

ANTI-CORRUPTION POLICY OF FABRYKA KART TREFL-KRAKÓW SP. Z O.O. (zero-tolerance policy for corruption and money laundering) of 31 January 2023

§1.

General provisions

1. The Anti-corruption Policy sets the rules for combatting unlawful or economically unethical behaviors or behaviors that are socially related to corruption in the company operating under the business name of Fabryka Kart Trefl-Kraków sp. z o.o. with its registered office in Podłęże.
2. The objective of Fabryka Kart Trefl-Kraków sp. z o.o. with its registered office in Podłęże is to cover with this Anti-corruption Policy all members of the staff of Fabryka Kart Trefl-Kraków and all contractors of Fabryka Kart Trefl-Kraków on the terms described in detail in this document.
3. Fabryka Kart Trefl-Kraków sp. z o.o. with its registered office in Podłęże has a zero-tolerance policy for bribery and money laundering.

§2.

Definitions

Wherever in this Anti-corruption Policy the following terms are used:

- 1) "Fabryka Kart Trefl-Kraków" – it shall be understood to mean the company operating under the business name of Fabryka Kart Trefl-Kraków sp. z o.o. with its registered office in Podłęże, Podłęże 650 (National Court Register: 0000071800) and
 - a) all entities with personal ties to Fabryka Kart Trefl-Kraków (including within the scope of Art. 23 par. 2 of the Act of 4 February 1994 on Copyright and Related Rights, consolidated text Dz. U. 2021, item 1062 as amended) or entities with capital ties,
 - b) all entities that are members of the capital group of Fabryka Kart Trefl-Kraków within the meaning of Art. 4 point 14 of the Act of 16 February 2007 on Competition and Consumer Protection (consolidated text Dz. U. of 2021 item 275 as amended), to which it belongs, which forms or will form Fabryka Kart Trefl-Kraków in the future,



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c) all members of the bodies or shareholders of Fabryka Kart Trefl-Kraków or entities related to them as specified in letter a) or b);

d) "Contractor" it shall be understood to mean all natural or legal persons, linked with Fabryka Kart Trefl-Kraków by any legal relationship connected with the exercise of economic activity, with the exception of natural persons that are part of the Staff; The Contractor is every entity, referred to in the previous sentence, which remains with Fabryka Kart Trefl-Kraków in any economic relationship or, which remains in contact with Fabryka Kart Trefl-Kraków, even if that contact was incidental and did not lead to the conclusion of a contract or execution of any common undertaking;

2) "Corruption" – it shall be understood to mean: a) an act consisting in promising, proposing or handing by any person, directly or indirectly, of any undue benefits to another person for themselves or for any other person, in exchange for an act or omission of an act in the performance of entrusted functions within the organizational structure of Fabryka Kart Trefl-Kraków, within the organizational structure of a Contractor or third parties or entities that remain in any economic or professional relations with Fabryką Kart Trefl-Kraków or a Contractor or in the performance by that person of a public function, b) an act consisting in demanding or receiving by a person performing a given function directly or indirectly, of any undue benefits, for themselves or for any other person or consisting in accepting the proposal or promise of such benefits, in exchange for an act or omission of an act or omission in the performance of that function within the organizational structure of Fabryka Kart Trefl-Kraków, the organizational structure of a Contractor or third parties or entities that remain in any economic or professional relations with Fabryką Kart Trefl-Kraków or a Contractor or by the performance by that person of a public function;

As actions bearing the hallmarks of corruption should be considered in particular behaviors consisting in:

- granting or promising granting a financial or personal Benefit to a person performing a public function in connection with the performance of that function (active bribery),
- accepting or promising accepting a financial or personal Benefit in exchange for an act or omission of an act by a person performing a public function in connection with the performance of that function (passive bribery),
- invoking influence as well as inducing conviction or strengthening of another person's conviction about the existence of influence in Fabryka Kart Trefl-Kraków, with a Contractor or with another entity that remains in an economic or professional relation with Fabryką Kart Trefl-Kraków or a Contractor or public institution in order to take up mediation in handling a case in exchange for obtaining a financial or personal Benefit or promise to obtain them (paid passive protection),

- granting or promising granting a financial or personal Benefit in exchange for mediation in handling a case in Fabryka Kart Trefl-Kraków or with a Contractor or another entity that remains in an economic or personal relation with Fabryka Kart Trefl-Kraków or a Contractor or public institution consisting in unlawful exerting of influence on a decision, act or omission of a particular person in connection with the performance of their function (paid active protection);

