

SCHEDULE 3

KENNECOTT UTAH COPPER LLC SITE RULES

For purposes of these Site Rules: (a) the term “**Rio Tinto Company**” or “**Rio Tinto**” means Kennecott Utah Copper LLC; (b) the term “**Supplier**” means the supplier, service provider or contractor that is supplying Goods/Services to the Rio Tinto Company; (c) the term “**Contract**” means either an executed agreement relating to the Goods/Services to be supplied by Supplier to the Rio Tinto Company, or, in any other case, the Rio Tinto Global Purchase Order Conditions for Goods and Services that can be found at: <https://www.riotinto.com/footer/suppliers> ; and (d) except as otherwise defined herein, all capitalized terms have the same meanings as defined in the Contract.

Supplier agrees to the following Site Rules with respect to Goods/Services supplied by Supplier to the Rio Tinto Company:

PART 1 – Provisions Applicable to All Suppliers

- 1.1 Supplier shall comply with and ensure that its Personnel comply with the Rio Tinto Company’s written HSE policies and standards in force from time to time, as provided in writing to Supplier.
- 1.2 As a precondition to providing Goods/Services to the Rio Tinto Company, and as periodically requested by the Rio Tinto Company (but no less frequently than annually), Supplier shall provide safety and insurance information to the Rio Tinto Company and/or its designee Avetta, LLC, to verify that Supplier is compliant with the safety and insurance requirements of the Contract. All costs associated with the provision and verification of this information, including any amounts charged by Avetta, LLC, will be borne by Supplier.
- 1.3 With respect to each of Supplier’s subcontractors appointed or engaged pursuant to the Contract (including, without limitation, a carrier engaged to transport Goods to the Delivery Point), Supplier agrees:
 - 1.3.1 Supplier shall remain fully responsible and liable for performance of any Services by the subcontractor;
 - 1.3.2 Supplier guarantees fulfillment by the subcontractor of the applicable obligations imposed on Supplier by the Contract;
 - 1.3.3 Supplier shall indemnify the Rio Tinto Company for all damages and/or costs of any kind incurred by the Rio Tinto Company and caused by the subcontractor’s failure to fulfill the applicable obligations imposed on Supplier by the Contract; and
 - 1.3.4 Supplier agrees to make all payments to the subcontractor for Services performed for which the subcontractor was appointed or engaged.
- 1.4 With respect to all Goods deliveries by Supplier or a subcontractor engaged by Supplier (including, without limitation, a carrier engaged to transport Goods to the Delivery Point), Supplier agrees:
 - 1.4.1 Supplier shall assure that all deliveries are loaded, delivered and unloaded in compliance with all applicable laws (including, without limitation, United States Department of Transportation (“**DOT**”) rules and regulations and any other applicable transportation rules and regulations in the relevant jurisdictions), and any Rio Tinto Company requirements as communicated in writing by the Rio Tinto Company to Supplier;
 - 1.4.2 Supplier shall ensure that loads are inspected upon completion of loading to confirm the load is stable and to assure compliance with the foregoing applicable laws and requirements;

- 1.4.3 Prior to or upon obtaining access to the Rio Tinto Company's Site, all Personnel of Supplier and its subcontractors shall attend all appropriate and relevant orientation meetings and Site-specific safety training required by the Rio Tinto Company;
- 1.4.4 Once on the Rio Tinto Company's Site, all deliveries shall be performed in compliance with DOT, MSHA, OSHA and other applicable laws and any Rio Tinto Company requirements and instructions as communicated by the Rio Tinto Company to Supplier;
- 1.4.5 The Rio Tinto Company has the right, prior to or upon delivery, to inspect all loads to determine whether the load complies with the requirements of this paragraph 1.4;
- 1.4.6 Without limiting any other right or remedy available to the Rio Tinto Company under the Contract or otherwise, the Rio Tinto Company may, at its discretion:
 - (a) refuse to accept and take delivery of any load which does not conform to the requirements of this paragraph 1.4; and/or
 - (b) take or engage a third party to take all actions reasonably determined to be necessary to ensure that the load complies with the requirements of this paragraph 1.4, all costs of which, whether performed by the Rio Tinto Company or a third party engaged by the Rio Tinto Company, will be borne by Supplier.
- 1.5 In addition to the indemnities found elsewhere in the Contract, if and to the extent a claim is brought against the Rio Tinto Company that relates to or arises out of the illness, injury, death or property damage of an employee of Supplier or its subcontractors (including, without limitation, a carrier engaged by Supplier to transport Goods to the Delivery Point) that is suffered or incurred while at, or in transit to or from, the Rio Tinto Company's Site and such claim is not barred by the workers' compensation provisions of applicable laws, Supplier will indemnify and hold harmless the Company from and against such claim and all liabilities relating thereto (including negligence of any nature allocated or attributed to the Rio Tinto Company under applicable laws).

