

# **PGNiG Group anti-corruption and fraud prevention policy**

Internal normative act implemented by Order No. 35/2021 of the President of the  
Management Board of PGNiG S.A. of June 10, 2021.

One of the overriding principles of the entire PGNiG Group is to act in an honest and ethical manner. PGNiG S.A. and the PGNiG Group entities have a reputation for integrity both in their management practices and in their relations with contractors and customers, and it is important to maintain this reputation.

The PGNiG Group therefore completely rejects corruption in any form in its business. It is the objective of all companies in the PGNiG Group to completely eliminate any corrupt events that may take place in the PGNiG Group.

It is of paramount importance that the PGNiG Group as a whole, as well as each person employed by the PGNiG Group and the entities cooperating with the PGNiG Group, take measures to prevent and combat any manifestations of behaviour which may constitute fraud, including in particular corruption. The PGNiG Group companies require their employees to observe the principles set out in the *PGNiG Group code of ethics* and to be honest and upstanding in all their actions, including business transactions and in their relationships with any persons or organisations. This *PGNiG Group anti-corruption and fraud prevention policy* (hereinafter the **Policy**) supplements the provisions of the *PGNiG Group code of ethics* with control mechanisms designed to prevent events that constitute corruption or abuse.

The PGNiG Group does not tolerate fraud, understood as acts which are in violation of the criminal laws which apply to employees as natural persons, laws on the liability of collective entities for offences punishable by criminal law, and laws on acts of unfair competition, whether committed to the detriment of the Company or the entire PGNiG Group, or to the detriment of our business partners or overall economic turnover.

Among such frauds, the PGNiG Group pays particular attention to corruption, understood both as bribery and venality in relations with person performing a public function and bribery in relations with business partners. In 1999, the Organisation for Economic Co-operation and Development (OECD) adopted the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, which states that bribery in business transactions raises serious moral and political questions, undermines good governance and economic development, and distorts the conditions of international competition. All OECD member countries (including Poland) have adopted legislation making bribery of public officials, including foreign officials, a criminal offence. Other international organisations have adopted similar conventions, including the United Nations Convention against Corruption and the Criminal Law Convention on Corruption adopted by the Council of Europe.

In addition to the generally applicable laws, the PGNiG Group also endeavours to comply with the international standards contained in the ISO 37001 anti-bribery standard and the *Standards recommended for the compliance management system on counteracting corruption and the whistleblower protection system in companies listed on markets organized by the Warsaw Stock Exchange S.A.* This Policy provides for an unconditional obligation to comply with the applicable provisions of criminal law - including anti-corruption laws - in the course of our business, taking into account the supranational regulations referred to above and regulations introduced in all countries where the PGNiG Group operates, including (where applicable) the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.

As regards abuses other than corruption, the PGNiG Group pays particular attention to preventing economic abuses such as fraud and interference with public tenders, as well as

any practices that distort fair competition, which also significantly damage the respective reputations of companies and which may lead to losses.

Every Employee, regardless of his or her position, has a duty to act in accordance with local, national, and international law.

The purpose of this Policy is to set out a framework for the functioning of the anti-corruption and anti-fraud system. Each company should adapt its activities to the requirements of the Policy, in particular by regulating the ways in which the general principles set out herein are implemented.

In the context of anti-corruption policy, it should be pointed out that exchanging gifts, providing promotional items, or offering invitations to various events may facilitate the building of business relationships; however, some such financial benefits may have far-reaching undesirable effects (or create the appearance of such), including being considered bribes, which are not only illegal but also damage a company's reputation.

Therefore, this Policy also includes guidelines on giving and accepting gifts, presents, or invitations to entertainment events, while supplementing the relevant provisions of the *PGNiG Group code of ethics*. This Policy is also intended to deepen the knowledge of PGNiG Group employees in this area. The intention is that all gifts which are registrable under the provisions of this Policy be reported to the Register of Benefits maintained by each company.

It should be noted that fraudulent and corrupt behaviour may give rise to criminal liability, both for the company itself and for persons engaged in such practices, and that offences of this nature are punishable by imprisonment, a custodial sentence, or a fine. If a company is found to have engaged in certain types of fraud, including corruption, the company could face fines, restrictions on its business operations, and risk to its reputation. Conducting business in compliance with the applicable laws and regulations is among PGNiG's top priorities.

