



Compliance with Laws

SATEL-EXPO

Compliance with Laws

1. This Compliance with Laws clause (hereinafter: **Clause**) shall apply to each contract and agreement (hereinafter: **Agreement**) concluded between SATEL Spółka z o.o. with its registered office in Gdańsk, ul. Budowlanych 66 80-298 Gdańsk, registered by the District Court for Gdańsk-Północ in Gdańsk, 7th Commercial Division under KRS No 0000178400, share capital of PLN 1,830,000, NIP 584-015-40-38 (hereinafter: **SATEL**) and other persons (hereinafter: **Counterparty**). SATEL and the Counterparty shall be hereinafter referred to as the **Parties**.
2. Each Party represents that in connection with performance of the Agreement it shall act with due diligence and shall comply with all laws applicable to that Party, including laws in the field of corruption prevention governing in Poland.
3. Each Party also represents that in connection with performance of the Agreement it shall comply with all the requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflict of interest, handing over and accepting gifts and anonymous reporting and investigation of irregularities.
4. The Counterparty warrants that performance of the Agreement shall not constitute:
 - 4.1. abuse of the rights vested in the Counterparty nor failure to perform the Counterparty's obligation;
 - 4.2. an act of unfair competition;
 - 4.3. an inadmissible preferential action in favour of SATEL;
 - 4.4. frustration or hindrance of a public tender procedure.
5. If actions of the Counterparty are related to public tender procedures, the Counterparty warrants that it shall not disseminate information nor remain silent about material circumstances of importance to conclusion of a contract resulting from such a tender procedure. The Counterparty shall not enter into any agreements with other persons to the detriment of the owner of property or person or institution in favour of which such a tender procedure is organized.
6. The Counterparty warrants that neither the Counterparty nor any of its authorities is a public official.
7. SATEL fully complies with all the Anti-Corruption Laws where **Anti-Corruption Laws** shall mean provisions on prevention of corruption which are in force in Poland, in particular applicable regulations of the Criminal Code, the Act on the Central Anti-Corruption Bureau, the Public Procurement Law Act and the regulations in effect in this field in Poland and in Europe, such as the Council Framework Decision on combating corruption in the private sector, the OECD Anti-Bribery Convention, etc. The Counterparty represents that the Counterparty is familiar with the text of the Anti-Corruption Laws.
8. The Counterparty warrants that neither the Counterparty (nor its employees, subcontractors, affiliates and any other persons engaged by the Counterparty to perform the Agreement) nor any entity acting directly or indirectly through the Counterparty nor any entity acting on behalf of the Counterparty has infringed or shall infringe upon any of the Anti-Corruption Laws in connection with performance of the Agreement. In particular the Counterparty warrants that neither the Counterparty nor any of the persons mentioned in the first sentence of this section has undertaken or shall undertake any act which, based on applicable regulations, constitutes an act of corruption or any act which directly or indirectly consists in giving, promising to give, proposing to give or having money or anything of value given to:
 - 8.1. a person who performs a public function, officials, employees, representatives or agents of any authorities or offices (including local authorities) including departments, agencies or governmental branches and entities owned or controlled by the government and any persons acting in their official capacity on behalf of the government;
 - 8.2. persons running for political offices, political parties or members of political parties;
 - 8.3. other persons or entities with knowledge or reasonable suspicion that all or part of such a payment or anything of value will be proposed, given or promised, directly or indirectly, to any of the persons or entities mentioned above to exert influence over actions or decisions of such public officials, political parties, party officials or candidates for political offices made as part of their official duties, including the decision to take or refrain from taking any action that breaches legally binding obligations of such a person or entity or enticing such a person or entity to use their influence over the government or its branches to cause actions or decisions that would be beneficial to SATEL or the Counterparty in carrying out promotion, marketing or sales of SATEL products or exerting influence over such actions or decisions.

9. The Counterparty represents and covenants that it has not and shall not give any payment or anything of value on behalf of or in favour of SATEL without duly documenting such a fact in books and registers of the Counterparty, where the scope of the details so documented shall include the amount given, the purpose for which the amount is given and the recipient. The Counterparty shall keep the documentation that confirms giving the amount throughout the term of the Agreement (including the term extended or renewed) and for five (5) years after the term of the Agreement. The Counterparty shall provide access to such books and documentation to SATEL, at its request, for the purposes of verification, copying and inspection, and shall co-operate with SATEL on such an inspection or verification (where such a co-operation shall encompass, if requested by SATEL, interviews with owners, directors, officers and employees of the Counterparty). If SATEL determines that the amounts paid by SATEL in favour of the Counterparty were spent by the Counterparty in breach of the Anti-Corruption Laws, then in addition to other legal remedies available to SATEL, SATEL shall be entitled to demand that the amounts spent by Counterparty in breach of the law be immediately refunded. The obligation defined in the previous section shall survive the expiry or termination of the Agreement.
10. The Counterparty shall implement its own internal procedures to ensure that the Counterparty's operations comply with the Anti-Corruption Laws.
11. In accordance with provisions of the Agreement, the Counterparty shall immediately notify SATEL of any breach of the Anti-Corruption Laws and any case when a person acting on Counterparty's behalf demands giving a payment, gift or any anything of value in breach or possible breach of the Anti-Corruption Laws or this Clause or requests or suggests such giving.
12. If the Counterparty is found to engage in the conduct in breach of the Anti-Corruption Laws or this Clause, SATEL may terminate the Agreement with immediate effect upon a written notice sent to the Counterparty, where such a termination shall not affect SATEL's right to damages.
13. The Counterparty represents that neither the Counterparty nor any of their persons referred to in the first sentence of section 8 have been or currently are subject to:
 - 13.1. conviction of offences against economic trade, trading in money and securities, bribery and paid protection, against protection of information, authenticity of documents, against property and against the environment – as listed in detail in provisions on the liability of collective entities for acts prohibited under penalty;
 - 13.2. the liability of a collective entity under provisions on the liability of collective entities for acts prohibited under penalty,
 - 13.3. being listed by any governmental authority as an entity excluded, suspended, proposed to be excluded or suspended or otherwise excluded from participation in programmes of deliveries to the government or in other governmental projects,
 - 13.4. any other international trade sanctions or embargoes (including those implemented under a resolution passed by the Security Council in accordance with Chapter VII of the UN Charter or introduced by the European Union),
 - 13.5. being listed as an entity monitored for the purposes of enforcing international trade sanctions (including on a consolidated list of persons, groups and entities subject to EU financial sanctions).
14. If any of the conditions described in section 13 is no longer met, the Counterparty shall immediately notify SATEL of that fact in writing, and, in such a case, SATEL may terminate the Agreement without notice.
15. A Counterparty who is a self-employed natural person agrees to SATEL's processing of such person's data about convictions referred to in section 13 for the purposes of conclusion and performance of the Agreement; A Counterparty who is not a self-employed natural person represents that they have obtained a written consent from the persons referred to in provisions on the liability of collective entities for acts prohibited under penalty to SATEL's processing and sharing of such person's data about convictions and to SATEL's processing of such data for the purposes of conclusion and performance of the Agreement.
16. The Counterparty acknowledges that SATEL has concluded the Agreement with the Counterparty in reliance on the Counterparty's representations made in this Clause.