

CONTRACTUAL CLAUSES OF THE QEMETICA GROUP

CHAPTER I - DEFINITIONS

§ 1 DEFINITIONS

For the purposes of this appendix (the “**Appendix**”) the below listed capitalised expressions shall have the following meanings, considering the fact that the said definitions, when used in the singular, shall have the relevant meaning when used in the plural, taking into account the case, whereby this rule shall apply accordingly to the terms defined in the text of the Appendix:

1. **QEMETICA** a company (companies) of the QEMETICA Group, entering into an agreement with the Counterparty, to which these Contractual Clauses of the QEMETICA Group have been appended;
2. **QEMETICA Group** QEMETICA S.A. with its registered office in Warsaw and any companies with regard to which QEMETICA S.A. is the parent company within the meaning of the Act of 15 September 2000: the Code of Commercial Companies (consolidated text: Journal of Laws of 2022, item 1467, as amended), including QEMETICA and any other entities related to QEMETICA S.A. as defined in the Act;
3. **Anti-Corruption Clause** the clause indicated in § 3;
4. **No Conflict of Interest Clause** the clause indicated in § 2;
5. **Counterparty** the entity which entered into the Agreement with QEMETICA, indicated in the recitals of this Agreement, to which the Parties have enclosed the Appendix as an appendix thereto;
6. **Agreement (Subject Matter of the Agreement)** agreement (its subject matter, respectively) concluded between QEMETICA and the Counterparty, to which the Parties have enclosed this Appendix, together with execution contracts concluded on the basis of it (if applicable);
7. **Party** QEMETICA or the Counterparty.

CHAPTER II – ANTI-CORRUPTION REGULATIONS OF THE QEMETICA GROUP

§ 2 NO CONFLICT OF INTEREST CLAUSE

1. “**Conflict of Interest**” shall be understood as a relationship between shareholders, partners, stockholders, members of the management board, members of the supervisory board of the Counterparty, persons employed by the Counterparty, persons representing the Counterparty, subcontractors of the Counterparty or any other individuals acting on behalf of the Counterparty (“**Representatives of the Counterparty**”) and members of the management board, members of the supervisory board of QEMETICA, persons employed by QEMETICA, persons representing QEMETICA, subcontractors of QEMETICA, or any other individuals acting on behalf of QEMETICA, members of the management board or supervisory board of QEMETICA (“**Representatives of QEMETICA**”), which may raise doubts as to their objectivity and impartiality in the performance of their official duties for reasons, among others, related to family, financial, personal, emotional, political, economic ties, or which influence, or may influence, even partially and indirectly, the implementation of the Agreement or any decisions made with regard to QEMETICA or the entire QEMETICA Group, causing, or being likely to cause, damage to QEMETICA or a QEMETICA Group entity.
2. The period of validity of the Agreement, in the No Conflict of Interest Clause and the Anti-Corruption Clause referred to below, shall be understood as the period of implementation of the Agreement, including the period of validity of the quality guarantee or warranty for defects.
3. The Counterparty represents that, to the best of its knowledge, there is no Conflict of Interest as at the date of conclusion of the Agreement.
4. The Counterparty agrees to exercise due diligence to the extent required for its economic activity, and to implement any measures in order to avoid any Conflict of Interest.
5. In the event of a suspicion or actual occurrence, during the term of the Agreement and executive contracts thereto, of a Conflict of Interest or a possible Conflict of Interest, the Counterparty agrees to immediately notify QEMETICA in writing of any such suspicion or Conflict of Interest and its circumstances, and to propose any action necessary to prevent or eliminate any such Conflict of Interest, as the case may be, taking into account the broadly understood interest of QEMETICA.

