

**EXHIBIT SH**  
**HEALTH SAFETY AND ENVIRONMENT**  
**REQUIREMENTS**

**1.1 Health Safety & Environment Requirements.**

The safety and health of Supplier's and any Subcontractor's employees and agents brought on CenturyLink's premises are the sole responsibility of Supplier. Supplier will comply with all applicable provisions of Country laws, regulations and orders affecting health safety and environment, including but not limited to applicable European Regulations and Directives and enactments thereof in Country legislation. All Services performed will be such that when performed or completed, they are in compliance with applicable legislation and standards and other laws, regulations, rules and standards relating to health, safety and environment.

Supplier will maintain a safety and environmental management system. Upon CenturyLink's request, Supplier will provide the name and qualifications of its safety health and environment system contact. Supplier's safety health and environment system contact will be responsible for ensuring compliance with Supplier's safety health and environment management plan and enforcing compliance therewith in accordance with applicable laws, regulations, and codes. Upon request of CenturyLink, Supplier will provide CenturyLink with written assurances that Supplier and its Subcontractors have a written safety and environment plan in effect and the training appropriate for the Service has been conducted for Supplier and its Subcontractors. Supplier will be responsible for coordinating its safety and environment plan with its Subcontractors, other suppliers and CenturyLink, where appropriate. Upon request, Supplier will furnish CenturyLink a written copy of its safety and environment management practices.

Supplier is expressly authorized to correct any violations of standards that come to its attention where said violations are within the scope of the Service.

This clause will appear in all of Supplier's subcontracts: "While working on CenturyLink Technologies premises, Supplier will immediately notify CenturyLink of any contact with any authorized representative of the Jurisdictional enforcement agency official for the purpose of inspecting, investigating or carrying out any duties the applicable legislation or standards at CenturyLink premises or facilities. CenturyLink maintains the sole authority for allowing access to CenturyLink "premises or facilities."

**1.2 Safety, Health and Accident Reporting Requirements:**

**(a) Reporting Requirements - Incidents.**

Supplier will immediately report to CenturyLink any accidents, injury-inducing occurrences, property damage or environmental impact arising from performance of this Agreement to CenturyLink's authorized representative [accidents.europe@CenturyLink.com](mailto:accidents.europe@CenturyLink.com) and the Event reporting system at (+44) 1-256 733888 for major events,(hospitalization of employee, fire environmental damage). The reporting system is available 24 hours a day. Accidents, injuries, and illnesses requiring medical attention other than first aid, damage to property of CenturyLink, and fires will be immediately orally reported to CenturyLink at the time of the incident. Follow up written reports will be submitted within 24 hours after

each incident by Supplier to all involved parties as required by the applicable regulations, codes, and other requirements.

**(b) Copies of Reports; Compliance with Laws.**

Supplier agrees to provide immediately upon CenturyLink's request, copies of any reports and correspondence filed with Supplier's insurer or any other agencies or third party with respect to Supplier's performance of this Agreement. Supplier will maintain job site accident, injury and illness records and statistics as required by all applicable laws, statutes, ordinances, regulations, and codes and such records and statistics will be available for inspection and copying by CenturyLink, to the extent permitted by law, and will be submitted to governmental agencies as required by law.

**1.3 Inspection of Working Environments.**

Supplier will inspect the working environments where its employees, agents, or Subcontractors are or may be present on CenturyLink's premises and will promptly take action to correct conditions under Supplier's direct control which cause or may reasonably be expected to cause these working environments to become an unsafe place of employment. Supplier will immediately notify CenturyLink of any unsafe conditions which Supplier discovers that are not under Supplier's direct control. Copies of inspections reports by Supplier's shall be forwarded to CenturyLink (EMEA) safety team [safety.europe@CenturyLink.com](mailto:safety.europe@CenturyLink.com) with 14 working days of inspection.

**1.4 Dangerous Situations, Remedial Action.**

When the possibility of injury to persons or damage to property is anticipated, Supplier will take immediate remedial action, including the stoppage of Services where necessary, to prevent such injury or damage. Should Supplier encounter any unexpected hazardous, toxic, or other condition in furtherance of the Services, Supplier will immediately cease such activity and will notify CenturyLink, and will thereafter coordinate with CenturyLink in efforts to remedy such condition.

