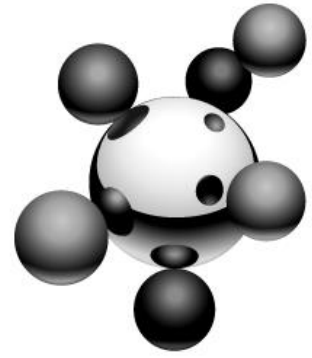


1.

SASOL
reaching new frontiers



Dealing with Service Providers

Discretionary Code of Practice

Sasol Mining (Pty) Ltd

Last Revision date: May 2014
Next Revision date: May 2019

Reference Number: V5.4.6

Document number: MGG MMG-000002

Approved:

Peter (JW) Steenkamp
Senior Vice President Mining
Date:

1. Record of approval

In terms of section 9(4) of the Mine Health and Safety Act the employer must consult with the Health and Safety Committee on the preparation, implementation and the revision of any Code of Practice.

| Business unit | Initial and Surname | Designation | Signature | Date |
|-----------------------|---------------------|--|-----------|------|
| Brandspruit | L. Mabuza | General Manager | | |
| Middelbult | K. Janse van Vuuren | General Manager | | |
| Value chain | N. Baloyi | Vice President | | |
| Bosjesspruit | L. Joseph | General Manager | | |
| Syferfontein | N. Esterhuizen | General Manager | | |
| SHE & Mining Services | P. Jordaan | Vice President | | |
| Supply Chain | A. Chathury | Vice President | | |
| Projects | K. Louw | Vice President | | |
| Engineering | G. Leibbrandt | Vice President | | |
| Twistdraai | T-Man Mphokane | General Manager | | |
| Sigma – Mooikraal | JJ du Preez | Mine Manager | | |
| SCS | J Bothma | General Manager | | |
| Export Plant | S Madida | General Manager | | |
| SHE department | S Windt | Head of SHE: Sasol Mining | | |
| SHE department | F Stander | Lead Auditor Sasol Mining | | |
| SHE department | J. Mchavi | Senior Manager: Occupational Safety | | |
| SHE department | I Labuschagne | Senior Manager: Ventilation | | |
| Solidarity | C Herbst | Stakeholder | | |
| CEPPWAWU | S Nkosi | Stakeholder | | |
| NUM | M Rampheng | Stakeholder (Sigma) | | |
| Sacwu | V Lekhatla | Stakeholder (Sigma) | | |

2. Contents Overview [*Comprehensive table of contents*]

| Subject | | Page no |
|----------|---|---------|
| 1 | Record of approval | 2 |
| 2 | Contents overview | 3 |
| 3 | Status of Discretionary Code of Practice | 5 |
| 4 | Drafting committee | 5 |
| 5 | General information | 6 |
| 6 | Terms and definitions | 7 |
| 7 | Risk management | 8 |
| 8 | Access to the Code of Practice | 8 |
| 9 | Implementation plan | 9 |
| 10 | Aspects addressed in the Code of Practice | 9 |
| 10.1 | Objective | 9 |
| 10.2 | Introduction | 9 |
| 10.3 | Service providers engagement process | 10 |
| 10.4 | Requirements to appoint a Service provider | 10 |
| 10.5 | Work to be done | 11 |
| 10.6 | Permission to work and licences | 11 |
| 10.7 | Workman`s compensation number | 11 |
| 10.8 | Contract management | 11 |
| 10.9 | Audits by the company | 12 |
| 10.10 | Safety, Health and Environment systems | 12 |
| 10.11 | On site control | 12 |
| 10.12 | Legislative compliance and appointments | 13 |
| 10.13 | Applicable legislation | 13 |
| 10.14 | Indemnity on behalf of Sasol Mining | 13 |
| 10.15 | Record keeping | 13 |
| 10.16 | Contract termination / Completion | 14 |
| 10.17 | Job planning and administration | 14 |
| 10.18 | Emergency preparedness | 15 |
| 10.19 | Service provider planned inspections | 15 |
| 10.20 | Service provider management training | 15 |
| 10.21 | Service provider incident and injury investigation analysis | 15 |
| 10.22 | Health control | 15 |
| 10.23 | Sasol Mining procedures, guidelines and policies | 15 |

| Subject | | Page no |
|----------------|--|----------------|
| 10.24 | Request for quotations (RFQ) process | 15 |
| 10.25 | Dealing with risk exposure | 16 |
| 10.26 | Sub Service provider controls | 16 |
| 10.27 | Contract award process | 16 |
| 10.28 | Activities to be addressed prior to commencing with work on site | 16 |
| 10.29 | Risk management Service provider | 18 |
| 10.30 | Activities to be addressed during site establishment | 18 |
| 10.31 | Access control | 19 |
| 10.32 | Licensing | 19 |
| 10.33 | Permission to work | 19 |
| 10.34 | Execution of work | 20 |
| 10.35 | Activities to be addressed during execution of work. | 20 |
| 10.36 | Responsibilities of the supervisor | 20 |
| 10.37 | Monitoring overall progress during execution | 21 |
| 10.38 | Detecting and managing change | 22 |
| 10.39 | Regular assessment of Service provider performance | 22 |
| 10.40 | Contract closure | 23 |
| 10.50 | Contract termination | 24 |
| 10.51 | Medical exit | 25 |
| 10.52 | Example of general categories of Service providers and sub Service providers | 25 |
| 11 | References / records | 26 |
| 12 | Amendment record | 27 |
| 13 | Annexure A: Environmental terms and conditions | 28 |
| | Annexure B: Employees record of hazardous work DMR 276 | 34 |
| | Annexure C: Service Provider safety file checklist | 35 |
| | Annexure D: Service provider key personnel details | 36 |
| | Annexure E: Appointment of Contract supervisors and competency certificate control list. | 37 |
| | Annexure F: Service provider equipment / tools approval | 38 |
| | Annexure G: Service Provider time sheet | 39 |
| | Annexure H: Service provider safety grading systems | 40 |

3. Status of Discretionary Code Of Practice

3.1. The Code of Practice may be used in an incident investigation / inquiry to ascertain compliance and also to establish whether the Code of Practice is effective and fit for purpose

Revision : 02
Page 4 of 40

Effective date : December 2003

Document number : MGG MMG-000002

Original document available at the SHE Department

Uncontrolled if printed. It remains the user's responsibility to ensure that the latest version is obtained.

- 3.2.** This Code of Practice supersedes all previous relevant Codes of Practice
3.3. All managerial instructions or recommended procedures and Standard Operating Procedures must comply with the Code of Practice and must be reviewed to ensure compliance

4. Drafting Committee

- 4.1.** In terms of section 9(4) of the Mine Health and Safety Act the employer must consult with the health and safety committee on the preparation, implementation and revision of any Code of Practice
4.2. It is recommended that the employers should, after consultation with the employees in terms of the Mine Health and Safety Act, appoint a committee responsible for the drafting of the Code of Practice
4.3. The members of the drafting committee assisting the employer in drafting the Code of Practice should be listed, giving their full names, designations and affiliations.

The Manager: Service Providers should ensure that the following persons are involved in the compilation of this document:

- The document champion
- Adequate management representation (employer)
- Affected line personnel (employees)
- Representatives from the approved registered unions
- Health and Safety Representatives as required by the Act

4.4. Members of Drafting Committee

| Business unit | Full name | Designation | Professional qualification |
|----------------------|--------------------|------------------------|--|
| Brandspruit | K Janse van Vuuren | Mine Manager | Manager Cert. Coal |
| Sasol Mining | G Trivett | Group Risk Manager | Manager Cert. Coal |
| SMCW | H Wormsbächer | Manager | GCC Mines + Factories; Bsc Eng; MBL; Dip Pr. Man. |
| SCS, Export plant | A Eckard | Manager | GCC-Elect/Mech AEP |
| Twistdraai Export | SB Anderson | Mine Manager | Manager Cert. Coal |
| Twistdraai Central | P Scheepers | Mine Manager | Manager Cert. Coal |
| Bosjesspruit | NJ van Eck | Mine Manager | Manager Cert. Coal |
| Middelbult | P Jordaan | Mine Manager | Manager Cert. Coal |
| Sasol Mining | H Froneman | Manager Group Training | Mine Overseer Cert. |
| Sasol Mining | RL Green | Act. Group | Mine Overseer Cert. |

| Business unit | Full name | Designation | Professional qualification |
|---------------|-----------|----------------|----------------------------|
| | | Manager Safety | |
| Syferfontein | J Owens | Coordinator | Mine Overseer Cert. |

5. General information

5.1 The Mines

The Sasol Mining operations are underground Collieries and surface activities consisting of the following:

- Bosjesspruit Colliery situated in the Secunda area.
- Brandspruit Colliery situated in the Secunda area.
- Middelbult Colliery situated in the Secunda area.
- Twistdraai Colliery situated in the Secunda area.
- Twistdraai (Thubelisha Shaft) situated North -East of Trichardt
- Syferfontein Colliery situated North-West of Trichardt
- Sigma: Mooikraal Colliery situated South-West of Sasolburg
- Export Plant situated within the secondary security area of Synfuels plants in the Secunda area.
- Sasol Coal Supply (SCS) situated within the secondary security area of Synfuels plants in the Secunda area.
- Sasol Mining Central Workshop (SMCW) situated within the secondary security area of Synfuels plants in the Secunda area.
- Shondoni Colliery situated north of Evander
- Impumelelo Colliery situated in the Greylingstad area.

