

ADDITIONAL AGREEMENT

TO

Contract for order assignment (the "Contract")

Today, in the town of Stambolijski, under Art.18 of Occupational Health and Safety Act /State Gazette, Issue 124/ 97/ the present Agreement was signed by and between:

"MONDI STAMBOLIJSKI" EAD, having its seat and registered office at STAMBOLIJSKI 4210, 1 Zavodska St., Unified Identity Number Under VAT Act: BG 130839571, represented by Alexander Krickler– Managing Director and Galina Vargova Finance Director / Nikola Tenov – Procurator, hereinafter referred to as **Assignor**, of the one party

And company.....having its seat and registered office at Unified Identity Number Under VAT Act, represented by, hereinafter referred to as **Contractor**, of the other party,

NOW, THEREFORE, THE PARTIES HERETO AGREED ON THE FOLLOWING:

SECTION I – GENERAL PROVISIONS

1. **The Contractor** shall not start, and the **Assignor** shall not allow the job to start at the site without performing the compulsory instructions, namely:

- **Initial instructions (induction training)** – it is conducted by the Head of "Health and Safety at Work" Department / SHE Expert and Fire Safety Unit official or by the Manager/Head of workshop/department or a technical maintenance head/engineer in "Mondi Stambolijski" EAD along with the Duty holder responsible for the task implementation and the Technical Manager of the Contractor, after the Contractor presents a list /order/ with the names and positions of the personnel, which list is certified by the Contractor's management.

All workers pass instructions/training on fire safety according to **REGULATION No. 81213-647 dated 1st October 2014 for the rules and regulations on fire safety at the sites of operation.**

The certificate verifying that an initial instruction has been conducted shall be presented in order a pass to be issued and instructions on site to be made.

- **Special instruction** – conducted by the Head of workshop/department, or the technical maintenance head or responsible engineers in "Mondi Stambolijski" EAD and the technical manager of the Contractor, both parties shall inform each other about the risks for health and safety while working at the site, as well as for the actions which shall be taken for eliminating, reducing or controlling such risks. This is certified by signatures in the instruction log.

2. All employees working at the site of the Assignor shall wear safety working clothes, slip resistant safety shoes with reinforced toe caps, signal vests and personal protection equipment (helmets with chin straps, masks, glasses, shields, gloves, gumboots, full-body harness and safety lines when working at height, protective equipment for chemical protection, etc./ in compliance with the work performed and the requirements of the profession and the specific working conditions of the site /workshop/ in "Mondi Stambolijski" EAD. It is mandatory to wear them while at work.

3. In case that the job which will be completed requires special permits, authorizations, licenses, certificates, etc. the Contractor should present these to the Assignor in advance.

4. During the period of cooperation depending on duration and how high the risk of the job is, the Contractor and Assignor shall agree to coordinate the works to ensure safe and healthy conditions at work, environmental protection and shall control the observation of the requirements set forth in the clauses of this Agreement.

5. The Parties agree and acknowledge that in carrying out any activities at the area of Assignor's Mill, the following rules will be considered as cardinal:

- Safety when working at height;
- Safety in carrying out lifting works;
- Prohibition of smoking and / or import and use of alcohol and drugs and no admission of persons under the influence of alcohol and drugs;
- Rules for isolation of machines and equipment.

Zero tolerance will be applied by the Assignor to violations of those cardinal rules.

Any failure to observe the cardinal safety rules may result in instructing the Contractor to discontinue work and leave the area of Assignor's Mill.

6. The Assignor has the right to make tests for alcohol, stupeficient or drugs by means of technical devices of persons entering the area of the Mill. Persons under the influence of the above-mentioned substances will be instructed to immediately leave the area of the Mill, as the Assignor reserves the right to refuse the permission for such a person to re-enter the area of the Mill.

7. Furthermore, the Contractor shall pay to the Assignor a penalty amounting to 0.1% of the contract price for the first violation, 0.2% of the contract price for the second violation and 0.5% of the contract price in case of a third violation.

As a last resort, the violations of the cardinal rules may lead to termination of the contract. Persons who have violated the rules shall be notified to immediately leave the area of Mondi Stambolijski and lose their right to work in the area.

