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## 1. PURPOSE

The purpose of this specification is to ensure that the activities carried out in the working areas of Kazan Soda Elektrik Üretim A.Ş. concerning the works tendered to the Contractor company are carried out within the framework of legal rules and that they work in accordance with occupational health, safety and environmental rules.

## 2. SCOPE

This specification covers the occupational safety and environmental rules that the subcontractor must comply with and the occupational safety measures to be taken in the construction of all kinds of works that ..... will carry out or will have to carry out with the title of main contractor.

## 3. DEFINITIONS

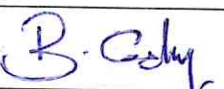



**EMPLOYER:** Kazan Soda Elektrik Üretim A.Ş.

**CONTRACTOR:** Kazan Soda Elektrik Üretim A.Ş. company that will serve in the work site.

## 4. GENERAL DUTY AND RESPONSIBILITY OF THE CONTRACTOR

**4.1. CONTRACTOR** throughout the process of executing the works hereby accepts, declares and undertakes to comply with OCCUPATIONAL HEALTH AND SAFETY LAW No. 6331, LABOR LAW Nr. 4857 and SOCIAL INSURANCE AND GENERAL HEALTH INSURANCE LAW Nr. 5510, ENVIRONMENTAL LAW No. 2872 and all provisions of regulations, statutes, regulations and circulars issued on the basis of these laws ("Legislation"), to other provisions related to OHS and social security issues specified in this Agreement and its Annexes, to OHS and environmental practices and personnel procedures developed by the **EMPLOYER** and followed in the workplace in full and complete, that it will not cause / allow the employees to work under unhealthy and dangerous conditions by fully fulfilling their obligations arising from the performance of the works.

**4.2.** In case of any damage due to the failure of the contractor or its employees to take the necessary precautions, all of these losses will be covered by the contractor. By signing this specification, the Contractor, in the event of causing the Employer damaged due to its ant neglect and defect hereby accepts in advance to pay all of this damage together with interest and without any objection or defense.

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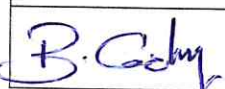



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**4.3. The EMPLOYER** will be able to audit the **CONTRACTOR** on Occupational Health and Safety ("OHS"), Labor Law, Social Security and environmental issues and will be able to give instructions on these matters. The **CONTRACTOR** shall immediately comply with all written and verbal orders and instructions given to it by the authorized personnel of the **EMPLOYER**, strictly and without any objection. Any administrative, criminal and legal responsibility that may arise in case of non-compliance shall belong to the **CONTRACTOR**.

**4.4.** Within the scope of the **CONTRACTOR's** practices by public institutions and organizations [Ministry of Environment and Urbanization, Provincial Directorate of Environment and Urbanization, Ministry of Labor and Social Security, etc.], the nonconformities identified on-site are entirely the responsibility of the **CONTRACTOR** any administrative, criminal and legal responsibility that may arise shall belong to the **CONTRACTOR**.

**4.5.** The contractor is directly an employer against the employees it employs for the works he undertakes to do. For that reason it has to provide continuous training to take all the measures in the occupational health and safety legislation and all the measures specified in this specification, without giving any warning or correspondence, in order to prevent work accidents and occupational diseases in the workplace and in the works allocated to it and to comply with the rules applied in the workplace, to provide all kinds of tools and equipment, to keep them in the workplace, to have their employees use them. The Contractor shall take all kinds of actions in accordance with the provisions of the applicable laws and regulations in order to save its employees from work accidents and occupational diseases and shall have all employees receive training. All kinds of criminal and legal liability arising from accidents in the work area or in the surrounding area, whether due to negligence or carelessness or employing incompetent employees, shall belong to the Contractor. The expenses for the treatment of the injured employee, the compensation to be paid to the injured employee himself or to the beneficiaries of the deceased employee, and the compensations to be paid to third parties due to fire and work accidents shall also belong to the contractor. Any penalty to be imposed on us by the Social Security Institution, shall recourse to the contractor and the contractor will cover this. The contractor will be responsible for any work accident or any material damage during the work of the contractor and the contractor will indemnify all of them. The employer will not be in contact with a third party or its attorney.

The contractor is directly responsible to third parties for fire, environmental impact and accidents. In addition, it will take all actions in the occupational health and safety legislation

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without the need for any warning or correspondence and also it will have its employees take these precautions.

**4.6. CONTRACTOR** will directly deal with the relevant positions and authorities with the knowledge and approval of the **EMPLOYER** in all kinds of official audits, examinations and investigations to be made both in the workplace and in relation to his own workplace, such as OHS, Labor Law, Social Security, Finance / Accounting / Tax.

