

## **AGREEMENT**

### **On cooperation of employers in the field of prevention, preparation and execution of measures aimed to secure occupational health and safety, mutual awareness and coordination of activities related to the realization of work at the shared worksite**

Concluded pursuant to section 18 of Act No. 124/2006 Coll. on Occupational Health and Safety and on amendment and supplementation of certain acts, as amended, and pursuant to section 269 (2) of the Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the "Agreement") by and between the Parties:

#### **Client:**

Business name: **Železiarne Podbrezová a.s.**  
Registered office: Kolkáreň 35, 976 81 Podbrezová  
Company ID number: 31 562 141  
Represented by: Ing. Marian Kurčík, Deputy Chairman of the Board of Directors  
Ing. Mária Niklová, member of the Board of Directors  
Registration in the Commercial Register: District Court in Banská Bystrica, section: Sa, insert No. 69/S  
(Hereinafter referred to as the "Client")

And

#### **Contractor 1:**

Business name:  
Registered office:  
Company ID number:  
Represented by:  
Registration in the Commercial Register:  
(Hereinafter referred to as the "Contractor 1")

And

#### **Contractor 2:**

Business name:  
Registered office:  
Company ID number:  
Represented by:  
Registration in the Commercial Register:  
(Hereinafter referred to as the "Contractor 2")

And

#### **Contractor 3:**

Business name:  
Registered office:  
Company ID number:  
Represented by:  
Registration in the Commercial Register:

(Hereinafter referred to as the “Contractor 3”)

Contractor 1, Contractor 2, Contractor 3 hereinafter individually referred to as the “Individual Contractor” and together as the “Contractors”; the individual contractors and the Client hereinafter individually also referred to as the “Party” and together as the “Parties”.

#### Article I

#### **Initial Provisions**

1. The shared worksite shall mean the workplace, where the work, or any part thereof, is carried out by the Client’s employees and employees of Individual Contractors, or employees of the Contractor’s sub-suppliers or by the sub-supplier. The current site layout delineating the Shared Worksite, where the Work is to be carried out, and identifying the concrete Contractors and working group leaders, including their obligations at individual Shared Worksites as of the date of this Agreement shall be attached as the Annex No. 2 hereof and it shall be an inherent part hereof. The Work Supervisor updates the site layout, if necessary, attaches the date of updating and shall be liable for delivering the updated document to all Parties. At the same time, the Parties agree that the updated Site Layout will be accepted without any separate amendment to this Agreement.
2. For the purpose of this Agreement, the Shared worksite shall mean the Client’s premises of Nový závod and/ Starý závod, where the Work “.....” is being carried out based on individual Contracts for Work concluded with Individual Contractors.
3. For the purpose of this Agreement, the Contractor shall mean the contractor in accordance with the Contract for Work, its employees, its sub-supplier’s employees and its sub-supplier, if he is a natural person. The Contractors carry out the works based on individual Contracts for Work concluded with the Client and the contracts concluded with sub-suppliers.
4. The Client’s Safety Coordinator shall ensure cooperation of the Contractors' Safety Coordinators in the field of prevention, preparation and implementation of measures aimed to ensure occupational health and safety (hereinafter referred to as “OHS”). The Safety Coordinator shall be an advisory body of the Working Group Leader in the field of OHS.
5. The Work Supervisor shall be entitled to coordinate, jointly and individually, the Contractors, the Working Group Leaders, the Contractors’ employees and the Client’s employees, so as to ensure continuity of work and cooperation between the individual Contractors (and their employees), the Contractor (and its employees) and/or the Working Groups composed of the Contractors’ employees and/or various Contractors and the Client on the single Work and at the single Shared Worksite. The Work Supervisor is the Client’s manager entrusted with the repair/investment or the designated employee of the Contractor carrying out the largest volume of Work. The Work Supervisor shall conduct daily operational meetings (team meetings) and specify the activities for the following shift or working day.

