

On the basis of the Article 39 of the Health and Safety at Work Act (Official Gazette of the Republic of Slovenia, N^o, 43/2011-ZVZD-1)

Luka Koper d.d., Vojkovo nabrežje 38, 6501 Koper, represented by legal representatives: Dimitrij Zadel, President of the Management Board and Vojko Rotar, Member of the Management Board – Labour Director and under the authorisation Boštjan Pavlič, Head of health protection and ecology and Boris Kankaraš, Head of Port security (hereinafter: Luka)

and

DENOMINATION OF THE BUSINESS PARTNER, ADDRESS, represented by _____ (hereinafter: business partner) have concluded the following:

WRITTEN AGREEMENT - N^o. XXXX/20XX

Article 1 (General)

The parties to this Agreement note the following:

- Luka as concessionaire shall be obliged to provide a smooth implementation of port's services within the Port of Koper zone,
- in the framework of a smooth implementation of the activity shall be included also the harmonisation of the measures contributing to implement safety and health at work, fire safety and environmental protection,
- this Agreement of which purpose is to provide measures as per the previous indent of this article, is without prejudice to employment relationship stipulated between the business partner and its employees,
- for the purposes of this Agreement in relation to the pertaining port's activities, a single person is a business partner of Luka also when it is not in direct contractual relationship with respect to the implementation of these services.

Article 2 (purpose of a written agreement)

By this written Agreement, in compliance with the provisions of the Article 39 of the Health and Safety at Work Act (ZVZD-1), shall be defined:

- measures related to the implementations of safety and health at work, fire protection and environmental protection (hereinafter: measures ensuring the safety) at the working sites in the Port of Koper, whereby one or more employers shall be carrying out services,

- responsible workers resp. persons implementing safety measures for each employer separately,
- responsible workers resp. persons, providing a harmonised implementation of measures ensuring safety

Article 3

(arrangement of service provision in relation to health and safety at work)

Business partner shall not start the implementation of services at the work site, without having defined the measures providing the safety and appointed a responsible person for the implementation of measures at joint working sites in the Port of Koper. If, nevertheless, the service is performed and injury or damage occur, the business partner shall bear all responsibility and consequences.

The business partner may perform the service also with help of his subcontractors having acceded to this Agreement (subcontractors, performing party etc.). When involved in the performance of services, the business partner shall be obliged to provide the familiarisation with this written Agreement, which is endorsed by the signature in the table in the Addendum No. 1. At signing the accession to this written Agreement as well as during the period of validity of this Agreement, the business partner shall be liable to inform his subcontractors about joint organisation of implementation of safety measures when carrying out activities at joint working sites in the Port of Koper zone.

Business partner is liable to inform Luka about any change pertaining his subcontractors.

Article 4

(general measures ensuring safety)

Business partner is liable to respect internal rules of Luka Koper, d.d. and valid regulations of the Republic of Slovenia about safety matters and equally provide that these regulations and rules are observed by his subcontractors.

By signing this Agreement business partner explicitly undertakes to transmit, at the request of Luka, official evidences and certificates about compliance with rules related to the measures ensuring safety, required for insurance of all conditions for a safe performance of services, thus enabling Luka to control circumstances, from which depend a safe work at working sites in the Port of Koper and smooth implementation of services.

General measure related to the safety and health at work are laid down in the Rules on safety and health at work in the Port of Koper.

Article 5

(provision of services in the construction of buildings and similar works)

In the event the business partner acts in the Port of Koper zone as building contractor resp. within the meaning of the Decree on the implementation of safety and health requirements at temporary and mobile construction sites, the start of the work shall be subject to the notification given to Luka Koper d.d. and familiarisation with the Safety plan resp. the coordinator of safety at work. In this respect, Luka and the business partner shall fill in and sign the Addendum No 2 to this Agreement.