Supplier will take particular care to avoid coming into contact with, any water, sewer, steam, gas, fuel, or other pipe lines, mains or service pipes, electrical, communications, other energy transmission conduits, cables, wires, or service connections, other private, utility, or governmental facilities, and any hazardous, toxic, or dangerous condition or thing, whether they are located upon, below, or above the ground surface. Supplier shall properly locate all underground utilities prior to any ground disturbance work by using the appropriate in country 'Utilities safe dig' service. In addition, prior to any ground disturbance work, Supplier shall coordinate with the designated CenturyLink representatives(s) to ensure all onsite underground facilities are located including utilities and fuel storage tanks and fuel lines.

**1.5 Hazardous Substances**

When performing or otherwise acting under this Agreement, Supplier will comply with all applicable European and Country, statutes and regulations, and regulatory agency orders governing Hazardous Substances.

**(a) Definition of Hazardous Substance.**

"Hazardous Substance" means a solid, liquid or gas, that may cause harm to health or damage the environment. Such substance being subject to the European Chemicals (Hazard Information and Packaging for Supply) Regulations and or having a

designated European Waste Code.

**(b) Safety Data Sheets (SDS), Control of Substances Hazardous to Health (Coshh)**

Supplier will provide CenturyLink with copies of all Safety Data Sheets for chemicals and Coshh assessments for materials and substances used at CenturyLink facilities and/or projects.

**(c) Notification Obligations.**

**(i) Reporting.**

If hazardous materials of a type of which an employer is required by law to notify its employees are being used on the site by Supplier, a Subcontractor or anyone directly or indirectly employed by them, Supplier will, prior to use by any employees on the site to such material, give both immediate oral notice and follow up written notice of the chemical composition thereof to CenturyLink in sufficient detail and time to permit compliance with such laws by CenturyLink, and other Suppliers on the site, and to the extent Safety Data Sheets exist, they will also be provided.

**(ii) Notice on Asbestos, Lead, and PCBs.**

Based on past surveys in CenturyLink facilities, or similar facilities, asbestos containing materials, lead and polychlorinated biphenyl (“PCB”) have been found in some CenturyLink facilities and equipment. The Supplier shall prior to the commencement of any activity that has the potential to disturb such materials obtain advise from the CenturyLink EMEA Safety Team ‘Designated Person’ In the event Supplier encounters on the site material reasonably believed to be asbestos, lead, or PCB, or other potentially dangerous substance, which has not been rendered harmless, or may be impacted based on the scope of work, Supplier will immediately stop work in the area affected and report the condition to CenturyLink in writing. Services in the affected area will resume in the absence of such substances, or when it has been rendered harmless. In case of dispute, the applicable country enforcement agencies with jurisdiction over the matter will have the right to determine whether Services should resume and will so state in writing. If applicable, work practices should also be followed as specified in the CenturyLink Regional Detailed Arrangement document and Technical Committee of the Asbestos Removal Contractors Association (ARCA) for removal and cleaning of the facility. Supplier will ensure that only authorized contractors undertake such activities.

**1.6 Motor Fleet Safety Regulations.**

Supplier will comply with applicable provisions of European and Country Regulations, Directives and statutes, in transportation of materials including, but not limited to regulations which apply to securing of equipment for transport, marking and placarding of transport vehicles and regulations governing driver qualifications. If applicable, Supplier will comply with the requirements of the drug testing, education and training program imposed upon operators of commercial vehicles by jurisdictional agencies.

**(a) Road and Street works.**

Supplier will be responsible for, at Supplier’s expense, the provision of all necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the Services. Supplier will be responsible for, at Supplier’s

expense, determination of necessity, and provision of, security to protect materials,

Services in progress, or finished Services. Supplier shall meet the temporary traffic control (TTC) standards outlined in the currently adopted in Country laws and regulations, (example United Kingdom The **New Roads and Street Works Act 1991 (NRSWA)**) and/or the local standard including provisions for pedestrian safety.

### **1.7 Notification of Non-Compliance and Indemnification.**

Supplier will immediately remedy any noncompliance and indemnify and hold CenturyLink harmless from any claims, liabilities and damages, including but not limited to legal fees, costs of defense, clean-up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by CenturyLink by reason of Supplier's failure to comply with this Exhibit.

Supplier will be solely responsible for any violation of any applicable safety requirement and or standard by it or its Subcontractors, will immediately remedy any conditions giving rise to such violations, and will defend and hold CenturyLink harmless from any penalty, fine, or liability in connection therewith. Supplier will immediately notify CenturyLink of any contact with any relevant enforcement agency representative.

### **1.8 Subcontractor Requirements.**

Supplier agrees that if any of the Services to be performed under this Agreement is subcontracted, the requirements of this Exhibit will be incorporated into a written agreement executed between Supplier and the Subcontractor.