

TERMS AND CONDITIONS OF COOPERATION WITH CONTRACTORS OF VINCI CONSTRUCTION GROUP COMPANIES IN POLAND

Article 1. GENERAL PROVISIONS

1. Under these Rules of Cooperation "Vinci" should be understood in particular as the following entities owned to the Vinci Construction group in Poland: VINCI CONSTRUCTION Polska sp. z o. o., VINCI CONSTRUCTION Usługi Wsparcia sp. z o. o., Eurovia Polska SA, Eurovia Bazalty SA, Eurovia Kruszywa SA, Warbud SA, Warbud Beton sp. z o. o., Kopalnie Surowców Mineralnych "KOSMIN" sp. z o. o., SKE Support Services GmbH, Warbud SA Project sp. j., WARBUD SA, 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 interests or with which they establish civil partnerships or other formal structures.
2. "Agreement" shall be understood as all types of contracts, regardless of the title of the document or its absence, including, among others, construction contracts, subcontracting agreements, supply contracts, sales contracts, service contracts, work orders, service orders, purchase/delivery orders.
3. "Contractor" shall be understood as the entity with which VINCI has concluded the Agreement and to which these Terms of Cooperation constitute an Annex.
4. "Subject of the Agreement" should be understood as all the services that the Contractor is obliged to perform for VINCI under the Agreement.
5. "Official" shall be understood as a person who meets at least one of the following criteria: (1) holds a legislative, administrative or judicial office, whether appointed or elected; (2) acts for 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 a state agency or (b) a state-owned enterprise within a country; or (4) is an official or representative of a public international organization.
6. VINCI and the Contractor shall hereinafter be jointly referred to as "Parties" or separately as a "Party".
7. It is assumed that by concluding the Agreement with VINCI, the Contractor has accepted the Terms and Conditions of Cooperation without any changes.
8. These Terms and Conditions of Cooperation define the obligations of the Parties other than those indicated in the Agreement, provided that the provisions of the Agreement containing separate, detailed arrangements take precedence over the provisions of these Terms and Conditions of Cooperation.
9. Verbally agreed deviations, additions and/or exclusions from these Terms and Conditions of Cooperation shall require written confirmation in the form of separate provisions in the Agreement, under pain of nullity.

Article 2. Terms of Settlement and Payment

1. The Contractor declares that the bank account number printed in the Agreement (if specified), 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 goods and services tax, kept by the Head of the National Tax Administration. If the above-mentioned list shows another bank account of the Contractor, VINCI shall pay the VAT invoice to the bank account presented in the above-mentioned list, and if the bank account is not presented in the above-mentioned list, VINCI shall be entitled to withhold payment of the remuneration resulting from the VAT invoice without the need and without the obligation to pay the Contractor interest for late payment until the bank account is presented in the above-mentioned list.
2. The Contractor shall not be allowed to transfer the rights or obligations arising from the Contract Agreement, especially any receivables due to the Contractor from VINCI, under any title without the prior, express and written consent of VINCI. The Contractor's performance of the above-mentioned activity without the prior, express and written consent of VINCI shall be ineffective with respect to VINCI and shall not release the Contractor from the obligations imposed on them by the Contract Agreement. The above does not limit the Contractor's rights resulting from mandatory provisions in this respect.
3. The Contractor declares that they do not make settlements with an entity having its place of residence, registered office or management in a territory or in a country applying harmful tax competition or with a foreign establishment located in a territory or in a country applying harmful tax competition, as referred to in Article 11o section 1 of the Act on corporate income tax dated 15 February 1992.