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## § 1 DEFINITIONS

The terms used in this Policy shall have the meanings assigned to them below. Terms defined in the singular also be used in the plural and vice versa, depending on the context:

- public official**
- (i) president,
  - (ii) member of parliament, senator, local councillor,
  - (iii) member of the European Parliament,
  - (iv) a judge, lay judge, public prosecutor, officer of a financial authority responsible for conducting preliminary proceedings or an authority superior to a financial authority responsible for conducting preliminary proceedings, notary, bailiff, probation officer, court-appointed receiver, supervisor, or administrator, or a person adjudicating in disciplinary bodies acting under the provisions of law,
  - (v) a person who is an employee of the national government administration, another state or local government body, unless such person only acts in a service capacity, as well as any other person to the extent to which such person is entitled to issue administrative decisions,
  - (vi) a person who is an employee of a state supervisory body or a local government supervisory body, unless such person only acts in a service capacity,
  - (vii) a person who holds a leading position in another state institution,
  - (viii) an officer of an authority appointed to protect public security or a Prison Service officer,
  - (ix) a person on active military service,
  - (x) an employee of an international criminal tribunal, except such person only acts in a service capacity;
- PGNiG Group** means jointly PGNiG S.A. and all other entities belonging to the PGNiG Group within the meaning of the Act on competition and consumer protection;

<b>private financial gain</b>	means a material benefit, i.e., any consideration whose value may be expressed in monetary terms. A private financial gain may be a benefit both for oneself and for a third party. In other words, a private financial gain may be an increase in property assets or a decrease in liabilities. A private financial gain enables the satisfaction of needs of a material nature;
<b>private personal gain</b>	means a non-material benefit that improves the situation of the person who receives it (e.g., the promise of a promotion, obtaining a job, being decorated with a medal, obtaining job training, creating a favourable image in the media, addressing a matter more quickly, or sexual contact). A private personal gain may be a benefit both for oneself and for a third party;
<b>person performing a public function</b>	means a public official, member of a local government body, person employed in an organizational unit disposing of public funds, unless such person acts only in a service capacity, as well as another person whose powers and duties in the field of public activity are defined or recognized by a law or a binding international agreement;
<b>business partner</b>	means a natural or legal person or any other entity with which a company of the PGNiG Group has or intends to establish a business relationship, including a contractor or client;
<b>employee</b>	means an individual employed by the PGNiG Group under an employment contract or who performs work for the PGNiG Group under a contract of mandate or another civil law contract, including members of management boards of the PGNiG Group companies;
<b>gift</b>	means anything that has value, e.g., a loan, better-than-standard purchase terms for a product or service, a discount of any kind, the provision of a service free of charge, relief from debt or interest, the use of another person's vehicles, the use of leisure facilities, shares and other securities, participation in an issue of shares, other securities, or other equity, tickets, passes, or invitations to an entertainment event, gift certificates, invitations to breakfast, lunch, dinner or coffee, a bottle of wine or other alcoholic beverage, baskets of sweets or fruit, promotional items, flowers, jewellery. Any gift may be considered to constitute a bribe;
<b>company</b>	means an entity which is a party to the Agreement on cooperation between PGNiG S.A. and the companies in the PGNiG Group dated April 28, 2014, or an entity with which

an agreement on the application of this Policy has been signed.

## § 2 SCOPE OF THE POLICY

1. This Policy applies to and is binding upon all employees of PGNiG Group companies.
2. Since PGNiG S.A. is a company in which the State Treasury holds a majority share, employees of PGNiG Group companies (with the exception of employees who act only in a service capacity, such as persons responsible for cleaning PGNiG Group facilities) may be deemed as persons performing a public function.

## § 3 EMPLOYEE OBLIGATIONS

In order to implement the Policy, employees are required to prevent corruption and fraud, in particular through the following actions:

- a) Employees shall not, in connection with the performance of their duties, accept a private financial or personal gain or the promise thereof (including for conduct constituting an infringement of the law), nor shall they make the performance of any official act conditional on the receipt of a private financial or personal gain.

Otherwise, such action may give rise to criminal liability for the offence of **venality**.

This provision shall apply subject to the provisions of § 5.

- b) Employees shall not give any private financial or personal gain to any person performing a public function in connection with the performance of that function. Employees also shall not take action to induce a person performing a public function to violate the law and shall not give or promise to give such a person a private financial or personal gain in return for violating the law.

Otherwise, such action may give rise to criminal liability for the offence of **bribery**.