Article 6

(Responsible workers accountable for the implementation of safety measures at the provision of port's services in the Port of Koper)

Responsible employees resp. persons from Luka Koper, d.d. accountable for ensurance of the safety measures at the performance of port's services at joint working sites in compliance with the Article 39 of the Health and Safety at Work Act (ZVZD-1) shall be defined by daily service plan. Daily service plan jointly with responsible workers resp. persons accountable for ensurance of safety measures shall be exposed at each profit center of Luka Koper, d.d., and it shall be also provided in the information system of Luka.

Business partner shall define responsible workers resp. persons accountable for the implementation of safety measures in the performance of port's services at joint working sites pursuant to the Article 39 the Health and Safety at Work Act (ZVZD-1) by announcement the previous day the group arriving in the Port of Koper zone. A list of business partner's workers (employees) in charge of ensurance of safety shall be displayed at each profit center of Luka and is also provided in the information system of Luka Koper, d.d..

In the event that business partner works jointly with his contractors representing group groups of workers or single workers, obtaining the authorisation from legal representatives, sign the Addendum No 1 to this Agreement, by which shall be deemed that they have acceded to this Agreement. It shall be deemed that by signing this Addendum No. 1 Luka Koper, d.d. and business partner, have endorsed also the Addendum No. 1 to this written Agreement, and thus shall not be necessary to sign it separately.

Business partner is liable to communicate responsible workers resp. persons accountable for ensuring the safety measures during the performance of port's services at joint working sites both for himself and his subcontractors. The list of the aforesaid workers resp. persons shall be exposed at each profit center of Luka and sahl be also provided in the information system of Luka.

In the event the business partner is present during the performance of port's services at several working sites in the Port of Koper, he shall be obliged to appoint a worker resp. a responsible person ensuring safety measures at each working site and the same shall apply for his subcontractors.

Responsible worker resp. person for a harmonised implementation of safety measures at joint working site, whereby two or more employers are present, there shall be a worker resp. a person appointed by Luka. Daily service plan jointly with responsible person resp. worker accountable for a harmonised implementation of safety measures at joint working site shall be exposed at each profit center of Luka Koper, and shall be also provided in the information system of Luka.

Article 7

(responsible workers implementing safety at the construction of buildings and pertaining port's activities)

In the event of the construction of buildings and the performance of pertaining port's activities such as forwarding agency, agency, production and other activities in the Port of Koper, at joint working sites, the business partner shall designate responsible workers resp. persons accountable for the implementation of safety at joint working site pursuant to Article 39 the Health and Safety at Work Act (ZVZD-1) and note them in the Addendum No 1 to the written Agreement, to be signed by the responsible workers resp. persons. Business partner must ensure their constant presence during the performance of services at joint working site. It shall be deemed that Luka and business partner by concluding this Agreement have endorsed also the Addendum No 1 to the written Agreement, meaning that its separate signing is not required.

In the event the business partner works jointly with its subcontractors representing groups of workers or single workers, he shall be liable to record data of his responsible workers as well as subcontractors' responsible workers in the Addendum No. 1 and he shall take care that these workers resp. persons sign this Addendum No. 1. Likewise, the Addendum No. 1 must be signed by a legal representative of the subcontractor or a person empowered by the legal representative, and thereby it shall be deemed that he has acceded to this Agreement. It shall be sufficient that a legal representative of the subcontractor resp. the empowered person signs the Addendum No 1 to the Agreement only once to be considered he has acceded to this Agreement.

Luka Koper d.d. shall designate the workers accountable for the implementation of safety of his workers pursuant to the Article 39 of the Health and Safety at Work Act (ZVZD-1) in the Addendum No. 1 to this written Agreement.

In the event a business partner assumes a full management a single working site, there shall be no need to provide a worker resp. responsible person in Luka, accountable for ensuring safety of Luka workers, but in the remark »contact person«. in the Addendum No. 1, Luka contact person shall be entered.

