

## Anti-Fraud and Anti-Corruption Policy of the CIECH Group (the “Policy”)

### I. Introduction

1. The CIECH Group, as an active participant in economic transactions, applies a policy of zero tolerance for any fraud and corruption, promoting operations based on ethical values and attitudes and compliance with the law governing anti-fraud and anti-corruption issues wherever it conducts its economic activity. This approach develops and strengthens the reputation of the CIECH Group as a reliable partner acting in a responsible and transparent manner, gaining a competitive advantage based solely on market criteria: quality, price and innovative nature of the products, services and solutions offered. Any abuses, including corrupt behaviour, involve the risk of legal, financial and image-related liability that could be borne by the Company, the management of the CIECH Group, and the employees themselves. Apart from the penal and financial consequences, regaining a shaken or lost trust requires time, considerable financial resources and radical organisational, personal and cultural measures, and sometimes it is even impossible.
2. The process of counteracting fraud and corruption within the CIECH Group involves compliance with the requirements of this Policy, along with the Procedure - “Offering and Accepting Gifts and Hospitality in the CIECH Group”, enclosed as **Annex No. 1** to this Policy (the “**Procedure**”).
3. Counteracting fraud and corruption within the CIECH Group requires compliance with the provisions of this Policy by all employees of the CIECH Group, irrespective of the type of employment contract concluded and the position ascribed, and any other stakeholders of the CIECH Group, including its associates, suppliers, subcontractors and counterparties.
4. Counteracting fraud and corruption within the CIECH Group entails taking all measures consisting in preventing, identifying, clarifying and reporting all cases of fraud, including corrupt behaviour, which may include the following:
  - 4.1. **frauds**, i.e. any intentional action or omission violating the law, internal regulations or ethical standards of the CIECH Group, as a result of which the person directly or indirectly gains or may gain any benefits, or which result in any material or immaterial losses on the part of CIECH Group;
  - 4.2. **official corruption**, any action consisting in providing or promising to provide any financial, property-related or personal benefits to public officials, i.e. state or local government officials, as well as individuals managing state-owned entities and enterprises, and acceptance or promise to accept any such benefits by public officials;
  - 4.3. **economic (managerial) corruption**, i.e. any action consisting in demanding a financial or personal benefit, accepting the same, as well as providing such benefit or its promise in relations existing within the framework of cooperation between business entities, in return for the abuse of granted powers or failure to fulfil obligations, which may cause financial damage to the economic entity or constitute an act of unfair competition or an unacceptable preferential act for the benefit of the buyer or recipient of goods or the service provider;
  - 4.4. **influence peddling**, undertaking mediation in settling the matter in exchange for material or personal benefit, while relying on influence in state or local government institutions and the use of such intermediation;

4.5. **cronyism**, i.e. mutual support of representatives of one group (due to kinship, intimacy or membership in the same political, religious, professional, ethnic organisation, etc.) for material or personal benefits, on the basis of acquaintance and not on the merits or value system applicable within an organisation;

4.6. **nepotism**, i.e. abuse of the position held to hire, favour or back family members.

## II. General Rules of the Policy

1. The CIECH Group applies this Policy as a general and uniform approach to any issues related to the process of counteracting fraud and corruption within the CIECH Group, based on regular risk reviews and continuous monitoring of anti-fraud and anti-corruption laws and regulations.
2. Any other internal anti-fraud and anti-corruption regulations of the CIECH Group must be fully harmonised with the requirements of this Policy, subject to the specific nature of the activities of and risks faced by a specific company.
3. The Compliance Officer of the CIECH Group (the "**Compliance Officer**") is fully responsible for the management of this Policy. The scope of the Compliance Officer's responsibility for managing this Policy includes, in particular, any issues of risk analysis of non-compliance of the CIECH Group's fraud and corruption prevention processes with the anti-fraud and anti-corruption laws, internal regulations and ethical standards, as well as developing and carrying out employee training.
4. The implementation of the requirements of this Policy is regularly supervised by the executive staff of all levels of the CIECH Group, in particular, direct supervisors.
5. Violation of the Policy requirements may result in legal, financial and image-related liability of the CIECH Group and give rise to the termination of the employment contract, cooperation and claims for damages in relation to those found in breach of the Policy requirements.
6. Violation of the Policy requirements may also result in the CIECH Group's liability for damages to third parties, e.g. due to the limitation of their fair competition rights.