3) "Personal benefit" - it shall be understood to mean any benefit of a non-financial nature that improves in any way the situation of the person obtaining it (i.e.. preferential terms of cooperation, obtaining information having economic or financial value, promise of promotion, getting a job, decoration, teaching of profession, limitation of professional duties, admission to a practical training, sending for a foreign scholarship, creating a favorable image in the media, speeding up the operation, sexual contacts etc.);

4) "Financial benefit" it shall be understood to mean any gain in any property (including goods, rights, receivables for oneself or another person or avoiding losses in it, with the exception of those cases where the benefit is available to the person who created the gain or another person in accordance with the existing legal order or generally applicable provisions of law. Financial benefit also includes exemption from an obligation;

5) "Public persons" - members of authorities (including state and local authorities), state officials, including belonging to the corps of civil servants, employees of public international organizations, public officials and persons performing public functions within the meaning of Art.115 § 13 and Art. 115 § 19 of the Act of 6 June 1997 (consolidated text Dz. U. of 2022 item 1138 as amended), political parties, members of political parties or candidates for functions in public offices or in any bodies of power,

6) "Staff" - it shall be understood to mean persons that remain in an employment relationship with Fabryka Kart Trefl-Kraków, that organizationally remain in the structure of Fabryka Kart Trefl-Kraków or related to it in any way, as well as persons that cooperate with Fabryką Kart Trefl-Kraków under any civil law relationships, in particular service contracts, contracts of mandate, or contracts for specific work not excluding persons conducting economic activity;

7) "Anti-corruption Policy" - it shall be understood to mean this Anti-corruption Policy with all of its amendments and annexes;

8) "Money laundering" - it shall be understood to mean an act consisting in accepting, possessing, using, transferring or exporting abroad, hiding, performing its transfer or conversion, aiding in the transfer of ownership or possessing means of payment, financial instruments, securities, foreign exchange values, property rights or other movable property or real estate, derived from benefits connected with committing a forbidden act or undertaking other activities, that may prevent or significantly hinder

determining their criminal origin or location, their detection, seizure or order of forfeiture;

9) "Persons Implementing the Anti-corruption Policy"- persons within the Staff, whose tasks include ensuring that the Anti-corruption Policy works as part of the activities of Fabryka Kart Trefl-Kraków towards the Staff or Contractors.

§3.

Combatting Corruption and Money Laundering

1. All members of the Staff of Fabryka Kart Trefl-Kraków and Contractors that cooperate with Fabryka Kart Trefl-Kraków acknowledge that Fabryka Kart Trefl-Kraków has a zero-tolerance policy for Corruption and Money Laundering
2. Pursuant to the Anti-corruption Policy all members of the Staff of Fabryka Kart Trefl-Kraków and Contractors agree to and undertake to act in accordance with the law and the rules resulting from the Anti-corruption Policy as regards preventing Corruption and Money Laundering.
3. Detailed rules for application of the Anti-corruption Policy and its implementation in the fulfilment of the provisions of par. 1 and 2 are laid down in § 7 and §8.

§4.

Certain detailed obligations related to the combatting of money laundering

1. It is forbidden to undertake money Laundering as well as it is forbidden to undertake any activities that indirectly or directly would be connected with, could lead to, facilitate, aid, or could constitute any form of participation in money Laundering.
2. The staff and Contractors have the obligation to act in such a way as not to create conditions for money Laundering.
3. It is forbidden to accept in Fabryka Kart Trefl-Kraków any cash deposits from Contractors unless authorized persons consent to it, it is properly documented in an unambiguous and traceable manner, and it is without prejudice to generally applicable provisions of law.
4. The staff and Contractors have the obligation to undertake activities that will prevent breach of generally applicable provisions of law as regards money Laundering or provisions related to them in any way in particular with regard to the determination of the origin of financial means from criminal

acts, combatting the financing of terrorism, as well as sanctions and restrictions imposed by relevant authorities as well as court judgments and decisions of state authorities.

5. In each case of proven money Laundering, suspicion of money Laundering or threat of money Laundering:

- 1) a member of the Staff shall immediately inform their superior or the General Director or the Management Board of Fabryka Kart Trefl-Kraków;
- 2) A Contractor shall immediately inform the General Director or the Management Board of Fabryka Kart Trefl-Kraków.

§5.

Obligations and responsibility of the Staff

1. Pursuant to the Anti-corruption Policy it is forbidden for the Staff to undertake any actions that may be categorized as Corruption and money Laundering.