5.2 Coal Seams Mined

From paragraph 5.3.1 – Rock fall COP V5.1.0

Secunda Coal Fields

The coal seam mined throughout is mainly the Number 4 Lower seam that varies in thickness from 0m to about 5.5m. The Number 4 Lower seam is separated from the Upper seam by a thick carbonaceous shale layer. The mining of the Number 4 Lower seam occurs between 50m and 220m below surface - generally averaging about 150m.

On occasion the parting between the Number 4 Lower seam and the Number 3 Seam is poorly developed, in which case this seam is mined along with the Number 4 Lower seam. This occurs only in the Twistdraai mining area and it is mined for the export market. A profile across the mining area can be viewed at the Sasol Mining Geology Department.

Vaal Basin Coal Fields

At Sigma: Mooikraal Colliery the Number 3 coal seam is mined at a depth of 85-170m. Bord and pillar mining is practised and again high extraction is in the long term planning.

5.3 Mining method

The following methods are practiced at all the underground Collieries of Sasol Mining:

- 5.3.1 Board and pillar sections being mined with single continuous miners, battery haulers, shuttle cars or continuous haulages.
- 5.3.2 Pillar extraction and pillar splitting by means of continuous miners.
- 5.3.3 Conventional mining where the coal seam is mined by drilling and blasting operations.
- 5.3.4 Occasional drill and blasting when necessitated by geological disturbances.

6. Terms and definitions

Project Supervisor: The Project Supervisor shall mean any line person, who has direct supervision or control over work performed by Service providers and/or all the relevant personnel who have to approve the work that was completed by the Service provider. The loading of the Purchase Requisition on SAP and the loading of Service Entries on SAP will also be done by the Project Supervisor.

Project Manager/Engineer: The Project Manager/Engineer shall mean the person that initiates the contract and has to approve the payment of the Service provider invoices. The Project Manager/Engineer will be responsible for the compilation/completion of the Scope of Work and to give permission to work.

Service Provider Employee Reference Numbers: The Service provider employee reference numbers is the number that the Service provider usually gives to his employees for his own control and ID number for Sasol mining control where work will be performed on any Sasol premises/sites.

Service Provider Safety Risk Rating System: The Service provider Safety Risk Rating System will mean that the Contracting Companies doing work at Sasol Mining will be rated in a colour coded way according to their Safety Systems Status as per Service Provider Audit and Adjudication Forum outcome. .

Service Provider: For the purpose of this COP, Service Provider is any provider of service, goods or people, who comes to any Sasol Mining premises / sites to provide a service, and includes:

- Contractor (any service provider with a valid Sasol mining or Sasol Shared Services who provide a service to Sasol mining)
- Subcontractor (any service provider used by the contractor)
- Sub sub-contractor (any service provider used by the subcontractor)
- Hired labour/agencies (any other persons employed by the service provider)
- Suppliers (as per Supply chain definition)
- Couriers/companies responsible for deliveries on any Sasol premise/site
- Event contractors (once off activity)
- Consultant (as per Supply chain definition)

Key Personnel: Managers, subordinate managers, supervisors and competent persons.

Risk Management Plan: Documented plan to manage all risks in a systematic manner according to section 11 of the MHS Act and must be auditable.

Accreditation Team: The team must consist of the relevant expertise at the appropriate level of authority within the Organisation such as the: Project Manager/Engineer, responsible P & SM person, responsible chief safety officer for that area, etc.

Permission to Work: Permission granted by the 3.1 appointee or his appointed delegate, to the appointed service provider responsible person, appointed in terms of the Health and Safety Act in Mines No. 29/1996, to commence with "construction/repair" work at Sasol sites. This permission does not replace the permit to work system.

Permit to Work: A procedure to be followed for "Critical, dangerous, life threatening acts and conditions" during the execution of the work for which permission to work was granted.

7. Risk management

- 7.1. Section 11 of the Mine Health and Safety Act requires the employer to identify hazards, assess the health and safety risks to which employees may be exposed while they are at work, record the significant hazards identified and risks assessed. The Code of Practice must address how the significant hazards identified in the risk assessment process must be dealt with. Having regard to the requirements of Section 11(2) and (3) that, as far as reasonably practicable, attempts should first be made to eliminate the risk, thereafter to control the risk at the source, thereafter to minimise the risk and thereafter, insofar as the risk remains, to provide personal protective equipment and to institute a programme to monitor the risk.
- 7.2. To assist the employer with the risk assessment, all possible relevant information such as accident statistics, ergonomic studies, research reports, manufacturer's specifications, approvals, design criteria and performance figures for all relevant equipment should be obtained and considered.
- 7.3. In addition to the periodic review required by Section 11(4) of the Mine Health and Safety Act, the Code of Practice should be reviewed and updated after every serious incident, significant changes introduced to the procedures, mining layouts, mining methods, plant or equipment and material or after 5 years.

8. Access to the COP

A copy of the latest COP revision is stored on IMS Documents section, as well as:

- With the Mine/Plant Manager

- Copies may be provided to any employee or service providers on request to the Chief Safety Officers and or Manager SHE: Service Provider Management.
- With the Senior Manager SHE: Sasol Mining on behalf of The Managing Director Sasol Mining

9. Implementation plan

The Mines Health and Safety Act Section 3(1) appointees must prepare implementation plans for their operations that make provision for issues such as structures, responsibilities of functionaries and programmes and schedules that will enable proper implementation of the Code of Practice

10. Aspects addressed in the Code of Practice

10.1. Objective

A process to ensure the health and safety of Service providers at Sasol Mining and to ensure that Service providers understand the necessary health and safety requirements as well as the correct documentation required by Sasol Mining. To inspire and manage Service providers to accept and practice Health and Safety in such a manner that Sasol Mining's vision of zero harm is achieved.

10.2. Introduction

- 10.2.1 Increased concern about managing the Safety and Health aspects of Service providers has taken place since the inception of the Mines Health and Safety Act. In order to ensure effective management of Service providers it is essential that a system, clearly identifying responsibilities, be drawn up.
- 10.2.2 The Mine Health and Safety Act make provision for employer's liability with regards to Service Provider's employees. In terms of the Act a Service Provider's employees are deemed to be employees of the company and thereby all the duties, imposed by the Act on the employer, about the employees and their management, are extended to Service Providers and their employees.
- 10.2.3 The fact that a Service Provider's employees are seen as Sasol Mining employees, thus making Sasol Mining liable for their Health and Safety, does not take away all the responsibility from the Service Provider.
- 10.2.4 A contract shall be entered into with each service provider, including labour brokers. The contract will stipulate Sasol Mining requirements with regard to safety and health of employees and environmental requirements..

10.3 Service Provider engagement process refers to the following Supply Chain Procedures:

- **JGR-PTP-000039:J004** for requesting receiving and opening of proposals and quotations.
- **JGR-PTP-000040: J005** evaluating bids and recommending for award of contracts

—

10.4 Requirements to Appoint a Service Provider for Rendering a Service, Goods or People to any Sasol Mining Premises/Site

10.4.1 Requests for Service Provider (Scope of Work Document)

10.4.1.1 The Project Manager/Engineer/End User shall compile a scope of work for any work to be performed by a service provider. A standard Proforma document is available to assist with the compilation of the scope of work (Scope of Work Document on the Sasol Mining Intranet. Path: Group of Companies/Sasol Mining/Sasol Mining Services/Projects and Technology/Project Management/Projects Procedures guidelines).