## III. Requirements of the Policy for the CIECH Group employees

1. Compliance with anti-fraud and anti-corruption laws, internal regulations and ethical standards, and striving to implement and apply the best applicable market practices.
2. Showing an attitude that clearly manifests zero tolerance for frauds and corrupt behaviour.
3. Setting an example in counteracting fraud and corruption as part of everyday work duties.
4. Compliance with the procedures of the CIECH Group with regard to the use of any entrusted property, assets and resources of the CIECH Group.
5. Carrying out recruitment, periodic assessment of employees and associates, and establishing the basis for the employee promotion system on transparent, standardised criteria that exclude nepotism and cronyism.
6. Compliance with this Procedure, and in particular:
  - 6.1. Prohibition to give or promise any financial gratuities and financial and personal benefits to state and local government officials as part of performance of official duties by employees,

associates, representative and any other individuals and entities acting on behalf and for the benefit of the CIECH Group.

- 6.2. Prohibition to give or receive any financial gratifications as part of establishing, maintaining and developing relationships with business partners of the CIECH Group, including customers, counterparties or suppliers of the CIECH Group.
7. Prohibition to create the so-called corruption funds, understood as bank accounts in which funds from a legal source are accumulated, or other forms of spending funds intended for financing material or personal benefits.
8. Compliance with the tax and accounting procedures of the CIECH Group, including the obligation to account for business trips, payments and other business expenses made or incurred using CIECH Group's funds.
9. Compliance with the procedures of the CIECH Group relating to document circulation, drawing up contracts, and the principles for granting powers of attorney and authorisations.
10. Risk identification and management in positions and organisational units within the CIECH Group which are particularly sensitive to the risk of fraud and corrupt behaviour: purchases, sales, human resources, bookkeeping, accounting, investor relations, corporate governance and communication.
11. Conducting regular and adequate programmes and training in order to build awareness of current anti-fraud and anti-corruption risks, threats and good practices, including advertising campaigns, contests and leaflets.
12. Considering any issues related to ethical conduct and counteracting fraud and corruption in any organisational culture projects of the CIECH Group.
13. Submitting questions and promptly reporting any fraud and corruption incidents to dedicated contact points.
14. Operating a control system to guarantee verification of the credibility and transparency of business partners with regard to compliance with anti-fraud and anti-corruption standards of the CIECH Group.
15. Sharing this Policy to any person with whom the CIECH Group has business relations, or may have in the future (before commencing any trade discussions, negotiations, enclosed to the inquiries addressed by the CIECH Group companies to its counterparties, etc.).
16. Applying contractual clauses preventing fraud and corruption as part of the business relationship of the CIECH Group with third parties, in accordance with **Annex No. 2 ("Contractual Clauses")** in its agreements and purchasing procedures. Contractual Clauses may only be amended, including their replacement with relevant clauses applied by third parties, in exceptional situations, justified, among others, by the course of the negotiation process. The amendment of Contractual Clauses or their replacement with third party clauses is subject to the prior opinion of the Compliance Officer.
17. Carrying out regular audits to identify fraud and corruption cases.
18. Continuous improvement and updating of anti-fraud and anti-corruption supporting processes, solutions and tools.
19. Compliance with the requirements of this Policy in dealings with state (public) authorities, in particular, in case of inspections.

20. Decisive disciplinary action taken in the event of any breach of the requirements of this Policy, including any action under labour, criminal and civil law, in order to ensure the ability to seek redress for the occurrence of any fraud and corrupt behaviour, and notifying the law enforcement authorities in the event of any suspected offence meeting the conditions specified for corruption or any other identified prohibited act.

