

Business and Conditions for Ensuring Occupational Safety and Health (OSH), Environmental Protection (OP) and Fire Protection (FP) – "Business Terms and Conditions for OH&S, OE and FP" (the "Business Terms and Conditions")

A. Object

I. Introductory Provisions

The purpose of the following provisions of the Business Terms and Conditions of OSH, EP and FP is to define the mutual rights and obligations of the Parties to the Contract, which refers to them as a part of the Contract, or where its content indicates that the Parties to the Contract will follow them in the activities that are the subject of the Contract, in connection with ensuring occupational safety and health ("OSH"), fire protection ("FP") and environmental protection ("EP") in the performance of the Contract at the Client's workplaces, in accordance with the law of the Czech Republic.

By concluding the Contract, which refers to these Terms and Conditions, the Parties also agree to comply with these Terms and Conditions when performing activities that are the subject of the Contract and that these Terms and Conditions are binding on them in this context.

For the purposes of these Terms and Conditions, "Client" means:

Gas Storage CZ, a.s.
with registered office at Limuzská 3135/12, Strašnice, 100 00 Prague 10,
listed in the Commercial Register kept by the Municipal Court in Prague
under file No. B 28939, Company ID 278 92 077

"Contractor" means a legal or natural person who delivers services to the Client and with whom the Client has concluded a Contract.

"Contract" means a bilateral or multilateral legal act between the Client and the Contractor consisting in mutual and identical expressions of the will of the Contracting Parties aimed at the creation, change or termination of the rights and obligations that legal regulations associate with such expressions of will. The Contract must be in writing. Written orders accepted as a proposal of the Client by the Contractor are also considered to be the Contract.

"Contractor's Employee" means any natural person who performs work on behalf of (on behalf of) the Contractor (it may be an employee of the Contractor on the basis of an employment relationship or other contractual relationship), as well as employees of the Subcontractor and a person staying with the knowledge of the Contractor or the Subcontractor at the Client's workplaces or on his premises, where he performs the activities that are the subject of the Contract.

"Subcontractor" means a person whom the Contractor allows to perform activities that are the subject of the Contract, under his supervision.

II. Occupational Safety and Health (OSH)

1. OBLIGATIONS AND RIGHTS OF THE Contractor:

If the Contractor provides performance to the Client at his workplaces, he undertakes to cooperate with the Client to determine the health and safety at work of his employees, assistants or persons staying with his knowledge at the Client's workplaces or on his premises, in accordance with the provisions of Section 101 of Act No. 262/2006 Coll., the Labor Code, as amended. The Contractor is obliged to ensure the following before the commencement of works that are the subject of the Contract:

- Inform the Client in writing whether the work or part of his activities resulting from the Contract will be carried out under his direction by one or more subcontractors (especially in the case of construction works).
- Allow the Client to familiarize the Contractor's employees, if necessary, with internal safety regulations and other OSH specifics related to the workplace.
- Request the written consent of the Client to all modifications to safety, sanitary or fire-fighting equipment and their marking.
- Maintain order and cleanliness at the Client's workplaces during the performance of activities related to the subject of the Contract.

In performing the activities that are the subject of the Contract, the Contractor undertakes to:

- Ensure that his employees comply with all applicable legal and other regulations in the field of OSH and act in such a way that their activities do not endanger the safety or health of persons.

- Allow the Client to familiarize the Contractor's employees, if necessary, with safety regulations and other OSH specifics related to the performance of activities that are the subject of the Contract.
- Not later than on the day of taking over the workplace, notify the Client in writing of the names of all persons responsible for managing the work and ensuring safety in activities carried out by their own employees or subcontractors, including their contact details.
- Entrust the management of all works only to the above-mentioned responsible persons, who at the same time have sufficient powers and professional competences (including language skills) to manage these works.
- If the Client is obliged to appoint a coordinator of occupational safety and health at the construction site (Contractor's workplace), the Contractor notifies the Client in writing of the facts necessary for the appointment of an appropriate number of OSH coordinators at construction sites, taking into account the number of his subcontractors, the scope of construction complexity, etc.
- Contractually bind in writing the subcontractor that it will use to perform activities under the Contract to comply with the principles arising from these Terms and Conditions and to check and require their compliance.
- Assign the performance of activities that are the subject of the Contract only to employees who are trained in the principles of occupational health and safety and are in accordance with the statutory requirements holders of valid certificates of professional competence for the performance of the activities in question (e.g. driving license, welding license) and are medically fit to perform the activity.

