

**PRINCIPLES OF COOPERATION WITH CONTRACTORS  
VINCI CONSTRUCTION GROUP COMPANIES IN POLAND**

**Article I General Provisions**

1. On the basis of these Rules of Cooperation, "Vinci" shall be understood as the following entities belonging to the Vinci Construction group in Poland:
  - a. VINCI CONSTRUCTION Polska sp. z o.o.,
  - b. VINCI CONSTRUCTION Support Services sp. z o.o.,
  - c. Eurovia Polska S.A.,
  - d. Eurovia Basalts S.A.,
  - e. Eurovia Aggregates S.A.,
  - f. Warbud S.A.,
  - g. Warbud Beton sp. z o.o.,
  - h. Mines of Mineral Resources "KOSMIN" sp. z o.o.,
  - i. "MINPRO" sp. z o.o.,
  - j. Podlaskie Asfalty Sp. z o.o.,
  - k. Wrocławskie Asfalty Sp. z o.o.,
  - l. Kujawskie Asfalty Sp. z o.o.,
  - m. SKE Support Services GmbH, Warbud S.A. Project sp. j.,
  - n. Warbud S.A., SKE Support Services GmbH Matoc sp. j.,
  - o. Vinci Environnement Polska sp. z o.o. z o.o.
2. "Contract" shall be understood as all types of contracts, regardless of the title of the document or lack thereof, including, m.in, construction contracts, subcontracting agreements, supply agreements, sales contracts, service contracts, works orders, service orders, purchase/delivery orders.
3. "Contractor" shall be understood as an entity with which Vinci has concluded an Agreement and to which these Rules of Cooperation are Appendixed.
4. The **"Subject of the Agreement"** shall be understood as all services which the Contractor is obliged to perform for Vinci under the Agreement.
5. "Official" means a person who meets at least one of the following criteria: (1) performs a legislative, administrative, or judicial function, whether appointed or elected, (2) acts on or on behalf of a political party or is a political candidate, (3) is employed, engaged, or otherwise performs a public function for (a) a country or state agency, or (b) a state-owned enterprise in the country; or (4) is an official or representative of a public international organization.
6. Vinci and the Counterparty shall hereinafter also be referred to collectively as **the "Parties"** or separately as **the "Party"**.
7. It is assumed that the Contractor, by concluding the Agreement with Vinci, has accepted the Rules of Cooperation without any changes.
8. These Terms of Cooperation set out the obligations of the Parties other than those indicated in the Agreement, with the proviso that the provisions of the Agreement containing separate, detailed arrangements shall take precedence over the provisions of these Terms of Cooperation.
9. Orally agreed deviations, additions and/or exclusions from these Rules of Cooperation require written confirmation in the form of separate provisions in the Agreement for their validity, otherwise they will be null and void.

**Article II Conditions of settlement and payment**

1. The Contractor declares that the bank account number specified in the Agreement, to which Vinci is to pay the remuneration due to the Contractor, is included in the list referred to in Article 96b of the Act of 11 March 2004 on the tax on goods and services, kept by the Head of the National

Tax Administration. In the event that another bank account of the Contractor is disclosed in the above-mentioned list, Vinci will pay the VAT invoice to the bank account disclosed in the above-mentioned list, and in the absence of the Contractor in the above-mentioned list, Vinci will be entitled to withhold the payment of the remuneration resulting from the VAT invoice without the necessity and without the obligation to pay interest for late payment to the Contractor.

2. The Contractor may not transfer the rights or obligations under the Agreement, in particular the receivables due to the Counterparty from Vinci, under any title whatsoever, without the prior, express and written consent of Vinci. Performance of the above-mentioned activities by the Contractor without the prior, express and written consent of Vinci is ineffective against Vinci and does not release the Contractor from the obligations imposed on it by the Agreement. The above does not limit the rights of the Contractor resulting from mandatory regulations in this respect.
3. The Contractor declares that it does not settle accounts with an entity having its place of residence, registered office or management board in the territory or in a country applying harmful tax competition or a foreign permanent establishment located in the territory or country applying harmful tax competition, as referred to in Article 11o(1) of the Corporate Income Tax Act of 15 February 1992.

