

Confidential

Dated 23 June 2021

VIA SALIS Operations, s.r.o.

and

Správa a údržba silnic Jihočeského kraje

**OPERATION AND MAINTENANCE AGREEMENT**

for the "Special Regime Period" relating to D4 Highway, Czech Republic



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This Agreement is made on 23 June 2021 between:

- (1) **VIA SALIS Operations, s.r.o.**, with its registered office at U Michelského lesa 1581/2, Michle, 140 00 Prague 4, Czech Republic, company ID No. (IČO) 098 69 000, registered in the commercial register maintained by the Municipal Court in Prague, insert No. C 343777, represented by [REDACTED] Director (the “Operator”); and
- (2) **Správa a údržba silnic Jihočeského kraje, příspěvková organizace**, with its registered office at Nemanická 2133/10, 370 10 České Budějovice, company ID No. (IČO) 709 71 641, registered in the commercial register maintained by County Court in České Budějovice, insert No. Pr 173, represented by [REDACTED] Director of organization (the “Subcontractor”).

Whereas:

- (A) VIA SALIS, s.r.o., with its registered office at U Michelského lesa 1581/2, Michle, 140 00 Prague 4, Czech Republic, company ID No. (IČO) 098 69 905, registered in the commercial register maintained by the Municipal Court in Prague, insert No. C 343784 (the “Concessionaire”), entered into the Concession Agreement with the Czech Republic represented by the Ministry of Transport of the Czech Republic (the “Public Authority”) for the execution of PPP D4 project consisting of the design, construction, financing, operation and maintenance of the D4 highway sections of Háje – Mirovice, and of the operation and maintenance of existing adjacent sections of Skalka – Háje and Mirovice – Krašovice, as published in the Register of Contracts (in Czech *Registr smluv*) under ID No. 14724235 (the “Concession Agreement” and the “Project”).
- (B) The Concessionaire has entered into the Operation and Maintenance Agreement with the Operator based on which the Operator shall carry out the operation and maintenance services forming part of the Project for the Concessionaire (the “Concessionaire O&M Agreement”), including the operation and maintenance of the Project Road until the commencement of the concession period according to the Concession Agreement.
- (C) The Operator now wishes to appoint the Subcontractor to carry out the operation and maintenance of the Project Road until the commencement of the concession period according to the Concession Agreement on the terms set out herein as its subcontractor and the Subcontractor accepts such appointment.

It is agreed as follows:

## 1 Definitions and Interpretation

- 1.1 The following words and expressions used in this Agreement will have the meanings ascribed to them below:

“Affiliate” of any person means any entity which controls another person, is controlled by another person or is controlled by an Affiliate of that person;

“Agreement” means this Agreement;

“Bill of Quantity” means bill of quantity in the form set out in Schedule 2

“Business Day” means any working days except Saturday, Sunday, and Czech Republic public holidays;

**"Capital Expenditure"** means expenditure classified in accordance with the applicable Legal Regulations or generally accepted accounting principles as capital investment or capital expenditure;

**"Change"** means any change to the O&M Services, which change is instructed and approved as a change under Clause 18 (*Changes*);

**"Civil Code"** means the Act No. 89/2012 Coll., Civil Code, as amended;

**"Competent Institutions"** means bodies of local self-government, bodies of state administration and natural persons or legal entities operating in the territory of the Czech Republic, or other entities entrusted by the law with decision-making in the area of public administration in matters relating to the Project or any works, services or site related to the Project (with the term "Competent Institution" referring to any of the them depending on the context);

**"Concession Agreement"** has the meaning specified in the Recital (A);

**"Concessionaire"** has the meaning specified in the Recital (A);

**"Concessionaire O&M Agreement"** has the meaning specified in the Recital (B);

**"Confidential Information"** has the meaning specified in Clause 29.1;

**"Construction Sub-Contract"** means the design and construction contract entered into by the Concessionaire and the Constructor on 14 April 2021 for the design and construction of the works associated with the Project;

**"Constructor"** means DÍVia stavební s.r.o., with its registered office at U Michelského lesa 1581/2, Michle, 140 00 Praha 4, Czech Republic, company ID No. (IČO) 097 98 757, registered in the commercial register maintained by the Municipal Court in Prague, insert No. C 342722;

**"Cure Notice"** has the meaning specified in Clause 24.1;

**"Customary Professional Practice"** means the application of such degree of professional expertise, care, prudence and foresight as may be expected reasonably and duly at that time of an experienced contractor who strives to meet its contractual obligations in good faith, while complying with any and all Legal Regulations and while pursuing the same or similar activities as other contractors, and on the same or similar terms;

**"CZK"** means Czech crown (in Czech *koruna česká*), currency of the Czech Republic;

**"Defect"** means any defects or deficiencies of the Project Road or of any works performed with respect to the Project or the Project Road, whether on the basis of the Construction Sub-Contract or any other contract;

**"Dispute"** means any difference or dispute between the Operator and the Subcontractor arising out of or in connection with this Agreement (including any question as to the validity or interpretation of this Agreement and including any dispute arising before or after termination of this Agreement);

**"Due Date"** has the meaning specified in Clause 21.5;

**"Emergency Services"** has the meaning specified in Clause 19.1;

**"Operator Representative"** means the Person appointed by the Operator from time to time under Clause 5.1 to act on behalf of the Operator;

**"Environmental Claim"** means any claim or investigation by any Person pursuant or related to the Environmental Requirements;

**"Environmental Requirements"** means the requirements set out in:

- (i) the applicable environmental Legal Regulations;
- (ii) any environmental permits, conditions or requirements issued regarding any works or activities relating to the design, permitting and construction of the Project Road or the Project, as identified in any environmental impact assessments, zoning permits, building permits or any other relevant permits;
- (iii) any permits, binding opinions, instructions or consents of an environmental nature (or any parts thereof) issued by any Competent Institution concerning the Project or the Project Road;

**"Fees"** means the Monthly Flat Fee and fees set out in Schedule 2 (*Price List*);

**"Health and Safety Regulations"** means all Legal Regulations, rules, regulations and standards in force at any given time relating to the health, safety and/or protection of the workers and the Users;

**"Independent Engineer"** means (i) a consortium composed of setec international, with its registered office at 5, chemin des gorges de Cabriès 13127 Vitrolles, France, a company registered in RCS of Salon de Provence, France under the number 722 013 174, and SGS Czech Republic, s.r.o., with its registered office at K Hájuš 1233/2, 155 00, Prague 5, Czech Republic, Identification No.: 48589241, a company registered in the Commercial Register maintained by the Municipal Court in Prague under the number C 18205, or (ii) either of setec international and SGS Czech Republic, s.r.o. independently, or (iii) such other Person as communicated by the Operator to the Subcontractor;

**"Intellectual Property Rights"** means any and all patents, trademarks, service marks, copyrights, database rights, rights in a design, know-how and all or any other intellectual or industrial property rights whether or not registered or capable of registration and wherever subsisting;

**"Interested Party"** means either of the Roads and Motorways Directorate (in Czech *Ředitelství silnic a dálnic*), State Fund of Transport Infrastructure (in Czech *Státní fond dopravní infrastruktury*), operator of the electronic tolling system or operator of the time-based tolling system;

**"Legal Regulation"** means any valid and effective legal regulation of general application which forms a part of the legal order of the Czech Republic;

**"Location"** means the Project Road and any related areas, land plots and facilities over which the Subcontractor exercises control;

**"Losses"** means all damages, losses, liabilities, costs, expenses (including loss of revenue attributable to actions or omissions and legal and other professional charges and expenses), and charges whether arising under contract or under Legal Regulations or in connection with judgments, proceedings, internal costs or demands;

**"LTA"** means Infrata Limited a company registered in England under Number 7616088 whose registered office is at 5 Chancery Lane, London WC2A 1LG;

**"Maintenance Programme for Special Regime Period"** has the meaning specified in Clause 2.1.1;

**"Material Adverse Effect"** means any event or circumstance which has or could reasonably be expected to have a material adverse effect on:

- (i) the ability of the Subcontractor to perform and comply with its material obligations under this Agreement;
- (ii) the business, financial condition or assets of the Subcontractor to the extent that this materially and adversely affects its ability to comply with its obligations under this Agreement; or
- (iii) the validity, legality, effectiveness or enforceability of any material provisions of this Agreement;

**"Monthly Fee"** has the meaning specified in Clause 20.1;

**"Monthly Flat Fee"** has the meaning specified in Clause 20.1.1;

**"Necessary Permit"** means any temporary or final permit, consent, licence, approval, opinion, permission or authorisation required in connection with the Project to be issued and/or issued (as applicable) by any Competent Institutions or public utility network operator/owner/administrator;

**"O&M Services"** has the meaning specified in Clause 2.1;

**"Operator"** means VIA SALIS Operations, s.r.o., with its registered office at U Michelského lesa 1581/2, Michle, 140 00 Prague 4, Czech Republic, company ID No. (IČO) 098 69 000, registered in the commercial register maintained by the Municipal Court in Prague, insert No. C 343777;

**"Operator Consents"** means all Necessary Permits required for the carrying out of the O&M Services;

**"Option to Extend"** has the meaning specified in Clause 3.3;

**"Other Contractor"** means any contractor or subcontractor carrying out works or services in respect of the Project Road or the Project pursuant to the Concession Agreement, other than the Operator, the Constructor or a Subcontractor;

**"Parties"** means the Operator and the Subcontractor and **"Party"** means either one of them;

**"Payment Request"** has the meaning specified in Clause 21.1;

**"Person"** means any individual, any person having separate legal personality or any business association not having separate legal personality;

**"Price List Fee"** has the meaning specified in Clause 20.1.2;

**"Project"** has the meaning specified in Recital (A);

**"Project Road"** means sections of the D4 highway set out in Schedule 1 (*Specification of the Project Road*) including all facilities and parts required for the operation and maintenance of the relevant section;

**"Public Authority"** has the meaning specified in Recital (A);

**"Roads Act"** means the Act No. 13/1997 Coll., on Roads, as amended;

**"SQE Documentation"** has the meaning specified in Clause 8.5;

**"Standards"** mean, to the extent applicable to the O&M Services, the following:

- (i) Czech Technical Standards (CSN);
- (ii) Public Authority's technical regulations:
  - Technical Conditions (TP);
  - Technical Qualitative Conditions (TKP);
  - Guidelines for documentation related to road construction;
  - Drawings of Repeated Designs (R-plans);
  - Requirements on Design and Quality (PPK),

as the Public Authority's technical regulations are available at the web address [www.pjpk.cz](http://www.pjpk.cz) and <https://www.rsd.cz/wps/portal/web/technicke-predpisy/>;

**"State of Crisis"** means a state of danger, a state of emergency or a state of threat to the state, as this term is defined in Sec. 2(b) of the Act No. 240/2000 Coll., on Crisis Management and on Amendments to Certain Acts (Crisis Act), as amended;

**"Subcontract of Second Level"** means any contract in accordance with Clause 17 (*Subcontractors of Second Level*) between the Subcontractor and one or more third parties for the performance by such third parties of any part of the O&M Services;

**"Subcontractor"** means Správa a údržba silnic Jihočeského kraje, příspěvková organizace, with its registered office at Nemanická 2133/10, 370 10 České Budějovice, company ID No. (IČO) 709 71 641, registered in the commercial register maintained by County Court in České Budějovice, insert No. Pr 173;

**"Subcontractor Event of Default"** means any of the events listed or described in Clause 25.2;

**"Subcontractor Personnel"** means each of the Subcontractor, the Subcontractors of Second Level, and the Subcontractor Representative and their officers, employees and agents and any subcontractor or Person employed or engaged by any of them in respect of the carrying out of the O&M Services;

**"Subcontractor Representative"** means the Person appointed by the Subcontractor from time to time under Clause 5.4 to act on behalf of the Subcontractor;

**"Subcontractor of Second Level"** means any Person appointed by the Subcontractor for the performance of any part of the O&M Services under the terms of a Subcontract of Second Level, and includes the legal successors in title to each of such Persons;

**"Term"** has the meaning specified in Clause 3.2;

**"Users"** means users of the Project Road, including drivers moving around the Location pending construction works in accordance with Act No. 361/2000 Coll., on Road Traffic, as amended;

"VAT" means value added tax pursuant to the Legal Regulations.

## 1.2 Interpretation

The following rules will apply to the interpretation of this Agreement:

- 1.2.1 References to any "law", "legislation" or "legal regulation" will refer to that law as amended, modified or replaced from time to time.
- 1.2.2 References to "days" will be references to calendar days.
- 1.2.3 Unless the contrary intention appears, words importing the singular will also include the plural and vice versa. Words in one gender will cover all other genders.
- 1.2.4 Clause headings are for ease of reference only and will not affect the interpretation of this Agreement.
- 1.2.5 References to Recitals, Clauses and Schedules, and any sub-divisions thereof, are to the Recitals, Clauses of and Schedules to this Agreement. The Schedules form an integral part of this Agreement. In the case of ambiguities or discrepancies, the provisions of this Agreement will have priority over the Schedules. Reference in this Agreement to any other agreement will include a reference to that other agreement's Schedules and/or appendices and Schedules.
- 1.2.6 Any reference in this document to this Agreement, or to any other agreement or document, respectively, includes a reference to this Agreement or such other agreement or document, as amended, restated, varied, supplemented, assigned or replaced from time to time in accordance with its terms.
- 1.2.7 The terms "include", "including" and "in particular" will be construed without limitation.
- 1.2.8 An "amendment" includes a supplement, restatement or re-enactment and "amend" and "amended" (or any of their derivative forms) will be construed accordingly.
- 1.2.9 References to a document being "in writing" include facsimiles and e-mails, provided in either case that an acknowledgement of receipt is obtained.
- 1.2.10 The term "procure" or "arrange" (or similar terms, including "procure the fulfillment of" or "arrange the fulfillment of", and "the obligation to procure that a third party fulfils a specific obligation" or "the obligation to arrange that a third party fulfils a specific obligation") shall have the meaning pursuant to the second sentence of Section 1769 of the Civil Code. The use of the first sentence of Section 1769 of the Civil Code shall be excluded for the purposes of this Agreement.
- 1.2.11 Any reference to the word "determined" will (unless the contrary intention appears) mean a determination in accordance with Clause 27 (*Disputes*).
- 1.2.12 The Parties agree that, where the Operator is required to give its consent or to comment on a matter, it will always be deemed to be acting reasonably if the Operator reflects the relevant decisions or comments of the Concessionaire or the Public Authority.

- 1.2.13 Wherever in this Agreement provision is made for the giving or issuing of any notice, consent, approval, opinion, certificate or determination by any Person, then unless otherwise specified, such notice, consent, approval, opinion certificate or determination will be in writing and the words "notify", "certify", "determine", "approve" or "reject" will be construed accordingly.

## 2 Appointment of the Subcontractor

### Appointment and Scope of O&M Services

- 2.1 The Operator hereby appoints the Subcontractor, and the Subcontractor hereby agrees, to perform and supply and shall be obliged to perform and supply for the benefit of the Operator and the Concessionaire the following activities, services, works, supplies and performance upon the terms and conditions set out in this Agreement (the "O&M Services"):

2.1.1 ensuring operation and maintenance of the Project Road in compliance with (i) the requirements of the Legal Regulations, in particular without limitation the Roads Act, as amended and its implementing regulations (particularly the Decree No. 104/1997 Coll., as amended), and (ii) the maintenance programme prepared by the Concessionaire and approved by the Public Authority (the "Maintenance Programme for Special Regime Period"); and

2.1.2 ensuring safe operation and maintenance of those parts of the sections of the Project Road on which public road traffic occurs across the construction sites of such sections,

including, but not limited to, all of the activities, services, works, supplies and performance set out in Schedule 2 (*O&M Services-Fees*); and

2.1.3 performing any other activities, services, works, supplies and performance set out in Schedule 2 (*O&M Services - Fees*).

- 2.2 The O&M Services, as defined above, are split as follows and detailed in Schedule 2:

- Lump-sum services consisting in the patrolling, on-duty and winter maintenance (together the "Lump-Sum Services"), and
- any other activities, services, works, supplies and performance as set out in Schedule 2 and listed in the Price List attached in Schedule 2 ("Bill of Quantity Services")
- any other services that could be requested formally to the Subcontractor by the Operator (the "On-Demand Services").

Any monitoring and reporting obligations as well as all administrative, ancillary or similar works in relation to the O&M Services shall form part of the O&M Services.

- 2.3 The Subcontractor shall provide the O&M Services from 1 July 2021 (inclusive) until the earlier of the expiry of this Agreement pursuant to Clause 3 or termination of this Agreement pursuant to Clause 25.

**Performance at Own Risk**

2.4 Except as expressly provided in this Agreement, the Subcontractor shall carry out and perform its rights and obligations under this Agreement at its own cost and risk.

**3 Term**

3.1 The Agreement comes into full force and effect on the day of its execution by both Parties.

3.2 The Agreement shall expire after the lapse of twenty four (24) months from the day of its execution by both Parties (the "Initial Term"), unless terminated earlier pursuant to Clause 25 or extended pursuant to Clause 3.3. The Initial Term can be extended in accordance with Clause 3.3 (the Initial Term as may be extended hereinafter the "Term").

3.3 The Parties have expressly agreed that the Operator shall have the right to extend the Term in its sole discretion upon sending a written notice to the Operator not less than two (2) months before the last day of the Term (the "Option to Extend"). The Option to Extend shall specify the period for which the term of the Agreement shall be extended. The Parties expressly agree that the Operator may adjust the scope of the O&M Services for the extended period in accordance with Clause 18 (*Operator Changes*).

3.4 The Operator declares that it intends to exercise the Option to Extend taking into account the anticipated date of termination of the Special Regime Period as defined in the Concession Agreement.