This provision shall apply subject to the provisions of § 5.

- c) Employees who claim to have influence or an important position in a PGNiG Group company, or who induce another person to believe or confirm the belief that such influence or important position exists, shall not undertake to act as an intermediary in addressing any matter in return for a private financial or personal gain or the promise thereof.

Otherwise, such action may give rise to criminal liability for the offence of **influence trading (paid passive patronage)**.

- d) Employees shall not give or promise to give a private material or personal gain in exchange for intermediation in addressing a matter before a state or local government institution, international or domestic organisation, or foreign organisational unit disposing of public funds, including a company in which the State Treasury holds a (direct or indirect) share, consisting of the unlawful exertion of influence on a decision, action, or omission of a person performing a public function, in connection with the performance of such function.

Otherwise, such action may give rise to criminal liability for the offence of **paid active patronage**.

- e) Employees shall not demand or accept any private financial or personal gain, or the promise thereof in return for an abuse of their powers or the non-performance of an obligation incumbent upon them which may cause a financial loss to the PGNiG Group company where they are employed or which constitutes an act of unfair competition or an unacceptable preferential action in favour of the buyer or recipient of goods, services, or benefits.

Otherwise, such action may give rise to criminal liability for the offence of **managerial bribery**.

- f) Employees shall not forge or alter any documents (including, in particular, invoices) for the purpose of using such documents as authentic, nor shall they use forged or altered documents.

Otherwise, such action may give rise to criminal liability for the offence of **falsification of documents**.

- g) Employees authorised to issue documents (in particular, invoices) shall not, in such documents, certify untruths concerning circumstances of legal significance or facts likely to have a bearing on the determination of the amount of a public receivable or the refund thereof, the repayment of another receivable of a tax nature, or such invoice or invoices. Employees shall not commit fraud or use false documents.

Otherwise, such action may give rise to criminal liability for **making false statements** as well as **fraud and the use of false statements**.

- h) Employees shall not commit any acts against company property of the PGNiG Group, in particular theft, misappropriation, destruction, and damage.

Otherwise, such actions may give rise to criminal liability under the provisions on **offences against property**.

- i) Employees shall not submit forged, counterfeited, or dishonest documents or unreliable written statements concerning circumstances of material importance in obtaining financial support, a payment instrument, or a public procurement contract for a company from the PGNiG Group.

Otherwise, such action may give rise to criminal liability for the offence of **financial fraud**.

- j) Employees shall not, in order to obtain private financial gain, frustrate or obstruct a public tender and shall not enter into an agreement with another person to the detriment of the owner of the property or the person or institution for which such tender is conducted. In addition, in connection with a public tender, employees shall not disseminate information and shall not conceal or suppress important circumstances relevant to the conclusion of the contract subject to the tender and shall not enter into an agreement with another person to the detriment of the owner of the property or the person or institution for which such tender is conducted.

Otherwise, such action may give rise to criminal liability for the offence of **interfering with a public tender**.

- k) In their work, employees shall take care not to expose the company to liability for any act contrary to the law or morality if such act would threaten or prejudice the interests



of another enterprise or a client. In particular, the following acts are prohibited: a misleading indication of a company, a false or fraudulent indication of the geographical origin of goods or services, a misleading indication of goods or services, an infringement of business secrets, an inducement to dissolve or breach a contract, imitation of products, slander or unfair praise, hindering access to the market, and bribery of a public official, as well as unfair or prohibited advertising, organising a pyramid selling scheme, conducting or organising activities in a consortium system, and unreasonably extending the periods of payment for goods supplied or services rendered.

Otherwise, such actions may expose the company to liability for **infringement of laws against unfair competition**.

