input type="checkbox"/> no	<input type="checkbox"/> yes
8. Protective equipment	<input type="checkbox"/> no	<input type="checkbox"/> yes	14. Asbestos	<input type="checkbox"/> no	<input type="checkbox"/> yes
9. Environment	<input type="checkbox"/> no	<input type="checkbox"/> yes	15. Fire or gas	<input type="checkbox"/> no	<input type="checkbox"/> yes
10. Appliances	<input type="checkbox"/> no	<input type="checkbox"/> yes	16. Temporary or mobile construction sites	<input type="checkbox"/> no	<input type="checkbox"/> yes
11. Electricity	<input type="checkbox"/> no	<input type="checkbox"/> yes	Other risks (legionella, ...)	<input type="checkbox"/> no	<input type="checkbox"/> yes
12. Working at heights	<input type="checkbox"/> no	<input type="checkbox"/> yes			

Name and first name: ...

Company name: ...

Signature: ...

Date: ...

1 DEFINITIONS

In this document, the following definitions shall apply (and have precedence over similar terms in other contractual documents):

- **CPE:** collective protective equipment (*e.g.*, railings and shields around machines);
- **KBC:** the entity or entities of KBC group with whom Supplier has entered into an Agreement for executing the Tasks;
- **KBC group** means, collectively, KBC and all its affiliates (as defined in article 11 of the Belgian Company Code);
- **(KBC) Location:** the KBC premises, as well as any other place designated or managed by KBC, which also includes the "establishments" defined by the Safety Regulations;
- **PPE:** personal protective equipment;
- **Staff:** employees, consultants, agents and other persons (such as students, trainees and interim workers) engaged by Supplier and/or its Subcontractors on any level, who will execute the Tasks;
- **Subcontractor:** the freelance personnel and other third parties (including their own subcontractors, at any level) engaged by Supplier for executing the Tasks;
- **Supplier:** the entity with whom KBC is contracting in order to execute the Tasks (including, where relevant, all entities that together make up a temporary trading company or consortium). Except where the context of these Safety Requirements provides otherwise, the term "Supplier", as used for the sake of brevity, shall also include Staff and Subcontractors;
- **Safe** means fully covering all risks and compliant with these Safety Requirements, Safety Regulations and all relevant technical rules / standards that apply to the Task;
- **Safety Regulations:** all laws, rules and regulations concerning safety, welfare, environmental protection and related domains. Without prejudice to the generality of the foregoing, this shall include in particular the Welfare Act and its implementation decrees (such as the Code governing welfare at work, the "ARAB" and "AREI");
- **Task:** any activity performed by the Supplier at a Location — to be interpreted in the broadest sense, and include all activities covered by the Welfare Act, in particular Chapters III, IV and V;
- **Welfare Act:** the Belgian Act of 4 August 1996 concerning the welfare of the employees in the performance of their work.

2 INTERPRETATION

It is understood that, while these Safety Requirements provide specific examples and draw attention to specific safety issues, such examples and issues are without prejudice to the generality of Supplier's commitment to execute the Tasks in a Safe manner. KBC's involvement in the Safe execution of the Tasks, as described throughout these Safety Requirements, shall therefore in no way be interpreted as a transfer of responsibility for Safe execution of the Tasks from Supplier to KBC.

If any part of these Safety Requirements were to be invalid, the remaining provisions will continue to apply in full.

These Safety Requirements shall be governed by and construed in accordance with the laws of Belgium. Any dispute relating to them shall be brought before the courts of Brussels.

3 SAFETY IN GENERAL

Supplier shall execute all Tasks in a Safe manner, and be responsible for the coordination of the safety aspects, with KBC and third parties.

Supplier shall impose these Safety Requirements on its Subcontractors and Staff, in a language they understand. Upon Supplier's request, KBC will provide translations of the Safety Requirements in Dutch, German and/or French to the Supplier. In case of a contradiction between the English version of the Safety Requirements and any version in another language, the Dutch version will prevail.

Before initiating any Task, Supplier shall ensure to be aware of (and inform Staff and relevant third parties about) the associated risks and any required measures for working in a Safe manner, including emergency measures such as first aid and evacuation. If Supplier deems it necessary for KBC (or a third party) to take preventive measures or otherwise intervene, it shall state so in writing as part of its detailed risk assessment, and only start / continue the Tasks when these measures have been implemented and Supplier has subsequently ascertained that the Tasks can be executed in a Safe manner.

