

Annex No.:

Contract No.:

MUTUAL RELATIONS, OBLIGATIONS AND RESPONSIBILITIES IN THE FIELD OF OCCUPATIONAL SAFETY,

health protection, fire protection and environmental protection

1. DEFINITIONS AND ABBREVIATIONS

- **Spolek – Spolek pro chemickou a hutní výrobu, akciová společnost**, with registered office in Ústí nad Labem, Revoluční 1930/86, Postal Code 40032, ID No: 000 11 789.
- **Spolek's Premises or Premises** – the industrial premises of Spolek located at Revoluční 1930/86, Ústí nad Labem-centrum, 400 01 Ústí nad Labem.
- **Company (Companies)** – a common designation for companies operating in Spolek's premises that form a concern (within the meaning of Section 79 of Act No. 90/2012 Coll., on Business Corporations) with Spolek as the managing entity. Within the framework of certain activities related to Spolek's Premises, a particular Company may be represented by authorised representatives of Spolek.
- **Partner** – a specific legal entity and, where relevant, a natural person outside the Company who enters into a contractual or other relationship with Spolek or any of the Companies (whether as a supplier, customer, tenant or in any other capacity (or a combination of such capacities)) and in the course of such activity enters Spolek's Premises for the purpose of carrying out any activities or uses areas within the Premises.
- **OTZ** – an employee of Spolek or the Company authorized to conduct negotiations on a contract concluded between Spolek or the Company on the one hand and the Partner on the other hand in technical matters.
- **OBP** – an authorised employee of Spolek or the Company responsible for occupational health and safety in relation to workers outside the Company (the Head of Operations or Head of Department in charge of the facility or premises in question, or an employee authorised in writing by him/her within the scope of his/her authority).
- **OKO** – an employee of a professional department of Spolek authorized to inspect employees and workplaces on the Premises, including employees and workplaces of the Partner, their contractual partners (e.g., subcontractors) and their employees.
- **OŽP** – environmental protection.
- **OSH** – occupational health and safety.
- **PS** – Spolek's corporate directive (the basic corporate guidelines in force at Spolek's Premises are usually drawn up by Spolek and all the Companies have adopted them as

their own internal regulations for activities within Spolek's Premises). Where a reference is made in this document to Spolek's directive, it is to the current version of that directive or to the current version of the directive that replaced the directive referred to in this document.

- **ZTZ** – an employee of the Partner authorized to act on behalf of the Partner.
- **ZRD** – the Partner's manager who directs the activities of the Partner's employees or contractors (subcontractors).
- **ZPV** – an employee of the Partner authorized to require the issuance of a "Permit to Work" form (hereinafter referred to as the "**Permit**"), who is:
 - an employee of a Partner who has a confirmed authorization on page 2 of the "Training of Outside Firm and Maintenance Personnel" card (PS No. 9024, Form 9024-F2)
 - or
 - an employee of a Partner who has a written authorization issued by his/her employer (the Partner). The authorisation issued in this way must bear the company stamp and include the function, name and signature of the authorising and authorised person (chap. 3.7.2.2., PS No. 9024 Health and Safety).

2. BINDING REGULATIONS

2.1 Legislation in force

- 2.1.1 During their stay on Spolek's Premises and when carrying out activities at the Company's or the Partner's workplaces, the Partner, its employees, and all third parties who move or carry out activities on the Premises with the Partner's consent, are obliged to comply with all requirements arising from the legal regulations of the Czech Republic and the EU, as amended.
- 2.1.2 Spolek draws particular attention to the need to comply with:
 - 262/2006 Coll., Labour Code, as amended (hereinafter referred to as the "**Labour Code**"),
 - 309/2006 Coll., which regulates additional requirements for occupational safety and health in employment relationships and for ensuring safety and health in activities or services outside employment relationships (Act on Ensuring Additional Conditions of Occupational Safety and Health), as amended (hereinafter referred to as the "**OSH Act**"),
 - government decree No. 362/2005 Coll., on more detailed requirements for safety and health protection at work in workplaces with a risk of falling from heights or to depth, as amended,
 - government decree No. 406/2004 Coll., on more detailed requirements for ensuring health and safety at work in explosive atmospheres, as amended,