#### IV. Requirements of the Policy for the CIECH Group stakeholders

1. Compliance with anti-fraud and anti-corruption laws, internal regulations and ethical standards, and striving to implement and apply the best applicable market practices.
2. Showing an attitude that clearly manifests zero tolerance for frauds and corrupt behaviour.
3. Setting an example in counteracting fraud and corruption as part of everyday work duties.
4. Compliance with this Policy within the framework of cooperation with the CIECH Group.
5. Application of Contractual Clauses as part of the relationship with the CIECH Group.
6. Prohibition to create the so-called corruption funds, understood as bank accounts in which funds from a legal source are accumulated, or other forms of spending funds intended for financing material or personal benefits.
7. Decisive disciplinary action taken in the event of any breach of the requirements of this Policy, including any action under labour, criminal and civil law, in order to ensure the ability to seek redress for the occurrence of any fraud and corrupt behaviour, and notifying the law enforcement authorities in the event of any suspected offence meeting the conditions specified for corruption or any other identified prohibited act.

#### V. Policy Application

In order to correctly apply the Policy, the CIECH Group ensures that:

1. each employee becomes familiar with the Policy as part of their initial training, to be confirmed by a written declaration and a commitment to comply with the requirements of the Policy, as per Annex No. 3, included in the employee's personal files,
2. carrying out on a regular basis, at least once every 2 years, training in the Policy and internal anti-fraud and anti-corruption regulations, while verifying the degree to which employees have adopted the provisions of this Policy (e.g. by way of tests, e-learning),
3. ability to submit questions and doubts with regard to the Policy in the following manner:
  - a email address: [compliance@ciechgroup.com](mailto:compliance@ciechgroup.com)
  - b phone number: 22 639 17 99, Monday through Friday between 9.00 a.m. and 5.00 p.m., save for statutory public holidays,
4. for employees of the CIECH Group and representatives of the stakeholders of the CIECH Group, the option to report violations of the Policy rules to their supervisors or using the following channels:
  - a platform: <https://ciech.liniaetyki.com> – open or fully anonymous notification,
  - b email address: [compliance@ciechgroup.com](mailto:compliance@ciechgroup.com) – open notification,
  - c phone number: 22 639 17 99, Monday through Friday between 9.00 a.m. and 5.00 p.m., save for statutory public holidays – open notification,

5. according to separate internal regulations of the CIECH Group, it ensures anonymity and protection against retaliation against any whistleblower acting in good faith who reports suspected fraud or corruption. These regulations are intended to protect the whistleblower against the action of management, employees or any other persons violating the employee's rights, privacy or other forms of retaliation,
6. effective and efficient management of any incidents relating to breaches of this Policy, and anti-fraud and anti-corruption laws, internal regulations and ethical standards,
7. carrying out, in accordance with the internal regulations of the CIECH Group, regular audits and internal inspections in the anti-fraud and anti-corruption area in order to identify risks, optimise processes and ensure compliance with the requirements of this Policy and anti-fraud and anti-corruption laws,
8. carrying out, in consultation with the stakeholders of the CIECH Group, audits of anti-fraud and anti-corruption processes operated at the stakeholders of the CIECH Group, in particular, in terms of application of its anti-fraud and anti-corruption procedures.

## Annex No. 1

### Procedure – Offering and Accepting Gifts and Hospitality in the CIECH Group

#### I. Introduction.

1. This Procedure (the “**Procedure**”) clarifies the requirements of the Anti-Fraud and Anti-Corruption Policy in the CIECH Group (the “**Policy**”) by specifying rules for offering and giving Gifts, as defined in point II.1 of the Procedure.
2. The Procedure, in a similar manner as the Policy, applies to all employees of the CIECH Group, irrespective of the type of employment contract concluded and the position ascribed, as well as any other stakeholders of the CIECH Group, including associates, suppliers, subcontractors and counterparties, and any persons acting on behalf of the CIECH Group, in particular, agents, advisers and representatives.
3. Every person to whom the Policy and Procedure apply, irrespective of their position, workplace or activity of the CIECH Group, has the obligation to act in compliance with local, national and international law, which may govern anti-corruption issues in different ways.
4. Any corrupt behaviour may result in legal and financial liability of each CIECH Group company, as well as persons committing such practices, since corruption offenses are subject to punishment in the form of imprisonment or a fine.
5. The Director of the Compliance Department of CIECH S.A. is fully responsible for managing this Procedure (the “**Compliance Officer**”).
6. Any questions, doubts or violations regarding this Procedure should be reported to the following email address: [compliance@ciechgroup.com](mailto:compliance@ciechgroup.com).

