

ANTI-CORRUPTION CLAUSE

For the purposes of this clause:

1. **Business Partner** - means an external party with which Respect Energy has established or plans to establish a business relationship,
2. **Respect Energy** - means any company from the Respect Energy capital group.
 1. Respect Energy, respecting Polish and international anti-corruption laws and pursuing a transparent and consistent policy of minimizing the risk of abuse, has developed this clause to help understand the requirements and expectations for cooperation with a Business Partner at every stage.
 2. Respect Energy declares that it applies a zero-tolerance policy towards all forms of corruption, including accepting, offering, requesting, granting, and agreeing to additional benefits, items, or advantages (both in internal and external relations within the scope of its business activities).
 3. The Business Partner declares that they have read Respect Energy's ethical principles (https://respect.energy/uploads-reenergy/2026/10/REH_Kodeks-Etyki_EN.pdf) and undertakes to comply with them in connection with the performance of this agreement, and that these standards will be followed by their employees and any other persons with whose assistance they perform the agreement, as well as persons to whom they entrust the performance of the agreement (in whole or in part). Furthermore, the Business Partner undertakes to prevent and refrain from taking any actions that could result in a violation of these principles by the above-mentioned persons. The Business Partner shall be liable for any actions or omissions constituting a violation of the above obligations by the above-mentioned persons as if they were its own actions.
 4. The Business Partner certifies that, in connection with the performance of the agreement, it will exercise due diligence and comply with all applicable RespectEnergy laws and regulations regarding sanctions, anti-corruption, and anti-money laundering.
 5. The Business Partner further certifies that, in connection with the performance of the agreement, it will comply with all applicable internal requirements and regulations regarding ethical conduct standards, anti-corruption, lawful accounting of transactions, costs, and expenses, conflicts of interest, giving and receiving gifts, and anonymous reporting and clarification of irregularities.
 6. The Business Partner warrants that, to the best of its knowledge, as of the date of conclusion of the agreement with Respect Energy, there are no conflicts of interest that could prevent the proper performance of the agreement, affect the

impartiality or independence of the parties, or affect the quality of the performance of the provisions of the agreement. The Business Partner further declares that, in connection with the performance of this agreement, it will take measures to avoid conflicts of interest and, in the event of a suspected conflict of interest, it is obliged to immediately inform Respect Energy thereof.

7. The Business Partner warrants that in connection with the conclusion and performance of the agreement, it has not made, offered, promised, or authorized, and that it will not make, offer, promise, or authorize, any payment or other transfer constituting a financial or other benefit, or any other benefit, directly or indirectly, in particular to any of the following:
 - (i) any member of the management board, director, employee, associate, or agent;
 - (ii) any public official, understood as a natural person performing a public function within the meaning of the legal system of the country in which the contract is performed or in which the parties' registered offices are located;
 - (iii) any employee of an international public organization;
 - (iv) any political party, member of a political party, or candidate for public office;
 - (v) any agent or intermediary in exchange for payment to any of the above, or
 - (vi) any other person or entity – for the purpose of obtaining their decision, influence or actions that could result in any unlawful privilege or for any other improper purpose, if such action violates or would violate the anti-corruption laws issued by the competent authorities in Poland and within the European Union.
8. The Business Partner is obliged to immediately inform Respect Energy of any violation of the provisions of this anti-corruption clause. At the request (in writing or by email) of Respect Energy, the Business Partner shall immediately provide information and respond to reasonable questions concerning the performance of this agreement in terms of compliance with the provisions of this anti-corruption clause.
9. Respect Energy certifies that during the term of this agreement, it will provide any person acting in good faith with the opportunity to report violations of the law via:
 - (i) email sent to: compliance@respect.energy or
 - (ii) the online platform <https://re.zalezymi.pl/>
10. The Business Partner shall ensure that its employees, associates, subcontractors, suppliers, representatives, and other persons involved in business cooperation or the performance of a contract concluded with Respect Energy are informed of the rules set out in this clause, as well as in connection with plans to establish such cooperation or conclude such a contract, and that these persons will comply with the rules set out in the anti-corruption clause. At the request of Respect Energy, the Business Partner shall immediately inform Respect Energy of the measures

taken to ensure compliance with the anti-corruption clause, including by the persons referred to in the preceding sentence, as well as of the measures taken to effectively implement the anti-corruption clause. In addition, at Respect Energy's request, the Business Partner shall certify in writing that the above-mentioned persons have not engaged in any conduct that violates this anti-corruption clause.

11. In cases where suspected corrupt practices are identified in connection with or for the purpose of performing this agreement by any representatives of the Business Partner, the Business Partner undertakes to cooperate in good faith to clarify the circumstances surrounding the possible corrupt practices. In such a case, Respect Energy reserves the right to conduct an anti-corruption audit of the Business Partner in order to verify the Business Partner's compliance with the provisions of this anti-corruption clause, including, in particular, Respect Energy or a third party selected by it shall have the right to access, inspect, and control the books, registers, and accounts of the Business Partner and any of its affiliates and subsidiaries, to the extent that they relate to this agreement or any other transaction involving the Business Partner. Such access, audit, and review shall be reasonable in scope, location, date, and time.
12. If a Business Partner, its employee, a person with whose assistance the Business Partner performed the contract, or a person to whom the Business Partner entrusted the performance of the contract (in whole or in part) has committed a violation of this anti-corruption clause, Respect Energy shall notify the Business Partner thereof and request that it take the necessary corrective measures within a reasonable time and inform Respect Energy of such measures.
13. The Business Partner acknowledges that any violation or attempted violation of this anti-corruption clause shall be treated as a gross violation of the principles of business cooperation and may constitute grounds for:
 - (i) termination of the agreement without notice due to the fault of the Business Partner, with immediate effect,
 - (ii) immediate termination of the business relationship.
14. In the event of termination of the agreement with the Business Partner and termination of business cooperation with them, in accordance with point 13 of the anti-corruption clause, the Business Partner shall not be entitled to any claims against Respect Energy in this respect. If Respect Energy suffers damage as a result of a breach or attempted breach of this anti-corruption clause, Respect Energy shall be entitled to claim compensation from the Business Partner on general terms.