10.4.1.2 One of the most critical factors in service provider Safety and Health is the preparation of clear and comprehensive quotation invitation documents. The scope of work document must address at least the information as prescribed in the scope of work Proforma document and the following safety items discussed below:

10.4.2 Service Provider Qualifications and Competencies

This will be used to evaluate the prospective service providers and their quotes. The criteria must have been developed for the specific project during the job planning stage. (Approved bidders list and certified by the accreditation body – Sasol Service Provider Safety Management and Accreditation Procedure).

10.5 Work to be done

Must be described in sufficient detail to enable the service provider to understand the content of work, and the work environment conditions

10.6 Permission to work and licenses

Permission to work and licenses required must be identified as well as the method of issue and control. Some examples but not limited to be as follows:

- Medical examinations
- On site entry and security
- Vehicle licencing (*Refer to MGG MMG-000001*)
- Driver's license for the specific vehicle/equipment (*MGG MMG-000001*)
- Confined space entry
- Excavation
- Hot work (*MGA MMG-000009*)
- Welding (*MGA MMG-000009*)
- Vulcanising (*MGA MMG-000009*)
- Explosive devices
- Hazardous material handling
- Transportation of hazardous goods
- Environmental permits

10.7 Workman's compensation number (letter of good standing)

Service providers must be in possession of a valid letter of good standing with the nature of business as per scope of work.

10.8 Contract management

The contract document must also reflect Sasol Mining's organisational and management structure as it relates to the service provider. The following topics must be covered:

10.8.1 Legal Appointments with roles and responsibilities, e.g. MHSA and OHS Act (for example depending on project size)

- Subordinate manager Sect 7(4) and Reg. 2.6.1
- Chief safety officer Reg. 2.17.4
- Safety officer Reg. 2.17.1
- Engineer Reg. 2.13.1
- Subordinate engineer Reg. 2.13.3.1
- Responsible persons (key personnel) Reg. 2.9.2
- Safety representatives Reg. 2.18.1

10.8.2 To what degree will the service provider be integrated into Sasol Mining's organisation?

10.8.3 Who will do the direct supervision of the service provider?

10.8.4 Who within Sasol Mining's organisation will be primarily responsible for contract coordination and administration?

10.8.5 What technical support, if any, will be provided by Sasol Mining?

10.8.6 What information must the service provider report to Sasol Mining, the frequency and to whom? E.g. Hours worked and number of people employed

10.8.7 The document must specify the kind and sources of training Sasol Mining deems necessary for the safe execution of the work. The site and job orientation must be attended by Service providers. Training is required in the applicable legislation.

10.9 Audits by the company

Sasol service provider safety management will conduct an accreditation audit prior to the contract being awarded. This will focus on the Service Provider's ability to perform work safely and within applicable legislation, based on the Scope of Work provided. Should the scope of work change, an accreditation audit will have to be done as per new scope of work (**Refer to Supply Chain procedures JGR-PTP-000050: J013 Supplier accreditation and JGI-PTP-000121: J015-Service Provider safety assessment**) The mine where the service provider is rendering a service will monitor the safety performance and may require intervention from service provider safety management should the safety performance deteriorate. Service providers will form part of the Sasol mining internal and external **audits**.

10.10 Safety Health and Environment Systems

The service provider may have its own systems, for ease of management as an entity outside Sasol. However, the service provider will align itself and be part of the Sasol mining safety, health and environment systems while operating within Sasol mining.

10.11 On site control

Service providers must have a system to ensure appointment of trained, qualified and experienced (Competent) supervisors and assistants that are to provide direct supervision of Service providers employees at all times and in all circumstances. It may be subject to periodic audit by Sasol Mining.

10.12 Legislative compliance and appointments

The service provider will comply with all applicable legislation as per the requirements on Sasol mining. For legal appointments refer to point 10.8.1 and 10.13.

10.13 Applicable legislation to be considered but not limited to

- The Mine Health and Safety Act and Regulations (29 of 1996)
- The Compensation for Occupational Injuries and Diseases Act (130 of 1993)
- Basic Condition of Employment Act (3 of 1983)
- The Labour Relations Act (66 of 1995)
- Occupational Diseases in Mines and Works Act (78 of 1973)
- Tax Legislation
- The Minerals Act 50 of 1991
- Occupational Health and Safety Act

10.14 Indemnity on behalf of Sasol mining

10.14.1 Regardless of the degree of control over or the level of integration of the Service provider, Sasol Mining retains liability, which result from inherent risks or inadequate instructions to the Service provider. Sasol Mining must minimise the risks in the work environment to which the Service provider is exposed.

10.14.2 Also, where Sasol Mining provides tools, equipment or materials to the Service provider, these must be in proper condition and appropriate to the task at hand and relevant training provided.

10.14.3 The amount of liability coverage required, the specific losses to be covered and the phases of the contract to which the coverage applies need to be spelled out in the contract document. (E.g. SIMRAC levies, contractor all risk and legal liability).

10.15 Record keeping

The service provider will keep and make available to Sasol the following records:

- Pre-employment medical evaluation records
- Safety and Health training

- Tool box talks and Safety communication
- Occupational health monitoring records
- Compliance to permit requirements
- Planned inspection/audit reports
- Accident/incident investigations report
- Safety meetings held
- Hazard and near miss reporting
- Exit medical records for all employees
- Standardised forms to be used for records and reports must be specified

10.16 Contract termination / completion

10.16.1 The scope of work document must clearly define penalties and termination procedures in case of poor SHE performance. It must also specify that Sasol Mining may require Safety improvement plans or SHE performance turn around strategies be presented in case of unsatisfactory SHE performance. Conversely, conditions under which the Service provider can terminate the contract due to Sasol Mining's non-compliance must also be specified.

10.16.2 Consideration must also be given to criteria under which the contract will be considered to be satisfactorily completed. Specifications for the condition of equipment, tools, buildings and the work site upon the completion of the work must clearly be indicated. An inspection by representatives of all the parties must establish whether these conditions have been met which include the following which will be based on the history of a service provider:

- Safety and Health systems questionnaire
- Leadership and administration
- A Written Safety policy statement or certificate of achievement
- Detailed Safety system descriptions, including training methods, accident cost accounting, accident investigation and notification procedures, sub service provider Safety Management and annual safety budget information
- The frequency of Safety meetings for field supervisors
- Evidence of on-site involvement by the Service provider's senior management
- Organisation of and procedures for joint worker/management Safety and Health committee
- A description of the Safety and Health organisation of the Service provider and any sub service providers and how it interacts with the rest of the organisation
- Safety and Health record keeping and reporting practice

10.17 Job planning and administration

10.17.1 A logical and realistic job plan, based on information provided in the tender document and the prospective service provider's visit to the work site (schedule).

10.17.2 Complete technical and cost proposals with critical performance deadlines identified (milestone dates).

10.17.3 Details of proposed project execution, including the Service provider's safety and security organization and techniques, responsibility assignments, reporting

- requirements, procedures and training systems and their co-ordination with that of Sasol Mining's employees (execution methodology).
- 10.17.4 Previous client references.
 - 10.17.5 Information from the service provider's insurer regarding loss (contractor all risk) and liability coverage.
 - 10.17.6 Registered with the Compensation Commissioner.
 - 10.17.7 Evidence of vehicle insurance coverage.
 - 10.17.8 Service provider Employee Training. Adherence to Sasol mining training matrix

10.18 Emergency preparedness

- As per induction training and Sasol mining emergency preparedness documents. (*Refer to MGC MMG-000023 Emergency preparedness and Response and MGO MMG-000400 Emergency preparedness for uncontrolled gas and product release*)

10.19 Service Provider planned inspections

- Electrical tools to be inspected by and approved by MES
- Types of inspections conducted
- Inspection methods and frequencies
- Sample inspection reporting forms

10.20 Service provider management training

- Supervisor's safety management training
- Technical training
- Management skills training

10.21 Service provider incident and injury investigations and analysis

- As per Sasol mining incident and injury investigation procedure

10.22 Health control

Show Systems for hazardous substances and materials labelling and inventory; Material Safety Data Sheets, warning signs; hazard communication training such as Right-to-know and Hazardous Communication; monitoring and measurement regarding health exposure.