#### II. Definitions.

1. The term “**Gift**” or “**Gifts**” means in particular any form of benefit that is not justified in legal circumstances, which is essentially free of charge, in particular, with a specific material value, such as discounts, rebates, loans, cash support, preferential terms of sale or provision of services, services, awards, forms of paid transportation, use of resources, vehicles or resorts, stocks and other securities, shares, renovation and home repairs, tickets, entry cards, gift cards or vouchers, a bottle of alcohol, a basket of sweets, flowers, jewellery and invitations to: breakfast, lunch, dinner, supper or coffee. The above list of Gifts is not exhaustive and any Gift may be deemed corruptive behaviour.
  - 1.1. Gifts may take the form of:
    - 1.1.1. Financial benefit, which is understood to mean any performance the value of which can be expressed in money. A financial benefit is an advantage both for oneself and any third party. A financial benefit is an increase in assets (property) or a reduction in liabilities (debt). A financial benefit enables material needs to be satisfied.
    - 1.1.2. Personal benefit, which is understood as any non-financial benefit improving the situation of the person who accepts it (e.g. a promise of promotion, a job, awarding a medal, training a profession, creating a favourable image in the media, speeding up the settlement of a case (facilitation), sexual contacts). A personal benefit is a benefit both for oneself and any third party.

2. The term “**Public Official**” shall mean in particular:
  - 2.1. an MP, senator, councillor and member of the European Parliament,
  - 2.2. a judge, lay judge, public prosecutor, financial officer of a preparatory proceeding authority or an authority superior to the financial preparatory proceeding authority, notary public, bailiff, probation officer, trustee, court supervisor and administrator, or any person adjudicating in disciplinary bodies operating on the basis of the Act,
  - 2.3. a person who is an employee of government administration, any other state or local government authority, unless they perform only service activities, as well as any other person to the extent to which they are entitled to issue administrative decisions, a person who is an employee of the state inspection body or local government inspection body, unless they perform only service activities, as well as any person holding a managerial position in any other state institution,
  - 2.4. any officer of a body appointed to protect public safety, any officer of the Prison Service and any person performing active military service.

### III. General rules for Gifts.

1. Any Gifts given by the CIECH Group companies to counterparties, suppliers, recipients and other customers (“**Counterparties**”) may be offered solely for advertising and promotional purposes of the CIECH Group.
2. Any Gifts received by employees of the CIECH Group from Counterparties may be accepted only in connection with such Counterparties’ advertising or promotional activities.
3. The CIECH Group expects every employee to exercise rational judgment and prudence in accepting and giving any Gifts in connection with the performance of duties in a CIECH Group company.
4. Gifts from existing or potential counterparties may not affect the decisions made by employees of the CIECH Group in their daily professional activities.
5. Giving and receiving Gifts through promotion and advertising may facilitate business relations, however, in some cases, such Gifts may be considered a manifestation of corrupt behaviour, not only illegal but also detrimental to the reputation of the CIECH Group.
6. Regardless of whether the CIECH Group acts as a seller or a buyer within the framework of procurement procedures, it is forbidden to take any action aimed at contacting the other party to the business relationship, in disregard of the rules of communication applicable to the specific purchase/sale procedure, market standards or good practices, including to provide or obtain any information covered by the confidentiality of the purchase/sale procedure.
7. In no case is it acceptable to solicit any Gifts in business relations, for the benefit of any employee of the CIECH Group, members of their family or acquaintances.
8. For the avoidance of doubt, the provisions of the Procedure do not apply to any Gifts given within one company of the CIECH Group, e.g. Gifts provided to an employee of a specific organisational unit by the manager of such an organisational unit.

9. For the avoidance of doubt, the provisions of the Procedure do not apply to any Gifts given or received by members of the management boards of the CIECH Group companies, unless this Procedure provides otherwise.

#### **IV. Gifts to Public Officials.**

1. Under no circumstances may any Gifts be offered, given, promised or authorised to any Public Officials.
2. Offering, giving, promising a Gift, or authorising a Gift to Public Officials is a criminal offense, and as such, strictly prohibited.