**Article III Contractor's Representations and Commitments**

1. The contractor declares that it is not in arrears with the payment of taxes, fees, social security contributions, health insurance contributions, other burdens or public levies, or that it has obtained a legal exemption, deferral, payment in instalments or suspension of the execution of the decision of the tax authority or other competent authority in its entirety.
2. The Contractor declares that it has and will have at all times the necessary expertise, permits and all other necessary means to perform the Subject of the Agreement.
3. The Contractor declares that it has not offered and will not offer, pay and will not pay, promise and promise to pay any amount of money or transfer any item of value to any public authority or to any Official or any other person, knowing or being aware of the probability that any such amount of money or value may be offered, paid, transferred or promised, directly or indirectly, for the purpose of:
  - a. influence or induce any Official to influence any action or decision of any Official or induce that Official to influence any action or decision, or
  - b. influence or induce any other person to influence or influence the actions or decisions of any contractor, customer, employer or other third party, or
  - c. assist Vinci or a Contractor in obtaining or maintaining an order or directing an order to Vinci or a Contractor, or
  - d. otherwise obtain any other unauthorised advantage, or
  - e. political support, or
  - f. receive a commission or referral fee or obtain similar payment to any third party in respect of a mandate or provision of services.
4. The Counterparty also agrees not to allow the Officer to act as its lender or financial partner without first notifying Vinci in writing of such potential relationship.

5. The Contractor warrants, represents and undertakes to Vinci that:
  - a. all information provided by the Contractor is true, reliable and complete, and has been obtained by the Contractor for Vinci in accordance with the law and in an ethical manner,
  - b. is fully qualified to provide Vinci assistance in accordance with the law and has obtained all permits and registrations required by law to perform the Subject of the Agreement,
  - c. none of its employees, officers or directors is an Official;
  - d. no Official has, does not have or will have, directly or indirectly, any legal or factual interest and has not expected, expects or will expect any other benefit (in particular from the works, services or supply of goods, as well as from the payment made by Vinci to the Contractor) in connection with the cooperation with the Contractor,
  - e. will strictly comply with the applicable laws prohibiting any corrupt practices, including: undertaking or making a promise to provide a financial or personal benefit to a person performing a public function in connection with the performance of this function, public officials and private persons, paid protection or money laundering, in accordance with the applicable regulations,
  - f. He has not and will not use forced labour in his activities and will not engage in human trafficking. The above obligation also applies to subcontractors and employment agencies whose assistance is used by the Contractor,
  - g. knows, complies with, and will comply with all applicable laws, including national and European anti-bribery legislation and the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.
6. The Contractor submits the above statements under pain of full liability for damages towards Vinci.
7. In the event that subsequent events cause any of the above statements to be untrue, the Contractor undertakes to immediately inform Vinci of this circumstance.
8. In the event that Vinci notifies a Counterparty of a reasonable suspicion that it has breached any provision of this Article:
  - a. Vinci is entitled to suspend the performance of the Agreement with immediate effect for the period necessary to clarify all the circumstances of the case. In such a case, Vinci will not be liable for any losses or costs incurred by the Contractor in this respect, to which the Contractor irrevocably agrees;
  - b. The counterparty shall take all reasonable steps to prevent the loss or damage of any documented evidence in relation to the matter under investigation.
9. If it is found that the Contractor has breached one of the provisions of this Article, Vinci shall be entitled to withdraw from the Agreement immediately and the Contractor shall not be entitled to any claims in this respect.