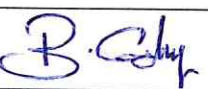

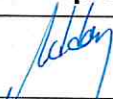
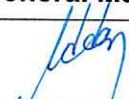
**4.7.** In case of violation of the Law on the Protection of Personal Data arising from the deficiencies identified as a result of the inspections to be made by the labor inspectors and the practices of the **CONTRACTOR**, a penalty will be established against the **EMPLOYER** and/or a penalty that is understood to belong to the works and transactions of the **CONTRACTOR** will be deducted from the **CONTRACTOR's** progress payments.

**4.8.** In case the **CONTRACTOR** uses subcontractor(s) in the performance of the works, all of the obligations attributed to him in this Contract will also apply to subcontractors/contractors and the **CONTRACTOR** shall be exclusively responsible for the actions/transactions of the subcontractor/subcontractors against the **EMPLOYER**.

**4.9. The CONTRACTOR** is a direct employer against the works it undertakes to do and the workers it employs. **The CONTRACTOR** is obliged to take all the actions specified in the occupational health and safety legislation in order to prevent work accidents and occupational diseases in their work, to provide all kinds of materials, tools and equipment necessary for this issue, to keep them in the workplace and to have them use them, and to supervise the whole process.

**4.10.** If the **CONTRACTOR** declares that he will employ a **SUB-CONTRACTOR** and this request is approved by the **EMPLOYER**, all of the above-mentioned provisions shall apply to the **SUB-CONTRACTOR** as well as the **CONTRACTOR**.

**4.11. The CONTRACTOR** shall keep a copy of the documents submitted to the **EMPLOYER** and make them available to show whenever asked. It is also the **CONTRACTOR's** responsibility to monitor the validity periods of the submitted documents and to renew the expired documents.



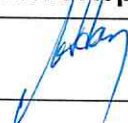

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## **5. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR ABOUT THE OCCUPATIONAL HEALTH AND SAFETY**

**5.1. The CONTRACTOR** is obliged to appoint an Occupational Safety Specialist, Workplace Physician and Other Health Personnel in accordance with the hazard class of Kazan Soda workplace in accordance with the occupational health and safety legislation or to get services from outside (competent institutions/organisations). Apart from this, the **CONTRACTOR** will employ a full-time, experienced at least C class Occupational Safety Expert in the field within the scope of his work and it will increase Occupational Safety Specialists' employment for every 50 employees. **The CONTRACTOR** shall submit the assignment letter of the relevant personnel to the **EMPLOYER** before starting the Work. During the performance of the work, these personnel will not engage in any activity other than **OHS** studies, **The EMPLOYER** shall be obliged to comply with all written and verbal instructions of the Occupational Health and Safety Unit ("**ISGB**") without objection, and to promptly fulfill all applications and instructions notified to the party. Subcontractors given turnkey work in the field, will use their own work permit forms and will work after the **CONTRACTOR's** approval of occupational safety experts in the field. **EMPLOYER** OHS Unit, in case of detection of any deficiencies or nonconformities in the works performed by the **CONTRACTOR** may stop it with "**Job Cessation Notification Form**".

**5.2. If the CONTRACTOR** has more than 50 (fifty) employees and is working continuously for more than 6 (six) months will establish the Occupational Health and Safety Board concerning occupational health and safety. The **CONTRACTOR** shall record the decisions taken by its own Board in the Board Decision Book and inform the **EMPLOYER**. The coordination between the Occupational Health and Safety Committees established by the contractors working in the workplace will be ensured by the **EMPLOYER**. In the event of having less than 50 (fifty) employees, the **CONTRACTOR**, it will appoint an authorized representative by proxy to ensure coordination regarding the implementation of the decisions taken in the board established by the **EMPLOYER**. **The CONTRACTOR** is obliged to comply with the decisions taken by the **EMPLOYER's** Occupational Health and Safety Board.

**5.3. In the event of any work accident, The CONTRACTOR** is obliged to fulfill the necessary legal procedures and **EMPLOYER** officials' instructions, must notify the relevant units of the Social Security Institution under his/her file number, with the "Workplace Accident Notification Form", within 3 (three) working days at the latest. After the accident, accident investigation and root-

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cause analysis will be carried out, necessary actions will be identified and presented to the **EMPLOYER** in writing so that similar accidents will not be repeated. Actions to be taken will be assessed by İSGB, additional measures may be requested if necessary.

**5.4. The CONTRACTOR** is obliged to submit all kinds of documents, reports, remuneration and information pertaining to occupational health, occupational safety, work accidents and employees, requested by the **EMPLOYER**, on time.

