

AUTOROBOT-STREFA CODE OF BUSINESS ETHICS

Autorobot-Strefa Sp. z o.o.

NIP/PL 6342266684;

Sąd Rejonowy w Gliwicach X Wydz. Gosp. Krajowego Rejestru Sądowego

KRS NR 0000156775 - Kapitał zakładowy: 5.114.050,00 PLN

Ul. Leona Wyczółkowskiego 29, 44 -109 Gliwice - Polska

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FOREWORD

We believe that the best business relationship is built based on respect and mutual benefit. That is why we always try to understand and anticipate the needs of our customers, suppliers and other stakeholders, act honestly and act responsibly and fairly.

Building a market economy is associated with the need to comply with the principles of ethics and entrepreneurial culture. Autorobot-Strefa recognizes the pursuit of honesty and reliability in business operations among a growing group of entrepreneurs for whom compliance with ethical standards and generally accepted patterns of behaviour is becoming a fact.

Actions aimed at ensuring high quality of products and services, reliability towards contractors and the environment testify to a responsible approach to managing the company and is one of the sources of success.

In conditions of high competition, a company cannot operate in the long run without a favourable assessment of the environment and without compliance with ethical standards.

Autorobot-Strefa takes the position that it is necessary to maintain essential ethical values in all activities of the company and recognition of commitments towards everyone interested in the company's operations. Honesty is a prerequisite for achieving stability and business success.

The company's reputation and trust in it is one of the greatest values.

Adoption of the Code of Business Ethics should mean recognition of these values and a commitment to regularly monitor compliance with adopted standards.

OUR FUNDAMENTAL VALUES

RESPECT AND INTEGRITY

We follow standards and principles based on ethical models, therefore we treat others with respect, we respect their dignity and value the diversity of views, cultures and origin. We respect the contributions of others and try to find out their point of view.

We deal fairly with suppliers, customers and other business partners.

COMPLIANCE WITH LAW

We comply with national and international law as well as fundamental ethical standards set by the United Nations.

SENSE OF RESPONSIBILITY

We seek to ensure our each single word has value. We remain our commitments to ourselves and to others, trying to do the right thing. We accept the consequences of our own actions. By admitting mistakes, we do not attack the people who try to proceed properly by asking questions or raising concerns.

COURAGE AND PURSUIT OF EXCELLENCE

We promote ethical attitudes and behaviour in every aspect of business cooperation among our employees, customers, suppliers, business partners. We run our business with a view to constantly improving the competences of our employees and the use of the latest technologies.

COMMITMENT

We strive to positively influence the lives of our employees and their families and the communities in which we operate.

ETHICAL BUSINESS PRACTICES

CUSTOMER RELATIONS

Autorobot-Strefa in relations with clients builds its relations based on respect for law, responsibility and trust. We follow the letter of the law, which is why we do not accept all forms of corruption and unfair competition.

We expect our customers and suppliers to be involved in socially responsible business activities and to comply with the principles and values set out in the Autorobot-Strefa Code of Business Ethics.

These rules apply to all interactions between Autorobot-Strefa and other entities, regardless of whether they are companies, individuals, company employees or government officials. In the interests of customer trust, Autorobot-Strefa declares that offers and contracts are drawn up in a clear, legible and understandable way. The information provided allows customers to make informed choices. Delivered products and services are safe for users and the environment. Autorobot-Strefa market success largely depends on the ability to maintain lasting business relationships with customers. We follow the principles of openness, reliability and integrity in all dealings with clients.

We build relationships with clients based on the most important values for us, such as professionalism and respect:

- We are guided by the principle of our customer's best interest,
- We provide competent and professional service,
- We are open to customer expectations,
- We provide full and reliable information about products and services offered,
- We care about the protection of information and personal data,
- We provide clients with services and products of the highest quality,
- We strive to create partnerships with clients based on respect for rights and mutual trust.
- We avoid unequal treatment and discriminatory behavior towards clients

ETHICAL BUSINESS PRACTICES

Financial responsibility and reliable accounting

Autorobot-Strefa Sp. z o. o. operates in accordance with legal provisions regarding keeping accounting books, registering invoices and making settlements in a reliable and transparent manner, so as to reflect all transactions made in detail and truthfully. We particularly care about the correctness of financial records and accounting, and special responsibility rests with those employees who, as part of their official duties, have access to such data and use it in their daily work.

Financial responsibility and reliable accounting are carried out in accordance with the following principles:

- we do not hide the actual status of transactions,
- we do not create undisclosed or unregistered funds or financial resources for any purpose,
- we do not create false accounting entries and do not manipulate data presented in reports,
- we accept and process payments of verified invoices, consistent with the actual status.

