

1. Scope and application of these Rules of Conduct

These general rules of workers' protection, of fire prevention, and of protecting the environment (hereinafter referred to as *Rules of Conduct*) are applicable to outsider businesses (hereinafter referred to as *Contractors*) performing works in facilities and on sites of Duna-Dráva Cement Kft. under work contracts, assignment agreements or any other legal relationship. The Contractor is required to comply, and to make its subcontractors and other vicarious agents comply, with these Rules of Conduct while conducting any working activities. If a Contractor employed by Duna-Dráva Cement Kft. (hereinafter referred to as *Customer*) requires the cooperation of a subcontractor or of any third person under any legal framework in performing its contractual duties, then it shall be held responsible for their acts and behavior - also with regard to compliance with the stipulations of these Rules of Conduct - as if such acts and behavior would have occurred during its own activities.

The Customer and the Company may agree mutually and in writing if any stipulations of these Rules of Conduct are to be varied. Any and all stipulations of these Rules of Conduct not affected by such variation agreement shall remain applicable and binding.

The stipulations of these Rules of Conduct shall be applied to any and all legal relationships based on works (assignment or other) contracts or amendments to contracts established after January 1, 2012.

2. General conditions

2.1. The Contractor assumes responsibility for executing the works in accordance with all applicable legal regulations, the Directives of HeidelbergCement AG, and the relevant statutory standards. The Contractor is required - prior to entering into contract - to review all aspects of the works to be accomplished and to become familiar with the related documentation, and to inspect the worksite to see that conditions of work are satisfactory. Prior to commencement of works the Contractor shall - if requested by the Customer - prepare a schedule of contractual works and to finalize the same in consultations with the Customer.

2.2. The Contractor is required to organize - if necessary in consultations with the Customer - the performance of works by ensuring that the timing of its activities shall be harmonized with the operational practice in use at its worksite.

2.3. Subcontractor(s) may be employed only if approved previously in writing by the Customer. The Contractor is required to keep the worksite at all times clean and fit for the purposed use and shall return the same to the Customer upon finishing its activities in the state as originally taken over.

2.4. The Contractor is required to employ for the performance of works sufficient staff with the necessary qualifications and professional experience, and to designate a worksite manager, and to communicate in writing the name and phone number of its designated worksite manager to the Customer's named contact person. The documents showing the qualifications of the Contractor's staff shall be presented to the Customer if requested. Any change in the person of the worksite manager shall be reported in due time to the Customer.

2.5. The staff employed shall be present at the worksite and shall maintain their ability to work during the entire period of works conducted on the premises of the Customer. If justified by the situation the Customer has the right to request removal/replacement of persons and in such case the Contractor is required to provide replacement for such persons at its own costs. By entering into the works contract the Contractor warrants to employ its staff in accordance with applicable law and the requirements of authorities. Any costs incurred due to illness, work accidents, or any other cause lying outside the responsibility of the Customer shall be covered by the Contractor.

2.6. Confinement in time and space of mobilization areas/facilities necessary during the performance of works for construction, storage or erection purposes shall be accomplished by the Contractor. Appropriate spaces, rooms, cabins for materials delivered, for tools and equipment and auxiliary materials as well as for use as office shall be provided by the Contractor. The Contractor may use Customer's changing rooms and showers if previously permitted in writing by the Customer and only if requirements imposed by such permit are being met.

2.7. The Customer shall in each case deliver to the Contractor undamaged tools and equipment that are fit for their intended use and not harmful to health and that shall be handed over with all necessary documents. If the Contractor has any complaints with regard to the tools and equipment so received, it shall submit such complaints in writing to the Customer. The Contractor is required to preserve the condition of tools and equipment received from the Customer and to return the same in the condition as received.

2.8. If the Contractor finds defects or deficiency in materials supplied by the Customer, it is required to report such findings to the Customer without delay and in writing.

2.9. The personal and material prerequisites of performing the tasks assumed in the works contract shall be provided by the Contractor. In particular, it shall supply the materials, the auxiliary materials, the parts and components, the tools and hoisting equipment including cranes, the working and safety platforms and stands, the transport equipment, the consumables (welding electrodes, welding gases, etc.), the personal and commonly used safety appliances, as well as provide an adequately qualified staff and perform the tasks of transportation and erection/installation.