**5.5. The CONTRACTOR** is obliged to prepare/have a risk analysis related to the works to be performed in the field. In parallel with the risk assessment, necessary security measures will be taken. **The CONTRACTOR** shall renew the risk assessment made at the latest every two years, irrespective of its own hazard class, according to the **EMPLOYER's** hazard class (very dangerous).

The risk assessment is renewed in whole or in part, considering that the new risks that may arise in the following situations affect the whole or a part of the workplace.

**5.5.1.** Moving the workplace or making changes to the workplace buildings.

**5.5.2.** Changes in technology, materials and equipment used in the workplace.

**5.5.3.** Changes in the production method.

**5.5.4.** Occurrence of work accident, occupational disease or near miss event.

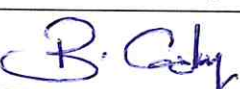



**5.5.5.** A legislative change concerning the limit values of the working environment.

**5.5.6.** It is deemed necessary according to the results of the work environment measurement and health surveillance.

**5.5.7.** The emergence of a new hazard originating from outside the workplace that may affect the workplace.

**5.6. The CONTRACTOR** shall have the periodic controls of the equipment carried out by accredited institutions / organizations accordingly. Equipment that has not been checked will not be allowed to the Facility. The minimum 4 (four) documents required for work and construction machinery intended to be used in the facility or in the mining area are described below. These documents will be forwarded to İSGB before the equipment arrives at the site. Any Equipment that is not submitted with these documents or whose documents are not suitable will not be allowed to the Facility.

- Documents documenting the periodic control of the work/construction machine,

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- SSI Recruitment Declaration of the operator who will use the machine,
- The operator's certificate of the operator who will use the machine, obtained from the construction machinery driving course,
- If the operator who will use the machine is not under the **CONTRACTOR**'s SSI registration / payroll, the official stamped and wet-signed "Temporary Assignment" document of the relevant company.

**5.7. CONTRACTOR**, before actually starting work will ensure that the employee is primarily trained on the issues including job specific risks and workplace and protection actions. The trainings to be given to the employees will be organized by the **CONTRACTOR** for **at least sixteen hours** a year, during the period determined for the Very Hazardous Workplaces, during the employees' employment and during the work continuation.

Before using the work equipment, the employees assigned to use the work equipment by the **CONTRACTOR** are given training on the risks that may arise from their use and the ways to avoid.

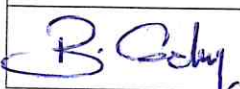



**5.8. The CONTRACTOR** is obliged to collect the signatures of the personnel participating in all trainings and present them to the **EMPLOYER**. The trainings will be offered to the employees visually. At the end of the training, an assessment and evaluation exam will be held for each personnel.

**5.9.** Training certificates, PPE embezzlement forms, and job-specific instructions shall not be more than one year up-to-date on the date of submission to the **EMPLOYER**. Documents completed one-year period are not accepted and no login procedures are carried out.

**5.10.** Personnel who will work on at height (building roofs, electricity poles, work done at height by construction equipment, etc.) apart from Basic Occupational Safety training, he/she will have received Work at Height Training in theory and practice and will be certified. Employees who will work at height must have a work-at-height health approval issued by the Work Place Physician.

**5.11. CONTRACTOR**, will prepare annual training plan. The subject of the training to be given, the dates on which it will be held, the duration of the training, who will attend the training, the aim and purpose of the training will be cited in the annual training program. A copy of the prepared annual training plan will also be submitted to the **EMPLOYER ISGB**.

**5.12.** In the workplaces, cool drinking water of suitable quality will be available for the

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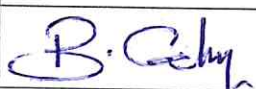

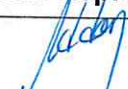

employees to easily benefit from. This compliance will be certified by local authorities and municipalities.

**5.13. CONTRACTOR**, will render personal protective equipment to its employees free of charge, after maintenance and repair and replacement of needed equipment, will be kept in hygienic conditions and will be ready for use. The Occupational Safety Equipment will be given in return for the signature with the embezzlement form. A copy of the embezzlement forms issued will be submitted to employer İSGB. **CONTRACTOR** supplied personal protective equipment will be selected in compliance with the Personal Protective Equipment Regulation and the hazards and working conditions in the work area. Personal Protective Materials must be CE certified. The **CONTRACTOR** will take every action to ensure that workers use personal protective equipment properly and the Employer's suggestions and demands in this regard.

