

## GENERAL TERMS OF THE HEALTH AND SAFETY PREVENTION AGREEMENT

By and between:

The party of the first part (hereinafter the COMPANY), as identified in the Particular Conditions of the present Agreement, represented by the person identified in the aforementioned Particular Conditions (hereinafter the COMPANY), and the party of the second part, CUALTIS S.L. UNIPERSONAL (VAT No. B-84527977), with trading address in Calle Argos, 4-6, Madrid (hereinafter Cualtis), represented by the person identified in the Particular Conditions of the present Agreement,

DECLARE:

- I. That they do hereby mutually recognise each other's capacity as representatives
- II. That Cualtis is accredited (registry number CM 8/98) by the General Directorate for Work and Employment of the Local Government of Madrid, as an External Prevention Service that provides services nationally for Occupational Safety, Occupational Hygiene, Ergonomics, Applied Social Psychology and Occupational Medicine, and that it has all the necessary means at its disposal to fully implement the advisory and support activities that are the subject matter of the present agreement.
- III. That the COMPANY, upon execution of the present Particular Conditions, is cognisant of and assumes the stipulations and contents of the General Conditions and Annexes, and in particular, assumes responsibility for executing and implanting any preventive measures proposed by Cualtis as a result of their assessment or support
- IV. That all correspondence and documentary material originating from the present agreement must be sent to the addresses set forth in the Particular Conditions of the present agreement. Any party that decides to change its receiving address for the aforementioned documents and/or correspondence must inform the other party of this change in writing by any reliable means.

And that both parties agree to enter into the present EXTERNAL RISK PREVENTION SERVICE AGREEMENT, the contents of which are in accordance with the General Conditions, Annexes, and attached Particular Conditions, which are an integral part thereof.

## GENERAL CONDITIONS

### SECTION I - DEFINITIONS

**FIRST.** The following shall be understood as:

**Applicable current legislation:** Law 31/1995, of 8<sup>th</sup> November, on Occupational Risk Prevention, articles 31 and 32, Law 54/2002 on Reform of the regulatory framework in Occupational Risk Prevention, article 4, Royal Decree 39/1997, of 17<sup>th</sup> January, Regulation of Prevention Services, articles 16, 17 18, 19 20 and 22 and Royal Decree 688/2005, of 10<sup>th</sup> June, by which the working regime for mutual occupational hazard and illness insurance companies of the Social Security as external prevention services are regulated.

**External Prevention Service Agreement:** Document concerning the agreement of wills between a company and an Accredited Entity by which the parties determine their respective obligations with the aim of facilitating the carrying out of preventive services that are specifically the subject matter of the Agreement in accordance with article 30 of Law 31/1995 on Occupational Risk Prevention.

**Contracting Company:** the company identified in the Particular Conditions of the External Risk Prevention Service Agreement as the recipient of the contracted preventive services.

**Contracted External Risk Prevention Service:** Cualtis in its capacity as Accredited Body for the provision of these services

**Risk prevention:** Any element of training, advice and support of a technical, medical or educational nature, which is a part of Occupational Safety, Occupational Hygiene, Applied Social Psychology or Occupational Medicine as expressed in article 18, point 2, section a) of Royal Decree 39/1997, of 17<sup>th</sup> January, Regulation of Prevention Services, to be carried out for the COMPANY either individually or in collaboration, in accordance with the specifications of the Agreement.

**Term of Agreement:** Period of time specified in the Particular Conditions of the aforementioned Agreement, comprising the period between the date of entry into force and closing date, when the term ends.

## SECTION II - SERVICE AGREEMENT SUBJECT MATTER

**SECOND.** Any risk prevention consultation and support that Cualtis carries out for the COMPANY is specifically and expressly stated in the Particular Conditions of the present Agreement and is described in the terms and scope of the attached Annexes. The execution of the aforementioned activities shall be carefully programmed throughout the period that the Agreement is in effect.

To enable the COMPANY to combine these activities with one or more prevention services (article 31.1 of Law 31/1995, of 8<sup>th</sup> November, on Occupational Risk Prevention and article 20.1 of Royal Decree 39/1997, of 17<sup>th</sup> January, Regulation of Prevention Services), the parties agree that if it is necessary to carry out preventive services that are not included in the subject matter of the Agreement, which shall be regarded as partial and the respective annexes shall be brought into line where those terms concerning the activities are agreed, as well as their financial considerations. The same procedure shall be used when it is necessary to:

- Provide other services as a result of legislative changes that come into force after the signing of the present Agreement.
- Carry out specific studies to complete the risk assessment, such as hygiene studies, ergonomics and machine safety, etc. As it was impossible to be aware of these needs when signing the Agreement, the aforementioned studies could not be included in the agreed price by the two parties during the negotiation of the present Agreement.

**THIRD:** Cualtis puts at the disposal of the Contracting COMPANY the option of training courses not included in the Plan referred to in the paragraph below, with the proviso that prior acceptance of the budget is required.

Likewise the COMPANY may make use of the documentation service, thereby having at its disposal legal and regulatory reference material on prevention, and technical publications published by the Mutua.

**FOURTH:** In any event, the following shall be understood as not falling within the scope of the present Agreement:

- Coordination of public works in cases wherever Royal Decree 1627/1997 on Minimum Health and Safety Provisions on Building Sites is applicable.
- Certification and material work for any necessary modifications for backfitting machinery, where Royal Decree 1215/1997 on Minimum Health and Safety Provisions for Use by Workers of Work Equipment and Machinery is applicable.
- Action as Councillor for Safe Transport of Dangerous Goods, as set forth in Royal Decree 1566/1999, of 8<sup>th</sup> October.
- Action which, due to its condition, requires specific accreditation different from that of an External Prevention Service, such as that of the Collaborative Administration Body for industrial safety.