- Occupational health training (as part of induction)
- Employees' previous employment records
- Medical Surveillance (Mine Health and Safety Act Section 13.1)
- Personal Protective Equipment
- Risks identified before issued
- PPE required, rules developed and enforced
- Documented proof of all the above

10.23 Sasol mining procedures, guidelines and policies

All relevant and applicable Sasol Group requirements and procedures must be adhered to. Documentation, as per Scope of Work, must be provided to the Service Provider. i.e. CoPs, SoPs and directives at Sasol mining.

10.24 Request for quotations (RFQ) process

Refer to the Supply chain procedure

10.25 Dealing with Risk exposure

A risk ranking matrix is available as a screening aid in the Service provider selection process.

Service providers and their employees could be exposed to the risk of injury or occupational disease. It is therefore imperative that the exposure is managed in terms of this guideline in such a way that the risk is either eliminated or reduced as far as reasonably practicable. The steps that one must take in eliminating or reducing the risk must be in line with the risk exposure.

It is impractical to list within this guideline all the service providers and to assess the risk imposed on them, as there are many variables that could influence the risk. It is therefore up to Sasol Mining to assess the risk by using the control matrix as an aid.

Factors such as the probability of injury/illness as well as the severity of injury/illness must be assessed. Once this is done, the risk matrix could assist in indicating which of the control measures must be implemented. If any doubt exists whether the risk is low, medium or high, the higher classification must be chosen.

10.26 Sub-service providers controls

- Prior to allowing work to begin, Sasol Mining must assess the readiness of sub service providers in the same way and in the same detail as main Service providers.
- Written approval from Sasol mining (contract owner / end user) must be obtained before allowing sub service providers on site

10.27 Contract award process

Refer to the Supply chain procedure

The Project Manager/Engineer/End user after contract agreement and signature by both companies is responsible for the SHE management of the contract for and on behalf of Sasol Mining.

10.28 Activities to be addressed prior to commencing with work on site

- 10.28.1 A safety file must be submitted and approved, the contents of which will be made available to the service provider, attached to the scope of work when the end user submits. The safety file will be audited by the Chief Safety Officer and if in order The CSO will make a recommendation to the Contract owner to approve the safety file.
- 10.28.2 To comply with Regulation 4.16.1 in the Mines Health & Safety Act (MHSA), the details of every person who works per contract must be reflected on the form attached as per *Annexure D and G*. This form must be submitted to the responsible Project Manager/Engineer and/or his appointed sub ordinate before the contract commences or as agreed.
- 10.28.3 The service provider must file information for Contract control purposes and updating of statistics at the SHE offices on the same bases as for Sasol Mining employees. The identification (ID) number of the Service provider's employees must be used and not the Service provider number.
- 10.28.4 Formal Sasol mining medical examination, induction training and permitting must be completed by each Service provider and his employees as contractually agreed. Prior approval must be obtained for immigrant work permits and registration.
- 10.28.5* In terms of the Mineral Act and Regulations Contract Supervisors must be appointed. Proof of competency of key personnel must be submitted and a control list of the details of the Service providers own supervisors must be filled in for control purposes. This list must be submitted to the responsible Project Manager/Engineer and/or his appointed sub ordinate and must be updated should any change occur. (*See Annexure E*)
- 10.28.6 The Service provider must appoint a safety officer and/or safety representatives as per the Mines Health and Safety Act 29 of 1996 who will attend the first and second level Safety and Health meetings every month at the area in which he works.
- 10.28.7 Service provider must be adequately insured against potential SHE liabilities and this must comply with the Compensation for Occupational Injuries and Diseases Act and Regulations (130/1993) Letter of good standing must be submitted.
- 10.28.8 A risk management plan must be submitted indicating all the critical tasks to be undertaken by the Service provider including the required safety instructions.

The following items must be included in the risk management plan but not limited to:

- Identify the hazards and exposures
- Evaluate the risk of each hazards and exposures
- Develop a mitigating plan to manage each hazard and exposure
- Implement and manage the risk management plan
- Monitor the risk management plan and update as required

- 10.28.9 Before any Service provider commences with work, various checks must be conducted by the responsible Project Manager/Engineer and/or his appointed sub ordinate, which include the following but not be limited to:
- Written Agreement
 - Training
 - Competency
 - Induction
 - Legal matters
 - Specific training
- 10.28.10 Statutory appointments - Applicable to workplaces governed by the Mine Health and Safety Act and or the Occupational Health and Safety Act.
- 10.28.11 Scoping of the job - A Service provider must be clearly briefed on the exact scope of a job before commencing that he can adequately assess the risk, staff and prepare.
(This section is clearly defined in the guideline)
- 10.28.12 Compensation Insurance - Each service provider must be registered with the compensation Commissioner.
- 10.28.13 Supervision - Everyone must be clear on the reporting structures at Sasol mining and that of the Service provider.
- 10.28.14 Competency established - The Service provider and his employees must be competent in relation to the nature of job and the risks imposed. *(See annexure E)*
- 10.28.15 Documents to be provided – The Sasol Mining representative must supply the service provider with a copy of the Sasol Mining Safety and Health policy, The Sasol service provider safety file checklist and this code of practice.

10.29 Service provider Risk management

Sasol mining has identified major hazards pertaining to the work areas (surface and underground). Using these major hazards as a guideline the service provider needs to prepare a major hazards risk management plan as per risk management guideline.

10.30 Activities to be addressed during site establishment

- 10.30.1 Site specific induction must be completed by all Service provider`s employees, conducted by the person appointed at the Mine/ Business unit.
- 10.30.2 All equipment or tools that are going to be used by a Service provider must be inspected and approved by the responsible Reg 2.13.1 engineer or his appointed sub ordinate before the commencement of the contract. A copy of the equipment approval form must be submitted to the Project Manager/Engineer and/or his appointed sub ordinate before the work may commence. *(See Annexure F)*

- 10.30.3 The timesheet (*Annexure G*) must be completed and submitted to the responsible Project Manager/Engineer and/or his appointed sub ordinate in writing weekly
- 10.30.4 From the risk management plan, a risk assessment/analysis must be done of all the tasks to be undertaken by the Service provider and the project engineer / manager and required safe working procedures or instructions issued.
- 10.30.5 From the service provider safety management and accreditation procedure, allocate the grading colour for the service providers. This will be undertaken prior to the service provider being awarded a contract. Thereafter the Service Provider Manager will monitor the service provider performance and will request specific interventions from the accreditation team if or when serious safety systems deviations are logged. (*Refer to Annexure H*)

10.31 Access control

The current Sasol mining permit issued to individuals will not grant entrance to the various business units or construction sites. Business unit or construction site specific permits needs to be issued to individuals to gain access to the various work areas.

All vehicles entering any Sasol mining business unit or construction site must obtain permission for access as per access control procedure. Delivery notes will not grant permission for access at any Sasol mining business unit or construction site. Access for deliveries will only be granted as per access control procedure.

These site specific permits for individuals and/or vehicles will be issued by the Chief safety officer or his appointed sub ordinate of the various business units or where the Honeywell access control system is active the current Sasol mining permit needs to be activated to gain access at the business units.

10.32 Licensing

The responsible Sasol mining Reg.2.13.1 Appointed engineer must ensure that all persons that operate any mobile machines and equipment are competent and licensed. The appointed Sasol mining engineer must issue a Sasol mining related licence as proof that these mobile machines and equipment can be operated on Sasol mining premises. (*Refer to MGG MMG-000001 Licensing operators of Mobile machines and Rail bound equipment*)

10.33 Permission to work

- 10.33.1 Prior to issuing of the permission to work the Project Manager/Engineer and/or his appointed sub ordinate must ensure that requirements of the safety file have been met and signed off. This permission does not replace the permit to work system.
- 10.33.2 During the execution of the work, a permit to work procedure for “Critical, dangerous, life threatening acts and conditions” must be adhered to. A permit to work for each life threatening act and/or condition is required prior to

commencing with the activity and include, but not limited to the following activities: Obtain correct list:

- Confined space entry
- Excavation
- Hot work
- Welding
- Vulcanising
- Explosive devices
- Hazardous material handling
- Transportation of hazardous goods
- Working at heights

10.34 Execution of work

Before any work can commence, ensure that a valid permission of work document is issued and that each life threatening act and/or condition is identified and a valid permit to work issued prior to commencing with the activity.