§ 3 ANTI-CORRUPTION CLAUSE

1. The Counterparty represents that prior to executing the Agreement, it has read and understood the following documents applicable at QEMETICA: the Anti-Fraud and Anti-Corruption Policy and the Procedure - Offering and Accepting Gifts and Hospitality in the QEMETICA Group, available at the following address: <https://qemetica.com/en/about-us/documents> (the “**Anti-Corruption Regulations**”), and agrees to comply with the rules set out in the Anti-Corruption Regulations in the same manner as if they were part of the Agreement. The Counterparty warrants and assures that the aforementioned obligation will also be fulfilled by the Representatives of the Counterparty by obliging them to become familiar with the Anti-Corruption Regulations.
2. The Counterparty represents that neither it nor any of the Representatives of the Counterparty has offered, promised or given, directly or indirectly, any material or personal benefits, in particular, in order to influence the decision to select its offer, to any of the following:
 - 1) any Representative of QEMETICA;
 - 2) any public official, which terms is understood as any natural person performing public functions in the meaning given to this concept in the legal system of the country in which the Agreement is performed and in the countries where both the Counterparty and QEMETICA are domiciled (have their registered offices);
 - 3) any member of a political party or a candidate for public office,hereinafter collectively referred to as “**Persons**”.
3. The Counterparty represents that neither it nor any of the Representatives of the Counterparty has influenced the selection of its offer by QEMETICA in a manner that was against the law or ethical practice, in particular, by providing any material or personal benefits, and has not participated in any agreements or arrangements with third parties that would aim to exert such influence on the choice made by QEMETICA.
4. The Counterparty guarantees that during the term of the Agreement, neither it nor any of the Representatives of the Counterparty will provide, directly or indirectly, any material or personal benefits to Persons, in particular, in order to influence QEMETICA's decisions related to the Agreement.
5. The Counterparty guarantees that during the term of the Agreement, neither it nor any of the Representatives of the Counterparty will influence the Representatives of QEMETICA in a manner inconsistent with the law or ethical practice and will not participate in any agreements or arrangements with third parties that would affect the performance of the Agreement by QEMETICA.

§ 4 SANCTIONS FOR NON-COMPLIANCE WITH THE ANTI-CORRUPTION REGULATIONS OF THE QEMETICA GROUP

1. If during the term of the Agreement:
 - 1) any of the above representations by the Counterparty proves to be false, or
 - 2) the Counterparty or any of the Representatives of the Counterparty flagrantly violates the rules, guarantees or obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause, or will do so in a notorious manner, or
 - 3) QEMETICA becomes aware of:
 - a) any breach of the rules and obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to the Counterparty during the tender/bid proceedings, as a result of which the Agreement has been concluded,
 - b) any of the representations made by the Counterparty under the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to the Counterparty during the tender/bid proceedings, as a result of which the Agreement has been concluded, proves to be false;it may be regarded as improper performance of the Agreement by the Counterparty, entitling QEMETICA to terminate the Agreement, or any execution contract to that Agreement (if concluded), for reasons attributable to the Counterparty.
2. The right stipulated in section 1 may be exercised by QEMETICA only if the Counterparty continues to violate the obligations defined in this Chapter II or violations of the Anti-Corruption Regulations, despite the receipt of a request from QEMETICA to cease violations, within 15 days from the date of receipt of the request in such matter.

§ 5 REPORTING VIOLATIONS OF ANTI-CORRUPTION REGULATIONS

In order to properly fulfil the obligations set out in the No Conflict of Interest Clause and in the Anti-Corruption Clause, QEMETICA represents that during the term of the Agreement, it shall provide any person acting in good faith and representing the Counterparty or QEMETICA with the possibility to anonymously report any irregularities using one of the following communication channels:

- 1) by telephone, by calling: 00 48 22 639 17 99,

- 2) by email to the following address: zgloszenia@qemetica.com or:
- 3) personal, written or letter notification: Compliance Officer of the QEMETICA Group, QEMETICA S.A. ul. Wspólna 62, 00-684 Warsaw, Poland.

CHAPTER III - Code of the Business Partner of the QEMETICA Group

§ 6 REPRESENTATIONS AND OBLIGATIONS OF THE COUNTERPARTY

1. The Counterparty represents that it has read and understood the content of the Code of the Business Partner of the QEMETICA Group 2021 which is available at <https://qemetica.com/en/about-us/documents> (the "**Code**").
2. The Counterparty agrees to comply with the provisions of the Code and further agrees that any of its officers, employees, associates and Subcontractors shall comply with the provisions of the Code.
3. The Counterparty agrees to report any suspected violations of the Code to QEMETICA.
4. The Counterparty herewith agrees and authorises QEMETICA, or a third-party entity acting on behalf of QEMETICA (the "**Third Party**"), to carry out audits at any place where the Counterparty conducts its activity, to confirm compliance with the Code (the "**Audit**"). During Audits, QEMETICA or the Third Party shall have the rights, among others, to obtain explanations and information, review documents and conduct interviews with the Counterparty's employees/associates, after signing a standard confidentiality (non-disclosure) agreement (NDA).
5. The Counterparty agrees to enable QEMETICA or a Third Party to conduct an Audit, provided that the intention to conduct the Audit has been notified to the Counterparty at least three (3) days in advance. QEMETICA shall have the right to conduct an unannounced Audit only in the event of obtaining information received pursuant to § 7 regarding the Counterparty and an alleged violation of the Code, or in the event of a justified suspicion (e.g. industry information, press releases, information in social media) that the Counterparty violates the rules of the Code or the obligations set out in this paragraph.
6. The Counterparty agrees to report any suspected violations of the provisions of the Code to QEMETICA subject to the terms and conditions set out in § 7 below.