PART 2 – Provisions Applicable to Suppliers on the Rio Tinto Company Site

To the extent that Personnel of Supplier or any of its subcontractors are required to be on, or near the vicinity of, the Rio Tinto Company's Site for the Contract¹, Supplier shall comply with the following:

- 2.1 Throughout the Term of the Contract, all of Supplier's Personnel working on the Rio Tinto Company Site are required to have a current MSHA training in accordance with 30 CFR Part 48 (B), Company Hazard Training, Site-specific training by the Rio Tinto Company and comply with all Rio Tinto Company safety and facility standards. Supplier shall provide documentation to verify compliance with this training as requested by the Rio Tinto Company.
- 2.2 Throughout the Term of the Contract, Supplier is required to comply with health and safety regulations as they relate to exposure to heavy metals; lead, arsenic, and cadmium. Where Suppliers are working in OSHA regulated areas (designated areas in the Smelter and Refinery) there must be a provision for medical surveillance and a written Compliance Plan (See OSHA Standards CFR 1910.1018 and 1910.1025). The Plan must:
 - 2.2.1 Establish a written program that includes engineering controls to reduce exposures;
 - 2.2.2 Contain monitoring data; and

¹ For the avoidance of doubt, this Part 2 applies only if Personnel of Supplier or any of its subcontractors are required to be on, or near the vicinity of, the Rio Tinto Company's Site for the Contract; otherwise Part 2 has no application.

- 2.2.3 Be updated at least every 6 months.
- 2.3 Supplier shall submit inspection reports, and safety training and orientation documentation to the Rio Tinto Company's designated representative for tracking and reporting as required/requested.
- 2.4 Supplier will submit "Daily Supplier Field Report", "Daily Supplier Force and Equipment Report", "Daily Supplier Cost and Production Report", "Material Rental Authorization" and all other reports as required to the Rio Tinto Company Representative for tracking and reporting via the MCI TRACK System ("**TRACK**") as required in the Rio Tinto Company's Supplier Management System procedure. These reports are required for all Services, if any are performed on a "Time and Material" basis and conducted on the Rio Tinto Company Site.
- 2.5 Supplier must complete a "Contractor Control Sheet" verifying that, within the last 12 months, the Supplier has performed all required medical examinations, and substance abuse tests and that these documents will be on-Site for verification. Supplier will also certify that each Supplier Personnel listed on the sheet has, where required, received a respirator fit test, and all other MSHA / OSHA training, as appropriate. Documentation of this training must be available for verification. The completed Contractor Control Sheet will be required before the Supplier Personnel receive a Rio Tinto Company gate pass. The control sheet must be submitted to the person scheduling Rio Tinto Company Contractor Orientation (See SOP CMSSOP10018 Contractor Orientation Training). The information will be used to create a personnel record ID # for the Supplier Personnel and subsequently store pertinent safety training records for that Supplier Personnel.
- 2.6 The Rio Tinto Company may prepare and provide Supplier a Safety, Health, and Environmental Analysis ("**SHEA**"), in order to enable Supplier to better address the potential safety, health, and environmental concerns associated with the Services and ensure that there is adequate preplanning.
- 2.7 When a SHEA is provided to Supplier by the Rio Tinto Company, Supplier must prepare a Site-specific Safety, Health, and Environmental Action Plan ("**SHEAP**").
- 2.8 Representatives of the Rio Tinto Company's Safety and Environmental department must approve the SHEAP before Services will be allowed to proceed. If scope changes are made for all or part of the Services, no associated Services will proceed until all appropriate changes or amendments are made to the plan and the revised plan is approved and communicated to all affected parties. For emergency jobs or short duration jobs with a low degree of hazard, the Rio Tinto Company, in its discretion, may permit completion of a SHEA to serve as the SHEAP.
- 2.9 Supplier shall not, without the prior written approval of the Rio Tinto Company's designated representative, remove refuse from the Rio Tinto Company Site.
- 2.10 Supplier and the Rio Tinto Company will have scheduled periodic meetings to review Services, conduct Site audits and resolve issues. Supplier and the Rio Tinto Company will provide management representatives for these meetings.
- 2.11 Supplier's Personnel shall be drug tested prior to starting Services on the Rio Tinto Company Site, and annually tested during the Term of the Contract. The Rio Tinto Company expects random drug testing of Supplier's Personnel working on the Rio Tinto Company's Site. This testing is above and beyond the post-accident or post incident testing required in the Kennecott Safety and Facility Standards Manual. The costs associated with drug testing are the responsibility of Supplier.
- 2.12 In compliance with applicable laws, Supplier for itself, and on behalf of its subcontractors at all tiers, shall conduct a urine substance abuse screening test ("**Screening Test**") utilizing a National Institute of Drug Abuse ("**NIDA**") approved laboratory and NIDA approved methodology (immunoassay screens with gas chromatographic mass