- government decree No. 591/2006 Coll., on detailed minimum requirements for occupational health and safety at construction sites, as amended,
- decree No. 48/1982 Coll. of the Czech Office of Occupational Safety, which lays down the basic requirements for ensuring the safety of work and technical equipment, as amended,
- government decree No. 378/2001 Coll., laying down more detailed requirements for the safe operation and use of machinery, technical equipment, devices and tools, as amended,
- government decree No. 101/2005 Coll., on more detailed requirements for the workplace and the working environment, as amended,
- decree of the Ministry of the Interior No. 87/2000 Coll., laying down fire safety conditions for welding and heating of bitumen in fusible vessels, as amended,
- act No. 350/2011 Coll., on chemicals and chemical mixtures and on amendments to certain acts (the Chemicals Act), as amended,
- act No. 133/1985 Coll., on fire protection, as amended,
- act No. 224/2015 Coll., on the prevention of major accidents caused by selected hazardous chemical substances or chemical mixtures and on the amendment of Act No. 634/2004 Coll., on administrative fees, as amended (Act on the Prevention of Major Accidents), as amended (hereinafter referred to as the "**Act on the Prevention of Major Accidents**"),
- act No. 541/2020 Coll., on waste,
- act No. 542/2020 Coll., on end-of-life products,
- act No. 254/2001 Coll., on Water and on Amendments to Certain Acts (Water Act), as amended (hereinafter referred to as the "**Water Act**"),
- act No. 201/2012 Coll., on Air Protection, as amended,
- act No. 111/1994 Coll., on Road Transport, as amended,
- and other legislative regulations relating to occupational safety and health, fire protection, environmental protection, prevention of serious accidents and handling of chemical substances and mixtures, including **legal regulations that will come into force after the handover of this document or signature of the contractual document to which this document is an annex.**

2.2 Internal regulations of Spolek

When entering, during their stay on Spolek's Premises, and when carrying out activities at Spolek's or Company's workplaces, the Partner and all those who participate in the activities with the Partner's consent, are obliged to comply with all internal regulations of Spolek or the Company's supplementary regulations in the field of occupational safety and health, fire protection, prevention of serious accidents, protection of persons and property, transport, and environmental protection, which are relevant to their activities on the Premises. Partner is obliged to become acquainted with those such regulations on Spolek's website <https://zakaznik.spolchemie.cz/menu/prihlaseni.aspx>. Spolek organizes various initial briefings both at the level of the entire Premises and at the level of specific departments of Spolek or the Company in order to familiarize the Partner (and mainly its workers) with the relevant internal regulations.

Furthermore, the Partner is obliged to comply with the operational and other regulations relating to the places of the Partner's activities, the subject of the lease or the facilities owned by Spolek or the Company.

The Partner, its employees and any other persons involved in its activities are not allowed to enter the Premises for the purpose of carrying out any activities without being familiar with these internal regulations.

By entering the Premises, the Partner confirms that he/she has familiarized himself/herself with all internal regulations that apply to his/her activities and the premises of Spolek.

2.2.1 Spolek draws particular attention to the need to comply with:

- PS 470 Traffic Operating Rules,
- PS 472 Siding transport Regulations,
- PS 650 Protection of persons and property,
- PS 651 Identification and assessment of OSH risks and opportunities for foreign workers in ARSPOL,
- PS 4704 Handling carts,
- PS 751 Rules for energy consumption,
- PS 671 Water quality emergency plan,
- PS 1205 Familiarizing external companies with internal regulations,
- PS 9022 Environmental protection,
- PS 9023 Emergency preparedness and response,
- PS 9024 Health and safety,
- PS 9025 Fire protection.

The company directives, including updates and new editions, are available at <https://zakaznik.spolchemie.cz/menu/prihlaseni.aspx>.

3. FAMILIARIZATION WITH THE REGULATIONS of Spolek and the Company

The Partner is responsible for the demonstrable familiarisation (training) of the Partner's employees with the binding regulations according to Article 2 of this document. For the purposes of this document, the Partner's employees shall include other persons who will, with the Partner's consent or on the Partner's order, participate in the Partner's activities on Spolek's Premises.

Anyone entering Spolek's Premises must be familiar with the basic rules of safe conduct. In the case of a stay of less than 15 calendar days during the calendar year, familiarisation with the basic regulations and measures will be carried out as part of the initial briefing, ending with a certificate of familiarisation signed by the trainee (hereinafter referred to as the "**Entry Briefing**").

If a stay of more than 15 calendar days per year is expected, each staff member must undergo a general introductory briefing and training with a final test (hereinafter referred to as "**General Introductory Briefing**").

3.1 Request for an Entry Briefing or General Introductory Briefing

In the event that workers/employees of the Partner who have not yet undergone the General Introductory Briefing (according to the following paragraphs of this article) will be working (performing work) on the Premises for an expected period of more than 15 calendar days per year, the ZTZ is obliged to submit a written request to the OTZ for the provision of the General Introductory Briefing at least 5 working days before the commencement of activities on the Premises (chap. 3.2.3. PS No. 9024 Health and Safety).