**5.14. CONTRACTOR**, it is obliged to submit the "Recruitment / Annex 2 Periodic Inspection Report" to the Employer's Workplace Medicine, by having its employees do the "Recruitment Health Checks" required in the Legislation before the performance of the Work. The **CONTRACTOR** shall forward the health data to [saglik@kazansoda.com](mailto:saglik@kazansoda.com) e-mail address or hand over to the Occupational Medicine in a sealed envelope. Employees without the consent of the **EMPLOYER** Occupational Medicine will not be allowed to start work.

Employees who have not received the specified health reports will not be allowed to start work. In addition to the periodic health report of employment, when required by the **EMPLOYER** Occupational Physician;





- Lung X-ray
- Audiometer (Hearing Test)
- Pulmonary Function Test
- Porter Examination (Canteen employees, Çaycı)
- Vaccines (Tetanus Vaccine)
- Blood Tests (Hepatitis etc.)
- Covid19 vaccine information will be requested for each employee during the pandemic period.

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- 5.15. The **CONTRACTOR** will fill in the forms prepared by the **EMPLOYER** in order to protect the general health concerning the pandemic issues during the recruitment of the personnel, will share the necessary information with the Occupational Physician. If a matter for the protection of general health is identified, the person concerned is not allowed to work for a period of time or indefinitely.
- 5.16. Genetic and health data, which will be obtained from the **CONTRACTOR's** employees and defined by the relevant legislation as special quality personal data, will be processed by the workplace physician Unauthorized access to these data will be prevented and processed exclusively by the Workplace Physician. Implementation of the security measures needed in the area to be allocated by the **EMPLOYER**, it is the sole responsibility of the Workplace Physician to request additional security and administrative actions in case of need. The **CONTRACTOR** accepts, declares and undertakes to make the necessary notifications to the workplace doctor so that the workplace doctor is aware of this referenced responsibility and obligation.
- 5.17. Due to the fact that all kinds of official records and documents required by the relevant Legislation are not kept in accordance with the aforementioned Legislation, the **CONTRACTOR** shall be exclusively responsible from the payment of the administrative fines and interests to be cut / accrued by the Ministry of Labor and Social Security and its affiliated Institutions, and from the compensation of the **EMPLOYER** for all the damages incurred for this reason.
- 5.18. The **CONTRACTOR** shall prepare the documents specified in the PR.22.L.01 List of Documents Required for Field Entry for each employee and submit them to the **EMPLOYER** as appropriate. The **CONTRACTOR** shall not employ any uninsured personnel in its Works. The **CONTRACTOR** shall be responsible for the payment of the employees' insurance premiums.
- 5.19. **CONTRACTOR**, for each month as long as the work continues has to deliver the signed payrolls of its employees, signed payrolls, salary payment receipts, SSI service lists, SSI leave notice, and SSI accrual slip and payment receipts to [ik@kazansoda.com](mailto:ik@kazansoda.com) or the employer Human Resources unit in a sealed envelope.
- 5.20. The **CONTRACTOR** cannot in any way allow its employees that it has not entered into the Facility and Mining Site. After the secretly bringing the unregistered employees to the Facility and Mine Site, in cases such as work accidents that these employees will suffer, all

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administrative, criminal and legal responsibility will belong to the **CONTRACTOR**. In the event that the employees having not completed their insurance registry are allowed to the Facility and Mining Site or it is determined that they have entered the **EMPLOYER** shall be fully authorized to remove them from the Facility and Mine Site and/or to impose a penal action against them.

**5.21. The CONTRACTOR** shall not employ child workers or interns under the age of 18 in the workplace, which is in the very dangerous group. In addition to this the **CONTRACTOR** may not allow visitors under the age of 18 to the work and camping area.

**5.22.** In order to prevent contagious diseases, the **CONTRACTOR** shall have the hygiene training of the kitchen and tea shop personnel employed by the authorized institution. Occupational and medical examination of the personnel will be performed by the Workplace Physician at least once a year by the Contractor. Besides, the **CONTRACTOR** is also obliged to have its employees make other examinations and analyzes deemed necessary by the Workplace Physician.





**5.23.** In accordance with the first aid regulation, the **CONTRACTOR** shall have personnel with first aid certificate at the rate of at least 10% of the total number of employees within the scope of Very Dangerous Works.

**5.24.** In the event the **CONTRACTOR** appoints a representative to the "Occupational Safety Committee Meetings", which must be held at least monthly, this person will be the person holding the title of Site Chief (or equivalent).

**5.25.** The **CONTRACTOR** is obliged to present to the **EMPLOYER** a construction method, including the Occupational Safety measures related to the work to be performed. If the construction method is examined by the **EMPLOYER** and found appropriate, the study will be carried out.