**4 Representations, Warranties and Undertakings of the Subcontractor**

4.1 The Subcontractor warrants, represents and undertakes to the Operator that as at the date of this Agreement:

4.1.1 it is duly incorporated and is an existing company in accordance with the legal regulations of the Czech Republic and it has acquired all necessary authorisations, licences, consents and permits (including internal) that allow it to perform its obligations under this Agreement; and

4.1.2 any undertakings arising from this Agreement represent a valid and enforceable undertakings of the Subcontractor;

4.1.3 this Agreement has been executed in compliance with and the performance by the Subcontractor of its rights and obligations under this Agreement does not contravene:

(i) any Legal Regulation;

(ii) the incorporation or other Internal documents of the Subcontractor; or

(iii) any obligations which are binding on the Subcontractor or upon any of its assets or revenues.

4.1.4 the Subcontractor is not subject to any undertaking the performance of which would adversely affect its ability to perform its obligations under this Agreement;

- 4.1.5 no sanctions imposed by the Czech Republic or the European Union, and no sanctions otherwise jeopardizing the performance of this Agreement, have been imposed on the Subcontractor;
  - 4.1.6 the Subcontractor has obtained detailed knowledge and information about the Project Road prior to the execution of this Agreement and he is, as a company technically and professionally qualified in the area of operation and management of roads and related activities, fully capable of fulfilling all of the Subcontractor's obligations hereunder; and
  - 4.1.7 the Subcontractor has sufficient personal, material and financial capacities to perform all of the Subcontractor's obligations under this Agreement.
- 4.2 The Subcontractor undertakes that, during the validity of this Agreement:
- 4.2.1 it shall inform the Operator without undue delay as soon as the Subcontractor becomes aware of the fact that any litigation, arbitration or administrative proceedings, claim or dispute treated in any other manner may be threatened or pending if such litigation, arbitration or administrative proceedings, claim or dispute treated in any other manner could have a Material Adverse Effect;
  - 4.2.2 it shall not, without at least a three (3) months prior notice to the Operator, transfer, in whole or in part, its undertaking, business or a part thereof (in Czech závod nebo část závodu) or trade which relates to the performance of the O&M Services;
  - 4.2.3 any change in its business activities or change in its deed of incorporation will be notified promptly to the Operator.

## 5 Communications with Representatives

### The Operator Representative

- 5.1 The Operator will appoint an Operator Representative within five (5) Business Days after the date of execution of this Agreement, to control the overall performance by the Subcontractor of the Agreement and its duties and obligations under and pursuant to this Agreement. The Operator will give notice to the Subcontractor of the name and contact details of the Operator Representative, and of any replacement Operator Representative, at least fifteen (15) days before appointing a replacement Operator Representative.
- 5.2 The Operator Representative shall be the Operator's primary point of contact with the Subcontractor.
- 5.3 The Operator Representative will be responsible for communicating to the Subcontractor any decision, opinion, consent, approval, determination, certificate, valuation, notice or instruction with respect to all technical and operational matters relating to the O&M Services.

### The Subcontractor Representative

- 5.4 The Subcontractor shall appoint the Subcontractor Representative within five (5) Business Days after the date of execution of this Agreement. The Subcontractor shall submit to the Operator for consent the name and particulars of the proposed Subcontractor Representative and of any Person the Subcontractor proposes to

appoint as a replacement of the existing Subcontractor Representative at least fifteen (15) days before appointing a replacement Subcontractor Representative. If consent is withheld, or if the appointed Person materially fails to act as the Subcontractor Representative, the Subcontractor shall similarly submit the name and particulars of another suitable Person for such appointment.

**5.5** The Subcontractor Representative shall direct and control the overall performance by the Subcontractor of this Agreement and its duties and obligations under and pursuant to this Agreement.

**5.6** The Subcontractor Representative shall be the Subcontractor's primary point of contact with the Operator. The Operator may rely on statements and directions made by the Subcontractor Representative as if the same were made by the Subcontractor and is entitled to assume that it is acting as a representative of the Subcontractor and can bind the Subcontractor.

## **6 Relations and Communications with the Concessionaire, Public Authority and Independent Engineer**

**6.1** Upon Operator's instructions the Subcontractor shall cooperate with the Concessionaire, any representative of the Concessionaire, Public Authority, any representative of the Public Authority, the Independent Engineer and other persons authorized under the Concession Agreement to perform certain activities in relation to the Project, and shall provide them with assistance reasonably necessary for the discharge of the Operator's obligations under the Concessionaire O&M Agreement to the extent such cooperation and assistance does not disrupt the O&M Services.

**6.2** The Subcontractor shall not initiate or maintain any contact or communication directly with the Concessionaire, the Public Authority, the Independent Engineer or any of their representative in relation to any matter in connection with this Agreement, except at Operator's request (itself acting at Concessionaire's request). If the Public Authority enters into communications with the Subcontractor, the Subcontractor shall immediately inform the Operator and shall refer the Public Authority to the Operator.

## **7 Performance Standards**

**7.1** The Subcontractor shall (and shall procure that any Subcontractors and their employees shall) carry out and complete the O&M Services and its other obligations under this Agreement as follows:

**7.1.1** in accordance with this Agreement, the Standards, Customary Professional Practice and Necessary Permits;

**7.1.2** safely and in accordance with Health and Safety Regulations and all Legal Regulations;

**7.1.3** in compliance with the Maintenance Programme for Special Regime Period;

**7.1.4** in compliance with the terms of the insurance policies taken out by the Operator and the Subcontractor;

**7.1.5** in accordance with the Environmental Requirements; and

- 7.1.6 in accordance with the instructions of the Operator, provided such instructions are in accordance with this Agreement.
- 7.2 The Subcontractor shall notify the Operator without undue delay of the unsuitability of any instruction provided to it by the Operator in connection with this Agreement or the O&M Services.
- 7.3 The O&M Services shall be provided so as, *inter alia*, to ensure:
- 7.3.1 without prejudice to Clause 12, the uninterrupted and safe operation of the Project Road on a twenty-four (24) hour and seven (7) day basis;
  - 7.3.2 that at least one (1) lane is open to traffic in both directions at all times or appropriate diversions have been agreed with the Competent Institutions and other relevant public authorities and municipalities in advance; and
  - 7.3.3 that the Competent Institutions are able to perform their obligations (including emergency services, police).
- 7.4 The Subcontractor shall:
- 7.4.1 take all necessary actions to ensure in co-operation with the Competent Institutions the safe, smooth and uninterrupted flow of traffic and to keep traffic restrictions to a minimum;
  - 7.4.2 respond promptly to accidents, emergencies or other incidents;
  - 7.4.3 minimise the adverse effects of any accidents, emergencies or other incidents; and
  - 7.4.4 react promptly and efficiently in the event of any incident or emergency necessitating the evacuation of any lane of the Project Road.

In each case in accordance with and to the extent provided for in the Legal Regulations, Standards, Maintenance Programme for Special Regime Period and in accordance with Customary Professional Practice.

## 8 Staff and Resources

### General Obligations

- 8.1 The Subcontractor shall use sufficient staff and resources in the performance of the O&M Services so as to always ensure its proper performance of the O&M Services and shall ensure that all the Subcontractor Personnel carrying out the O&M Services are properly trained and qualified, competent and experienced to carry out their respective responsibilities.
- 8.2 The Subcontractor shall be responsible for the payment of employee salaries and mandatory labour related taxes, social security and health insurance. The Operator is in no way liable for a failure of the Subcontractor in performing these obligations.
- 8.3 The Subcontractor shall procure that the working conditions of all staff involved in the provision of the O&M Services comply with the mandatory provisions of Legal Regulations and Customary Professional Practice. The Subcontractor shall procure that all conditions required by Legal Regulations and in this Agreement are applied in respect of such staff.

**Compliance with Legal Regulations**

- 8.4** The Subcontractor will comply with all Legal Regulations regarding labour applicable to its employees and the employees of any Subcontractors and will require that the Subcontractor Personnel obey all Legal Regulations.

**SQE Documentation**

- 8.5** The Subcontractor shall comply with, and apply, the provisions of the safety, quality & environmental requirements (the "SQE Documentation").

**Health and Safety**

- 8.6** The Subcontractor shall and shall procure that Subcontractor Personnel will:
- 8.6.1** comply with the Legal Regulations regulating work safety and ensure that the requirements concerning security of operation during the O&M Services are met;
  - 8.6.2** fully co-operate in any investigation carried out by the Public Authority (and/or any other Competent Institutions legally entitled to make such investigation) and/or the Operator and/or the Concessionaire or on their behalf related to the breach of work safety or safety of operation in the performance of the O&M Services;
  - 8.6.3** use reasonable endeavours to enable the Public Authority (and/or any other Competent Institutions entitled to make such investigation) and/or the Operator and/or the Concessionaire to interrogate staff of the Subcontractor or its Subcontractors in connection with any investigation related to the subject of the Agreement ; and
  - 8.6.4** provide to the Public Authority copies of documents, records and other similar reference materials that the Public Authority (and/or any other Competent Institutions legally entitled to make such investigation) and/or the Operator and/or the Concessionaire requires for the purpose of the investigation pursuant to this Clause 8.6, unless under the Legal Regulations such reference materials are confidential. The Subcontractor acknowledges that the Public Authority (and/or any other Competent Institutions legally entitled to make such investigation) and/or the Operator and/or the Concessionaire will be entitled to keep such reference materials (or, as the case may be, copies thereof) for potential use in the investigation.
- 8.7** The Subcontractor shall, throughout the progress of the O&M Services, ensure the safety of all Persons on the Location and shall keep the Location in an orderly state, in accordance with Customary Professional Practice, to avoid danger to such Persons.
- 8.8** The Subcontractor shall ensure that the Operator's non-negotiable rules set out in Schedule 3 (*Operator's Non-Negotiable Rules*) to this Agreement are known, acknowledged and applied by any Person present on the Location (including the Subcontractors' personnel).
- 8.9** The Subcontractor hereby expressly acknowledges and agrees with the document "General Safety Requirements (GSR)" attached in Schedule 4 and based on this document, shall make his own "Site-Specific Risk Analysis (SSRA)".

- 8.10** The Subcontractor shall at any time throughout the progress of the O&M Services:
- 8.10.1** inform the Operator about any area where it is difficult or hazardous to comply with the health and safety requirements set forth in this Health and Safety Sub-section and therefore propose to and agree with the Operator on the necessary measures to be implemented to comply with the health and safety requirements; and
  - 8.10.2** alert the Operator Representative on any part of the Project Road where O&M Services should have been performed under this Agreement, in case of:
    - (i) any significant modification of the performance conditions of the O&M Services which has or is likely to have an impact on health and safety; or
    - (ii) any incident (death, bodily injury or property damage) occurring on the Location requiring emergency services involvement,and upon written instruction of the Operator Representative suspend the performance of the O&M Services.
- 8.11** The Operator and/or the Concessionaire shall have the right at any time to conduct health and safety audits and inspections on the Subcontractor's facilities, equipment, services, working procedures, the compliance with Legal Regulations and the Operator's and/or the Concessionaire's standards, and/or the performance of O&M Services upon fifteen (15) days' prior notice, or without prior notice if circumstances so require.
- 8.12** The Subcontractor shall promptly notify verbally to the Operator, every incident involving the Subcontractor Personnel (death or bodily injury) and/or materials, equipment and/or supplies (damage). The Subcontractor shall then send a written notice by e-mail to the Operator Representative within twenty-four (24) hours after the occurrence of the event. The written notice shall contain at least details of the following:
- 8.12.1** date of incident;
  - 8.12.2** type of incident;
  - 8.12.3** brief description of events and consequences;
  - 8.12.4** remedial actions immediately undertaken.
- 8.13** The Subcontractor shall investigate each incident to identify all the causes of the incident and to identify corrective measures to prevent the reoccurrence of any similar incident. The results of the investigation shall be documented in a formal written report and sent to Operator. Analysis and corrective action report shall be approved by the Operator.
- 8.14** Starting from 1 July 2021, the Subcontractor shall report on a monthly basis the following health and safety statistical information in relation to the Subcontractor Personnel:
- 8.14.1** number of workers physically present on Location;
  - 8.14.2** number of worked man hours on Location;

- 8.14.3 number of fatalities on Location;
- 8.14.4 number of lost work day cases, also referred to as Lost Time Injury (LTI) on Location;
- 8.14.5 number of work days lost, i.e. number of calendar days, beyond the first twenty-four (24) hours, during which the injured party is not able to work on Location. The count is stopped on the basis of a medical certificate authorizing the injured person to resume his work;
- 8.14.6 number of work-related injuries other than fatalities or lost work day cases, also referred to as Restricted Work Day Case (RWDC), Medical Treatment Case (MTC) and First Aid Case (FAC) on Location; and
- 8.14.7 summarised description of fatalities, lost work day cases and other significant incidents on Location,  
  
such report to include information for the previous month and on an aggregate basis for the last twelve (12) cumulative months.

## 9 Permits – consents

### Procuring the Necessary Permits

- 9.1 The Subcontractor shall, at its sole cost and risk, apply for, obtain, maintain and amend (as necessary) in its own name the Operator Consents.
- 9.2 Where the Operator is required by operation of Legal Regulations to apply for the Operator Consent in its own name, the Subcontractor shall inform the Operator about the need for such Operator Consent and the Operator may appoint the Subcontractor as its proxy by way of a power of attorney to do/execute any and all acts and things necessary in order to apply for, obtain, execute and deliver in its name and on its behalf such Operator Consent at the cost of the Subcontractor.
- 9.3 The Subcontractor shall do everything necessary and provide all assistance to the Operator applying for, obtaining and maintaining any Operator Consents (provided that the Subcontractor remains responsible for the expenses arising from Operator Consents).
- 9.4 In carrying out its obligations under this Clause 9, the Subcontractor shall take all necessary steps and acts, including:
  - 9.4.1 filing the appropriate applications with the Competent Institutions;
  - 9.4.2 keeping the Operator informed on any proceedings which the Subcontractor intends to initiate on behalf of the Operator and on the status of any proceedings to which the Operator will be a Party (including provision of copies of relevant documents) and proceeding and acting in accordance with instructions which the Operator may give to the Subcontractor; and
  - 9.4.3 transferring to the Operator any Operator Consents upon the Operator's request.
- 9.5 The Subcontractor shall not do anything that will invalidate any Necessary Permit and shall not fail to do anything required to maintain the validity of all Operator Consents.

## **10 Access to the Location**

- 10.1** Without prejudice to the rights of access that any Person may have under Legal Regulations, the Subcontractor shall allow, and shall procure that any of his Subcontractors of Second Level are bound in the relevant Subcontract of Second Level to allow, entrance to the Location at their own cost and risk and at any reasonable time to the Operator, Concessionaire, Public Authority, Independent Engineer, advisors and other persons appointed by the lenders providing funding in relation to the Project (including the LTA), their duly appointed representatives, and to such other Persons as directed by the Operator from time to time (including without limitation any Competent Institution, public utility or Interested Party).
- 10.2** The Subcontractor hereby acknowledges that the Public Authority shall have the right under the Concession Agreement to (in its absolute discretion) to refuse access to the Location or the Project Road to any Person if the Public Authority believes that the presence of such Person at the Location or the Project Road represents risk of damage to health or property or is undesirable on any other grounds.

## **11 Environmental Requirements**

- 11.1** The Subcontractor shall at all times, *inter alia*, ensure that it uses appropriate means in accordance with the requirements of the Public Authority to prevent (where possible) and otherwise to minimise any pollution which may be caused to the environment in carrying out the O&M Services.
- 11.2** The Subcontractor will promptly notify the Operator upon becoming aware of any actual or suspected environmental pollution and will liaise with the Operator as to the appropriate steps to be taken to minimise such contamination.
- 11.3** The Subcontractor hereby acknowledges and shall be bound by Schedule 5 (*Environmental Requirements*), and based on this document shall make his own "Environmental Protection Plan (EPP)".

### **Environmental Claims**

- 11.4** The Subcontractor will, promptly upon becoming aware of the same, inform the Operator in writing of any Environmental Claim against it which is current, pending or threatened.
- 11.5** The Subcontractor will, at all times, use its reasonable endeavours to minimise inconvenience to traffic on the Project Road.

## **12 Availability and safety of the Project Road**

- 12.1** The Subcontractor shall give Users adequate forewarning of any events affecting their use of the Project Road, except when this is not possible due to an emergency or an unforeseen event.
- 12.2** Without prejudice to Clause 12.1, if any maintenance, repair or other works, save for an emergency, necessitates interrupting or suspending the use of all or part of the Project Road, or the closure of the Project Road, for any period of time, the Subcontractor shall give to the Operator and to all affected Users, by means available in accordance with best practice applied when operating roads in the Czech Republic, prior notice thereof. In the case of an emergency, no prior notification is required,



however, the Subcontractor shall give to the Operator the records relating thereto without undue delay.

- 12.3 The Subcontractor shall, at all times, use its reasonable endeavours to minimise inconvenience to traffic on the Project Road.
- 12.4 The Subcontractor shall ensure day-to-day security of the sections of the Project Road on which the Subcontractor is carrying out the O&M Services. The Subcontractor shall further take all appropriate precautions to keep unauthorised persons off the Location. The Subcontractor shall take all appropriate precautions to keep its personnel and equipment and procure that the Subcontractor Personnel take all necessary precautions to keep their personnel and equipment, within the Location and prohibit them from encroaching on adjacent land areas.

### 13 Inspections, Records and Reporting Obligations

#### General

13.1 The Subcontractor shall:

- 13.1.1 comply with all monitoring, reporting and other requirements attributable to the performance of the O&M Services,
- 13.1.2 comply with the Subcontractor's other reporting obligations as set out in the Legal Regulation in respect of the O&M Services,

It being understood that all monitoring or reporting obligations are part of the O&M Services as long as they come from the Public Authority or are within the scope of the O&M Services provided by the Subcontractor under this Agreement.

### 14 Constructor and warranty periods

#### Work by the Constructor

14.1 The Subcontractor undertakes to co-operate fully at all times with the Constructor in order to enable the Constructor to perform its duties under the Construction Sub-Contract and will allow the Constructor reasonable access to the Location and the Project Road at such times as the Constructor may reasonably require for the performance of its obligations under the Construction Sub-Contract.

