

## ANTI-CORRUPTION CLAUSE

1. Each Party declares that - in connection with the performance of this Contract - it will exercise due diligence and observe all the regulations of law applicable to the Parties as regards combating corruption, imposed by competent authorities in Poland and in the European Union, both when acting directly and through business entities controlled by or affiliated with the Parties.
2. Each Party further declares that it has implemented relevant procedures to prevent corruption and conflicts of interest, and that within the last three years no members of their executive, controlling or supervisory bodies, or the Parties' agents or representatives, have been convicted by a final and binding judgment of a court for a corruption offence.
3. Each Party further declares that - in connection with the performance of this Contract - it will comply with all requirements and internal regulations applicable to the Parties as regards ethical conduct principles, corruption prevention, lawful settlement of transactions, costs and expenses, conflicts of interest, gift giving and accepting, anonymous reporting of irregularities and their clarifying, both when acting directly and through business entities controlled by or affiliated with the Parties.
4. The Parties warrant that - in connection with the conclusion and performance of this Contract - neither of them, nor any of their owners, shareholders, partners, members of the management board, officers, directors, employees, subcontractors or any other persons acting on their behalf have made, offered or promised to make, authorized making, nor will make, offer, promise or authorize any payments or other financial benefits, or other advantages directly or indirectly to any of the entities listed below:
  - Management board members, officers, directors, employees or agents of a Party, or any business entity controlled by or affiliated with the Party;
  - Government or public officials, defined as a natural person holding a public office in the meaning of the legislation in force in the country where this Contract is performed, or where the Parties or any business entities controlled by or affiliated with the Parties have their registered seats;
  - Political parties, members of political parties or candidates for a public office;
  - Agents or intermediaries, in return for payment to any of the aforementioned persons or entities; nor
  - Any other persons or entities - in order to obtain a decision, exert influence or secure actions that might result in any unlawful advantage, or for any other improper purpose, where it violates or might violate anti-corruption laws imposed by competent authorities in Poland and in the European Union - both when acting directly and through business entities controlled by or affiliated with the Parties.
5. The Parties are obligated to immediately report to each other any breach of the provisions of this Anti-corruption Clause. Upon a written request of a Party, the other Party shall provide information and reply to reasonable questions concerning the performance of this Contract in line with the provisions of the Anti-corruption Clause.
6. Each Party declares that - for the duration of the Contract - it shall enable anyone acting in good faith to report any violations of the law anonymously using the following e-mail address: [anonim@solino.pl](mailto:anonim@solino.pl).
7. If a suspected corrupt activity on the part of any representatives of either Party is found in connection or for the purpose of this Contract, the Parties undertake to collaborate in good faith in order to resolve the circumstances of possible corrupt activities.