The request must include:

- The Partner's identification;
- A list of all employees/staff of the Partner and employees of their subcontractors that will be present at the Premises;
- The expected risks arising from the Partner's activities (handling fire, handling hazardous chemical substances, machinery, etc.). This document will become an annex to the Record of Handover and Acceptance of the Building/Construction Site;
- Technical procedures for the performed work or carried out activities. This document will become an annex to the Record of Handover and Acceptance of the Building/Construction Site;
- A photocopy of the authorization to perform the given activities (e.g., trade licenses, etc.; in case of performing work on the equipment of Spolek or Companies then this includes welding certificates, certificates or authorizations required to perform work on reserved technical equipment etc.). These documents, which Spolek reserves the right to check (possibly via a specific Company), will become an annex to the Record of Handover and Acceptance of the Building/Construction Site;
- Expected period of activity on the workplace.

3.2 Entry Briefing

- 3.2.1 OTZ will ensure for the Partner the procedure according to PS No. 9024 Health and Safety, chap. 3.2.3.1. Entry briefing or General Introductory Briefing to allow entry for the Partner's staff and issue passes to enter Spolek's Premises.
- 3.2.2 The Partner is obliged to have its employees undergo a General Introductory Briefing (for stays longer than 15 days) or an Entry Briefing (for stays shorter than 15 days) prior to commencing activities on Spolek's Premises.

3.3 On-site training

- 3.3.1 In the case of carrying out activities in the Premises and on the facilities of Spolek or the Company, OBP shall provide the necessary familiarisation (beyond the scope of the Entry Briefing or the General Introductory Briefing) of the Partner's employees with the operating regulations, with the local conditions and with the sources and locations of potential hazards related to the activities of the Partner's employees in the premises or on the facilities of Spolek or the Company. The familiarisation will be carried out by an authorised officer of Spolek or one of the Companies in accordance with PS No. 9024 Health and Safety, chap. 3.2.3.2. "Training at SPOLCHEMIE workplaces".
- 3.3.2 The Partner is obliged to have its employees demonstrably acquainted with the operating regulations, local conditions, and sources and locations of potential hazards related to the handed over building/construction site or workplace of Spolek or the Company, on which the Partner's employees will perform activities, always before commencing the execution of the work on the Premises, regardless of the time of the execution of the activity.

3.4 Handing-over of current regulations of Spolek

- 3.4.1 The Partner is obliged to regularly receive updated texts of the Company's corporate regulations related to the Partner's activities on the Company's premises once a month, by the 5th day of the respective month (part B, chapter 3 of PS No. 1205 Familiarization of foreign companies with the internal regulations of SPOLCHEMIE).
The Partner is obliged to download the texts of Spolek's corporate directives from Spolek's website at: <https://zakaznik.spolchemie.cz/menu/prihlaseni.aspx>.
- 3.4.2 Failure to comply with the above obligation shall be deemed a material breach of the contract concluded between Spolek or the Company and the Partner within the meaning of Section 2002 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 3.4.3 The necessary instructions for accessing Spolek's corporate policies will be communicated to the Partner upon request OTZ.
- 3.4.4 By signing the contractual document attached hereto, the Partner confirms that he/she is familiar with the access to the set of corporate directives valid as of the date of signing this document on the website of Spolek or the Company, and at the

same time that he/she has been duly informed by Spolek or the Company about their structure and system of updates.

- 3.4.5 The Partner shall ensure, by its own means and at its own expense, within 30 days of the effective date of the changes to Spolek's corporate directives, training and demonstrable familiarization of its employees with these binding changes to Spolek's regulations. He/she is obliged to keep records of the training for 3 years and to present them to Spolek or the Company at any time upon request. The Partner is also obliged to ensure that its subcontractors are demonstrably familiar with the binding regulations of Spolek and their changes, if they use their services and work in the Premises and in the facilities of Spolek or any of the Companies.

4. MUTUAL INFORMATION

4.1 Familiarity with the risks

- 4.1.1 Spolek or the Company and the Partner are obliged to make each other aware of the risks arising from their activities in Spolek's Premises, which may endanger the other party's employees or other persons when staying, or during anticipated activities in the Premises.
- 4.1.2 If the Partner will be handling chemical substances and mixtures (hereinafter referred to as "**CHLaS**"), the Partner's employees must be trained by a qualified natural person prior to the commencement of such handling.
- 4.1.3 The partner is obliged to inform the OBP about the training on the handling of CHLaS.
- 4.1.4 In accordance with the provisions of Section 101(3) of the Labour Code, the OBP is obliged to inform in writing (e.g. in the form of a "Permit" issued in accordance with Ch. 3.7. 9024 Health and Safety) the Partner's employee who manages the activities of the Partner's employees, about the risks arising from the activities or facilities of Spolek or the Company for the planned activities of the Partner and about other legal and natural persons carrying out parallel activities with the Partner at workplaces on the Company's premises affected by the Partner's activities.
- 4.1.5 In accordance with the provisions of Section 101(3) of the Labour Code, the ZRD is also obliged to inform in writing (e.g., by means of an entry in the "Permit" issued in accordance with chap. 3.7. Permitting of Work PS No. 9024 Health and Safety) of the OBP or OTZ worker(s) prior to commencing activities.
- 4.1.6 The risks associated with the Partner's activities that OBP must be informed about include the handling of CHLaS (especially those with flammable, toxic and highly oxidizing properties) used by the Partner in its activities.
- 4.1.7 The ZRD is obliged to inform the employees for whom it is responsible - i.e., its own employees, employees of its subcontractors and, if applicable, employees of Spolek or the Company who will be involved in the Partner's activities, about the risks arising from the activities of the Partner and Spolek or the Company and about