2. In implementation of par. 1, the Staff may not offer, grant, promise, demand nor accept from anyone financial and personal Benefits in any way, indirectly or directly related to any aspect of existence or financing of Fabryka Kart Trefl-Kraków, which in particular:

- 1) could be perceived as unlawful, unethical or inappropriate,
- 2) have the aim to exert influence of economic nature,
- 3) would be granted in money or its equivalent (i.e. gift cards, vouchers, services).

3. In implementation of par. 1 the Staff may not also invoke influence possessed in certain entities and institutions and in Fabryka Kart Trefl-Kraków itself as well as induce other persons to be convinced or strengthen their conviction about the existence of the above-mentioned influence in order to take up mediation in handling a particular case in exchange for receiving a financial or personal Benefit as well as may not grant or promise to grant a financial or personal Benefit in exchange for mediation of another person in handling a particular case in the above-mentioned entities and institutions.

4. In implementation of par 1, it is also forbidden for the Staff in particular to hand gifts or to grant favors apart from those resulting from normal, fully transparent economic and personal relations, generally and customarily accepted and not giving rise to any ethical, moral and equity doubts, for current, potential or future Contractors, institutions and administration bodies, employees or other staff of those entities, including state and local officials with whom Fabryka Kart Trefl-Kraków is bound by any economic, legal relations or with whom such relations are only planned or could take place.

5. Representation or trips offered by Contractors or provided by them to the Staff of Fabryka Kart Trefl-Kraków in connection with economic activity conducted by Contractors or Fabryka Kart Trefl-Kraków should be modest in nature and in an unambiguous way be only aimed at allowing to conduct economic or legal talks. At the same time, customary business representation in the form of refreshments and drinks is acceptable as long as it complies with the law, generally adopted, socially accepted, transparent, ethical, remaining at a high level, transparent customs of conducting business talks.

6. It is absolutely forbidden to offer, transfer, accept, discuss the offering, transferring or accepting, encourage to offer or receive, facilitate to offer, transfer or receive and mediate in the offering transferring or accepting of any financial Benefits, in particular gifts in the form of amounts of money as well as personal Benefits.

7. Where any person:

1) has offered a member of the Staff any financial or personal Benefit – they should categorically, unambiguously refuse to accept it,

2) despite proper implementation of actions from point 1) – has handed a member of the Staff any financial or personal Benefit – they should, on their own, document the moment or fact of handing that benefit and, if possible, they should, in an unambiguous and categoric way, return that financial or personal Benefit to the person who has transferred it,

3) in the case in which the return of a financial or personal Benefit described in point 2) is not possible, in particular, where they are unable to determine the whereabouts of the person handing a personal or financial Benefit – they should deposit the object of benefit in the secretariat of the general Director of Fabryka Kart-Trefl.

8. In any case, referred to in §5 par. 1-4 and 6 and 7 they should notify their superior or the contact person in cooperation of a given member of the Staff on the part of Fabryka Kart Trefl-Kraków, maintaining as much as possible details and documented circumstances of the situation that has taken place.

9. Notwithstanding the provision of §5 par. 8, reports that include suspicions related to a violation of the Anti-corruption Policy or other provisions of law may also be made by placing them in a dedicated box in the headquarters of Fabryka Kart Trefl-Kraków or by sending a report to the address of Fabryka Kart Trefl-Kraków. Reports made in the way referred to in the previous sentence may be anonymous.

10. Fabryka Kart Trefl-Kraków complies with existing provisions regarding the protection of personal rights, including privacy and good name as well as provisions related to the protection of personal data towards persons submitting reports concerning a violation of the Anti-corruption Policy.

11. It is forbidden to draw any consequences against the reporting person, including disciplinary consequences, for submitting the report, referred to in par. 8 or 9, unless it turns out that the report

contains inaccurate information or its purpose is to damage the reputation of the person mentioned in it or to direct at those persons the responsibility resulting from a violation of the Anti-corruption Policy

12. Non-compliance with the Anti-corruption Policy:

1) in relation to the Staff that remain in an employment relationship with Fabryka Kart Trefl-Kraków - constitutes a serious breach of employee duties and could result in bringing an employee to disciplinary responsibility arising from the applicable provisions of the labor law, including work regulations as well as criminal responsibility arising from generally applicable provisions of law, and may constitute a serious breach of basic employee duties which is a premise for termination of employment contract without notice due to employee's fault, pursuant to Art. 52 § 1 of the Act of 26 June 1974 – Labor Code (consolidated text Dz. U. of 2022 item 1510 as amended),

2) in relation to the Staff other than mentioned in point 1) – shall constitute a gross breach of contracts concluded by those entities with Fabryka Kart Trefl-Kraków that constitutes an independent basis, regardless of the content of the contracts themselves, for their immediate termination or respectively withdrawal from them and in any conditions shall constitute culpable circumstance on the part of the Staff or Contractor of Fabryka Kart Trefl-Kraków, and apart from this shall be the basis for bringing those entities to criminal responsibility resulting from generally applicable provisions of law.