spectrometry confirmatory testing) for each Personnel of Supplier and its subcontractors within 12 months prior to the Commencement Date, and Supplier and its subcontractors will not hire, employ, or utilize for the Services any individual who tests positive under a Screening Test or who unreasonably refuses to undergo a Screening Test. Screening Tests shall conform to the Rio Tinto Company's standards of detection as set out below.

2.12.1 In the event Supplier and its subcontractors have an existing substance abuse program with detection limits lower or equivalent to those set out below, then such limits shall be acceptable to the Rio Tinto Company.

Substance	Initial Test Levels (ng/ml)	Confirmatory Test Levels (ng/ml)
Marijuana Metabolites	50	15
Cocaine Metabolites	300	150
Opiate Metabolites	300	300
Phencyclidine	25	25
Amphetamines	1,000	500
Barbiturate Metabolites	300	300
Benzodiazepine Metabolites	300	300
Propoxyphene	300	Qualitative
Methadone	300	Qualitative

2.12.2 The standards of detection listed above shall be subject to change by the Rio Tinto Company, as technical advancement or other considerations warrant, upon reasonable written notice to Supplier who shall promptly inform its subcontractors of such changes. Blood alcohol testing is not required as part of the Screening Test; however, no Personnel of Supplier and its subcontractors shall perform any Services anywhere on the Rio Tinto Company's Site if the individual has, or has to Supplier's knowledge or to its subcontractors' knowledge, been identified to have had a positive, "under the influence," blood alcohol test or a positive Screening Test or comparable test at any time within a period of 12 months immediately prior to the Commencement Date. In this respect, a blood value equal to or greater than 0.04% is defined as "under the influence," and is considered to be a positive blood alcohol test.

2.12.3 Before allowing any person to commence any part of the Services, Supplier and its subcontractors will supply in a timely fashion to the Rio Tinto Company, a list of the names of each Personnel whose Screening Test has proven negative, together with the date such test was administered. Such list shall be prepared on the Supplier or its subcontractor's letterhead paper, as the case may be, and the details thereon shall be verified and attested to by the signature of a duly authorized officer of Supplier or subcontractor.

2.12.4 SUPPLIER AND ITS SUBCONTRACTORS WILL NOT SUPPLY TO THE RIO TINTO COMPANY, A LIST OF THE NAMES OF INDIVIDUALS WHOSE SUBSTANCE ABUSE SCREENING TESTING OR BLOOD ALCOHOL TESTING HAS PROVEN POSITIVE, NOR WILL THEY, IN ANY WAY, COMMUNICATE OR ATTEMPT TO COMMUNICATE ANY DETAIL REGARDING SUCH INDIVIDUAL TO THE RIO TINTO COMPANY.

