

Anti-corruption clause

For the purposes of this clause:

- 1) **Business Partner** - means an external party with which WMNŁ plans or has entered into a business relationship,
 - 2) **WMNŁ** – means *Walcownia Metali Nieżelaznych „ŁABĘDY” S.A.*
1. The Business Partner undertakes to comply with all applicable laws relating to counteracting, combating and responding to suspected or actual corruption, as well as to the WMNŁ Anti-Corruption Policy and WMNŁ Code of Ethics.
 2. The Business Partner ensures that the establishment of business cooperation with WMNŁ, as well as the conclusion and performance of the contract, did not take place as a result of any corrupt behavior, in particular:
 - a. promising, offering, or giving, directly or indirectly, any unfair advantage in connection with an existing or to be established business relationship with WMNŁ to any person;
 - b. consisting in demanding or accepting by any person any undue benefits for himself or for any other person, or accepting an offer or promise of such benefit in exchange for an act or failure to act in connection with an existing or to be established business relationship with WMNŁ;
 - c. in course of business activity, consisting in promising, offering or giving, directly or indirectly, to a person employed or cooperating with WMNŁ in any capacity, any unfair advantage for himself or for the benefit of any other person in return for an act or failure to act, which violates his duties and constitutes a socially harmful reciprocity;
 - d. in course of business activity, consisting in requesting or accepting, directly or indirectly by a person employed or cooperating with WMNŁ in any capacity, any unfair advantage or accepting an offer or promise of such benefit for himself or for any other person in return for an act or omission actions that violate his duties and constitute a socially harmful reciprocity.
 3. The Business Partner undertakes to disclose all information regarding the possibility of a conflict of interest in connection with the conclusion and implementation of the contract with WMNŁ, affecting the transparency of the business relationship and the risk of corruption activities.
 4. The Business Partner ensures that he will inform his employees, associates, subcontractors, suppliers, representatives, as well as other persons involved in business cooperation or the implementation of the contract concluded with WMNŁ about the principles set out in this clause, as well as in connection with plans to establish such cooperation or conclude such an agreement as well as that these persons will comply with the principles set out in the anti-corruption clause. Upon every request of WMNŁ, the Business Partner shall immediately inform about the measures taken to ensure compliance with the anti-corruption clause, also by the persons specified in the preceding sentence, as well as about the measures taken to ensure the effective implementation of the anti-corruption clause.
 5. In any situation, when the Business Partner has knowledge or reasonable suspicion that any party to the contract and/or persons referred to in point 4 have breached the anti-corruption clause, he will immediately inform the person with WMNŁ specified in the contract to contact the Business Partner or report this fact by e-mail address to Competition Law Coordinator, Ethics and Anti-corruption coordinator, Internal Control and Loss Prevention Coordinator in *Walcownia Metali Nieżelaznych „ŁABĘDY” S.A.* - malgorzata.bednarska@wmn.com.pl

6. Regardless of any contractual limitation of liability in connection with business cooperation or an agreement concluded with WMNŁ, the Business Partner is liable on general terms to the fullest extent permitted by law for non-performance or improper performance of the anti-corruption clause also by persons and entities specified in point 4 of this clause.
7. Violation of the anti-corruption clause is treated by the Parties as a gross violation of the principles of business cooperation, in particular contracts concluded with WMNŁ, and may constitute the basis for:
 - a. termination of each contract concluded by the Business Partner with WMNŁ without notice due to the fault of the Business Partner, with immediate effect and imposing contractual penalties specified in the contract,
 - b. immediate termination of the business relationship.
8. Termination of the contract or contracts with the Business Partner, as well as the termination of the business relationship in accordance with point 4 of this clause, shall not constitute grounds for any claims against WMNŁ for the Business Partner.

WALCOWNIA METALI NIEŻELAZNYCH
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Wiceprezes Zarządu
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