#### Notification of Defects

14.2 The Subcontractor shall promptly notify the Operator of any Defects that come to its attention (the "Defects Notification"). The Defects Notification must comply with the following conditions:

- 14.2.1 The Subcontractor shall notify to the Operator in writing any Defect(s) as soon as reasonably practicable and in any case not later than within three (3) Business Days after the Subcontractor becomes aware about such Defect(s) while performing its obligations under this Agreement (including potential extensions thereof),
- 14.2.2 The notification shall contain sufficient information concerning the Defects in order for the Operator to immediately identify the Defect (and shall include localisation of the Defect, description of the Defect and photo documentation).

**Preservation of Rights**

- 14.3** In performing any O&M Services on the Project Road, the Subcontractor shall ensure that it does not prejudice any rights that the Concessionaire and the Operator may have against the Constructor (including any warranty rights and rights for the rectification of defects).

**15 Duties of the Parties**

**Duties of the Operator**

**15.1** The Operator will:

- 15.1.1** provide such instructions and respond to any request for consent and instruction as may be required from time to time as soon as is reasonably practicable;
- 15.1.2** provide to the Subcontractor all relevant information which is in its possession, custody or control and which is necessary to enable the Subcontractor to perform its obligations under this Agreement; and
- 15.1.3** pay the Monthly Flat Fee, Price List Fee and any other amount properly due to the Subcontractor under this Agreement.

**15.2** Without prejudice to the other provisions of this Agreement, the Subcontractor shall as part of its obligations to provide the O&M Services pursuant to this Agreement:

- 15.2.1** not obstruct or delay any Other Contractor and its personnel from carrying out its obligations or duties on the Location under such Other Contractor's contract with the Operator or the Concessionaire;
- 15.2.2** co-operate with each Other Contractor in order to allow the Operator to comply with its obligations under the Concessionaire O&M Agreement;
- 15.2.3** facilitate the work of, or the employees or contractors of the Operator, Concessionaire, Public Authority, any Competent Institutions, any Interested Party and any public utility company which may be carried out on the Location or in areas adjacent to the Location and shall allow them for this purpose reasonable access to the Location;
- 15.2.4** accept instructions from the Operator (including the Operator Representative), including without limitation to change the way of providing or to suspend the provision of O&M Services;
- 15.2.5** allow access to the Location to any Person authorised by the Operator; and
- 15.2.6** implement and comply with the provisions of the SQE Documentation in respect of the O&M Services.

**15.3** The Subcontractor shall provide (at its own costs) the Operator with any other information, copies of documents, records and other similar reference materials relating to the O&M Services or the Project Road required by the Operator from time to time in connection with this Agreement or the subject matter thereof.



## **16 Contractual penalties**

- 16.1** When the Subcontractor is repeatedly notified of a breach of any of the obligations arising from the Legal Regulations governing the operation and maintenance of the Project Road as referred to in Clause 2.1 (including the Subcontractor's obligation to ensure operation and maintenance of the Project Road in compliance with Legal Regulation), the Operator has a right to charge the Subcontractor a contractual penalty of CZK [REDACTED] for each individual case of such breach, and such a penalty may only be imposed upon the Subcontractor once in a relevant month for each individual breach.
- 16.2** The Operator may demand full compensation of any damage caused by a breach of this Agreement regardless of the Subcontractor's payment of any contractual penalty. Payment of any penalty under this Agreement does not relieve the Subcontractor of its duty to fulfil the relevant obligation.
- 16.3** It is expressly acknowledged and agreed that the Operator will be entitled to deduct or withhold from payment on a Due Date any penalty that the Operator is entitled to deduct through its rights of set-off under this Agreement or pursuant to Clause 20.

## **17 Subcontractors**

- 17.1** The Subcontractor may use Subcontractors of Second Level to perform his obligations under this Agreement only with a prior written approval of the Operator. The Operator may reject any Subcontractor of Second Level in its sole discretion and in particular should the engagement of the relevant Subcontractor of Second Level conflict with the provisions of the Concessionaire O&M Agreement and/or the Concession Agreement. If the Operator rejects the relevant Subcontractor of Second Level, the Subcontractor shall be obliged to perform the relevant services or works on its own or propose a different Subcontractor of Second Level.
- 17.2** Approval of a Subcontractor of Second Level or performance of any activities under this Agreement by an approved Subcontractor of Second Level does not in any way relieve the Subcontractor of its obligations according to this Agreement. The Subcontractor shall be liable for the performance of Subcontractors of Second Level as if he performed by himself.
- 17.3** The Subcontractor of Second Level shall not further subcontract any part of the O&M Services to any Person.
- 17.4** The Subcontractor shall not agree in any Subcontract of Second Level payment terms that make payment under the relevant Subcontract of Second Level conditional on the payer receiving payment from the Operator or any other third party. The Subcontractor shall provide any Subcontract of Second Level to the Operator upon request for the purpose of the Operator's monitoring of compliance with the Subcontractor's obligation under this Clause.
- 17.5** The Subcontractor agrees and shall procure that each Subcontractor of Second Level agrees in the relevant Subcontract of Second Level to accept the direct intervention of the Public Authority in the circumstances set out in and in accordance with the Concession Agreement.

**18 Operator Changes**

**18.1** The Operator may at any time require changes to the O&M Services by handing over to the Subcontractor a written request setting out details of the changes required by the Operator in accordance with Clause 18.2 (the "Operator's Change Request").

**18.2** The Operator shall state in the Operator's Change Request:

**18.2.1** sufficient detail of the Operator's Change Request for the Subcontractor to be able to compile an estimated change in the Fees; and

**18.2.2** reasonable deadline for the Subcontractor to submit a reply and the estimated change in the Fees to the Operator and in any event such deadline shall not be any shorter than fifteen (15) Business Days after delivery of the Operator's Change Request.

**18.3** The Subcontractor shall submit a reply as soon as reasonably possible (taking into account the time reasonably required for receiving necessary input from its Subcontractors) and in any event no later than by the deadline set out in the Operator's Change Request. The reply shall contain the following information:

**18.3.1** whether it will be necessary to provide the Subcontractor with relief from carrying out its obligations under this Agreement;

**18.3.2** any necessary changes to the O&M Services resulting from such Operator's Change Request;

**18.3.3** whether any changes are required to the terms of this Agreement;

**18.3.4** whether the implementation of the Operator's Change Request will directly result in an increase in the costs of or Loss of revenue to the Subcontractor;

**18.3.5** any Capital Expenditure that is required to implement the Operator's Change Request or which may be saved;

**18.3.6** any official permits, authorizations or other decisions that will be required to implement the Operator's Change Request;

**18.3.7** whether the Operator's Change Request will or is expected to cause a breach under this Agreement or, as the case may be, the Subcontractor's inability to perform its obligations under this Agreement; and

**18.3.8** the proposed manner of acceptance of carrying out the alterations to the O&M Services or Project Road to be affected by the Operator's Change Request.

The Subcontractor shall not be allowed to subsequently raise any claims in relation to any negative effects of the Operator's Change Request which are not included in its reply.

**18.4** As soon as the Operator receives the Subcontractor's reply pursuant to Clause 18.3, the Parties shall discuss its contents and shall seek to agree:

**18.4.1** the manner of evidencing that the Subcontractor has used best endeavours to, and has made best endeavours to procure that its Subcontractors (including, as the case may be, by obtaining competitive bids), mitigate any increase and maximise any reduction of the costs;

- 18.4.2 the manner of determination of the amount of the Capital Expenditure required, compared to the original estimate and calculated in a manner consistent with the Fees; and
- 18.4.3 the necessary changes to the terms of this Agreement (including any changes in the amount of the Fees whereas the Subcontractor is entitled only to compensation of efficiently incurred reasonable direct costs).
- 18.5 If the Parties cannot agree the issues set out in Clause 18.4, their Dispute shall be determined in accordance with Clause 27 save where the Operator's Change Request is as a result of an equivalent request for change by the Public Authority under the Concession Agreement and/or the Concessionaire under the Concession Agreement or the Concessionaire O&M Agreement. Any determination or agreement made or reached under the Concession Agreement or the Concessionaire O&M Agreement shall be binding on the Parties in respect of such Dispute.
- 18.6 As soon as the Parties have reached an agreement or, in the case of a Dispute, determination pursuant to Clause 18.5, the Operator shall, without undue delay, either:
- 18.6.1 confirm in writing its consent to the agreed terms and other conditions for the implementation of the Operator's Change Request; or
- 18.6.2 withdraw the Operator's Change Request.
- 18.7 If the Operator fails to confirm its consent to the agreed conditions for the implementation of the Operator's Change Request within fifteen (15) Business Days from the day when the contents of the reply were agreed in accordance with the procedure set out in Clause 18.4 or determined pursuant to Clause 18.5, the Operator's Change Request shall be deemed to have been withdrawn.
- 18.8 If the Subcontractor does not use its own resources to implement the Operator's Change Request, it shall proceed in accordance with Customary Professional Practice to obtain the best value for money for the Operator in purchasing goods or services necessary to implement the Operator's Change Request, taking into account all relevant circumstances.
- 18.9 Where the Operator's Change Request is as a result of an equivalent request for change by the Public Authority under the Concession Agreement and/or the Concessionaire under the Concession Agreement or the Concessionaire O&M Agreement, the Subcontractor's entitlement to compensation and relief from its obligations shall not exceed the compensation and relief from obligations received by the Operator under the Concessionaire O&M Agreement.
- 18.10 Upon agreement to a Change or an Operator's Change Request under this Clause 18 (*Changes*), provisions of this Agreement will apply *mutatis mutandis* to the Standards and O&M Services as amended, and all the undertakings of the Subcontractor concerning the O&M Services contained in this Agreement will apply to the carrying out of any such O&M Services, unless otherwise agreed.

## 19 Performance Emergency Services

### Emergency Services

**19.1** If an emergency occurs which cannot be resolved by regular provision of the O&M Services, the Operator may instruct the Subcontractor to procure the provision of such additional or substitute services so that:

19.1.1 the emergency is resolved; and

19.1.2 regular provision of the O&M Services is restored as soon as possible,

("Emergency Services") provided that the provision of such Emergency Services is not contrary to the Subcontractor's obligations under this Agreement.

**19.2** In the event of a State of Crisis, the Subcontractor shall perform the O&M Services in the extent set out in the Agreement and, eventually, fulfill other road maintenance obligations in the State of Crisis according to the relevant Legal Regulations and/or such obligations as directed by the Operator.

## 20 Fees

### Remuneration

**20.1** The Operator will pay to the Subcontractor a fee for the O&M Services, in each case, duly and properly performed by the Subcontractor in accordance with this Agreement, as follows:

20.1.1 monthly fee for the Lump-Sum Services (the "Monthly Flat Fee"); and

20.1.2 the respective unit price in Schedule 2 (*O&M Services- Fees*) for: (i) the Bill of Quantity Services the provision of which in the respective calendar month (including the scope in which the service shall be provided and the price) has been approved (in advance in writing by the Operator and (ii) On-Demand Services which the Operator has requested and the Subcontractor has performed in the respective calendar month (if any) (the "Price List Fee")

(the Monthly Flat Fee and the Price List Fee for respective calendar month together the "Monthly Fee").

**20.2** The Monthly Fee shall be the only, fixed and final remuneration payable to the Subcontractor for the performance of its obligations under this Agreement and shall, for avoidance of any doubt, cover compensation of all of the Subcontractor's costs and expenses incurred in relation to this Agreement and the Subcontractor's performance of the obligations under this Agreement.

**20.3** The Subcontractor agrees that any monitoring and reporting obligations as well as all administrative, ancillary or similar works in relation to the O&M Services are already included in the Monthly Fee.

### Sufficiency of Fees

**20.4** The Subcontractor will be deemed to have satisfied itself as to the correctness and sufficiency of the Fees to cover all costs, expenses and contingencies in relation to the performance of the O&M Services and the other obligations of the Subcontractor

hereunder including all direct and indirect taxes, duties, contributions, rates and other charges payable to any Competent Institutions.

**Setting Off**

If the Parties have mutual claims, such claims can be extinguished by set-off.

**21 Payment**

**Invoice**

- 21.1** Within three (3) days after the end of the calendar month, the Subcontractor shall submit to the Operator a list of all the activities (Lump-Sum Services, Bill of Quantity Services set out in the relevant Bill of Quantity and On-Demand-Services) duly performed during the last calendar month which are subject to the Price List Fee together with specification of the corresponding prices it wants to be invoiced to the Operator (the "Payment Request"). The Operator will promptly approve the Payment Request provided that it includes sufficient information and supporting documents to establish to the Operator's satisfaction that the Subcontractor is entitled to the Price List Fee requested.
- 21.2** Without undue delay after the Operator's approval of the Payment Request, the Subcontractor will submit to the Operator an invoice setting out the Monthly Flat Fee and the Price List Fee (in the amount approved by the Operator pursuant to Clause 21.1) payable for that month.
- 21.3** Payment of the Monthly Flat Fee and the Price List Fee in accordance with this Agreement will be made on the Due Date.

**Currency**

- 21.4** All monies payable under this Agreement will be paid in Czech Crowns to the Subcontractor's bank account opened with the bank in the Czech Republic as outlined in the invoice.

**Due Date**

- 21.5** Provided that the Operator approves the Payment Request according to Clause 21.1, the Subcontractor submits an invoice to the Operator in accordance with Clause 21.2 and subject to Clauses 21.6 to 21.8, the invoiced Monthly Fee will be payable within forty (40) days following the date on which the invoice has been issued in accordance with this agreement and delivered to the Operator (the "Due Date").

**Disputed Amounts**

- 21.6** If, upon receipt of an invoice from the Subcontractor, the Operator, in good faith, disputes a portion of any invoice, it will give notice to the Subcontractor, stating the amount the Operator believes to be due and specifying the reasons for the difference. No disputed invoice will entitle the Subcontractor to suspend or diminish any of the O&M Services.
- 21.7** The Operator will be entitled to deduct or withhold from payment on a Due Date any amounts that the Operator is entitled to deduct through its rights of set-off under this Agreement. The Operator may deduct withhold amounts disputed under Clause 21.6 but will provide reasonable notice to the Subcontractor of the reason for the deduction and the Parties will attempt to resolve the issue through good faith discussions.

**21.8** If, following discussions between the Parties, it becomes evident that a Dispute exists in respect of an invoice submitted by the Subcontractor and/or payment rendered by the Operator and such Dispute cannot be resolved by discussions between the Parties, the Dispute will be resolved under Clause 27 (*Disputes*). Once the disputed portion has been agreed or resolved, a separate debit or credit note will be issued by the Subcontractor with respect to such disputed portion.

**Default Interest**

**21.9** Default interest calculated in accordance with the Civil Code, as amended, will accrue daily on any amount payable by the Operator under this Agreement from the Due Date until the date of settlement in full, provided that default interest on withheld or disputed payments will not become payable unless and until such Dispute will have been resolved in accordance with the terms of this Agreement. The receiving Party will be entitled to such interest without formal notice.

**VAT**

**21.10** Amounts due under this Agreement are stated exclusive of VAT which will, where applicable, be charged in addition thereto at the rate applicable under the Legal Regulations of the Czech Republic on the day of taxable transaction. The claiming Party will specify the relevant VAT on a VAT invoice, which shall be in the form required by the Legal Regulations.

**22 Insurance**

**22.1** During the whole duration of this Agreement, the Subcontractor is obliged to take out and maintain the following insurances with insurers that are acceptable to the Operator (acting reasonably):

- 22.1.1** employer's insurance, in accordance with the statutory duties of an employer under the applicable Legal Regulation;
- 22.1.2** third party motor insurance covering the motor vehicles owned by the Subcontractor up to the amount required by Legal Regulation;
- 22.1.3** third-party liability insurance, all risks insurance, environmental liability insurance;
- 22.1.4** such other insurances as are required by Legal Regulation.

**22.2** The Subcontractor shall cause its Subcontractors to take out and maintain insurance policies listed in Clause 22.1 above.

**22.3** The Subcontractor shall, promptly after having obtained such insurances and upon the request of the Operator, provide the Operator with evidence that it has complied with its obligations under this Clause 22.

**22.4** The Subcontractor shall take such actions so as to avoid a Subcontractor Event of Default under Clauses 25.2.9.

**22.5** The Subcontractor shall submit to the Operator a copy of the relevant policy or a certificate summarising policy cover.

**22.6** If the Subcontractor fails to effect and keep in force any of the insurances required to be supplied by it under this Agreement or fails, within fourteen (14) days of a request

from the Operator, to provide evidence of such coverage, the Operator may effect insurance for the relevant coverage at the cost of the Subcontractor.

- 22.7** The Subcontractor shall notify the Operator within thirty (30) days of becoming aware of any claim in excess of ten million Czech crowns (CZK 10,000,000) on any of the insurance policies referred to in Clause 22 and, if required by the Operator, attach full details (to the extent then available) of the incident giving rise to the claim.
- 22.8** The Subcontractor shall, where it is obliged to effect insurance under this Clause 22 not bring any claim against the Operator in respect of any Loss in circumstances where the Subcontractor is able to recover such Loss under such insurance (or where it would have been able to recover such Loss had it been complying with its obligations under this Agreement).

#### **Insurance Premia**

- 22.9** Each Party will be responsible for and will bear the cost of:
- 22.9.1** any premium in respect of the policies of insurance such Party is required to obtain under this Agreement; and
  - 22.9.2** any excess or deductible in respect of the policies of insurance with respect to a Claim attributable to such Party or arising from risks and responsibilities assumed by it.