## SECTION III - RESOURCES

**FIFTH:** Cualtis shall make available any human and technical resources required for all the obligations of the present Agreement to be complied with. Likewise Cualtis shall provide information about the human and material resources to be employed in providing the contracted services.

## SECTION IV - OBLIGATIONS OF THE PARTIES

**SIXTH:** So that Cualtis may comply with its obligations, the COMPANY undertakes to facilitate in due form and time and without need of request the information referred to in articles 30, point 3 and 31 point 2, of Law 31/1995 of 8<sup>th</sup> November, on Prevention of Occupational Risks, especially in cases of:

- Premises and installations of any type, including temporary ones with or without permanent workers.
- Productions processes, raw materials, and chemical products, machinery and equipment characteristics and variations, and in general any relevant information concerning the aforementioned elements, which in the sole judgement of the Technicians may be necessary for adequately carrying out any contracted preventive service.
- Lists of names of workers, the posts they occupy and any changes in that post.
- Technical reports drawn up by third party companies on industrial safety, the environment or any other discipline that may have repercussions on workers' health and safety.
- Workers particularly at risk, on a temporary or permanent basis, the posts they occupy, as well as any changes they undergo, with special emphasis on pregnant and breastfeeding workers and young people.
- Results of any risk assessments of different posts in the COMPANY, as well as the lists of the names of the workers in these posts, in those cases in which the COMPANY has solely contracted Occupational Medicine with Cualtis for this purpose.
- The need to have preventive resources on working premises as agreed with Cualtis in the cases anticipated in article 32 Bis of Law 31/1995 of 8<sup>th</sup> November on Prevention of Occupational Risks. This information shall be communicated

within a time period of no less than five working days, at the moment the aforementioned resources are required and shall include information about the expected length of stay.

- The type of activity that subcontracted companies may carry out in working premises of the COMPANY, which may have a bearing on any occupational risks for personnel already working there.
- Any other information or documentation that might be requested and that might be in any way relevant to the subject matter of the present Agreement and the legal obligations thereof.

Taking into consideration that full knowledge of the aforementioned information is a necessary condition for Cualtis to be able to carry out its activities, the parties agree that any lack of information in due form and time and/or omissions, flaws, inaccuracies or any partial treatment that may occur in the reports as a consequence of incomplete information, besides permitting the exercise of the action provided for in the TENTH clause of the present Agreement, also makes Cualtis harmless from all and any claims in the case of any flaw or deficiency in the aforementioned information and entitles Cualtis to claim payment of the items of financial consideration provided for in the present agreement, as a consequence of the transfer of its resources.

Cualtis shall treat with due confidentiality any data received from the COMPANY during the provision of its services, complying with the provisions of the Organic Law 15/1999 on personal data protection (LOPD) and Law 41/2002 regulating patient autonomy and rights and obligations in matters of information and clinical documentation.

**SEVENTH:** The Contracting COMPANY undertakes to identify and facilitate access for CUALTIS Technicians to any of the premises covered by the present Agreement and whose study might be necessary for complying with any acquired undertakings mentioned therein.

**EIGHTH:** The COMPANY expressly certifies that the execution and implementation of the recommendations brought into effect by Cualtis, likewise the fact of ensuring their effective application by means of continuous monitoring, exclusively encompasses its area of responsibility, and that Cualtis is held harmless of any circumstances where these recommendations are not applied.

The above mentioned clause shall also be applied to the fulfilment of any legal obligations to inform and consult with workers or their representatives as encompassed in Law 31/1995, of 8<sup>th</sup> November on Prevention of Occupational Risks, and that the COMPANY is thereby aware of the obligation to its workers with due notice of the existence of an External Risk Prevention Service.

Likewise it shall be the responsibility of the COMPANY to inform the representatives of the workers of any visits that CUALTIS technicians may make to the premises, in compliance with article 36, section 2, of Law 31/1995, 8<sup>th</sup> November on Prevention of Occupational Risks.

## **SECTION V – FINANCIAL TERMS AND CONDITIONS**

**NINTH:** The financial considerations under the responsibility of the COMPANY, for expressly agreed preventive activities, in terms of their conditions, means of payment and payment period are those specified in the Particular Conditions of the present Agreement and contract renewal letters. The price stipulated there is based on the known circumstances and on any information provided by the COMPANY on the date of formalisation of the agreement and any later renewals. Any changes in the aforementioned circumstances, above all in changes of activity, in the opening of centres or in the number of workers must be communicated to Cualtis in case of necessary price adjustments to the Agreement.

With regard to the specialisation of Occupational Medicine, the financial payment is based on a maximum number of medical examinations, as well as the number of workers included in the agreement, and any increase must be remunerated when the figure is exceeded.

The remuneration shall preferably be included in the last invoice of the agreement. Laboratory costs for chemical analyses are not reflected in the price.

If, during the health care services, the doctor deems it necessary to consult with specialists, or carry out special diagnostic tests or any analyses different from those provided for in Annexe III of the agreement, the COMPANY shall pay any corresponding costs.

To this end, the prices established by the Official College of Medical Doctors of Barcelona, and that are in effect at the issuing date of the corresponding invoice, shall be used as the highest reference value.

It is agreed that the COMPANY, whenever it requires the presence on its working premises of any of the preventive resources agreed on with Cualtis (in accordance with Article 32 Bis of Law 31/1995, 8<sup>th</sup> November, on Prevention of Occupational Risks) shall be responsible for payment of any corresponding financial consideration during the time period in

which the situation requires the presence of said resources, since this service, which the COMPANY may make use of if it so decides, does not enter into the agreement price.

