

TERMS OF COOPERATION WITH CONTRACTORS VINCI CONSTRUCTION GROUP COMPANIES IN POLAND

Article I General provisions

1. On the basis of these Terms of Cooperation, "Vinci" shall be understood in particular as the following entities belonging to the Vinci Construction group in Poland: VINCI CONSTRUCTION Polska sp. z o.o., VINCI CONSTRUCTION Usługi Wsparcia sp. z o.o., Eurovia Polska S.A., Eurovia Bazalty S.A., Eurovia Kruszywa S.A., Warbud S.A., Warbud Beton sp. z o.o., Kopalnie Surowców Mineralnych "KOSMIN" sp. z o.o., "MINPRO" sp. z o.o., Podlaskie Asfalty Sp. z o.o., Kujawskie Asfalty Sp. z o.o., SKE Support Services GmbH, Warbud S.A. Project sp. j., Warbud S.A., SKE Support Services GmbH Matoc sp. j., Vinci Environnement Polska sp. z o.o. and other companies in which the above-mentioned entities hold shares or with which they form civil partnerships or other types of formal structures.
2. The "Agreement" shall mean any type of agreement, regardless of the title of the document or lack thereof, including, but not limited to, construction contracts, subcontracts, supply contracts, sales contracts, service contracts, work orders, service orders, purchase/supply orders.
3. The "Contractor" should be understood as an entity with which Vinci has concluded the Agreement and to which these Terms of Cooperation are Appended.
4. The "Subject of the Agreement" should be understood as all the services that the Contractor is obliged to perform for Vinci under the Agreement.
5. An "Official" shall be understood as a person who meets at least one of the following criteria: (1) performs a legislative, administrative, or judicial function, whether or not appointed or elected, (2) acts on behalf of or is a political candidate, (3) is employed, engaged, or otherwise performs a public function for (a) a State or State agency, or (b) a State-owned enterprise in the State, or (4) is an official or representative of a public international organization.
6. Vinci and the Contractor shall also be referred to jointly as the "Parties" or separately as the "Party".
7. It is assumed that the Contractor, by concluding the Agreement with Vinci, accepted the Terms of Cooperation without any changes.
8. These Terms of Cooperation define 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 prevail over the provisions of these Terms of Cooperation.
9. Deviations, additions and/or exclusions from these Terms of Cooperation agreed verbally require written confirmation in the form of separate provisions in the Agreement, under pain of nullity.

Article II Conditions of settlement and payment

1. The Contractor declares that the bank account number provided 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 tax on goods and services, kept by the Head of the National Tax Administration. If the list discloses another bank account of the Contractor, Vinci will pay the VAT invoice to the bank account disclosed in the above-mentioned list, and if the Counterparty is not 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 to the Contractor for late payment.
2. The Affiliate may not transfer the rights or obligations under the Agreement, in particular the receivables to which the Affiliate is entitled from Vinci, under any title without the prior, express and written consent of Vinci. Performing the above-mentioned activities by the Affiliate without the prior, express and written consent of Vinci is ineffective against Vinci and does not release the Affiliate from the obligations imposed on it by the Agreement. The above does not limit the rights of the Counterparty resulting from the mandatory regulations in this respect.
3. The Counterparty declares that it does not make settlements 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 in a country applying harmful tax competition, referred to in Article 110(1) of the Corporate Income Tax Act of 15 February 1992.

Article III Counterparty's Representations and Commitments

1. The Counterparty 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 has obtained a legal exemption, deferral, payment in instalments of overdue payments 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 throughout the entire period of cooperation with Vinci the necessary specialist knowledge, permits and all other necessary means and resources (including equipment and financial resources) in order to perform the Subject of the Agreement.
3. Counterparty declares that it has not and will not offer, paid and will not pay, promised and will not promise to pay any sum of money or to transfer any item of value to any public authority or to any Officer or any other person, knowing or being aware of the likelihood that any such amount of money or item of value may be offered, paid, given or promised, directly or indirectly, in order to:
 - a. influence any act or decision of any Official, or induce that Officer to influence any action or decision, or
 - b. influence or induce any person to influence the actions or decisions of any other person or to influence the actions or decisions of a contractor, client, employer or other third party, or
 - c. assist Vinci or the Contractor in obtaining or maintaining the order or directing the order to Vinci or the Contractor, or
 - d. otherwise obtain any other unauthorised advantage, or
 - e. political support, or
 - f. obtain commission or referral fees or obtain similar consideration to any third party for the assignment or provision of services.
4. The Counterparty also agrees that it will not permit the Officer to act as its lender or financial partner, without first notifying Vinci in writing of such potential relationship.
5. The Counterparty 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 made all registrations required by law to perform the Subject of the Agreement,
 - c. will strictly comply with the applicable provisions of law prohibiting any corrupt practices, including: an obligation 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 influence or money laundering, in accordance with the applicable regulations,
 - d. has not and will not use forced labour in its 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,
 - e. It knows, complies with and will comply with all applicable laws, including national and European anti-bribery legislation and the US Foreign Corrupt Practices Act and the UK Bribery Act.
6. The Contractor shall make the above representations 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 Counterparty undertakes to immediately inform Vinci of this circumstance.
8. In the event that Vinci notifies the Counterparty of a reasonable suspicion of a breach of 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 shall not be liable for any loss or expense incurred by Affiliate in this respect, to which Affiliate irrevocably agrees;
 - b. The counterparty is obliged to 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 Affiliate has violated one of the provisions of this article, Vinci is entitled to immediately withdraw from the Agreement for reasons attributable to the Affiliate, and the Affiliate will not be entitled to any claims in this respect.