other legal entities simultaneously carrying out activities at the workplaces of Spolek or the Company and the Partner.

- 4.1.8 In the event that the Partner will place hazardous substances listed in the Act on the Prevention of Major Accidents in the Premises or in any equipment of Spolek or the Company, it is obliged to request the consent of Spolek and to prepare appropriate documentation in accordance with the requirements of the above mentioned Act before commencing such activities. A copy of this approved documentation must be immediately forwarded to Spolek's OSH department via OTZ. By submitting the documentation, the Partner agrees to the incorporation of the data contained in this documentation into Spolek's Security Report and related documentation.
- 4.1.9 In the case of handling of the CHLaS listed in the Water Act, in quantities equal to or higher than those specified in the implementing regulation to this Act, the Partner is obliged to prepare a water quality emergency plan and submit it to the water authority for approval after approval by Spolek's Environment Department. The Partner will then forward a copy of the approved document to Spolek's OŽP (Environment Department) unit via OTZ.

4.2 Subcontractors

The Partner is obliged to notify Spolek or the Companies in writing of other persons who will be involved in activities on the facilities and premises of Spolek or the Companies with his/her consent and on his/her instructions (does not apply to administrative activities).

5. HANDOVER OF THE BUILDING/CONSTRUCTION SITE

The building/construction site shall be handed over by OBP in cooperation with OTZ to the Partner in the form of a "Record of Handover and Acceptance of the Building/Construction Site" drawn up between OTZ, OBP and ZRD (hereinafter referred to as the "**Record of Handover and Acceptance of the Building/Construction Site**").

For the purposes of this document, a building means a separate building, its structurally separated part or a set of buildings, including permanently installed technology and equipment, for which the Partner is responsible for the fulfilment of all obligations associated with the use of the building itself and all equipment and technology located in the building, including, for example, the performance of all statutory audits, until the handover of the building back to Spolek or the Company.

For the purposes of this document, site shall mean the land or building or technological set or a separable part thereof or a set thereof including installed technology and equipment within the Premises handed over to the Partner for the purpose of renting, implementation or reconstruction of the building or technology. The Partner shall bear the risk of damage to the construction site itself, as well as to the items on the construction site, until the handover back to Spolek or the Company. The Partner shall, to the fullest extent possible, exercise the rights and obligations associated with the construction site, with the exception of the right

of alienation, the right of encumbrance and other rights which are contrary to the purpose for which the construction site was temporarily handed over to the Partner.

5.1 Record of Handover and Acceptance of the Building/Construction Site

- 5.1.1 In the Record of Handover and Acceptance of the Building/Construction Site, the OTZ shall indicate the name of the OBP.
- 5.1.2 In the Record of Handover and Acceptance of Building/Construction Site, the OBP shall indicate which permits the Partner must obtain at least before starting work within the framework of the Company's internal legislation or the legislation of the Czech Republic and the EU. The OBP shall also indicate how often the permits must be renewed (in particular, permitting work with open flames and hot objects, permitting work in the facility, below ground level, above ground level, permitting work on the facility, permitting work in areas with explosion hazards, excavation permit). The Record of Handover and Acceptance of Building/Construction Site also includes a list of restrictions (if any) on the use of the building/construction site with respect to related activities on the Premises (restrictions on access/access, location of active utilities and other technologies of Spolekor other users of the Premises in the building/construction site, etc.), and the beginning and end of the period for which the building/construction site is handed over to the Partner.
- 5.1.3 In the event that any of the Partner's or its employees' permits specified in the Record of Handover and Acceptance of Building/Construction Site or in the contract concluded between Spolek or the Company and the Partner expire during the lease of the Facility or during the operation at the site, the Partner is obliged to notify OBP or OTZ immediately and agree on further action.
- 5.1.4 The partner is obliged to include in the Record of Handover and Acceptance of the Building/Construction Site a description of the risks arising from its activities, to attach the relevant technological procedures and the relevant authorisations for the activities carried out. The relevant documents shall be attached with the Partner's request to conduct a General Introductory Briefing in the event of handover of the building/construction site for a period of more than 15 days.

