



Anti-corruption clause

1. Each Party certifies that in connection with the performance of the Agreement it will exercise due diligence and comply with all laws binding for the Parties in the field of anti-corruption issued by authorized bodies in Poland and in the European Union.
2. Each Party additionally certifies that in connection with the implementation of this Agreement it will comply with all applicable requirements and internal regulations regarding ethical conduct standards, counteracting corruption, legal settlement of transactions, costs and expenses, conflict of interest, giving and receiving gifts and anonymous reporting and clarification of irregularities.
3. The Parties ensure that, in connection with the conclusion and implementation of this Agreement, neither of the Parties has made, offered or promised that it will make or authorize, or will make, propose or promise to make, or will authorize any payment or other transfer that constitutes a financial or other advantage, or any other benefit, directly or indirectly, to any of the following:
 - (i) any member of the management board, director, employee or agent of the Party concerned,
 - (ii) any state official understood as a natural person performing a public function in the sense given to this concept in the legal system of the country in which this Agreement is implemented or where registered seats of the Parties are located,
 - (iii) any political party, a member of a political party, or a candidate for a state office,
 - (iv) any agent or intermediary in exchange for payment for any of the above-mentioned, or
 - (v) to any other person or entity – in order to obtain their decisions, influence or actions that could result in any unlawful advantage or for any other improper purpose, if such action violates or would violate the anti-corruption law issued by authorized bodies in Poland and in the European Union.

4. The Parties are obliged to immediately inform each other about any violation of this clause. At the written request of one of the Parties, the other Party shall provide information and answers to reasonable questions from the other Party that will concern the performance of the Agreement in accordance with the provisions of this clause.
5. For the proper performance of the obligation referred to above, each Party certifies that during the term of the Agreement it provides every person acting in good faith with the possibility of anonymous reporting of irregularities via the electronic mail of the Anonymous Irregularities Reporting System: anonim@anwil.pl
6. In cases of suspicion of corruption activities committed in connection with or for the purpose of the implementation of this Agreement by any representatives of either Party, ANWIL S.A. reserves the right to conduct an anti-corruption audit of a Party to the Agreement in order to verify compliance by this Party with the provisions of this clause, in particular to clarify all matters relating to the corruption activity or activities.