10.35 Activities to be addressed during execution of work

The quality of work done during the execution phase will have a direct impact on the safety and performance of the required work. The more comprehensive the control measures, the smoother the work can be completed. The appointed service provider is responsible on a daily basis or as agreed to:

- 10.35.1 Examine the work area, tools and equipment to safely execute all the tasks likely to be involved in the work.
- 10.35.2 Identify relevant procedures and/or practices which are outside the normal activities and/or prior to any new work commencing.
- 10.35.3 Identify and communicate all critical tasks to employees and ensure the proper training related to the specific procedures and/or practices are in place prior to commencing with the task.
- 10.35.4 Determine whether any special skills, qualification, training or testing will be required.
- 10.35.5 Ensure all pre start up checks for all the equipment that may be used is in place.
- 10.35.6 Review maintenance and operating records to determine history and condition of equipment to be used.
- 10.35.7 Identify work progress reports that must be handed in by the Service provider.
- 10.35.8 Inspect and/or replace personal protective equipment.(PPE)
- 10.35.9 Conduct planned task observations.

10.36 Responsibilities of the Service provider

- 10.36.1 Determine the need for work coordination between line supervisor, Sasol mining Safety and Security Services departments.
- 10.36.2 Determine the monitoring methods for performance, Quality and Safety and Health system compliance.
- 10.36.3 Appoint a Contract Manager/Administrator from the company.
- 10.36.4 Define or adhere to emergency routes and assembly points to the work area.
- 10.36.5 Identify or ensure existing and potential noise levels monitoring by the Occupational Hygiene Department are carried out.
- 10.36.6 Identify or ensure existing and potential dust levels monitoring by the Occupational Hygiene Department are carried out.
- 10.36.7 Establish or adhere to established fire risk management systems.
- 10.36.8 Identify lifting, rigging and hoisting requirements.
- 10.36.9 Identify hazardous materials present and /or likely to be involved in the work.
- 10.36.10 Determine any other concerns relating to Safety and or Health.
- 10.36.11 Level of competence of proposed service provider team.
- 10.36.12 Update and maintain Safety record.
- 10.36.13 Duties of the service provider regarding compliance to Mine Health and Safety Act.
- 10.36.14 A risk assessment/analysis must be done of all the tasks to be undertaken by the Service provider as per Sasol mining risk assessment procedures.

10.37 Monitoring overall progress during execution

- 10.37.1 The quality of work in this process is directly related to the quality of work that Sasol Mining might expect from the Service provider. In other words, the better job that Sasol Mining does of specifying goals and objectives, screening prospective Service providers and preparing the selected Service provider, the less the risk of unsatisfactory performance by the Service provider.
- 10.37.2 The next critical step in managing Service provider Health and Safety is monitoring of service provider performance throughout the life of the contract.
- 10.37.3 Monitoring the Service provider environmental control plan. (*Annexure A page 21*).
- 10.37.4 Establishing performance standards (criteria by which methods and results will be evaluated).

- 10.37.5 Measuring performance against the established criteria, recording and reporting work in progress and completed.
- 10.37.6 Evaluation measured performance by comparison with established standards, appraising work and results.
- 10.37.7 Regulating and improving methods and results by commending desired performance and constructively eliminating substandard performance.

10.38 Detecting and managing change

- 10.38.1 Sasol mining and the service provider is responsible to ensure that there is:
- Annual Medical and induction follow-up and training
 - Joint Sasol Mining/Service provider inspections of the work site
 - Regular meetings of the Safety and Health liaisons to discuss necessary changes and their effects
- 10.38.2 Review of: Equipment inspection records as per statutory requirement or as per agreed frequency.
- 10.38.3 Incidents, accidents as reported from the client or service provider:
- News flashes
 - SHE forum feedback
 - First, second and third level safety meetings
- 10.38.4 Accident/incident analyses of the service provider.
- 10.38.5 Training and orientation records including proof of competency.
- 10.38.6 Health monitoring records, etc.

10.39 Regular assessments of Service provider performance to establish compliance to Safety, Health and Environment systems & standards

- 10.39.1 Joint Sasol Mining/Service provider Inspections
- 10.39.2 A Sasol Mining representative must ensure that regular work-site inspections as well as required specialised inspections are being conducted by the Service providers as agreed in the contract. This can be accomplished by regular reviews of the Service provider's inspection reports and records. General inspection reports must be evaluated for consistency and frequency of inspections, thoroughness of the inspection, clarity of the report, appropriate classification of identified hazards and timely and appropriate remedial actions. Specialised inspections records such as preventive maintenance and pre-use inspections must be checked periodically to ensure their regular application.
- 10.39.3 Monthly reports on staff register to the Project Manager/Engineer and/or his appointed subordinate.



- 10.39.4 Monthly updating of personnel registers whenever there is a change.
- 10.39.5 **Progress and Evaluation Meetings** - The Safety and Health liaisons of the service provider and the Company must meet on a regular basis to discuss any issues arising from the progress of the work. It would be valuable to expand these meetings periodically to include Senior Managers of both organisations as well as special interests such as engineering, purchasing, occupational Health and union representatives.
- First and second level meetings – Safety and Health related
 - Project meeting – progress, quality and schedule
 - Contract meeting – all contractual related matters
- 10.39.6 **Participation of Service Provider Personnel** - Part of the contract must be a description of how Service provider personnel will interact with Safety and Health activities for their own employees, apart from Sasol Mining's activities.
- 10.39.7 **Engineering and Purchasing Controls Reviews** - Regular evaluations of design and engineering methods must be conducted by qualified personnel to determine the adequacy of job planning, identify and evaluate changes which may have risk implications, identify the need for modifications to the agreement and follow-up recommendations and action plans. These evaluations are best done as joint effort.
- 10.39.8 **Records and Reports (the service provider is to keep their own records up to date and monitor the system)** - Reviews of required records and reports must be conducted monthly throughout the life of the contract. These reviews are especially helpful in identifying trends, which may need attention. Training and orientation records must be compared with the contract employee population to determine that all new employees and/or transferred employees conform to the requirements of this guideline. Equipment inspection reports must be evaluated to ensure that preventative maintenance requirements are being met. Health monitoring records must be closely examined to ensure that the required monitoring is being done.
- 10.39.9 **Remedial Action Management, Feedback and Follow-Up** - As a part of the contract agreement, a remedial action procedure must be developed and agreed to by all parties. The procedure must specify how the results of performance monitoring will be presented to the service provider or sub service providers, how remedial actions will be developed, approved and tracked and how completed actions will be verified and closed out.
- 10.40 Contract closure**
- 10.40.1 The following critical activities are important for the contract close-out and handover phase:
- 10.40.1.1 **Operational Readiness Testing** - Upon completion of plant construction or modification, equipment installation or shutdown activities, a systematic evaluation of operational readiness must be conducted. This is not only an evaluation of the production capability of the new plant or component, but an

evaluation of the effectiveness of the Safety and Health and environmental aspects of the project as well.

- 10.40.1.2 **Certification** - Calibration specifications and certification requirements must be spelled out in the contract.
- 10.40.1.3 **General Workplace Inspection** – A Sasol Mining representative and the Service Provider senior representative must conduct a final inspection of the work site, tools and equipment that belongs to Sasol mining. The inspection must focus on such items as:
- 10.40.1.4 **Satisfactory clean-up and removal of waste** - Removal of all temporary structures such as trestles and scaffolding.
- 10.40.1.5 Return of Sasol Mining’s tools, equipment, manuals, permits and security passes, medical exit certificates.
- 10.40.1.6 **Any property or environmental damage not previously reported** - Satisfactory restoration of facilities and grounds.
- 10.40.1.7 Risk Control System Evaluation.
- 10.40.1.8 An evaluation of the service provider’s Safety, Health and Environment performance must be made according to the pertinent agreements made in the contract.
- 10.40.1.9 Additional areas which must be evaluated are:
- The number and cost of contract changes
 - Final contract cost vs. original quotation
 - The effectiveness of supervision provided,
 - The degree of co-operation and communication between Sasol Mining and the Service provider
 - The Service provider’s labour relations with sub-service providers and employees
 - The Service provider’s effectiveness in material procurement, scheduling, planning, pricing and processing
 - The Service provider’s diligence in attention to detail
- 10.40.1.10 **Close-out Meeting** - The close-out meeting must receive the same attention as the opening meeting of the contract. This is the time to review the results of operational readiness testing, the risk control system evaluations, the final work-site inspection and any outstanding issues. The meeting allows both Sasol Mining and the Service provider the opportunity to “close the loop” and feed meaningful results back into their systems. This is really a quality control check on the project.