#### **§ 4 RESPONSIBILITIES OF PGNiG GROUP COMPANIES**

1. Companies shall be obliged to adopt this Policy and to implement mechanisms to ensure the compliance of their actions with the guidelines contained in this Policy, subject to consideration of the separated functions of PGNiG Group companies that act as storage system operators or distribution system operators and the appropriate application of this Policy by those companies.
2. Companies shall be required to adapt the controls implemented to the specifics of the respective company, taking into account the results of the risk analysis for the area of anti-corruption and fraud. The introduction and implementation of the provisions contained in this document shall take place in compliance with the limitations and separate regulations with respect to a PGNiG Group company that is a storage system operator or distribution system operator, resulting from the provisions of the Energy Law, the Company's Compliance Programme, and other legal provisions defining the principles of the independence and neutrality of a storage system operator or a distribution system operator.
3. In particular, companies are required to ensure:
  - a) Transparency in purchasing processes,
  - b) Transparency in sales process,
  - c) Transparency in handling and amending contracts,
  - d) They minimise the risk of conflicts of interest in relationships with business partners,
  - e) They prevent the creation of mechanisms for financing private financial and personal gain,
  - f) Vetting of contractors in terms of corruption and fraud risks,
  - g) Due diligence in merger and acquisition transactions,
  - h) Transparency in sponsorship and donation processes,
  - i) Inclusion of anti-corruption clauses in contracts,
  - j) Due diligence when providing information about the company to business partners,

- k) Sanctions for any act committed by an employee which may constitute an offence or a criminal offence to the detriment of the employer, in particular against the employer's property.

4. With regard to **transparency in purchasing processes:**

- a) All contracts awarded by PGNiG Group companies must be executed in compliance with the applicable laws and internal documents regulating the conduct of purchasing procedures, including the rules on conflicts of interest applicable to the company awarding the contract;
- b) PGNiG Group companies may collect declarations of interest from employees participating in a purchasing procedure, along with an obligation not to accept gifts from bidders during such purchasing procedure;
- c) Internal documents concerning purchasing procedures should take into account the following principles:
  - i. the ability to determine the sources of information on the subject matter of the contract,
  - ii. the ability to identify the persons preparing the conditions for participation in the procedure, the criteria for the evaluation of tenders, and the model contract,
  - iii. where possible, the clear definition of the tasks of the individual members of the procurement committee or the purchasing team, along with their respective responsibilities;
- d) The above principles concerning the determination of the sources of information and the identification of persons should be implemented primarily by conducting and maintaining communications by email or in written form in all procurement procedures;
- e) In procurement procedures, no action may be taken with the intention of contacting potential tenderers in violation of the rules of communication applicable to the procurement procedure, nor shall any information on the procedure be provided that is not accessible to other tenderers;
- f) During the procurement process, employees may not attend social events, accept any gifts, or undertake other activities involving persons involved in the procurement process or a business partner. Participation in and the invitation of business partners to social events is exempt from such prohibition if the event is aimed at a wider group of business partners (e.g., all or a selected group of contractors).

5. With regard to **transparency in sales processes:**

- a) All actions taken by employees shall be in accordance with their job description and in compliance with generally applicable law and the relevant internal regulations, including rules on conflicts of interest and communication during the procedure, as well as in accordance with the rules arising from the procedural documents (e.g., the terms of reference or call to tender). In particular, no action may be taken with the intention of contacting the contracting authority in violation of the rules of communication applicable to the procurement procedure, including to obtain information on the procedure that is not available to other tenderers;

- b) During such procedures, employees may not invite business partners involved in such procedures to social events or offer them any gifts. This prohibition excludes invitations to social events if the event is intended for a wider audience (e.g., all clients or a select group of clients).
6. With regard to **transparency in handling and amending contracts**:
- a) For each agreement (irrespective of its subject matter and duration), a person should be appointed as responsible for the performance of the agreement on the part of the PGNiG Group company and for monitoring the performance of the agreement by the business partner;
  - b) Companies should ensure that control mechanisms are in place to link invoices to contracts and to confirm receipt of the relevant contract performance;
  - c) Each company in the PGNiG Group should define in a uniform and transparent manner:
    - i. the procedures for amending concluded contracts where circumstances justifying such amendment arise,
    - ii. the rules of conduct for acceptance of the subject matter of the contract,
    - iii. the rules of conduct when defects in the subject of the contract are found, including the rules of conduct and decision-making in the event of circumstances allowing a contractual penalty to be pursued, taking into account the specific nature of the contract and its subject, the value of the contract, the scale of organisational expenditure in proportion to the value of the contract, and any previous relationship with a given counterparty.
7. With regard to **minimising the risk of conflicts of interest in relationships with business partners**:
- a) As far as possible, taking into account the relevant legal, organisational, logistical, and reputational considerations, ensure the turnover of employees in contact with business partners; in situations where such turnover is not possible, it is advisable to increase the supervisor's control over employees' relationships with business partners. This may be done via measures adapted to the subject matter, nature and characteristics of the business, such as: a periodic review of the register of benefits with respect to subordinate employees, a review of the conduct and frequency of meetings with business partners, the supervisor's attendance of at least certain meetings with business partners, the supervisor's review of the reasons for employees' exercise of their existing discretion in a certain way;
  - b) Such mechanisms should be in place as to exclude employees from tasks where they may have a conflict of interest; as such, it is acceptable, e.g., to require declarations on the lack of conflicts of interest or to oblige employees to declare situations of conflict of interest.
8. With regard to **preventing the creation of mechanisms for the financing of private financial and personal gain**:
- a) Companies must ensure that procedures are in place to prevent the emergence and maintenance of mechanisms for granting private financial and personal gain, in particular through the use of company assets;
  - b) Ensure that financial audits or other such checks are carried out annually in order to verify that the company does not maintain a mechanism for granting private

