**INFORMATION PROTECTION AGREEMENT**

Concluded by and between:

**ORLEN Neptun VIII limited liability company** with its registered office in Warsaw, ul. Bielańska 12, 00-085 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000900596, NIP: 5252863536, share capital: PLN 1 800 000 hereinafter referred to as the **"ORLEN Neptun"**, represented by:

**Janusz Bil - President of the Board**

authorised jointly to represent ORLEN Neptun in accordance with the printout corresponding to the current excerpt from the register of entrepreneurs of the National Court Register for ORLEN Neptun presented when signing this Agreement,

and

**[name of the company]** with its registered office in [place (code)] at [\*\*\*] street, entered in the register under number [\*\*\*], with share capital of [\*\*\*], Tax Identification Number [\*\*\*], hereinafter referred to as the **"Bidder”** represented by:

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

authorised jointly to represent the Bidder in accordance with the printout corresponding to the current excerpt from the register for the Bidder presented when signing this Agreement and/or under the presented powers of attorney.

*(in the event of natural persons running business)*

**[name and surname],** residing in [place (code)] street [\*\*\*],  **running business under the name [\*\*\*]** in [place] at [\*\*\*] street, based on an entry in the Central Register and Information on Economic Activity, using Tax Identification Number [\*\*\*], hereinafter referred to as the **"Bidder"**,operating at this action in person / by proxy in the person of [\*\*\*].

ORLEN Neptun and the Bidder may be hereinafter referred to jointly as the **"Parties"** or each individually as the **"Party"**.

Whereas:

ORLEN Neptun conducts a bidding process regarding pre-FEED, FEED and technical parameters required to obtain the necessary permits and approvals related to the development of the BALTIC EAST OWF project” (hereinafter referred to as “**Process**”). In the course of conducting of the Process, in order to enable the Bidder to prepare and present the offer for ORLEN Neptun, disclosure of information will occur, which transfer, disclosure or use may infringe interests of ORLEN Neptun. The Parties undertake to conclude this Information Protection Agreement (hereinafter referred to as the “**Agreement**”) in order to stipulate the terms and conditions under which ORLEN Neptun may make information available during the Process. Now, therefore, the Parties agree as follows:

**Article 1**

1. The Bidder agrees to maintain confidentiality of information provided directly or indirectly by ORLEN Neptun (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Bidder in any other way during the Process, *inter alia* in connection with conclusion and performance of this Agreement, if such information relates directly or indirectly to ORLEN Neptun, companies of ORLEN Neptun Group or their counterparts/contractors, including the contents hereof, in particular technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which ORLEN Neptun, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the ORLEN Neptun or on its behalf or otherwise obtained by the Bidder during the Process, including negotiating and discussions in the course of the Process, which shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "**Business Secrets**"), unless at the time of transfer, ORLEN Neptun shall determine in writing or in electronic form different nature of such information from the specified above.
2. The Business Secrets do not constitute information which upon disclosure thereof is already commonly known, and its disclosure has been made by ORLEN Neptun or with its consent or in a way other than through an illegal or inconsistent with any agreement action or omission, subject to the following.

The detailed information is not subject to the above exclusion, only and exclusively due to the fact that it is part of more general commonly known information. In addition, any combination of characteristic features does not fall within the above exclusion, only and exclusively due to the fact that the unit features contained therein are commonly known - with reference to the combination of the characteristic features. This exclusion is applicable only and exclusively on the condition that the combination of the features as the entirety is commonly known.