The quantities that figure in the present contract shall be increased in line with the percentage that is legally in effect for VAT or the Canaries General Indirect Tax.

The invoices shall be sent to the COMPANY at the address given in the Particular Conditions of the present Agreement, or where applicable, and when appropriate, to the new address, which shall be communicated to Cualtis in writing by any reliable means.

The dates of issue of the invoices shall be those set forth in the particular conditions of the present agreement. It shall be understood that possession of the invoice does not certify its payment.

## **SECTION VI – TERMINATION OF THE CONTRACT**

The Agreement may be anticipatorily repudiated by any of the parties, in writing with one's month notice before the termination date. If the Agreement is not repudiated in due form and time in writing, automatic continuation of the Agreement for one year shall come into effect, dating from the termination date. Both parties agree that if prices do not exceed the CPI, prior notification shall not be required. However, when the new prices exceed the aforementioned index, prior notification with a time period of 30 days before termination is required. Once this period has transpired, the new rates shall be understood as accepted. The modes of agreement 4 and 5 of Annexe 1 shall not be deemed to have been renewed.

Cualtis may unilaterally repudiate the Agreement when there is non-compliance on the part of the COMPANY with any of the obligations under its responsibility, especially those provided for in stipulations six seven and nine, and is also exempt from any legal responsibility from the moment when the event occurs that is the cause of the unilateral repudiation.

When the Agreement is repudiated on a date different from the termination date as a consequence of the activities of the COMPANY, or termination on the part of Cualtis as a result of non-compliance of the COMPANY, the COMPANY shall pay the proportional quantity of the price expressly determined in the Financial Terms and Conditions of the Particular Conditions of the present Agreement. Depending on the months that it has been in effect, a minimum of a third of the total annual price, plus any other sums owing in accordance with the agreement, for work carried out up to the moment of termination of the agreement shall be paid.

## **SECTION VII - DATA PROTECTION**

### **ELEVENTH:**

#### **11.1. PERSONAL DATA PROTECTION. CUALTIS'S OBLIGATIONS AS DATA PROCESSOR**

In the services Cualtis renders as a data processor, Cualtis undertakes not to divulge or communicate to third parties any information obtained as a consequence of this contractual relationship except where it is decided otherwise. Cualtis will use the necessary technical and organisational measures to guarantee the security and integrity of the COMPANY's information and to prevent the COMPANY's information from being tampered with, lost, processed or accessed without authorisation, in view of the technology's state of the art, the nature of the stored data and the risks to which the stored data are exposed, be it from human action, the physical surroundings or the natural environment.

Cualtis will conduct a processing inventory, Log of personal data-processing activities, listing the information it processes as data processor.

Access to the COMPANY's information must be restricted to those members of Cualtis' technical service and Cualtis' personnel who require access to the COMPANY's information in order to perform their functions in connection with the services. For this purpose, Cualtis guarantees that the persons authorised to process personal data have the necessary personal data protection training.

Cualtis shall return the personal data and any media containing the personal data to the controller once the service has been completed. The return of the personal data entails total erasure of the data from the information systems used by the processor. Nevertheless, Cualtis may keep a copy containing duly blocked data for as long as its service performance liabilities last.

Cualtis shall make available to the COMPANY all the information necessary for proof of Cualtis' compliance with its obligations, documentation and dissemination of security policies and any audits or inspections by the COMPANY or an auditor authorised by the COMPANY.

The technical and organisational security measures are the measures determined according to the internal risk and Impact analysis processes that Cualtis runs in the Information systems and service processes. All information on security policies, such as the processing activity Log and further details on these clauses, are documented and updated at <https://privacidad.cualtis.com>.

### **11.2. PERSONAL DATA PROTECTION. THE COMPANY'S OBLIGATIONS**

In processing where the COMPANY acts as controller, the COMPANY must comply with all requirements set by law for personal data collection and processing.

The COMPANY moreover states that it shall take all technical and organisational measures necessary to guarantee personal data security within its area of access and treatment according to GDPR 2016/679 and Spanish Organic Act 3/2018 on Data Protection/Guarantee of Digital Rights.

Likewise the COMPANY must comply with the duty of professional secrecy and confidentiality established in article 5 of GDPR 2016/679 and Spanish Organic Act 3/2018 on Data Protection/Guarantee of Digital Rights and must make its employees and users do likewise for as long as the employment or commercial contract remains in force.

The COMPANY must perform an evaluation of the impact that the processing operations to be performed by the processor have on personal data protection whenever the processing is included amongst the types established in GDPR 2016/679 and the national legislation applicable where the services are rendered.

### **11.3. PERSONAL DATA PROTECTION. CUALTIS'S OBLIGATIONS AS CONTROLLER**

In the services Cualtis provides as a controller in respect of the processing of data concerning the affected persons, employees of the COMPANY (Health monitoring), Cualtis undertakes not to divulge or communicate the information to third parties; Cualtis shall implement the technical and organisational measures necessary to guarantee the security and integrity of the information of the COMPANY's employees and to prevent the information from being tampered with, lost, processed or accessed without authorisation, in view of the technology's state of the art, the nature of the stored data and the risks to which the stored data are exposed, be it from human action, the physical surroundings or the natural environment. The privacy statements and the specific security measures in those processes where Cualtis acts as controller in concordance with GDPR 2016/679 and Spanish Organic Act 3/2018 on Data Protection/Guarantee of Digital Rights and our security certificates are documented and updated at <https://privacidad.cualtis.com>.