10.50 Contract termination.

- 10.50.1 **The Termination Process** - A systematic approach to contract termination is essential to a perception of fairness on the part of Sasol Mining. These steps are deemed to be essential to the process.
- 10.50.2 Identify and document problems. If the problem is deemed to be critical and an obvious violation of the contract specifications, the Service provider's Safety and Health liaison and the Service provider's senior Site-Manager must be notified both verbally and in writing. A realistic deadline for correction, where correction is possible must be agreed upon in writing. Where agreement is not possible, then due regard must be given to the notice period in the written contract.
- 10.50.3 Occasionally the noted problem may involve a violation of Safety and Health legislation. In such a case, work must be stopped immediately and the Service provider as well as the appropriate authority must be notified.
- 10.50.4 There will be the rare occasion on which an immediate and extreme hazard may be identified. Sasol Mining will have and may exercise the authority to stop work immediately and evacuate or otherwise control the area until corrective action is completed at no cost/loss to the Sasol Mining.
- 10.50.5 If on-site Service provider Management cannot or will not bring the problem situation to a satisfactory resolution, the next step is to directly contact, both verbally and in writing, the Service provider's head office. It must be made clear that the appropriate preliminary steps have been taken and that the problem remains unresolved.
- 10.50.6 Stop the work! This can be a difficult decision as it may well affect the timely completion of project and increase cost, but it may also be necessary both to the protection of workers and to Sasol Mining's commitment to follow-through its contractual agreements.
- 10.50.7 The next step may be a meeting with the Service provider owner or Senior Manager.
- 10.50.8 Terminate the contract. Again, a very difficult and sometimes costly step, but one which may save lives as well as potential losses and which greatly exceeds any immediate cost.
- 10.50.9 Charge the terminated Service provider for the costs associated with cleaning and repair of the work site and the re-quotation of the contract.

10.51 Medical exit.

Every person must undergo an exit medical examination at the Sasol Mining medical centre whenever such person's services are interrupted.

10.52 Examples of General Categories of Service Providers and Sub- Service Providers.

10.52.1 Contracted Employment Service

- Labour hire

- General Service Providers
- Garden services
- Food services

10.52.2 Specialist Service Providers

- Road upgrading
- Wire meshing
- Conveyor belt cleaning
- Conveyor belt extensions
- Switchgear extensions
- Hoist maintenance

10.52.3 Consultants

- Specific Services (Turnkey)
- Murray and Roberts
- Shaft Sinkers
- Grinaker LTA
- WBHO

10.52.4 Suppliers

- Consumables
- Machines
- Equipment

11 References / Records

| Identification | Storage | Retention Time | Disposal | Responsible |
|---|---------|----------------------------------|----------------------------------|----------------|
| MGC MMG-000023 Emergency preparedness and Response | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| MGO MMG-000400 Emergency preparedness for uncontrolled gas and product release | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| MGG MMG-000001 Licensing operators of mobile machines and Rail bound equipment | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| MGF MMG-000007 Monitoring, Inspection and safe making of roof and sidewalls | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| MGF MMG-000017 Guideline for conducting Job Safety Analysis | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |

| Identification | Storage | Retention Time | Disposal | Responsible |
|---|---------|----------------------------------|----------------------------------|----------------|
| MGO MMG-000185 Installation, Operation and Maintenance of section water reticulation systems | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| MGO MMG-000458 Employees working in isolated or remote areas | IMS | As per Sasol Mining requirements | As per Sasol Mining requirements | SHE department |
| | | | | |

12 Amendment record

| Revision number | Date | Indicate : Add / Delete / Replace | Nature of change | Page |
|-----------------|----------|-----------------------------------|------------------|------|
| 01 | May 2014 | Change | Numbering system | All |
| | | | | |

13 Annexes

Additional document(s) to this Code of Practice should be attached hereto as follows:

| Document type | Description |
|---------------|---|
| Annexure A | Environmental Terms and Conditions for Incorporation in Contracts |
| Annexure B | Employee`s record of hazardous work DMR 276 |
| Annexure C | Service Provider safety file checklist |
| Annexure D | Service Provider Key Personnel details |
| Annexure E | Appointment of Contract supervisors and competency certificate control list |
| Annexure F | Service Provider equipment / tools approval |
| Annexure G | Service Provider time sheet |
| Annexure H | Service Provider safety grading system |

Annexure A – Environmental Terms and Conditions for Incorporation in Contracts

Environmental Terms and Conditions for Incorporation in Contracts Entered into by the Sasol Group of Companies Sasol Mining

1. Service Providers

1.2 Safety, Health and Environment

- 1.2.1 The Service provider is required at its own expense to comply with the Legal requirements, Sasol group and or Mining's SHE policies, standards and guidelines as and where they exist or are being implemented.
- 1.2.2 The Service provider shall, if so required by Sasol Mining, comply with any additional requirements i.e. SANS codes or industry good practices, with respect to SHE precautions and emergency procedures which may, from time to time, be specifically issued to the Service provider by Sasol Mining.
- 1.2.3 In addition to the foregoing the Service provider shall comply with the SHE precautions and emergency procedures. This will be given to the Service provider on request and under signature by the Chief Safety Officer or delegate Safety officer
- 1.2.4 During the execution of the work or provision of the service, the Service provider shall take all precautions to prevent any act or omission which will or may result in the contravention of any applicable SHE legislation, code of practice, permit, or other permission granted to Sasol Mining by any authority or body.
- 1.2.5 If requested by Sasol Mining at any time the Service provider shall be required to demonstrate staff appointments and capability to meet technical, environmental and emergency response competence in all relevant activities of its business.
- 1.2.6 Permission must be obtained by the Service provider from a representative of the relevant SHE group of Sasol Mining for the disposal or discharge of any waste or effluent, failing which all such waste or effluent is to be removed by the Service provider from the site at the Service provider's expense.
- 1.2.7 The Service provider must furnish Sasol Mining with all relevant documentation relating to the safe disposal of any waste or effluent where the Service provider removes such on behalf of Sasol mining.
- 1.2.8 Any SHE incident in which the Service provider is involved must be reported as soon as reasonably practicable by the Service provider to a designated member of the relevant SHE group of Sasol Mining. In addition, all emergencies must be reported as per Sasol emergency procedures.
- 1.2.9 The Service provider is responsible for the costs of any clean up or mitigation measures associated with any SHE incident in which it is involved, to the standards acceptable to Sasol Mining and any relevant authorities.

- 1.2.10 Where necessary, the Service provider shall implement emergency containment, mitigation and clean up measures with respect to any SHE incident in which it is involved, failing which Sasol Mining may initiate or undertake same and recover the reasonable costs associated in doing so, from the Service provider.
- 1.2.11 A SHE incident, whether caused intentionally or negligently by the Service provider, may constitute breach of contract by the Service provider.
- 1.2.12 Subject to the remaining provisions of this clause, the Service provider shall be liable for and does indemnify Sasol Mining and hold Sasol Mining harmless in respect of any loss, damages, claims, liability and legal actions (including interest and all legal costs, including but not limited to attorney and own client cost) or expenses suffered, sustained, incurred or instituted against Sasol Mining which may result from:
- 1.2.12.1 any loss, spillage, or contamination of the goods; and/or
- 1.2.12.2 any bodily injury or death, or damage to property (other than the goods) as a result of any act or omission on the part of the Service provider, if such loss, contamination, injury or death is caused by, and is a direct consequence of the wilful misconduct or negligence of the Service provider and/or the Service provider's employees.
- 1.2.13 The Service provider's liability in terms of 1.2.12;
- 1.2.13.1 In respect of the events envisaged in 1.2.12.1 shall:
- for the loss, spillage or damage suffered by Sasol Mining not exceed the invoice price of the goods concerned conveyed by the Service provider hereunder, as at the loading point and as at the date of such loss or contamination;
 - for the loss or damage suffered by any third party, be limited to the actual damages suffered by such third party;
- 1.2.13.2 In respect of the events envisaged in 1.2.12.2, shall not exceed an amount determined by Sasol mining in respect of any one event;
- 1.2.13.3 As limited in terms of 1.2.13.1 and 1.2.13.2, shall be further limited to such extent as a court of law may deem just and equitable having regard to the degree to which the misconduct or negligence referred to in 1.2.12 caused the loss or damage concerned;
- 1.2.13.4 In respect of the events envisaged in 1.2.12.1 shall commence when loading of the goods into the vehicle has been completed and shall terminate upon completion of off-loading of the goods at the off-loading point, and in respect of the events envisaged in 1.2.12.2 shall commence when the vehicle arrives at the entrance of the premises at which such loading is to take place and shall terminate when the vehicle leaves the premises at which off-loading of goods has been effected.
- 1.2.14 The Service provider shall at its own expense:

- 1.2.14.1 Carry adequate insurance in its name against all losses or damages and liabilities flowing from the execution of this agreement. The Service provider shall from time to time when required by Sasol Mining produce the policies of insurance and the receipts for the premiums thereof; and
- 1.2.14.2 Provide all statutory insurance in respect of its employees, vehicles and equipment.
- 1.2.14.3 Provide adequate cleaning facilities for its vehicles and equipment with adequate containing pits for product discharge during cleaning processes. These waste products will be disposed of without polluting the environment. Due to the potential hazardous nature of wash water resulting from such washing procedures, the Service provider has the obligation to ensure responsible disposal facilities are utilised for disposal of such water.
- 1.2.15 The Service provider must ensure that his/her employees are fully conversant with all environmental obligations and duties of the Service provider in terms of this document.
- 1.2.16 The Service provider shall ensure that any Sub-service provider, including all of the Sub-service provider's employees, observe and comply with the provisions of this document.
- 1.2.17 Sasol Mining reserves the right to audit the Service provider with respect to compliance with the requirements stated in this contract document and the Service provider's SHE management system. Sasol Mining may require the Service provider to conduct corrective actions on the findings.

2. Carriers

(as above and in addition:)

- 2.2 Dangerous or hazardous goods
 - 2.2.1 Should the Carrier agree to handle any dangerous or hazardous goods on behalf of Sasol Mining for any purpose:
 - 2.2.1.1 Sasol Mining shall be furnished, together with the goods, material safety data sheets and tram-cards detailing the trade name, chemical composition and characteristics, mass and volume of the goods; and
 - 2.2.1.2 Such declaration shall explain under what circumstances in which the goods are dangerous or hazardous; and
 - 2.2.1.3 Sasol Mining shall ensure that the goods shall have the warning labels and declarations required in terms of any legislation applicable to the transportation of dangerous or hazardous goods.
 - 2.2.2 The Carrier shall identify and assess the risks and hazards associated with transport, handling and delivery of goods.
 - 2.2.3 The Carrier shall ensure that material safety data sheets and tram-cards accompany goods transported at all times.

- 2.2.4 If, in the opinion of the Carrier any goods (whether they have been declared as dangerous or not) become a danger to any person, property, or the environment, the Carrier shall inform Sasol Mining immediately and take such precautionary steps as it deems prudent to prevent or avert such danger, in consultation with Sasol Mining.
- 2.2.5 Sasol Mining reserves the right to check that the Service provider has and conforms to written safe-operating procedures and operating instructions, for the activities related to the transportation of Sasol Mining's products and the handling of waste in a legally acceptable manner. Instructions should include but are not limited to:
- 2.2.5.1 Loading and un-loading of product
- 2.2.5.2 Labelling of the truck for specified products
- 2.2.5.3 Product compatibility for loading after carriage of a different load
- 2.2.5.4 Cleaning methods for tanks, valves, and hoses
- 2.2.5.5 Inspection of the vehicle, tanks, valves and hoses for cleanliness
- 2.2.5.6 Inspection prior to loading
- 2.2.5.7 Weighing
- 2.2.5.8 Emergency response
- 2.2.5.9 Tank suitability
- 2.2.5.10 Sampling
- 2.2.5.11 Cleaning requirements for last cargo
- 2.2.5.12 Vehicle maintenance programme
- 2.2.6 Drivers must have 24-hour contact with their companies.
- 2.2.7 The Service provider shall at all times provide competent and fully trained drivers to operate its vehicles. Sasol Mining shall be entitled to give instructions directly to such drivers regarding the use of the vehicles and the method of handling the goods safely, in general and during accidents, provided that:
- such instructions are lawful and do not conflict with the Service provider's reasonable terms and conditions of employment and/or driving policies and procedures, and any law or regulation, including, without limitation, the Act
 - nothing herein contained shall be construed so as to constitute such drivers as employees of Sasol Mining.
- 2.2.8 If requested by Sasol Mining at any time from time to time, the Service provider shall, within 30 (thirty) days of receipt of any written request from Sasol Mining to

that effect, supply Sasol Mining with comprehensive details in writing of its drivers' training programme. Sasol Mining shall then be entitled to recommend changes or additions to the training programme which in the opinion of Sasol Mining are necessary having regard to the nature of the goods, whereupon the Service provider shall at its own expense, forthwith incorporate such changes and additions in its training programme at all times. Sasol Mining has an existing driver-training course, which is available to the Service provider on request and at a negotiable fee.

- 2.2.9 The Service provider shall acquaint its drivers and instruct them on the hazards, symptoms, prevention, fire extinguishing agents and first aid precautions, all as defined and referred to in Sasol Mining's safety data sheets as issued by Sasol Mining from time to time.
- 2.2.10 Should delivery of any load of goods be refused at any off-loading point for any reason whatsoever, the Service provider shall ensure that the relevant driver of the vehicle shall, before leaving the point of delivery stated on the delivery note, contact the Service provider, who shall then contact Sasol Mining immediately thereafter, whereupon the Service provider shall obtain further instructions from Sasol Mining and be obliged to comply with such instructions as issued by Sasol Mining.
- 2.2.11 Routes to be followed by drivers will be agreed upon between Sasol Mining and the Service provider. Such routes can only be deviated from under emergency situations or if mutually agreed to.
- 2.2.12 The driver of the vehicle is responsible for:
- positioning the vehicle at the loading and off-loading point and has to ensure it is safe to load or off-load
 - checking at all times after loading and off-loading that there is no leakage and that the valves are properly closed
 - ensuring that the earth cable is properly attached to his vehicle before loading and off-loading (where applicable)
 - operating the valves on his vehicle (where applicable)
 - attaching the loading mechanism to his vehicle for loading and off-loading (where applicable)
 - opening and closing the hatches on the top of the vehicle when loading or off-loading (where applicable)
 - ensuring, in conjunction with Sasol Mining, that the vehicles are loaded as requested
 - ensuring, together with the operator that the last product in the pipe is dumped in a bucket supplied by Sasol Mining to avoid spillage on completion of off-loading

3. Consultants

(as above and in addition:)

3.2 Information, communication and advice

- 3.2.1** The Consultant is required at all times to apply the professional standards reasonably required of it.
- 3.2.2** No information or documentation pertaining to any activity, operation or project undertaken by Sasol Mining may be disclosed by the Consultant to any third party, without the prior consent or express mandate of Sasol Mining.