§ 7 REPORTING VIOLATIONS OF THE CODE

Violations may be reported using one of the following communication channels:

- 4) by telephone, by calling: 00 48 22 639 17 99,
- 5) by email to the following address: zgloszenia@qemetica.com or:
- 6) personal, written or letter notification: Compliance Officer of the QEMETICA Group, QEMETICA S.A. ul. Wspólna 62, 00-684 Warsaw, Poland.

§ 8 SUBCONTRACTORS

1. Third parties with regard to the Counterparty and QEMETICA, whose services are used by the Counterparty to fulfil its obligations to QEMETICA, as provided for in the Agreement, as well as any other entity fulfilling such obligations on behalf of such third party as a further subcontractor, and subcontractors of any further subcontractor (hereinafter collectively referred to as the "**Subcontractors**") may perform activities within the framework of such obligations provided that they oblige themselves to the Counterparty, in writing and prior to any such activity, to comply with the provisions of the Code and agree to assume the obligations of the Counterparty set out in this Chapter III. These provisions shall apply to any further subcontractor of the Subcontractor.
2. The provisions of this Chapter III relating to the Counterparty shall apply accordingly to Subcontractors, in particular, § 6 sections 4 and 6.

§ 9 SANCTIONS FOR NON-COMPLIANCE WITH THE CODE

1. If during the term of the Agreement:
 - 1) the Counterparty or its Subcontractor flagrantly violates the obligations specified in this Chapter III,
 - 2) QEMETICA becomes aware that the Counterparty has, or its Subcontractors have, flagrantly violated the rules set out in the Code,this may be considered as improper performance of the Agreement by Counterparty and shall entitle QEMETICA to terminate the Agreement for reasons attributable to Counterparty, in the mode provided for in the Agreement.
2. The right provided for in Section 1 may be exercised by QEMETICA only if the Counterparty continues to violate the obligations set forth in this Chapter III or violations of the Anti-Corruption Regulations, despite the receipt of a request from QEMETICA to cease such breaches, within 15 days of the receipt of the request in this matter.

CHAPTER IV – PERSONAL DATA

§ 10 PERSONAL DATA PROTECTION

1. Each Party declares that it has the status of a controller of personal data in the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation) (the “**GDPR**”), in relation to the data of natural persons, namely:
 - 1) personal data of the other Party to the Agreement (if the other Party is a natural person conducting business activity, or partner in a civil law partnership),
 - 2) persons representing the other Party to the Agreement,
 - 3) persons indicated by the other Party to the Agreement as a contact persons or persons that perform this Agreement.
 2. The information about the processing of personal data of the persons indicated in section 1 point (1) and section 1 point (2), is provided respectively for:
 - 1) QEMETICA – in appendix to the Agreement,
 - 2) the Counterparty – in appendix to the Agreement.
 3. Each party agrees to fulfil the information obligation with regard to the other Party towards the persons indicated in section 1 point (3), by forwarding to them the content of attachments indicated in section 2 above, i.e.:
 - 1) the Counterparty shall forward the exhibit containing the clause related to the processing of personal data by QEMETICA;
 - 2) QEMETICA shall forward the exhibit containing the clause related to the processing of personal data by the Counterparty (if appended to the Agreement by the Counterparty).
 4. Information on the processing of personal information by QEMETICA is also available at the following website: www.qemetica.com.
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INFORMATION ON THE PROCESSING OF PERSONAL DATA BY QEMETICA	
Controller	The controller is [name of the QEMETICA Group company] with its registered office in [city], at [street] (hereinafter also referred to as the "controller" or "QEMETICA").
Contact details	You may contact the controller via email at [·] or in writing at the above address. [There is a Data Protection Officer appointed by the controller, who can be contacted via e-mail at IOD@qemetica.com] The Data Protection Officer can be contacted on all matters concerning the processing of personal data and the exercise of rights related to data processing.]
Source of the data	We received personal data directly from you or your employer or your principal, who is our counterparty.
Scope of the data	Personal data in the form of name, surname, function, contact data, in the case of the representatives personal data contained in the power of attorney (e.g. ID number, PESEL number) will be processed for the purposes stated below.
Purposes of the processing and legal basis of processing	FOR INDIVIDUALS WHO ARE PARTY TO A CONTRACT WITH QEMETICA: QEMETICA processes your personal data for purposes related to: • taking action prior to the conclusion and performance of a contract, the conclusion and performance of a contract - the legal basis for data processing is taking action prior to the conclusion of a contract, the execution and performance of a contract (Article 6(1)(b) GDPR), • establishing and asserting potential claims related to non-performance or improper performance of the contract - the legal basis for processing is the controller's legitimate interest in establishing, asserting or defending against claims (Article 6(1)(f) GDPR), • keeping records of the contract and its execution - the legal basis for data processing is the execution of the contract (Article 6(1)(b) GDPR), • accounting, financial handling of the contract - the legal basis for processing is the legal obligation of the controller (Article 6(1)(c) GDPR), • internal administrative purposes - the legal basis for processing is the controller's legitimate interest in fulfilling the purposes, i.e. conducting audits, performing statistics, internal archiving purposes on the basis of Article 6(1)(f) GDPR. FOR INDIVIDUALS REPRESENTING AN ENTITY THAT HAS ENTERED INTO A CONTRACT WITH QEMETICA: QEMETICA processes your personal data in order to: • determine the persons authorized to represent the entity, to verify them and the scope of their authorization - the legal basis for processing is the correct determination of the authorized persons (Article 6(1)(f) GDPR), • establish and pursue possible claims related to non-performance or improper performance of the contract - the legal basis for processing is the controller's legitimate interest in establishing, pursuing or defending against claims (Article 6(1)(f) GDPR), • keeping records of the contract and its execution - the legal basis for processing is the execution of the contract (Article 6(1)(b) GDPR), • accounting, financial handling of the contract - the legal basis for processing is the legal obligation of the controller (Article 6(1)(c) GDPR), • internal administrative purposes - the legal basis for processing is the controller's legitimate interest in fulfilling purposes, i.e. conducting audits, performing statistics, internal archiving purposes (Article 6(1)(f) GDPR).