Responsible worker resp. person accountable for a harmonised implementation of safety measures at joint working site, whereby two or more employers are present, the worker resp. the person designated by Luka Koper, d.d, except in case of joint working sites, where the construction of buildings is carried out. In this case the responsible worker resp. person for a harmonised implementation of measures the person designated by the business partner, unless otherwise agreed with Luka.

Article 8

(environmental protection and waste management)

Business partner shall undertake to perform the service in compliance with the valid environmental legislation and internal rules of Luka Koper, d.d. , and to respect the policy of a safe and healthy environment of the Port of Koper and the Draft of a major-accident preventions.

Article 9
(fire safety)

The business partner shall be liable to take in consideration all fire safety measures stated in the Fire safety order Luka Koper resp. the compendium of the or measures specified in rules edene in other regulations related. In particular, but not exclusively the following measures are relevant:

- when using the open fire (welding, grinding, burning and similar) the business partner is liable to obtain a written authorisation of the organisational unit of Luka Koper, d.d. for the fire protection of the Port of Koper.
- smoking is forbidden in the whole Port of Koper area except on defined and marked locations.
- use the sparking tools, where flammable substances are stocked or decanted is forbidden.

Article 10
(traffic system in the Port of Koper zone)

The Traffic system applied in the Port of Koper must be observed. While walking and driving, business partner's workers and his subcontractors must observe traffic signs, warning signs, traffic restrictions and pay attention to risk of injuries where port's working processes are carried out. The abovementioned locations are in particular, but not exclusively: location where vehicles are loaded resp. unloaded, railroad crossing, areas close to open doors of port's warehouses and containers, goods stackings and similar, which are in the ki so na celotnem območju of the Port of Koper.

Article 11
(incidents)

Business partner is liable to comply with the provisions related to the reporting and detection of incidents as provided in the Regulation on the implementation of health and safety at work in the the Port of Koper and other internal rules.

In particular the business partner undertakes to inform the security control centre of Luka Koper, d.d. on the phone number 05 665 6 950 in case of an incident occurring to his workers resp. his subcontractors' workers or in case of incident witnessed by himself.

Where necessary, he must inform the competent inspection authorities.

Luka Koper, d.d. shall reserve the right to entry ban in the Port's zone in case person are not willing to collaborate in detection procedures of incidents resp. to making statements.

Article 12
(prohibition of arbitrary use, development, completion or remaking of buildings and resources)

Business partner and his sub-contractors shall not be allowed to arbitral use, development, completion or remaking of buildings and other equipment (tools, machines) and port's infrastructure (electroenergetic, telecommunications, water, transport and other infrastructure

and similar), which are owned or managed by Luka (electric, phone, water and other network and similar), without a prior written consent of Luka.

Business partner shall be liable to clearly recall Luka Koper, d.d. to each deficiency of buildings, tools or equipment, which might cause a danger, damage or injury of the worker.

Article 13
(safety in the railway transport)

Business partner and his contractors providing services in compliance with the rules on railway transport in compliance with rules on railway transport (management of railway cars, shifting works at tracks, tracks maintenance), must comply with all provisions applying in this field and with operating rules applying for rail sidings operations in the Port of Koper. Only subcontractors possessing the authorisation for the performance of these activities shall be liable to provide for the training and the medical examination of the workers.

Article 14
(monitoring of compliance with measures)

At any time, Luka shall have the right, and not the duty, to implement the Agreement in a way, which shall not represent an imminent threat to a human health and life or material resources, shall have the right to stop any activity of the business partner PREJETO in the Port's zone. The violation of this written Agreement shall constitute also a violation of the provisions of the business relationship between Luka Koper, d.d. and the business partner.

Article 15
(violation of regulations)

In the event of a serious non-compliance with provisions of this written Agreement, legislation and internal rules, Luka may terminate the business cooperation. It shall be deemed that the business partner commits a serious violation of the provisions of this Agreement, in the event of the threats to health and to life in the Port of Koper zone or in a wider environment resp. in the event despite a written warning of Luka Koper, d.d. several times repeats minor violations of this Agreement.

