

ANTI-CORRUPTION CLAUSE

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
2. Each Party declares that it has implemented procedures for the prevention of corruption and conflict of interests, and in the period of the last three years members of managing, control or supervisory bodies or representatives of the Parties have not been convicted by a final judgement for a corruption offence.
3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
 - (i) any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,
 - (ii) a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
 - (iii) any political party, member of a political party or candidate for a post in a state office;
 - (iv) any agent or intermediary in exchange for payment to any of the aforementioned; and
 - (v) any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
5. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
6. Each of the Parties certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: naruszenieprawa@orlen.pl or by phone: +48 800 322 323 – without caller identification.

7. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.