### **11.4. SUBCONTRACTORS AND AUTHORISED THIRD-PARTY PROVIDERS**

The COMPANY agrees that Cualtis may utilise the services of third parties either through partial or total subcontracting or through the use of outsourced data-processing services. Where a third party acting on Cualtis's behalf processes the COMPANY's data, that third party is considered a subprocessor. Cualtis shall establish in writing an agreement with its subprocessor(s) establishing data protection terms requiring the third party to protect the COMPANY's data according to the standard required by current legislation; European Data Protection Regulation 2016/679, Spanish Organic Act 3/2018 on Data Protection/Guarantee of Digital Rights and other possible national and industry-specific laws in the countries where the service is rendered. If the subprocessor(s) fail(s) to uphold its/their data protection obligations, Cualtis remains fully responsible vis-à-vis the COMPANY for the processing in regard to compliance with the subprocessor's obligations. Any change concerning new subprocessors or any substantial change in the service rendered by the third party must be reported to the COMPANY.

### **11.5. SECURITY BREACHES**

In the improbable event of a security breach, Cualtis shall give notice of the breach of the security of the personal data in Cualtis' charge of which Cualtis is aware, together with all pertinent information for the documentation and reporting of the incident, to the COMPANY without undue delay and at all events within no more than 36 hours through our regular systems for communicating with our clients. No such notice is necessary when the security breach is unlikely to constitute a risk to the rights and liberties of individuals.

## 11.6. EXERCISE OF RIGHTS BY DATA SUBJECTS

Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, data portability and objection according to the procedure documented and updated at <https://privacidad.cualtis.com> (“Acceder a mis derechos”).

If the data subject feels that we have not processed his or her personal data in accordance with our privacy policies, the data subject may contact our data protection officer at [dpdgrupocualtis@cualtis.com](mailto:dpdgrupocualtis@cualtis.com). Notwithstanding the above, the data subject may submit complaints to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## 11.7. LIABILITY

1. Either of the two parties participating in the processing operation shall be liable for damages caused in the event the processing operation fails to comply with the terms of this contract. Specifically, Cualtis is liable for damages caused by the processing only when Cualtis has failed to comply with the obligations specifically assigned to Cualtis in this contract.
2. Both the COMPANY and Cualtis are free from liability under paragraph 1 if they prove that they are in no way responsible for the event that caused the damages.
3. When the COMPANY or Cualtis has paid a total compensation for damages, the Company or Cualtis is entitled to claim from the other CONTROLLERS or PROCESSORS participating in that same processing operation the share of the compensation corresponding to their share of liability for the damages, in accordance with the conditions set in the clauses above.

## SECTION VIII – GENERAL PROVISIONS

**TWELFTH:** The present Agreement may be executed, with agreement between the parties, by means of complementary annexe documents that contain agreements established for specific activities that do or do not initially form part of the General and Particular Conditions.

**THIRTEENTH:** The present Agreement annuls any previous agreement made with Cualtis, unless it is a complementary annexe under the terms of the previous clause.

**FOURTEENTH:** The dates when the present Agreement enters into force and terminates are those expressly stated in the Particular Conditions. However, if signing of the Particular Conditions by both parties does not occur at the same time, the date of entry into force of the Agreement shall be understood as being the moment of reception of the Agreement documents on the premises of Cualtis

To be able to verify the above clause, the COMPANY must send the complete Agreement to CUALTIS, duly signed, by registered mail or by any other means that enables certification of the reception date.

**FIFTEENTH:** For the resolution of any differences that might take place in the application of the present Agreement, the parties, with express waiver of any other jurisdiction to which they might have recourse, expressly submit to the jurisdiction of the capital of the province that appears in the heading of the signature of the Particular Conditions.

Hereby, in witness thereof of the present Agreement and its annexes, the parties to the contract formalise and execute in duplicate the copies of the Particular Conditions of this Agreement.



## ANNEXES:

The following ANNEXES are an integral part of the present Agreement:

### ANNEXE I:

#### Types of coordination and corresponding prevention services

1. Coordination of multidisciplinary Prevention Services
2. Coordination of the specialisations of Occupational Safety, Occupational Hygiene, Ergonomics and Social Psychology
3. Independent coordination of Specialisations
4. Occasional coordinated preventive activities
5. Special Coordination of Risk Prevention Service

### ANNEXE II:

#### Description and scope of preventive services included in each type of coordination

### ANNEXE III:

#### Contents of normalised analytical profiles for biological samples

## ANNEXE I: TYPES OF COORDINATION AND CORRESPONDING PREVENTION SERVICES

### 1. COORDINATION OF MULTIDISCIPLINARY RISK PREVENTION SERVICE

Includes the following:

1. Prevention Plan
  3. Risk Assessment
  5. Annual preventive action plan
  6. Information about risks and measures taken
  7. Worker training
  8. Emergency measures plan included in Article 20 of Law 31/1995, of 8<sup>th</sup> November, on Prevention of Occupational Risk
  10. Investigation of accidents and occupational illnesses
  11. Verification of the implantation of preventive measures
  - 12 Assessment of prevention integration
  30. Occupational Medicine services
- Annual report on activities

For companies affected by the Royal Decree 1627/1997, on minimal provisions of health and safety for construction sites, the Emergency Measures shall be prepared solely for the COMPANY offices.

In this type of coordination the COMPANY has the additional option of requesting check-up visits to specific sites.

For coordinating site visits, a priori knowledge of the number of visits to be made is required, for financial evaluation and inclusion as part of Cualtis activities as a Risk Prevention Service. On the assumption that this information is not available, one fixed price shall be agreed on per visit or working hour.

### 2. COORDINATION OF THE SPECIALISATIONS OF OCCUPATIONAL SAFETY, OCCUPATIONAL HYGIENE, ERGONOMICS AND SOCIAL PSYCHOLOGY.