**5.26. The CONTRACTOR** is obliged to notify the **EMPLOYER** on the same day of the employees quitting the job and to deliver the field entry card of the employee who left the job to the security unit.

**5.27. The CONTRACTOR** cannot start work without performing occupational safety training, **PPE** control and equipment control, therefore, the **CONTRACTOR** is responsible for any possible delays. The rules in question are also valid for the **CONTRACTOR** personnel who have just started to work after the work has started. The controls specified in this article are recorded with the **Subcontractor Work Permit Form**.

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## 6. PERFORMING PERIODIC SCIENTIFIC CHECKS, ISSUING THE REPORTS

### 6.1. Periodic Inspection of Lifting Tools and Accessories

**CONTRACTOR** shall have periodic scientific controls of every kind of lifting vehicles (mobile crane, hi-up, personnel riser work platform, side boom, chain hoist etc.) and lifting accessories (slingshot, eyebolt, etc.) made to authorized accredited persons/institutions for at least once per annum and will record the date and results of the inspection on an appropriate Inspection Report. In addition, the weekly, monthly, 3 (three) month routine controls of the equipment will be made by an authorized in-house specialist and recorded on the equipment maintenance card. It is ensured that the work equipment is subject to controls by the operators before starting each work. These reports shall be kept in separate files and a copy will be given to the **EMPLOYER**.

### 6.2. Compressors' and Pressure Vessels' Periodic Control

The **CONTRACTOR** shall have the competent persons/organizations perform the periodic technical inspection of its own compressors and all kinds of pressure vessels at least once a year, and shall record the inspection date and results in an appropriate inspection report. These reports shall be kept in separate files. One of its copies shall be delivered to **EMPLOYER**.

### 6.3. Hot Water and Steam Boilers' Periodic Control





The **CONTRACTOR** will have competent persons/organizations perform the periodic technical inspection of its own hot water and steam boilers at least once a year, will have the date and results of the inspection recorded in an appropriate inspection report. These reports shall be kept in separate files. One of its copies shall be delivered to **EMPLOYER**.

### 6.4. Protection and Operational Grounding Installations' Periodic Control

The **CONTRACTOR** will make the protection and **OPERATION** grounding installations of its own workplace at least once a year, by competent persons/organizations, will have the grounding resistances measured, and the control date and results will be recorded in an appropriate control report. The reports will be kept in a separate file and a copy will be given to the **EMPLOYER**.

### 6.5. Power Tools and Mobile Cables' Controls

The **CONTRACTOR** shall deliver power tools and mobile cables to be used in the field two business days before to Electricity Operation and Maintenance unit. After performing the controls required it shall be allowed to use equipment having hung "approved" label.

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## 7. WORK PERMITS

**7.1. The CONTRACTOR** will work in accordance with the procedures concerning Work Permits below, depending on the nature of the work to be done; **Work permit in closed area**

**CONTRACTOR;** before the indoor works to be carried out, the EMPLOYER will request that all lines and equipment related to the closed area to be worked on are closed, de-energized and labeled. Before the study, it will be checked whether there is a suitable atmospheric environment in the closed area by measuring the environment, work will be prohibited without the appropriate environment.

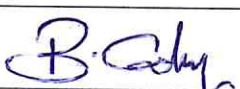


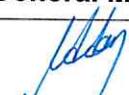
The **CONTRACTOR** will prepare the Indoor Work Permit Form and will start using it after it is approved by the **EMPLOYER OHS Unit**. "**Indoor Work Permit Form**" including the additional measures required for indoor work and specified in this article, before indoor work, will be filled in by the **CONTRACTOR** Occupational Safety Officer and the **EMPLOYER's** relevant Unit Manager, and the work will be started if the measures specified in the form are taken. The **EMPLOYER OHS Unit** will be able to stop the works performed by the **CONTRACTOR** with the Work Stopping Notification Form in the vent of occurrence of any deficiencies or nonconformities.

### 7.2. Work Permit in Hot Works

The **CONTRACTOR;** shall ensure that all welding equipment, grinding tools and pressurized gas cylinders are used in the field in accordance with the conditions determined in the occupational safety legislation, with full machine guards and electrical cables undamaged. The **CONTRACTOR** will prepare the Hot Work Permit Form and will start using it after it is approved by the **EMPLOYER OHS Unit**. Before all welding, grinding and cutting works to be done outside the workshops; "**Work Permit Form for Hot Works**" will be filled with the **CONTRACTOR's** Occupational Safety Officer and the **EMPLOYER's** relevant Unit Manager and If the precautions specified in the form have been taken, the work will begin. The **EMPLOYER OHS Unit** will be able to stop the works performed by the **CONTRACTOR** with the Work Stopping Notification Form in case of any deficiencies or nonconformities.

