

## X. Anti-corruption Clause

1. Each Party certifies that, when performing the present Agreement, it shall exercise due diligence and shall comply with all legal provisions binding on it within the scope of preventing corruption, issued by any authority in Poland or any other authority in the European Union, both directly and while acting through business entities controlled by or affiliated with that Party.
2. Each Party additionally certifies that, when performing the present Agreement, it shall comply with all requirements, including laws, and internal regulations binding on it with regard to standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses, conflict of interest, granting and accepting gifts, anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with that Party.
3. Each Party hereby represents that, according to the best knowledge, in view of concluding and performing the present Agreement, neither it nor any of its owners, shareholders, members of the management board, directors and other staff members, subcontractors or any other person acting on their behalf have/has made, have/has proposed, have/has promised to make, have/has 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 or 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 the other Party or any business entity controlled by or affiliated with the other Party;
  - (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 either of the Parties, or any business entity controlled by or affiliated with either of the Parties, has registered offices;
  - (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 or other benefit to be transferred to any one or more of the aforementioned; and
  - (v) any other person or entity – in order to obtain activities which may result in any privilege inconsistent with law, if this activity breaches or breached legal provisions within the scope of prevention of corruption, issued by any authorities in Poland or any other authority in the European Union, both directly and while acting through business entities controlled by or affiliated with the relevant Party.
4. The Parties shall be obliged to immediately inform each other about each and every case of breaching provisions of this Clause X. 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 X.
5. Each Party shall provide its staff acting in good faith with the possibility to report irregularities in respect of the obligations imposed by this Clause X on an anonymous basis via an electronic mail to the Anonymous Irregularities Reporting System: [anonim@orlen.pl](mailto:anonim@orlen.pl) or (*the address of the anonymous electronic mailbox of the other Party to the Agreement for reporting irregularities*).
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, the Parties shall cooperate to clarify the circumstances regarding possible corruption activities.