When relevant (both before initiating a Task and whenever relevant thereafter), Supplier shall organize a safety-related coordination meeting, to which all Staff members and relevant third parties are invited, in order to ensure that all persons involved are sufficiently aware of relevant information. Supplier shall also take care of cooperation,

coordination and training, and shall attend any safety-related meetings organized or proposed by KBC.

When Supplier identifies un-Safe situations, it shall promptly notify KBC and the safety coordinator (if so appointed), and take reasonable measures to ensure Safe execution of the Tasks.

In the event of an unavoidable, serious and immediate danger, every Staff member has the right to stop working and/or to evacuate a dangerous area. Emergency services, KBC and the safety coordinator (if so appointed) shall then be notified without delay.

Supplier shall be responsible for providing first aid help, and shall ensure that a suitable number of Staff members who are able to provide first aid are present during the Tasks.

KBC has the right to check the Safe execution of the Tasks performed by Supplier, and to prohibit the use of any material, equipment and/or procedures it does not consider Safe.

KBC can take any measure required to restore compliance with these Safety Requirements if Supplier fails to do so after being notified. In particular, but without prejudice to the generality of the foregoing, KBC can deny access to the Location to any non-compliant Staff member. Any associated costs shall be borne by Supplier.

4 STAFF

No Staff member shall execute a Task at a Location without having submitted a signed copy of the "Ten Rules" document to Supplier. Supplier shall email to KBC the list of all Staff members who have signed the Ten Rules before the Task is initiated.

Supplier shall appoint one or more permanent Staff members as being responsible for safety. If at least one Staff member is not fluent in Dutch, Supplier shall ensure that: (i) this person receives a written translation of these Safety Requirements and safety-related documents; and (ii) at least one other Staff member present in the Location can perform the safety-related translations.

Supplier shall only engage medically suitable and properly qualified Staff members, who are duly aware of the risks involved and the associated preventive safety measures to mitigate these risks. KBC can request Supplier to remove any Staff member who does not meet these requirements, or does not comply with these Safety Requirements.

Staff shall refrain from all forms of violence, bullying and sexual harassment. Staff members who believe to have become the victim of such behavior at any Location by KBC employees may also have recourse through the internal procedures of KBC.

Hazardous activities – such as those involving toxic substances or dangerous equipment (e.g., grinding/polishing discs), demolition of parts of a building, or risk of falling (e.g., scaffolding and operating hoists) – shall never be performed by a single Staff member. Such activities shall always be performed by at least two qualified persons who dispose of the information and tools required by the Safety Regulations.

By way of implementation of the Welfare Act (e.g. Section 94bis et seq.), Supplier shall, in case of an "industrial accident or serious risk", be responsible for notifying the competent authorities, conducting the investigation, appointing an "expert" if relevant, preparing the "detailed report", handling the coordination between all parties concerned, and presenting the report to the authorities (in accordance with the format, content and deadlines set forth by the Safety Regulations). At Supplier's request and cost, KBC will reasonably assist Supplier in these activities. KBC shall receive a copy of the detailed report.

5 EVACUATION

Supplier shall ensure that all Staff members are aware how an evacuation order can be given in each Location (e.g., siren or verbally), which evacuation routes apply, and where the assembly area is. If KBC has not designated an assembly area, Supplier shall itself designate a suitable assembly area, and notify KBC of its location.

Supplier shall take relevant measures to be able to verify swiftly whether all Staff members have effectively evacuated during an evacuation or drill. Supplier shall report these measures to KBC, and will take care of the actual reporting to KBC and the emergency services.

Staff members who detect an emergency situation shall immediately notify KBC and the emergency services, using the emergency telephone number indicated on KBC's safety card. Supplier shall ensure that his Staff are aware of KBC's emergency number, and also know the telephone number of the emergency services.

KBC tests its head offices' evacuation sirens every month at a predefined day & time. Only in such case, Staff members are not required to leave for the designated assembly area.

Supplier shall ensure that all Staff members are aware of all fire-extinguishing equipment they may be confronted with (e.g. gas extinguishing agents), and which risks (e.g., asphyxiation) and mitigating measures apply. Safety features (e.g., emergency lighting and power supply, fire hydrants and fire detection/containment systems) shall not be turned off. Where it is nevertheless necessary to do so, Supplier shall obtain KBC's prior approval and take compensating measures.