### 7.3. Permit for Working at Height

**CONTRACTOR;** will ensure that all equipment used in work with mobile or fixed scaffolds and platforms, ladders and human lifting vehicles comply with the requirements of the occupational safety legislation. Scaffolds to be used by the **CONTRACTOR** will comply with TS EN 12810-1,

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TS EN 12810-2, TS EN 12811-1, TS EN 12811-2 and TS EN 12811-3 standards and other relevant national and international standards. The **CONTRACTOR** shall comply with the Regulation on Health and Safety in the Use of Work Equipment and the Regulation on Occupational Health and Safety in Construction Works in its works concerning the scaffolds. The **CONTRACTOR** will prepare the Work at Height Permit Form and will start using it after it is approved by the **EMPLOYER OHS Unit**. Before the work to be done at height; "**Work at Height Permit Form**" will be filled with the **CONTRACTOR** Occupational Safety Officer and the **EMPLOYER's** relevant Unit Manager and the work shall resume if the precautions specified in the form have been taken.

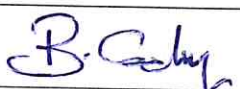



Personnel who will work at heights must have received "Working at Height Training" and must have a "Health Work at Height Report". The **EMPLOYER OHS Unit** will be able to stop the works performed by the **CONTRACTOR** with the Work Stopping Notification Form in case of any deficiencies or nonconformities.

## **7.4. Permit to Operate Crane, Elevator Work Platform**

If the **CONTRACTOR** will operate a mobile crane or personnel lift work platform at the **EMPLOYER's** site, personnel's the operator certificate and the work equipment's legal periodic control will be checked by the **EMPLOYER**. The contractor is obliged not to use cranes and personnel lift work platforms that have electrical or mechanical malfunctions in the work area and to perform periodic maintenance of the work equipment to be used. The **CONTRACTOR** will prepare the Crane and Personnel Lifting Work Platform Work Permit Form and will start using it after it is approved by the **EMPLOYER OHS Unit**. Only work equipment and accessories produced for this purpose are used for lifting people. Before each study; The **CONTRACTOR** Occupational Safety Officer will fill in the "**Crane and Personnel Elevator Work Platform Operation Permit Form**" together with the **EMPLOYER's** relevant Unit Manager and shall start work if actions identified in the form are taken. **EMPLOYER OHS Unit**, in the event of detecting any deficiencies or nonconformities in the works performed by the **CONTRACTOR** it will be able to stop work with the Work Stopping Notification Form.

## **7.5. Excavations Permit**

The **CONTRACTOR** will take the necessary actions to prevent damage to underground cables, gas pipes, water, sewerage and other distribution systems and to minimize possible hazards from them before excavation works and will be in contact with the **EMPLOYER** on the subject. Appropriate slope angles will be identified and/or appropriate supports and embankments with

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static calculations will be used considering the ground structure, climatic conditions, tremors in the vicinity of the excavation area, surrounding water resources and excess load forces during excavations. Excavation surfaces, slope and height of the slopes will be selected in accordance with the structure of the ground, its strength and working methods. **The CONTRACTOR** will check the excavation side surfaces in accordance with the Occupational Health and Safety Regulation in Construction Works. The **CONTRACTOR** will prepare the Excavation-Construction Works Permit Form and will start using it after it is approved by the **EMPLOYER** OHS Unit. Before the excavation works, the "**Excavation-Construction Works Permit Form**" will be filled with the **CONTRACTOR** Occupational Safety Officer and the **EMPLOYER's** relevant Unit Manager and the work shall resume if the precautions specified in the form have been taken. **EMPLOYER OHS Unit**, in the event of detecting any deficiencies or nonconformities in the works performed by the **CONTRACTOR** will be able to stop with the Work Stop Notification Form.

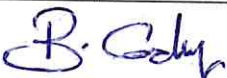
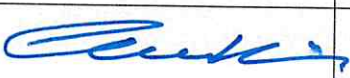


#### 7.6.Power On / Off Permit

**The CONTRACTOR** shall request from the **EMPLOYER** to cut off the energy of the relevant equipment in all works related to equipment maintenance, repair, assembly/disassembly, equipment cleaning and power lines. Equipment will not be energized until the work such as maintenance and cleaning is completed. Power on and off operations will be carried out by the relevant Unit Managers of the **EMPLOYER** through the "**Energy Cut Off Request Form**".