Article 3. Contractor's Statements and Obligations

1. The Contractor declares that it is not in arrears with the payment of taxes, fees, social security contributions, health insurance contributions, other fees or public levies or has obtained any exemption, deferment, payment of in instalments of overdue payments or suspension of the entire execution of a decision of a tax or other authority in accordance with applicable laws.
2. The Contractor declares that it has and shall have the necessary specialist knowledge, permits and all other necessary means and resources (including equipment and financial resources) to perform the Subject of the Agreement throughout the period of cooperation with VINCI.
3. The Contractor declares that it has not offered and will not offer, has not paid and will not pay, has not promised and will not promise to pay any amount of money or to transfer anything of value to any public authority or any Official or any other person, knowing or being aware of the likelihood that that any such amount of money or an item of value may be offered, paid, given or promised, directly or indirectly, for:
 - a. influencing any action or decision of any Official or causing such an Official to influence any action or decision, or
 - b. influencing any actions or decisions of any other person or inducing that person to influence the actions or decisions of a contractor, client, employer or other third party, or
 - c. assisting VINCI or the Contractor in obtaining or maintaining an order or referring the order to VINCI or the Contractor, or
 - d. otherwise obtaining any other unauthorized advantage, or
 - e. political support, or
 - f. obtaining a commission or referral fee or obtaining a similar payment to any third party for ordering or provision of services.
4. The Contractor also agrees that it will not allow any Official to act as its lender or financial partner without first notifying VINCI in writing of such potential relationship.
5. The Contractor guarantees, represents and undertakes towards VINCI that:
 - a. it has the required qualifications and has obtained all decisions and permits and has completed all registrations required by law to execute the Subject Matter of the Agreement,
 - b. it shall strictly comply with applicable laws prohibiting any corrupt practices, including an obligation or promise to provide financial or personal benefits to a person performing a public function in connection with the performance of that function, to public officials and private persons, paid protection, money laundering in accordance with applicable laws.
 - c. has not and will not use forced labour in its operations and will not engage in human trafficking. The above obligation also applies to subcontractors and employment agencies used by the Contractor,
 - d. the Contractor knows, complies with and will comply with all applicable laws, including domestic and European anti-corruption legislation and the US Foreign Corrupt Practices Act and the UK Bribery Act.
6. The Contractor submits the above declarations under pain of full liability for damages towards VINCI, at the same time authorizing VINCI to verify their truthfulness – e.g. by requesting the presentation of documents, declarations, etc.
7. In the event that subsequent events cause any of the above statements to be false, the Contractor undertakes to immediately inform VINCI of this circumstance.
8. If the case when VINCI notifies the Contractor of a justified suspicion that the Contractor has breached any provision of this clause:
 - a. VINCI shall be entitled to suspend the execution of the Agreement with immediate effect for a period necessary to clarify all circumstances of the case. In this case VINCI shall not be liable for any losses or expenses borne by the Contractor as a result of such a situation and the Contractor expresses its irrevocable consent thereto.
 - b. The Contractor is obliged to take all reasonable measures 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 is in breach of one of the provisions of this Article, VINCI shall be entitled to immediately terminate the

Agreement, and the Contractor shall not be entitled to make any claims related thereto.

Article 4. Compliance

1. The Contractor undertakes to perform the Subject of the Agreement in compliance with professional ethics, anti-corruption rules, human rights and occupational health and safety rules, and in particular the Contractor undertakes to apply all rules and provisions arising from the following policies:
 - a. Vinci Code of Ethics and Conduct
<https://www.vinci.com/publi/manifeste/eth-2025-07-pl.pdf>
 - b. Anti-Corruption Code of Conduct
<https://www.vinci.com/publi/manifeste/cor-2025-07-pl.pdf>
 - c. Human Rights – VINCI Manual
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 Card
<https://www.vinci.com/publi/manifeste/cst-pl.pdf>
2. The Contractor declares that it is familiar with the above-mentioned policies applicable at VINCI and undertakes to comply with them, according to their current version, in business contacts with VINCI. VINCI reserves the right to immediately withdraw from the Agreement in the event of violation of the principles and provisions arising from the above policies.
3. The Contractor undertakes to take all actions or actions to reduce the risk of money laundering and financing terrorism and to properly manage the identified risk of money laundering or financing terrorism. VINCI is entitled to request that the Contractor submits appropriate statements and necessary documents - to the extent specified by mandatory provisions of law.
4. The Contractor declares that it is not subject to entry in the list referred to in Art. 2 section 1 of the Act dated 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security and in the list specified in Regulation 765/2006 or Regulation 269/2014, or that it is not aware of any proceedings pending against him entering on the above-mentioned list and that it is not subject to entry in any other sanctions list (established by the EU, UN or other international or foreign entities). The Contractor declares that it does not use minerals or raw materials whose sale directly or indirectly finances the activities of armed groups, including in the Democratic Republic of Congo, or other groups, organizations or countries that violate human rights / use forced or slave labour / traffic in human beings or benefit from these activities. The statements apply to all actual beneficiaries and members of the Contractor's management and supervisory bodies. The above statements are submitted by the Contractor under penalty of full liability for damages to VINCI.
5. VINCI has implemented an internal procedure for reporting information about violations of law and taking follow-up action. Information in this regard is available at: <https://eurovia.pl/etyka/> or <https://warbud.pl/pl/poznaj-warbud/glowne-wartosci/etyka-w-biznesie>.

