

Anti-Bribery, Anti-Corruption Policy, Policy for the prevention of tax evasion

The provisions of Anti-Bribery, Anti-Corruption Policy and Policy for the prevention of tax evasion establishes the values, principles and regulations, on which the joint activities of the bank and the activities of persons/entities in business relation with the bank are based.

The term „Contractor“ defined by the policy, refers to natural and /or legal person being in a contractual relation with the Bank provided that the signed agreement makes a corresponding reference to this Policy. The policy is an integral part of the contract. Being in compliance with each provision set forth in the policy is mandatory for the contractor, and its violation leads to the consequences provided for in the contract.

1. Parties declare and guarantee that

- 1.1 That each of them as well as their subsidiaries, parent companies, and related persons shall conduct their activities and business relationships in good faith and lawful conduct, observing high standards of ethics. Parties have zero tolerance policy towards corruption, bribery, tax fraud, facilitation of tax evasion in any form and any other kind of criminal acts and keep the above-mentioned issues under permanent control.
 - 1.2 Parties, as well as persons connected to them: members of the senior management, authorized persons, representatives, employees or other staff of their subsidiaries or parent companies shall not participate in any activities, which may mean:
 - 1.2.1 to offer, receive, deliver, issue or request gifts, hospitality, awards and other intangible assets, for the purpose to create any kind of commercial, contractual, regulatory or personal preferences and/or encourage or reward any illegal and unethical behaviour;
 - 1.2.2 to facilitate (either directly or indirectly) in any form of tax evasion, corruption, and tax fraud cases.
 - 1.3 None of the parties or their related entities:
 - 1.3.1 During setting up the Contract, has not, directly or indirectly, paid, received, been involved in any transaction, according to which any illegal and/or hidden fees, bribe and/or compensation should be paid or received;
 - 1.3.2 For setting up an Agreement/Contract has not carried out any activity aiming at, including, artificial price regulation and/or creation of a competition-free environment and/or influencing actions of the members of the senior management, authorized persons, representatives, employees, other staff or associated person and/or associated company and/or dishonestly obtaining a business advantage and/or there were no threats made from any above person against his/her property or reputation and/or has in no way participated in corruption activities;
 - 1.4 None of the Parties is a public entity or acting on behalf of a public entity. In addition, both sides commit themselves to inform the other side in case of changes of this condition.
 - 1.5 That none of them or their related persons have been found guilty and/or accused in corruption/bribery cases, or in facilitation of tax evasion;
2. The parties acknowledge and agree that a breach of any provision of the above Policy may lead to the termination of both this contract and any previous agreement between the Parties. However, such

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termination does not relieve the infringing party and/or member of its senior management, authorized person, representative, employee or other staff or associated person, of the liability and the corresponding sanctions, as provided by the legislation. The Parties confirm that a Party shall not be liable for an action of a member of the senior management, authorized person, other personnel or an associated person and/or associated company, if the person was not acting on behalf and by order of the Party;

3. These representations and warranties shall remain in force until the Parties to this Agreement duly and timely fulfill the provisions of this Agreement and/or all other agreement(s) previously concluded by the Parties, in spite of full or partial termination of such agreement(s);
4. Any party shall immediately inform the other side of the circumstance (s), which may contradict and / or result in a violation of these guarantees, as well as about the start or occurrence of any circumstances endangering full and due fulfillment of the obligations under the Agreement(s). Depending on the seriousness of violations of the above guarantees, the Bank has the right to demand that the contracting Party provide its statements and records.