#### **V. Gifts to Counterparties.**

1. A Gift of a value exceeding PLN 200 (gross) may be offered to any person who is an employee or associate of the Counterparty only in exceptional and justified cases, subject to the prior consent of the supervisor of the employee providing the Gift and approval of the Compliance Officer. The application for the Compliance Officer's consent for offering a Gift is submitted using the following form:  
<https://forms.office.com/Pages/ResponsePage.aspx?id=JuHVBnl-cUer4eHvnlyUokMxjDDipsFDsflixK3x2KtUN0cxOVZONDZBNkQ2WUtYTDFHRTNHSUpVRC4u>.
2. The value of each Gift offered should be determined on the basis of its actual market value. In the event of any difficulty in determining the market value of the Gift, its estimated market value should be determined.
3. All gifts with a value exceeding PLN 200 (gross) are recorded by the Compliance Officer. Gifts provided by members of the management boards of the CIECH Group companies with a value exceeding PLN 200 (gross) are recorded by individuals appointed by the management boards of the CIECH Group companies.
4. The Compliance Officer records Gifts using the form described in point V. 1 hereof.
5. Any person offering a Gift with a value exceeding PLN 200 gross must provide the recipient with an adequate PIT declaration, prepared by the relevant unit in the CIECH Group company responsible for the settlement of personal income tax (PIT).
6. Gifts should never be offered where:
  - 6.1. they are against the law,
  - 6.2. they are contrary to the rules adopted in the CIECH Group or the recipient's organisation,
  - 6.3. they are in the form of cash or other monetary assets (such as bank cheques, traveller's cheques, money orders or negotiable documents),
  - 6.4. they undermine our commitment to integrity, confidence and respect in doing business,
  - 6.5. they are offered on a "quid pro quo" basis (a favour for a favour),
  - 6.6. they are not properly recorded in the company's books of account.

#### **VI. Gifts from CIECH Group Counterparties.**

1. **CIECH Group employees may:**

- 1.1. accept Promotional or advertising Gifts with a unit market value of up to PLN 200 (gross) without the approval of the immediate supervisor.
  - 1.1.1. The value of each Gift should be assessed individually (separately) as per its actual market value and not, for instance, on the basis of its nominal price.
  - 1.1.2. An occasional invitation to a meal or an invitation to an event, in line with the customary maintenance of good business relationships and financed by the Counterparty, are allowed only if the unit value of the meal or participation in an event does not exceed PLN 200, and a representative of the Counterparty participates in the meal/event and the manner of expression of such hospitality does not seem inappropriate and is within the accepted standards. If the unit value of a meal or invitation to an event exceeds PLN 200, the provisions of point VI.1.2 of the Procedure shall apply accordingly.
- 1.2. accept Gifts with a unit value exceeding PLN 200 gross only in exceptional and justified circumstances, subject to the prior consent of the supervisor of the employee receiving the Gift and approval of the Compliance Officer.
  - 1.2.1. The supervisor of the employee receiving the Gift, in consultation with the Compliance Officer, while allowing the Gift to be accepted, decides whether the employee will be able to keep the Gift or the Gift will be donated to charity.
  - 1.2.2. In exceptional and justified circumstances, the consent of the supervisor of the employee receiving the Gift and approval of the Compliance Officer may be granted after the employee has already accepted the Gift. The employee's supervisor, in consultation with the Compliance Officer, while allowing the Gift to be accepted, decides whether the employee receiving the Gift will be able to keep the Gift, or whether the Gift will be returned to the Counterparty or donated to charity.
  - 1.2.3. Application for the Compliance Officer's consent for accepting a Gift is submitted using the following form:  
<https://forms.office.com/Pages/ResponsePage.aspx?id=JuhVBnl-cUer4eHvnlyUokMxjDDipsFDsflixK3x2KtUMThOSFFTVlpWTEUxMkwxTERKRzczWUtFUC4u>.
  - 1.2.4. In assessing the application for accepting the Gift, the employee's supervisor and the Compliance Officer use common sense, while taking into account, among others, the following circumstances: the potential impact of the Gift on the employee's objectivity,
    - 1.2.4.1. legitimacy of the Gift from a business point of view (e.g. whether any business matters will be discussed during the event),
    - 1.2.4.2. potential precedent which the acceptance of the Gift is bound to set for other employees, the way in which the acceptance will be perceived by other employees or persons from outside the CIECH Group structures.
  - 1.2.5. Any received Gifts with a value exceeding PLN 200 (gross) are recorded by the Compliance Officer. Gifts received by management board members of the CIECH Group companies, the value of which exceeds PLN 200 (gross), are recorded by persons appointed by the management boards of the CIECH Group companies.
  - 1.2.6. The Compliance Officer of the CIECH Group records Gifts using the form described in point VI.1.2.3. hereof.