### **23 Inspection and Audit Rights**

#### **General**

- 23.1** The Subcontractor acknowledges and accepts that the Operator has the right to monitor, including through access to the Locations, the compliance of the Subcontractor and any Subcontractors with any aspect of this Agreement. Furthermore, the Subcontractor acknowledges that the Public Authority, Concessionaire as well as the Independent Engineer and their representatives have certain monitoring, audit and inspection rights in respect of the operation and maintenance of the Project Road, including through access to the Locations.
- 23.2** The Subcontractor expressly agrees to allow the aforementioned parties to access the Locations and provide them with reasonable assistance to exercise their monitoring, audit and inspection rights in relation to the operation and maintenance of the Project Road under the terms of the Concession Agreement (as instructed by the Operator from time to time).
- 23.3** The inspection or approval of the operation and/or maintenance of the Project Road (or directions or instructions given to the Subcontractor) by the Operator, Public Authority, Concessionaire or any other Person on its or their behalf will not relieve the Subcontractor in any way from any of its obligations, liabilities or responsibilities under this Agreement.

#### **Rectification**

- 23.4** If any results of any inspection by the Operator, Concessionaire or the Public Authority reveal any defect, breach and/or non-compliance with the terms of this Agreement, the Subcontractor will remedy such defect, breach and/or non-compliance to the original standard as required by the terms of this Agreement in accordance with

Clause 24 (*Performance Regime and Procedure upon Subcontractor Default*). The Subcontractor shall not have the right to object to a late notification of defects (based on Sections 2111, 2112, or 2618 and/or 2629 of the Civil Code or otherwise) and the Operator's rights ensuing from this Agreement shall be maintained if such defects are notified to the Subcontractor within fifteen (15) Business Days after the Operator becomes aware of such defects.

## **24 Performance Regime and Procedure upon Subcontractor Default**

### **Cure Notice**

#### **24.1 If at any time:**

- 24.1.1 the Subcontractor fails to perform any of the O&M Services;
- 24.1.2 performance of any of the O&M Services fails to meet the required level for such O&M Services or comply with any conditions as required in this Agreement; or
- 24.1.3 the circumstances described in Clause 23.4 occur,

the Operator may serve a written notice (a "Cure Notice") on the Subcontractor requiring the Subcontractor to remedy such failure within the time specified in the Cure Notice (at the discretion of the Operator) or substantially commence such remedy within the period stated in the Cure Notice. The Subcontractor shall not have the right to object to a late notification of defects (based on Sections 2111, 2112, or 2618 and/or 2629 of the Civil Code or otherwise) and the Operator's rights ensuing from this Agreement shall be maintained if such defects are notified to the Subcontractor within fifteen (15) Business Days after the Operator becomes aware of such defects.

- 24.2 Any remedy by the Subcontractor of the circumstances specified in a Cure Notice will be at the Subcontractor's own cost and expense and in no circumstances will the Subcontractor be entitled to make any claim for payment or otherwise against the Operator in respect of the costs of the remedy.

### **Failure to Remedy**

- 24.3 If at any time the Operator serves a Cure Notice on the Subcontractor and the Subcontractor fails to remedy the failure or (if applicable) substantially commence such remedy within the period stated in the Cure Notice, then the Operator may, without prejudice to any other right or remedy available to it, and including following termination or expiry of this Agreement:

- 24.3.1 take such steps as may be necessary to remedy such failure or engage others to take such steps at the Subcontractor's cost and expense;
- 24.3.2 deduct, from the date of issue of the Cure Notice until such time as the failure specified therein is remedied, from the Monthly Flat Fee and Price List Fee any amounts which are attributable to the O&M Services which have not been provided or have not been properly provided by the Subcontractor;
- 24.3.3 deduct, from the date of issue of the Cure Notice, from the Monthly Flat Fee and Price List Fee any amounts of damages (including lost revenue from the Concessionaire) attributable to such non-performance; and
- 24.3.4 terminate this Agreement by notice in writing having immediate effect.

**24.4** The Subcontractor shall reimburse to the Operator all the costs and expenses (including any costs and expenses attributable to the employment of further staff to monitor any material or persistent breach) properly and reasonably incurred by the Operator in dealing with or remedying the Subcontractor's failure and any defect, breach and/or non-compliance by the Subcontractor with the terms of this Agreement.

## **25 Termination**

### **Ordinary termination**

**25.1** Either Party may terminate this Agreement at any time with a three-month period of notice.

### **Termination by the Operator due to Default by the Subcontractor**

**25.2** The following are "**Subcontractor Events of Default**":

- 25.2.1** if by reason of actual financial difficulties, the Subcontractor stops or suspends (or announces an intention to stop or suspend) making payments on any of its debts with financial institutions;
- 25.2.2** where a claim is made against, or a debt is due to be paid by the Subcontractor, and the Subcontractor is unable (or is deemed by any law or court to be unable) or admits inability to pay its debts as they fall due;
- 25.2.3** to the extent possible under the laws of its jurisdiction of incorporation, a moratorium (or a similar procedure) is agreed, declared or comes into force in respect of any indebtedness with any financial institutions of the Subcontractor;
- 25.2.4** any of the representations, warranties and undertakings of the Subcontractor under Clause 4 is or becomes untrue or incorrect or is breached by the Subcontractor;
- 25.2.5** the Subcontractor enters into liquidation or becomes insolvent or bankrupt or a restructuring is approved over the Subcontractor or the Subcontractor Parent Guarantor or an insolvency petition is filed against the Subcontractor or the Subcontractor Parent Guarantor according to the respective insolvency laws (in particular Act No 182/2006 the Czech Insolvency Act), as amended;
- 25.2.6** any expropriation, execution or other legal process affecting any material asset or assets of the Subcontractor, having negative direct impact on the Subcontractor's performance of the O&M Services;
- 25.2.7** the Subcontractor has failed to make any payment which is greater than one hundred thousand Czech Crowns (CZK 100,000) to the Operator within ten (10) Business Days after the Due Date in respect of that payment;
- 25.2.8** the Subcontractor assigns any of its rights or obligations under this Agreement in breach of Clause 28 (*Assignment*);
- 25.2.9** a failure to take out or maintain in full force and effect the required insurance as set out in Clause 22.1 unless such insurance is replaced by insurance on substantially similar terms and in a form and substance satisfactory to the

Operator within fifteen (15) Business Days of the Subcontractor becoming aware or receiving notice of the failure;

- 25.2.10 the Subcontractor does not comply with the Environmental Requirements relating to the provision of the O&M Services;
- 25.2.11 the Subcontractor suspends the provision of the O&M Services for a continuous period of ten (10) Business Days without due cause;
- 25.2.12 the Subcontractor commits any other gross or repeated breach of any obligation under this Agreement, including a gross or repeated breach of any obligation referred to under Clause 2.1.1 or Clause 2.1.2.

**25.3** If a Subcontractor Event of Default occurs, the Operator is entitled to terminate the Agreement with immediate effect. The Operator is further entitled to terminate this Agreement where termination right is specifically agreed in other Clauses of this Agreement.

#### **Termination by the Subcontractor due to Default by the Operator**

**25.4** The Subcontractor may terminate this Agreement with immediate effect if the Operator defaults on a Monthly Fee under this Agreement for more than 60 Business Days after the Due Date despite the Subcontractor's invoice having been duly issued and all other conditions for the relevant payment having been duly satisfied in accordance with this Agreement, and the Operator does not remedy such breach within an additional period of at least 15 Business Days of the Subcontractor's written notice.

#### **Termination Procedure**

**25.5** Any termination pursuant to Clause 25 will be effected by the terminating Party sending notice to the other Party terminating this Agreement in accordance with Clause 32 (*Notices*).

#### **Effects of Expiry or Termination of this Agreement**

**25.6** Upon the termination or expiry of this Agreement, except in case of termination by the Subcontractor for Operator's default, the Subcontractor will bear the cost of any termination or employment compensation it is obliged to pay by Legal Regulation to employees and/or any expenses it incurs in relation to the employment contracts agreed by the Subcontractor. In case as result of the termination of this Agreement, the Subcontractor's employees and/or their employment relationships are transferred (or are deemed to be transferred) to the Operator, the Subcontractor shall be obliged to compensate to the Operator all costs of termination of employment of such employees and their employment relationships.

## **26 Takeover Procedures**

**26.1** Upon the termination or expiry of this Agreement for any reason, the Subcontractor shall:

- 26.1.1 co-operate in good faith with the Operator and any other Person designated by the Operator to take over the operation and maintenance of the Project Road in order to ensure the continued operation and maintenance of the Project Road without any disruption to Users;

- 26.1.2 take immediate steps to end the O&M Services, except for any O&M Services as it may have been instructed to do by the Operator, in an orderly manner but with all reasonable speed and economy and vacate the Location safely without causing any danger to any Person using the Project Road;
- 26.1.3 hand over to the Operator upon request (or a Person the Operator designates), at the time and in the Locations designated by the Operator, the Project Road (all of the sections which it operates or maintains) as well as all the Operator's equipment, assets or things in its possession or control, such Operator's equipment to be in a good state of repair;
- 26.1.4 promptly provide to the Operator copies of all manuals, documents and other information then in existence and in its possession in connection with any of the design, construction, operation and maintenance of the Project;

#### **Survival of Obligations**

- 26.2 Upon the termination of this Agreement, the Parties will have no further rights or obligations under this Agreement except for rights and obligations which arose prior to or as a result of such termination and those rights and obligations which expressly survive termination pursuant to this Agreement.

## **27 Disputes**

#### **Escalation and Dispute Resolution**

- 27.1 If a Dispute arises between the Parties regarding the interpretation or performance of any provision hereof, such Dispute shall be first submitted for resolution to representatives of the Parties as follows:
  - 27.1.1 the commencement of a Dispute shall be notified by the initiating Party in writing to the other Party;
  - 27.1.2 the Parties shall negotiate in relation to the Dispute in good faith and with the aim of resolving the Dispute in a manner that best complies with the spirit and purpose hereof; and
  - 27.1.3 should the Parties fail to agree a resolution of the Dispute within thirty (30) Business Days of the initiation of the Dispute, either Party may submit the Dispute to a competent court.

#### **Court Proceedings**

- 27.2 Any Dispute which may arise as a result or in connection with the Agreement shall be adjudicated by competent court in Czech Republic.

#### **O&M Services to Continue**

- 27.3 The Subcontractor shall be obliged to continue to perform all of its obligations, including in particular all of the O&M Services, under this Agreement even if there is a Dispute.

**28 Assignment**

- 28.1 The Operator may assign this Agreement or transfer/assign any of its rights, claims or obligations under this Agreement to any third person without the consent of the Subcontractor.
- 28.2 The Subcontractor may only assign this Agreement or assign any of its rights under this Agreement to any third person with a prior written consent of the Operator.

**29 Confidentiality**

**Publication of Agreement**

- 29.1 Subject to the further provisions of this Clause 29, all proprietary records, reports, accounts and other documents and information forwarded or made available to any Party in connection with the Project, including, but not limited to, the contents of this Agreement and Concessionaire O&M Agreement and any records created and maintained in accordance with the Concessionaire O&M Agreement, Concession Agreement or this Agreement or any part or extract of the same ("**Confidential Information**"), will be treated as confidential and shall not be used for any purpose other than relating to the Project and the receiving Party, and each Party shall take or cause to be taken such reasonable precautions as are taken or used in respect of such Party's own information of similar importance.
- 29.2 The Subcontractor shall not make use of this Agreement or any information issued or provided by or on behalf of the Public Authority, the Concessionaire or the Operator in connection with this Agreement otherwise than for the purpose of this Agreement, except with the written consent of the Public Authority, the Concessionaire or the Operator (as applicable).
- 29.3 Where the Subcontractor, in carrying out its obligations under this Agreement, is provided with information relating to Users of the Project Road, the Subcontractor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Subcontractor has sought the prior written consent of that User, and has obtained the prior written consent of the Public Authority. Where the Subcontractor, in carrying out its obligations under this Agreement, is provided with information from or by a third party, the Subcontractor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Subcontractor has sought the prior written consent of that third party and has obtained the prior written consent of the Public Authority.

**Permitted Disclosures**

- 29.4 For the purposes of this Agreement, the Operator may forward or make available Confidential Information to:
  - 29.4.1 any then current employee, agent or servant or any Affiliate in connection with the Project;
  - 29.4.2 the Public Authority or Concessionaire;
  - 29.4.3 lenders providing funding in connection with the Project or their agent; or

29.4.4 with respect to any matters reasonably related to their profession, any independent accountants, legal counsel or other consultants employed by the Operator or any lender providing funding in connection with the Project.

The Subcontractor may disclose the terms of this Agreement to its employees, legal counsels or tax advisors provided that disclosure to the above Persons will be subject to the confidentiality provisions herein.

#### Exceptions

29.5 The provisions of Clauses 29.1 to 29.3 do not apply to information:

29.5.1 which will, after the date of this Agreement, be published or become otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by a Party in contravention of the obligations in this Clause 29;

29.5.2 made available to the recipient Party by a third party who is entitled to divulge such information and who is not under any apparent obligation of confidentiality in respect of such information to the other Party as far as the recipient Party is aware or should reasonably have been aware, which has not been disclosed under an express statement that it is not confidential;

29.5.3 required to be disclosed by Legal Regulations or court order or public authority;

29.5.4 which has been independently developed by the disclosing Party otherwise than in the course of the exercise of that Party's rights under this Agreement or the implementation thereof;

29.5.5 which, in order to perform its obligations under or pursuant to this Agreement, either Party is required to disclose to a third party, including, in the case of the Subcontractor, to a Subcontractor or a prospective Subcontractor, provided that:

(i) in the case of disclosure to a Subcontractor or a prospective Subcontractor, the information is necessary for the performance or prospective performance of the relevant Subcontract; and

(ii) the Party disclosing the information makes every reasonable effort to obtain confidential treatment by the Person to whom the information is disclosed;

29.5.6 which the recipient Party can prove was already known to it before its receipt from the disclosing Party.

#### Survival after Termination

29.6 Without prejudice to the survival of any other Clauses, the provisions of this Clause 29 will apply from the date of signature of this Agreement and survive the termination or expiry of this Agreement by three (3) years.

## **30 Intellectual Property Rights**

### **License for the Operator**

- 30.1** For the use, operation and maintenance of the Project Road and all other purposes arising out of this Agreement, the Subcontractor hereby grants to the Operator a non-exclusive licence territorially limited to the Czech Republic, transferrable and unlimited in time, in respect of any Intellectual Property Rights relating to any items constituting industrial or intellectual property owned by the Subcontractor. The Subcontractor undertakes to grant a sublicense to the Operator to exercise the Intellectual Property Rights in respect of any items constituting industrial or intellectual property owned by third parties (whereas the Subcontractor is obliged to acquire such rights) that are applied in connection with the use, operation and maintenance of the Project Road hereunder, to the maximum extent possible. In the event that the sublicense is subject to certain limitations, the Subcontractor shall accordingly inform the Operator in advance of any such limitations. Also, the Subcontractor hereby grants to the Operator a right which is non-exclusive, territorially limited to the Czech Republic, transferrable and unlimited in time to use the know-how and other technical information provided by the Subcontractor to the Operator in connection with this Agreement. Where the Subcontractor is not the author or originator of the relevant work (in Czech *dílo*), the Subcontractor undertakes to ensure with any third parties (in particular with its employees and subcontractors) that the Operator will be authorised to use, operate, maintain or change, merge or otherwise amend the work or any part of the same without their consent and without being obliged to pay any special remuneration to such persons.
- 30.2** The Operator is not obliged to make use of the licence or the sublicense or any rights under this Clause.
- 30.3** The licence fee for granting the licence and the fee for granting any other rights pursuant to this Clause 30 is fully included in the Monthly Flat Fee.

## **31 Public Announcements**

The Subcontractor will not, without the prior consent of the Operator, make any public announcements in respect of this Agreement, including in relation to the performance of in relation to this Agreement.

## **32 Notices**

### **Delivery of Notices between the Parties**

- 32.1** Any notice to be given by one Party to the other under, or in connection with, this Agreement will be in writing and signed by or on behalf of the Party giving it. Any notice so served by hand, post or e-mail will be deemed to have been duly given:
- 32.1.1** in the case of delivery by hand, on the first (1<sup>st</sup>) Business Day immediately following the date of delivery;
- 32.1.2** in the case of pre-paid recorded delivery, on the first (1<sup>st</sup>) Business Day immediately following the date of delivery (as recorded), or, in case of refusal of receipt, upon such refusal; and

- 32.1.3 in the case of e-mail, when an acknowledgement of receipt from the recipient is received by the sender of the e-mail, such acknowledgement to be sent within three (3) Business Days.

#### Addresses

- 32.2 The addresses of the Parties will be the ones specified in the Recitals (unless specified otherwise below) and the contact persons and e-mail address for the purposes of Clause 32.1 are as follows:

Company and address	For the attention of	Email Address
VIA SALIS Operations, s.r.o. U Michelského lesa 1581/2, Michle, 140 00 Praha 4 Czech Republic	██████████	██
Správa a údržba silnic Jihočeského kraje Nemanická 2133/10, 370 10 České Budějovice	██████████ ██████████	██

#### Change of Address

- 32.3 Either Party may notify the other of a change to its name, relevant addressee, address or e-mail addresses for the purposes of this Clause 32, provided that such notice will only be effective on:
- 32.3.1 the date specified in the notice as the date on which the change is to take place; or
- 32.3.2 if no date is specified or the date specified is less than five (5) days after the date on which notice is given, the date following five (5) days after notice of any change has been given.

### 33 Amendments, Waivers and Consents

- 33.1 No amendment of this Agreement will be valid unless it is in writing and signed by or on behalf of the Parties.
- 33.2 Unless expressly agreed otherwise, no failure or delay by either Party in exercising any right or remedy provided by any Legal Regulation or pursuant to this Agreement will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy.

### 34 Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes any previous agreement between them in respect of its subject matter, including any heads of terms agreed between the Parties, which will cease to have any further force or effect.