Article 5. Environment

1. The Contractor undertakes to obtain all legally required decisions in the field of environmental protection, if they are necessary to execute the Subject of the Agreement, and to store and make available documents related thereto at VINCI's request unless the Contract directly states that such an obligation is vested in another entity.
2. The Contractor undertakes to document waste management in a manner consistent with the Act of 14 December 2012 on waste – in the event of waste being generated during the performance of the Subject Matter of the Agreement. The Contractor is obliged to first use salvaged materials in the place of production, and if for technological, ecological or economic reasons this is impossible or unjustified, the Contractor is obliged to transfer them to an entity authorised to process or dispose of such materials. The Contractor is obliged to document to VINCI the method of waste management, which is a condition for carrying out all acceptances indicated in the Agreement.
3. Within the time limits allowing for a proper performance of the Agreement, the Contractor will 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 regarding emissions of pollutants, water resources management and waste, as well as protection against noise and vibration and protection against radiation.
4. VINCI reserves the right to check the Contractor's waste management system during the execution of the Agreement.
5. The Contractor undertakes to comply with all recommendations related to environmental protection on the construction site, factory or mining plant owned by VINCI and during work performed for VINCI, in accordance with applicable environmental protection laws.

6. Waste management, in particular at a construction site, production plant or a VINCI mining plant, is carried out in accordance with the principles set out in applicable laws and in a way which limits the negative impact on the environment to the maximum extent possible. This is achieved through:
 - a. preventing the production and minimizing the amount of waste,
 - b. selective waste collection at the place its generation,
 - c. re-using and recycling waste.
7. All waste generated during work should be disposed of in a place agreed with a VINCI representative. Waste collection must be selective.
8. The equipment used to perform the Subject of the Agreement must be in good technical condition which will 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 Contractor undertakes to immediately repair the damage resulting from the above activities and cover all associated costs.

Article 6. Personal Data

1. The Parties hereby declare that, with respect to the processing of personal data collected in connection with the Subject Matter 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 laws regarding the processing of personal data applicable in this case and that they process the collected data at your their risk.
2. The Parties hereby declare that each of them acts as a Data Controller in relation to personal data obtained from the other Party in connection with the execution of this Agreement.
3. Each Party confirms that it has met all requirements and, if necessary, obtained the appropriate consents necessary to disclose the personal data of the entities concerned.
4. Each Party undertakes to perform, on behalf of the other Party, the information obligation towards the persons referred to in the above 2, whose data it has made available, at the same time indicating to these persons itself as the source of the personal data that the other Party shall have at its disposal.
5. Personal data of the other Party may be transferred to entities processing personal data at the request of the Party, to entities among others operating IT systems used for the implementation 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 protect the processed personal data. The level of protection of entities' personal data should correspond to the level of risk of violating the rights and freedoms of natural persons in the event of unauthorized disclosure, takeover, 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 force.

Article 7. Confidentiality

1. The Parties to the Agreement undertake for the time of its duration and in the period of five (5) years after its termination or expiration (after the lapse of the warranty and statutory guarantee periods), as well as in the event of withdrawal from the Agreement by any of the Parties, that they shall keep confidential the information they collected in connection with the execution of the Agreement and all information on any technical, technological, economic, financial, commercial, legal and organizational matters relating to the other Party, regardless of the form of transfer of this information and its source, unless mandatory provisions provide otherwise or the above-mentioned information is not publicly known.
2. All documents, plans, data and other information and their media provided to the Contractor by VINCI in connection with the execution of the Agreement shall remain the property of VINCI and after the expiration of the Agreement or its termination, 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 any third parties when the Contractor uses them in the execution of the Agreement.
4. All and any information, data, documents or any other materials provided under the Agreement (hereinafter referred to as: "Agreement Data") must not be used or integrated with public generative artificial intelligence systems (hereinafter referred to as: "Systems"), including but not limited to publicly available generative artificial intelligence via online platforms or cloud services.

5. The Parties acknowledge that use of those Systems may result in unauthorized disclosure of Agreement Data and pose a risk to its confidentiality and security.
6. Therefore, the Parties undertake not to share, transmit or otherwise use the Agreement Data in the Systems and to take all necessary measures to ensure that their employees, associates, subcontractors and any other persons who may have access to the Agreement Data observe this prohibition. The above prohibition applies throughout the duration of the Agreement and for 5 years after its termination or execution.
7. The party that has violated the prohibition described above shall be fully liable for any damage resulting from such a violation.