Art. IV Compliance

1. The Counterparty undertakes to perform the Subject of the Agreement with respect to the principles of ethics, anti-corruption proceedings, human rights and health and safety rules, and in particular the Counterparty undertakes to apply all principles 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. Anti-Corruption Code of Conduct <https://www.vinci.com/publi/manifeste/cor-2017-12-pl.pdf>
 - c. Human Rights – Vinci Handbook https://www.vinci.com/publi/manifeste/vinci-guide_on_human_rights-pl.pdf
 - d. Basic and Necessary Activities in the Field of Occupational Health and Safety <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 at a given time, in business contacts with Vinci. Vinci reserves the right to immediately withdraw from the Agreement in the event of a breach of the terms and provisions resulting from the above-mentioned policies.
3. The Counterparty undertakes to take any actions or actions 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 demand that the Counterparty submit appropriate statements and submit the necessary documents - to the extent specified by the mandatory provisions of law.
4. The Counterparty 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 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 of any proceedings pending against it for inclusion on the above-mentioned list and, that it is not subject to 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 management and supervisory bodies of the Contractor. This statement is made by the Contractor under pain of full liability for damages towards Vinci.
5. Vinci has implemented an internal whistleblowing procedure for reporting information about violations of the law and taking follow-up actions. Information in this regard is available at: <https://eurovia.pl/etyka/> or <https://warbud.pl/pl/poznaj-warbud/glowne-wartosci/etyka-w-biznesie>.

Article V Environment

1. The Contractor undertakes to obtain all decisions required by law in the field of environmental protection, if they are necessary for the performance of the Subject of the Agreement and to store and make available at Vinci's request the related documents, unless the Agreement directly indicates that this obligation rests with another entity.
2. The Contractor undertakes to document waste management 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 Contract. The Contractor is obliged to use the demolition materials at the place of production in the first place, and if it is impossible or unjustified for technological, ecological or economic reasons – the Contractor is obliged to hand them over to an authorized entity for processing or disposal. The Contractor is obliged to document Vinci's waste management method, which is a condition for all acceptances indicated in the Agreement.
3. Within the deadlines enabling proper performance of the Agreement, the Counterparty shall obtain all required permits, consents and approvals in the field of environmental protection, meet the requirements contained in the permits, consents and approvals held, obtain licenses and other required documents, in particular concerning the emission of pollutants, water resources management and waste management, as well as protection against noise and vibration and protection against radiation.
4. Vinci reserves the right to carry out inspections of 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 construction site, plant or mining plant owned by Vinci and during the works performed for Vinci, in accordance with the applicable environmental protection regulations.
6. Waste management, in particular at the construction site, plant or mining plant of Vinci, is carried out in accordance with the principles set out in the law and in a way that reduces the negative impact on the environment to the maximum possible extent. This is done through:
 - a. prevention and minimization of waste,
 - b. selective collection of waste at the place of generation,
 - c. waste use and recycling.

7. Any waste generated during the work must be deposited at a location agreed with Vinci's representative. Waste collection must be carried out in a selective manner.
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 by no 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 Counterparty undertakes to immediately repair the damage resulting from the above-mentioned activities and cover all costs related to it.

Article VI Personal Data

1. The Parties declare that in the scope of 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 all other European and local regulations on the processing of personal data, applicable in this case and that you carry out the processing of the data held under your own responsibility.
2. The Parties declare that each of them acts as the 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 met all the requirements and, if necessary, obtained the appropriate consents necessary to provide the personal data of the data to which it relates.
4. Each Party undertakes to perform, on behalf of the other Party, the information obligation towards the persons referred to in paragraph 2, whose data it has made available, at the same time indicating itself as the source of the 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 at the request 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, to 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 adequate to the degree of risk of violation of the rights and freedoms of natural persons in the event of their unauthorized disclosure, acquisition, processing, alteration, loss or destruction.
7. In the event of withdrawal from the Agreement by either Party or its termination, the provisions of this Article shall remain in full force and effect.