financial and personal gain. This verification should be carried out at least once per 3 years by an independent, specialised external auditing body.

9. With regard to vetting contractors in terms of corruption and fraud risks:
  - a) Companies are required to conduct verification of counterparties in terms of corruption and fraud risks, in particular by collecting statements from counterparties regarding their respective lack of a criminal record as a collective entity. This may be done using a standardised KYC (*know your customer*) form sent to the counterparty, or with the help of business intelligence procedures;
  - b) Companies may specify the categories of orders or counterparties to be audited. In justified cases, it is permissible to exclude from such examination, e.g., contractors participating in procedures where the contract value is relatively low in objective terms;
  - c) If, as a result of the analysis, a reasonable doubt arises as to the risk of corruption and abuse in the relationship with any entity, it is recommended that companies not enter into a business relationship with such entity (with the exception of proceedings conducted on the basis of the provisions of the law regulating public procurement and taking into account the conditions under competition law).
10. In terms of **due diligence** on M&A transactions, all PGNiG Group companies that merge with or acquire other commercial law companies or other business entities, including as part of the acquisition of a business or an organised part thereof or the acquisition of shares or other similar rights, are exposed to the risk of assuming liability for any infringement of the law by the entity subject to the transaction. This may disrupt business operations and result in civil or criminal penalties and may damage the reputation of both the PGNiG Group company in question and the entire PGNiG Group. Accordingly, it is recommended that the legal audit conducted should include transaction-specific due diligence of the possible legal risks of corruption and fraud. The appropriate provisions should also be included in the contract, in accordance with the circumstances.
11. With regard to **transparency in sponsorship and donation processes**, all sponsorship activities and donations of any kind are permitted only in accordance with the internal documents governing this area of activity and applicable at the PGNiG Group and the individual PGNiG Group companies, in particular upon approval by the Supervisory Board, if required. Internal documents relating to sponsorship should provide, in particular:
  - a) Rules for the selection of the persons or entities to which sponsorship is granted. It is recommended that companies introduce an annual plan for conducting sponsorship activities, containing in particular assumptions, objectives, a projected budget, and the expected results of the sponsorship;
  - b) Any sponsorship agreement under which the company has the right to terminate the agreement in the event of a justified suspicion that the sponsoree is violating the law, and the ability to monitor the sponsoree's expenditure by reviewing documentation;
  - c) The ability to immediately cease funding the activities of the sponsoree in the event of a justified suspicion of a legal violation within the scope of the contract, a conflict of interest, or the occurrence of corruption;

- d) Include in the contracts clauses enabling the Company to monitor the sponsoree's expenses, in particular by including in such contracts a catalogue of the expenses for which the funds received from the sponsor may be used;
  - e) Provisions providing the Company with the right to inspect documentation relating to the performance of the contract in question (right of audit);
  - f) Provisions guaranteeing the right to claim a refund for any payment related to the execution of the sponsorship agreement, in the event of a justified violation of the law by the sponsored entity;
  - g) Sponsorship activities may not involve, directly or indirectly, public officials or persons performing public functions, unless expressly permitted by separate legislation. It is recommended that the sponsorship activity be unrelated to any other business relationship between the sponsoree and the sponsoring entity.
12. With regard to **including anti-corruption clauses in contracts**, companies should prepare a model anti-corruption clause, including in particular a prohibition on transferring remuneration for services for corrupt purposes and a statement that the counterparty as a collective entity has no criminal record for corrupt activities. This model should be used in contracts with business partners. Companies may specify the categories of contracts in which the clauses will apply.
13. With regard to **due diligence when providing information about the company to business partners**, the party responsible for a given agreement at a PGNiG Group company shall be responsible for ensuring that the information provided in connection with the agreement is correct. In order to collect knowledge about a given company, companies may implement mechanisms for collecting information provided to business partners, for example in the form of signed statements or compulsory questionnaires.
14. With regard to **sanctions for any act committed by an employee which may constitute an offence or a criminal offence to the detriment of the employer, in particular against the employer's property**, PGNiG Group companies should include offences and criminal offences to the detriment of the company, in particular against company property, in the workplace regulations or agreements with employees, including those employed under other civil law agreements, as a serious breach of fundamental labour obligations, entitling the companies to terminate the employment agreement or the civil law agreement without notice or to impose disciplinary penalties. In each case, the PGNiG Group companies should investigate the incident, find out the circumstances thereof, and interview the employee. The decision to apply a penalty should be taken on a case-by-case basis, taking into account the circumstances of the incident.

