

# **REGULATIONS OF THE SUPERVISORY BOARD OF WIELTON S.A.**

of 21 August 2020, as amended by the OGM on 23 June 2022.

## **I. GENERAL PROVISIONS**

### **Article 1**

The regulations define detailed rules and manner of convening and conducting works by the Supervisory Board of WIELTON S.A.

### **Article 2**

The terms used in the regulations have the following meaning:

1. Regulations - the present regulations adopted by resolution of the General Meeting of WIELTON S.A.
2. Company - WIELTON S.A. with its registered office in Wieluń.
3. Statute - statute of WIELTON S.A.
4. General Meeting - the General Meeting of WIELTON S.A.
5. Supervisory Board, Board - supervisory board of WIELTON S.A.
6. Management Board - management board of WIELTON S.A.
7. Independent Member of the Supervisory Board - Member of the Supervisory Board meeting the requirements specified in the Statute.
8. Authorised Stockholder - stockholder holding personal rights to appoint and cancel members of the Supervisory Board under Article 10 par. 2,3,4,5 of the Statute.
9. President - President of the Supervisory Board.
10. Deputy President - Deputy President of the Supervisory Board.

## **II. COMPOSITION OF THE SUPERVISORY BOARD, TERM OF OFFICE OF THE SUPERVISORY BOARD**

### **Article 3**

1. The Supervisory Board is a collegial body and is composed of from 5 (five) to 8 (eight) members.
2. The Members of the Supervisory Board are appointed by the General Meeting and the Authorised Stockholders.
3. The Members of the Supervisory Board are appointed for the joint term of office (Joint Term of Office).
4. The Supervisory Board selects the President of the Supervisory Board, the Deputy of the Supervisory Board and the Secretary, from among its members, at the first meeting of the new term of office.
5. During the term of office of the Supervisory Board, it can dismiss the President, the Deputy President and the Secretary of the Supervisory Board and leave those persons in the composition of the Supervisory Board, appointing other members of the Supervisory Board to perform those functions.
6. The term of office of a member of the Supervisory Board expires on the date of the General Meeting approving the financial statements for the last full accounting period of the Joint Term of Office.

7. The appointment of a member of the Supervisory Board appointed before the end of a given Joint Term of Office expires at the same time as appointments of the other members of the Supervisory Board.
8. A member of the Supervisory Board should not resign from performing the function if it could have a negative impact on the operation of the Supervisory Board, including adopting resolutions by the Supervisory Board.
9. A member of the Supervisory Board cannot accept benefits which could affect impartiality and objectiveness of their decisions or negatively affect assessment of independence of their opinions and judgments.

### **III. FIRST MEETING OF THE SUPERVISORY BOARD IN THE NEW TERM OF OFFICE**

#### **Article 4**

1. The first meeting of the Supervisory Board in the new term of office may be convened by any of its members.
2. The first meeting of the Supervisory Board in the new term of office should take place within two weeks after the date of appointing the Supervisory Board for a new term of office.
3. If the first meeting of the Supervisory Board in the new term of office does not take place in the period specified in par. 2 above, the first meeting of the Supervisory Board in the new term of office should be immediately convened by the Management Board.

### **IV. PRESIDENT AND DEPUTY PRESIDENT OF THE SUPERVISORY BOARD**

#### **Article 5**

1. President of the Supervisory Board:
  - convenes and presides the meeting of the Supervisory Board,
  - manages the works of the Supervisory Board,
  - signs employment contracts with the members of the Management Board on behalf of the Supervisory Board,
  - performs other actions connected with the employment relations of the members of the Management Board.
2. In the case of absence of the President, the Deputy President of the Supervisory Board presides the meetings of the Supervisory Board and signs contracts with the members of the Management Board.
3. In the case of absence of the President and the Deputy President, the meetings are presided by the eldest member of the Supervisory Board.

### **V. PROCEDURE OF THE SUPERVISORY BOARD**

#### **Article 6 (Convening meetings)**

1. The meetings of the Supervisory Board are convened if needed, however, at least three times in the accounting period.
2. The meetings of the Supervisory Board are convened by the President.
3. The Management Board or a member of the Supervisory Board may request convening the Supervisory Board, simultaneously providing the suggested agenda. The President of the Supervisory Board and in the case of their absence or problems with contacting them, the Deputy President, is obliged to convene such meeting within two weeks after the date of receiving the request.