Article VII Confidentiality

1. The Parties to the Agreement undertake during its term and up to 5 years after its termination or performance (after the warranty or warranty period) or withdrawal, to maintain confidentiality as to the information they learned about 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 providing this information and its source, unless mandatory regulations state otherwise or the above information is not commonly 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 remain the property of Vinci and after the performance of the Agreement, withdrawal from the Agreement or its termination, the Contractor is obliged to return them.
3. The Counterparty shall be responsible for taking and ensuring that all necessary measures are taken to ensure that the above-mentioned confidentiality clause is maintained by its employees and third parties when the Counterparty has used them in the performance of the Agreement.
4. Any information, data, documents, or any other material provided under the Agreement (hereinafter: "Agreement Data") may not be used or integrated with public generative AI systems (hereinafter: "Systems"), including but not limited to publicly available generative AI through online platforms or cloud services.
5. The parties acknowledge that the use of these Systems may result in unauthorized disclosure of Agreement Data and jeopardize their confidentiality and security.
6. Accordingly, the Parties agree not to share, transmit or otherwise use the Contractual Data on the Systems, and to take all necessary steps to ensure that their employees, associates, subcontractors, and any other persons who may have access to the Contractual Data comply with this

prohibition. The above prohibition shall apply throughout the term of the Agreement and for 5 years after its termination or performance.

7. The party that has committed a breach of the prohibition indicated above shall be fully liable for any damages resulting from such violation.

Article VIII Insurance and liability

1. The Contractor shall be solely liable for any damage caused in connection with the performance of the Agreement, both to its own property, Vinci's property and to third parties, as well as to personal damage, to the extent resulting from the generally applicable provisions of law and the provisions of the Agreement.
2. The above-mentioned liability of the Contractor applies to property, personal and property damage to Vinci's 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 and included in the Subject of the Agreement.
3. The Contractor shall be fully and exclusively liable for damage caused by third parties to whom it has commissioned the performance of the Subject of the Agreement or its part.
4. The contractor is obliged to immediately, but not later than within 2 working days of becoming aware of the damage, to take action aimed at liquidating the damage. The Contractor shall immediately notify Vinci of the actions taken (in writing or by e-mail). If the Counterparty fails to take appropriate action within the above-mentioned period, Vinci shall be entitled to satisfy the claims for damages on behalf of the Counterparty and to deduct them in full from the Affiliate's remuneration due under the Agreement or from the performance bond.
5. The contractor is obliged to have or conclude at its own expense a civil liability insurance contract for business and possession of property. In the absence of insurance, the Counterparty shall be fully liable in this respect towards Vinci and third parties.
6. The Counterparty must be continuously insured throughout the term of the Agreement, i.e. at least from the conclusion of the Agreement until the date of fulfillment of the Contractor's obligations specified in the Agreement or at least until the date of final acceptance of the Subject of the Agreement by Vinci from the Counterparty (whichever is later). The guarantee sum of the TPL 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 regarding the Counterparty's liability for damages shall remain in force.

Article IX Foreigners, temporary workers, juvenile workers

1. Vinci informs the Contractor that in the event of entrusting the performance of the Agreement to foreigners within the meaning of the Act on the effects of entrusting work to foreigners residing in the territory of the Republic of Poland contrary to the regulations 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 mutually declare that the information contained in the Agreement constitutes the fulfillment of the due diligence requirements referred to in Article 6(2) and Article 7(2) of the Act of 15 June 2012 on the effects of entrusting work to foreigners residing in the territory of the Republic of Poland contrary to the regulations.
3. The Counterparty 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 from juvenile workers.

Article X Health&Safety (OHS)

1. The Contractor will organize and perform the work carried out under the Subject of the Contract in a manner that ensures safe and hygienic working conditions, including providing the necessary means and materials for the safe performance of the entrusted tasks.
2. The obligations specified for the Counterparty also apply to all persons employed by the Counterparty to perform the Agreement, including further subcontractors, service providers, suppliers, performing work for the Counterparty, 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 performing the Agreement, and in particular:
 - a. employ to perform the Subject of the Agreement only persons with appropriate professional qualifications required by law, current 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 regulations, confirmed by appropriate, up-to-date documents,
- c. provide machinery, equipment and equipment necessary for the performance of the Agreement, meeting the requirements of regulations and safety 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, 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 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 implement the recommendations of OHS and fire safety inspections and inspections,
- g. comply with all health and safety and fire protection rules and regulations in force on the premises of individual Vinci units and in the area of implemented investments.

4. Vinci is entitled to:

- a. issuing recommendations to remove shortcomings and irregularities in the field of occupational health and safety and control of their implementation, as well as to demand temporary or permanent removal from the performance of the Agreement of the Contractor's employees who grossly violate obligations in the field of occupational health and safety,
- b. issuing instructions for the implementation of activities ensuring compliance with the provisions and principles of occupational health and safety, 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 this case, Vinci will not be liable for any losses or costs incurred by the Counterparty in this respect. The above-mentioned losses or costs will also not constitute the basis for justifying possible delays, to which the Counterparty irrevocably agrees,
- d. providing 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 appropriate protection of the work.

5. Vinci reserves the right to specify additional occupational safety and health protection requirements in situations where the occurrence of specific hazards requires the application of separate preventive measures.

Article XI Severability clause

In the event that any provision of the Agreement is determined to be unenforceable or ineffective for any reason, all other provisions shall maintain their full force and effect. A provision that has been deemed unenforceable or ineffective may be substituted with another provision that has been mutually agreed in writing, with the meaning and economic purpose of the substituted provision being correspondingly aligned.

VALID FROM 01.01.2025