**35 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the Parties will use their best efforts to negotiate an equitable adjustment to this Agreement with a view to achieving the original purpose and intent of this Agreement, provided, however, that the validity or enforceability of the remaining provisions of this Agreement, or any portions or applications thereof, will not be affected by the unenforceability or invalidity of any other provision of this Agreement, and any invalid or unenforceable provision will be deemed severed from the remainder of this Agreement.

**36 Personal Data Protection**

If personal data is processed pursuant to the respective data protection legislation (including GDPR), during the course of this Agreement, the Parties shall comply with any and all obligations arising from this legislation and, if the data subject's consent is required, shall obtain such consent so that the personal data may be provided to the Public Authority. A breach of the law in relation to personal data management by either Party shall be considered a breach of this Agreement.

**37 Further provisions**

- 37.1** Each of the Parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law applicable to the Parties or as may be necessary to implement and/or give effect to this Agreement and the transaction contemplated by it.
- 37.2** This Agreement shall enter into force and effect on the date its signature by the Parties. However, if the Agreement is subject to the statutory obligation to be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the register of contracts, as amended, this contract shall not take effect until the date of its publishing in the Register of Contracts. In such a case, the Parties agree that the publishing in the Register of Contracts will be ensured by the Subcontractor. The Parties declare that the Agreement does not contain trade secrets as per Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended.
- 37.3** This Agreement and all obligations resulting from it are governed by the Legal Regulations applicable in the Czech Republic.

**38 Costs and Expenses**

Each Party will bear all its own costs incurred in connection with the negotiation, completion and performance of this Agreement.

**39 Governing Legal Regulation**

- 39.1** This Agreement is governed by and is to be construed in accordance with the laws of the Czech Republic. For the avoidance of doubt it has been expressly agreed that the following provisions of the Civil Code shall not apply to this Agreement: Sections 1748, 1788(2), 1793, 1899, 1977, 1978, 1979, 2000(1), 2002, 2003, 2004, 2005, 2111, 2591, 2592, 2594, 2595, 2598, 2605(2), 2610, 2611, 2612, 2613, 2627, 2628, 2630(2), 2370, 2375, 2376 and 2378 to 2382 of the Civil Code.
- 39.2** The Subcontractor hereby assumes the risk of change of circumstances within the meaning of Sections 1765(2) and 2620(2) of the Civil Code.

**39.3** The Parties waive in accordance with Section 2000(2) of the Civil Code the right to demand the cancellation of the obligations under this Agreement.

**39.4** The Agreement was not concluded as a contract of adhesion within the meaning of Section 1798 and following sections of the Czech civil code and the Parties had a real opportunity to influence the content of the basic conditions of the Agreement.

#### **40 Language and Language of the Agreement**

##### **40.1 Language**

All:

**40.1.1** correspondence, designs, test reports, certificates, specifications and other information to be provided to the Operator in accordance with this Agreement;

**40.1.2** operating and maintenance instructions and identification labels appearing on plant and equipment;

**40.1.3** other written and printed matter required for the O&M Services; and

**40.1.4** other certificates and communications of a technical nature,

shall be in Czech.

##### **40.2 Language of the Agreement**

This Agreement has been executed in bi-lingual version in Czech and English languages. In case of any discrepancies between the versions, the English version shall prevail Czech language. The Czech version is attached in Schedule 6.

#### **41 Anti-Bribery and Anti-Corruption – Human rights - Conflict of Interest**

##### **41.1 Anti-Bribery and Anti-corruption**

Each Party undertakes to the other Party that it has not and will not engage in any activity, practice or conduct which would give rise to an offence under or non-compliance with any anti-bribery and anti-corruption laws or regulations that apply to it at all times including but not limited to the Czech anti-corruption laws.

Each Party undertakes to the other Party that it has not and will not engage in any activity, practice or conduct which would give rise to an offence under or non-compliance with any applicable laws and regulations on the fight against money laundering and financing of terrorism that apply to it.

Each Party represents and warrants not to have been the subject of convictions, prosecutions and, to the best of its knowledge, investigations on the part of judicial, law enforcement, arbitral or governmental authorities for bribery, corruption, money laundering or financing of terrorism.

No offer, gift or payment, remuneration or benefit of any kind constituting an unlawful act or practice of corruption has been or will be granted by the Parties to any person, directly or indirectly, in the context of the Agreement purpose.

Each Party represents and warrants to the other Party that it complies and it will continue to comply in relation to all matters concerning this Agreement with all regulations applicable to it

relating to anti-corruption and that in relation to any matters concerning this Agreement none of its directors, officers, or employees are involved or will be involved in any activity, practice or conduct or has taken any action that constitutes an offence under any anti-corruption or anti-bribery regulations applicable to the Party.

The Subcontractor acknowledges having received a copy of VINCI's Code of Ethics and Conduct, Anti-Corruption Code of Conduct and Guide on Human Rights (the "VINCI Codes"), which are available from VINCI's website, at [www.vinci.com](http://www.vinci.com). Without prejudice to any other provision of this Agreement, the Subcontractor undertakes to comply and to cause its employees, representatives and agents to comply, in all matters concerning this Agreement, with the obligations set out in the VINCI Codes as if it were a party to it.

Each Party undertakes to inform the other Party of its failure to comply with any of the commitments set out in this Clause as soon as it becomes aware of it.

A breach by a Party of its obligations under this Clause entitles the other Party to terminate the Agreement without prior notice and/or to seek any other remedy against such party available under this Agreement.

#### **41.2 Conflicts of interest**

The Subcontractor represents and warrants that it is not in a conflict of interest situation and that its employees, representatives and agents involved under the Agreement will refrain from any direct or indirect activity or speech that could place it in a situation of conflict of interest in relation to any matters concerning this Agreement.

Should the Subcontractor or one of its employees, representatives or agents face a conflict of interest, the Subcontractor shall inform the Operator of its existence and the measures taken to remedy it as soon as it becomes aware of it.

A breach by the Subcontractor of its obligations under this Clause entitles the Operator to terminate the Agreement without prior notice and/or to seek any other remedy available under this Agreement. The Operator shall also be entitled to terminate the Agreement without prior notice and/or to seek any other remedy available under this Agreement if it considers the measures taken by the Subcontractor as a result of a conflict of interest unsatisfactory.

#### **42 Counterparts**

This Agreement may be signed in separate two (2) counterparts, each of which will be an original, and all such counterparts will together constitute the same instrument.

In witness whereof the Parties have executed this Agreement on the date stated above.

**SIGNATURES TO THE OPERATION AND MAINTENANCE AGREEMENT**

For and on behalf of  
**VIA SALIS Operations, s.r.o. (as Operator)**

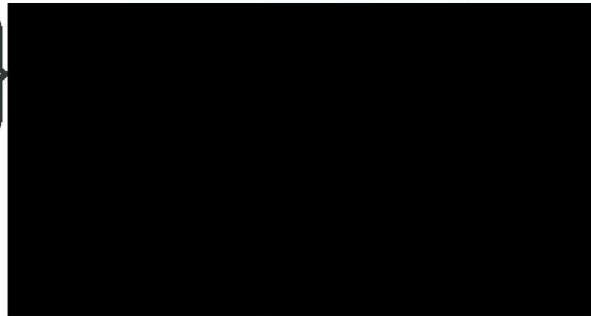
}



By: [REDACTED] Director

For and on behalf of  
**Správa a údržba silnic Jihočeského kraje  
(as Subcontractor)**

}



By: [REDACTED] Director



**Schedule 1 – Specification of the Project Road**

**Schedule 2 – O&M Services – Fees**

### Schedule 3 – Operator's Non-Negotiable Rules

- 1) When applicable Mandatory Personal Protective Equipments must be worn.
- 2) There must be no consumption of alcohol or drugs on work locations, and Subcontractor's Personnel shall not be under influence of them.
- 3) Observations and recommendations from health and safety personnel (particularly Concessionaire's) must be implemented without rejection.
- 4) Traffic rules shall be complied with on all work locations (particularly speed limit, no use of phone when driving).
- 5) Heavy vehicles back-up alarm must be operative and used on all work locations.
- 6) There must be no work performed on a work location situated above two meters (2m) (excluding compliant scaffolding, including elevated mobile platforms) without using safety harness and double life lanyards.
- 7) Only proper and safe staircases / tower staircases can be used as access means to upper levels.
- 8) There must be no human presence under a lifted load.
- 9) There must be no confined space entry without approved permit and equipment(s).
- 10) There must be no human presence in an excavation which is non-compliant with shoring/protection legislation (typically deeper than one meter and thirty centimeters (1.3m) deep and narrower than two third (2/3) of the depth).

**Schedule 4 – General Safety Requirements**

**Schedule 5 – Environmental Requirements**

**Schedule 6 – Czech version of the Agreement**

**Schedule 1 – Specification of the Project Road**

Annex 1-Specification of the project road

<b>D4-MAINTENANCE DURING SPECIAL REGIME</b>					
<b>LOCALISATION</b>					
	<b>LENGTH (KM)</b>	<b>NO. OF LANES</b>	<b>PK BEGINNING</b>	<b>PK END</b>	<b>NO. OF INTERCHANGES</b>
SECTION 6	3,6	1x1	74,007	77,775	0
SECTION 7	5,9	2x2	77,775	83,442	0
SECTION 8	2,2	2x2	83,442	85,580	1
SECTION 9	3,9	2x2	85,580	89,400	2
<b>TOTAL</b>	<b>15,6</b>				<b>3</b>

**SYNOPTIC**

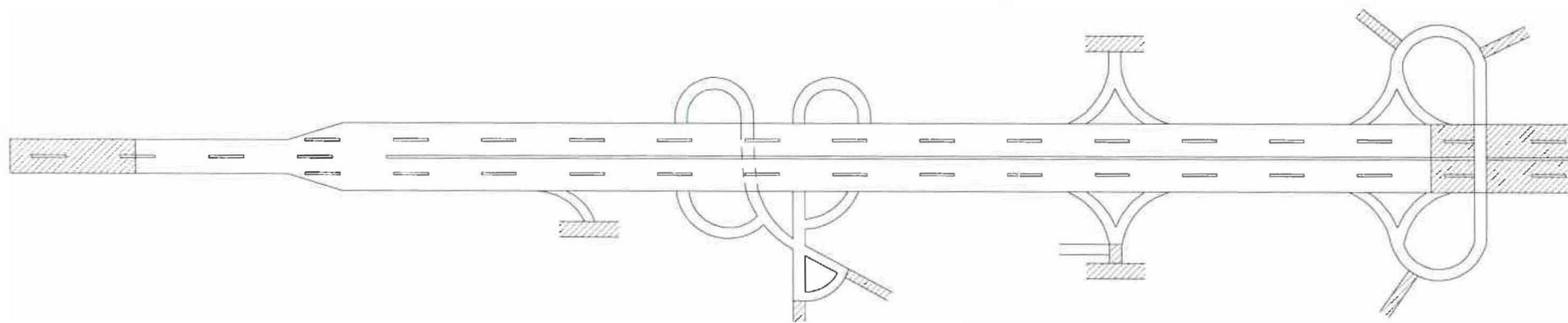
# SECTION 6/7/8/9

Předotice

Nová Hospoda

Chlaponice

Krasovice



 OUT OF SCOPE

**Schedule 2 – O&M Services – Fees**

**D4-ÚDRŽBA BĚHEM ZVLÁŠTNÍHO REŽIMU**  
**VÝKAZ VÝMĚR NA 1 ROK**

SPECIFIKACE NABÍDKY				ÚSEKY Č. 9, 8, 7, 6 (JIH) délka dvoupřuhu celkem 27,6 km		
NÁZEV	POPIS ROZSAHU PRÁCE	SCOPE OF WORK DESCRIPTION	JEDNOTKA	Množství	CENA ZA JEDNOTKU	CENA CELKEM
<b>Hlídkování / běžné prohlídky</b>	1 hlídka za pracovní den (včetně 2 silničních agentů, 1 dodávky vybavené světelnou výstražnou šipkou).	1 patrol per working day (including 2 road agents, 1 van equipped with illuminated warning arrow).	den	240	█	█
	Tyto práce zahrnují sledování všech neobvyklých situací, všech závad a vyplnění příslušné databáze statního podniku,	These works include the follow up of all abnormal situation, all defects and to fill in the specific database of the state company,				
	Během hlídkování budou odstraněny všechny překážky a uzvednutelný (odstranitelný) odpad (v případě neuzvednutelného (neodstranitelný) předmětu hlídka zavolá další zdroje k odstranění překážky, dodatečné náklady uhradí provozovatel prostřednictvím ceníku připojeného k tomuto dokumentu)	During the patrolling, all obstacle,foreign pickable rubbish will be removed (in case of non pickable object , the patrol will call additional ressources to remove the obtacle , the additional cost will be paid by the operator through the price list appended to this document)				
	Během hlídkování budou v případě potřeby vyčištěny všechny směrovače/ukazatele	During the patrolling, all delineators will be cleaned if necessary				
	Během hlídkování budou všechny chybějící směrovače/ukazatele nahrazeny dle ceníku připojeným k tomuto dokumentu	During the patrolling, all missing delineators will be replaced through the price list appended to this document				
<b>Služba (24/7) / BESIP</b>	„Tato cena zahrnuje pouze 4 silniční agenty a 1 odpovědnou osobu ve službě po pracovním dni, aby zasáhli v případě nouze po zavolání policie nebo call centra státní společnosti.	This price includes only 4 road agents and 1 responsible on duty after working day to intervene in case of emergency after a call from the police or the state company call center.	měsíc	12	█	█
	Všechny práce (materiální, osobní náklady) poskytnuté tímto týmem budou hrazeny prostřednictvím ceníku. “ Cena obsahuje náklady na dopravní prostředek k místě zásahu	All works (material , personal and supply) provided by this team will be paid throught the price list.	km	1	█	█
<b>Asfalt</b>	Oprava výmolů:	Repair of potholes :				
	Studený asfalt pro malé opravy	Cold asphalt for small repair	m2	72,95	█	█
	Horký asfalt pro malé opravy	Hot asphalt for small repair	m2	121,59	█	█
	Čištění zametačem (2krát za rok / levý střední pruh a nouzový/odstavný pruh)	Cleaning with sweeper ( 2 times per year /left hard strip lane and emmergency lane)	km	37,69	█	█

SPECIFIKACE NABÍDKY				ÚSEKY Č. 9, 8, 7, 6 (JIH)		
NÁZEV	POPIS ROZSAHU PRÁCE	SCOPE OF WORK DESCRIPTION	JEDNOTKA	délka dvoupřuhu celkem 27,6 km		
				Množství	CENA ZA JEDNOTKU	CENA CELKEM
Mosty	Nouzová oprava prostřednictvím ceníku /ceník Příloha č.1/	Emergency repair through the price list				
	Čištění zametačem (2krát za rok / levý střední pruh a nouzový pruh ve stejnou dobu jako silnice)	Cleaning with sweeper (2 times per year /left hard strip lane and emergency lane in the same time than the road)	km	1,22		
	Manuální čištění dilatačních spár (2krát za rok)	Manual expansion joint cleaning (2 times per year)	bm	24,32		
	oprava bariéry po nehodě	repair of barrier after accident	bm	12,16		
	oprava zábradlí po nehodě	repair of guardrail after accident	bm	6,08		
	oprava plotů po nehodě	repair of fences after accident	bm	6,08		
Svislé značení	oprava policejní značky po nehodě	repair after accident of police sign	jednotka	18,24		
	oprava jiné značky po nehodě (směrové značky)	repair after accident of other sign (direction signs)	m2	2,43		
	oprava po nehodě jiného značení (stožár, sloup...), bude opraveno dle ceníku /ceník Příloha č.1/	repair after accident of other sign (mast ,gantry...) will be repaired through the price list				
	Oprava plastového štítku (maják, nárazník...) po nehodě, bude opraveno dle ceníku /ceník Příloha č.1/	repair after accident of plastic sign (beacon, bumper...) will be repaired through the price list				
	Čištění policejních značek / ceník / Příloha č.1/ a plastových značek bude provedeno po ověření provozovatelem	Cleaning of police signs and plastic signs will be done after validation of the operator	jednotka	486,34		
Čištění směrových značek, stožárů a portálových značek bude provedeno po ověření obsluhou	Cleaning of direction sign, mast and gantry signs will be done after validation of the ops	m2	6,08			
Vodorovné značení	Oprava po nehodě	Repair after accident	m2	30,40		
Svahy	Oprava menší než 25 m2 bude provedena prostřednictvím ceníku /ceník Příloha č.1/	Repair less than 25 m2 will be done through price list				

SPECIFIKACE NABÍDKY				ÚSEKY Č. 9, 8, 7, 6 (JIH)		
NÁZEV	POPIS ROZSAHU PRÁCE	SCOPE OF WORK DESCRIPTION	JEDNOTKA	délka dvoupruhu celkem 27,6 km		
				Množství	CENA ZA JEDNOTKU	CENA CELKEM
Svodidla	Oprava ocelového svodidla (dvojitá) po nehodě	Repair after accident of steel crash barrier(double)	bm	121,59	■	■
	Oprava ocelového svodidla (dvojitá a dvojitá výška) po nehodě	Repair after accident of steel crash barrier(double and double height)	bm	60,79	■	■
	Oprava ocelového svodidla (jednoduchá) po nehodě	Repair after accident of steel crash barrier(simple)	bm	607,93	■	■
	Oprava po nehodě otevření v betonu	Repair after accident of central reserve opening in concrete	bm	48,63	■	■
	Oprava po nehodě otevření v kovu	Repair after accident of central reserve opening in metal	bm	6,08	■	■
	Oprava betonového svodidla po nehodě	Repair after accident of concrete crash barrier	bm	30,40	■	■
	Oprava antireflexní clony na svodidle	Repair of anti glare screen on crash barrier	jednotka	30,40	■	■
	Oprava tlumiče nárazů (bude opravena dle ceníku)	Repair of crash absorber (will be repaired through the price list)				■
	otevření a uzavření	opening and closure of central reserve opening	jednotka	1	■	■
	Čištění svodidel (1krát za rok)	Crash barrier cleaning (1 time per year)	km	36,48	■	■
Odvodní kanálky / vpustě	Veškeré opravy po událostech budou provedeny dle ceníku / ceník příloha 2.3/	All repair after events will be done through the price list				■
	Čištění odpadu bude prováděno 4krát ročně	Waste removal will be done 4 times per year	km	48,63	■	■
	(In the special regime , there is no retention basin and no oil separator)					0,00
Zelená plocha	Sekání trávníku (<3 m za svodidlem), třikrát ročně	Lawn mowing (<3 m after the crash barrier ) ,3 times per year	km	69,91	■	■
	Sekání trávníku 3krát ročně	Lawn mowing (central reserve ) ,3 times per year	km	23,10	■	■
	Sekání trávníku (> 3 m za svodidlem), 1krát ročně	Lawn mowing (>3 m after the crash barrier ) ,1 time per year	m2	128 000,00	■	■
	Ruční odstranění odpadků před nebo po sekání trávníku	Manual waste removal before or after lawn mowing	km	93,01	■	■
	Stromy, keře bránící svislému značení budou prořezány nebo odříznuty dle ceníku / ceník příloha 2.3/	Trees, bushes obstructing vertical marking will be pruned or cut through the price list				■