1. As commitment to maintain the confidentiality of Business Secrets, the Parties understand the prohibition to use the Business Secrets for a purpose other than for the needs of the Process and a prohibition to disclose, including to provide the Business Secrets in any way whatsoever and to any third parties, except the following situations:
   1. disclosure, including provision of the Business Secrets, to staff members of the Bidder or to other persons, including in particular to advisers or subcontractors, is necessary for the purposes of the Process, and such persons have been obligated by the Bidder in writing to protect the Business Secrets on the conditions at least such as specified herein or
   2. the Bidder has been obliged to disclose information constituting the Business Secrets by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Bidder shall immediately inform ORLEN Neptun in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, ORLEN Neptun recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or
   3. ORLEN Neptun has expressed its written consent to Bidder's disclosure or use of the information constituting Business Secrets for a specific purpose, in manner indicated by ORLEN Neptun.
2. The Bidder shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Agreement and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Bidder shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance of the Process. The Bidder shall immediately notify ORLEN Neptun of any violation of protection rules or unauthorised disclosure or use of the Business Secrets.
3. The Bidder shall be fully responsible and liable for actions or omissions of persons who have obtained access to the Business Secrets on the basis of section 3.1. and section 3.3. hereof, including the responsibility and liability referred to in section 8 below. At the request of ORLEN Neptun, the Bidder shall, within a period not longer than five (5) days, send to ORLEN Neptun a list of persons and entities that have been provided by the Bidder with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.
4. The obligation to maintain the confidentiality of the Business Secrets shall be in force during the Process and the term hereof, as well as for 3 years after the end of the Process or after termination, expiry or cancellation or impairment of its legal effects of the Agreement (whichever takes place later). If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of ORLEN Neptun or based on the specific provisions of the law, ORLEN Neptun shall notify the Bidder in writing of protection period extension for an additional period, indicated by ORLEN Neptun (but not more than 2 years), to which the Bidder hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The Parties agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.
5. Not later than 5 working days after the expiry of the protection period referred to in section 6 above or at each request of ORLEN Neptun, the Bidder and any persons to whom the Bidder has disclosed the Business Secrets shall return to ORLEN Neptun or destroy all materials composing the Business Secrets. The aforementioned obligation shall not concern any information whose processing is necessary to perform the obligations under mandatory provisions of law and with reference to backups in IT systems, which have been made in accordance with routine automated processes of the Bidder, on the condition of proper protection of such backups in line herewith and hand-over of a relevant declaration on the scope of information left for the above purposes. Notwithstanding the foregoing, any and all such backups retained shall still be subject to the provisions concerning confidentiality specified herein, and the backups in IT systems shall be removed in accordance with routine automated processes of the Bidder but not later than within 1 year after the period indicated in section 6 above.
6. In the event of unauthorised use, disclosure, including transfer by the Bidder of the Business Secrets or any other breach of the Agreement, ORLEN Neptun shall be entitled to request the Bidder to pay a contractual penalty in the amount of PLN 100 000,00 (in words: one hundred thousand zlotys 00/100) for each case. Payment of the contractual penalty specified above shall not limit the right of ORLEN Neptun to claim from the Bidder compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of ORLEN Neptun as provided by law, including the Act of 16 April 1993 on combating unfair competition.
7. Should it be necessary, in connection with performance hereof, to provide the Bidder with access to, or to transfer to the Bidder personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Bidder shall be obliged to conclude with ORLEN Neptun an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
8. Should it be necessary, throughout performance hereof, to provide the Bidder with access to, or transfer to the Bidder, in any form, information composing the Company Secrets of ORLEN Neptun understood as the sensitive type of the Business Secrets of ORLEN Neptun, which was subject to specific actions specified in internal acts of ORLEN Neptun in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of ORLEN Neptun, the Bidder shall immediately conclude with the ORLEN Neptun, before receiving and processing such information, an amendment to this Agreement, compliant with the internal acts of ORLEN Neptun, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN Neptun.
9. For the avoidance of doubt, the Parties confirm that the Bidder, beside its obligations under this Agreement, shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.
10. The Bidder is obliged to fulfil, on behalf of ORLEN Neptun as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Agreement with ORLEN Neptun, the information obligation towards natural persons employed by the Bidder or cooperating with the Bidder in the course of conclusion or performance of this Agreement, including members of bodies, proxies, representative of the Bidder without regard to the legal grounds of the cooperation, whose personal data were made available to ORLEN Neptun by the Bidder in connection with the conclusion or performance of this Agreement. The above obligation should be met by means of providing the persons with the information clause constituting Appendix no. 1 to this Agreement, with simultaneous compliance with the accountability principle.

**Article 2**

This Agreement has been made in two equal copies, one for each of the Parties.

**Article 3**

Any disputes arising in relation to the conclusion or performance of this Agreement shall be resolved by the court competent for the registered office of ORLEN Neptun.

**Article 4**

Any amendments hereto shall require written form under pain of nullity.

**Article 5**

The Parties select the Polish law as applicable to this Agreement.

**Article 6**

This Agreement shall enter into force on the date of its signing and remains effective for a period of 2 years from the date of its signing.