Article 16
(regulations)

Whereas certain matters are not regulated by this written Agreement, provisions of a valid legislation, rules and working instructions of Luka Koper d. and other internal rules of Luka shall apply in the implementation of the safety measures.

Article 17
(accessibility to internal rules of Luka Koper)

Regulations and other rules, of Luka Koper, d.d. related to the safety measures are published on Luka Koper, d.d. website.

Article 18

(knowledge and comprehension of internal rules of Luka Koper, d.d.)

At the conclusion of this Agreement, the business partner has read and understood documents of internal rules of Luka Koper, d.d., referring to the safety and health at work, fire safety and environmental protection. Reference to the ignorance of laws and internal rules of Luka Koper, d.d., shall not release the business partner from the responsibility for eventual consequences.

Article 19
(adherents to the written Agreement)

It shall be deemed that the subcontractors of the business partner have acceded to this Agreement, and therefore at their arrival at the joint working site they shall harmonise the measures with a worker resp. with a person appointed by the business partner pursuant to Articles 6 and 7 (depending if it is the case of the performance of port's services, construction works or pertaining activities) and all together with a worker resp. a person accountable for a harmonised implementation of measures in the event the services at joint working site are performed by two or more employers. The start of the performance of services at a joint working site shall be allowed to the entity having signed the Addendum No 1 to this Agreement, having been familiarised with this Agreement concluded between Luka and the business partner, as well as with other documents related to Luka internal regulation, as resulting from this Agreement. By signing the Addendum No. 1 to this Agreement, the entities having acceded to this Agreement, state not only they have been familiarised with this Agreement and documents related to the internal regulation of Luka, but they further commit themselves to respect this regulation.

Besides the parties to this Agreement and entities who have acceded to this Agreement, as resulting from the Addendum No 1 to this Agreement also other participants having concluded ewritten agreements pursuant to Article 39 of the Health and Safety at Work Act (ZVDZ-1) with the same resp. similar content may operate at joint working site. Without prejudice to the aforesaid, the same rules resp. measures for safety ensurance shall apply for all above mentioned persons, their operation shall coordinated by a person pursuant to Articles 6 resp. 7 of this Agreement.

Article 20
(disputesi)

The parties shall solve all disputes which may arise from this Agreement or due to this Agreement, amicably. If no agreement is reached, the settlement of disputes shall be entrusted to the competent court in Koper.

Article 21
(validity of the written Agreement)

This Agreement shall be valid until the revocation from the side of Luka Koper, d.d. and shall invalidate all eventual previously concluded »Agreements on joint safety measures« and written agreements.

Article 22

This Agreement is made out in two copies, whereof each party shall receive one copy.

Koper, on _____

LOCATION, on _____

LUKA KOPER d.d.

DENOMINATION OF THE
BUSINESS PARTNER

Head of Health protection and ecology
Boštjan Pavlič

Represented person's name

Head of Port security
Boris Kankaraš

Represented person's signature

Addendum No. 1 to the WRITTEN AGREEMENT No. XXXX/20XX concluded between Luka Koper d.d. and its business partner DENOMINATION OF THE BUSINESS PARTNER

By signing this Addendum the subcontractors states to have acceded to this written Agreement between Luka and business partner, to having taken dully note of this Agreement as well as of other documents related to the internal regulation of Luka Koper, d.d. , committing himself to respect them.

List of participants at joint working sites during the performance of (service/project):

Denomination of the activity - services	Denomination of the business partner/ subcontractor:	Address, place, P.O. Box:	Email:	Name and first name of the representative of the natural person in the event of sole proprietor:	Name and firts name of the worker accountable for the implementation of safety measures - signatures:	Phone:	Date of adherence:	Remarks:
Main Contractor								
Contact pearson	Luka Koper, d.d.	Vojkovo nabrežje 38, 6501 Koper		Dimitrij Zadel				
Subcontractor								