2.10. Unless not agreed otherwise, the contract fee written in the contract shall be treated as a lump sum that includes any and all costs of materials and (direct and indirect) costs of services necessary for the contract's performance.

2.11. In accordance with conditions set forth in the works contract, the Customer shall - in situations and against payment as specified in the contract - provide to the Contractor certain tools, ropes etc. for hoisting, hoisting equipment, vehicles, energy supply points, a telephone line and a telefax set, as well as an Internet connection, plus auxiliary materials as well as labor to help out, etc..

2.12. If in the employment of Contractor other entities or workers are to come to the worksite to perform any work, the Contractor is required to report such events to the Customer in due time.

2.13. The Contractor is required to keep a worksite diary in which it shall on a daily regular basis record items of information related to the progress and circumstances of works or related to any problems that may cause delay of works. Said diary shall be presented to the Customer on a daily basis. Any delay under which the progress of works may suffer shall be duly documented in said diary by giving precise details concerning the causes. Delay claims shall not be accepted by the Customer if not reported immediately.

2.14. The Contractor shall be fully liable for damages caused by it. (For this reason, the valid liability insurance policy covering the entire period of works shall be presented to the Customer prior to the commencement of works.)

2.15. After the completion of works a technical commissioning procedure shall take place which shall be recorded in a minutes. If significant deficiencies are found, the commissioning procedure shall be declared as partially or fully failed. In the case of large-volume contracts special stipulations shall be included in the works contracts to regulate matters of starting operations.

2.16. The Contractor warrants that its services shall have the properties assumed under the contract, and shall be in compliance with the legal, administrative and other (technical) requirements, and that they are free from defects/deficiencies that would impair their value. The Contractor warrants that the completed works are fit for their intended use as provided by the contract. The warranty period covers 12 months after commissioning, unless applicable law or the works contract does not impose a longer period. Any defects, deficiencies occurring during the warranty period must be repaired by the Contractor at its own costs. If the Contractor fails to provide remedy for the defects/deficiencies notified to it within the specified deadline, the Customer shall have the right to employ another contractor at the charge of Contractor to provide repair or replacement of such defects/deficiencies.

2.17. The completion date specified in the works contract is strictly binding. In case of delay the Contractor shall pay to the Customer delay penalty amounting to three thousandths daily. Delay penalty amounts shall be calculated on the basis of the contract fee. A different rate of delay penalty may be agreed upon in the individual works contract.

2.18. For settling their legal disputes arising in connection with the works contract existing between the Contractor and the Customer, the parties agree to subject themselves to the sole jurisdiction of Pécs Municipal Court or of Baranya County Court, depending on the value in dispute.

2.19. Concerning the contents of its contract made with the Customer and any facts, data, information, business or technical ideas learned or acquired during the performance of the contract in connection with the contract's subject-matter, with the Customer or its other business partners, the Contractor assumes the obligation of maintaining confidentiality. Said confidentiality obligations are binding for the Contractor also after the completion of the contract.

2.20. Any matters not dealt with in the works contract shall be regulated in accordance with Hungarian law, in particular by the applicable provisions of the Hungarian Civil Code ("Ptk.").

3. Rules concerning workers' safety, prevention of fire and of harms to the environment

3.1. Preliminary qualification:

If reasonable, the aspects of workers' safety shall be dominantly taken into consideration when selecting a contractor. The Customer shall maintain a list of approved suppliers/contractors and in assessments preceding the compilation of such list the records and capabilities of the contractor in workers' safety matters shall be deemed as a substantial factor. The performance of contractors in the area of workers' safety shall be checked by the Customer during assessments for the list's compilation and in inspections made during the execution of works by safety inspectors of the Customer, while the accomplishment of such checks and inspections shall be aided by the Contractor.

The Contractor is required to comply on the premises of the Customer and at its worksite with any and all general and locally specific rules applicable to workers' safety, prevention of fire and of harms to the environment, with rules of entry and exit to and from the premises of Duna-Dráva Cement Kft. and with the rules of traffic within the plant premises, as well as with instructions given by the different safety and health protection signs and symbols.