- 1.2.7. The value of each Gift should be assessed individually (separately) according to its actual market value and not, for instance, on the basis of its nominal price.

## **2. CIECH Group employees MAY NOT:**

- 2.1. accept or expect Gifts that are unlawful or could form grounds for violation of applicable law, e.g., accept a Gift or its promise in exchange for behaviour that may cause financial damage or be considered an act of unfair competition or an unacceptable preferential act for the buyer or recipient of goods, services or benefits,
- 2.2. accept or expect Gifts in the form of cash or other assets (e.g. gift cards that are transferable or convertible into cash, bank cheques, money orders, securities or security options or any other negotiable documents and forms of financing - loans, etc.),
- 2.3. accept or expect Gifts on a “quid pro quo” basis (a favour for a favour) as part of an agreement to purchase services or products in return for the Gift offered,
- 2.4. participate in any form of entertainment that undermines our commitment to integrity, instilling trust and respect in the conduct of our business,
- 2.5. participate in any form of entertainment or accept any Gifts while being aware that they could induce persons making similar offers to violate their employer's standards.
- 2.6. accept Gifts:
  - 2.6.1. from a Counterparty or its related entities during, in connection with any existing or planned negotiations;
  - 2.6.2. by individuals who are responsible for taking a decision in a specific case or participate in any capacity in the decision-making process relating to the case due to their role or official position;
  - 2.6.3. from a Counterparty or its related entities in connection with the performance of the contract, including in particular, those related to the work acceptance procedure or confirmation of the work performed.

## **VII. Returning Gifts.**

1. In the event that any Gift described in point VI.2 of the Procedure is received, it must be returned to the Counterparty immediately. In the event that, by a joint decision made by the supervisor of the employee receiving the Gift and the Compliance Officer, the return of such Gift is considered undesirable, the Gift must be donated to charity.
2. In addition to returning a prohibited Gift, a letter should be sent to the Counterparty explaining the principles for accepting Gifts applied by the CIECH Group.

## Contractual Clauses

### A. Agreement.

#### 1. No Conflict of Interest Clause.

- a) A conflict of interest shall be understood as a relationship between shareholders, partners, stockholders, members of the management board, members of the supervisory board of XXX<sup>1</sup>, persons employed by XXX, persons representing XXX, subcontractors of XXX or any other individuals acting on behalf of XXX ("**Representatives of XXX**") and members of the management board, members of the supervisory board of YYY<sup>2</sup>, persons employed by YYY, persons representing YYY, subcontractors of YYY, or any other individuals acting on behalf of YYY, members of the management board or supervisory board of CIECH S.A. ("**Representatives of YYY**"), which may raise doubts as to their objectivity and impartiality in the performance of their official duties for reasons related to family, financial, personal, emotional, political, economic ties, or which influence, or may influence, even partially and indirectly, the implementation of the Agreement or any decisions made with regard to YYY or the entire CIECH Group, causing, or being likely to cause, damage to YYY or the CIECH Group.
- b) The period of validity of the Agreement, in the No Conflict of Interest Clause and the Anti-Corruption Clause, shall be understood as the period of implementation of the Agreement, including the period of validity of the quality guarantee or warranty for defects.
- c) XXX represents that, to the best of its knowledge, there is no conflict of interest as at the date of conclusion of the Agreement.
- d) XXX agrees to exercise due diligence to the extent required for its economic activity, and to implement any measures in order to avoid any conflict of interest.
- e) In the event of a suspicion or actual occurrence, during the term of the Agreement, of a conflict of interest or a possible conflict of interest, XXX agrees to immediately notify YYY in writing of any such suspicion or conflict of interest and its circumstances, and to propose any action necessary to adequately prevent or eliminate any such conflict of interest, taking into account the broadly understood interest of YYY.