## **§ 5 FRAMEWORK GUIDELINES FOR GIVING AND ACCEPTING GIFTS**

1. The payment of any private financial gain, whether directly or through intermediaries, to any third party with the knowledge that all or part of such private financial gain will be transferred directly or indirectly to a person who is responsible for taking a decision on the matter in question or who participates in any capacity in the decision-making process in respect of the matter in question, whether by virtue of his or her position or of his or her official capacity, shall be prohibited. It is also prohibited to take any other action, or to fail to take any required action, in order to influence a person who is making a decision on the matter.

2. The acceptance or payment of any private personal benefit by employees is unacceptable.
3. It is unacceptable:
  - a) to give or accept gifts that meet one or more of the following conditions:
    - i. The gift is in the form of cash or cash equivalents (e.g., gift vouchers, loans, shares, other securities, or discounts, excluding vouchers for a specific category of products not convertible into cash);
    - ii. The gift may be regarded as indecent, inappropriate, e.g., it contains erotic content or sexual overtones, or could otherwise adversely affect the good name of the PGNiG Group or any of its companies or third parties;
    - iii. The gift is not in compliance with the applicable anti-corruption laws or internal regulations applicable to the other party (known to the giver), including codes of ethics or codes of good practice;
    - iv. The gift is given on a 'quid pro quo' basis, e.g., in connection with an agreement that, in exchange for the gift, the recipient undertakes to do or refrains from doing something;
    - v. The giving of the gift may result in a conflict of interest;
    - vi. Giving or accepting the gift is dependent on the value or volume of sales or other parameters related to the level of cooperation, services;
    - vii. The gift is given in advance of the establishment of a business relationship, regardless of whether it is actually an attempt to establish a business relationship or represents an element of business negotiations. The exclusion referred to in the preceding sentence does not apply to gifts whose sole purpose is to present the core business of counterparties, though particular caution is also advised in this case.
  - b) giving gifts to public officials other than small promotional items with a value of up to PLN 200 gross;
  - c) providing any gifts to public officials where there is a potential conflict of interest, particularly where the public official concerned makes decisions with respect to a PGNiG Group company;
  - d) the provision to public officials (including any foreign officials) of so-called 'facilitation payments', i.e., payments to accelerate the performance of the agreed duties of a non-discretionary nature intended to influence an action taken by such an official without affecting the result of that action, including where such payments are permitted under local regulations;
  - e) giving gifts to the following categories of persons:
    - i. to external auditors (in particular statutory auditors),
    - ii. occupational health physicians,
    - iii. persons performing work for commodity exchanges, securities exchanges, and clearing houses,
    - iv. members of the supervisory boards of the company concerned;
  - f) employees requesting, accepting, offering, or giving gifts or hospitality which have the purpose or the potential to:
    - i. cause inappropriate behaviour, including behaviour that does not comply with the law or internal documents in force, or

- ii. provide compensation therefor, in connection with the present or anticipated future business of the PGNiG Group, including where such gifts or hospitality would be intended to influence the judgement or integrity of the recipient.

This prohibition shall also apply to any such conduct via third parties, including family members, and other persons close to them.