4. The meetings of the Supervisory Board are convened by invitations in writing, prepared by the President or a member of the Supervisory Board or the Management Board convening the meeting pursuant to Article 389 par. 2 CCC, sent to all members of the Supervisory Board by registered letter.
5. The invitations can also be sent by electronic mail if a member of the Supervisory Board previously agreed for such form in writing, providing the address for such correspondence.
6. The invitation should be sent at least seven days before the date of the meeting.
7. The period of seven days does not have to be maintained if all members of the Supervisory Board granted their consent.
8. The invitation contains:
  - the suggested agenda,
  - date and time of the meeting,
  - location of the meeting.
9. The meeting of the Supervisory Board may be ordinary or extraordinary.
10. The meetings of the Supervisory Board are held in the extraordinary mode, namely without sending notifications of the meetings to the members of the Supervisory Board if all members of the Supervisory Board will be present at the meeting and none of them brings any objections concerning holding the meeting and the issues to be resolved by the Supervisory Board acting in the extraordinary mode, namely without convening the meeting.
11. The meetings of the Supervisory Board may be attended by the Management Board of the Company, unless the Supervisory Board decides otherwise in a resolution.
12. The meetings of the Supervisory Board may also be attended by other persons invited by the President of the Supervisory Board. However, the members of the Management Board and other persons participating in the meeting should leave the meeting for the duration of voting over the resolutions and discussing the issues concerning them directly.

#### **Article 7 (Adoption of resolutions)**

1. Subject to provisions of par. 5, the Supervisory Board may adopt resolutions if the invitations to the meeting were sent to all its members at least seven days before the date of the meeting and at least half of the members of the Supervisory Board participates in the meeting or written voting.
2. The members of the Supervisory Board may also adopt resolutions in special mode, namely:
  - a) casting their votes in writing through the agency of another member of the Supervisory Board. Voting in writing cannot refer to the issues introduced to the agenda at the meeting of the Supervisory Board,
  - b) in the written circulation mode without convening a meeting,
  - c) using direct remote communication methods (telecommunication means - telephone, teleconference, electronic mail etc., technical measures) without convening a meeting.
3. In the case of adopting resolutions in circulation mode as specified in par. 2 letter b) above, the date of adoption of a given resolution is the date when the President received a written resolution signed by all members of the Supervisory Board participating in voting, together with information whether a given member of the Supervisory Board votes for, against or abstain. The President sends resolutions to all members of the Board by registered letter or electronic mail (if a given member of the Supervisory Board previously granted their consent in writing) together with information that the President is going to wait for receiving back signed resolution for 21 days from the date of sending the draft resolution.

4. In the case of adopting resolutions using direct remote communication methods, namely as specified in par. 2 letter c) above, a resolution may be adopted provided that all members of the Supervisory Board have been notified about draft resolution using fax, electronic mail or another technical measure allowing sending a fixed draft of the resolution. The President or the Secretary draws up minutes from the course of voting in the above mode, which is signed by the members of the Supervisory Board participating in the voting at the nearest meeting.
5. A resolution of the Supervisory Board adopted in writing or using the direct remote communication methods is valid if all members of the Supervisory Board have been notified about the draft version of the resolution.
6. Voting of the Supervisory Board is open unless otherwise required by law, statute of the Company or regulations of the Supervisory Board.
7. The agenda should not be modified or supplemented during the meeting it refers to, unless all members of the Supervisory Board are present at the meeting and grant their consent for modification or supplementation of the agenda. The above requirement does not apply if taking specific actions by the Supervisory Board is necessary in order to protect the Company against loss and in the case of a resolution concerning assessment whether there is a conflict of interest between a member of the Supervisory Board and the Company.

#### **Article 8 (Forms of decisions)**

At the meetings of the Supervisory Board, decisions are made in the form of:

- a) opinions or motions to the General Meeting arising from the conducted supervisory and control actions,
- b) resolutions,
- c) in other forms, if needed.

#### **Article 9 (Voting)**

The resolutions of the Supervisory Board are adopted by absolute majority of votes. In the case of an equal number of votes, the vote of the President of the meeting decides.