#### **Art. IV Compliance**

1. The Contractor undertakes to perform the Subject of the Agreement with respect for the principles of ethics, anti-corruption conduct, human rights and health and safety rules, and in particular the Contractor undertakes to apply all rules and provisions resulting from the following policies:
  - a. Vinci Code of Ethics and Conduct <https://www.vinci.com/publi/manifeste/eth-2017-12-pl.pdf>
  - b. Code of Anti-Corruption <https://www.vinci.com/publi/manifeste/cor-2017-12-pl.pdf>

- c. Human Rights – The Vinci Handbook [https://www.vinci.com/publi/manifeste/vinci-guide\\_on\\_human\\_rights-pl.pdf](https://www.vinci.com/publi/manifeste/vinci-guide_on_human_rights-pl.pdf)
  - d. Basic and Essential Occupational Health and Safety Activities <https://www.vinci.com/publi/manifeste/sst-2017-06-pl.pdf>
  - e. Subcontractor Relations Charter <https://www.vinci.com/publi/manifeste/cst-pl.pdf>
2. The Contractor declares that it has read the above-mentioned policies in force at Vinci and undertakes to comply with them, in the current wording, in its business dealings with Vinci. Vinci reserves the right to immediately withdraw from the Agreement in the event of a breach of the terms and conditions resulting from the above-mentioned policies.
3. The Counterparty undertakes to take any action or action to mitigate the risk of money laundering and terrorist financing and to properly manage the identified risk of money laundering or terrorist financing. Vinci is entitled to require the Contractor to submit relevant statements and submit the necessary documents - to the extent specified by mandatory provisions of law.
4. The Contractor declares that it is not subject to entry on the list referred to in Article 2(1) of the Act of 13 April 2022 on Special Solutions for Counteracting Support for the Aggression against Ukraine and for the Protection of National Security and the list specified in Regulation 765/2006 or Regulation 269/2014, or that it is not aware that it is subject to proceedings for inclusion on the above-mentioned list and, that it is not subject to inclusion on any other sanctions list (established by the EU, the UN or other international or foreign entities). The statement applies to all beneficial owners, members of the Contractor's management and supervisory bodies. This statement is made by the Contractor under pain of full liability for damages towards Vinci.

#### **Article V Environment**

1. The Contractor undertakes to obtain all environmental decisions required by law, if they are necessary for the performance of the Subject of the Contract and to store and make available at the request of Vinci related documents.
2. The Contractor undertakes to document the management of waste in a manner consistent with the Waste Act of 14 December 2012 – in the event of waste generation during the performance of the Subject of the Agreement. The Contractor is obliged to use the demolition materials at the place of production in the first place, and if this is impossible or unjustified for technological, ecological or economic reasons, the Contractor is obliged to hand them over for processing or disposal to an authorized entity. The Contractor is obliged to document to Vinci the method of waste management, which is a condition for making all the acceptances indicated in the Agreement.
3. Within the deadlines enabling the proper performance of the Agreement, the Contractor will obtain all required permits, approvals and approvals in the field of environmental protection, meet the requirements contained in the permits, approvals and approvals held, obtain licenses and other required documents, in particular regarding pollutant emissions, water resources management and waste management, as well as protection against noise and vibration and protection against radiation.
4. Vinci reserves the right to inspect the Contractor in the field of waste management during the performance of the Agreement.
5. The Contractor undertakes to comply with all recommendations related to environmental protection at the site of the construction site, plant or mining facility owned by

Vinci and during the work performed for Vinci, in accordance with applicable environmental laws.

6. Waste management, in particular at the site of the Vinci construction site, plant or mining plant, is carried out in accordance with the rules set out in the law and in a manner that minimizes the negative impact on the environment as much as possible. This is done by:
  - a. prevention and minimization of waste,
  - b. separate collection of waste at the place of generation,
  - c. use and recycling of waste.
7. Any waste generated in the course of the work must be deposited at a location agreed with a Vinci representative. Waste collection must be carried out separately.
8. The equipment used to perform the Subject of the Contract must be in proper technical condition, which will allow to minimize the impact of the activities performed on the environment, in particular through the lack of leaks, no excessive emission of pollutants into the atmosphere, no excessive consumption of utilities and fuels.
9. In the event of a negative impact on the environment caused by the Contractor's actions, the Contractor undertakes to immediately remedy the damage resulting from the above-mentioned activities and cover all costs related thereto.

