

Appendix no. 5 to the General Terms and Conditions of LUX MED Group Insurance - GTC Code G/006/2026/C

STANDARD CONTRACTUAL CLAUSES APPLICABLE TO INSURANCE CONTRACTS CONCLUDED BY LMG FÖRSÄKRINGS AB SA ODDZIAŁ W POLSCE (BRANCH IN POLAND)

§ 1 General Provisions

1. The following clauses constitute an integral part of the group insurance agreement concluded on the basis of the General Terms and Conditions of LUX MED Group Insurance (GTC) – GTC code No. G/006/2026/C (hereinafter: the **“Agreement”**) entered into by the **Policy Holder** with LMG Försäkrings AB with its registered office in Stockholm, Sweden, operating in Poland via its branch: LMG Försäkrings AB Spółka Akcyjna Oddział w Polsce with its seat in Warsaw, KRS No. 395438 (hereinafter: the **„Insurer”**). The Policy Holder and the Insurer are jointly referred to as the **“Parties”** or individually as a **“Party”**.
2. Each Party represents that their obligations and representations set out in this Appendix, including among others warranties and assurances, shall respectively remain in force and effect throughout the term of the Agreement.
3. If the Party breaches any of the clauses of this Appendix, by failing to comply (fully or partially) with any of the obligations set out in this Appendix or by making any representation given in this Appendix which is found to be (in any respect) untrue, this shall result in (i) a loss of confidence in the Party that has breached such an obligation or made such a representation inconsistent with the factual status (**“Breaching Party”**), (ii) a gross breach of the provisions of the Agreement, and (iii) a valid reason justifying the termination of the Agreement by the Insurer who is not the Breaching Party; in such a case the other Party (the **“Authorised Party”**) shall be entitled to terminate the Agreement with immediate effect without notice due to the fault of the Breaching Party, or terminate the Agreement with 1 (one) month notice as well as to claim compensation for damage incurred as a result of an illegal or immoral act or omission of the Breaching Party.
4. The choice any of the right referred to in section 3 above, as well as the decision regarding its application to the Agreement, is at the sole discretion of the Authorised Party.
5. In the event that the Authorised Party exercises any of the rights referred to above, the Breaching Party shall not be entitled to any claims against the Authorised Party (excluding respectively claims for reimbursement of overpaid insurance premium for the period in which insurance cover was not provided or payment of insurance premium for the period of time when the Insurer was liable pursuant to the Agreement).

§ 2 Anti-Corruption Clause

1. Each Party represents that it is aware that the other Party and the companies belonging to the Capital Group of the other Party are guided in their business activities by ethical business principles, providing for zero tolerance for corrupt behaviour and requiring contractors and entities cooperating with the companies belonging to the Capital Group of the other Party to comply with best practices, including laws and regulations and good morals. **“LUX MED Capital Group”**, the Insurer belongs to, shall mean LUX MED Sp. z o. o. with its seat in Warsaw, Poland, with KRS No. 265353 (hereinafter **“LUX MED”**) and LUX MED's subsidiaries, which shall be understood as: (i) entities in relation to which LUX MED is a parent company or which are a parent company of LUX MED within the meaning of Article 4 § 1 item 4 of the Act of 15 September 2000 - Code of Commercial Companies (hereinafter: **“CCC”**) and (ii) affiliated entities of LUX MED within the meaning of Article 4 § 1 item 5 of the CCC, and (iii) entities belonging together with LUX MED to the same corporate group within the meaning of Article 3(1)(44) of the Accounting Act of 29 September 1994 and (iv) entities belonging together with LUX MED to the same tax corporate group within the meaning of Article 1a(1) of the Act on Corporate Income Tax of 15 February 1992. **“Capital Group of the Policy Holder”** constitutes the Policy Holder and companies related to the Policy Holder within the meaning indicated in this subsection
2. Each Party declares that, in connection with the provision of services that are the subject of the Agreement, it undertakes to act only in accordance with the law and good morals. Each Party undertakes not to offer or give any personal or financial benefits to influence the decision of any natural or legal person, and not to participate in any agreements or arrangements intended to influence the decision of any natural or legal person in any manner contrary to the law or good morals. Each Party shall be obliged to comply with all applicable laws and regulations, including anti-corruption laws and regulations, and shall be obliged to refrain from any actions that that might result in the other Party's breach of applicable laws or damage to the other Party's reputation.
3. Without limiting of the Parties' obligations set forth in this article, each Party hereby represents and warrants that during the performance of the Agreement for the benefit of the other Party:
 - a. no payment made or due to be made to it has been or shall be made to any other person, unless the obligation to pay resulted or will be resulted from law or from existing documented obligations of it, assumed in good faith;