Includes the following activities:

1. Prevention Plan
  3. Risk Assessment
  5. Annual preventive action plan
  6. Information about risks and measures taken
  7. Worker training
  8. Emergency measures plan included in Article 20 of Law 31/1995, of 8<sup>th</sup> November, on Prevention of Occupational Risk
  10. Investigation of accidents and occupational illnesses
  11. Verification of the implantation of preventive measures
  - 12 Assessment of prevention integration
  30. Occupational Medicine services
- Annual report on activities

For companies affected by the Royal Decree 1627/1997, on minimal provisions of health and safety for construction sites, the specific stipulations indicated in type 1 shall be applied.

### **3. INDEPENDENT COORDINATION OF SPECIALISATIONS**

#### **3.1. OCCUPATIONAL SAFETY**

Includes the following services, the focus of which shall depend on the specialisation selected:

1. Prevention Plan
3. Risk Assessment
5. Annual preventive action plan
6. Information about risks and measures taken
7. Worker training
8. Emergency measures plan included in Article 20 of Law 31/1995, of 8<sup>th</sup> November, on Prevention of Occupational Risk
10. Investigation of accidents and occupational illnesses

#### **3.2. OCCUPATIONAL HYGIENE**

Includes the following services, the focus of which shall depend on the specialisation selected:

1. Prevention Plan
3. Risk Assessment
5. Annual preventive action plan
6. Information about risks and measures taken
7. Worker training
8. Emergency measures plan included in Article 20 of Law 31/1995, of 8<sup>th</sup> November, on Prevention of Occupational Risk
10. Investigation of accidents and occupational illnesses

#### **3.3. ERGONOMICS AND SOCIAL PSYCHOLOGY**

Includes the following services, the focus of which shall depend on the specialisation selected:

1. Prevention Plan
3. Risk Assessment
5. Annual preventive action plan
6. Information about risks and measures taken
7. Worker training
8. Emergency measures plan included in Article 20 of Law 31/1995, of 8<sup>th</sup> November, on Prevention of Occupational Risk
10. Investigation of accidents and occupational illnesses

#### **3.4. OCCUPATIONAL MEDICINE**

Includes the following services, the focus of which shall depend on the specialisation selected:

- 30.1. Planning of Occupational Medicine services
  - 30.2. Specific health examinations depending on the inherent risks of the post
  - 30.3. Analysis of the results of the medical examinations using epidemiological criteria
  - 30.4. Study of the illnesses amongst workers
  - 30.5. Training and education of the workers about Occupational Medicine. The training shall be developed in accordance with the THIRD clause, first part, of the present agreement.
  - 30.6. Health promotion in the work place.
  - 30.7. First aid and emergency health care.
  - 30.8. Collaboration with the National Health System.
  - 30.9. Collaboration with the health care authorities for providing the System of Health Care Information for Occupational Health.
  - 30.10. Health care for workers particularly at risk
- Annual activity report

### **4. OCCASIONAL COORDINATED PREVENTIVE SERVICES**

Any of the services included in ANNEXE II of this document may be arranged on an occasional basis.



When arranging revisions of technical reports, a document must be sent to Cualtis beforehand to enable revision to take place. If the document does not exist, these services cannot not be arranged independently.

## 5. SPECIAL COORDINATION OF THE RISK PREVENTION SERVICE

For special arrangements, not included in any of the above annexes, consisting of specific preventive services that have been arranged, defined and planned prior to agreement, depending on the requirements of the company

## SERVICES IN THE SECOND AND SUBSEQUENT YEARS

As well as revision and updating of the reports expressly indicated for the first year of the agreement (Risk Assessment, Prevention Plan and Emergency Plan), and the continuation of the activities that are multi-year in scope and relevance (accident investigation and training), successive renewals of the agreements shall be geared towards support for the implantation of proposed preventive measures for the COMPANY, as well as the monitoring, control, and improvement of existing working conditions, by means of the programming of activities for implanting requirements of the Prevention Plan, education and worker awareness raising activities, verification of working conditions and the application of proposed preventive measures.

## ANNEXE II: DESCRIPTION AND SCOPE OF THE PREVENTIVE ACTIVITIES INCLUDED IN EACH TYPE

Taking into account that this Annexe is an integral part of the Agreement, the parties agree that its contents must be interpreted in accordance with the General and Particular Conditions of the aforementioned agreement.

### 1. PREVENTION PLAN

Cualtis shall prepare the COMPANY Prevention Plan, including the organisational structure, responsibilities, functions, practices, procedures, processes and resources needed for risk prevention in the COMPANY.

The Prevention Plan shall be prepared for the specialisations agreed in the Particular Conditions.

### 2. REVIEW OF THE PREVENTION PLAN

The Prevention Plan shall be annually revised, incorporating any necessary organisational, procedural or service modifications that might be necessary to update and amplify its content.

### 3. RISK ASSESSMENT

Activity whose objective is to identify and assess any risk factors that might affect the health and safety of the workforce, under the terms in article 16 of Law 31/1995, of 8th November, on Prevention of Occupational Risks, and in Section II of the Royal Decree 39/1997, of 17th January, Regulation of Prevention Services. To this end, Cualtis utilises the method designed by the NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY AND HYGIENE (*INSTITUTO NACIONAL DE SEGURIDAD E HIGIENE EN EL TRABAJO*) to determine the magnitude of the existing risk, according to objective assessment criteria.

The Assessment shall study the risks of the agreed specialisations, safety, hygiene and ergonomics, although the risk assessment can only be considered complete with the addition of specific studies that might be considered necessary and that, in each case, shall be the subject matter of separate agreements. The assessment shall refer to those occupational risks that cannot be avoided in accordance with article 15, subsection 1b of Law 31/1995, 8<sup>th</sup> November, on Prevention of Occupational Risks, and article 3 of Royal Decree 39/1997, of 17<sup>th</sup> January, on Regulation of Prevention Services.