5.2 Permission to work in the Partner's activities at the workplaces of Spolek or the Companies

- 5.2.1 The OBP Authorization Form sets out the specific responsibilities of the Partner's staff.
- 5.2.2 The procedure for issuing and the requirements of the Permit form are set out in chapt. 3.7. Permitting of work, PS No. 9024 Health and safety.
- 5.2.3 The issued Permit form must be received and acknowledged by the ZPV.
- 5.2.4 Upon completion and acceptance of the work, the Permit form must be endorsed by the OBP and the ZPV.

5.2.5 The Permit form is archived in accordance with the relevant legislation in force and binding on Spolek or Companies.

6. COORDINATION OF WORKS

6.1 Cooperation of the Partner and Spolek or the Company in joint activities at one workplace

The contracting parties (the Partner and the Company) are aware of the obligation to cooperate in ensuring occupational safety and health and coordinating work at the joint workplace in accordance with the provisions of Section 101(3) of the Labour Code. The Parties are obliged to ensure that their activities and the work of their employees are organised and carried out in such a way that the employees of all Parties are protected at the same time, and they are obliged to cooperate in ensuring a safe and secure working environment free of health risks for all employees at the workplace.

This provision shall also apply to the provision of occupational safety and health at the workplace through and on behalf of third parties who are or will be active at the workplace for the benefit of the relevant contracting party.

The Partner is responsible for the coordination of the works at the handed over building/construction site or its part, unless otherwise stipulated by the contract between the parties. In the case of an anticipated larger-scale cooperation of employees of several legal entities (e.g., construction or reconstruction of a new facility or technology), where the provisions of Section 14 of Act No. 309/2006 Coll., on ensuring other OSH conditions, impose the obligation to appoint an occupational safety and health coordinator at the construction site, the contracting authority of the construction shall ensure the appointment of the coordinator, while the other contracting party is obliged to provide the necessary cooperation and follow the instructions of the coordinator.

The OBP and the ZRD shall be jointly responsible for compliance with Article 6.1.

6.2 Labelling of the building/construction site and individual workplaces

The party that will carry out the activity from which this obligation arises is responsible for the provision and implementation of the no-entry signs, the placement of safety messages, signs, and colour coding of sources of danger, in accordance with the provisions of Government Regulation No. 375/2017 Coll., on the appearance, location, and design of safety signs and markings and the introduction of signals, unless such signs are already installed on the basis of the previous use of the facility or equipment.

6.3 Movement of vehicles and equipment of the Partner in the premises of Spolek

The Partner is obliged to comply with the PS - 470 Traffic Regulations when moving its own or its hired vehicles and equipment in the Premises. In the event of the necessity to close or reduce the passability of roads in the Premises, the ZRD must inform the dispatching and transport department of Spolek of this need in advance, i.e., at least 48 hours in advance, and only after their written approval to implement activities that will lead to traffic restrictions in the Premises.

6.4 Ensuring protection against fire

The Partner shall provide, at its own expense, the means for fire protection related to its activities. Spolek may provide/secure the services of the Fire Rescue Service of Spolek (hereinafter referred to as the "**Fire Rescue Service**") according to the requirements and needs of the Partner based on the Partner's request; however, Spolek is authorized to also reject such requests for capacity reasons. Services provided in this manner will be charged to the Partner according to the Fire Rescue Service Tariff. The conditions for fire protection in the Premises are laid down in PS 9024 and especially in PS 9025.

7. ENTRY TO THE BUILDING/CONSTRUCTION SITE AND WORKPLACE ON THE PREMISES OF SPOLEK, PROHIBITED ACTIVITIES

7.1 Entering the building/construction site and workplace

- 7.1.1 Spolek or the Company shall allow the employees and contractors of the Partner access to the handed over buildings and construction sites on the basis of a lease agreement, work contract or other agreement concluded between Spolek or the Company and the Partner, and the designated employees of the Partner to their workplaces, if this is necessary for the proper performance of activities under the agreement concluded between Spolek or the Company and the Partner or for the use of the handed over building/construction site.
- 7.1.2 Designated employees of the Partner may only enter and work on the workplaces of Spolek or the Company after demonstrable familiarisation (training) with the local sources of danger and the risks at the workplace, or they must work under the permanent supervision of an authorised employee of the department where the work is carried out (chap. 3.7.2.(u), PS 9024). However, they must always report to the OBP.
- 7.1.3 Employees of the Partner and other natural persons who will be on the premises (workplaces) of Spolek and/or the Company with the knowledge of the Partner shall not, without the knowledge of the responsible employees of Spolek or the Company, enter other workplaces in the Premises than those required for the performance of the subject of the work or other obligations under the contract concluded between Spolek or the Company and the Partner, or for the purpose of using the leased premises or the handed over construction site.