- 2.12.5 Supplier shall ensure, by exercising all reasonable means, that its Personnel and those of its subcontractors are neither under the influence of, nor do they use, possess, consume, transfer, manufacturer, or sell or attempt to sell any form of alcohol, intoxicant, narcotic, depressant, stimulant, hallucinogen, or illegal drug or mind- or perception-altering substance except the taking of those prescribed drugs under the direction of a licensed, qualified physician while engaged in the Services or while on the Rio Tinto Company's Site, or while engaged in activities envisaged under the Contract. In the event that prescription or over-the-counter medication could have an effect upon an individual's ability to perform services on the Rio Tinto Company's Site, Supplier shall satisfy the Rio Tinto Company that it has taken appropriate and adequate measures, in accordance with all applicable laws, to assure that such medication will not impair the individual's performance or create a risk to the individual or to others engaged in the Services or present on the Rio Tinto Company's Site, or create a risk of damage to or impairment of property or the environment.
- 2.13 Supplier agrees to maintain emergency contact information for each Personnel working on the Rio Tinto Company's Site.
- 2.14 All of Supplier's Personnel must be able to read and speak the English language sufficiently to allow them to understand and comply with all Rio Tinto Company oral and written safety requirements to the extent necessary for the safe performance of their work on the Rio Tinto Company Site. Such safety requirements are given or communicated in English and include the following:
 - 2.14.1 Rio Tinto Company administered safety instruction and tests;
 - 2.14.2 Job-related hazard and traffic direction instruction and signs; and
 - 2.14.3 Job-related product safety warning instructions and labels.
- 2.15 Supplier must assure the Rio Tinto Company that:
 - 2.15.1 It is in compliance with all regulatory training requirements for each Personnel by verifying that: (a) the Personnel is competent to understand the training instructions in English; or (b) where the Personnel's level of competence in understanding English cannot be demonstrated, the training has nonetheless been understood by the Personnel because the training was given, with the approval of the regulatory agency, in a language which can be understood by the Personnel; and
 - 2.15.2 While working on the Rio Tinto Company Site each Personnel can in English: (a) understand instructions or warnings by supervisors or co-workers; (b) bring to the attention of supervisors or co-workers unsafe conditions or actions; and (c) give adequate verbal warnings to supervisors or co-workers of unsafe conditions or actions.
- 2.16 Supplier is responsible for running a safe job-site and for compliance with all provisions of the standards. The Supplier is responsible for:
 - 2.16.1 In addition to preparing a SHEAP addressing all issues identified in the SHEA (as noted above), requiring each Personnel to prepare a Personal Health and Safety Plan;
 - 2.16.2 Completing a Contractor Control Sheet for all Personnel that will be performing Services on the Rio Tinto Company Site;
 - 2.16.3 Conducting job specific training prior to beginning Services that will include a review of the SHEAP and pre-job checklist. Verification that the training has been completed must be provided to the Rio Tinto Company's designated representative;

- 2.16.4 Reporting immediately all accidents / injuries to the appropriate plant Communications / Control Center and to the Rio Tinto Company Field Supervisor, completing an accident investigation report and submitting a copy by the end of the shift;
 - 2.16.5 Providing verification of a drug policy (including the requirements noted above);
 - 2.16.6 Confirming that all tools and equipment to be used are in a safe condition;
 - 2.16.7 Providing to the Rio Tinto Company's designated representative the following documentation on a weekly basis: (a) accident and injury investigation reports summaries and follow-ups; (b) general inspection reports; (c) outside agency inspection reports; and (d) records of safety meetings;
 - 2.16.8 Fully implementing the requirements of the Rio Tinto Company's "Permit to Work System" and ensuring that all Personnel receive and understand the Permit to Work system training;
 - 2.16.9 Ensuring permit precautions are maintained throughout the Services activity so that the Personnel understands that if circumstances change, work must be stopped and advice sought;
 - 2.16.10 Ensuring that the Services work group stays within limitations set on the permit (e.g. physical boundaries, type of Services, and duration of permit); and
 - 2.16.11 On completion or suspension of Services, ensuring the Site is left in a safe condition and that the Rio Tinto Company's representative designated as a "Qualified Person" is informed.
- 2.17 Supplier is responsible for maintaining all required regulatory records including hazard training, Site-specific orientation, emergency procedure drills, all required medical examinations, substance abuse tests, respirator fit test, and all other MSHA / OSHA training, as appropriate.
- 2.18 The Rio Tinto Company reserves the right to include or exclude any equipment for the Services or add/delete Services as needed. Like rates will be applicable for the Services required to comply with these Site Rules and invoice changes shall reflect any such additions or deletions.