6 GENERAL USE OF THE LOCATION

Staff shall wear identification badges, visible at all times.

Supplier can only enter those areas necessary for executing the Tasks, and shall comply with any additional specific access rules that apply to certain areas (such as high voltage areas and rooms with automatic fire-extinguishing systems).

Staff can only eat meals in the designated areas.

Supplier shall not adapt, connect to, or disconnect from any of KBC's public utilities (such as electricity, gas, water and ventilation) without explicit permission. Similarly, Supplier shall not make changes to KBC's other infrastructure without KBC's prior permission.

Alcohol and stimulants are prohibited at any Location, while smoking is only allowed in explicitly designated areas. Note that smoking is prohibited in the social facilities and in all KBC buildings (including the technical areas, loading bays and underground car parks).

Belgian traffic regulations apply on any Location's parking areas. The maximum speed at the Locations is 20 km/h, unless otherwise indicated. Gas-fuelled vehicles are not permitted in underground carparks or covered buildings. Driving vehicles in reverse must be avoided.

7 INTENSE USE OF THE LOCATION

Supplier shall provide proper lighting (including emergency lighting).

Supplier shall store any equipment and work material in a Safe and orderly manner, protected from the effects of weather, and only in areas approved by KBC. Except in case of fraud or willful intent, KBC is not liable for any damage to, or theft/loss of, Supplier's equipment.

Supplier shall clean its workplaces daily, and remove any waste. If Supplier fails to do so, KBC can instruct a third party at Supplier's cost.

Supplier shall not set up any site offices, social facilities, storage depots, etc. without KBC's prior approval. Supplier shall only heat rooms and social facilities when necessary, using only electric radiators.

Supplier can use KBC's sanitary installations only under the conditions agreed in advance with KBC. KBC may request Supplier to install mobile toilets at Supplier's expense and under Supplier's management.

The use of KBC's appliances (machines, ...), protective equipment and other facilities is prohibited without KBC's prior approval. Notwithstanding any defects they may contain, any such use is at the risk and under the responsibility of Supplier. Supplier shall return them after use, in the same condition as they were received.

Supplier shall provide its own fire-fighting equipment and first-aid facilities (in the quantities and following the specifications of the Safety Regulations) in addition to those that may be provided by KBC. Supplier shall ensure that they are at all times ready for use in the vicinity where the Tasks are performed.

Supplier shall install clear signage to warn KBC employees and other persons about the risks associated with a Task. Supplier shall use the symbols required by the Safety Regulations, and shall communicate contact details. Supplier is responsible for additional "security guards" if signage itself is not sufficient to ensure compliance.

The safety infrastructure (e.g., fire-extinguishing equipment, paths, passages, stairways, and emergency exits) shall always be available and remain free from obstructions and obstacles of any kind. Pipes and cables required for the work shall never obstruct the free passage. They shall be neat, tidy, visible and protected from damage.

At the end of the day's work, all work equipment shall be disconnected from the mains, except if the assignment demands otherwise.

Before performing any excavation or opening (e.g., drilling or cutting), to ensure that no utility mains would be damaged or safety risk would occur, Supplier shall (i) ask sufficient information from the utility companies; and (ii) for KBC Location: ask for the plans of the utility mains.

8 PROTECTIVE EQUIPMENT

Supplier shall always use CPE that is commensurate with the risks. Supplier shall only use PPE in order to achieve an acceptable residual risk if the use of CPE is not possible, inadequate or insufficient.

Supplier is responsible for the presence and correct use of all protective equipment required by the Safety Regulations until the risk is removed, or adequate replacement equipment is installed. Supplier shall ensure (and provide documentary evidence at first request) that all equipment is regularly approved, inspected and maintained.

All places where there is a risk of falling (e.g., openings in floors or walls, and roof edges) shall be immediately closed or screened off with an adequate collective fall protection. If KBC-owned equipment (e.g., lifelines and harnesses) would present risks, Supplier shall immediately notify KBC and prevent its continued use.

If Supplier removes or adjusts permanent equipment to enable the completion of a Task, Supplier shall restore this equipment to its original state immediately after completion of the Task.

Throughout the Tasks, Supplier shall install temporary CPE if no permanent protection is possible or present. Throughout the Tasks, Supplier shall only remove CPE in exceptional circumstances, and shall always provide for alternative protection.

