

## Anti-corruption clause

For the purposes of this clause:

- 1) Business Partner - means an external party with which NITROERG S.A. plans or has entered into a business relationship,
  - 2) KGHM – means KGHM Polska Miedź S.A.
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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 KGHM Group's Anti-Corruption Policy and KGHM Group's Code of Ethics, which are documents also valid in NITROERG S.A./which are regulations also binding in NITROERG S.A.
  2. The Business Partner ensures that the establishment of business cooperation with NITROERG S.A., as well as the conclusion and performance of the contract, did not take place as a result of, and will not lead to 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 NITROERG S.A. 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 NITROERG S.A.;
    - c) in course of business activity, consisting in promising, offering or giving, directly or indirectly, to a person employed or cooperating with NITROERG S.A. 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, or may be unfavourable for NITROERG S.A. or KGHM;
    - d) in course of business activity, consisting in requesting or accepting, directly or indirectly by a person employed or cooperating with NITROERG S.A. 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 or may be unfavourable for NITROERG S.A. or KGHM.
  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 NITROERG S.A., 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 NITROERG S.A. 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 NITROERG S.A., 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 anticorruption clause, NITROERG S.A. will be immediately informed via e-mail, by sending a message to: [etyka@nitroerg.pl](mailto:etyka@nitroerg.pl) or report this fact through the KGHM Ethics Line Platform: <https://liniaetyki.kghm.com/pl>.
6. Regardless of any contractual limitation of liability in connection with business cooperation or an agreement concluded with NITROERG S.A., 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 NITROERG S.A., and may constitute the basis for:
  - a) termination of each contract concluded by the Business Partner with NITROERG S.A. 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.
  - c) demanding payment by the Business Partner or persons violating the law and the principles of the Anti-Corruption Policy of the KGHM Group and the Code of Ethics of the KGHM Group, appropriate compensation on general terms.
8. Termination of the contract or contracts with the Business Partner, as well as the termination of the business relationship in accordance with point 7 of this clause, shall not constitute grounds for any claims against NITROERG S.A. for the Business Partner.

*Came into force on 1<sup>st</sup> April 2022.*