



NON-DISCLOSURE AGREEMENT

represented by _____

hereinafter referred to as „Receiving Party”

in Kraków (Poland) at day _____ 2024, signing Non-Disclosure Agreement (hereinafter „Agreement”), hereby states that:

1. Acknowledges that all information obtained from ORLEN OIL sp. z o.o. with its registered office in Gdańsk at Elbląska 135, 80-718 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Gdańsk-Północ in Gdańsk, 7th Department of the National Court Register at no. KRS: 0000102722, initial capital: PLN 342.365.000, tax reg. no. [NIP] 675 -11-90-702, BDO no 000026343 (hereinafter "ORLEN OIL" or „Disclosing Party”) in progress or in connection with the preparation of cooperation proposals by the Receiving Party for ORLEN OIL and / or by ORLEN OIL for the Receiving Party and / or the establishment and / or implementation of cooperation in the abovementioned Parties in the field of as well as further obtained in the course of negotiations, meetings, preparatory activities, etc., constitute confidential information (hereinafter "Confidential Information").
2. Confidential Information means all non-public, confidential or proprietary information disclosed in connection with the purpose by ORLEN OIL or its affiliates, or to any of such Receiving Party or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” including – without limitation – all information concerning the Disclosing Party's and its affiliates', and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, inventions (whether patented or not), ideas, methods and discoveries, trade secrets, know-how, unpublished applications and other confidential intellectual property, designs, specifications, documentation, components, source code, object code, images, icons, audiovisual

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Rejestr Przedsiębiorców Nr KRS 0000102722
Sąd Rejonowy Gdańsk – Północ w Gdańsku,
VII Wydział Gospodarczy Krajowego Rejestru Sądowego
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components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Receiving Party or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the aforementioned.

3. Receiving Party shall hold and maintain the Confidential Information in strictest confidence - with at least the same security measures and degree of care as the Receiving Party would protect its own Confidential Information - for the sole and exclusive benefit of the Disclosing Party and in particular undertakes not to distribute, transfer or make it available in any way to unrelated entities or third parties or use Confidential Information in a way that could violate the interests of ORLEN OIL or any entities or third parties in a way that goes beyond the purpose of present Agreement.
4. Receiving Party shall carefully restrict access to Confidential Information to employees or contractors as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in Agreement.
5. ORLEN OIL hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information shall not be construed as an assignment, grant, license or other transfer of any such right or title. Receiving Party is obliged to return Confidential Information to ORLEN OIL after achieving the purpose specified in point 1, if the Confidential Information was provided in written, electronic or other form or media or destroy all such copies and certify in writing to the Disclosing Party of its' destruction, as well as remove all Confidential Information, in particular from any computers or other similar devices or media, and certify in writing to ORLEN OIL of compliance with aforementioned obligations.
6. In the event that disclosure of Confidential Information is required under applicable law or regulation, or a decision issued by a court or government authority, Receiving Party shall:
 - a) immediately notify ORLEN OIL with full information about the circumstances and scope of disclosure of Confidential Information or;
 - b) disclose only the part of Confidential Information that must be disclosed in accordance with applicable law or regulation, or a decision issued by a court or government authority.
7. Receiving Party's unauthorized disclosure of Confidential Information may result in immediate and irreparable harm to Disclosing Party. In each case of such unauthorized disclosure by Receiving Party, ORLEN OIL shall be entitled to demand from Receiving Party the payment of a contractual penalty in the amount of PLN 100 000,00(one hundred thousand zlotys) which does not exhaust further reaching compensation rights.
8. The nondisclosure provisions of this Agreement shall continue for a period of ten years from the date of signing, regardless of the termination, expiry or cancellation or impairment or any similar effects of Parties' taking up or not cooperating, establishing economic relations and / or other similar relations hereof. If, despite the lapse of time indicated in the preceding sentence, Confidential Information shall be protected based on the internal regulations or

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decisions of ORLEN OIL or based on the specific provisions of the applicable law, ORLEN OIL shall notify the Receiving Party in writing of the extension of the protection period and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect, for which Receiving Party hereby agrees.

9. As regards the processing of personal data, the Receiving Party undertakes to comply with the provisions of General Data Protection Regulation no 2016/679 of the European Parliament and 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. ORLEN OIL hereby encloses an information clause regarding the rules of processing of personal data of natural persons employed by or cooperating with the Receiving Party - regardless of the legal basis of this cooperation.
10. In the event, where ORLEN OIL shall be subject to an entity transformation, regardless if through sale / transfer / transfer of an enterprise or organized part of an enterprise, the rights and obligations arising from present Agreement, ORLEN OIL shall be entitled to transfer to such legal successor.
11. Present Agreement may only be amended, modified or supplemented by an agreement in writing signed by ORLEN OIL - otherwise shall be null and void.
12. In any matter that is not covered by Agreement, the provisions of the Polish Civil Code shall apply. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).
13. All disputes, disagreements or claims arising out of or in connection with present Agreement shall be resolved by the court competent for the ORLEN OILs' registered office.
14. The present Agreement has been made in two copies, one for each Party.

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(seal and/or signature of Receiving Party's Representative)

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