7.2 Prohibited activities on Spolek's Premises

- 7.2.1 The Partner is obliged to ensure that its employees, workers, subcontractors, or other persons involved in the Partner's activities do not engage in activities on the Premises that are not in fulfilment of the Partner's rights and obligations under the contract concluded between Spolek or the Company and the Partner, are not directed towards the fulfilment of such rights and obligations, or are not necessary for the fulfilment of such obligations, and have not been expressly authorised by Spolek or the Company (hereinafter referred to as "**Prohibited Activities**"). Prohibited Activities include, but are not limited to:

- entering the Premises, moving around the Premises under the influence of alcohol, drugs and/or other addictive substances, their use and/or application in the Premises;
- smoking, the use of vaporizers and electronic cigarettes (in places other than those designated for this purpose in accordance with Spolek's corporate directives), the use and handling of open flames (unless related to the performance of the contract, or specified in the Permit form, while respecting all procedures in accordance with Spolek's corporate directives);
- entering or moving around the Premises with animals, or letting them in and allowing them to move freely around the Premises;
- taking photographs, audio and/or visual recordings of Spolek's facilities or other users of the Premises without their consent (issued by OTZ or OBP);
- leaving and/or consuming food and drinks outside the designated areas;
- the use and any handling of machines, devices and equipment of Spolek or other users of the Premises not necessary for the performance of the subject matter of the contract concluded between Spolek or the Company and the Partner
- wilful entry and movement in parts of the premises and/or buildings of the Premises which do not need to be entered for the purposes of performing the subject of the contract concluded between Spolek or Company and the Partner;
- the use and any handling of machinery, devices and equipment in a manner other than that for which it is intended or for a purpose other than that for which it is intended;
- leaving a running machine, equipment or device unattended;
- the performance of any work or activity without the appropriate permit or authorisation;
- communication and other interaction with other persons in the Premises that is not necessary for the performance of the subject matter of the contract concluded between Spolek or Company and the Partner;
- moving around the premises and buildings on the Premises outside the designated paths, entering the premises and buildings outside the designated entrances, staying under suspended loads;
- disobeying an instruction of an employee or other authorised representative of Spolek or any of the Companies relating to or aimed at ensuring or maintaining occupational safety, health, fire protection, prevention of major accidents and environmental protection on the Premises.

7.2.2 Sanctions for the performance of Prohibited Activities are set forth in the Sanction Rules, which are attached to the contractual document this document is an annex of.

8. PARTNER DOCUMENTATION AND REGULATIONS

The Partner is obliged to establish and create conditions to ensure occupational health and safety and to minimize safety, hygiene, fire, accident and environmental impacts of the work (the subject activity) or the use of leased facilities. If the Partner is the contractor of the work on the Premises, the above safety principles as well as the technological or work procedures must be part of the contractor's documentation and must be available at the construction site (workplace) during the execution of the work and must be provided in one copy to the OTZ.

9. ARRANGEMENTS ON CSN

In the field of organizational issues concerning occupational safety which are still contained in valid non-binding CSNs, the parties (the Partner and the Company or Spolek) agree that the relevant provisions of these standards are not binding for them and the issue will be resolved by mutual coordination of the procedures of both parties for ensuring occupational safety and health according to the previous articles.

For the execution of the work, both parties agreed on the binding nature of the CSNs in terms of safety and technical requirements for the subject of the work, even in the case of non-binding standards.

10. WORK INJURIES

In the event of an accident at work suffered by an employee of the Partner which occurs at the workplaces or premises and roads of Spolek or the Company, the Partner shall proceed in accordance with the Labour Code, Government Regulation No. 201/2010 Coll., on the manner of registering accidents, reporting and sending accident records and chap. 6 Fatalities and other occupational injuries PS No. 9023 Emergency Preparedness and Response.

11. INSPECTION OF PARTNER'S WORKPLACES AND STAFF

11.1 Inspections

- 11.1.1 Spolek or the Company (through Spolek's professional departments) is entitled to check compliance with the requirements for occupational safety and health, fire and accident prevention and environmental protection during work and activities carried out at all workplaces on the Premises. The Partner is obliged to cooperate with the professional departments of Spolek during such inspections at the Partner's premises/sites and workplaces and to facilitate such inspections by prior agreement.