6. The Working Group Leader supports cooperation in the group among the Client's employees, the Contractors' employees, natural persons who are entrepreneurs but not employee – as contractors carrying out the work at the Shared Worksite. The Working Group Leaders are coordinated by the Work Supervisor. The Working Group Leader shall be obligated to create the conditions fully ensuring the OSH of all employees at the Shared Worksite.
7. The Parties undertake to inform their employees and their subcontractors' employees that they are obligated to follow instructions of the Working Group Leader and the Work Supervisor coordinating the works at the Shared Worksite in accordance with this Agreement. A natural person who is an entrepreneur but not an employer (entrepreneur) shall likewise be obligated to follow instructions of the Working Group Leader and the Work Supervisor coordinating the works at the Shared Worksite pursuant to this Agreement. The activities performed by the Contractors' employees based on the instructions by the Working Group Leader and the Supervisor pursuant to this paragraph shall not be deemed as the dependent work for the Client pursuant to Section 1 of the Labour Code, but as performance of the work pursuant to Section 536 et seq. of the Commercial Code in accordance with the Contract for Work concluded between the Client and the Contractor.
8. If the subject-matter of the Contract for Work includes works and activities pursuant to Act No. 50/1976 Coll. on Territorial Planning and Building Regulations (the Building Act), as amended (hereinafter referred to as the "Building Act"), the Parties shall be obligated to comply with provisions of such Act as well as with all related legal regulations, such as Government Regulation No. 396/2006 on minimum safety and health requirements for construction sites applicable to the execution of the work.
9. For the avoidance of any doubt, the Safety Coordinator and the Work Supervisor shall not be authorised to modify the terms and conditions specified in the individual Contracts for Work concluded between the Client and the Individual Contractors, including any changes to the sub-delivery dates contained therein.
10. If the Contractor's employee suffers any job-related injury at the Shared Worksite, the Client shall immediately notify the injured employee's employer of such accident. The Contractor and the Client shall be obligated to proceed in accordance with Section 17(6) of Act No. 124/2006 Coll. on Occupational Safety and Health at Work, as amended.

## Article II **Subject-matter of the Agreement**

1. The subject-matter hereof comprises the agreement of the Parties to coordinate the works by Individual Contractors during the performance of the work at the Shared Worksite. Each Party shall inform its employees of the coordination of works before (every) commencement of the works.
2. The subject-matter hereof also comprises the Parties' agreement on cooperation in the field of prevention, preparation and implementation of measures to ensure OHS, coordination of OHS activities and informing each other on potential hazards, preventive measures, first aid measures, fire-fighting measures, measures to carry out rescue works

and measures for evacuation of employees when carrying out works at the Shared Worksite. Each Party shall inform its employees and safety representatives of such information.

### Article III **General Safety Principles**

1. During the execution of works at the Shared Worksite, the Client and the Contractors shall be obligated to ensure compliance with OHS requirements, while taking into account the following in particular:
  - a) Keeping the Shared Worksite maintained and clean,
  - b) Location of the Workplace, accessibility thereof, designation of roads or areas, where employees can move and through which the employees can pass, where work equipment can move and through which the work equipment can pass,
  - c) Handling conditions of different materials,
  - d) Technical maintenance of equipment and work equipment, inspection thereof before put into operation and regular inspections aimed to rectify deficiencies which could affect safety and health of workers,
  - e) Identification and arrangement of storage areas of various materials, in particular if hazardous materials or substances are involved,
  - f) Conditions for disposal of used hazardous materials or substances,
  - g) Storage, handling or disposal of waste and residual materials,
  - h) Adjustment of the time allowed for individual works or stages thereof according to the actual progress of the works,
  - i) Cooperation between the Client and the Contractors,
  - j) Interaction of work activities carried out at or close to the Shared Worksite.