Article 8. Insurance and Liability

1. The Contractor shall be solely liable for any damage that has occurred in connection with the services provided (or omitted) by the Contractor as part of the Subject Matter of the Agreement, both to its own property, to VINCI property and to third parties' property, for material damage, personal injury, property damage and pure financial losses of VINCI employees, third parties and other persons involved in the execution of the Agreement, to the extent resulting from generally applicable laws and the provisions of the Agreement.
2. The Contractor is fully and exclusively liable for any damage caused by third parties to whom he commissioned the performance of the Subject of the Agreement or its part.
3. The Contractor is obliged to immediately, but no later than within 2 business days of becoming aware of the damage, take measures to eliminate the damage. The Contractor shall immediately notify VINCI of the actions taken (in writing or by e-mail). If the Contractor does not take appropriate actions within the above-mentioned time limit, VINCI shall be entitled to satisfy the compensation claims on behalf of the Contractor and deduct them in full from the Contractor's remuneration due under the Agreement or from the performance security.
4. The Contractor is obliged to hold or to conclude at its own expense a third party liability insurance covering its business activities and ownership of assets which must be active throughout the entire 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 Agreement by VINCI from the Contractor (whichever occurs later). In the absence of such insurance, the Contractor shall be fully liable towards VINCI and third parties. The required guaranteed sum shall be specified in Appendix No. 2: General Conditions of Construction Contract No. 1/2025
5. In the event of withdrawal from the Agreement by either Party, the provisions of this article regarding Contractor's liability for damages shall remain in force.

Article 9. 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 dated 15 June 2012 on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland in contrary to the laws in force, without valid documents entitling them to stay in the territory of the Republic of Poland, the Contractor shall bear civil and criminal liability, referred to in the above-mentioned Act, in particular liability for paying remuneration to foreigners and for bearing the costs of their expulsion, under the conditions listed in the above-mentioned Act.
2. The Parties unanimously declare that the information contained in the Agreement fulfils the due diligence requirements referred to in Art. 6 section 2 and art. 7 section 2 of the Act on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the laws in force dated 15 June 2012.
3. The Contractor is not entitled to use, in the performance of the Agreement, temporary workers within the meaning of the Act of July 9, 2003, on the employment of temporary workers; as well use juvenile workers.

Article 10. Occupational Health and Safety

1. The Contractor shall organize and perform work performed under the Subject Matter of the Agreement in a manner ensuring safe and hygienic working conditions, including the provision of the necessary means and materials for a safe performance of the assigned 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 implementing the Agreement, in particular:
 - a. employ only persons with appropriate professional qualifications required by law, holding current medical check certificates and

- training in the field of occupational health and safety and fire protection to perform the Subject of the Agreement,
 - b. provide, in accordance with the relevant regulations, trainings for employees to prepare them for execution of the Agreement, confirmed by relevant up-to-date documents,
 - c. provide machinery, devices and equipment necessary to perform the Agreement, meeting the requirements of regulations and safety standards,
 - d. immediately report to VINCI any incidents, accidents, near misses and threats to health and life occurring during the implementation of the Agreement on the premises of VINCI, and in the event of an accident, conduct post-accident procedures,
 - e. provide work and protective clothing, work footwear and the necessary personal protective equipment determined on the basis of a relevant occupational risk assessment,
 - f. enforce employees' compliance with occupational health and safety regulations and principles and timely implement recommendations from occupational health and safety and fire protection checks and inspections,
 - g. comply with all occupational health and safety and fire protection rules and regulations applicable at individual VINCI units and in the area of implemented investments.
4. VINCI is entitled to:
 - a. issue recommendations to remove deficiencies and irregularities in the field of occupational health and safety and monitor their implementation, as well as request temporary or permanent removal from the performance of the Agreement the Contractor's employees who grossly violate their occupational health and safety obligations,
 - b. give instructions to implement activities ensuring compliance with occupational health and safety regulations and principles in connection with the coordination of the execution of the Agreement,
 - c. suspend the execution of the Agreement in the event of a threat to health and life. In such a case, VINCI shall not be liable for any losses or costs incurred by the Contractor in this respect. The above-mentioned losses or costs shall also not constitute a basis for justifying any delays, to which the Contractor irrevocably consents,
 - d. equip employees and persons performing work for the Contractor by way of substitution with personal protective equipment if the Contractor fails to fulfil that obligation, as well as to ensure appropriate protection to work areas.
5. VINCI reserves the right to establish additional occupational safety and health requirements in situations where specific hazards are anticipated and require separate preventive measures.

Article 11. Severability

If any of the provisions contained in an Agreement prove to be unenforceable or ineffective for any reason, all other provisions shall remain in force. A provision which turns out to be unenforceable or ineffective may be replaced with another provision agreed in writing corresponding to the meaning and economic purpose of the replaced provision.

IN FORCE FROM 01 NOVEMBER 2025