- 11.1.2 Upon request, the Partner is obliged to present its safety regulations to OKO, and to allow OKO access to the leased premises, the handed over construction site and its workplaces in the Premises in order to carry out an inspection or a health and safety audit (i.e., to ensure occupational safety and health, fire protection, and accident prevention).
- 11.1.3 The Partner is obliged to immediately inform OTZ of any detected defects in the area of occupational safety, fire protection, and environmental protection by the state administration control bodies related to the Premises, leased premises or activities carried out on the premises or using equipment of the Partner

11.2 Detected defects

- 11.2.1 An OKO or OBP employee is obliged to draw up a record of the OSH inspection (hereinafter referred to as the "**OSH Inspection Report**") or an audit protocol (hereinafter referred to as the "**Audit Protocol**") about any defects found, or may reach an agreement on eliminating the defects immediately on site.
- 11.2.2 If an OSH Inspection Report is drawn up, the responsible employee of the Partner present is entitled to comment on the defect found.
- 11.2.3 A copy of the OSH Inspection Report shall be handed over to the OTZ in one copy by the ZTZ. The Audit Protocol is sent via the OTZ to the ZTZ for approval.
- 11.2.4 The Partner is obliged to immediately remove all defects and deficiencies identified and listed in the OSH Inspection Report and/or Audit Protocol, whereas until the defects and deficiencies are removed, the Partner is not entitled to continue carrying out activities on the Premises. If the Partner fails to remedy the defects and deficiencies without unnecessary delay, such action shall always be deemed a material breach of the contract concluded between Spolek or Company and the Partner within the meaning of Section 2002 of the Civil Code.

12. EQUIPMENT OF THE PARTNER'S EMPLOYEES

- 12.1.1 The Partner is obliged to equip its employees at its own expense with personal protective equipment (hereinafter referred to as "**PPE**") in accordance with the Labour Code and Government Decree No. 390/2021 Coll., on the detailed conditions for the provision of personal protective equipment, washing, cleaning and disinfecting agents, according to professions, activities and risks in the performance of the work. If the work is to be carried out in areas with explosion hazards, the Partner's employees must be equipped with PPE according to chap. 3.4.1.1. PS 9024. Furthermore, the Partner is obliged to equip all persons who enter a construction site or workplace of Spolek or Company on its behalf with PPE appropriate to the risks that arise for these persons from the performance of work or from movement on the workplace of Spolek or Company. The Partner is obliged to familiarize its employees with the use of the assigned PPE (including practical training).

- 12.1.2 The Partner is obliged to ensure, at its own expense, that its employees and contractors who are on the workplaces of Spolek or Company are clearly identifiable and their affiliation to the Partner is clear, e.g., by the Partner's name/logo on the workwear or safety helmet. The Partner's employees are not required to wear work clothes or to indicate their affiliation to the Partner on their clothing when moving around the Premises outside the operating files and facilities, but every employee moving around the Premises is obliged to show his/her ID card to enter the Premises or a tag for a short stay on the Premises when requested by the employees of Spolek tasked with entry checks and the site security at the Premises.

13. ENVIRONMENTAL PROTECTION

- 13.1.1 The partner is obliged to comply with PS No. 9022 - Environmental protection, especially in relation to waste management, water protection and air protection (the document is available according to chapter 3.4. or can be requested from OBP or OTZ).
- 13.1.2 In the event of an accident or an emergency situation related to a spill of chemical substances and/or substances hazardous to water (according to the Water Act), the responsible employee of the Partner is obliged to immediately inform the OBP or directly the Integrated Rescue Dispatching Centre (hereinafter referred to as "IRDC") of this fact so that the necessary measures can be taken in real time to limit the consequences of the accident.
- 13.1.3 If the nature of the activities requires it, the Partner is obliged to take preventive measures to minimize the impact on the environment in the event of an accident (e.g., catch basins, sorption facilities, and adequate means for collecting hazardous waste).
- 13.1.4 The Partner undertakes to manage waste in accordance with the applicable legislation, in particular not to create waste collection sites without the written consent of the Environment Department of Spolek. Waste collection sites must comply with the requirements of Act No. 541/2020 Coll. on Waste, as amended. Containers containing waste must be labelled with the Partner's or their subcontractor's business name and details according to the relevant legislation.
- 13.1.5 The Partner undertakes that if its wastewater discharged into the sewerage system of Spolek differs in composition from sewage water, it will inform Spolek's Environment Department of this fact and will then enter into negotiations on the method of wastewater management without undue delay.
- 13.1.6 It is forbidden to wash vehicles, both cars and trucks, to discharge wastewater (except sewage water) into the sewerage system without prior approval from Spolek's Environment Department (to be mediated by OTZ/OBP), to discharge chemicals and waste such as oil or sludge from cleaning facilities (these materials are treated as waste).