Supplier shall ensure that PPE and suitable work clothes are worn at the Location by all Staff members, even those that are not effectively performing any Task-related activities. Supplier shall provide PPE for both its Staff and other parties involved, and shall provide appropriate instructions, training and supervision on their usage.

9 ENVIRONMENT

Supplier shall avoid environmental pollution, and shall follow the rules set forth in the Safety Regulations, the VIB ("*Veiligheidsinformatieblad*") and its detailed risk assessment. KBC shall be immediately notified of any incident or threat to the environment.

Supplier is responsible for removing its own waste. Supplier shall not burn any waste at the Location, or pour any chemical or biological products or waste into either KBC's drains or public drains.

Supplier shall ensure that the noise level remains below 60 dB(A) in areas where KBC employees are present. Supplier shall also avoid disturbing vibrations in buildings (e.g., when working with a drill).

10 APPLIANCES

Supplier shall duly label its appliances (such as machines, pieces of equipment, tools and installations).

Supplier shall only use (and – if relevant – connect to the electricity grid) appliances that are Safe, and for which appropriate manuals, certifications, safety instruction cards, training and maintenance are foreseen. Supplier shall obtain all legally required approvals for using appliances. Prior to connection, Supplier shall ensure that any circuit not sufficiently safeguarded is protected by a suitable automatic differential current system. Supplier shall also ensure that no cables, plugs or boards are exposed to water, and that all electrical equipment has a level of protection (including IP level) appropriate for the environment in which it is used.

Supplier shall not use appliances that use combustion engines in enclosed spaces without (i) suitable ventilation equipment, (ii) CO detectors, and (iii) having notified KBC in advance. At KBC's request, Supplier shall demonstrate the sufficiency of the ventilation equipment.

Supplier shall ensure the timely and appropriate maintenance, inspection and testing of appliances by certified persons. At KBC's mere request, Supplier shall provide relevant documentary evidence (such as the certificate of approval or the inspection certificate). Supplier shall secure all appliances against misuse (e.g., not leaving a key in a fork-lift truck). Supplier shall ensure that bad weather conditions do not create hazards and shall remove or securely fasten all loose items.

11 ELECTRICITY

11.1 GENERAL

Supplier shall consult KBC in advance for arrangements concerning electrical power. Supplier shall never make changes or repairs at its own initiative to KBC's electrical installations or appliances.

Supplier shall duly follow the procedures imposed by the Safety Regulations (including, in particular, AREI).

Before using electric power or working on electricity, Supplier shall ascertain which type of electricity grid is being used (TT, TN-S, etc.) and which risks are involved. Supplier shall, in particular, take into account the nature, age and condition of the installation.

In order to avoid hazards, Supplier shall disconnect a sufficient number of circuits before work is begun that involves electrical installations, and shall obtain KBC's prior approval for doing so.

Supplier shall duly enclose and lock-up electrical boards, and shall set up a secure key management to avoid unauthorized access.

Supplier shall avoid that the installation of cables would create any risk of falling or impede free passage. All cables shall be free of any damage and, in particular, shall not have any sharp edges. Cable pipes

can only be used within their carrying capacity. Cables must be properly laid in the pipes and shall not protrude.

Persons other than Staff shall be kept away from areas (in particular circuit connections) where work on electricity is being carried out.

11.2 TESTS, INSPECTIONS AND APPROVALS

Before each new or modified electrical installation is put into operation, Supplier shall submit the "as built" file and a certified inspection report. New or repositioned cables shall be tested for adequate voltage before they are connected to the mains. While performing these tests, only authorized persons are permitted in the vicinity.

Supplier shall request the body indicated by KBC to carry out an inspection for approving new installations or major changes. Supplier shall submit the resulting report to KBC.

Supplier shall ensure that temporary onsite electrical installations are approved by an external service for technical inspection ("*Externe Dienst voor Technische Controle*" - "EDTC"), in accordance with the General Regulations on Electrical Installations ("AREI"). Each electrical installation or component shall be accompanied by an EDTC report that is valid and does not contain any comments.

11.3 STAFF

In case access to high voltage installations is required, Supplier shall ask KBC for the applicable access procedure, and apply this procedure in accordance with the Safety Regulations. Access to and actions involving electrical installations can only be performed by qualified (BA4, BA5) Staff members, as specified by the Safety Regulations. Supplier shall submit (in advance and by email) the completed "BA-attest" template (available on www.kbc.com/hse), taking into account the concrete circumstances.