#### **Article VI Personal data**

1. The Parties declare that with regard to the processing of personal data collected in connection with the Subject of the Agreement, they act in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "Regulation") and any other European and local regulations on the processing of personal data, applicable in this case and that you process the data you have at your own risk.
2. The Parties declare that each of them acts as an Administrator in relation to the personal data obtained from the other Party in connection with the performance of this Agreement.
3. Each Party confirms that it has fulfilled all requirements and, if necessary, obtained the appropriate consents necessary to provide the personal data of the data subjects.
4. Each Party undertakes, on behalf of the other Party, to perform the information obligation towards the persons referred to in paragraph 2, whose data it has made available, at the same time indicating to these persons itself as the source of personal data at the disposal of the other Party.
5. The personal data of the other Party may be transferred to entities processing personal data on behalf of the Party, m.in. operating IT systems used for the purposes of the performance of the Agreement, providing accounting, postal, archiving and legal services, entities authorized under the law, including tax administration authorities.
6. The Parties undertake to implement appropriate technical and organizational measures to ensure the protection of the personal data processed. The level of protection of personal data of entities should be appropriate in relation to the degree of risk to the rights and freedoms of natural persons in the event of their unauthorized disclosure, interception, processing, alteration, loss or destruction.
7. In the event of withdrawal from the Agreement by either Party, the provisions of this Article shall remain in full force and effect.

#### **Article VII Confidentiality**

1. The Parties to the Agreement undertake during the term of the Agreement and after its termination or expiration, as well as in the event of withdrawal from the Agreement by either

Party, to maintain confidentiality as to the information they have become aware of in connection with the performance of the Agreement and all technical, technological, economic, financial, commercial, legal and organizational information concerning the other Party, regardless of the form of transmission of such information and its source, unless otherwise provided for by mandatory regulations or the above-mentioned information is not generally known.

2. All documents, plans, data and other information and their carriers provided to the Contractor by Vinci in connection with the performance of the Agreement shall remain the property of Vinci and upon expiry or termination of the Agreement, the Contractor shall be obliged to return them.
3. The Contractor is responsible for taking and ensuring all necessary measures to ensure compliance with the above-mentioned confidentiality clause by its employees and third parties when the Contractor has used them in the performance of the Agreement.

#### **Article VIII Insurance and liability**

1. The Contractor shall be solely liable for any damage arising in connection with the performance of the Agreement, both to the property of Vinci and third parties, to the extent resulting from the mandatory provisions of law and the provisions of the Agreement.
2. The above-mentioned liability of the Contractor also applies to material damages, personal damage and property damage to Vinci employees, third parties and other persons involved in the performance of the Agreement, which occurred in connection with the services provided (or omitted) by the Contractor included in the Subject of the Agreement.
3. The Contractor shall be fully and exclusively liable for damages caused by third parties to whom it has commissioned the performance of the Subject of the Contract or part thereof.
4. The contractor is obliged to immediately, but not later than within 2 working days of becoming aware of the damage, take action to liquidate the damage. The Contractor shall promptly notify Vinci of the actions taken (in writing or by e-mail). If the Contractor fails to take appropriate action within the aforementioned period, Vinci shall be entitled to settle the claims for damages on behalf of the Contractor and to deduct them in full from the Contractor's remuneration due under the Agreement or from the performance bond of the Agreement.
5. The contractor is obliged to hold or conclude at its own expense a civil liability insurance contract for business and property. In the absence of insurance, the Contractor bears full responsibility in relation to Vinci and third parties.
6. The Contractor must be continuously insured throughout the term of the Agreement, i.e. at least from the conclusion of the Agreement until the date of fulfilment of the Contractor's obligations specified in the Agreement or at least until the date of final acceptance of the Subject of the Contract by Vinci from the Contractor (whichever is later). The guarantee sum of the third party liability insurance may not be lower than the value of the Contractor's gross remuneration indicated in the Agreement.
7. In the event of withdrawal from the Agreement by either Party, the provisions of this Article with respect to the Contractor's liability for damages shall remain in force.