SPECIFIKACE NABÍDKY				ÚSEKY C. 9, 8, 7, 6 (JIH)		
NÁZEV	POPIS ROZSAHU PRÁCE	SCOPE OF WORK DESCRIPTION	JEDNOTKA	délka dvoupřuhu celkem 27,6 km		
				Množství	CENA ZA JEDNOTKU	CENA CELKEM
Ploty	Kontrola bude prováděna hlídkou (bude prováděna zimní služba hlídky)	The control will be done by the patrolling				
	Opravy po událostech nebo nehodách	Repair after events or accidents	bm	607,93		
stěna / protihluková stěna	Oprava po nehodě bude provedena dle ceníku	Repair after accident will be done through the price list				
	Grafitity budou odstraněny malbou (cena bude na m2, ne méně než 0,5 m2)	Grafitis will be removed by painting (this price will be by m2 not less than 0,5 m2)	m2	60,79		
Zimní údržba	Subdodavatel zajistí prostředky (seznam vozidel, solankové hospodařství a pracovníky) pro zimní údržbu od 1. října do 31. března. Bude brát v úvahu množství soli a solného roztoku pro celé zimní období.	The subcontractor will provide means (list of vehicles, brine station, and workers) for the winter maintenance from the 1st of October until the 31 of March. It will take into account the quantity of salt and brine of salt for the full winter period.	měsíc	6		
	<u>Preventivní ošetření:</u> Subdodavatel zajistí preventivní ošetření přidruženými vozidly a prostředky. Subdodavatel bude informovat před 5 hodinou, kdy zasáhne a na kterém okruhu. Den poté poskytne skutečná data včetně spotřeby soli nebo slaného nálevu.	<u>Preventive treatment:</u> The subcontractor will provide circuit for preventive treatment with the associated trucks and means. The subcontractor will inform before 5 o'clock when it will intervene and for which circuit. The day after it will give real data including consumption of salt or salty brine.				
	<u>Akutní údržba:</u> Subdodavatel poskytne akutní údržbu s přidruženými vozy a prostředky. Subdodavatel začne maximálně 30 min. od počátku sněžení a na konci sněžení vyčistí celou vozovku.	<u>Curative treatment:</u> The subcontractor will provide circuit for curative treatment with the associated trucks and means. The subcontractor will begin 30 mn maximum after the beginning of the snowfall, and at the end of the snowfall will clean all the carriageway.				
tísňové volání jiný silniční systém ( / kamera / meteo stanice	Mimo rozsah, pokud existují	Out of scope if any				
<b>stálé činnosti (Lump-Sum Services)</b>						
<b>nahodilé činnosti (Bill of Quantity Services)</b>						
<b>CELKEM</b>						

**Price list of the On-Demand Services**

<b>TYPE OF PERSONNEL</b>	<b>COST PER DAY</b>	<b>COST PER HOUR</b>
ENGINEER	██████	██████
FIELD INSPECTOR	██████	██████
ROAD AGENT	██████	██████
DRIVER MECHANIZER	██████	██████
		0,00
		0,00
		0,00
		0,00
<b>TYPE OF MATERIAL</b>	<b>COST PER DAY</b>	<b>COST PER HOUR</b>
TRUCK+WARNING ARROW	██████	██████
VAN+WARNING ARROW	██████	██████
VAN 3,5 T	██████	██████
SET OF SIGNS		0,00
TRUCK 13 T		0,00
TRUCK 19T		0,00
FORKLIFT		0,00
WARNING ARROW		0,00
LIGHT VEHICLE (partner or similar)		
LOADER	██████	██████
SWEEPER		0,00
		0,00
		0,00
		0,00
<b>TYPE OF SUPPLY</b>	<b>UNIT</b>	<b>PRICE</b>
absorbent	KG	
CONCRETE	M3	
HOT PAVEMENT	T	
COLD PAVEMENT	T	
SOIL	T	██████
DELINEATOR	UNIT	
CRASH ABSORBER	UNIT	██████
SALT	T	
BRINE OF SALT	M3	

### **Schedule 3 – Operator's Non-Negotiable Rules**

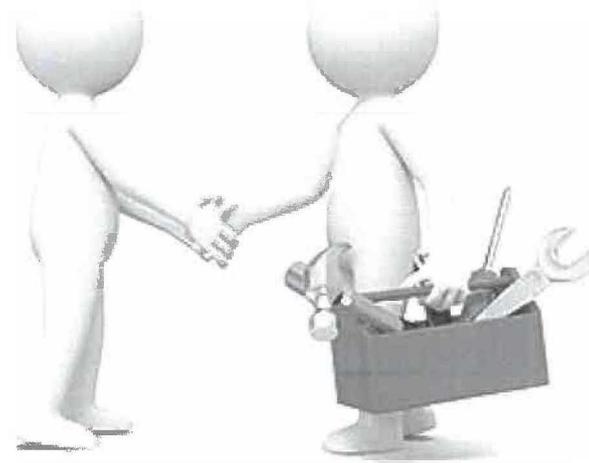
- 1) When applicable Mandatory Personal Protective Equipments must be worn.
- 2) There must be no consumption of alcohol or drugs on work locations, and Subcontractor's Personnel shall not be under influence of them.
- 3) Observations and recommendations from health and safety personnel (particularly Concessionaire's) must be implemented without rejection.
- 4) Traffic rules shall be complied with on all work locations (particularly speed limit, no use of phone when driving).
- 5) Heavy vehicles back-up alarm must be operative and used on all work locations.
- 6) There must be no work performed on a work location situated above two meters (2m) (excluding compliant scaffolding, including elevated mobile platforms) without using safety harness and double life lanyards.
- 7) Only proper and safe staircases / tower staircases can be used as access means to upper levels.
- 8) There must be no human presence under a lifted load.
- 9) There must be no confined space entry without approved permit and equipment(s).
- 10) There must be no human presence in an excavation which is non-compliant with shoring/protection legislation (typically deeper than one meter and thirty centimeters (1.3m) deep and narrower than two third (2/3) of the depth).

## Schedule 4 – General Safety Requirements

DOCUMENT TITLE:

# Schedule 4 - General Safety Requirements (GSR)

- Site Specific Risk Assessment (SSRA)



**INTRODUCED:** Order № \_\_\_\_\_ from \_\_\_\_\_

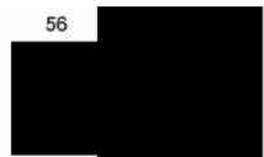
**LANGUAGE:** English

	NAME & SURNAME	POSITION / ROLE	SIGNATURE	DATE
<b>PREPARED BY:</b>	██████████	IMS Support	_____	2021.05.19
<b>APPROVED BY:</b>	██████████████████	Operation Director	_____	2021.05.19

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### DOCUMENT CODE

ISSUER	PROJECT	SECTION	DISCIPLINE	DOCUMENT TYPE	SEQUENCE NUMBER	REVISION	DATE
OMC	0000	000	QHS	FOR	0010	A2	2021.05.19



## REVISION LOG

REVISION	STATUS	DATE WHEN CREATED	DESCRIPTION OF CHANGES	PREPARED BY
A2	Draft	2021-05-19	Updated further to 19/05 DBE/NCE visio	██████████ ██████████
A1	Draft	2021-05-17	For internal review and approval.	██████████ ██████████

## AGREEMENT LOG (if required)

No	NAME & SURNAME	POSITION	SIGNATURE	DATE

## A – GENERAL INFORMATION

Subcontractor name		
Period of validity of the SSRA:		
Key personnel of the Subcontractor:	NAME	Contact details
Equipment, tools, vehicles:		
Submission of the General Safety Requirements to the Subcontractor:      Yes <input type="checkbox"/> No <input type="checkbox"/>		
Dangerous works:      Yes <input type="checkbox"/> No <input type="checkbox"/>		

## B – EMERGENCY ORGANISATION.

PHONE IN CASE OF EMERGENCY	FIRST AID KIT	FIRST-AID WORKER	FIRE SAFETY
Dial Operation Director phone number :  XXXX	The Subcontractor must have a first-aid kit on site in compliance with the Czech Republic legislation  Yes <input type="checkbox"/> No <input type="checkbox"/>	The requirements are related to designated First Aiders, trained personnel  Yes <input type="checkbox"/> No <input type="checkbox"/>	The Subcontractor must have an extinguisher on site and employees must know how to use it.  Yes <input type="checkbox"/> No <input type="checkbox"/>

The managers/supervisors of the Subcontractor must inform their employees of the conduct they must adopt in case of Labour Accident, or any other HSE related incidents. In case of Labour Accident, or any other HSE related incidents, the manager/supervisors of the Subcontractor must immediately inform the Operator.

## C – TRAININGS, QUALIFICATIONS, PERMITS, AUTHORISATIONS AND FOR THE INTERVENTION.

Statement signed by the Subcontractor certifying that the staff is qualified (list of the staff with the relevant permits/qualifications)

## D – OPERATOR CONTACT LIST (RESPONSIBLE PERSONS)

NAME	Position	Contact Details

**LIST OF THE DOCUMENTS THAT HAVE BEEN SUBMITTED (NOT EXHAUSTIVE)**

<b>Operator</b>	Yes	No
<b>Layout / drawings</b>		
Drawing with works localisation	<input type="checkbox"/>	<input type="checkbox"/>
Drawing with traffic routes:		
Pedestrians	<input type="checkbox"/>	<input type="checkbox"/>
Mobile equipment	<input type="checkbox"/>	<input type="checkbox"/>
Drawings with areas for parking and storage of equipment / machinery	<input type="checkbox"/>	<input type="checkbox"/>
Drawings for utilities (gas, electricity, optic fibre, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Building layout	<input type="checkbox"/>	<input type="checkbox"/>
<b>Others</b>		
Statements signed by the Operator (if needed)	<input type="checkbox"/>	<input type="checkbox"/>
.....	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subcontractor</b>		
<b>Procedures / Instructions</b>		
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lists</b>		
List of authorisations	<input type="checkbox"/>	<input type="checkbox"/>
<b>Others</b>		
Statements signed by Subcontractor	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

OPERATOR	SUBCONTRACTOR
<b>Contract responsible :</b>	<b>Corporate name :</b>
<b>Client responsible on-site:</b>	<b>Represented by :</b>
<b>Contact details:</b>	<b>Contact details :</b>
<b>Phone:</b> .....	<b>Phone:</b> .....
<b>E-mail:</b> .....	<b>E-mail:</b> .....
<i>Date, signature and stamp of the Operator for the acquaintance of the SSRA</i>	<i>Date, signature and stamp of the Subcontractor for the acquaintance of the SSRA</i>

**Reminder:**

The SSRA, signed by both parties, is a binding document. Each signatory must have the authority, the resources and the required knowledge. The Subcontractor managers/supervisors must (i) inform their employees regarding the SSRA contents and (ii) ensure that their employees comply with the requirements of this SSRA.

The Operator reserve the right to a) stop the site works as a protective measure if the safety requirements are not fulfilled and b) exclude temporarily or definitely any employee not respecting the safety requirements.

## E – RISKS ASSESSMENT

The first step is to identify the different categories of risks. For every category of risk (from E1 to E9 below), please detail the type of the risk, its localisation and the occurrence frequency. To assist you during this assessment, you will find below some points of reference.

E1 – Risks related to traffic	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<ul style="list-style-type: none"> <li>▪ Proximity of the Working Zone to lanes under traffic (specific instructions for Temporary Signing).</li> <li>▪ Access to the Working Zone: works take place in a zone for which the access or the exit is connected to a traffic lane open to the Road Users:               <ul style="list-style-type: none"> <li>- Instructions to access and exit the Working Zone,</li> <li>- Parking instructions,</li> <li>- Compliance of the equipment / vehicles.</li> </ul> </li> </ul>		

E2 – Risks related to employees circulation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<ul style="list-style-type: none"> <li>▪ Access beside the Working Zone: parking zone for the vehicles (proximity of the unloading place), specific instructions for traffic circulation within the zone under the responsibility of the Subcontractor.</li> <li>▪ Access to the Working Zone: works take place in a flat zone.               <ul style="list-style-type: none"> <li>- Condition of the floor and its lining, objects obstructing employees' passing and potentially being encroached, objects with a sharp edge and causing wounds,</li> <li>- Type of shoes being used,</li> <li>- Visibility on both sides.</li> </ul> </li> </ul> <p>Factors increasing the risk: loads handling, poor lighting, inattention...</p>		

E3 – Risks of fall from height	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<p>For their access or their execution:</p> <ul style="list-style-type: none"> <li>▪ Works require the employee to use elevating platform,</li> <li>▪ Works take place near a void which is not protected,</li> <li>▪ Works require the employee to use staircase equipment, condition of the steps.</li> </ul> <p>The main safety measures are: compliance with the requirements of the relevant instructions and the use of special PPE.</p> <p><u>Key factors for the wound seriousness or the occurrence:</u> height, load handling, lighting, confined space, specific features of the employee (health condition, subject to vertigo, etc.).</p>		

E4 – Risks related to chemical products	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<ul style="list-style-type: none"> <li>▪ Products used by the Subcontractor: toxicity by inhalation, organ and skin exposure; assess the occurrence possibility and its seriousness;</li> <li>▪ Risk related to the combination of a neutral product, possibly toxic when combined with another product ;</li> </ul> <p><u>Key factors:</u> temperature or proximity of a constant or temporary temperature source, lack of ventilation, poor knowledge of the products penetration, container is not appropriate (weight, overflow system...), transfer of the chemical product from the container to its point of use (flask, rag...) etc.</p>		



E5 – Risks related to electricity	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<ul style="list-style-type: none"> <li>▪ Characteristics of the electrical installation (grounding system, differential protection, conditions of the connectors, cables...).</li> <li>▪ Environment features (wet surfaces).</li> </ul> <p>Potential key factors: isolated work, risks ignorance.</p>		

E6 – Risks related to the manual handling of loads	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<p>Body position, physical overload, circulation on an uneven surface, or on a slippery surface, gripping points, risks of pinching the limbs</p>		

E7 – Risks related to fire / explosion.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
<p>As long as hot work is foreseen: describe the safety measures and establish for each employee a hot work permit.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
<p>Components: fuel, combustion agent, source of heat or energy input.</p> <ul style="list-style-type: none"> <li>▪ Input of energy : heat, spark, friction (generated by static electricity, shocks, cigarette butts)</li> <li>▪ Fuel: any combustible material, wood, paper, chemical products, stored or spread, dust.</li> <li>▪ Combustion agent: air in general, potentially some active chemical substances that are stored/used by the Subcontractor.</li> </ul>		



<b>E8 – Risks related to the workplace</b> (noise, temperature, confined space, lighting, radiation, vibration, dust, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
..... ..... ..... ..... ..... .....		

Generally speaking, aggravating risks especially when combined with each other. An essential element in assessing the risk is the nature of the activity: widening effects of the risk or not, exposure duration and level of the risk.

The ability to get around the risks that are related to environment is a key factor for the assessment. When the environment is subject to uncertainties, the extreme conditions are to be considered. Example: weather conditions through its main parameters: wind, temperature, rain, frost, sun exposure, etc.

- Humidity, temperature.
- Confined space.
- Lighting: assessment in general of the shortage/excess, position of the lighting control points, up to the adequacy of its design with the task to be performed.

Radiation: works near electromagnetic waves generators (radio, infrared, microwave, etc.). Example: works near a relay antenna, a radioactive source, a power transformer.

<b>E9 – Risks associated with mobile equipment.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
..... ..... ..... ..... ..... .....		

Components: mobile equipment characteristics, maneuver, driver authorisations, lifting equipment compliance.

<b>E10 – Risks related to machinery and tools</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Safety measures
..... ..... ..... ..... ..... .....		

Components: characteristics of machinery and tools, conformity.

<b>E11 – Risks associated with accidental movement, landslide.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Safety measures</b>
..... ..... ..... ..... ..... .....		
Components: site characteristics, landslide risk..		

<b>E12 – Other risks that are not mentioned elsewhere (aggression, isolated worker, falling objects, etc.)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Safety measures</b>
..... ..... ..... ..... ..... .....		

DOCUMENT TITLE:

# Schedule 4 - General Safety Requirements (GSR)



ENFORCED WITH: Order No. dated.....