The result of the assessment shall be the subject matter of an Occupational risk Assessment Report.

### 4. REVIEW OF RISK ASSESSMENT

Updating of the Occupational Risk Assessment, when it is known that the circumstances are given for revision, in article 6 of the Royal Decree 39/97, of 17<sup>th</sup> January, On Regulation of Prevention Services. This revision will take into consideration the appearance of new risk factors that come about as a result of existing modifications in personnel, equipment or working conditions.

The Assessment shall be revised for the specialisations agreed in the Particular Conditions.

## 5. PREVENTIVE ACTION PLANNING

Preventive action plans and programs shall be prepared as a tool for applying the necessary measures for eliminating, controlling or reducing the risks detected in the Initial Assessment.

This action involves determining priorities in the adoption of preventive measures by the COMPANY, as well as control and watch over their effectiveness.

Resource assignment is the competence of the COMPANY, and it is the competence of the individuals in charge to bring into effect the recommendations included in the annual Plan for preventive services, as well as the integration of risk prevention into the Management System of the COMPANY.

The report shall only be considered complete when the COMPANY assigns resources and appoints those individuals whose responsibility it is to bring into effect the recommendations included therein  
The annual Plan for preventive action shall be prepared for the specialisations agreed in the Particular Conditions.

## 6. INFORMATION ABOUT RISKS AND ADOPTED MEASURES

Based on the results of the Risk Assessment, information sheets about risk prevention are prepared for personnel.

The sheets, which shall be prepared for each post, shall include a description of the risks to which workers are exposed, as well as prevention and protection measures required to reduce exposure to these risks.

## 7. WORKER TRAINING

The worker must receive any training necessary to carry out his or her work in safe conditions. To this end the company may have different ways and means available, such as public institutions, mutual insurance company training plans or face to face training given by Cualtis risk prevention officer during visits to the company. If it is necessary to program specific face to face training, a budget is required from Cualtis

## 8. EMERGENCY MEASURES PLAN

Using possible emergency situations as a basis, and depending on the risk factors present in the work place or in the task being carried out, the action to be taken shall be planned so as to comply with the provisions in article 20 of Law 31/1995, of 8th November, on Prevention of Occupational Risks in the form of first aid, fire fighting, and evacuation of workers.

These measures in case of emergency do not assume the preparation of a safety manual, revision of existing premises, design or surveying, in compliance with the municipal ordinances or the Ministerial Order of 29th November 1984. In cases where the COMPANY decides to commission Cualtis with carrying out these services, the type of service requested and the financial consideration shall be included in the corresponding annexe.

The measures for action in case of emergency, anticipated in this point, shall only be prepared by the Prevention Service if the COMPANY has contracted the Occupational Safety specialisation.

## 9. REVIEW OF EMERGENCY MEASURES

Once a year or when changes in working conditions so require, the COMPANY emergency measures shall be updated so as to adapt to changes that might affect efficiency.

The report on revisions made to the emergency measures shall only be prepared by the Risk Prevention Service if the COMPANY has contracted the specialisation of Occupational Safety, or has contracted it as an occasional service.

## 10. INVESTIGATION OF ACCIDENTS AND OCCUPATIONAL ILLNESSES

With the aim of identifying the causes that produced them and propose any necessary preventive measures, severe, very severe and fatal accidents shall be investigated, as well as any slight accidents that are considered to be especially significant.

Those situations shall be excluded during which, for reasons beyond the control of Cualtis or due to delays in communication, a long period of time has transpired since the accident. Likewise, traffic accidents with victims shall not be the object of any investigation, as a previous investigation was held by the competent authority.

Regular analyses of the accident levels of the COMPANY shall be carried out.

In case of contracting the specialisations of Hygiene and/or Ergonomics and Social Psychology, the causes of possible occupational illnesses that the workers of the COMPANY might suffer from may be studied.

#### **11. VERIFICATION OF THE IMPLANTATION OF PREVENTIVE MEASURES**

The objective is to verify the level of implantation and compliance with the aims stated in the previous documents. It also sets out to be an aid for achieving effective integration of risk prevention into the company management system and ensure the effective execution of any preventive action included in planning.

#### **12. ASSESSMENT OF PREVENTION INTEGRATION**

This document shall be prepared in accordance with requirements in Royal Decree 393/2007, 23rd March, on Basic Safety Regulation. The objective of this document is to evaluate those risks that might provoke an emergency situation and the organisation of the human and technical resources needed to minimise them

#### **14. REVIEW OF THE SAFETY MANUAL**

This is an update of the contents of the Safety Manual that reflects any possible changes in risk assessment or in response and emergency human and technical resources.

#### **15. SPECIFIC STUDIES OF OCCUPATIONAL SAFETY**

The COMPANY may arrange with Cualtis for the preparation of specific studies on occupational safety, such as:

- Fire protection facilities
- Electrical risks
- Safety warnings

The content and scope of these studies shall be agreed on in each individual case.

#### **16. SPECIFIC TRAINING IN OCCUPATIONAL RISK PREVENTION**

When this activity is contracted Cualtis shall give specific courses prepared in accordance with the particular requirements of the COMPANY, subject to acceptance of the budget.

The content and scope of the courses shall be agreed on in each particular case.

#### **17. NOISE STUDIES**

Assessment of exposure of workers identified in the Risk Assessment for noise. The methodology used for this assessment is based on Royal Decree 286/2006 on protection of workers facing risks from exposure to noise.

#### **18. LIGHTING STUDIES**

Assessment of the environmental conditions for workers' sight with regard to the lighting requirements of the work place; determined while taking into consideration the type of work done, precision required for the job and the characteristics of the premises.