SECTION II – OBLIGATIONS OF THE CONTRACTOR. THE CONTRACTOR IS OBLIGED:

8. To sign a declaration for accepting the rules for contractors providing services to "Mondi Stambolijski" EAD, which rules are set forth in an Annex to the contract, as well as to provide a safety plan for the works to be carried out along with a risk assessment for the activity, in compliance with the requirements of these Rules.

9. To provide the staff with safety clothes, safety shoes with reinforced toe caps, signal vests and personal protection equipment (full-body safety harness and safety lines for working at height), in accordance with the requirements of the profession and the specific working conditions of the site /workshop/ in "Mondi Stambolijski" EAD.

10. To strictly observe the Mondi Stambolijski EAD safety rules regarding: (1) Written Permits/ Duties and access restrictions, (2) Transportation vehicles and equipment, (3) Confined spaces entry, (4) Working at height, (5) Energy and machinery isolation, (6) Rotating and moving machinery and equipment, (7) Lifting and material handling, (8) Work with hazardous chemicals and substances, (9) Forestry works, General safety and the relevant specific requirements and rules for the work carried out.

11. To strictly observe all requirements as set forth in the statutory documents – Laws, Regulations, Instructions, etc. related to the health and safety at work. To provide copies of the necessary documents – certified permits, acquired competence of the personnel, the instructions used in compliance with the Appendices of the regulations, risk assessment and a plan with specific actions which ensure the site safety in Mondi Stambolijski EAD.

12. All activities related to installation, repair and dismantling should be executed by strictly observing the established organizational and technical actions and rules for ensuring safety and health at work stated in the relevant regulatory and statutory documents. The area where the work is being carried out, should be demarcated and designated with tags and warning tapes.

13. The supporting units as platforms, scaffolds, landings, ladders, etc. that are used, should meet the prescribed statutory requirements, to be standard and technically fit and checked prior to use and should ensure safety at work.

14. The temporary el. power supply of all equipment, instrument etc. should be provided after a special permission by the Assignor, coordinated with the respective electrical equipment specialist, and should meet the requirements of the Rules on health and safety at work with live electrical equipment involving high voltage to 1000 V, Rules on health and safety at work with electrical equipment of electrical and thermal plants and grids, the Regulation for technical operation of electrical equipment, and other relevant regulations.

15. The Contractor shall be obliged to keep the workplace tidy and clean, the waste materials or the hazardous substances should be duly disposed at the places especially designated for waste disposal.

16. The Contractor must provide proof (records and/or registers) for periodic inspection for roadworthiness and compliance with the technical requirements, completeness and safety of the machines, tools, facilities and other equipment used.

17. The Contractor must provide their own Safety Marshals in ratio 1 marshal to not more than 50 workers.

18. The Contractor must provide at least 1 person on shift who is trained to give first aid in accidents involving injuries and other occupational accidents.

19. The Contractor shall participate, along with his subcontractors, in coordination meetings organized by the Assignor, as well as in joint inspections of the working sites prior to commencement of the work.

20. The Contractor should submit verification about the health condition of workers, such as medical certificates, records of mandatory preventive examinations, medical assessments of fitness for and performance of a certain job, including fitness to work night shifts, fitness for work at height, etc. (if necessary).

21. The Contractor shall ensure the implementation by his subcontractors of their obligations arising from this additional Agreement.

22. ENVIRONMENTAL PROTECTION.

22.1. Waste.

The Contractor is obliged to provide his own containers for a selective collection of waste made.

The Contractor shall separately collect and store waste it makes during the performance of work at the area of Mondi Stambolijski in the above-mentioned containers, and then it shall remove such waste out of the Mill to ensure their proper management and treatment according to legislation in force.

Obligation of the Contractor is to dispose of or recover any type of waste generated as a result of the activity that is the subject of the contract, with the exception of household waste, which to discharge in containers placed at the area of the Assignor.

For this purpose, the Contractor shall:

- Identify the type of waste expected to be generated;
- Provide a guarantee of the proper waste management as required by the Bulgarian environmental legislation;

The above provision does not apply to waste that according to the prior arrangements (e.g. special clause in the Contract) shall remain Mondi Stambolijski EAD property.

22.2. Effluents.

The way of discharging effluents to the Assignor's sewage system shall be without exceptions agreed with the Contractor Supervisor representing Mondi Stambolijski. No exceptions shall be made.

