

For the purposes of this Clause:

- 1) The "Business Partner" means any entity, regardless of the legal form, with which Metraco has established, or plans to establish, business cooperation regardless of its nature and the legal relationship underlying it.
 - 2) "KGHM Metraco" means KGHM Metraco S.A. (joint stock company) with its registered office in Legnica.
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1. The Business Partner undertakes to comply with generally applicable laws and regulations regarding counteracting, combating and responding to suspected or actual corrupt behavior and, apart from this, comply with the Anti-Corruption Policy of KGHM Metraco S.A., the Code of Ethics of the KGHM Polska Miedź S.A. Group and the Code of Ethics of KGHM Metraco S.A. (available at: <https://metraco.pl/en/sustainable-business/anti-corruption-and-anti-bribery/>). The Business Partner warrants that the establishment of the business cooperation with KGHM Metraco, regardless of the nature of this cooperation and the legal relationship underlying it, has not occurred / will not occur as a result of any corrupt behavior, in particular consisting in offering, promising, giving, accepting or applying for undue benefits of any value (which may be financial or non-financial), directly or indirectly, and regardless of location, in violation of applicable regulations, as an incentive or reward, and undertakes to disclose to KGHM Metraco any risk of occurrence of corrupt behavior within the scope of the business cooperation with KGHM Metraco.
 2. The Business Partner warrants that it has informed its employees, associates and all other persons involved in the business cooperation with KGHM Metraco, including that planned to be established, about the principles set out in this Clause, as well as that they have been obliged to comply with the rules set out herein.
 3. In any situation when the Business Partner becomes aware of, or reasonably suspects, a violation by any of the participants of the business cooperation with KGHM Metraco, including those referred to in point 3 above, of the principles resulting from this Clause, it shall immediately report this fact to the following e-mail address: etyka@metraco.pl.
 4. The Business Partner shall be liable on general principles, to the full extent, for non-performance or improper performance of this Clause.
 5. Any violation of this Clause will be considered a gross violation of the principles of the business cooperation with KGHM Metraco and may constitute a basis for the immediate termination of the business cooperation with the Business Partner by KGHM Metraco due to the fault of the Business Partner.