ETHICAL BUSINESS PRACTICES

RELATIONS WITH COMPETITORS

We follow ethical principles when dealing with clients and business partners conduct and principles of fair competition.

We also do not accept arrangements with business partners and third parties to give up competition, to submit fictitious bids, to divide clients or commercial areas.

We also do not allow improper favouritism or exclusion of contractual partners. What's more we expect our business partners to take full responsibility to ensure that the principles of fair competition are respected.

Our rules:

- We believe that fair and open competition best serves our company, our clients, employees and society as a whole. It affects efficiency and innovation, which is the basis of a well-functioning market economy,
- We do not enter into any agreements with representatives of competitors to restrict competition,
- We do not discuss or exchange commercially sensitive information.

CORRUPTION AND BRIBERY PREVENTION

Autorobot-Strefa adheres to the rules of fair competition, prevents bribery, illegal payments and corruption. In Autorobot-Strefa, it is forbidden to offer and accept bribes or other illegal services in order to conclude or retain transactions, the employees of Autorobot-Strefa cannot derive any benefits or help in obtaining benefits from the occasions that may arise as a result of unauthorized use of information taken in connection with employment in Autorobot-Strefa or holding a position in the company.

In our business, we use and respect anti-corruption principles:

- We promote the principles of ethics and integrity in interpersonal and business relationships
- We do not accept any corrupt activities that could contribute to damaging the good name of Autorobot-Strefa,
- We do not accept any form of bribery consisting of accepting, giving or claiming financial or personal benefits in order to achieve a specific goal without following standard procedures,
- We do not accept paid favoritism in the form of dealing with all kinds of matters in exchange for financial benefits or promises of receipt,
- We do not accept offering or accepting inappropriate gifts or other financial benefits.
- The exception to the above is receiving individual gifts and marketing marked with the logo of the giving company with an estimated value of up to PLN 100 (e.g. pens, notebooks, calendars, etc.) and taking samples of products,
- We do not accept the receipt of offers for sponsored trips or other activities outside the company. Only sponsored trips within the scope of acquiring new skills or professional competences are allowed.

MONEY LAUNDERING

We do not accept money laundering meaning activities aimed at introducing into the lawful circulation of money or other property values obtained from illegal sources or used to finance illegal activities. Illegal trading of money occurs when funds obtained illegally (from criminal activities such as the organization of crime, bribery, corruption or terrorism) are entered into legal, financial and economic circulation to conceal their origin or the identity of the owner.

Autorobot-Strefa maintains business contacts only with companies that enjoy respect and reputation, whose activities are legal and whose funds come from legal business activities.

To this end, Autorobot-Strefa follows local and international law regarding the illegal trading of money and does not maintain business contacts with companies suspected of illegal activity.

Our rules are as follows:

- We do business only with clients with good reputation and business partners who deal with legal activities based on funds from legal sources,
- We pay attention to payments made by or for someone who is not a party to the contract,
- We pay attention to payments directed to foreign accounts or from foreign accounts or accounts in countries outside our home markets,
- We pay attention to requests for payments to accounts other than those specified in the respective contracts,
- We pay attention to cash payment requests

CONFLICT OF INTERESTS

Employees and third parties concerned must be free from conflicts of interest that could have a negative impact on their judgment, objectivity or loyalty to the company in conducting Autorobot-Strefa business operations and performing business tasks.

Employees have to avoid situations in which personal interests could improperly affect or give the impression of such an impact on the assessment of the business situation.

Employees may participate in legal financial, business, charity and other activities beyond their work in Autorobot-Strefa, but any actual, potential or suspected conflicts of interest arising from these activities must be promptly reported to management and updated periodically.

INFORMATION AND DATA PROTECTION

One of the company's most important resources is the information it produces in the course of its business. This applies to all information and data that may be relevant to the company, useful to competitors, or harmful to Autorobot-Strefa or our customers if disclosed in an unauthorized manner. Information and data that are particularly sensitive and confidential include trade secrets, classified information of Autorobot- Strefa regarding its own assets, financial results, technologies, business plans and business strategies, intellectual property, as well as information and data of our suppliers and customers.

Information and data protection is very important for the further development of the company and strengthening its competitiveness. Autorobot-Strefa protects all particularly sensitive, classified and confidential information and does not disclose or misuse it.

Any type of information that may be useful to competitors or in the event of disclosure could harm the company or its customers, the employees are obliged to protect.

All employees must be aware that the unauthorized disclosure of sensitive information and data may adversely affect the competitiveness of the company or its customers and cause the employee and the entire company to be held responsible.