The Contractor further undertakes to ensure that his employees in the performance of activities under the Contract and related to the subject of the Contract:

- Comply with safety and hygiene regulations, including the internal documentation of the Client submitted to them or otherwise available to them, and act in such a way as to avoid damage to health, life and property of the Client or third parties.
- Use the prescribed protective equipment and personal protective equipment ("PPE").
Use only such tools, equipment and aids that comply with safety regulations and technical standards and are properly inspected, maintained and capable of safe operation. They will use only such tools, equipment and aids in the possession of the Client or legally used by it, for the use of which the Contractor has received written consent from the Client.
- Do not consume alcoholic beverages or other narcotic and psychotropic substances, nor did they perform the activities under their influence. At the request of the representative of the Client, they undergo in the presence of the relevant manager of the Contractor a test to determine whether they comply with these obligations.
- Comply with the ban on smoking.
- Treat chemical substances in such a way as not to endanger the health and life of persons or the environment and to meet the requirements of applicable legislation in accordance with the requirements of Section 44a of Act No. 258/2000 Coll., on the Protection of Public Health, as amended, and safety data sheets in accordance with reach Regulation EC No. 1907/2006.
- At the request of the Client, undergo an inspection of items brought in, brought in and taken out of the Client's workplaces and premises.
- Are, during all activities at heights where it is absolutely necessary to use PPE against falling, protected by a capture system with double-securing snap-hooks.
- Are constantly protected When performing activities in the cages of mobile forklifts against falling by appropriate PPE (even in the case of collective protection measures).

The Contractor is obliged to:

- Keep records of all employees and persons present at the workplace and performing relevant activities.
- Report in advance and discuss with the Client the performance of activities in the protection zones of utility lines or in the vicinity of other facilities (e.g. warehouses and technical gas/fuel tanks).
- Ensure the processing of the OSH plan (if required) and follow it and respect the protection zones and protective measures that are set for work in their vicinity during the implementation of the activities in question.
- Immediately report to the Client, investigate, record and report, in a manner resulting from the relevant legal regulations, all work accidents of his employees (or employees of its subcontractors) that occurred in the performance of activities that are the subject of the Contract and invite to their proper investigation the responsible representative of the Client (usually the OSH technician). The Contractor will email all records of injury that occur during the performance of activities for the Client to hsse@czgs.cz within 7 working days from the date of the injury. These records must always include information about the cause of the injury and the measures taken against its recurrence.
- Provide the Client without delay with a written assessment of the causes and circumstances of the accident at work and the measures set/ taken against its recurrence. This will be ensured by the responsible manager.
- Upon request, inform the Client without undue delay, in a specified form via the web portal, of the following information: the approximate number of hours worked in the performance of activities within the meaning of the Contract for the benefit of the Client for the given period, the exact number of work accidents with incapacity for work over 1 day (including fatalities) related to the number of hours worked, and contact details for the Contractor (company name, name and surname, e-mail, phone number), for the purpose of monitoring the level of OSH.

2. OBLIGATIONS AND RIGHTS OF THE CLIENT:

The Client undertakes, through a designated contact person, to inform all his employees who use the workplace or other premises in which they perform activities under the Contract about the purpose of performing these activities at the workplace. The Client further undertakes

to inform these employees of all adopted security measures related to these workplaces, no later than the day after the Client receives the necessary information from the Contractor.

The Client hereby reserves the right:

- Control the performance of activities that are the subject of the Contract, with regard to compliance with the principles of occupational health and safety, as set out above. In the event of a serious breach of legal and other regulations or any provision of these Terms and Conditions that could lead to a threat to the safety or health of persons, order the immediate suspension of the performance of the activities in question, or expel the originator of the threat from the Client's workplace or premises. This has no effect on contractually agreed deadlines for the completion of works or services.
- Make photographic or film recordings of the activities of the Contractor or his subcontractors in order to prove a violation of the principles of occupational health and safety or the provisions of the Terms and Conditions.
- Carry out a customer audit of the Contractor in order to assess compliance with legal regulations and obligations of the Client in terms of occupational safety, compliance with which the Contractor is obliged to ensure.

III. Environmental Protection

1. OBLIGATIONS AND RIGHTS OF THE CONTRACTOR:

The Contractor undertakes to perform all activities agreed in the Contract and related to the Contract in such a way as to prevent any negative impact on the environment. The Contractor is responsible for environmental damage caused by his actions or inaction. In this context, it is also obliged to remove the damage without undue delay at his own expense. When performing the Contract at the Client's workplace, the Contractor is obliged to follow the Client's internal instructions and regulations in the field of the environment.