Annexure B: Employee`s record of Hazardous work

DMR 276

EMPLOYEE'S RECORD OF HAZARDOUS WORK

| | | | | | | | | | | | | | | | | | | | |
|-------------------------|--|------|----|--------------------------|--|---|---|-------------------------|-------|-----------------------|-------|-----------|---|--------|---|---|---|---|---|
| MINE NAME | | | | | | | | | | | | | | | | | | | |
| MINE CODE | | | | SURNAME | | | | | | | | | | | | | | | |
| FIRST NAME | | | | | | | | | | | | MALE | | FEMALE | | | | | |
| I.D./PASSPORT NUMBER | | | | | | | | COMPANY/INDUSTRY NUMBER | | | | | | | | | | | |
| DATE STARTED EMPLOYMENT | | D | D | M | M | Y | Y | Y | Y | DATE ENDED EMPLOYMENT | | D | D | M | M | Y | Y | Y | Y |
| OCCUPATION | | DATE | | NUMBER OF EXPOSED SHIFTS | IDENTIFY STRESSOR AS PER MINE'S SPECIFIC RISK ASSESSMENT IN ACCORDANCE WITH THE DMR LISTING IN SCHEDULE 22.9(2)(a) | | | | | | | | | | | | | | |
| | | FROM | TO | | AIRBORNE POLLUTANTS (e.g. Silica, Coal Dust, etc.) | | | | NOISE | THERMAL STRESS | OTHER | RADIATION | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

SIGNATURE OF HYGIENIST/LINE MANAGER: _____ DATE: _____
SIGNATURE OF EMPLOYEE: _____ DATE: _____

Note Section 14 (I) & (II) of the Mine Health and Safety Act states that:

“(I) The employer at every mine must keep a service record in the prescribed form, of employees at the mine who perform work in respect of which medical surveillance is conducted in terms of section 13. (II) The employer must deliver to the Medical Inspector a copy of the relevant part of the record kept in terms of subsection (1) – (a) when an employee whose name appears in that record ceases to be employed at that mine; or (b) when required to do so by the Chief Inspector of Mines.”

Annexure C

| Service provider | | Safety File checklist | | | |
|--|--|--|------|-----|----------|
| Service Provider company name | | | | | |
| Service Provider company telephone | | | | | |
| SHE official of Service Provider | | | | | |
| Telephone number of Service Provider SHE official | | | | | |
| Sasol mining SHE department | | | | | |
| Telephone number of Sasol mining SHE department | | | | | |
| Date | | | | | |
| Scope of work | | | | | |
| Safety File index | | File requirements | | | |
| | | Meet | Need | N/A | Comments |
| 1 | Safety file index | | | | |
| 2 | Approved scope of work included in file | | | | |
| 3 | Company Health and Safety policy | | | | |
| 4 | Contact list of key persons in the Company | | | | |
| 5 | Copies of legal appointments: | | | | |
| | Manager Sec. 7.4 Reg 2.6.1 | M H S A a n d R e g u l a t i o n s | | | |
| | SHE representatives Reg 2.18.1 | | | | |
| | First aider Reg 24.7 | | | | |
| | Supervisor Reg 2.9.2 | | | | |
| | Safety Officer Reg 2.17.1 | | | | |
| 6 | List of equipment(high risk equipment, tools & equipment checklist) | | | | |
| 7 | Permission to work on site | | | | |
| 8 | Hazards Identified Risk Assessments and Controls signed by all workers | | | | |
| 9 | Proof of Red tickets (Medical and Induction) | | | | |
| 10 | Personal Protective Equipment proof of issue | | | | |
| 11 | Selection, procurement & management of sub-contractor | | | | |
| 12 | Maintenance arrangements of machinery and equipment | | | | |
| 13 | List of workers on site and their trade | | | | |
| 14 | Occupational health monitoring records | | | | |
| 15 | Toolbox talks and safety meetings. | | | | |
| 16 | Proof of competency per trade e.g. training certificates | | | | |
| 17 | Letter of good standing with compensation commissioner. Exp. date | | | | |
| 18 | Site induction | | | | |
| 19 | Work procedures index (Approved) | | | | |
| Action to be taken on areas not meeting requirements | | | | | Due date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



Annexure D - Service Provider Key Personnel details

EXAMPLE Document only - Service Provider Key Personnel details

Business unit: _____

Requirement: This form must be submitted to the responsible Project Manager/Engineer and/or his appointed sub ordinate before the contract commences or as agreed.

Contract No: _____ **Company:** _____

Scope of Work: _____

Period of Contract: From: _____ **To:** _____ **Service provider Name:** _____

Extension date of contract: _____ **Expiry date of contract:** _____

Service provider Address: _____ **Tel No:** _____ **Area Of Contract Work:** _____

Number of Persons on Contract: _____ **E-Mail:** _____ **Fax No:** _____

| Name & Surname | Residential Address | Contact No. | ID No | Occupation |
|----------------|---------------------|-------------|-------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Service Provider (Print name): _____ **Signature:** _____ **Occupation:** _____

Date: _____



Annexure E - Appointment of Contract Supervisors and Competency Certificate Control List

EXAMPLE Document only

Requirements: Complete, attach copies of certificates and submit to the Project Manager/Engineer and/or his appointed sub ordinate as agreed.

Contract No: _____ Company: _____

Scope of Work: _____

Period of Contract: From: _____ To: _____ Service provider Name: _____

Extension date of contract: _____ Expiry date of contract: _____

Service provider Address: _____ Tel No: _____ Area Of Contract Work: _____

| Name & Surname | Occupation | Gas Testing Cert. | Flameproof Cert. | Blasting Cert. | Mine Overseer's Cert. | Mine Manager Cert. | First Aid Cert. | Other certificate Description | Employee Signature |
|----------------|------------|-------------------|------------------|----------------|-----------------------|--------------------|-----------------|-------------------------------|--------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |



Annexure F - Service provider Equipment / Tools Approval

EXAMPLE Document only

Requirements: Complete, attach copies of certificates and submit to the Project Manager/Engineer and/or his appointed sub ordinate as agreed.

Contract No: _____ **Company:** _____

Scope of Work: _____

Period of Contract: From: _____ **To:** _____ **Service provider Name:** _____

Extension date of contract: _____ **Expiry date of contract:** _____

Service provider Address: _____ **Tel No:** _____ **Area Of Contract Work:** _____

The following equipment or tools was submitted for inspection and approval

| Item | Description of Equipment | Serial or stamp number | Certificate number (Where applicable) | Equipment in Order | | Comments | Date | Responsible Engineer signature |
|------|--------------------------|------------------------|---------------------------------------|--------------------|----|----------|------|--------------------------------|
| | | | | Yes | No | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |



Annexure G - Service Provider Timesheet

EXAMPLE Document only - Service Provider Timesheet

Requirements: Complete and submit to the Project Manager/Engineer and/or his appointed sub ordinate in writing weekly or as agreed.

Contract No: _____ Company: _____

Scope of Work: _____

Period of Contract: From: _____ To: _____ Service provider Name: _____

Extension date of contract: _____ Expiry date of contract: _____

Service provider Address: _____ Tel No: _____ Area Of Contract Work: _____

| Name & Surname | ID no. | Hours Worked During Week: From: _____ To: _____ | | | | | | | | | | | | | | Total per week | |
|--|--------|---|----|----|----|----|----|----|----|----|----|-------------------------------------|----|----|----|----------------|----|
| | | M | | T | | W | | T | | F | | S | | S | | NT | OT |
| | | NT | OT | NT | OT | NT | OT | NT | OT | NT | OT | NT | OT | NT | OT | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total man-hours per day | | | | | | | | | | | | | | | | | |
| Total number persons for the week | | | | | | | | | | | | Total Man-hours for the week | | | | | |

Service Provider (Print name): _____ Signature: _____ Occupation: _____

Date: _____

Annexure H - Service Provider Safety Grading System

1. General

Service Provider safety performance is graded based on Safety Management and Accreditation Procedure. Although the main focus is on safety, the grading system takes integrated SH&E performance into account.

2. Grading Levels

2.1

GREEN

This grading is Sasol's stated goal for Service Providers. Green graded Service Providers are considered to possess the commitment, organizational ability and competencies to effectively manage their safety (and integrated SH&E) performance effectively and efficiently.

2.2

YELLOW

Upon appointment, a new Service Provider will receive a Yellow grading and a Green grading will be achieved upon successful completion of Orientation and Training (Element 4.4 of this Safety Management and Accreditation Procedure) and when audited compliance with the Service Provider's SH&E plan is in place.

2.3

ORANGE

An Orange graded Service Provider has not managed to meet contractual safety requirements, either through systemic shortcomings in ownership or management structure or by resource inadequacy (e.g. incompetent employees or sub-standard equipment).

A risk assessed decision by Sasol Line Management and the Sasol Service Provider Assessment Team must be taken regarding continuation with contracted work or service.

2.4

RED

These Service Providers may be suspended from the Sasol Service Provider List with immediate effect or if no satisfactory improvement is achieved in an agreed time period.

The onus remains with the Service Provider to establish the commitment, organizational ability and competencies to effectively and efficiently manage their safety (and integrated SH&E) performance capabilities. They should only be considered for further work or service once audited when compliance with the minimum safety requirements in section 5 of the Sasol group Service providers Safety Management Procedure