The study shall be carried out in accordance with the criteria established in Royal Decree 486/1997 on minimal provisions for health and safety in the work place and the technical application guide.

#### **19. VIBRATION STUDIES**

This is a specific study of the level of exposure of workers to vibration from use of tools or equipment. This includes assessment of the degree of exposure and proposals for preventive measures to eliminate or reduce the risk to acceptable levels.

## 20. HEAT STRESS STUDIES

Assessment of the impact of ambient temperature and relative humidity on the health of workers using normalised measurement procedures, and proposals for eliminating or reducing the risk.

## 21. CHEMICAL CONTAMINATION STUDIES

Assessment of exposure to chemical contaminants by determining the existing environmental levels in the work place and comparing them to maximum recommended levels and issuing recommendations for eliminating or reducing the level of risk.

According to the type of contaminant to which the worker is exposed, the studies may analyse levels or the presence of:

- Dust
- Fibres
- Smoke
- Aerosols
- Gases
- Organic vapours
- Other hygiene studies (for example, electromagnetic radiation, radio frequencies)

## 22. BIOLOGICAL CONTAMINATION STUDIES

This type of study involves the assessment of the environmental conditions in the work place following the criteria established in Royal Decree 486/1997, minimum provisions for health and safety at work, and the technical application guide, as well as other recognised regulations such as the UNEEN and ISO.

## 24. WORK PLACE STUDIES

This type of ergonomic study for the work place sets out to assess the suitability of the design of the physical space (geometric ergonomics) and the characteristics of the job and the worker.

## 25. PHYSICAL LOAD STUDIES

Ergonomic study that applies valid contrast methods to assess the risk the worker is subject to from static and dynamic physical loads in his or her job.

## 26. MENTAL LOAD STUDIES

Ergonomic study that uses using the most appropriate method for each case and assesses the risk that the worker is subject to from the mental load associated with his or her work.

## 27. STUDIES OF PSYCHOSOCIAL FACTORS

Ergonomic study that uses the most appropriate method for each case, and assesses the psychosocial risks that the worker is subject to when carrying out the tasks associated with his or her job.

## 28. STUDIES OF COMPUTER MONITORS

The study consists of measuring and analysing the conditions in the work place for computer displays, in accordance with criteria established by the Royal Decree 488/1997, on minimal provisions of health and safety at work for working with computer monitors.

## 29. PRESENCE OF PREVENTIVE RESOURCES

This consists of ensuring that in the COMPANY premises there are one or more members of Cualtis Risk Prevention Service in possible situations where there is maximum risk and danger, throughout the period when their presence is required. This shall be executed at the request of the COMPANY under the terms in the SIXTH AND NINTH CLAUSES of the General Conditions of the Agreement.

### 30. OCCUPATIONAL MEDICINE

Within this specialised field health care activities are carried out in areas such as diagnosis and prevention of illnesses and the occupational health of the COMPANY workforce. CUALTIS health care professionals shall carry out the following tasks:

#### 30.1. OCCUPATIONAL MEDICINE ACTION PLANNING

The medical doctor in charge of the agreement shall prepare an action plan, including a time schedule, for the specialisation of Occupational Medicine, establishing what risks are open to observation from a health care perspective, identifying groups at risk and organising health care examinations for each of these groups.

#### 30.2 SPECIFIC HEALTH EXAMINATIONS FOR INHERENT OCCUPATIONAL RISKS

This shall include health examinations for workers according to the risks inherent to their job, in accordance with legislation in force, and shall consist of a medical examination and sufficient complementary tests to enable adequate health assessment.

The examinations are based on specific CUALTIS health care protocols that are in accordance with the guide-protocols drawn up by the Occupational Health Working Group of the Inter-territorial Council of the National Health System.

The examinations carried out by the Prevention Service health care personnel are:

- Health surveillance at periodic intervals in accordance with protocols
- Health assessment of workers when starting their job, or when changes occur in the worker's conditions
- Health assessment of workers who return to work after a period of sick leave, with the objective of discovering the likely occupational origins of the absence and recommend appropriate action to protect the workforce.

The medical protocols shall include assessment tables for each risk type that shall indicate the frequency of repetition of that protocol, depending on the intensity and duration of exposure to the risk in question.

The analytical tests shall consist of a Normalised Analytical Profile for Biological Samples, whose contents are given in greater detail in Annexe III of the present Agreement, and of all those analytical and diagnostic tests that in the judgement of the doctor are necessary for the subject matter of the present agreement, who in this case shall act in accordance with the NINTH Clause.

Both the company owner and the persons responsible for prevention in the COMPANY shall receive information about the aptness of the worker for the post in question, about the necessity for implanting or improving protection and prevention measures and about the frequency of repetition of the health examinations.

All the health examinations shall include a personalised medical report for the worker, in which the conclusions and recommendations about their health are included under guarantee of medical confidentiality.

#### 30.3 ANALYSIS OF HEALTH EXAMINATIONS RESULTS USING EPIDEMIOLOGICAL CRITERIA

CUALTIS health personnel shall analyse the results of health examinations using epidemiological criteria, and shall collaborate with the rest of the Service Prevention team to investigate possible relationships between exposure to risks and harm to health. Likewise, they shall propose measures geared towards improving working conditions. The conclusions of the analysis and recommendations that the Prevention Service deem opportune shall be included in a report that the COMPANY shall receive on an annual basis.

For reasons of data confidentiality, the report shall be prepared as long as health examinations are conducted on a minimum of ten workers and with the proviso that no situations arise that might lead to any of the workers' identities being revealed.

