

VACCINATION CERTIFICATION

I (the "Contractor"), have read and understood **Schedule 2 ATCO's Workplace Vaccination COVID-19 Standard** and agree, warrant, and certify that:

- 1) All Contractor Personnel who attend or will attend an ATCO Workplace shall: (a) (for an ATCO Workplace in Western Australia) **as of 31 December, 2021** have received one dose; and (b) (for all ATCO Workplaces) **as of 31 January, 2022** be fully vaccinated against COVID-19 with an Australian Government Department of Health-approved COVID-19 vaccine(s).
- 2) All such Personnel have been notified of the vaccination requirements of ATCO's *Workplace Vaccination COVID-19 Standard* and that the Contractor hereby certifies their compliance with this requirement.
- 3) Proof of a negative COVID-19 test will not be accepted by ATCO as a replacement for or in lieu of an Australian Government Department of Health-approved COVID-19 vaccine(s).
- 4) This Vaccination Certification shall be incorporated by reference to the Contractor's agreements and contracts with ATCO, without amendment but for the express obligations as stated in this Vaccination Certification.
- 5) This Vaccination Certification is subject to verification at all times. ATCO shall have the right to prohibit the access of any unvaccinated Personnel to any and all ATCO Workplaces or terminate any agreement as a result of non-compliance with ATCO's *Workplace Vaccination COVID-19 Standard* as it relates to Contractor.
- 6) All information provided by ATCO to the Contractor with respect to this Vaccination Certification shall be kept confidential by the Contractor and the Contractor shall not have any right to disclose same without the prior written consent of ATCO except where such information is, at the time of disclosure (without the default of the Contractor) in the public domain or where disclosure is compelled by any applicable law.

Term of Certification

I further certify that the information provided in this Vaccination Certification is true as of the date indicated below and will continue to be true while the Contractor provides services at any ATCO Workplace under any agreement or contract until such time as:

- (i) ATCO indicates the vaccination requirements as set out in the attached Schedule 2 *ATCO's Workplace Vaccination COVID-19 Standard* are no longer in effect; or
- (ii) the expiry of the last agreement or contract entered into between the Contractor and ATCO on or before 31 December, 2022, whichever is sooner.

SCHEDULE 1 DEFINITIONS

The following capitalized terms and expressions used in this Vaccination Certification have the meanings set out below:

"**ATCO**" means ATCO and its related bodies corporate, as defined under S.9 of the *Corporations Act (2001)* (Cw), and their respective representatives, directors, officers, employees, consultants, and agents, and includes the following entity:

“ATCO Workplace (or Worksite)” means any ATCO owned, leased, licensed, controlled, or operated facilities and associated lands, including without limitation fixed assets, worksites, office buildings, depots, warehouses, and construction sites, and including ATCO customer owned, leased, or controlled facilities and associated lands for which the Contractor may attend on behalf of ATCO.

"Contractor(s)" includes, vendors, suppliers, manufacturers, distributors, service providers, consultants, and means any individual, partnership, limited partnership, firm, trust, body corporate, or unincorporated body of persons and all successors and permitted assigns that perform or will perform work or services for ATCO and, in each case includes such Contractor's subcontractors of every tier and their successors and permitted assigns, under an agreement, including a purchase order, defined scope of work, schedule, and payment but excluding employment contracts.

“Personnel” means employees, officers, directors, consultants, agents, representatives, servants, or invitees including any subcontractor, temporary or labour hire personnel.