The principal ordering the work will be the installation officer, unless KBC appoints a different installation officer. For work involving electrical installations, Supplier shall qualify as the work officer, unless KBC appoints a different work officer for the work. The work officer is responsible for the working procedures and shall, in particular, ensure that Staff members are informed about the safety instructions, and understand and accept them.

12 WORKING AT HEIGHTS

In its detailed risk assessment, Supplier shall indicate which mitigation measures will be taken with respect to the risks associated with working at heights. The use of ladders to perform work at a height is only allowed when permitted by the Safety Regulations. Scaffolding-related activities (including assembly, dismantling, adjustments, inspection and general use) shall only be performed by authorized people.

13 CHEMICAL AND BIOLOGICAL AGENTS

Supplier shall inform KBC about the products (cleaning, adhesives, disinfectants, paints, etc.) and biological agents it wants to use in a Location. For each product, Supplier shall submit (in advance and by email) the completed "Agentia" template available on www.kbc.com/hse, as well as the VIB and VIK ("*VeiligheidsInstructiekaart*").

KBC has the right to reject the use of any of these products, or the proposed quantities, in the Locations. The only amount permitted is the amount necessary to complete the day's work.

Supplier shall duly inform the users of these products about the associated risks and mitigating measures (e.g., protective equipment), and shall also submit specific instruction card in the language of the users.

Supplier is responsible for managing these products, including their transport, storage and removal. Supplier shall ensure that they carry readable labels that comply with the Safety Regulations. Supplier shall store and handle them in their original containers. Every container shall be suitable and labeled as required by regulations.

Supplier shall ensure that premises under its control are duly ventilated. Supplier shall prevent the escape of hazardous substances, gases or fumes, and shall ensure they do not spread into KBC premises or threaten the environment or anyone's Safety. Supplier shall avoid risks and shall only perform the cleaning of equipment with the aid of solvents outside buildings, far from any flame. All solvents and soaked rags used shall be kept in hermetically sealed metal containers.

14 ASBESTOS

Supplier shall ask KBC whether any asbestos is present in the Location according to KBC's asbestos inventory, and shall immediately notify KBC if it suspects that additional asbestos is present that is not listed in this inventory. No Task shall be started or continued if there is any asbestos-related uncertainty. The treatment of asbestos material shall only be carried out by certified firms, after KBC's prior approval.

15 FIRE OR GAS

Supplier shall comply with KBC's specific guidelines for working with increased risk of fire, available on www.kbc.com/hse.

Supplier shall obtain KBC's prior approval for activities involving an open fire, naked flame, welding, flame-cutting, soldering, burning-off paint or varnish, heating, sharpening, or burning sealing materials.

Gas cylinders shall be handled with the greatest care, and shall always stand upright and be securely fastened. Empty gas cylinders and gas cylinders that are not being used, shall be stored in a well-ventilated space, with protective caps on, protected against the sun, removed from sources of heat, and removed from passageways or evacuation routes. Gas cylinders shall never be stored inside a building.

16 TEMPORARY OR MOBILE CONSTRUCTION SITES

16.1 GENERAL

The Safety Regulations and these Safety Requirements (in their entirety) also apply to temporary or mobile construction sites.

Supplier shall separately list in its offer the pricing for the relevant safety measures, in accordance with the requirements enumerated by the safety coordinator.

Supplier shall submit, for KBC's approval, a clear construction site blueprint. This shows at least the locations of: social facilities, storage of materials and equipment, hoists and their operating radius, electrical boards, (un)loading areas, entrances, site routes, directions for traffic flow, parking places, first-aid posts and utilities' mains.

Supplier shall pay special attention to the "prior notification" (also to relevant authorities) required by the Safety Regulations. Supplier shall also post in due time at the temporary or mobile construction site, clearly visible.

16.2 SAFETY COORDINATOR

If the Safety Regulations (in particular Chapter V of the Welfare Act) require a safety coordinator, then Supplier shall not start any activities until such person is appointed by KBC, and has issued the necessary recommendations. Supplier shall comply with them.

Supplier shall provide the safety coordinator with any documents requested — e.g. the safety, health and environment plan ("VG Plan") —

which shall be submitted to the safety coordinator in due time. The plan shall be consistent with the safety coordinator's own VG Plan.

Supplier accept as one of the conditions for delivery that all legal documents intended for the "Post-Intervention File", including the as-built file, shall also be accepted by the safety coordinator.