#### 2. Anti-Corruption Clause.

- a) In connection with the concluded Agreement and its implementation, XXX agrees to exercise due diligence and comply with all applicable anti-corruption laws.
- b) XXX represents that prior to executing the Agreement, it has read and understood the following: the Anti-Fraud and Anti-Corruption Policy and the Procedure - Offering and Accepting Gifts and Hospitality in the CIECH Group ("**Anti-Corruption Regulations**"), and agrees to comply with the rules set out in the Anti-Corruption Regulations in the same manner as if they were part of the Agreement. XXX warrants and assures that the aforementioned obligation will also be fulfilled by the Representatives of XXX by obliging them to become familiar with the Anti-Corruption Regulations.
- c) XXX represents that neither it nor any of the Representatives of XXX has offered, promised or given, directly or indirectly, any material or personal benefits, in particular, in order to influence the decision to select its offer, to any of the following:
  - i. Representatives of YYY;

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<sup>1</sup> Name of the counterparty of a CIECH Group company used in the Agreement.

<sup>2</sup> Name of a CIECH Group company used in the Agreement.

- ii. any public official, which terms is understood as any natural person performing public functions in the meaning given to this concept in the legal system of the country in which the Agreement is performed and in the country where both XXX and YYY are domiciled (have their registered offices);
- iii. any member of a political party or a candidate for public office.  
hereinafter collectively referred to as “**Persons**”.
- d) XXX represents that neither it nor any of the Representatives of XXX has influenced the selection of its offer by YYY in a manner that was against the law or ethical practice, in particular, by providing any material or personal benefits, and has not participated in any agreements or arrangements with third parties that would aim to exert such influence on the choice made by YYY.
- e) XXX guarantees that during the term of the Agreement, neither it nor any of the Representatives of XXX will provide, directly or indirectly, any material or personal benefits to Persons, in particular, in order to influence YYY's decisions related to the Agreement.
- f) XXX guarantees that during the term of the Agreement, neither it nor any of the Representatives of XXX will influence the Representatives of YYY in a manner inconsistent with the law or ethical practice and will not participate in any agreements or arrangements with third parties that would affect the performance of the Agreement by YYY.

### **3. Sanctions.**

If during the term of the Agreement:

- a) any of the above representations by XXX proves to be false, or
- b) XXX or any of the Representatives of XXX violates the rules, guarantees or obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause, or
- c) YYY becomes aware of:
  - i. any breach of the rules and obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to XXX during the tender/bid proceedings, as a result of which this agreement has been concluded,
  - ii. any of the representations made by XXX under the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to XXX during the tender/bid proceedings, as a result of which this agreement has been concluded; proves to be false;

it will be regarded as improper performance of the Agreement by XXX, entitling YYY to terminate the Agreement for reasons attributable to XXX, as provided for in §..... of the Agreement.

### **4. Reporting violations of anti-corruption regulations.**

In order to properly fulfil the obligations set out in the No Conflict of Interest Clause and in the Anti-Corruption Clause, YYY represents that during the term of the Agreement, it will provide any person acting in good faith and representing XXX or YYY with the possibility to anonymously report any irregularities using the following internet platform: <https://ciech.liniaetyki.com/>.