#### **Article IX Foreigners, temporary workers, juvenile workers**

1. Vinci informs the Contractor that in the case of entrusting the performance of the Agreement to foreigners within the meaning of the Act on the Effects of Entrusting Work to Foreigners Staying in the Territory of the Republic of Poland of 15 June 2012, without valid documents entitling them to stay in the territory of the Republic of Poland, the Contractor

bears civil and criminal liability referred to in the above-mentioned Act, in particular the responsibility for the payment of remuneration to foreigners and for incurring the costs of their expulsion, under the conditions specified in detail in the above-mentioned Act.

2. The Parties agree that the information contained in the Agreement fulfils the due diligence requirements referred to in Article 6(2) and Article 7(2) of the Act of 15 June 2012 on the Consequences of Entrusting Work to Foreigners Residing in the Territory of the Republic of Poland in Violation of the Regulations.
3. The Contractor is not entitled to use, in the performance of the Agreement, temporary workers within the meaning of the Act of 9 July 2003 on the Employment of Temporary Workers; as well as juvenile workers.

#### **Article X Health and Safety**

1. The Contractor shall organize and perform the works carried out under the Subject of the Agreement in a manner that ensures safe and hygienic working conditions, including the provision of the necessary means and materials for the safe performance of the entrusted tasks.
2. The obligations specified for the Contractor also apply to all persons employed by the Contractor to perform the Agreement, including further subcontractors, service providers, suppliers performing work for the Contractor, on the basis of an employment relationship or a civil law contract (hereinafter referred to as "**employees**").
3. The Contractor is obliged to cooperate with Vinci in the field of occupational health and safety in the process of performance of the Agreement, in particular:
  - a. employ to perform the Subject of the Agreement only persons with appropriate professional qualifications required by law, valid medical examinations and training in the field of health and safety and fire protection,
  - b. ensure that employees are prepared for the performance of the Agreement in accordance with the requirements of the law, confirmed by relevant, up-to-date documents,
  - c. provide machinery, equipment and equipment necessary for the performance of the Agreement, meeting the requirements of safety regulations and standards,
  - d. immediately report to Vinci incidents, accidents, near misses and threats to health and life occurring during the performance of the Agreement on the premises of Vinci facilities, and in the event of an accident, conduct post-accident proceedings,
  - e. provide work and protective clothing, work footwear and the necessary personal protective equipment (PPE) as determined on the basis of a proper occupational risk assessment;
  - f. enforce compliance with occupational health and safety regulations and rules from employees and timely implementation of recommendations from OHS and fire protection inspections and inspections,
  - g. comply with all OHS and fire protection rules and regulations in force on the premises of individual Vinci units and on the premises of the implemented investments.
4. Vinci is entitled to:
  - a. issuing recommendations to remove deficiencies and irregularities in the field of occupational health and safety and to control their performance, as well as to demand temporary or permanent removal from the performance of the Agreement of the Contractor's

employees who grossly violate their obligations in the field of occupational health and safety,

- b. issuing instructions for the implementation of activities ensuring compliance with occupational health and safety regulations and rules, in connection with the coordination of the implementation of the Agreement,
  - c. suspend the performance of the Agreement in the event of a threat to health and life. In such a case, Vinci will not be liable for any losses or costs incurred by the Contractor in this respect. The above-mentioned losses or costs will also not constitute a basis for justifying any delays, to which the Contractor irrevocably agrees,
  - d. equipping employees and persons performing work for the Contractor with personal protective equipment in a situation where the Contractor fails to comply with this obligation, as well as to ensure adequate protection of the work.
5. Vinci reserves the right to specify additional requirements for occupational safety and health protection in situations where specific hazards are anticipated that require separate preventive measures.

#### **Article XI Severability clause**

1. If any provision of the Agreement is found to be unenforceable or unenforceable for any reason, all other provisions shall remain in full force and effect. A provision that has been found to be unenforceable or ineffective may be replaced, agreed in writing, by another provision corresponding to the meaning and economic purpose of the provision being replaced.