#### **Article 10 (Minutes)**

1. The meetings of the Supervisory Board are recorded in minutes.
2. The minutes should contain at least: date of the meeting, names and surnames of the members of the Board and other participants of the meeting, agenda, number of votes cast for specific resolutions, other opinions and objections.
3. The minutes are signed by the President and the recording clerk. The minutes should be accompanied by the list of attendance signed by all members of the Supervisory Board participating in the meeting. If any of the members of the Supervisory Board refuses to sign the minutes, the President should mark such incident on the list and provide the reasons for such refusal. If a member of the Supervisory Board states that a decision of the Supervisory Board is against the interest of the Company, such member may request that their standpoint in such case is included in the minutes from the meeting of the Supervisory Board.
4. The Supervisory Board approves the content of the minutes from the previous meeting by a resolution.
5. Absent members acknowledge the adopted resolutions at the nearest meeting and confirm the above by affixing signatures to the minutes.
6. The minutes should be gathered in the minutes book.
7. The minutes should be stored in the Company's registered office.

### **Article 11 (Conflict of Interests)**

Any member of the Supervisory Board should notify the Supervisory Board about an existing or possible conflict of interests and refrain from discussing and voting on a resolution concerning that conflict of interests.

## **VI. DUTIES AND COMPETENCES OF THE SUPERVISORY BOARD**

### **Article 12 (General rules)**

Each member of the Supervisory Board should act for the benefit of the Company's interests and pursuant to independence of opinions and judgments, in particular:

- such member should not demand and accept unjustified benefits which could negatively affect assessment of independence of their opinions and judgments.
- should expressly report their objection and separate opinion in the case of stating that a decision of the Supervisory Board is against the interest of the Company.

### **Article 13 (Statutory competences)**

1. The Supervisory Board supervises the Company's activities.
2. The competences of the Supervisory Board include in particular:
  - a) evaluation of the Company's financial statements and the consolidated report of the Wielton Capital Group for the past accounting year in terms of their conformity with the books and documents and with the facts,
  - b) assessment of the Management Board's report on the activities of the Company and the Wielton Capital Group  
for the preceding accounting period with respect to their compliance with books, documents and the actual situation; assessment of the Management Board's motions concerning division of profit or coverage of loss of the Company,
  - c) provision of a written report to the General Meeting with respect to the actions mentioned in letter (a)-(b),
  - d) approval of annual budgets of the Company and the Wielton Capital Group, as well as annual and long-term development plans of the Company and the Wielton Capital Group,
  - e) appointing and dismissing members of the Management Board,
  - f) suspending members of the Management Board or the entire Management Board due to important reasons,
  - g) delegating member(s) of the Supervisory Board for temporary performance of duties of the Management Board if the members of the Management Board are suspended or dismissed, or if the entire Management Board is suspended or dismissed, or if the Management Board cannot act due to other reasons,
  - h) approval of the regulations of the Management Board and amendments to those regulations,
  - i) determination of the Management Board remuneration rules - remuneration of the members of the Management Board should be connected with the scope of tasks and duties connected with a specific function and correspond to the size of the Company and be reasonably related to the Company's results. A resolution concerning determination of the remuneration rules of the Management Board may be adopted if at least one Independent Member granted its consent for the content of the specified remuneration rules,
  - j) conclusion of contracts between the Company and the members of the Management Board,

- k) granting instructions to the Management Board within the scope of exercising the voting right at the general meetings and meetings of shareholders of affiliated and subsidiary companies,
- l) selection of the certified auditor conducting audits of the financial statements of the Company. While selecting the certified auditor, the Supervisory Board should ensure that the certified auditors responsible for conducting audits and auditing companies are changed at least every 5 years from the date of their appointment and could participate in audits again at least after 3 years.
- ł) assessment whether there are relations or circumstances which may affect meeting the independence criteria by a given member of the Supervisory Board.

3. A previous consent of the Supervisory Board is required for:

- a) a member of the Management Board for conducting competitive business towards the Company, participating in competitive companies as an open shareholder or a member of such company's bodies,
- b) acquisition and disposal of real property, perpetual lease or share in real property by the Company,
- c) incurring liabilities by the Company or spending resources and rights within the scope of a single transaction or two or more related transactions with value equal to at least 5 % of equity capitals of the Company according to the last audited financial statements - not included in the approved budget.