If the Contractor handles hazardous chemical substances or preparations, it is obliged to:

- Provide the Client, upon request, with a list of all hazardous chemical substances and mixtures that it handles, including their safety data sheets, without delay.
- Store hazardous chemicals and mixtures in accordance with the instructions given in the safety data sheets and handle them only by employees who have been demonstrably familiar with the information in the safety data sheets.
- Properly mark the places of storage of chemical substances and mixtures.
- Handle hazardous chemicals and mixtures in such a way as to prevent their unwanted release into the surrounding environment (in particular soil, or groundwater and surface water).
- Treat used packaging from hazardous chemicals and mixtures as hazardous waste.

If they are emitted in connection with the performance of activities agreed in the VOC Contract, the Contractor is the operator of the air pollution source. The Contractor is obliged to minimize the amount of VOC emissions by ensuring appropriate technical conditions. The Contractor is obliged to ensure the transport of dangerous goods, if carried out, in accordance with the European Contract concerning the International Carriage of Dangerous Goods by Road (ADR). Within the meaning of Chapter 1.4 of the ADR Contract, the Contractor is the consignor and loader of dangerous goods and ensures the fulfillment of the prescribed obligations related thereto. The Contractor must ensure the necessary qualifications of persons involved in the loading, transport and unloading of dangerous goods in accordance with the requirements of the ADR.

The Contractor is the producer of waste generated in the performance of activities that are the subject of the Contract on his part. As such, it is obliged to:

- Before commencing the performance of supplies or services that are the subject of the Contract, submit to the Client, at the request of the Client's representative, within five working days, a summary of all waste that it expects to generate during his activities under the Contract, with the following data: type and category of waste, expected amount of waste, including the method of its collection and transfer to approved facilities for further management.
- Properly handle the generated waste, in particular, collect it sorted by species and categories in places designated for this purpose and record their quantities.
- Provide a collection point or means of collection of such technical parameters as to prevent contamination of water and the rock environment by waste, or leakage of waste or its components into the environment, and ensure their proper marking.
- Hand over the generated waste only to authorized persons according to the Waste Act.
- The Contractor is obliged to submit to the Client, at the request of the Client's representative, within five working days, a contract with an authorized person to take over the waste, documents on the transfer of waste and continuous registration of waste.
- If a construction logbook is kept, the Contractor is obliged to record the waste removal.

If the service provider is a person authorized to take over waste pursuant to Section 4 (y) of Act No. 185/2001 Coll., on Waste, as amended (the "Waste Act"), who provides the Client with a system of waste collection, transport, recovery or disposal, then the following conditions apply:

- The ownership right to the waste generated during the Client's activities is transferred to the Contractor at the moment of physical receipt of the sorted waste at the place designated for this purpose.

- In the event that the Contractor does not have a valid permit in any region or cannot take over the waste under the contract and thus cannot fulfill the obligations arising from the contract, it is obliged to immediately inform the Client about this fact.
- The Contractor prefers the recovery of waste to disposal, if possible.
- Each receipt of waste, with the exception of periodically recurring transactions (e.g. collection and disposal of mixed municipal waste, separate collection), will be documented by the participants on the receipt of waste.
- Upon each receipt of hazardous waste from the Client, the Contractor fulfills the obligations of the sender of hazardous waste related to its transport and reporting in accordance with the requirements of the Waste Act, including the preparation of a notification sheet for the transport of hazardous waste within the territory of the Czech Republic. The Contractor issues the notification also if he fulfills these obligations on behalf of the Client as a sender under Section 40 of the Waste Act.
- The Contractor sends information on how and in what quantity the waste was handled no later than 15 January of the year following the year in which the waste was handed over to the Contractor.

If the Contractor carries out activities that may affect the interests protected by Act No. 254/2001 Coll., on Waters and on Amendments to Certain Acts, as amended (the "Water Act"), it is obliged to:

- Take appropriate measures to ensure that harmful substances do not enter the surface or groundwater and do not endanger their environment.
- Submit to the Client for approval, within 10 days before the commencement of the performance of supplies or services, the "Accident Action Plan" (Emergency Plan), if it is obliged to process it in accordance with Decree No. 450/2005 Coll., as amended.

In the event of an accident, the Contractor is obliged to ensure that the person who detects the accident immediately intervenes to prevent the spread of danger and immediately reports the accident to the Client, or the Czech Environmental Inspectorate, if the extent of the accident so requires. Furthermore, the Contractor is obliged to remove the accident without undue delay at his own expense.

If the work includes the collection or discharge of water from/into surface and groundwater, the Contractor is obliged to ensure the obligations under the Water Act and the necessary permits on the part of the Contractor (e.g. permission to collect water, permission to discharge wastewater, payment of a fee for the collection/discharge of water, if the limit quantity is reached).