3.2. If any of the Contractor's applicable instructions concerning workers' safety, prevention of fire and of harms to the environment in any given case are more stringent than those of the Customer, then the more stringent requirements are to be applied.

3.3. The employee designated as the Customer's contact person (technical supervisor) is required to inform - based on relevant documentation - the Contractor concerning the Customer's locally applicable rules (code of conduct, danger zones, storage of materials, modes of giving fire alarm, etc.), and to hand over the worksite to the Contractor in a documented manner. Prior to receiving such information and taking documented possession of the worksite the Contractor must not commence the works.

3.4. The Contractor is responsible for holding training session(s) for its own staff and any and all of its subcontractors/agents concerning workers' safety and the prevention of fire as relevant in the case of the specific job. One copy of the document evidencing the above shall be submitted by the Contractor to the Customer if specifically requested by same.

3.5. Prior to starting a specific job the Contractor is required to compile a risk analysis by duly considering the local conditions and situation. The holding of training session(s) for the Contractor's own staff concerning such risk analysis (risks to be encountered during work, and measures to avoid such risks) shall be documented and such document shall be submitted to the Customer if so requested.

3.6. The organization and rendering of first aid lies in the responsibility of the Contractor, while using the services of the Occupational Health Service, when reasonable, lies outside of said responsibility.

3.7. Without the need for a separate agreement the Customer shall provide access to using the services of the Occupational Health Service in cases of emergency or of need for professional care, on workdays in Vác between 6.00 and 14.00 hours and in Beremend between 7.00 and 15.00 hours. In case of accident the facilities for phoning for ambulance help are freely available to ensure rapid forwarding of damaged persons to a physician or to the hospital. The Customer shall cooperate in fighting fires or mitigating damages, as well as in alarming the state-run professional fire-fighting service.

3.8. The Customer is entitled to check compliance with requirements applicable to workers' safety and protection of the environment. Employees of the Customer entitled to conduct such checks are: the chairman-general director, the plant's director, the plant's production manager, members of the safety enforcement organ, the technical supervisor, the dispatching staff, the heads of maintenance and investment projects, and any persons assigned by these. The Customer is entitled to employ third parties for such checks if professional competence matters.

3.9. If during checking the compliance with the requirements of workers' safety the Customer finds any grave irregularity in how the Contractor's works are being conducted, the Customer has the right to suspend operations and to demand repair or elimination of the problems found. If the Contractor fails to repair/remedy the problem in due time, then the Customer becomes entitled to retain with final effect - and for each separate occurrence - 2 % of the value of works performed so far. If such high-risk situations occur repeatedly, the Customer may bar - with final effect - the Contractor from continuing the works. (On the list of approved suppliers/contractors such Contractor shall be transferred into the "excluded" status.)

3.10. The Contractor is required to use the production and transport equipment in his possession for their original purpose and in accordance with applicable legal regulations, technical standards and other instructions. Maintaining a safe condition of tools, equipment and vehicles lies in the Contractor's responsibility. Personal protection garment and equipment necessary for the job handled and working clothing showing (on a label or in printed letters) the name or

identification symbol of the Contractor shall be provided by the Contractor; its duties include the care and cleaning of such garment and clothing and its replacement when necessary. Deviation from these regulations is subject to a separate written agreement.

3.11. In the course of erecting structures or of putting into operation of facilities after the works contract has been established the Contractor is required to comply with any and all applicable legal regulations, to inform in advance the Customer concerning the erection of such structures or to procure permission for such erection. The Contractor is required to submit to the Customer one set of the documentation covering the so permitted facilities, machinery, and equipment put to use by it during the works.

3.12. Prior to starting any work in an environment involving risks of fire or explosion the Customer is in each case required to warn the Contractor about the dangers that may occur, and to confirm such warning also by making an entry in the worksite diary.

3.13. Smoking is permitted only at locations designated for such purpose!

3.14. If on a worksite given into its sole use the Contractor is engaged in works involving risks of a fire hazard, such works shall be performed in accordance with the applicable legal regulations and the instructions set forth in the Rules of Fire Prevention. The written permission necessary for occasional works involving fire hazard shall be issued by a member of management assigned to direct the works and entitled to issue such permissions, after consulting the competent member of the Customer's management.