	FOR THE NATURAL PERSONS INDICATED IN THE CONTRACT CONCLUDED WITH QEMETICA, AS CONTACT PERSONS OR EXECUTORS OF THE CONTRACT: QEMETICA processes your personal data for purposes related to: • contacting you in current matters, including: executing contracts between QEMETICA and your employer/entity you represent, presenting offers, answering questions, and providing other information about activities and possible forms of cooperation - the legal basis for data processing is the execution of the contract and controller's legitimate interest (Article 6(1) (b) and (f) GDPR), • establishing and asserting potential claims related to non-performance or improper performance of the contract - the legal basis for data processing is the controller's legitimate interest in establishing, asserting or defending against claims (Article 6(1)(f) GDPR), • keeping records of the contract and its execution - the legal basis for data processing is the execution of the contract (Article 6(1)(b) GDPR), • accounting, financial handling of the contract - the legal basis for data processing is the legal obligation of the controller (Article 6(1)(c) GDPR), • internal administrative purposes - the legal basis for data processing is the controller's legitimate interest in carrying out the purposes, i.e. conducting audits, performing statistics, internal archiving purposes (Article 6(1)(f) GDPR).
Recipients of the data	The controller may transfer your personal data to entities processing data on behalf of the controller - with such entities processing personal data on the basis of a contract with the controller, within the framework of the above-mentioned purposes of processing and only in accordance with the controller's instructions, and to companies belonging to the QEMETICA Group.
Data retention period	Personal data will be processed for the time necessary to achieve the aforementioned purposes, i.e. for the duration of the contract binding us with you or your principal, and thereafter for the period required by law (resulting, among other things, from the Accounting Act) and the statute of limitations for potential claims (for the period resulting from the Civil Code). To the extent that the legal basis for processing is the legitimate interest of the administrator, your personal data will be processed until you file an effective objection or until the purpose of processing ceases.
Rights of the person whose data are processed	You have the right to access your data and the right to request their rectification, deletion or restriction of their processing. To the extent that the legal basis for processing your personal data is the controller's legitimate interest, you have the right to object to the processing of your personal data. Your personal data will not be used for profiling, automated decision-making in relation to you, nor will it be subject to transfer outside the European Economic Area. In order to exercise the above rights and for evidence purposes, please contact the data controller. The contact details are indicated above. You also have the right to lodge a complaint with the supervisory authority in charge of personal data protection - the President of the Office for Personal Data Protection (Office of the President of the Office for Personal Data Protection located in Warsaw).
Information about the requirement to provide data in the case of persons who are party to the contract	Provision of data in connection with a contract is necessary for its conclusion and execution. Without providing this data, it will not be possible to conclude a contract with QEMETICA.