- b. it has not paid, offered, donated or promised to pay or donate, and did not authorise any person to pay or donate, directly or indirectly, any money or anything of value in exchange for financial benefits or influencing a decision to purchase its goods or services (in particular, a decision to enter into the Agreement).
4. If there is a reasonable suspicion that the other Party is in breach of this clause, the suspecting Party shall be entitled to verify the suspected Party's documentation (including accounting records) relating to the performance of the Agreement. At suspecting Party's request, the suspected Party shall make the documentation available to the suspecting Party immediately, i.e. no later than within 7 (seven) business days, for verification purposes.

§ 3 Social Clause

1. Each Party absolutely requires the other Party to respect human rights and treat employees with dignity and respect.
2. Each Party represents that it does not use and undertakes not to use forced or slave labour, labour resulting from the need to repay a debt to the employer or involuntary labour of prisoners in any of its business activities, and it has never requested and undertakes not to request its newly employed employees to deposit any documents or monetary values.
3. Each Party represents that it does not use and undertakes not to use child labour in any of its business activities. Each Party represents that it knows the rules that juveniles (persons under 18 years of age) may be employed only in conditions that do not threaten their health, and only if the age of the juvenile employee exceeds the minimum age limit for employees applicable in a particular country or the age limit for the compulsory education, and undertakes to comply with these rules.
4. Each Party represents that it provides and undertakes to continue to provide its employees with a workplace in which any forms of harassment or discrimination – such as discrimination because of race, colour, age, gender, sexual orientation, ethnicity, disability, belief, membership in political organisations, trade union membership or marital status – are prohibited, in all its business activities. Each Party represents that it does not apply and undertakes not to apply corporal punishment or cruel or otherwise unlawful disciplinary measures.
5. Each Party represents that it remunerates and undertakes to remunerate employees in accordance with the applicable remuneration regulations, in all its business activities.

§ 4 Economic Sanctions Clause

1. Each Party represents that the Agreement does not obligate the other Party and cannot obligate the other Party to perform any act, including but not limited to payment for any delivery of goods or services, to the extent it would violate trade or economic sanctions imposed under United Nations resolutions or laws or regulations of any jurisdiction to which the other Party is subject, including but not limited to sanctions imposed by:
 - a) European Union,
 - b) United Kingdom,
 - c) USA,
 - d) Poland,

in particular, any sanctions listed or ascertainable on the following pages:

<https://www.un.org/sc/suborg/en/sanctions/information>

<https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/>

<https://sanctionssearch.ofac.treas.gov/>

<https://www.sanctionsmap.eu/#/main>

<https://www.gov.pl/web/mswia/lista-osob-i-podmiotow-objetych-sankcjami>

(hereinafter “Sanctions” or “Sanction”, as appropriate).

2. If the need arises to ensure compliance of the Agreement with the regulations imposing Sanctions, each Party reserves the right to take any reasonable action that, in its opinion, is necessary to ensure compliance. The other Party acknowledges that this may limit, delay or prevent the performance, under the Agreement, of the obligations of the Party taking such action and consents to this.
3. Each Party warrants that:
 - 1) none of the shares in its share capital is owned (directly or indirectly) or controlled in any way, or pledged or subject to usufruct for the benefit of:
 - a) to the best of the Party's knowledge - any sanctioned entities (meaning any natural person or any entity, including a legal person or an unincorporated organisational unit, covered by the Sanctions or affected by the Sanctions) and entities related to them either in terms of capital or in terms of persons,
 - b) to the best of the Party's knowledge – any entity or person that benefits from the capital or financing provided by the sanctioned entity,
 - 2) it is not an entity subject to the Sanctions and none of its members of its governing bodies and executive-level employees and associates are subject to the Sanctions,