### Article IV **Obligations of Parties at the Shared Worksite**

1. The Parties undertake to do the following; however, they are not limited to:
  - a) Demonstrably inform their employees of the appointment of the Safety Coordinator, the Team Leader and the Work Supervisor at the Joint Workplace, their authorities and of the obligation to follow their instructions and orders,
  - b) Comply with the instructions and orders of the Safety Coordinator, the Team Leader and the Work Supervisor at the Joint Workplace and to ensure the compliance therewith by their employees,
  - c) Comply with the legal and other regulations concerning and/or relating to OHS, the Client's internal regulations. This is without prejudice to the obligations of individual contractors under the Contracts for work concluded with the Client.
  - d) Provide the Safety Coordinator, the Working Team Leader and the Work Supervisor with assistance throughout the performance works at the Shared Worksite,
  - e) Rectify any deficiencies identified by the Safety Coordinator, the Team Leader, the Work Supervisor and by responsible personnel of the Client and the Contractors at the Shared Worksite,
  - f) Inform without delay the Working Team Leader and/or the Work Supervisor at the Shared Worksite and each other especially of any possible hazards, preventive measures and measures in relation to first aid, fire-fighting, rescue works and evacuation of employees, and to ensure immediate settlement of any situation that could arise. Each Party shall be obligated to provide such information to its staff and safety coordinators,

- g) Familiarise themselves with the Site Layout, any updates thereof and fulfil their obligations thereunder.
2. The Client shall be obligated to inform the Contractors on a daily basis as well as in case of any change of conditions of the scope of work, technological procedures and OHS of any current hazards arising from the Client's current production process at the Shared Worksite.

Article V  
**OHS Coordination at the Shared Worksite**

1. The Client has entrusted the safety coordination at the Shared Worksite to a competent person listed in the Assembly Journal kept at the Shared Worksite.
2. In case of a change of the Safety Coordinator at the Shared Worksite, the Client undertakes to inform the Contractors of such change without any undue delay by means of an Assembly Journal entry; the Parties also agree to accept such change without concluding any separate written amendment to this Agreement.
3. The employer and the natural person who is an entrepreneur but not an employer (entrepreneur), performing assembly, repair, construction, service and other works for the Client shall be obligated to agree with the Client of the works about security and equipment of the worksite for sake of safe performance of the Work. Work may only commence when the worksite is properly secured and equipped.
4. The Client shall ensure that the Contractor's employees and natural persons who are entrepreneurs but not employers, who will be carrying out the works at the Shared Worksite and in the Client's premises, are provided with the necessary information and instructions in order to ensure occupational health and safety applicable to its workplaces and premises, in particular the information on
  - a) any hazards and risks that may arise at work and in connection therewith and of results of the risk assessment – the Annex 1, Risk Assessment,
  - b) any preventive measures and protective measures taken by the Client to ensure occupational health and safety that apply generally to the employees and the work carried out by them at the individual workplaces,
  - c) any measures and procedures that apply to damage to health, including first aid, and measures and procedures that apply to fire-fighting, rescue and evacuation.
5. The Client shall be entitled to be informed in writing of assessment of health and competence of the Contractor's employees and natural persons who are entrepreneurs but not employers.
6. The Client shall ensure that the information referred to in paragraph 4 is provided prior to the commencement of works at the Shared Worksite.
7. The Client may agree on the performance of work with a natural person who is an entrepreneur but not an employer only if such natural person submits the appropriate document proving his or her professional and medical competence necessary for the

performance of works according to legal regulations and other regulations aimed to ensure occupational health and safety.

Article VI  
**Coordination of Works at the Shared Worksite**

1. The coordination provided by the Work Supervisor includes
  - a) Coordination of technical or organisational solutions based on which the works are planned to be carried out simultaneously or in conjunction with each other,
  - b) Preparation of time schedule for the planned individual parts of the Work or stages thereof,
  - c) Cooperation between Contractors at the Shared Worksite, if their activities in the Shared Worksite relate to each other, regulation of work of employees and natural persons who are entrepreneurs but not employers (entrepreneurs),
  - d) Measures aimed to check the correct application of working practices,
  - e) Designation and coordination of working group leaders,
  - f) Allowing only persons performing their work duties or obligations under the Work Contracts to access the Shared Worksite,
  - g) Continuous updates of the Site Layout according to the current actual condition at the Shared Worksite, and ensuring demonstrable delivery thereof to all the Parties.
  
2. In case of any change of the Work Supervisor, the Contractors shall be informed without any undue delay by means of an Assembly Diary entry; the Parties also agree to accept such change without entering into a separate written amendment to this Agreement.