In the case of liabilities arising from long-term agreements the value of a liability means the total value of services of the Company arising from those agreements, defined for the entire period of their application. In the case of liabilities arising from agreements concluded for an unspecified period, the value of a liabilities under those agreements means the total value of services of the Company arising from the concluded agreements for the period of 3 years. Should it be impossible to determine the value of benefits arising from a concluded agreement, their value should be estimated. If the Company's liability or value of object or right are expressed in foreign currency, the value of liability, expense or disposal should be calculated according to the average exchange rate of the National Bank of Poland from the last day of the month preceding conclusion of the agreement related to the liability, expense or disposal,

- d) establishment or liquidation of another company by the Company,
- e) acquisition or purchase of shares or stocks in other companies, if the value of such capital transaction is equal to at least 5% of equity capitals of the Company according to the last audited financial statements and the transaction is not included in the approved budget,
- f) conclusion of agreements between the Company and a related party of the Company within the meaning of the ruling of the Minister of Finance of 29 March 2018 on current and periodic information provided by issuers of securities and conditions for recognising as equivalent information required by the laws of a non-member state, or in subsequent legal regulations replacing that ruling,
- g) conclusion by the Company of an agreement with a stockholder holding at least 5% of the total number of votes in the Company or an affiliated entity, unless referring to typical transactions concluded under market conditions within the framework of the commercial activities conducted by the Company with entities included in the Company's Capital Group,
- h) participation of a member of the Management Board in management boards or supervisory boards of companies outside the Capital Group.

- i) determination of consolidated text of the amended Statute or introduction of other editing changes specified in the resolution of the General Meeting.
4. Resolutions in the following issues may be adopted if none of the Independent Members of the Supervisory Board submitted an objection supported in writing, unless the second Independent Member of the Supervisory Board grants consent for their adoption:
- a) granting consent for management of competitive business by a member of the Management Board and their participation in a competitive company as a partner in a civil partnership, personal partnership or a member of a body of a capital company or participation in another competitive legal entity as a member of a body,
  - b) granting consent for conclusion of agreements between the Company and a related party of the Company within the meaning of the ruling of the Minister of Finance of 29 March 2018 on current and periodic information provided by issuers of securities and conditions for recognising as equivalent information required by the laws of a non-member state, or in subsequent legal regulations replacing that ruling,
  - c) approval of the content of contracts with the members of the Management Board including the amounts of remuneration and bonuses,
  - d) selection of the certified auditor conducting audits of the financial statements of the Company.
5. Apart from the actions specified above, the Supervisory Board should:
- a) resolve and assess issues which may constitute the subject of resolutions of the General Meeting,
  - b) once a year, draw up and provide the Ordinary General Meeting with assessment of the Company's situation, including assessment of internal control systems, risk management, compliance of operations with legal regulations, function of the internal audit; that assessment includes all significant control mechanisms, in particular concerning financial reporting and operating activities,
  - c) once a year, draw up and provide the Ordinary General Meeting with a report on the Supervisory Board's activities including at least information about composition of the Supervisory Board and its committees, meeting independence criteria by the members of the Supervisory Board, number of meetings of the Supervisory Board and its committees in the reported period, performed self-assessment of the works of the Supervisory Board,
  - d) once a year, draw up and provide the Ordinary General Meeting with an assessment of performance of information duties concerning application of corporate governance rules by the Company, as specified in the Stock Exchange Regulations and regulations concerning regular and periodical information delivered by issuers of securities,
  - e) once a year, draw up and provide the Ordinary General Meeting with an assessment of rationality of the Company's sponsoring, charity or other similar policy.
  - f) once a year, before the publication of the annual report, prepare and adopt:
    - statement on selection of audit company,
    - audit committee statement,
    - an assessment, together with a justification, of the report on the activities of the Company and the Wielton Capital Group and the financial statements of the Company and the consolidated financial statements of the Wielton Capital Group as to their conformity with the books, documents and facts,
 conclusion of agreements between the Company and a related party of the Company within the meaning of the ruling of the Minister of Finance of 29 March 2018 on current and

periodic information provided by issuers of securities and conditions for recognising as equivalent information required by the laws of a non-member state, or in subsequent legal regulations replacing that ruling.