#### 30.4. STUDY OF ILLNESSES IN THE WORKFORCE

This shall include analyses of any absenteeism for health reasons on the worker's part that can be used for identifying relationships between the cause of the illness and risks to health that may be present in the work place. Verification of the reasons for the absenteeism is not the responsibility of the Prevention Service, and it therefore must not carry out any work of this nature with personnel, on the premises or in the archives of the prevention service. The conclusions of the study shall be included in an annual report that shall be sent to the COMPANY. When for whatever reason it has not been possible to compile the information necessary for complying with the requirements of the report, Cualtis may decide not to prepare it and shall inform the company of this intention.

### **30.5 EDUCATION AND TRAINING OF THE WORKFORCE ON OCCUPATIONAL MEDICINE**

Training shall take place in accordance with the THIRD clause, first part, of the present agreement.

Furthermore, the workers of the COMPANY shall receive information about the effects on their health from risks that they are subject to, as well as information about healthier habits during the health examinations.

These activities shall be complemented by informative material in the form of tri-fold brochures, leaflets and posters, depending on the type of risk, for use by the COMPANY.

### **30.6. HEALTH PROMOTION IN THE WORK PLACE**

Cualtis shall coordinate with the COMPANY to organise health promotion campaigns about occupational risks and healthy life styles.

Information about the programmed campaigns shall be provided to the companies that contract the specialisation of Occupational Medicine to encourage participation.

The campaigns may be held at a group or individual level during the health examination.

### **30.7 FIRST AID AND EMERGENCY HEALTH CARE**

Only in cases when there are personnel of the Prevention Service on the premises shall it be their responsibility to provide first aid to workers involved in an accident or suffering from illness.

Advice on this area is included as one of the activities in this section.

Detailed information shall be made available to the COMPANY about the centres to go to in case of medical emergency and about an action protocol for these cases, which shall be included in the emergency measures plan, on the assumption that the Specialisation of Occupational Safety has been contracted.

### **30.8. COLLABORATION WITH THE NATIONAL HEALTH SYSTEM**

In compliance with the business obligation to collaborate with the National Health System as included in article 23 of Law 31/1995, the Prevention Service shall collaborate with the services of primary and specialised health care for the diagnosis, treatment and rehabilitation of work-related illnesses, and with health administration bodies that have competences in the occupational health action in question. These units are responsible for public health in the Health Area, as defined by the General Health Care Law, and are the competent coordinating bodies for prevention services in this area and the health care system. This coordination shall be developed by the Autonomous Communities within their own competences.

### **30.9. COLLABORATION WITH HEALTH AUTHORITIES FOR THE PROVISION OF THE HEALTH INFORMATION SYSTEM FOR OCCUPATIONAL HEALTH**

In compliance with the business obligation to collaborate with the National Health System as included in article 23 of Law 31/1995, the Prevention Service shall collaborate with the health authorities to provide the Health Care Information System for Occupational Health.

The minimum quantity of data of the aforementioned information system is established by the Ministry of Health and Consumer Affairs, subject to agreement with the competent bodies in the Autonomous Communities within the Inter-territorial Council of the National Health System. The Autonomous Communities may develop the aforementioned health care information system in their respective competences.

Prevention Service health care personnel shall carry out epidemiological surveillance, and shall take action for the maintenance of the Health Care Information System for Occupational Health in its particular field.

### **30.10. HEALTH CARE FOR WORKERS PARTICULARLY AT RISK**

This includes the study and assessment of risks that might affect pregnant workers or workers with recently born children, young people and workers especially sensitive to certain risks for personal physical reasons, biological conditions or physical, mental or sensory disablement (see fourth stipulation of the general conditions of the agreement).

### ANNEXE III: CONTENT OF NORMALISED ANALYTICAL PROFILE FOR BIOLOGICAL SAMPLES

Taking into consideration that this Annexe is an integral part of the Agreement, the parties agree that the content must be interpreted in accordance with the agreements in the General and Particular Conditions thereof.

#### BLOOD SAMPLES:

##### HEMOGRAM

WBC  
RBC  
HEMOGLOBIN  
HEMATOCRIT  
MEAN CELL VOLUME  
MEAN CELL HEMOGLOBIN  
MEAN CELL HEMOGLOBIN CONCENTRATION  
BLOOD DISPERSION INDEX  
PLATELETS

##### LEUKOCYTE FORMULA

NEUTROPHILS  
LYMPHOCYTES  
MONOCYTES  
EOSINOPHILS  
BASOPHILS  
LUC

##### SEDIMENTATION RATE, 1ST HOUR

- BIOCHEMISTRY

ATHEROGENICITY INDEX  
CHOLESTEROL  
HDL CHOLESTEROL  
LDL CHOLESTEROL  
VLDL CHOLESTEROL  
TRIGLYCERIDES  
GLUCOSE  
GOT  
GPT  
GGT  
URIC ACID  
TOTAL BILIRUBIN  
CREATININE  
ALKALINE PHOSPHATE  
TOTAL PROTEINS

##### URINE SAMPLE

##### ABNORMAL ELEMENTS

PH  
DENSITY  
GLUCOSE  
PROTEINURIA  
UROBILINOGEN  
BILIRUBIN  
KETONE BODIES  
NITRITES

##### SEDIMENT



Note:

(\*) Screening for cancer of the prostate:

in cases of males of 50 years and over, and 45 years and over with prostate cancer risk factors such as family or race, the COMPANY may request, under the particular conditions of the agreement, monitoring of PSA levels in the blood as part of the Prostate Cancer Screening Program. Subsequent measurements will be carried out using the basal levels initially obtained and at the following time intervals:

- PSA lower than 1ng/ml: repeat after 5 years
- PSA between 1 and 2ng/ml: repeat every 2 years
- PSA higher than 2.1ng/ml: repeat every year