It is absolutely forbidden to discharge any liquid waste, e.g. residual paint, dissolvents, consumed oils, etc. to the Assignor's sewage system.

It is not allowed to wash vehicles and tanks in the sewage system of the Assignor.

22.3. Hazards.

In cases where damage to vehicles pose a danger to the environment (e.g. oil leak from the engine and hydraulic system, leakage of brake fluid, fuel leakage, excessive emission of foul gases, etc.), the Contractor is responsible for taking appropriate measures to eliminate accidents and leaks.

In case that chemical agents, oils and fuels have been spilled or have leaked, Contractor is obliged to immediately use neutralization agents (e.g. sorbents), as specified in the product safety data sheet and to collect waste made to a tight and properly marked container.

The Contractor shall provide the containers and suitable neutralization agents for its own account.

The Contractor is obliged to immediately notify the Contractor Supervisor representing MP Stambolijski about the incident occurred.

Spill or leakage of oils and fuels on soil is not allowed. In the event of any such incident, cleaning the damaged soil layer shall be for the account of the Contractor.

22.4. Air.

Air pollution is not allowed, especially in windy weather, with fugitive emissions, e.g. dust particles, glass wool, etc.

SECTION III – OBLIGATIONS OF THE ASSIGNOR

23. The Assignor, along with the Contractor and health and safety specialists, takes responsibility to investigate all labour incidents and occupational accidents that have happened during work time, as the Contractor should immediately inform the Assignor about this accident.

24. In case of emergencies /heavy failures, fires and calamities/, the parties shall agree to undertake coordinated common actions to restrict the damages and quickly eliminate the consequences.

SECTION IV – ADDITIONAL PROVISIONS

25. Additional safety measures to be noted down resulting from quick evaluation of the risk prior to starting work at the site, from the hazards at the Assignor’s site or the works of the Contractor:

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26. The parties agree that in case of theft committed by a worker or employee of the Contractor, the same is to take full responsibility for the case including financial liability.

27. The parties agree that in case a worker of the Contractor comes not sober at work the Assignor has the right to dismiss him from work and to inform the Contractor for the case.

28. In case of breaching the statutory requirements for Health and Safety at work, as well as the labour legislation from employees and workers of the Contractor, the full responsibility shall be borne by him and the Assignor shall not be held responsible in any way whatsoever.

29. In case that a labour incident or an occupational accident takes place with any worker of the Contractor, the full responsibility shall be borne by him and the Assignor shall not be held responsible in any way whatsoever.

30. The Assignor takes responsibility to investigate along with the Contractor any occupational incident or accident that have happened during work time at the area of the Assignor, without the Contractor’s personnel being injured, as the Assignor should be immediately informed by the Contractor.

SECTION V CONTROL

31. The Assignor has the right to do daily ongoing control on how the safety and health requirements and environmental protection are observed, as well as the strict implementation of the agreed responsibilities and engagements set forth in the Agreement.

32. If oversights and violations are found out they shall be reported /verbally or in writing/ to the site manager of the Contractor, in order to take actions to eliminate them.

33. In case that actions dangerous for the health and life of the employees /Contractor’s and Assignor’s/ are found out, the works may be stopped or the violator can be suspended from the job, as the site manager is to be informed accordingly. Works shall be restarted after receiving a written order by the Contractor and after eliminating the cause for the stop.

This Agreement constitutes an integral part of the Contract and shall be made in two identical counterparts – one for the Contractor and one for the Assignor.

FOR CONTRACTOR:

1.....
Manager /

2.....
Safety and Health Responsible

FOR ASSIGNOR:

1.....
Alexander Krickler, Managing Director

2.....
Galina Vargova, Finance Director
Nikola Tenov, Procurator

3.....
Todor Klisurov, Head of Safety & Health at Work

Specialized units for ensuring safety and health at work and Environmental protection in “Mondi Stambolijski” EAD

- Safety and Health at Work Department: tel. 032 909 273/332
- Ecology Department: tel. 032 909 321
- Fire Safety and Protection of Population Unit: tel. 032 230, 032 430 (Fire Brigade 032 909 222) 112
- Medical Service: tel. 032 909 261/112
- If you need urgent medical attention, or in case of emergency, ask for assistance from Production Engineer on: 032 909288, 032 909326 or **external phone number 112 in case of emergency situations.**