#### **Article 14 (Performance of duties)**

1. The Supervisory Board performs its duties in a collegial manner, but may delegate its members to independently perform specific supervisory activities. The delegated members receive separate remuneration whose amount is determined by a resolution of the General Meeting.
2. Each of the members of the Supervisory Board delegated to independently perform specific supervisory duties may request all information connected with the scope of supervisory activities entrusted to them with respect to the Company's enterprise and may examine the obtained information concerning the Company, including requesting reports and explanations from the Management Board and the employees of the Company. Each member of the Supervisory Board may review all documents of the Company.
3. The members of the Supervisory Board perform their rights and obligations in person.

#### **Article 15 (Cooperation with the Management Board)**

1. Members of the Supervisory Board should take appropriate actions in order to receive regular and exhaustive information from the Management Board concerning all important issues regarding the Company's activities, the risks connected with the conducted operation and the methods of managing such risks.
2. The Board may anytime ask the Management Board and the Company's employees for all reports and explanations, review books and documents, and directly examine the Company's financial status and control the operation of plants; if such review requires special knowledge, qualifications or specialised activities, the Supervisory Board may bind the Management Board to contract an expert to develop a survey or opinion.

#### **Article 16 (Confidentiality)**

Members of the Supervisory Board are obliged to maintain confidentiality of all information constituting trade secret of the Company. The above obligation is valid also after the members of the Supervisory Board cease to perform their functions.

#### **Article 17 (Participation in the General Meeting)**

Members of the Supervisory Board should participate in the General Meetings in the composition allowing granting substantive answers to the questions asked during the General Meeting.

#### **Article 18 (The right to convene the General Meeting and ask for adding specific items to the agenda)**

1. The Supervisory Board may convene the Ordinary General Meeting if it was not convened by the Management Board within the period specified in Article 16 par. 4 of the Statute, and also the Extraordinary General Meeting, if its convening is justified, and the Management Board did not convene it within two weeks from the date of submission of an appropriate request by the Supervisory Board.



2. The Supervisory Board may ask for adding specific items to the agenda of the nearest General Meeting.

#### **Article 19 (Contracts with the members of the Management Board)**

1. In contracts between the Company and the members of the Management Board, the Company is represented by the Supervisory Board.
2. Contracts, including employment contracts with the members of the Management Board are signed on behalf of the Supervisory Board by its President, after prior approval of the content of such contracts and bonuses by a resolution of the Supervisory Board.
3. In the case of absence of the President, the Deputy President of the Supervisory Board signs contracts with the members of the Management Board. The same mode is applied to other actions connected with the employment relations of the members of the Management Board.

### **VII. INFORMATION DELIVERED BY THE MEMBERS OF THE SUPERVISORY BOARD**

#### **Article 20**

1. Immediately after election of a member of the Supervisory Board, they are obliged to provide the Company with information concerning them, including CV, contact addresses (correspondence address, telephone, mobile phone, fax number and e-mail address for correspondence).
2. A member of the Supervisory Board should provide the Management Board with information concerning their relations with a stockholder of stocks representing not less than 5% of the total number of votes at the General Meeting. The above obligation concerns economic, family or other relations which can affect the position of a member of the Supervisory Board in the case resolved by the Supervisory Board.
3. A member of the Supervisory Board should immediately notify the Company about disposal and acquisition transactions concerning the Company's stocks, stocks of its parent or subsidiary company, and transactions with such companies, if significant for its financial situation. This obligation does not exclude the disclosure obligations of Supervisory Board members under applicable laws and regulations.
4. Information specified in par. 1 above should be immediately updated by the member of the Supervisory Board in the case of any change of the actual status.
5. A member of the Supervisory Board should submit representations mentioned in par. 2 and 3 above upon every request of the Company's Management Board.

### **VIII. FINAL PROVISIONS**

#### **Article 21**

Members of the Supervisory Board may receive remuneration. Remuneration for the members of the Supervisory Board is determined by resolution of the General Meeting.

Remuneration of the members of the Supervisory Board should be connected with the scope of tasks and duties connected with a specific function and correspond to the size of the Company and be reasonably related to the Company's results. A member of the Supervisory Board delegated to temporarily perform the function of a member of the Management Board receives remuneration in the amount designated for the member of the Management Board whose function they perform under delegation of the Supervisory Board.

#### **Article 22**

In matters not regulated by the Regulations, the relevant provisions of the Code of Commercial Companies and the Statute apply.

**Article 23**

The Regulations come into force on the date of their approval by the Supervisory Board and are available for review at the Company's registered office.