The unauthorized use or distribution of sensitive, classified and confidential information violates our Code and may be unlawful.

The document which consist information about data processing at Autorobot-Strefa Sp. z o.o. is the integral part of this Code of Business Ethics.

COMPLIANCE WITH INTERNATIONAL TRADING RULES

Autorobot-Strefa complies with applicable International trade laws, including export Controls, embargoes and sanctions.

Therefore, Autorobot-strefa Sp. z o. o.:

1. complies with all international economic sanctions and export restriction laws
2. does not conduct business with persons, entities, organizations or countries that are subject to international economic sanctions;
3. does not participate, directly or indirectly, in or support money laundering.

REPORTING SUSPICIONS

In the event of any issues related to alleged bribery, bribery, corruption, money laundering, disclosure of information and data, or if there are any suspicions in this respect, please inform the President of the Autorobot-Strefa company or send a notification to:

etyka@autorobotstrefa.pl

AUTOROBOT-STREFA SP. Z O.O.

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www.autorobotstrefa.pl

Date: December 2023

**INFORMATION REGARDING THE PROCESSING OF PERSONAL DATA
IN AUTOROBOT-STREFA SP. Z O.O.**

(for people contacting Autorobot-Strefa Sp. z o. o. via the contact form on the website of Autorobot-Strefa Sp. z o. o. and submitting a complaint, who are not Autorobot customers)

Pursuant to Art. 13 section 1 and 2 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 Regulation on data protection) (OJ EU L of 04/05/2016, No. 119, p. 1), hereinafter referred to as "GDPR" and the Act of May 10, 2018 on the protection of personal data (Journal of Laws 2019, item 1781) we would like to inform you that:

1. The administrator of your personal data is Autorobot-Strefa Sp. z o. o. based in Gliwice: ul. Leona Wyczółkowskiego 29, 44-109 Gliwice,
telephone: (+32) 775 33 90,
e-mail: autorobot@post.pl
website address: www.autorobotstrefa.pl
In matters related to the processing of your data by the Administrator, you can contact us using the above address details.
2. The Administrator guarantees that he will process your personal data only for specific, explicit and legally justified purposes and will not further process them in a manner inconsistent with these purposes. The purpose of data processing is the reason why we process your personal data. Should the Administrator want to process your personal data for other purposes - not indicated below - you will be informed separately about the new purpose. The table below presents the purposes of data processing and their applicable legal basis. Your personal data will be stored for a period appropriate to achieve the indicated purposes.

Purpose	Explanation	Legal basis	length of the data processing period
Goals implemented within the so-called justified business administrator data	<p>- all activities aimed at answering the question submitted by you in the contact form or responding to your complaint,</p> <p>- protection against claims in connection with the business activity.</p>	Art. 6 section 1 letter f GDPR	<p>- until the question submitted in the contact form is answered, and then for 3 years in order to protect against possible claims</p> <p>- until the response to the complaint is provided, and then until the end of the calendar year in which the 6-year limitation period expires in order to protect against possible claims.</p> <p>In case of an ongoing dispute or proceedings, in particular court proceedings, the storage period will be counted from the date of termination of dispute or the final conclusion of the proceedings.</p>

3. The administrator processes your personal data obtained directly from you, provided in the contact form or sent directly by e-mail.
4. Who may your data be disclosed to?
Access to your personal data - within the Administrator's organizational structure - will be available only to employees authorized by the Administrator and only to the extent necessary. In the event of a complaint, your personal data may be disclosed by the Administrator to recipients outside its structure. The recipients of your personal data may be:
 - a) public authorities, institutions or third parties authorized to request access to or receive personal data on the basis of legal provisions, e.g. the Polish Financial Supervision Authority, Ministry of Finance, General Inspector of Financial Information, Financial Spokesman,
 - b) entities to which the Administrator entrusted the processing of personal data on the basis of concluded contracts, e.g. IT and other service providers processing data on his behalf,
 - c) companies or other institutions that may receive personal data in connection with the implementation of business activities and on the basis of legal provisions,
 - d) entities providing advisory and control services, e.g. audit companies,
 - e) entities processing data in order to issue legal opinions or provide legal representation, e.g. law firms,
 - f) entities operating within the Autorobot Group or entities from the capital group responsible for the implementation of contractual and legal obligations.
5. Pursuant to the principles set out in the provisions of the GDPR, you have the right to request from the Administrator:
 - a. access to the content of your personal data, including obtaining a copy of the data;
 - b. rectification (correction) of your personal data;
 - c. deletion of your personal data in the scope of data processed on the basis of your consent;
 - d. restrict the processing of your data when the correctness of personal data processing is questioned;
 - e. transfer your data in the scope of data processed on the basis of your consent.Additionally, you have the right to object to the processing of your personal data.
6. In order to answer a question submitted in the contact form or to submit a complaint, providing personal data is voluntary, but necessary to achieve this purpose.
7. If you consider that the processing of your personal data by the Administrator violates the provisions of the Regulation, you have the right to file a complaint with the supervisory authority, which is the Personal Data Protection Office.
8. The administrator does not process your data in an automated manner, which may result in automated decision-making, including decisions based on profiling.