**Article 7**

The Parties hereby agree that the appendixes hereto shall constitute an integral part of the Agreement, i.e.:

|  |  |  |
| --- | --- | --- |
| **Appendix No. 1:** | Information clause for members of corporate bodies, proxies, representative of the Bidder and employees or associates who are contact persons or employees or associates who cooperate with Bidder at the conclusion and implementation of the Agreement; | |
| **Appendix No. 2:**  **Appendix No. 3:** | | Information clause for the Bidder being a natural person conducting economic activity, including a partner of a civil-law partnership;  Information note regarding disclosure requirements of public company |

On behalf and for ORLEN Neptun:                 On behalf and for the Bidder:

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**Appendix 1**

**Information clause for members of corporate bodies, proxies, representative of the Bidder and employees or associates who are contact persons or employees or associates who cooperate with Bidder at the conclusion and implementation of the Agreement.**

*(fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)*

1. The administrator of your personal data is ORLEN Neptun VIII Sp. z o. o. with its registered office in Warsaw (hereinafter referred to as the ORLEN Neptun), ul. Bielańska 12, 00-085 Warsaw. You can contact us by post to our registered office address or by phone (22)7780865. You can contact the Personal Data Protection Coordinator in writing to the registered office address with the note „Personal Data“ or by writing to the following e-mail address: [daneosobowe.neptun@orlen.pl](mailto:daneosobowe.neptun@orlen.pl)
2. Your personal data, provided to ORLEN Neptun by ..................\*\*, (an entity cooperating with ORLEN Neptun or intends to cooperate with ORLEN Neptun) include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience or constituting a product of the performance of the agreement, held by you.
3. Your personal data may be processed by ORLEN Neptun, depending on the type of cooperation, for the following purposes:
4. performance of the agreement concluded with ORLEN Neptun, whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN Neptun, proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
5. handling, pursing and defence of claims, if any, including claims between you and ORLEN Neptun or between ORLEN Neptun and the entity indicated in item 3.
6. fulfilment of legal obligations imposed on ORLEN Neptun, including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, he Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement
7. The legal grounds for the processing by ORLEN Neptun of your personal data, depending on the type of cooperation, for the purposes defined in Section 3 above include:
   * 1. legally justified interest of ORLEN Neptun (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN Neptun and the entity indicated in item 3,
     2. fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN Neptun.
8. The scope of personal data processed by ORLEN Neptun may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.
9. Your personal data may be disclosed by ORLEN Neptun to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3to entities participating in purchasing processes, entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
10. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN Neptun and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
11. In connection with the processing of your personal data you have the following rights:

* the right to access the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing;
* the right to object, in the event your personal data are processed by ORLEN Neptun on the basis of its legitimate interest; the objection may be made due to a special situation

You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe.neptun@orlen.pl](mailto:daneosobowe.neptun@orlen.pl) or in writing to the address indicated in item 1 with additional information „Koordynator ds. Ochrony Danych”.

1. You may file a complaint with the President of the Personal Data Protection Office.

**Appendix 2**

**Information clause for the Bidder being a natural person conducting economic activity, including a partner of a civil-law partnership**