ORIGINAL LANGUAGE: English

	NAME & SURNAME	POSITION / ROLE	SIGNATURE	DATE
PREPARED BY:	██████████	IMS Support	_____	2021-05-19
APPROVED BY:	██████████	Operation Director	_____	2021-05-19

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## DOCUMENT CODE

ISSUER	PROJECT	SECTION	DISCIPLINE	DOCUMENT TYPE	SEQUENCE NUMBER	REVISION	DATE
OMC	0000	000	QHS	DAT	0010	A2	2021-05-19



### REVISION LOG

REVISION	STATUS	DATE WHEN CREATED	DESCRIPTION OF CHANGES	PREPARED BY
A2	Draft	2021-05-19	Updated following 19/05 DBE/NCE review	██████████ ██████████
A1	Draft	2021-05-11	For internal review and approval.	██████████ ██████████

### AGREEMENT LOG (if required)

No	NAME & SURNAME	POSITION	SIGNATURE	DATE

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## 1. INTRODUCTION

### 1.1 PURPOSE & SCOPE

The present document defines the general safety requirements which are to be followed by any entity that is contractually bound to the Operator (the "Subcontractor") when intervening on the Right Of Way of the D4 Project Road (the "General Safety Requirements" or GSR).

Depending upon the nature of works to be undertaken, specific instructions for safety may complement the present GSR.

The present document DOES NOT exempt the Operator and its Subcontractor(s) from implementing required obligations in compliance with the legislation in force.

For the Subcontractor, and prior to the commencement of the works, the temporary signing related to the works to be carried out, is defined by the Operator.

For any other intervening party, and prior to the commencement of the works, the temporary signing related to the works to be carried out, is a) either validated by the Public Authority or b) defined by the Operator.

For the Subcontractor, the commencement and the execution of the works are subject (i) to the agreement of the Operator and (ii) to the respect of the GSR.

The Subcontractor(s) commits to raise awareness of the present document, including specific rules if needed, among its staff, its 2<sup>nd</sup> level subcontractors, its suppliers, all the concerned parties which may intervene onto the Right of Way.

### 1.2 TERMS AND DEFINITIONS

The definitions below are used in this document:

Term	Definition
<b>Buffer zone</b>	Secured zone to separate the Taper zone from the Working zone
<b>Carriageway</b>	Paved width for traffic which includes a Slow Lane (SL), Median Lane(s) and Fast Lane (FL)
<b>Central Reserve (CR)</b>	Area that separates the Carriageways of a dual Carriageway inclusive of any hard strips
<b>Emergency Lane (ELA)</b>	Paved width equal or greater than 2.50 m (including the lane line), adjacent to the nearside of the Carriageway. Below 2.50 m, this paved width is titled a "Right Hard Strip" (see below)
<b>Trailed Warning Arrow (TWA)</b>	Trailed warning arrow used for temporary signing.
<b>Fast Lane (FL)</b>	Lane of the Carriageway which is adjacent to the Central Reserve
<b>Left Hard Strip (LHS)</b>	Paved width located on the left side of the Carriageway, cleared of any obstacle and which supports the edge line
<b>Pre-signalization zone</b>	Zone upstream of the Taper zone where warning signs are installed outside the traffic lanes
<b>Protection van</b>	Van with a) red and white slant strips at the rear together with b) one or two amber beacons and c) a set of signs or, preferably, a Trailed Warning Arrow
<b>Right Hard Strip (RHS)</b>	Paved width below 2.50 m, located on the right side of the Carriageway, cleared of any obstacle and which supports the edge line
<b>Shadow zone</b>	It is a distance less than 200 m, if the speed is 110 km/h or 300 m if the speed is 130 km/h. We need to respect strictly this visibility zone in case of bad visibility or loss of profile (curve, slope)
<b>Shoulder</b>	Zone between the edge of the Carriageway and the limit of the platform. The shoulder will include a zone cleared of any obstacle (i.e. either an ELA or an RHS) and a turfed zone
<b>Slow Lane (SL)</b>	Lane of the Carriageway which is adjacent to the Shoulder

Term	Definition
<b>Stabilization zone</b>	Zone of the Carriageway immediately located after the working zone
<b>Taper zone</b>	Zone of the Carriageway where a single straight row of cones is installed and closes or opens a traffic lane
<b>Working zone</b>	the zone of the Right of Way platform where works take place

Table 1 – Defined terms & Acronyms

Typical cross section is shown below (both for cutting and embankment):

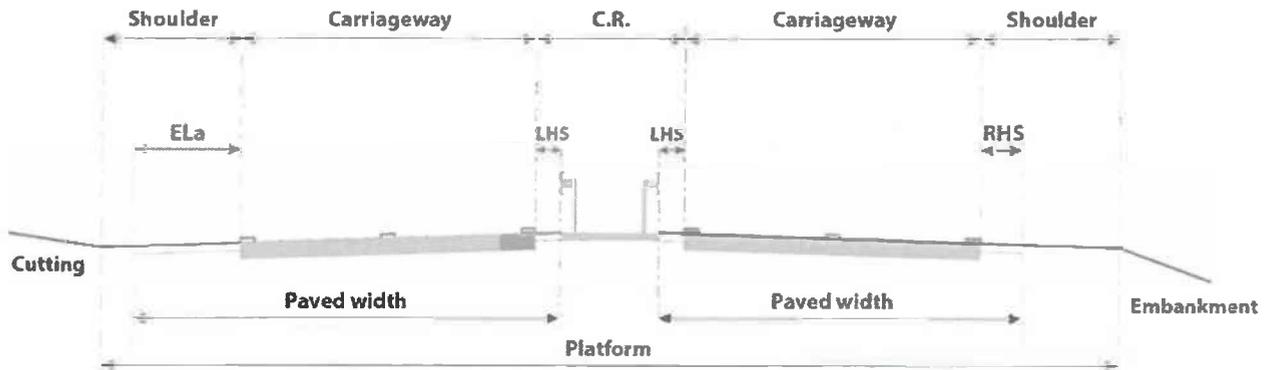


Figure 1 – Typical cross section

## 2. NON NEGOTIABLE SAFETY RULES (NNR)

Through the schedule 5 of the Special Regime Subcontract, the Operator has defined its Non-Negotiable Rules (NNR), to be applied by all Operator's employees and its Subcontractors.

As its title indicates, the elementary safety measures defined through this document are essential and must absolutely be respected by all employees.

### 3. SCHEDULING

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For all scheduled works during the week n+1, the Subcontractor informs the Operator through a schedule circulated on Thursdays of week n. Such schedule includes:

- 1) KP;
- 2) Direction;
- 3) Beginning/end of the works;
- 4) Type of works;
- 5) Type of Lane Closure;

For unscheduled works, the Subcontractor informs the Operator through phone call before intervening.

### 4. DAMAGES TO ASSETS

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It belongs to the Subcontractor to inform the Operator in case of displacement or damage brought to the Project Road assets (road traffic accident, natural event such as flooding or landslide).

### 5. WORK AT NIGHT

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In the event that the Subcontractor works are undertaken at night, specific lighting measures are taken by the Subcontractor.

### 6. EQUIPMENT

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Subcontractors must ensure that its vehicles and equipment are functioning properly.

#### 6.1. VEHICLES AND MACHINES

All the vehicles and machines operating onto the Right Of Way are equipped with a beacon. If this beacon is a removable device, it must be fixed on the roof of the vehicle/machine in order to be conspicuous and not be placed inside the vehicle / machine.

The Subcontractor's vehicles must be equipped with:

- First-aid kit that is maintained and easily accessible;
- One extinguisher.

#### 6.2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Employees must wear class 2 or 3 type visibility garment (in compliance with the EN471 "High-visibility warning clothing for professional use") for any intervention on the Right of Way (Carriageway, ELA, embankment...).

For works at night, ONLY class 3 clothing are allowed.

Safety shoes are compulsory, as well as carrying individual protections fitted for the different works undertaken (safety glasses, protection gloves, ears protectors...).

High visibility garment must be correctly fastened and should be maintained in a clean and usable condition.

Some examples of the high visibility garment are given below:



Figure 2 – High visibility garment

## **7. CIRCULATION ONTO THE HIGHWAY – STOPPING AND PARKING**

---

Traffic code must be respected. During works, the Subcontractor has no priority over the Users.

The Subcontractor takes care of the transport of its personnel onto the Right of Way. The Subcontractor staff gets into the vehicles (and get off) after having checked it could do it without risk, and by using, as much as possible, the doors opposite the traffic lanes.

Wearing the safety belt is compulsory in all vehicles (cars, vans, trucks...) to circulate within the signed zone.

Pedestrians must move as far as possible from the traffic lanes, and preferably behind the safety barriers if such protection devices are present. Every time it is possible, the Subcontractor staff must face the traffic in order to observe the flow of upcoming vehicles.

For a 2 x 2 lanes section, the crossing of the Carriageway (including the crossing of the Central Reserve to access the Carriageway in the opposite direction) is strictly forbidden.

### **6.1. ON THE CARRIAGEWAY UNDER TRAFFIC**

---

Only vehicles and machines duly registered, and in compliance with the Traffic Code, are authorized to circulate onto the Carriageway. The other machines are transported to the Working zone with suitable carriers.

During the displacement of these vehicles \ machines, the Subcontractor must ensure that the loading and the positioning of the equipment do not alter the clearance of the bridges, footbridges, aerial line...

When vehicles with crane or skip have been used on the Working zone, the driver must ensure, before circulating onto the Project Road:

- That the crane boom has been properly folded back or,
- That the skip has been moved down.

Service accesses must be locked after every passing or be controlled by the Subcontractor's employee.

It is prohibited:

- a) to make a U-turn on the traffic lanes (going to the opposite direction is to be made through the service access or the interchanges),
- b) to use the beacons during displacements onto the traffic lanes except for (i) entry/exits of the signed zone or (ii) access to the ELA or emergency bay.

### **6.2. ON THE ELA**

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The key principle is to favor a secured stop: service access, extra width, emergency bay.

Stopping and parking on the ELA are allowed after consultation with the Operator. This authorization will be defined depending upon traffic features, ELA width, visibility, specific constraints, duration of Subcontractor's intervention, etc.

The beacon must remained switched on during the stopping of the vehicle, which cannot exceed 20 min, except if relevant signing is used.

### **6.3. IN THE WORKING ZONES**

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Stationary working site includes systematically the following zones:

- a) Pre-signalisation zone:
  - Signs placed on the ELA,
  - Signs placed in the CR must be positioned in order to not encroach hard strips in both directions,
- b) Taper zone:
  - The taper will be 160 m long and marked par 1 sign 8.22 + 4.2 and a TWA,
- c) Buffer zone with a length of 100 m without any obstacles,

- d) Working zone which will be protected, generally by cones, or by a specific protection (depending upon the duration of the closure and the risk) to be discussed case by case with the Operator,
- e) Stabilization zone (end of working zone) with a length of 30 meters per closed lane with, at the end, a « 3.31 » sign

The different zones are illustrated in the sketch below:

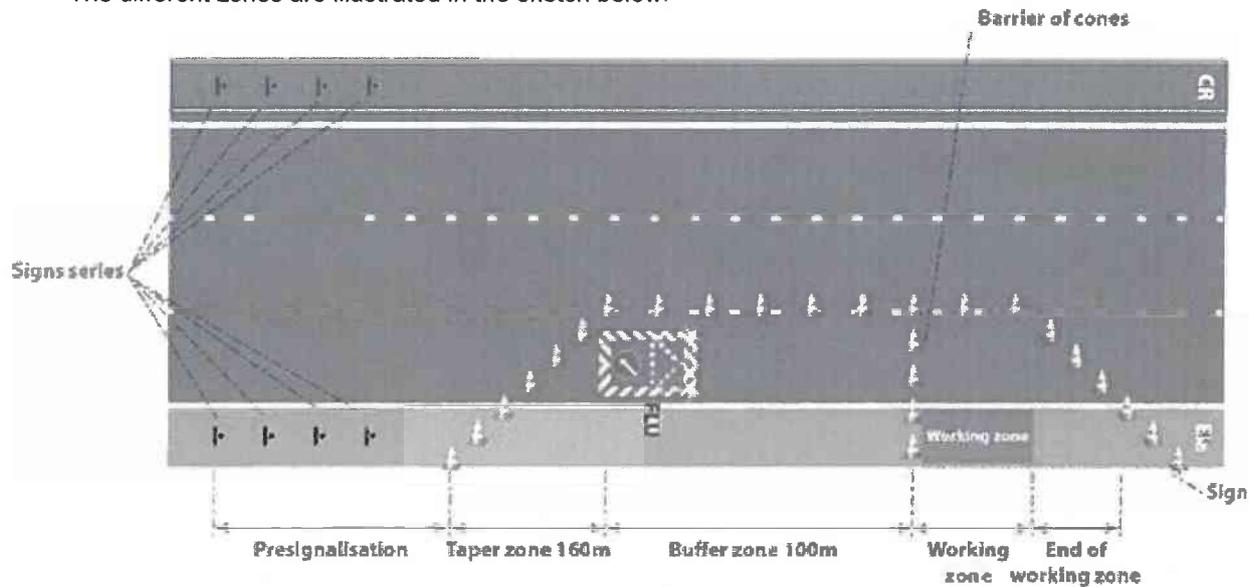


Figure 3 – Zones for Temporary Signing

In order to protect the Subcontractor employees within the Working zone, a Buffer zone will be inserted between the Taper zone and the Working zone. The end of the Buffer zone will be materialized by a row of cones. Any storage of equipment or vehicles outside the Working zone is prohibited.

Equipment and materials will be evacuated as long as the Subcontractor works proceed, and entirely at the end of the works.

## 6.4. CONDITIONS FOR ENTRY AND EXIT THE WORKING ZONE

### 6.4.1. ENTRY INTO THE WORKING ZONE

The vehicles which entry the Working zone must signal, early enough, their maneuvers:

1. When approaching the Taper zone: activation of the beacons,
2. When approaching the Working zone: activation of the vehicle indicator,
3. Entry of the vehicle, after the Taper and the Buffer zone while leaving a free access to all vehicles.

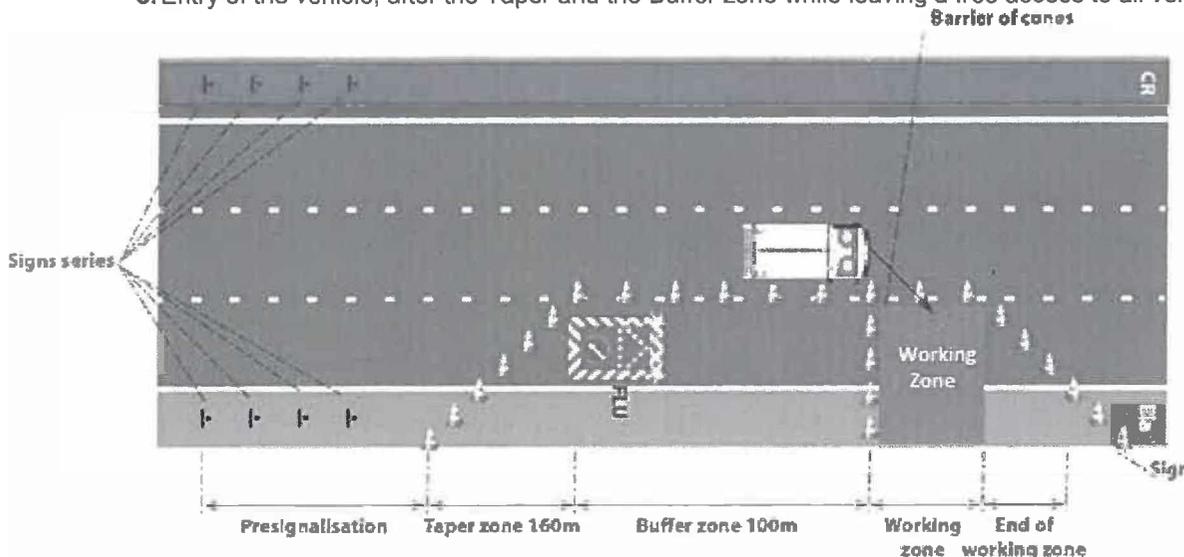


Figure 4 – Entry into the Working Zone

The entry zone must be free of any obstacle.

### 6.4.2. MANEUVERS, PARKING AND STORAGE ON THE WORKING ZONE

#### a) Manoeuvres

Every maneuvers without direct visibility must be executed while guided from outside. Vehicles and machines operating within the Working zone must be as far as possible from the traffic lanes: at least a 50 cm distance inside the closed lane is observed. No maneuvers must interfere with the traffic lanes.

It is prohibited to drive contraflow within the signed zone (except specific authorizations defined by the Operator).

It is mandatory to use the beacons:

- To entry or exit the Working zone,
- To circulate within the Working zone (except if the Working zone is separated from the traffic lanes with movable concrete barriers).

Speed of circulation cannot exceed 30 km/h. The speed must be reduced at minimum around the machines and workshops and in case of reduced visibility (fog, smokes...).

When the vehicle is stopped within the Working zone, the beacon must be switched OFF.

## b) Parking

The parking of any vehicle must be done:

- Within the signed zone, excluding the Taper zone, the Buffer zone and the entrance of the Working zone,
- While guaranteeing the circulation and/or the stopping of an extra vehicle/machine,
- As far as possible from the traffic lanes: at least a 50 cm distance inside the closed lane is observed.

In case of breakdown within the Working zone, the driver must evacuate his vehicle / machine as soon as possible. Indeed the closed lanes of the Carriageway must be used by the site machines and ultimately handed back to the traffic if required.

Outside the working periods, for the Working zones which are not protected by movable concrete barriers, no vehicle, machine or material must be stored within the closed lanes, except if specific authorization has been given by the Operator.

## c) Exit the Working zone

The vehicles must exit the Working zone if and only if they can proceed without posing a risk to the Users who keep the priority. Preferably, vehicles will exit through the end of the signed zone, with the beacon switched ON.

Exit through the end of the signed zone – priority to the Users.