## B. Tender procedure/Bid procedure.

### 1. No Conflict of Interest Clause.

- a) A conflict of interest shall be understood as a relationship between shareholders, partners, stockholders, members of the management board, members of the supervisory board of XXX<sup>3</sup>, persons employed by XXX, persons representing XXX, subcontractors of XXX or any other individuals acting on behalf of XXX (“**Representatives of XXX**”) and members of the management board, members of the supervisory board of YYY<sup>4</sup>, persons employed by YYY, persons representing YYY, subcontractors of YYY, or any other individuals acting on behalf of YYY, members of the management board or supervisory board of CIECH S.A. (“**Representatives of YYY**”), which may raise doubts as to their objectivity and impartiality in the performance of their official duties for reasons related to family, financial, personal, emotional, political, economic ties, or which influence, or may influence, even partially and indirectly, the implementation of the Agreement or any decisions made with regard to YYY or the entire CIECH Group, causing, or being likely to cause, damage to YYY or the CIECH Group.
- b) XXX represents that, to the best of its knowledge, there is no conflict of interest as at the date of joining the tender/bid proceedings (the “**Proceedings**”).
- c) In the event of a suspicion or actual occurrence, during the Proceedings, of a conflict of interest or a possible conflict of interest, XXX agrees to immediately notify YYY in writing of any such suspicion or conflict of interest and its circumstances, and to propose any action necessary to adequately prevent or eliminate any such conflict of interest, taking into account the broadly understood interest of YYY.
- d) During the Proceedings, XXX agrees to exercise due diligence to the extent required for its economic activity, and to implement any measures in order to avoid any conflict of interest.

### 2. Anti-Corruption Clause.

- a) In connection with its joining and participating in the Proceedings, XXX agrees to exercise due diligence and comply with all applicable anti-corruption laws.
- b) XXX represents that prior to joining the Proceedings, it has read and understood the following documents prevailing at YYY: the Anti-Fraud and Anti-Corruption Policy and the Procedure - Offering and Accepting Gifts and Hospitality in the CIECH Group (“**Anti-Corruption Regulations**”), and agrees to comply with the rules set out in the Anti-Corruption Regulations during the Proceedings. XXX warrants and assures that the aforementioned obligation will also be fulfilled by the Representatives of XXX by obliging them to become familiar with the Anti-Corruption Regulations.
- c) XXX represents that neither it nor any of the Representatives of XXX has offered, promised or given, directly or indirectly, any material or personal benefits, in particular, in order to influence the decision to select its offer, to any of the following:
  - i. Representatives of YYY;
  - ii. any public official, which terms is understood as any natural person performing public functions in the meaning given to this concept in the legal system of the country in which the Agreement is performed and in the country where both XXX and YYY are domiciled (have their registered offices);
  - iii. any member of a political party or a candidate for public office.hereinafter collectively referred to as “**Persons**”.

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<sup>3</sup> Name of the counterparty of a CIECH Group company participating in the Proceedings

<sup>4</sup> Definition of the CIECH Group company conducting the Proceedings

- d) XXX represents that neither it nor any of the Representatives of XXX has influenced the selection of its offer by YYY in a manner that was against the law or ethical practice, in particular, by providing any material or personal benefits, and has not participated in any agreements or arrangements with third parties that would aim to exert such influence on the choice made by YYY.
- e) XXX guarantees that during the Proceedings, neither it nor any of the Representatives of XXX will provide, directly or indirectly, any material or personal benefits to Persons, in particular, in order to influence YYY's decisions related to the conduct or settlement of the Proceedings.
- f) XXX guarantees that during the Proceedings, neither it nor any of the Representatives of XXX will influence Persons in a manner inconsistent with the law or ethical practice and will not participate in any agreements or arrangements with third parties aimed at affecting the conduct or settlement of the Proceedings.

### **3. Reporting violations of anti-corruption regulations.**

In order to properly fulfil the obligations set out in the No Conflict of Interest Clause and in the Anti-Corruption Clause, YYY represents that during the Proceedings, it will provide any person acting in good faith and representing XXX or YYY with the possibility to anonymously report any irregularities using the following internet platform: <https://ciech.liniaetyki.com/>.

### **4. Sanctions.**

- a) If at any time prior to the completion of the Proceedings, any of the above representations by XXX proves to be false, or XXX or any Representative of XXX violates any rules, guarantees and obligations under the No Conflict of Interest Clause or the Anti-Corruption Clause, YYY will have the right to exclude XXX from the Proceedings or refuse to enter into the agreement with XXX for reasons attributable to XXX.
- b) If:
  - i. YYY becomes aware, after the conclusion of the agreement with XXX, of any breach of rules, guarantees or obligations under the No Conflict of Interest Clause or the Anti-Corruption Clause by XXX or any Representative of XXX or
  - ii. any of the above representations proves to be false;it will be regarded as improper performance of the agreement by XXX, entitling YYY to terminate the agreement for reasons attributable to XXX.