

Integrity Pact

We firmly acknowledge that “corruption-free, transparent business management and fair business administration” have become essential aspects in promoting social progress and national competitiveness, and we are actively pursuing the goal of this Integrity Pact in line with the international efforts reflected in the establishment of the OECD Anti-Bribery Convention and stronger restrictions on corrupt companies and governments. When participating in any tender requested KOREA ELECTRIC POWER CORPORATION (hereinafter referred to as "KEPCO") for goods, services, construction work, etc., all our officers, employees, and representatives hereby agree to the following pledge.

1. With regard to this tender, we pledge that we neither have implemented any bid-rigging scheme to achieve a specific bid price or the success of a particular tenderer through prior consultation, collusion, agreement, adjustment, etc. with other competitors, nor will engage in any unfair activities that hinder free competition.

1.1 In the event that bid-rigging practices in violation of the pledge are identified by the decision of the Fair Trade Commission or a court ruling during or after the tender process, we shall not raise any civil or criminal objections to any and all measures including the suspension or annulment of the tender process, rescission or termination of the contract, suspension of construction work, a damage claim, a written decision by the Fair Trade Commission, criminal prosecution, etc.

1.2 In addition, for any loss to KEPCO arising from bid-rigging

activities relating to competitive tendering, we will indemnify KEPCO for the following:

(a) the difference between the winning bid price resulting from bid-rigging schemes and the price in consideration of the average winning rates of normal tenders;

(i) When the contract for the same kind of goods, services, or construction work has been awarded three times or more in the year of the bid-rigging practice: the difference against the price in consideration of the average winning rates of the tenders for the same kind of goods, services, or construction work of the pertinent year; or

(ii) When the contract for the same kind of goods, services, or construction work has been awarded fewer than three times in the year of the bid-rigging practice: the difference against the price in consideration of the average winning rates of the tenders for the same kind of goods, services, or construction work of the pertinent year and the year before.

(b) all administrative expenses required to restart the nullified tender due to bid-rigging, including tender notice, site briefings, etc.; and

(c) any other tangible or intangible loss resulting from bid-rigging schemes that are proved by KEPCO.

1.3 Notwithstanding Paragraph 1.2, in cases where it is impossible to determine the exact value of the loss, five percent of each bid price (for bidders) or ten percent of the price of winning bid (for the bid winner) shall be paid in compensation.

1.4 The damages set forth in Paragraphs 1.2 and 1.3 above shall be paid within sixty days from the date on which KEPCO submits the damage claim and in the event of a failure to indemnify KEPCO within the said period, we shall not raise any civil or criminal

objections to any deduction subtracted from other remuneration and payments made by KEPCO.

2. We shall not directly or indirectly promise or offer unfair benefits such as money, goods, and entertainment (including providing unfair employment advantage to relatives) to the staff concerned in the process of making and winning the bid and signing and performing the contract (including the period after the completion of the construction or delivery of goods or services). If we are found to have violated the above and promised or offered any money, goods, and entertainment (including providing unfair employment advantage to relatives) to the persons concerned in association with making or winning the bid or signing or performing the contract (including the period after the completion of the construction or delivery of goods or services), we shall accept the withdrawal of the selection as the successful bidder before the conclusion of the contract, the cancellation of the contract before the performance of the contract, and the rescission or termination of all or part of the contract after the performance thereof, and shall not raise any civil or criminal objections thereto.

3. If we are found to have violated provisions set forth in Article 1 regarding bid-rigging or Article 2 regarding promising or offering money, goods, and entertainment and accordingly subject to the restriction on our eligibility for bidding, the restriction criteria for the bidding qualification shall apply *mutatis mutandis* to Article 76 of the Enforcement Rule on the Act on Contracts to Which the State is a Party, and we shall not participate in tenders opened by KEPCO during the restriction period from the date upon which such restriction is imposed.

4. Our officers and employees shall actively endeavor to establish a code of ethics that prohibits any bid-rigging practices among tenderers and prevents the staff concerned from promising or offering money, goods, and entertainment (including providing unfair employment advantage to relatives) and to set up company bylaws to protect whistleblowers from any unfavorable treatment.

5. We shall not engage in any acts requesting or receiving the promise or offer of specific information related to bidding or contracts through mediation or solicitation that impedes the fair performance of work-related duties. If we are found to have violated the above, we shall accept the cancellation of making or winning the bid or the rescission and termination of the contract, and not raise any civil or criminal objections to such disposition.

6. If “a document containing officials’ names” that was submitted to conclude a private contract with KEPCO under Articles 8.3 and 8.4 of the Rules on Contract Affairs of Public Corporations and Quasi-Governmental Institutions is found to have been falsified or fabricated, we shall accept the penalty of being subject to the restriction on the tender qualification and not raise any civil or criminal objections to such restriction.

7. We shall report to the Irregularity Reporting Center at KEPCO in the event that any KEPCO employee demands or receives any money, goods, and entertainment (including providing unfair employment advantage to relatives) in connection with this contract.

• How to contact the Irregularity Reporting Center: www.kepcoco.kr
→ Sustainability → Governance → Ethical Management → Ombusman
(This procedure ensures the anonymity of whistleblowers.)

We shall commit ourselves to this Integrity Pact as a pledge based on mutual trust, sign and fulfill this pledge as special terms and conditions in the event that we are selected as the successful bidder, and neither claim damages against KEPCO in relation to its measures including the restriction on our eligibility to bid and the termination of the contract nor raise any civil or criminal objections to bids from which we are excluded.

[DATE]

Company name

Authorized Signature

Print Name

Print title