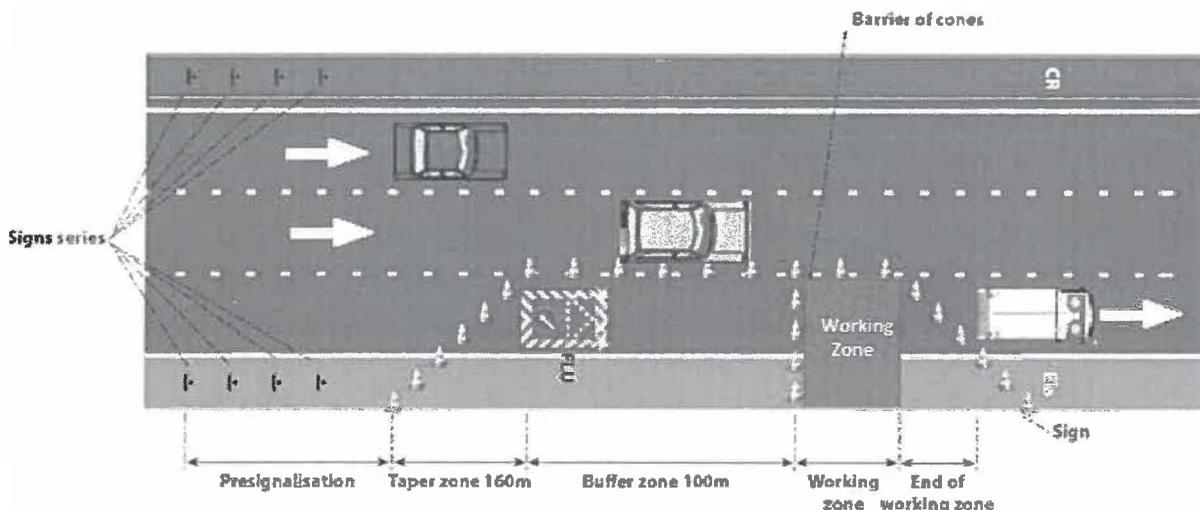


Figure 5 – Exit of the Working Zone

If the exit can only be done between two cones, the exit is signaled with the beacon and the indicator.

In the traffic flow, the beacon must be switched OFF.

## 7. SPECIFIC MEASURES FOR ASPHALT WORKS

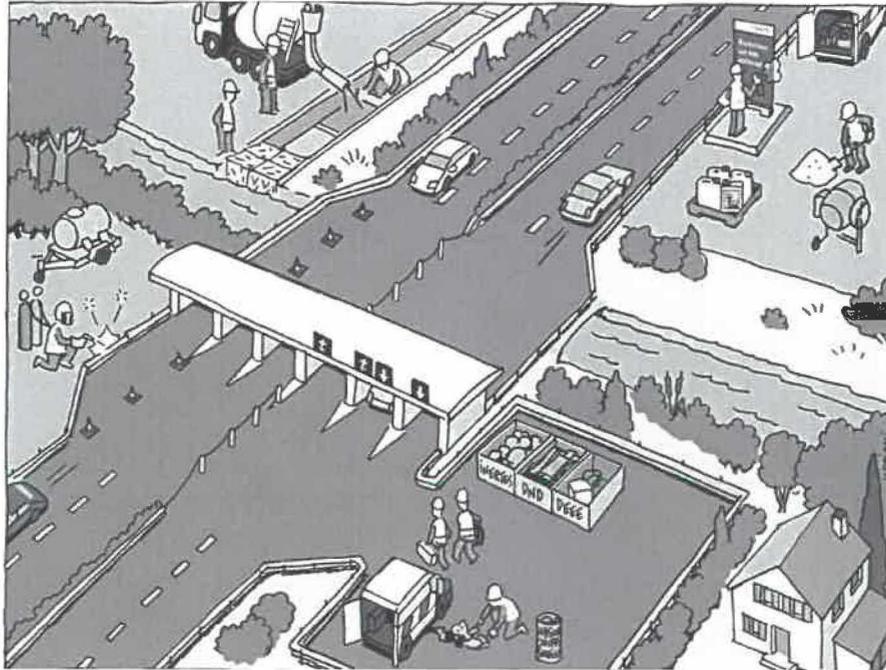
Depending upon the safety criteria relating to the traffic and to the weather conditions, the Operator may (i) object to the commencement of the works or (ii) stop the asphalt works.

The weather forecasts are examined in consultation between the Subcontractor and the Operator in order to avoid the creation of artificial fog in case of rain.

**Schedule 5 – Environmental Requirements**

DOCUMENT TITLE:

# Schedule 5 - General Environmental Requirements (GER)



**ENFORCED WITH:** Order № \_\_\_\_\_ dated.....  
**ORIGINAL LANGUAGE:** English

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<b>PREPARED BY:</b> ██████████	IMS Support	_____	2021-05-19
<b>APPROVED BY:</b> ██████████	Operation Director	_____	2021-05-19

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ISSUER	PROJECT	SECTION	DISCIPLINE	DOCUMENT TYPE	SEQUENCE NUMBER	REVISION	DATE
OMC	0000	000	QHS	DAT	0050	A2	2021-05-19

## REVISION LOG

REVISION	STATUS	DATE WHEN CREATED	DESCRIPTION OF CHANGES	PREPARED BY
A2	Draft	2021-05-19	Updated following 19/05 DBE/NCE review	██████████ ██████████
A1	Draft	2021-05-12	For internal review and approval.	██████████ ██████████

## AGREEMENT LOG (if required)

No	NAME & SURNAME	POSITION	SIGNATURE	DATE

## **1. PREAMBLE**

During the Construction Period, the Operator fulfils the obligations related to the Special Regime as defined by the clause 16.7 of the Concession Agreement.

The Operator has appointed the Special Regime Subcontractor (the "Subcontractor") to execute the Special Regime Services (SRS) i.e. a part of the Special Regime obligations of the Operator.

The present document describes the general requirements of environment protection to be observed by the Subcontractor during the SRS on the project Road operated by the Operator (the "General Environmental Requirements " or GER).

These general rules of environment protection are aimed at reduction of the adverse impact of the SRS on the environment. All persons involved in the SRS on site shall be familiar with and apply the GER contained in the present document.

According to the category of SRS and taking into account the sensitivity of the environment, these GER can be supplemented with special instructions on environment protection.

## **2. APPOINTMENT OF A PERSON RESPONSIBLE FOR ENVIRONMENT PROTECTION**

The Subcontractor shall appoint a person responsible for environment protection on site.

## **3. SUSPENSION OF WORK DUE TO NON-COMPLIANCE WITH THE RULES OF ENVIRONMENT PROTECTION**

The Operator , acting through its representative, may request the Subcontractor to immediately stop the SRS without prior notice if the conditions of environment protection appear to be ill-considered and the SRS may have a single or long-term environmental impact, and in this case the Subcontractor shall not be entitled to any compensation.

The SRS can be resumed upon renewal of the environment protection conditions.

## **4. DISCIPLINE AND PROVISION OF INFORMATION TO THE WORKERS AND ORGANISATIONS WORKING ON SITE**

Non-compliance with the GER is a violation which depending on the gravity can entail exclusion of some employees or organisations by the Operator.

The Subcontractor shall make its staff, the staff of subcontracting organisations or service providers familiar with these rules.

In case of an accident which can entail accidental contamination of the site, the Subcontractor shall take all necessary immediate measures to localise the contamination and mitigate the associated environmental damage.

The organisations shall immediately inform the Operator about such accident.

## 5. RENDERING OF VARIOUS TYPES OF SERVICES

The different categories of SRS are listed below:

No.	Type	Example
1	Banking maintenance	Cleaning, restoration, rock filling...
2	Ground works	Repair/maintenance of various structures...
3	Construction and installation works	Repair/maintenance of various structures...
4	Road repair	Repair, strengthening of cracks...
5	Road marking	Restriping...
6	Signalling equipment	Delivery and installation of signs...
7	Repair of passive restraint systems	Repair of metal / concrete guard rails...
8	Fencing	Repairs
9	Maintenance of ditches, engineering structures, road gutters	Maintenance of engineering structures and ditches, repair of road gutters...
10	Cleaning	Litter removal, graffiti removal, ...
11	Landscaping and maintenance of plants	Cutting of bushes, pruning of branches, brushing...
12	Technical support at accidents,	Technical support at accidents

Table 1 – Categories of SRS

## 6. MAIN POSSIBLE IMPACT

The list below includes various services rendered by the Operator and its Subcontractor. Depending on their nature, the SRS can cause different environmental impacts:

The following table includes the possible impact of each type of SRS.

No.	Type	Main possible impact
1	Banking maintenance	Burning of plant waste, damage of trees, dust emissions, spillage of materials into road gutters, spillage of concrete grout
2	Ground works	Dust emissions, suspension of particles, damage of trees
3	Construction and installation works	Spillage of concrete grout, spreading of waste, risk of spillage/discharge of hazardous products (paints, sealants, etc.), damage of trees, dust when sawing masonry materials
4	Road repair	Left crushed asphalt, scrapping of charging buckets with pollutants (diesel fuel) in inappropriate places
5	Road marking	Spillage of paint, waste generation
6	Signalling equipment	Waste generation, damage of trees
7	Repair of passive restraint systems	Waste left on site, damage of trees
8	Fencing repair	Waste left on site, damage of trees
9	Maintenance of ditches, engineering structures, road gutters	Waste generation, spillage of concrete trout, risk of spillage of hazardous products, emissions, suspension of particles (hydraulic cleaning)
10	Cleaning	Use of polluting products, waste sorting
11	Landscaping and maintenance of plants	Waste generation, use of plant protecting agents
12	Technical support at accidents,	Risk of spillage depending on condition of the vehicle to be repaired

Table 2 – SRS and their impact

## 7. ENVIRONMENTAL REQUIREMENTS

The following table provides references to assist the Subcontractor and the environmental representative of the Operator to jointly define the environmental requirements to follow during execution of the SRS based on their nature and the specific features of the site.

The Subcontractor and the environmental representative of the Operator shall use the following table to prepare the Environmental Protection Plan (EPP) in accordance with the template **OMC-0000-000-QHS-FOR-0050** "Environmental Protection Plan (EPP).

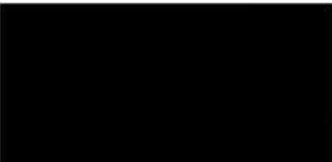
	Services	If applicable: Site Features	If applicable: Environmental Requirements
General	Range of services	NA	<p><u>Movement of vehicles:</u></p> <ul style="list-style-type: none"> <li>• Parking in nature areas prohibited; parking allowed in special areas (walkways, roads, etc.)</li> </ul> <p><u>Waste:</u></p> <ul style="list-style-type: none"> <li>• Rigorous collection and regular disposal of waste</li> <li>• Proper storage of waste (for example, storage of non-hazardous waste exposed to risk of blowing with a wind in big bags or containers)</li> <li>• Storage of waste in the bins and containers</li> <li>• Burning of waste prohibited</li> </ul> <p><u>Accidental pollution:</u></p> <ul style="list-style-type: none"> <li>• Provision of anti-pollution kits</li> </ul>
	Services including bush clearing / tree felling	Waste generation	<ul style="list-style-type: none"> <li>• Burning prohibited, including trees and plants</li> </ul>
Specific	Services including ground works	Presence of local residents nearby	<ul style="list-style-type: none"> <li>• Prior notification</li> <li>• Scheduling of works for the least inconvenient time</li> <li>• Spraying in case of dust emissions</li> <li>• Suspension of works in case of strong wind leading to heavy emissions</li> </ul>
		Presence of nature areas nearby	<ul style="list-style-type: none"> <li>• Spraying in case of dust emissions</li> <li>• Suspension of works in case of strong wind leading to high emissions</li> </ul>
		Presence of trees to be preserved	<ul style="list-style-type: none"> <li>• Marking and protection of trees that can be damaged (wood plates, PVC sheaths, etc.)</li> <li>• Pruning of branches creating a nuisance on site</li> <li>• Proper pruning of damaged branches</li> </ul>
		Presence of rivers, streams and ditches nearby	<ul style="list-style-type: none"> <li>• Installation of filtration devices downstream the site (for example, straw wrapped in geofabric)</li> <li>• Storage of material and waste, parking nearby prohibited</li> </ul>
		Presence of road gutters nearby	<ul style="list-style-type: none"> <li>• Protection of gutters and grates to prevent clogging and overflow (wood plates, geofabric, etc.)</li> </ul>
	Services including concrete works	NA	<ul style="list-style-type: none"> <li>• Provision of an area for cleaning the concrete equipment (concrete mixer, mixing batch, etc.)</li> </ul>

Services	<i>If applicable:</i> Site Features	<i>If applicable:</i> Environmental Requirements
	Presence of local residents nearby	<ul style="list-style-type: none"> <li>• Prior notification of local residents</li> <li>• Scheduling of works for the least inconvenient time</li> <li>• Prior spraying of masonry materials to be sawn</li> </ul>
	Presence of rivers, streams and ditches nearby	<ul style="list-style-type: none"> <li>• Discharge of cement grout and wash waters into environment prohibited</li> </ul>
	Presence of road gutters nearby	
Services including asphalt laying works	NA	<ul style="list-style-type: none"> <li>• Provision of special areas for scraping the charging buckets (avoid nature areas)</li> <li>• Use of organic bitumen additive (diesel oil is prohibited)</li> <li>• Rigorous collection of crushed asphalt</li> </ul>
Services including pyrogenic works	NA	<ul style="list-style-type: none"> <li>• Compliance with instructions of the emergency services</li> <li>• Compliance with the Operator procedures</li> <li>• Provision of firefighting equipment</li> </ul>
Services including hydro cleaning, hydro-demolition works	NA	<ul style="list-style-type: none"> <li>• In case of risk of splashing: protection of structures and auxiliary equipment (geofabric, barriers, etc.) and suspension of works in case of strong wind</li> </ul>
	Presence of rivers, streams and ditches nearby	<ul style="list-style-type: none"> <li>• Filtration devices downstream the site (for example, straw wrapped in geofabric)</li> </ul>
	Presence of road gutters nearby	<ul style="list-style-type: none"> <li>• Protection of gutters and grates to prevent clogging and overflow (wood planks, geofabric, etc.)</li> </ul>
Services including water works (pipes, engineering structures)	Works directly in a ditch, river	<ul style="list-style-type: none"> <li>• Temporary diversion of the flow (upstream coffer dam, gravity flow or pumping)</li> <li>• Filtration devices downstream</li> </ul>
	Works near a ditch, river	<ul style="list-style-type: none"> <li>• Installation of fall protection systems</li> <li>• Avoid material and waste storage nearby</li> <li>• Parking away from these areas</li> </ul>
Services including night works	Presence of local residents nearby	<ul style="list-style-type: none"> <li>• Prior notification of local residents</li> </ul>
Services including the use of hazardous materials (paints, sealants, plant protection products, etc.)	NA	<ul style="list-style-type: none"> <li>• Storage in waterproof area</li> <li>• Labelling of cans</li> <li>• Provision of anti-pollution kits</li> <li>• In case of risk of splashing: protection of structures and auxiliary equipment (geofabric, barriers, etc.) and suspension of works in case of strong wind</li> </ul>
	Presence of rivers, streams and ditches nearby	<ul style="list-style-type: none"> <li>• Discharge of cement grout and wash waters into environment prohibited</li> </ul>



Services	<i>If applicable:</i> Site Features	<i>If applicable:</i> Environmental Requirements
	Presence of road gutters nearby	
Services including the use of construction machinery (trucks, excavators, hoisting equipment to install panels, install/remove guide rails, etc.)	Presence of trees to be preserved	<ul style="list-style-type: none"> <li>• Marking and protection of trees that can be damaged (wood plates, PVC sheaths, etc.)</li> <li>• Pruning of branches creating a nuisance on site</li> <li>• Proper pruning of damaged branches</li> </ul>
Services including waste disposal (cleaning of septic tanks, collection of charging buckets and disposal of waste produced during the works, etc.)	NA	<ul style="list-style-type: none"> <li>• Preliminary validation of waste collection providers and waste treatment plants</li> <li>• Archiving of waste tracking slips (inert, non-hazardous, hazardous) and all work completion certificates (for example, cleaning of septic tanks)</li> </ul>

Table 3 – Environmental Requirements per type of services



# Schedule 5 - General Environmental Requirements (GER)

- Environmental Protection Plan (EPP)

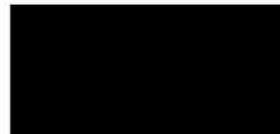


	NAME/SURNAME	POSITION	SIGNATURE	DATE
Prepared by:	██████████	IMS Support		2021-05-26
Checked by:	██████████			2021-05-26
Approved by:	██████████	Operation Director		2021-05-26

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## REVISION LOG

REVISION	STATUS	DATE WHEN CREATED	DESCRIPTION OF CHANGES	PREPARED BY
A2	Draft	2021-05-26	Table 1 has been updated	██████████ ██████████
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## AGREEMENT LOG (if required)

No	NAME & SURNAME	POSITION	SIGNATURE	DATE

The Operator has appointed the Special Regime Subcontractor (the "Subcontractor") to execute the Special Regime Services (SRS) i.e. a part of the Special Regime obligations of the Operator.

The document **Schedule 5** - "General Environmental Requirements (GER)" describes the general requirements of environment protection to be observed by the Subcontractor during the SRS on the Project Road operated by the Operator (the "General Environmental Requirements " or GER).

The GER provide references to assist the Subcontractor and the environmental representative of the Operator to jointly prepare the Environmental Protection Plan (EPP) in accordance with the following template :

N°	Type of Special Regime Services (SRS)	If applicable: Site features	Environmental Requirements
A	General		
B	Services including bush clearing / tree felling		
C	Services including ground works		
D	Services including concrete works		
E	Services including asphalt laying works		
F	Services including pyrogenic works		
G	Services including hydro cleaning, hydro-demolition works		
H	Services including water works (pipes, engineering structures)		
I	Services including night works		
J	Services including the use of hazardous materials		
K	Services including the use of construction machinery		
L	Services including waste disposal		

N°	Type of Special Regime Services (SRS)	If applicable: Site features	Environmental Requirements

Table 1 – Environmental Protection Plan (EPP)

**Schedule 6 – Czech version of the Agreement**