When working in floodplains, riverbeds and protection zones of water resources, the Contractor must obtain the consent of the water authority. The consent or statement must also be provided by the Contractor in other cases in accordance with the Water Act.

When performing activities on the gas pipeline of the gas system, the Contractor understands that the networks of the gas pipeline may contain natural gas condensate, which is dangerous to water (ecotoxic). The Contractor is obliged to exercise caution and prevent condensate leaks into the environment. Condensate must be further treated as hazardous waste.

The Contractor is responsible for meeting the requirements of Act No. 458/2000 Coll., on Business Conditions and the Performance of State Administration in the Energy Sectors and on Amendments to Certain Acts, as amended, to remove and trim trees and other stands only after demonstrably notifying the owners or users of the land concerned. The Contractor is obliged to refrain from damage to trees and other vegetation in the performance of all activities, at the place of performance of the work and in places related to the performance of the work. The Contractor ensures the protection of tree species against damage in accordance with CSN 83 9061.

If the Contractor fells mature trees with a trunk circumference above 80 cm at a height of 130 cm above the ground or the removal of connected stands on a total area of more than 40 m², it is responsible for fulfilling the obligations under Act No. 114/1992 Coll., on Nature and Landscape Protection, as amended (the "Nature Protection Act"), i.e. notifies the competent nature protection authority in writing at least 15 days in advance of the felling in the protection zone of the gas system. The notification of felling of tree species must contain the particulars according to Section 4.2 of Decree No. 189/2013 Coll., on the protection of trees and permitting their felling, as amended, including the consent of the owner of the land. The data must be provided truthfully and professionally. If the competent nature protection authority does not comment within the above-mentioned period, when it may suspend, limit or prohibit felling, then it is only possible to start felling.

In the case of felling trees outside the protection zone of the pipeline, the Contractor provides a felling permit, except in cases where such a permit is not required under Section 8 of the Nature Conservation Act. Only if a final permit is issued by the competent nature protection authority, it is possible to start felling.

Felling can be carried out during the dormancy period, usually from 1 November to 15 March. The provision applies to all tree species marked in the project documentation.

If the application of herbicides is part of the delivery, the service provider must be the holder of a valid 1st and 2nd degree certificate, which proves professional competence pursuant to Section 86 of Act No. 326/2004 Coll., on Phytosanitary Care, as amended (the "Act on Phytosanitary Care"). The Contractor is a professional user within the meaning of the Act on Phytosanitary Care, which ensures that all requirements are met, in particular the following:

- The application of the product will be carried out in accordance with the instructions, during the application there must be no drift to neighboring crops.
- The contractor demonstrably informs the owner or user of the land without undue delay about what preparation was used and about safety and protective measures (Section 49. 7 of the Act on Plant Health Care).

The Contractor will email the records of the herbicides application immediately to hsse@czgs.cz.

After the termination of activities under the Contract, the Contractor must arrange for the cleaning and cleaning of all workplaces, including construction sites and areas affected by the performance of the activities. All items that meet the definition of waste must be disposed of as waste by the Contractor, in accordance with generally binding legal regulations. If the Contractor fails to meet the obligations in the field of maintaining cleanliness or waste management within the additional period set by the Client, the Customer is entitled to meet these obligations himself or through a third party at the expense of the Contractor.

2. OBLIGATIONS AND RIGHTS OF THE CLIENT:

When performing the Contract by the Contractor at the Client's workplace, the Client is obliged to familiarize the Contractor with the internal instructions and environmental regulations that the Contractor is obliged to follow before commencing work. The Client is also obliged to inform the Contractor about the measures it is obliged to take in the event of an emergency threatening the environment. The Client is obliged to familiarize the Contractor with the Client's environmental policy and the Contractor undertakes to act in accordance with the principles of environmental protection resulting therefrom.

The Client has the right to control the performance of the Contractor's activities, which are the subject of the Contract, with regard to compliance with the principles of environmental protection. In the event of a serious breach of any provision of environmental legislation or these Terms and Conditions that could lead to environmental damage, the Client has the right to order the suspension of the performance of the activities or to expel the originator of the threat (Contractor's employee) from the workplace and from the Client's premises. Contractually agreed deadlines for the completion of works or services are not affected by this.

In order to prove a breach of the provisions of the Business Terms and Conditions of Health and Safety, Environmental Protection and Fire Protection, the Client may make photographic or film recordings of the activities of the Contractor or his subcontractors.