The work of the **CONTRACTOR** identified to have started work without obtaining work permits, will be stopped and work will not be started until the necessary work safety measures are taken. Therefore, the **CONTRACTOR** is responsible for the damages that may arise from the delays.

### 8. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES CONCERNING ENVIRONMENTAL LAW




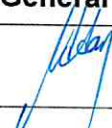
8.1. The **CONTRACTOR** operates in line with the Environmental Law No. 2872 and related legislation practices during the execution of the work. In all its activities interacting with the environment, the contractor adopts a policy to prevent pollution, reduce or completely eliminate negative effects on the environment, protect natural resources, energy efficiency, and protect species.

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- 8.2. The CONTRACTOR** will use materials that will cause the least harm to the environment for the chemical materials (paint, oil, etc.) to be used it will provide a Safety Data Sheet (SDS) and hang this form to be seen in the relevant areas of the EMPLOYER's work area. **The CONTRACTOR** will explain to its employees the storage conditions of these materials, the conditions of use, the necessary personal protective equipment (PPE), what to do and how to store or dispose of the remaining packaging and leftover material after the end of the work, and will follow up the practices.
- 8.3.** In case of spillage and/or leakage such as chemicals, diesel, products originating from the **CONTRACTOR's** responsibility to clean/purify the area by informing the **CONTRACTOR** immediately to the HSE Directorate, will act in line with the provisions of the Waste Management Regulation and the Regulation on the Transport of Dangerous Goods by Road.
- 8.4. The CONTRACTOR** is obliged to collect the excess materials, used PPE, packaging wastes, all hazardous and non-hazardous wastes separately at the source, and to leave the work area clean by ensuring their recovery/disposal in accordance with the environmental legislation.
- 8.5. The CONTRACTOR** cannot start work without performing environmental training, therefore the **CONTRACTOR** is responsible for any delays.
- 8.6. The CONTRACTOR** is obliged to collect all wastes such as excess materials, metal residues, construction residues in the work area in accordance with the waste collection rules of the **EMPLOYER and to leave the work area clean.**
- 8.7.** The **CONTRACTOR** shall be responsible for all wastes generated after its activities, products and services, and the resulting hazardous wastes (waste motor oil, transformer oil, waste vegetable oil, waste oil and material contaminated with hazardous chemicals, absorbent/absorber, waste battery and accumulator etc.) provides the collection, transportation, intermediate storage, recovery / disposal of non-hazardous wastes (glass, plastic, metal, paper / cardboard, etc.) in accordance with the relevant legislation. The contractor informs all personnel related to the management of hazardous and non-hazardous wastes and ensures that training activities are carried out. It acts in accordance with the provisions of the Zero Waste Regulation.
- 8.8.** The **CONTRACTOR** ensures that all necessary materials and equipment (chemical & oil overflow containers, absorbent material, waste collection box/container, etc.) regarding the environmental controls to be implemented are found completely. This ensures that materials and equipment are in internationally accepted norms (CE and EN).

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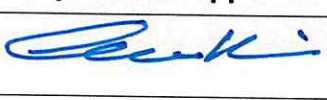




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- 8.8. When any environmental inconvenience or accident occurs as a result of the CONTRACTOR's activities, it immediately informs the employer and takes all actions concerning the restoration of the scene, covers all expenses. In the event that the employer suffers material and moral damage due to the environmental accident, the right of compensation and recourse arises.

#### 9. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES RELATED TO THE LAW ON THE PROTECTION OF PERSONAL DATA

- 9.8. **CONTRACTOR** is obliged to obey relevant legislation including but not limited to the collection, arrangement, modification, storage, recording, transfer to third parties, transfer abroad, deletion, destruction, anonymization of personal data for the execution of work during the the execution of the work. **YÜKLENİCİ**, hereby accepts, declares and undertakes that will not process, transfer to any Third Party the general and special data obtained during the performance of the work, except for the purpose of performance of the contract and the conditions written in the Contract, the conditions permitted by the relevant legislation.
- 9.9. **CONTRACTOR** is obliged to prevent unlawful processing of personal data obtained, to prevent unlawful access to personal data, to take all necessary technical and administrative actions to ensure the appropriate level of security in order to ensure the preservation of personal data, and to carry out the necessary inspections and in this regard, the employees who provide services to the EMPLOYER are obliged to undergo training.
- 9.10. **The CONTRACTOR** hereby accepts, declares and undertakes that it has obtained explicit consent from the person transferring the sensitive personal data of its employees, which requires explicit consent, in accordance with the legislation, and fulfills the obligation to inform in terms of all types of personal data transferred.
- 9.11. **CONTRACTOR** will only process personal data to the extent necessary for the performance of the services subject to this contract, and will define its employees' data access and processing authorizations in accordance with the Personal Data Legislation only to the extent necessary to perform the service; and hereby accepts declares and undertakes to ensure that the employee does not share the accessed information and the passwords/methods used for access with anyone while using these access rights.