14. MUTUAL RELATIONS IN THE PROVISION OF SERVICES

14.1 Partner's rights and obligations

- 14.1.1 The Partner shall not endanger or otherwise restrict the activities of the workplaces of Spolek, Companies or other users of Spolek's Premises.
- 14.1.2 If the Partner or his/her employees or third parties who are on the Premises with the consent of the Partner or his/her employees cause any damage to Spolek, any of the Companies or third parties, the Partner is obliged to provide full compensation for such damage without undue delay.
- 14.1.3 The Partner undertakes to take out an insurance policy to cover any damage caused by them to the property of Spolek, any of the Companies and third parties in connection with their activities on the Premises and to maintain such insurance throughout the duration of their activities on the Premises. Unless otherwise specified in the contract, the subject of which is the implementation of the Partner's activities, the Partner is obliged to have insurance with an insurance amount of at least ten times the value of the performance specified in the relevant contract.

14.2 Rights and obligations of Spolek and the Companies

- 14.2.1 Spolek or a person authorized by it are entitled to enter the premises (buildings, areas, and workplaces) leased or handed over to the Partner in the Premises after prior notification and in the presence of Partner's representative for the purpose of carrying out land technical activities, inspections of energy facilities, repairs of utilities and facilities belonging to Spolek or the Company which are located in the leased buildings or areas or in their immediate vicinity.
- 14.2.2 Spolek shall provide the Partner with the energy and media (electricity, heat, water, natural gas, compressed air, nitrogen gas) necessary for the proper use of the leased real estate or for the performance of contractual activities by connecting the Partner to Spolek's distribution facilities, under the general conditions set out in PS 751 and the Commercial and Technical Conditions for the Provision of Energy and published on Spolek's website <https://www.spolchemie.cz/cs/pro-smluvni-partnery-a-najemce>. The media and energy required for the Partner's operational activities will be provided under a separate contract through the Energy Department of Spolek for a contractual fee, unless otherwise specified in the contract between Spolek or the Company and the Partner.
- 14.2.3 Spolek or the Company will allow the Partner to connect to the on-site municipal and rainwater collection system under the usual conditions and prices corresponding to the conditions and prices set by the end treatment facility operated by the trading company Severočeské vodovody a kanalizace, a.s., with its registered office in Teplice, Přítkovská 1689, Postal Code 415 50, ID No: 490 99 451. In the case of a request for the discharge of wastewater containing contamination with chemical substances and mixtures, the head of the OŽP department decides on the conditions and possibilities of connection to the on-site wastewater collection and treatment system, and has the right to refuse the connection of industrial wastewater.

- 14.2.4 Spolek or the Company is entitled to limit or interrupt a service(s) according to clauses 14.2.2. and 14.2.3. without prior notice in case of:
- a) the occurrence of an industrial accident, fire or other serious emergency and the risk of their occurrence;
 - b) natural disasters (storm, windstorm, flood, landslide, ice, etc.);
 - c) the occurrence and elimination of a fault in the distribution system of all types of energy and media, where the fault occurred independently of the will of Spolek and prevents it from fulfilling its obligations;
 - d) the implementation of regulatory measures according to the Regulatory Plan, or in the event of non-compliance by the Partner;
 - e) the occurrence of an accident or injury on the distribution equipment and the recovery from its consequences;
 - f) for other important reasons as determined by Spolek.

A restriction or interruption of the service for the above reasons will not be considered a breach of a contractual obligation under the contractual relationship.

- 14.2.5 Spolek or the Company is obliged to notify the Partner in writing at least 10 days in advance of any restriction or interruption of service due to planned reconstruction, maintenance and revision work on its equipment, with the exact date to be confirmed by the Company by telephone at least 2 days before the restriction or interruption of service.

- 14.2.6 In the event of an imminent threat to the lives and health of persons on the Premises, as well as in the event of an industrial or environmental accident, Spolek's IZD and HZSP personnel are entitled to take appropriate action to avert the danger without the Partner's consent, including on the Partner's property, and to subsequently charge the Partner for the costs incurred for such action. If during such intervention Spolek or its employees cause damage to the Partner, Spolek is obliged to compensate only for damages that were not related to the immediate prevention of the above-mentioned emergency conditions or were disproportionate to the impending damages and risks.

15. Integrated Management System (IMS)

The Partner acknowledges that an Integrated Management System (IMS) including environmental protection subsystems (EMS) according to ČSN ISO 14001, health and safety (H&S) according to ČSN ISO 45001, and energy management (EnMS) according to ČSN ISO 50001 is in place in Spolek and to the relevant extent in the Companies, including the defined Environmental Policy, Health and Safety Policy and Energy Policy (Company Directive 9000, or at the following web addresses

<https://www.spolchemie.cz/en/responsible-company/> and
<https://www.spolchemie.cz/en/sustainable-development/>

The Partner will cooperate with Spolek and, where appropriate, the Companies in the application of the principles of these IMS subsystems or in the fulfilment of their objectives.