

ANTI-CORRUPTION CLAUSE

1. EACH AND EVERY PARTY CERTIFIES THAT, IN VIEW OF PERFORMING THE PRESENT AGREEMENT, IT SHALL EXERCISE DUE DILIGENCE AND SHALL COMPLY WITH ALL LEGAL PROVISIONS BINDING ON THE PARTIES WITHIN THE SCOPE OF PREVENTING CORRUPTION, ISSUED BY ENTITLED AUTHORITIES IN POLAND AND IN THE TERRITORY OF THE WHOLE EUROPEAN UNION, BOTH DIRECTLY AND WHILE ACTING THROUGH THE INTERMEDIARY OF BUSINESS ENTITIES CONTROLLED BY OR AFFILIATED WITH THE PARTIES.
2. EACH AND EVERY PARTY ADDITIONALLY CERTIFIES THAT, IN VIEW OF PERFORMING THE PRESENT AGREEMENT, IT SHALL COMPLY WITH ALL REQUIREMENTS AND INTERNAL REGULATIONS BINDING ON THE PARTIES WITH REGARD TO STANDARD OF ETHICAL CONDUCT, PREVENTION OF CORRUPTION, CONSISTENT WITH THE LAW ON SETTLEMENT OF TRANSACTIONS, COSTS AND EXPENSES, CONFLICT OF INTEREST, GRANTING AND ACCEPTING GIFTS AND ANONYMOUS REPORTING AND CLARIFICATION OF IRREGULARITIES, BOTH DIRECTLY AND WHILE ACTING THROUGH THE INTERMEDIARY OF BUSINESS ENTITIES CONTROLLED BY OR AFFILIATED WITH THE PARTIES.
3. THE PARTIES ENSURE THAT, IN VIEW OF CONCLUSION AND PERFORMANCE OF THE PRESENT AGREEMENT, NEITHER/NONE OF THE PARTIES OR NEITHER/NONE OF THEIR OWNERS, SHAREHOLDERS, STOCKHOLDERS, MEMBERS OF THE MANAGEMENT BOARD, DIRECTORS AND OTHER STAFF MEMBERS, SUBCONTRACTORS OR NO OTHER PERSON ACTING ON THEIR BEHALF HAVE/HAS NOT MADE, HAVE/HAS NOT PROPOSED, HAVE/HAS NOT PROMISED TO MAKE AND HAVE/HAS NOT AUTHORIZED AS WELL AS SHALL NOT MAKE, SHALL NOT PROPOSE AND SHALL NOT PROMISE TO MAKE AND SHALL NOT AUTHORIZE TO MAKE ANY PAYMENT OR ANOTHER TRANSFER CONSTITUTING A FINANCIAL BENEFIT OR ANOTHER BENEFIT OR ANY OTHER BENEFIT DIRECTLY OR INDIRECTLY TO ANY OF THE FOLLOWING:
 - (i) ANY MEMBER OF THE MANAGEMENT BOARD, DIRECTOR OR ANOTHER STAFF MEMBER OR AGENT OF A GIVEN PARTY OR ANY BUSINESS ENTITY CONTROLLED BY OR AFFILIATED WITH THE PARTIES,
 - (ii) ANY STATE 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 THERE ARE

REGISTERED OFFICES OF THE PARTIES OR ANY BUSINESS ENTITY CONTROLLED BY OR AFFILIATED WITH THE PARTIES;

- (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 OF ANYONE OF THE AFOREMENTIONED; AND
 - (v) ANY OTHER PERSON OR ENTITY – IN ORDER TO OBTAIN THEIR DECISION, INFLUENCE OR ACTIVITIES WHICH MAY RESULT IN ANY PRIVILEGE INCONSISTENT WITH LAW OR FOR ANY OTHER IMPROPER PURPOSE IF SUCH AN ACTIVITY BREACHES OR BREACHED LEGAL PROVISIONS WITHIN THE SCOPE OF PREVENTION OF CORRUPTION, ISSUED BY ENTITLED AUTHORITIES IN POLAND AND IN THE TERRITORY OF THE WHOLE EUROPEAN UNION, BOTH DIRECTLY AND WHILE ACTING THROUGH THE INTERMEDIARY OF BUSINESS ENTITIES CONTROLLED BY OR AFFILIATED WITH THE PARTIES.
4. THE PARTIES SHALL BE OBLIGED TO IMMEDIATELY INFORM EACH OTHER ABOUT EACH AND EVERY CASE OF BREACHING PROVISIONS OF THIS CLAUSE. UPON A WRITTEN REQUEST OF ONE OF THE PARTIES, THE OTHER PARTY SHALL PROVIDE INFORMATION AND GIVE ANSWERS TO JUSTIFIED QUESTIONS OF THE OTHER PARTY THAT WILL PERTAIN TO PERFORMANCE OF THE PRESENT AGREEMENT IN ACCORDANCE WITH THIS CLAUSE.
5. IN ORDER TO DULY FULFIL THE OBLIGATION REFERRED TO ABOVE, EACH AND EVERY PARTY CERTIFIES THAT, IN THE PERIOD OF PERFORMING THE PRESENT AGREEMENT, IT SHALL PROVIDE EACH AND EVERY PERSON ACTING IN GOOD FAITH WITH A POSSIBILITY OF REPORTING IRREGULARITIES ON AN ANONYMOUS BASIS.
6. IN CASE OF IDENTIFYING A SUSPICION OF CORRUPT ACTIVITIES MADE IN CONNECTION WITH OR FOR THE PURPOSE OF PERFORMING THE PRESENT AGREEMENT BY ANY REPRESENTATIVES OF EACH AND EVERY PARTY, PKN ORLEN S.A. RESERVES THE RIGHT TO CONDUCT AN ANTI-CORRUPTION AUDIT OF THE SUPPLIER/CONTRACTING PARTY TO VERIFY WHETHER THE SUPPLIER/CONTRACTING PARTY COMPLIES WITH PROVISIONS OF THIS CLAUSE, INCLUDING IN PARTICULAR TO CLARIFY ALL ISSUES PERTAINING TO A CORRUPT ACTIVITY OR CORRUPT ACTIVITIES.