NON-DISCLOSURE AGREEMENT

concluded in Gliwice on by and between:

..... with registered seat in, street,
entered in the Register of Entrepreneurs kept by the District Court for
Commercial Division of the National Court Register under the number:, share
capital; Taxpayer Id No.:, represented by:

.....

.....

hereinafter referred to as the **Recipient**

and

“Autorobot-Strefa” Sp. z o.o. with registered seat in Gliwice, ul. Leona Wyczółkowskiego 29,
entered in the Register of Entrepreneurs kept by the District Court for Gliwice, 10th Commercial
Division of the National Court Register under the KRS no.: 0000156775, share capital
PLN 5,114,050.00, Taxpayer Id No.: 6342266684, represented by:

Roberto Badellino, President of the Management Board

hereinafter referred to as the **Disclosing Party**.

The persons who represent the Parties agree that on the date the Non-Disclosure Agreement is
executed they are authorised to execute thereof and hereby execute the agreement worded as
follows:

Performance of an agreement/..... on may require
both parties' necessity to provide the company secret and protection of personal data
acquired or made available with reference to the performance of
..... The Parties conclude the Agreement worded as follows:

§ 1

Company secret

1. The Parties agree that for the purposes of this NDA, the term "Company Secret" includes all offers, orders, knowledge, know-how, financial, commercial, technical and operational data, public relations, research information as well as analysis, studies and business plans related to the Parties and their customers and partners' business, and all other information except for those which, at the time of disclosure or transmission to the other Party, shall be clearly identified as Non-Company Secrets.

§ 2

Information transmission

1. The Parties undertake to disclose to each other only such information being the Company Secret as is necessary for the performance of the agreement.
2. The Parties agree that, subject to § 4, all information shall be subject to the provisions of this Agreement. If information other than those required for the performance of is disclosed, it shall also be treated as Company Secret information in the meaning of the present Agreement.
3. The Company Secrets include information disclosed or provided by members of the Parties' authorities, their employees, accountants, representatives, advisers, consultants or agents, collectively referred to as "Representatives".

§ 3

Confidentiality

1. The Parties shall comply with the provisions of the Act of 16 April 1993 on Combating Unfair Competition in the scope of keeping the Company Secrets of the other Party's enterprise, and in particular shall keep confidential all and any the Company Secret information which has been entrusted to them by the other Party or obtained in connection with the performance of the agreement, processing information provided solely for the purpose for which it was entrusted to them, to protect it against unauthorized access or loss and not to transmit and disclose such information to any third party without the express prior written consent of the other Party.
2. The confidentiality obligation also extends to all collective studies, compilations, research and other documents in so far as they contain or are based on any information covered by the Company Secret.
3. The Parties also agree that in the event that any of them act in relation to other persons involved in or connected with the performance of the agreement or any third parties, including as a proxy of the Party, the Company Secret information shall be transmitted to such third parties only with the written consent of the other Party.

4. The Parties shall comply with the provisions of the Act of 25 May 2018 r. (Journals of Law Dz.U.2019 nr. item. 1781) on the Personal Data Protection, as well as the Regulation 2016/679 (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the personal data processing and on the free movement of such data and repealing the Directive 95/46/EC (GDPR) and shall not use or process in any way the personal data they shall have access to as a result of the cooperation for purposes other than the agreement performance.
- 4.1 The Parties shall ensure confidentiality of the personal data collected or received in connection with the performance of the agreement and in particular shall not transmit, disclose or use to/by unauthorised persons during the term of this agreement and for unlimited term after its termination, and shall use such information only for purposes mentioned in this agreement.
- 4.2 The Recipient shall ensure protection of the personal data collected or received in connection with the performance of this agreement, in accordance with the provisions of the Personal Data Protection Act of 25 May 2018 r. on the Personal Data Protection and in accordance with the GDPR Regulation.
- 4.3 The Recipient shall be liable for damage caused by processing of personal data in breach of the agreement, in particular damage caused by loss, improper storage or use of documents being the personal data carrier.
- 4.4 If the agreement entitles the Recipient to perform the agreement with the participation of third parties, the provisions of the preceding paragraphs shall also apply to such persons, and the Contractor shall be liable for acts or omissions of persons it uses or entrusts with the performance of the agreement or its part, as for its own acts or omissions.
- The Recipient shall ensure and constantly update personal authorisations of the employees appointed to perform the agreement and immediately transfer them to the Disclosing Party.

