

## Anti-corruption Clause

1. Each Party declares and warrants that - in connection with the performance of the relevant Contract - they will exercise due diligence and observe all the regulations of law on the prevention and combating of corruption, imposed by competent authorities in Poland and the European Union, applicable to the Parties both directly and when acting through business entities controlled by or affiliated with the Parties.
2. Each Party further declares that warrants that - in connection with the performance of the Contract - they will comply with all requirements and internal regulations applicable to the Parties, as regards ethical conduct standards, corruption prevention, lawful settlement of transactions, costs and expenses, conflicts of interest, gift giving and accepting, anonymous reporting of irregularities and clarifying irregularities, both directly and when acting when acting through business entities controlled by or affiliated with the Parties.
3. The Parties confirm that - in connection with the conclusion and performance of the 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 to or promised to make, authorised making, nor will make, offer, promise or authorise any payments or other donations entailing financial or other advantages directly or indirectly to any of the entities listed below:
  - a. Management board members, officials, directors, employees or agents of the other Party or any business entity controlled by or affiliated with the Party,
  - b. Government officials understood as natural persons holding a public office in the meaning of the legislation in force in the country where the relevant Contract is performed, or where the Parties or any of the business entities controlled by or affiliated with the Parties;
  - c. Political parties, members of political parties or candidates for a public office;
  - d. Agents or intermediaries, in return for payment to any of the aforementioned persons or entities; nor
  - e. Any other persons, entities or organizations - in order to obtain a decision, exert influence or secure actions which might result in an 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 EU, where the Parties act directly or through any of business entities controlled by or affiliated with them.
4. The Parties are obligated to immediately report to each other any breach of this Anti-corruption Clause. Upon a written request of a Party, the other Party shall provide information and reply to reasonable questions of the other, concerning the performance of this Contract in line with the Anti-corruption Clause.
5. In order to enforce the obligation referred to in Section 4 above, each Party declares that - for the duration of the Contract - they shall enable anyone acting in good faith to anonymously report any irregularities related to this Clause by e-mail using the Anonymous Reporting System: [anonimi@solino.pl](mailto:anonimi@solino.pl)

6. If a suspected act of corruption on the part of either Party should be ascertained in connection or for the purpose of the Contract, SOLINO S.A. reserves the right to conduct an anti-corruption audit at the Contractor/Supplier, in order to verify the Contractor/Supplier's compliance with this Clause, and - in particular - to clear any issues concerning the act(s) of corruption in question.