4. Accepting or giving a gift is permitted provided that it is determined to be appropriate in the particular case and in accordance with applicable ethics and business principles. Such assessment shall be carried out independently by the staff member concerned, taking into account his or her professional experience.
5. Gifts of more than PLN 50 gross given or accepted by employees should be reported to the Register of Benefits maintained by each company, in accordance with the detailed guidelines contained in the *Anti-corruption and gifts procedure* applicable to each PGNiG Group company. Gifts of a value exceeding PLN 200 gross should additionally be approved by the superior of the employee who is giving or receiving the gift. It is permissible to waive the obligation for members of the Management Board to obtain such approvals.
6. The guidelines in this paragraph shall apply to gifts given or received by employees. With the exception of paragraphs 7 and 8, the obligations set out in § 5 shall not apply to gifts given within a single company, gifts given to a wide audience where the circumstances make it difficult to identify individual natural persons (for example at mass events), or to catering services. In addition, § 5 (5) shall not apply to gifts constituting a catering service unrelated to the Company's commercial activities, including, in particular, unrelated to a completed, ongoing, or future process which has or may have as its object the conclusion of an agreement concerning, inter alia, a purchase, sale, employment, provision of services (including rental or lease), sponsorship, or donation.
7. Within the same Company, it is forbidden to give or accept gifts when there is a glaring conflict of interest consisting of the possibility of influencing the required impartiality of another employee in the respective circumstances, in particular for:
  - a) Members of anti-bullying and anti-discrimination committees,
  - b) Members of committees, panels or other bodies tasked with verifying irregularities concerning a member of staff or his or her immediate family,
  - c) Employees holding a trade union position providing support, e.g., in employee elections,
  - d) Selection boards or other bodies responsible for competitions open to employees.In particular, gifts given between employees on an occasional basis, e.g., for teambuilding or integration purposes, are excluded from this prohibition.
8. As regards the registration of gifts given within a company and financed from the company's budget, each organisational unit must keep an internal register of expenditures for such gifts, including information on who received them, which may be verified on an ad hoc basis by the company's anti-corruption department.

## § 6 ONGOING AND PERIODIC REPORTING

1. If an employee receives a corrupt offer from any person, he or she should expressly reject the offer and immediately - no later than on the working day following the day on which the incident occurred - report the fact to his or her immediate superior and to the legal services of the PGNiG Group company in question.
2. Companies should put in place procedures to deal with such notifications, including whistleblower protection provisions. If an incident involving fraud or corruption is confirmed by an internal investigation, the companies should promptly notify the PGNiG Group Ethics Officer at PGNiG S.A. by sending an e-mail to [etyka@pgnig.pl](mailto:etyka@pgnig.pl), providing the details of the incident. In the case of second-tier subsidiaries, this information should be provided via a direct subsidiary of PGNiG S.A. Fraud which is an offence against property with damage of less than PLN 5,000 is excluded from such obligation.
3. By June 30 and December 31 of each year, members of the management boards and proxies of PGNiG S.A.'s subsidiaries shall submit a statement on the absence of any incidents of corruption within the respective company by sending a signed and scanned statement to [rejestr.korzysci@pgnig.pl](mailto:rejestr.korzysci@pgnig.pl). This is without prejudice to the obligation to report such incidents immediately to the competent persons. A specimen declaration is specified in the *Anti-corruption and gift procedure* applicable to the respective PGNiG Group company.
4. Companies may collect similar statements from their employees for their own purposes.

## § 7 APPLICATION OUTSIDE POLAND

1. With regard to events taking place outside the territory of the Republic of Poland, including at branches or representative offices, as well as PGNiG Group companies registered abroad, the application of this Policy should in each case take into account the applicable provisions of the relevant foreign law and the applicable supranational regulations.
2. For gifts accepted abroad, the PLN 50 and PLN 200 gross thresholds set out in this Policy may be applied *mutatis mutandis*, taking into account the local purchasing power in a given location, as published, for example, by the OECD (Organisation for the Economic Cooperation and Development) or the World Bank. For foreign companies with their registered offices abroad, the relevant amount thresholds in the applicable currency are determined by the *Anti-corruption and gift procedure* applicable to the respective PGNiG Group company.

## § 8 FINAL PROVISIONS

1. Companies are required to periodically train their employees on anti-corruption and fraud prevention, in particular with regard to their obligations regarding the giving and receiving of gifts. This training may take the form of e-learning.
2. Failure to comply with the Policy may result in an employee being held liable for disciplinary action.
3. Companies are required to publish this Policy on their websites.



4. Whenever the separate internal regulations of a Company refer to the *Anti-corruption and gift policy*, it should be understood to mean this Policy together with the *Anti-corruption and gift procedure* applicable to a given company of the PGNiG Group.