§ 4

Restrictions on confidentiality obligations

1. The Parties agree that the Company Secret information and the confidentiality obligations shall not include information which:
- a) is generally known, previously made public, including lawfully disclosed, without violating the obligations covered by this Agreement
 - b) have previously been confirmed in writing by the transmitting party,
 - c) disclosure is required by legal provisions to the extent specified by applicable law,
 - d) has already been in the possession of the receiving party.

2. The Parties also agree that the relevant Party will be released from the obligation to keep confidential information covered by the Company Secret in the event that the obligation to disclose it results from mandatory provisions of law. In any such event, the disclosing Party will be required to:

- a) immediately inform the other Party about the obligation to disclose information covered by the company's Secret, for the benefit of persons whose disclosure is to take place or took place
- b) disclose only the part of the information covered by the business secret that is required by law,
- c) take all possible steps to ensure that the disclosed information covered by the Company Secret will be treated confidentially and used only for the purposes justifying its disclosure.

§ 5

Other obligations of the Parties

- 1. The Parties undertake that all carriers including Company Secret information shall be returned to the other Party at its request, after it has been used for the agreement purposes. Copies of such carriers, the creation of which is permitted only to the extent and quantity justified by the agreement performance or the purpose indicated by one of the Parties, shall be returned or disposed of simultaneously with the return of the original carriers to one of the Parties. Carrier reproduction or multiplication shall require a written consent of the other Party. The obligation indicated above does not apply to automatically generated electronic backups.
- 2. The Parties agree that either Party may at any time require the return of any or all Company Secret information, along with appropriate carriers and prohibit its further use.
- 3. The Parties agree that any information in public domain or notices concerning cooperation or negotiations on cooperation shall require a mutual understanding between the Parties as to their content, form, manner and place of publication.

§ 6

Prohibition on the use of Company Secret information

The Parties agree to disclose the Company Secret information exclusively in connection with negotiations, enquiries, orders, performance of agreement and the agreement performance purposes. In this connection, the Parties agree that neither Party shall use proprietary information obtained from the other Party for any other purpose, either during or after the execution of the cooperation or after its termination or withdrawal.

§ 7

Infringement of the Agreement

1. If either Party breaches any obligation under this Agreement, the other Party shall have the right to demand immediate cessation of the breach and removal of its effects. A request to cease infringements and remove consequences thereof should be sent to the other Party in writing with a maximum 7-day deadline for execution of the request.
2. In the event of failure to comply with the request described above or in the event the violation has caused irreversible consequences, the affected Party may seek compensation equal to the amount of damage actually suffered as a result of the violation of the Agreement provisions.

§ 8

Term of Agreement

This Non-Disclosure Agreement shall remain in force for the entire term of the Agreement as also 10 years after termination thereof .

§ 9

Notices

1. All notices, summons and other information required or permitted by the Agreement shall be made in writing and deemed to have been effectively served if:
 - a) delivered personally,
 - b) sent by courier or post (with return receipt) or,
 - c) sent by fax, but a copy of the fax message shall be without delay sent in accordance with the provisions of subparagraphs (a) and (b). The notices and other information referred to in this Agreement shall be delivered to the addresses indicated at the beginning.
 - d) sent electronically via e-mail
2. Any notice or other correspondence shall be deemed to have been served on the service date, in accordance with the provisions of Polish law.
3. Service at the addresses indicated above shall be deemed effective unless the relevant Party to the Agreement, by notice served on the other Party in accordance with this clause, notifies the other Party in advance of any address change.

§ 10

Amendments to the agreement

Any amendments and modification to the Agreement shall be null and void unless made in writing in form of annexes.

§ 11

Final provisions

1. To all matters not settled herein, the provisions of the Act of 16 April 1993 on Combating Unfair Competition, the Act of 29 August 1997 on Personal Data Protection, the GDPR Regulation and the Civil Code shall respectively apply.
2. Whenever possible, the Parties shall settle all disputes arising out of this Agreement on amicable basis.
3. The Agreement was made in duplicate one copy for each Party.

Recipient:

Disclosing Party:

.....
(date and signatures)

.....
(date and signatures)