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**9.12. CONTRACTOR** hereby accepts, declares and undertakes during the term of this contract and even if the contract is terminated for any reason, they will act in accordance with the legislation regarding the execution of the business, including the processing of personal data, during the performance of the service subject to this Specification, In case of non-compliance with the instructions given, they will inform the reason for this situation and they will pay in cash and in full for the direct and indirect damages that will result from not acting accordingly.

#### DOCUMENTS REQUESTED AT THE START OF WORK

The documents required at the beginning of the work are given in the PR.22.L.01 List of Documents Required for Entering the Field. The documents will be delivered to Kazan Soda A.Ş. within working days and two working days before.

Moreover, with the scope of KVKK Provisions;

SSI Recruitment Notice, Temporary Assignment Document will be sent to ik@kazansoda.com e-mail address or delivered to the Employer Human Resources unit in a closed envelope.




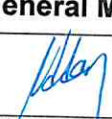
Health documents will be sent to saglik@kazansoda.com e-mail address or hand-delivered to Occupational Medicine in a sealed envelope.

Occupational Safety documents will be sent to the isguzman@kazansoda.com e-mail address or hand-delivered to the Occupational Safety Unit in a sealed envelope.

#### 10. PENALTY PRACTICES

In case the contractor's works do not comply with the legal regulations the employer may stop the activity of the contractor company without the need for any warning until the violation is eliminated, or a warning may be given for once by the employer's representative / Occupational Safety Specialist.

The employer's warning or stopping the activity does not mean that he has given up or postponed the use of his other rights and powers arising from the contract. In case of such a violation of the legislation, no extension of the day for the suspended period can be requested, and a penalty deduction to be determined by the Employer will be collected from the Contractor or deducted from the Contractor's progress payment. Penalties to be applied will be increased

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each year at the rate of revaluation.

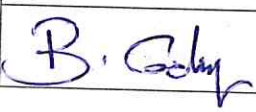
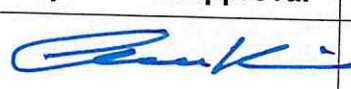

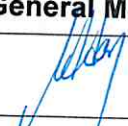
During the work executed, in case of violation of the contract and its annexes and the requirements related to the legislation within the scope of occupational health and safety and environment, the Contractor will be penalized. In case of non-compliance with the occupational health, safety and environmental rules, the total penalty amount that can be applied to the contractor company cannot exceed 12.000 TL at once.

Penalties will be implemented gradually.

- If it is identified that the employees of the contractor company do not comply with the occupational health safety and rules determined in the field and the provisions of the applicable legislation, for each non-compliance, a fine of 3,500 TL is applied to the company to be deducted from its progress payment.
- Within the scope of the work carried out by the contractor company, a period of time will be given to the contractor company in order to eliminate the nonconformity related to occupational health, safety and environment. If the nonconformity identified is still not resolved after the given time, for each non-compliance, a fine of 7.000 TL is applied to the company to be deducted from its progress payment.
- If it is determined for the second time that the same person/persons from the company employees do not comply with the rules regarding occupational health, safety and environment, company employee will be banned from the field, not to be re-entered.
- If it is determined that the employees of the contractor company do not comply with the occupational health, safety and environmental rules, and there is no change as a result of the warnings and penalties. Employer shall have the right to terminate the Contractor's contract unilaterally. In such a case, it will be evaluated by the Employer whether the progress payment related to the works done until that time will be made to the contractor. As a result of the evaluation, it is possible to pay with a deduction or not to pay at all. In such a case, the contractor company cannot claim any rights or receivables.

#### 11. AUTHORITY TO MODIFY

The employer may also request that measures not specified in this Specification be taken for the work and services to be performed. In addition, the right and authority to give permission for some works are also reserved. The conformity of the documents is checked by the Occupational Safety Specialist.

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**12. APPROVAL**

In the works other than the above-mentioned issues, the occupational health and safety laws, regulations and communiqués in force will be acted upon. We confirm that we accept this Specification as it is and that we will ensure that each subcontractor to work on this project complies with the issues specified in this specification.

**Contract Date:****Company Title:****Address:****Name of the Authority:****Employer Seal – Signature****Contractor Stamp-Signature**

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