§6.

Obligations of Contractors

1. Each Contractor ensures that its Staff, including but not limited to, its employees, subcontractors, representatives and other intermediaries will not offer, hand, promise the handing, mediate in the handing or allow the handing to any person, including public Persons and that they also will not solicit, accept or express its consent to accept, directly, or indirectly, of any undue financial or personal Benefits, for themselves or for any other person in exchange for an act or omission of an act in the performance of entrusted functions.

2. The provision of par. 1 does not apply in cases:

1) where the Financial or Personal Benefit is related to an existing legal relationship or generally applicable provisions of law,

2) of normal, fully transparent economic and personal relations, generally and customarily accepted and not giving rise to any ethical, moral and equity doubts.

3. Contractors shall be obliged not to use and to combat Corruption and money Laundering in all of their economic activities, as well as in relations other than those with Fabryka Kart Trefl-Kraków.

4. Whenever it gains knowledge of even a threat of Corruption and, money Laundering within the relationship with Fabryka Kart Trefl-Kraków or outside this relationship, in any circumstances related to the activities of Fabryka Kart Trefl-Kraków, a Contractor shall be obliged to:

1) immediately report to Fabryka Kart Trefl-Kraków any details of each such event; such report should be submitted to the contact person assigned legally or actually to a given Contractor, and if there is no such person – to the General Director of Fabryka Kart Trefl-Kraków or to its administrative Staff, or the report may be sent to the address of Fabryka Kart Trefl-Kraków,

2) continuously ensure and monitor the compliance of Contractor's activities with the Anti-corruption Policy.

5. The provisions of §5 par. 10 applied to the Staff apply mutatis mutandis also to Contractors of Fabryka Kart Trefl-Kraków.

6. In the event of any breach of the obligation not to use and to combat Corruption and money Laundering in connection with any relations with Fabryka Kart Trefl-Kraków, a Contractor agrees to Fabryka Kart Trefl-Kraków carrying out an inspection, including making copies from Contractor's documents and digital data in connection with these circumstances, without prejudice to legally protected secrets through assuming by Fabryka Kart Trefl-Kraków or persons acting on its behalf of relevant obligations in this regard.

7. Fabryka Kart Trefl-Kraków undertakes to carry out the inspection, referred to in par. 6 with due regard for Contractor's trade secrets and without of exchange of any information potentially sensitive from the perspective of public competition law (antitrust law).

8. If, as a result of the inspection, referred to in par. 5 it is revealed that a Contractor has breached the obligation not to use and to combat Corruption and money Laundering from par. 3 Fabryka Kart Trefl-Kraków has the right to recover any possible costs incurred in connection with the inspection, which does not exclude the possibility to seek remaining compensatory damages on general terms or in connection with other legal relationships between the Contractor and Fabryka Kart Trefl-Kraków.

13. Non-compliance with the obligation not to use and to combat Corruption and money Laundering from par.

3, as well as other provisions of the Anti-corruption Policy shall constitute a gross violation of contracts concluded by a Contractor with Fabryka Kart Trefl-Kraków that constitute an independent basis,

regardless of the content of the contracts themselves, for their immediate termination or respectively withdrawal from them and in any conditions shall constitute culpable circumstance on the part of the Staff or Contractor of Fabryka Kart Trefl-Kraków, and apart from this shall be the basis for bringing the Contractor to criminal responsibility resulting from generally applicable provisions of law.

9. In any case, referred to in par. 6, they should notify their superior or the contact person in cooperation of a given member of the Staff on the part of Fabryka Kart Trefl-Kraków, maintaining as much as possible details and documented circumstances of the situation that has taken place.

§7.

Application of the Anti-corruption Policy

1. The Staff, which is responsible as part of the entrusted duties to implement and comply with the Anti-corruption Policy, including persons responsible for concluding contracts with the Staff or Contractors shall be obliged to:

- 1) undertake any actions in order to effectively apply the Anti-corruption Policy to each member of the Staff and Contractor,
- 2) know and understand the rules for application of the Anti-corruption Policy in the light of civil and labor law,
- 3) participate in trainings organized by Fabryka Kart Trefl-Kraków as regards the issues indicated in points 1 and 2.