3.15. The Contractor is required to report without delay any and all cases of fire occurring during the works or on the site taken over for use by the Contractor to the Customer's representative and later to take part in investigating the fire accident.

3.16. Employees of the Contractor and its subcontractor(s) may move about only on the worksite and may only use ways and paved areas belonging to the worksite.

3.17. The Contractor is required to promptly stop working - and to inform the Customer immediately - if circumstances occur that may endanger the life, health or body of the Contractor's employees. If such circumstances are not the consequence of the Contractor's blamable behavior, then the suspending of works must not have any adverse legal effects for the Contractor.

3.18. Upon the completion of works - in accordance with applicable legal regulations - the Contractor is required to issue a written statement with certifications concerning the quality, suitability, and conformity to standards of the works performed and the materials used.

3.19. The regular safety-oriented revision testing of dangerous tools and equipment in accordance with Annex 1 of Ordinance No. 5/1993. (XII.26.)MüM shall be arranged for by the Contractor, or shall be accomplished by it if in possession of relevant licenses. The documents showing the completion of such revisions testing shall be presented to the Customer's officer assigned to check them.

3.20. The Contractor is under obligation to deliver to the Customer upon commissioning the operation-related documentation in Hungarian language and as specified by applicable law/ordinances, as well as the reports showing test measurements (noise level measurements, illumination measurements, air pollution measurements, etc.) as they are necessary for operation.

3.21. If works are conducted at locations where workers employed by different Customers are doing work at the same place at the same time, coordination is the responsibility of the main contractor (pursuant to the Hungarian Civil Code, Ptk.), or - if no main contractor is involved - of the entity in whose interest the works are being conducted.

3.22. If in the course of works employees of Contractor or of the Customer are causing a works accident, or if the responsibility of the other party is suspected, then recording the circumstances in a minutes and investigating the causes shall be done jointly by the two parties, and if opinions differ the occupational safety officers of the contracting parties shall attempt to settle any discrepancies. A licensed court expert may be invited to participate in the investigation of works accidents if necessary.

3.23. If an employee of the Contractor suffers a works accident that - by statute - must be reported to the authorities, then the Contractor required to submit the report in the required form to the competent occupational safety authority. In such case the accident's investigation shall be conducted in accordance with directives determined by such authority.

- 3.24. In the case of works accidents the Contractor is required - in addition to duties listed by the Occupational Safety Act - to inform verbally the occupational safety officer/technical supervisor of the Customer immediately after such accident occurs. One copy of the minutes recorded on the accident's investigation must be forwarded by the Contractor to the Customer without delay.
- 3.25. Any questions not dealt with in the works contract of the parties shall be governed by the provisions of Act of Parliament No. XCIII of 1993 and its implementation ordinances, of the occupational safety regulations, and of the other applicable legal regulations, standards and rulings.
- 3.26. The Contractor is required to organize and execute the works in a way that involves minimum harmful effects on the environment; it is obliged to comply with any and all applicable environmental regulatory measures, ordinances and rulings that have relevance to the site of the Customer's facilities.
- 3.27. If the Contractor happens to cause an environmental hazard during the execution of works, it is obliged to report the case to the Customer without delay, and to promptly take measures for eliminating the cause of contamination and the contamination so caused. If the Contractor is unable to eliminate the environmental contamination (e.g, removal and disposal, soil exchange, etc.) due to lack of resources, it shall bear all costs of such elimination.
- 3.28. The Contractor is required to make efforts in selecting techniques for the execution of the works that produce a minimum of waste.
- 3.29. The Contractor is required to store any dangerous materials used during the execution of works, and to use them, in a way which prevents their entering/emission into the environment so that they shall not induce harm to the elements of the environment.
- 3.30. The Contractor is required to haul away any and all of its own non-dangerous and dangerous waste produced during the works, and to ensure their disposal in accordance with the applicable legal regulations.
- 3.31. The Customer is required to hand over the worksite to the Contractor in a state that is fit for a safe conduction of the works.
- 3.32. In the plant area handed over for the sole use of the Contractor or on its actual worksite no persons other than the Contractor's own staff may stay or perform any work, unless the Contractor has previously granted permission. Any such areas shall be adequately and clearly marked by the Contractor.