1. The administrator of your personal data is ORLEN Neptun VIII Sp. z o. o. with its registered office in Warsaw (hereinafter referred to as the ORLEN Neptun), ul. Bielańska 12, 00-085 Warsaw. You can contact us by post to our registered office address or by phone (22)7780865. You can contact the Personal Data Protection Coordinator in writing to the registered office address with the note „Personal Data“ or by writing to the following e-mail address: [daneosobowe.neptun@orlen.pl](mailto:daneosobowe.neptun@orlen.pl).
2. Your personal data are processed for the following purposes:
   * 1. establish cooperation, conclusion and performance of the agreement to which you are a party,
     2. fulfilment of the legal obligations of ORLEN Neptun under the legal provisions, in particular the obligations under [tax and accounting](https://www.reverso.net/translationresults.aspx?lang=EN&sourcetext=w%20szczeg%C3%B3lno%C5%9Bci%20obowi%C4%85zk%C3%B3w%20wynikaj%C4%85cych%20z%20przepis%C3%B3w%20prawa%20podatkowego%20i%20rachunkowego,%20obowi%C4%85zk%C3%B3w%20instytucji%20obowi%C4%85zanej&action_form=translate&direction_translation=pol-eng-5) law,  the obligations of the obliged institution under the Prevention of Money Laundering and Financing, the obligations related to prevent  [fraud and irregularities](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/fraud+and+irregularities+affecting) related to anti-corruption laws or other provisions result from the specificity of the Agreement,
     3. verification of data correctness and timeliness, the reliability of business partners of ORLEN Neptun or persons related to the contractor, including business history research,  [legal and financial situation](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/legal+and+financial+situation) to protect the economic and legal interests of ORLEN Neptun,
     4. care for security of ORLEN Neptun against fraud and irregularities regarding anti-corruption, including fraud detection and prevention, preventing conflicts of interest in business processes, maintaining high ethical standards,
     5. establishing or maintaining business relationships, including appropriate correspondence or telephone contact,
     6. conducting internal business analyses related to servicing contractors, terms of current business cooperation or the possibility of its development,
     7. handling, pursing and defence of claims,
     8. marketing of own products or services ORLEN Neptun.
3. The legal grounds for the processing by ORLEN Neptun of your personal data for the purpose defined in item 2 above include:
4. [conclusion and performance of the Agreement](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/Conclusion+and+Performance+of+the+Contract) and [taking action on demand](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/taking+action+on+demand) of a person whose data is being processed prior to the conclusion of the Agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 2 point a,
5. fulfilment of legal obligations imposed on ORLEN Neptun (in compliance Article 6(1)(c) of the GDPR) to ensure compliance with the law, regulations and sectoral guidelines,
6. legitimate interest of ORLEN Neptun (in compliance with Article 6(1)(f) of the GDPR), for the purposes indicated in item 2 point c-h.
7. [Your personal data](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/Your+personal+data) comes directly from you or [publicly](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/comes+from+publicly) accessible registers (the National Court Register, [the Central Register and Information on Economic Activity](https://www.diki.pl/slownik-angielskiego?q=the+Central+Register+and+Information+on+Economic+Activity) and other), [the Internet pages](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/from+the+Internet+pages) kept by you for the purposes of business activity and from entities implementing on behalf of ORLEN Neptun services for the development and delivery of economic information in digital form in order to supplement / update data or verify it.
8. Your personal data may be disclosed by ORLEN Neptun to entities cooperating with it (recipients) in the performance of the Agreement, companies from the ORLEN Capital Group or ORLEN Neptun Capital Group in the event that it is necessary to achieve the purposes of processing referred to in item 2, entities providing IT services, services in the scope of invoicing, settlement of liabilities, delivery of correspondence and shipments, [advisory service](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/advisory+service), legal services, debt recovery services, archiving services and personal and property protection services.
9. Your personal data processed under the Agreement shall be stored for the duration of the Agreement. After this period, ORLEN Neptun will store your personal data, if ORLEN Neptun is obliged by law, for the period specified by law and [in order to protect](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/in+order+to+protect) our [legitimate](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/legitimate) interests, until the expiry of mutual claims arising from the Agreement. In the case of data processing on the basis of a legitimate interest, the data are processed for or a period enabling the implementation of this interest or submit an effective objection to data processing.
10. In connection with the processing of your personal data you have the following rights:

* the right to access the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing,
* the right to object, in the event your personal data are processed by ORLEN Neptun on the basis of its legitimate interest; the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe.neptun@orlen.pl or in writing to the address indicated in item 1 with additional information „Koordynator ds. Ochrony Danych”.

1. You have the right to file a complaint with the President of the Office for Personal Data Protection.

**Appendix 3**

**INFORMATION NOTE**

**Regarding disclosure requirements of public company**

ORLEN S.A., being a parent entity to ORLEN Neptun VIII Liability Limited Company is subject to disclosure requirements towards capital market, regulated by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC with changes („MAR Regulation”).

Accordingly, in applying the provisions of the above Regulation:

1. ORLEN Neptun VIII Liability Limited Company, informs the other party of the agreement that as a result of performing its tasks for ORLEN Neptun Liability Limited Company, it has access to the inside information within the meaning of MAR Regulation, and ORLEN S.A. shall publish the information immediately or with delay.

2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.

3. If the circumstances mentioned in point 1 arise, then acc. to Art. 18 of MAR Regulation:

a) The other party of the agreement will be obliged to prepare a list of all persons who have access to the inside information mentioned above. The other party shall include on the list its employees and persons working on its behalf or on its account.

b) The other party of the agreement shall take all reasonable steps to ensure that any person on the list of persons who have access to inside information acknowledges in writing the legal and regulatory duties entailed and is aware of the sanctions applicable in case of use of inside information or its unlawful disclosure.

c) The other party of the agreement will be obliged to update the list promptly, strictly acc. to Art. 18 item 4 of MAR Regulation.

d) The other party of the agreement will be obliged to retain its insider list for a period of at least five years after it is drawn up or updated.

e) The other party of the agreement shall provide the list of persons who have access to inside information to the Polish Financial Authority upon its request.

4. Format of the list of persons who have access to inside information determines Commission Implementing Regulation (EU) 2022/1210 of 13 July 2022 laying down implementing technical standards for the application of Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to the format of insider lists and their updates.