- 3) it does not have business relations with entities on which Sanctions have been imposed, (in particular, it does not export, or import, technology or services from or to the Sanctioned Countries, especially in connection with the conflict in Ukraine), and in the event of their imposition in the future, it will immediately terminate or withdraw from contracts concluded with Sanctioned Entities,
- 4) it does not, with its financial resources, funds, and economic resources, directly or indirectly support (i) the Russian Federation's aggression against Ukraine, or (ii) human rights violations or repression of civil society and democratic opposition, or (iii) entities whose activities pose other serious threats to democracy or the rule of law in the Russian Federation and Belarus,
- 5) its beneficial owner is not a person listed on the Sanction lists mentioned in section 1 of this article.

§ 5 Counteracting Money Laundering and Terrorism Financing Clause

1. The Party which is an obliged institution within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("**Act**") represents that it has in place and maintains all policies, procedures and control systems necessary to prevent violations of the Act and the Party which is not an obliged institution represents that, within the scope of its business activities, it takes measures with due diligence to prevent violations of the provisions of this Act.
2. The Party declares that it has not established and does not intend to establish business relations with a high-risk third country or countries, by which is meant a country identified on the basis of information from reliable sources (including reports of evaluations of national anti-money laundering and counter-terrorist financing systems, conducted by the Financial Action Task Force (FATF) and its authorities or organisations related to it), as one of that: (i) not having an effective anti-money laundering or counter-terrorist financing regime or (ii) having significant deficiencies in its anti-money laundering or counter-terrorist financing regime, in particular a third country identified by the European Commission in a delegated act adopted pursuant to Article 9 of Directive 2015/849 or other relevant acts.

§ 6 Tax Clause

1. Each Party undertakes, in connection with the negotiation, conclusion and execution of the Agreement or any part thereof:
 - 1) not to engage in any activity, practice or behaviour that would constitute:
 - a) tax fraud,
 - b) tax avoidance
 - c) facilitating tax avoidance by other entities; and
 - 2) to have and apply at all times during the term of the Agreement controls, guidelines or such policies and procedures as are designed to (i) prevent: tax fraud, tax avoidance, facilitation of tax avoidance by other entities (including, but not limited to, employees and associates of the Party) and (ii) ensure compliance with this section; and
 - 3) promptly notify the other Party, at least in documentary form, sent by an e-mail – otherwise such notification being null and void – of any violation of the provisions of this section by itself or of its becoming aware of tax fraud, tax evasion or facilitation of tax evasion perpetrated by other entities, including its employees or collaborators, in connection with the negotiation, conclusion or performance of the Agreement or any part thereof.

§ 7 Fraud Clause

1. Each Party represents that it is taking all reasonable steps, consistent with good industry practice, to prevent fraud by the Party (including, but not limited to, by its employees, associates, members of bodies) or its subcontractors and will notify the other Party immediately if it becomes aware that fraud has been committed in connection with the conclusion or performance of the Agreement.
2. Each Party shall have the right, in justified cases, to verify all the Agreement-related data (including invoices, statements and other documents) received from the other Party with the relevant authorities (including law enforcement authorities) in order to prevent or detect false or misleading information or fraudulent activity.

§ 8 Beneficial Owner Clause

1. Each Party represents that it is the beneficial owner of all receivables due to it under the Agreement, within the meaning of income tax regulations, i.e. it meets all of the following conditions:
 - 1) receives the receivables for its own benefit, including deciding for itself what to do with the receivables, and assumes the economic risk associated with the loss of the receivables or a portion thereof,
 - 2) is not an intermediary, representative, trustee, or other entity obligated to transfer all or part of a receivable to another entity,
 - 3) carries out actual economic activity in the country of its registered office (residence), if the receivables are obtained in connection with its business activity.

2. This statement of each Party is valid until further notice. The Party undertakes to immediately notify the other Party of any changes in the scope of the statement made by it above. The notification should be at least in documentary form, sent by an e-mail; otherwise it shall be null and void.

LMG FÖRSÄKRINGS AB S.A.
ODDZIAŁ W POLSCE

GRUPA LUXMED 

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KRS: 0000395438

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Share capital: EURO 5 800 000,00