

## **GTC CONTRACTORS' POLICY**

In order to guarantee high standards regarding health and safety, the environment and work ethics, GTC requires its contractors to perform work on the A1 Motorway roadway in accordance with the following requirements.

### **I. Health and Safety Requirements**

1. The Contractor's employees shall be obliged to comply with the regulations governing fire protection and safe work performance in accordance with the binding law and the Client's in-company requirements in this respect. (The Client shall ensure access to its valid in-company requirements).
2. The Contractor may perform works only on the area pre-agreed in the Agreement. The Contractor's employees must not stay anywhere outside the set-out area of their work site.
3. The Contractor shall be obliged to appoint, in writing, the person to be accountable for managing and supervising the works in progress.
4. Should any works require performance within the Right of Way, the Contractor shall be obliged to assess the risk accompanying the works to be conducted by his employees and consult the assessment with the Client before commencing the works.
5. The Contractor shall be obliged to equip his employees in protective and working clothes, plus personal protection equipment as ensuing from the assessment of their vocational risks; he shall also be obliged to enforce their use. The clothing, equipment, and tools shall be maintained in working condition and clean.
6. The Contractor's management should ensure that their employees are given workplace training before they commence their job, and are familiarised with the occupational risks, the fire prevention requirements, and first aid rules. The training documentation should comply with the binding regulations in this respect.
7. The Contractor shall be obliged to hold regular inspections of his employees and the work site for safety and hygiene at work.
8. The Client enjoys the right to:
  - a. hold inspections of the work safety and hygienic conditions on the Contractor's work site,
  - b. demand that the Contractor's management remedy or take corrective actions with respect to any irregularities discovered during the inspections,
  - c. checks the method any actions related to the irregularities referred to above are taken.

9. The Client has the right to remove from his land all Contractor's employees who repeatedly and notoriously violate the rules of working safe, despite prior warnings.
10. Drinking alcohol, taking drugs, or working drunk or drugged is forbidden. Therefore, the Client shall be entitled to conduct check-ups of the Contractor's employees in this respect. Anyone who refuses to be tested shall be deemed to be under the influence of such substances. In such a case, or should a test yield a positive result, the respective person shall be immediately removed from the work site and the Client's land.
11. The Contractor should keep a record of inquiries into any accidents suffered by his employees, in accordance with the binding regulations. The Contractor shall report any accidents at work suffered by his employees when performing the Agreement to the Client. Any event of the kind should be immediately reported to the person supervising the works on the Contractor's part and to Client's representative.
12. Before commencing the works, the Contractor shall inform the Client of the type of chemical substances and preparations intended for use. The substances and preparations should be correctly marked and properly stored.
13. Should any incident occur, related to e.g.: intoxication, gas leak, damage to the motorway infrastructure (including electrical installations, power supply cables, fibre optic cables, etc.), or environmental pollution, the Client shall be instantly notified of the fact.
14. Before commencing any works carrying fire hazard, the Contractor shall notify the Client thereof.
15. Should any discrepancies with the binding law relating to safe performance of the work be discovered, the Client may stop the works, and the Contractor shall bear all consequences which might ensue therefrom.

In the event the works are subcontracted to another Contractor, the above listed requirements shall also apply thereto, including all consequences thereof.

## **II. Environmental Requirements**

1. The Contractor is obliged to pursue its business in compliance with the binding law regulating protection of natural environment.
2. At the time the materials and substances to be used are selected, their environmental impact should be considered. Hazardous substances should be replaced with less dangerous or harmless ones, if only possible.
3. When performing his duties, the Contractor should take effort to limit the volume of the wastes produced. Any materials fit for reuse should be reclaimed or accumulated selectively and passed on to a licensed collector.
4. The Contractor should aim at optimising energy, water, and material consumption.

5. The Parties agree that all wastes, including hazardous wastes produced in the Contractor's activities shall be his property and that he satisfies the requirements of the law, related to the produced wastes.
6. All hazardous wastes, as well as wastes other than hazardous, which are produced in application of the substances/preparations provided by the Client, shall also be the Contractor's property. It is forbidden to discharge substances or wastes (e.g. oils, solvents, pesticides, and the like) to the Client's sewers, surface waters, or the ground.
7. In view of the above, the Contractor shall be obliged to sort its wastes at their production site, store/discharge them properly, and to submit the relevant documentation evidencing the above to the Client.
8. On request from the Client's representative, the Contractor shall present for inspection and provide the documentation connected with its operations in terms of the environment. The Contractor shall take proper steps to eliminate any transgressions or irregularities, if any, pointed out by the Client within the set time limit.
9. Should any non-compliances with the binding regulations relating to keeping the work site tidy or protecting the environment be discovered, the Client may stop the performance of the works, and the Contractor shall bear all consequences ensuing therefrom.
10. In the event the works are further subcontracted, the above listed requirements shall also apply thereto, including all consequences thereof.

#### Post-completion Documentation

Following completion of the works, the Client shall review the Contractor's documentation confirming satisfaction of the above requirements. Any shortcomings or irregularities as concerns satisfaction of the health and safety requirements or environmental requirements must be remedied before signing the final work completion record

### III. Ethical Standards

1. Protection of property and equipment - GTC requires respecting the property of GTC and its clients. Anything which constitutes the property of GTC may only be used on authorisation. Theft of GTC's property shall not be tolerated.
2. Keeping confidentiality – GTC requires protection of confidential information provided by GTC to the Contractor. Moreover, GTC shall not tolerate taking any actions based on any confidential information received in error, irrespective of whether the information was provided by GTC, its clients and partners, or anyone else.
3. Protection of personal data – GTC requires that any operations on personal data, such as their collection, recording, comparing, storing, or deleting, or any operations combining the above be performed in compliance with the legal regulations in force, GDPR act included.
4. Prevention of corruption and bribery – GTC requires its Contractors to run their businesses honestly. No bribery or corruption shall be tolerated. In addition, the Contractor

shall be obliged to make sure that all his reports, documents, and invoices are complete, precise, reflect true facts, and are not misleading.

5. Honest competition – GTC requires compliance with the rules of honest competition. The Contractor must not be involved in bid-rigging construed as delaying the submission of tender offers, submitting courtesy or overpriced offers, resorting to tender rotation, or any other mechanism which affects honesty of competition in tender procedures.

6. Conflict of interests – GTC requires avoiding situations in which the Contractor, when cooperating with GTC, might face conflict of interest, or which potentially trigger conflict of interest. GTC should be notified of all conflicts of interests which have occurred.

7. Hospitality and gifts – the Contractor shall not offer or receive any forms of hospitality or gifts which may affect or seem to affect business decisions of the Contractor, GTC, GTC's clients, or any other persons.

This Policy is approved by the signatories of the Management Board of Gdansk Transport Company S.A.