Article VII  
**Accession of Another Contractor to the Agreement**

1. The Parties agree that if another Contractor, that is not the Party hereof, performs works in the Shared Worksite during the course of the Work realization and after this Agreement has come to force, such other Contractor shall be obligated to accede to this Agreement and to perform all obligations under this Agreement and/or related to this Agreement (the "Acceding Contractor"). After joining this Agreement, the Acceding Contractor shall become a party hereof with the same extent of rights and obligations as other Contractors. The Accessing Contractor's written accession as confirmed by the Adhering Contractor's signature, shall become an inherent part of this Agreement. The Parties also agree to accept the Acceding Contractor without entering into a separate amendment to this Agreement.
  
2. The accession of the Acceding Contractor shall be ensured by the Client. At the same time, the Client shall be obligated to inform all Contractors as well as the Safety Coordinator and the Work Coordinator of such accession without any undue delay by means of a demonstrable Assembly Diary entry.

Article VIII  
**Duration of the Agreement**

1. The Agreement is concluded until the Shared Worksite, or, if there are more of them, the last of them, stops meeting the criteria established for Shared Worksite according to Act

No. 124/2006 Coll. on Occupational Health and Safety and on amendments and supplementation of Certain Acts, as amended.

2. The estimated date of the Work completion in accordance with the Time Schedule of Planned Works or the Statement of Works to be performed at the Work.
3. The validity hereof as regards individual Contractors shall terminate upon the expiry of the last day of the individual Contractor's performance of the work on the Shared Worksite.

Article IX  
**Final Provisions**

1. The issues and relations not regulated by this Agreement shall be governed by the relevant provisions of Act No. 513/1991 Coll. of the Commercial Code, as amended, and Act No. 124/2006 Coll. on the Occupational Health and Safety, as amended, or other legislation.
2. Any amendments and supplementations to this Agreement shall be in the form of a written amendment to the Agreement, numbered in ascending order, and shall be signed by the Parties.
3. This Agreement has been prepared ..... counterparts in Slovak language, of which each of the Parties shall get one.
4. In view of the COVID-19 viral disease pandemic, the Parties undertake to inform each other immediately of any illness of their employees or persons involved in the execution of the Work. The same applies also to any quarantine. If the deadline for completion of the Work is extended, the Parties undertake to conclude an amendment to the Agreement.
5. The Agreement shall enter into force and effect on the date of its signing by all Parties.

Client:

Contractor 1:

**Železiarne Podbrezová a.s.**

In Podbrezová, on .....

In Podbrezová, on.....

.....

.....

... of the Board of Directors

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.....

... of the Board of Directors

Contractor 2:  
In Podbrezová, on.....

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Contractor 3:  
In Podbrezová, on.....

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Contractor 4:  
In Podbrezová, on.....

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**Annex 1** to the Agreement on cooperation of employers in the field of prevention, preparation and execution of measures aimed to secure occupational health and safety, mutual awareness and coordination of activities related to the realization of work at the Shared Worksite

## ASSESSMENT OF RISKS

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**Annex 2** to the Agreement on cooperation of employers in the field of prevention, preparation and execution of measures aimed to secure occupational health and safety, mutual awareness and coordination of activities related to the realization of work at the Shared Worksite

## SITE LAYOUT

**A/ The site layout delineating the Work-related Shared Worksite and identifying the specific Contractors**

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**B/ List of Working Group Leaders and their obligations**

- 1) Name and surname, at the Shared Worksite....
- 2) Name and surname, at the Shared Worksite....
- 3) Name and surname, at the Shared Worksite....
- 4) Name and surname, at the Shared Worksite....

**Working Group Leaders** are required to:

- a) Ensure that all persons at the Shared Worksite use PPE when carrying out their professions and activities in connection with the Work,
- b) Ensure that the work is carried out only according to approved safety working and technological procedures,
- c) Ensure that persons in the Working Group stay at their designated working area,
- d) Follow the Safety Coordinator's recommendations to ensure the OHS of employees at the Shared Worksite,
- e) Report any identified OHS deficiencies to the Works Supervisor and the Safety Coordinator,
- f) Report any deficiencies identified during the performance of Works to the Work Supervisor,
- g) Comply with the Instruction 10 of Železiarne Podbrezová a.s. – OHS Manual for SO, GO and investment events.