2. The Anti-corruption Policy applies:

1) in relation the Staff that remain in an employment relationship with Fabryka Kart Trefl-Kraków as work regulations pursuant to Art. 104-1043 of the Act of 26 June 1974 – Labor Code (consolidated text Dz. U. of 2022 item 1510 as amended),

2) in relations to the Staff other than mentioned in point 1) and in relation to Contractors –

It shall apply as contractual template within the meaning of Art. 384 of the Act of 23 April 1964 Civil Code (consolidated text Dz. U. of 2022 item 1360, as amended).

3. In connection with the provision of par. 2 point 2 the Staff which is responsible as part of the entrusted duties to implement and comply with the Anti-corruption Policy, including persons responsible for concluding contracts with the Staff and Contractors shall be obliged to ensure that to the content of relevant contracts shall be introduced content ensuring the application of the Anti-corruption Policy in those legal relationships.

4. Fabryka Kart Trefl-Kraków shall ensure the organization of actions indicated in par. 3.

§8.

Implementation of the Anti-corruption Policy

1. Persons Implementing the Anti-corruption Policy acknowledge that the procedure for implementation and application of the Anti-corruption Policy is different in the case of the Staff of Fabryka Kart Trefl-Kraków that remain in an employment relationship with Fabryka Kart Trefl-Kraków and in relation to persons that remain in civil law relationships with Fabryka Kart Trefl-Kraków.
2. Persons undergoing practical training or internship in Fabryka Kart Trefl-Kraków, even if it is unpaid should also have with Fabryka Kart Trefl-Kraków a concluded civil law contract and the Anti-corruption Policy should also apply to it.
3. The case where an actual member of the Staff of Fabryka Kart Trefl-Kraków does not have a contract concluded with Fabryka Kart Trefl-Kraków, and they are requested to oblige to comply with the Anti-corruption Policy is of an exceptional nature and should be consulted with their superiors.
4. In the case of employment contracts, the Anti-corruption Policy is one of the work regulations in Fabryka Kart Trefl-Kraków, and in the case of civil law contracts, the Anti-corruption Policy constitutes an annex to those contracts and at the same time part of their content. In the latter case, that is in the case of civil law contracts with members of the Staff of Fabryka Kart Trefl-Kraków Persons Implementing the Anti-corruption Policy must ensure that each such contract contains express reference to the application of the Anti-corruption Policy and that the Anti-corruption Policy is made available to a given member of the Staff of Fabryka Kart Trefl-Kraków prior to conclusion by them of the contract in a way that is traceable by Fabryka Kart Trefl-Kraków and that making available provable (i.e. printed and signed annex to the contract, electronic attachment to the contract together with the contract, PDF sent to a private email before conclusion of the contract with Fabryka Kart Trefl-Kraków).
5. Persons Implementing the Anti-corruption Policy shall be obliged as part of their duties to know and apply the rules for implementation and ensuring the application of the Anti-corruption Policy. On its part Fabryka Kart Trefl-Kraków shall ensure these persons adequate training and documents that allow the fulfillment of these duties.
6. Change of the Anti-corruption Policy and its implementation in that changed version requires to be undertaken by Persons Implementing the Anti-corruption Policy in steps analogical to those indicated in the above points, according to knowledge obtained in the manner specified in or resulting from par. 2-4.
7. Persons Implementing the Anti-corruption Policy must in particular remember that the mere fact that the Anti-corruption Policy exists does not mean that it applies to members of the Staff of Fabryka

Kart Trefl-Kraków. Similarly, Persons Implementing the Anti-corruption Policy know and understand that the Anti-corruption Policy must each time in due course be established by part of the contract with a given person even if that person knows the content of the Anti-corruption Policy from previous cooperation with Fabryka Kart Trefl-Kraków.

§9.

Entry into force

1. The Anti-corruption Policy enters into force upon approval by a resolution of the Management Board, provided that its application to the Staff Contractors requires undertaking actions indicated in §7 and §8.
2. Changes to the Anti-corruption Policy shall be introduced pursuant to par. 1 taking into account §7 and §8.
6. Each Employee has the obligation to become acquainted with the IAP and to submit an appropriate declaration in this respect to the HR department. It is recommended that the declaration be submitted before commencing work. A signed declaration shall be attached by the Employer to the Employee's personal files. Template of the declaration constitutes Annex No. 1 to the IAP

Podjęte, dnia 31. 01. 2023 r.

CEO
Jan Polak