The Client further reserves the right to perform a customer audit of the Contractor in order to assess the compliance of the performance of the Contractor's activities, which are the subject of the Contract, with the legal regulations and obligations of the Client from the point of view of the environment.

IV. Provision of fire protection (FP) at the Client's workplaces

1. OBLIGATIONS AND RIGHTS OF THE CONTRACTOR:

Unless otherwise agreed, the Contractor ensures fire protection of the workplace affected by the Contractor's activities under the relevant Contract, taking into account the scope of activities carried out on it.

The Contractor is obliged to act in the performance of supplies or services that are the subject of the Contract so as not to cause a fire, cause a fire and endanger life, health or property with his activities. For this purpose, the Contractor undertakes, if necessary, to familiarize himself with the method of ensuring fire protection at the Client's workplace and to inform employees performing activities that are the subject of the Contract at the Client's workplace.

The Contractor further undertakes that his employees:

- At the request of the Client, prior to the commencement of the activities that are the subject of the Contract, they participate in training or training on fire protection at the Client's workplace where they are to perform the relevant activities, including at the Client's workplace.
- In the case of activities carried out at emergency exits and roads, power distribution devices, gas, water and heating closures, fire safety devices and fire protection equipment, they will not prevent free access to these areas and devices, unless it is inevitably required by the performance of their activities under the Contract, while any restrictions must be addressed before the commencement of work by taking alternative measures in Contract with the Client.
- They will strictly follow all instructions marked on the workplaces concerned with safety signs and signals.
- They will perform activities with an increased fire risk (e.g. welding, grinding, cutting, working with flame, etc.) until they are reported and authorized by the Client's employee responsible for fire protection at the given workplace.
- Prior to the commencement of activities that are fire-hazardous, they inspect the place of performance of the activities and its surroundings, remove flammable substances and take other necessary fire-safety measures to prevent the possibility of fire as a result of their activities.
- In accordance with the Client's local fire documentation, they issue a fire alarm at the given workplace if they observe the occurrence of a fire.
- They will provide personal and material assistance in fighting the fire according to their capabilities and abilities.

2. OBLIGATIONS AND RIGHTS OF THE CLIENT:

The Client provides fire protection of the workplace in the scope of his activities.

The Client has the right to control the performance of the Contractor's activities, which are the subject of the Contract, with regard to compliance with the fire safety principles set out above. In the event of a violation of legal regulations or any provision of these Terms and Conditions that could lead to a fire or a threat to the life, health or property of persons, he is entitled to order the suspension of the performance of the activities or to expel the originator of the threat from the workplace and from the building. Contractually agreed deadlines for the completion of works or services are not affected by this.

The Client further reserves the right to perform a customer audit of the Contractor in order to assess the compliance of the performance of the Contractor's activities, which are the subject of the Contract, with the legal regulations and obligations of the Client in terms of fire protection.

V. Contractual Penalties

A breach of these Terms and Conditions (even a one-time breach) is considered a material breach of the Contract. In the event of a breach of any provision of these Terms and Conditions, the Client may withdraw from the Contract with immediate effect. Withdrawal from the contract is without prejudice to the Client's claims for the removal of damage caused by the Contractor, for compensation damage that the Client incurs in this context and the payment of contractual penalties, if the claim for their payment arose before the effects of withdrawal from the contract occurred.

If the Contractor does not inform the Client that the work or its part, which are construction works, will be carried out under his direction by more subcontractors on the construction site and the Client therefore does not appoint the necessary number of safety coordinators on the construction site in accordance with the relevant legal regulations, in the event of the Client's request, the Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 20,000 for each separate case.

In the event that the Contractor breaches any other obligation arising from these Terms and Conditions, he will pay the Client a one-time contractual penalty in the amount of CZK 50,000 for each identified breach of these Terms and Conditions.

In the event that sanctions for breach of obligations in the field of occupational safety, fire protection and the environment are set out in the Contract or the Terms and Conditions for the performance of a specific work or service differently from these Terms and Conditions, the area of granting individual sanctions is governed by the Contract or the Terms and Conditions for the performance of a specific work or service.

The Contractor is obliged to pay the contractual penalty to the Client within 30 days from the date on which the Client requests it to pay. The Client is entitled to set off the contractual penalty to which he is entitled under these Terms and Conditions against any and future financial claim of the Contractor that he incurs or whose payment he will be entitled to against the Client under the Contract. The receivables will be set off on the date specified by the Client.

The contractual penalty is without prejudice to the Client's right to damages.

VI. Temporary and Final Provisions

These Terms and Conditions are valid and effective since 1 September 2024.