**INFORMATION PROTECTION AGREEMENT**

concluded between:

**ORLEN S.A.** with its registered office in Płock (09-411) at Chemików 7 street, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Łódź Śródmieście in Łódź, XXth Commercial Division of the National Court Register, under KRS number 0000028860, with share capital of 1.451.177.561,25 PLN, NIP 7740001454, hereinafter referred to as **"ORLEN"**, represented by:

**Tomasz Olczak           as: the Proxy**

authorised to represent ORLEN under the presented powers of attorney,

and

**[name of the company]** with its registered office in [place (code)] at [\*\*\*] street, entered in the register of entrepreneurs of the National Court Register kept by the District Court [designation of the court], [number of commercial division] Commercial Division of the National Court Register, under KRS number [\*\*\*], with share capital of [\*\*\*], NIP [\*\*\*], hereinafter referred to as the **"Bidder"**, represented by:

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

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

authorised jointly to represent the Bidder in accordance with the printout corresponding to the current copy of KRS of the Bidder presented when signing this Agreement / under the presented powers of attorney.

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

Whereas:

The Parties intend to enter into discussion related to the request for information no PKN/2/001117/25 submitted by ORLEN within the process named “Request for information „RFI for potential technologies or solutions that could extend the life of the Penex catalyst by reducing the CO and CO2 content in the make-up hydrogen gas in the Isomerisation unit”, during which ORLEN will be providing data regarding the Isomerisation unit (technical requirements for CO and CO2 content and simplified diagram of the unit) to analyse the potential technologies or solutions that could extend the life of the Penex catalyst by reducing the CO and CO2 content in the make-up hydrogen gas in the Isomerisation unit (hereinafter referred to as the “**Works**”) in the course of performance of which disclosure of information will occur, whose transfer, disclosure or use may infringe interests of ORLEN, 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 shall make information available.

Now, therefore, the Parties agree as follows:

**Article 1**

**Business Secrets**

1. The Bidder agrees to maintain confidentiality of information provided directly or indirectly by ORLEN (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 mutual cooperation, inter alia in connection with conclusion and performance of this  Agreement, if such information relates directly or indirectly to ORLEN, companies of ORLEN's Group or their counterparts/contractors, including the contents hereof. The Parties agree that any 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, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by ORLEN or on its behalf or otherwise obtained by the Bidder while conducting the Works, including negotiating, concluding and performing the Agreement 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, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.
2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:
   1. disclosure or use of the information is necessary for proper implementation of the Works in accordance  with the Agreement, or
   2. the information at the time of its disclosure was already publicly available and had been disclosed by ORLEN or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
   3. the Bidder has been obliged to disclose information 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 in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, ORLEN's 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
   4. ORLEN has expressed its written consent to Bidder's disclosure or use of information for a specific purpose, in manner indicated by ORLEN.
3. 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 Works. The Bidder shall immediately notify ORLEN of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with the Works execution.
4. The obligation to maintain confidentiality of the information referred to in section  1 above also extends to the Bidder's staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Bidder shall disclose such information. The Bidder shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Bidder shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 8.
5. At the request of ORLEN, the Bidder shall, within a period not longer than five days, send to ORLEN 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.
6. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. 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 or based on the specific provisions of the law, ORLEN shall notify the Bidder in writing of protection period extension for an additional period, indicated by ORLEN (but not more than 10 years), to which the Bidder hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year 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.
7. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the Bidder and any persons to whom the Bidder has disclosed the Business Secrets shall return to ORLEN or destroy all materials composing the Business Secrets.
8. In the event of unauthorised use, transfer or disclosure by the Bidder of the Business Secrets, ORLEN shall be entitled to request the Bidder to pay a contractual penalty in the amount of PLN 100 000 (in words: one hundred thousand PLN) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of ORLEN 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 as provided by law, including the Act of 16 April 1993 on combating unfair competition.
9. 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 an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
10. 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 S.A., understood as the sensitive type of the Business Secrets of ORLEN, which was subject to specific actions specified in internal acts of ORLEN in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of ORLEN, the Bidder shall immediately conclude with ORLEN, before receiving and processing such information, an amendment to the Agreement, compliant with the internal acts of ORLEN, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.
11. For the avoidance of doubt, the Parties confirm that the Bidder, beside its obligations under the 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.
12. The Bidder is obliged to fulfil, on behalf of ORLEN 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, 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 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 Annex 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.

**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 shall remain in force for the period of 3 years.

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

**Information clause for members of corporate bodies, proxies, representative of the Tenderer/Contractor/Mandatary/Contracting Party/Supplier\*  and employees or associates who are contact persons or employees or associates who cooperate with  Tenderer/Contractor/Mandatary/Contracting Party/Supplier 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. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Contact details of the Data Protection Officer are also avalible in the "Contact" tab at www.orlen.pl.
3. Your personal data, provided to ORLEN S.A. by ..............\*\*, (an entity cooperating with ORLEN S.A.or intends to cooperate with ORLEN S.A.),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.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
   * 1. performance of the agreement concluded with ORLEN S.A., 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 S.A., proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
     2. handling, pursing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.
     3. fulfilment of legal obligations imposed on ORLEN S.A., 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.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
   * 1. legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. 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 S.A.
6. The scope of personal data processed by ORLEN S.A. 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.
7. Your personal data may be disclosed by ORLEN S.A. 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.
8. Your personal data are processed for the periodnecessary for implementation of legitimate interest of ORLEN S.A. 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.
9. In connection with the processing of your personal data you have the following rights:
10. the right to access the content of your data,
11. the right to require rectification of your personal data,
12. the right to require erasure of your personal data or limitation of processing,
13. the right to object, in the event your personal data are processed by ORLEN S.A. 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@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

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

*\*Delete inappropriate words*

*\*\*Enter the name of the Tenderer/Contractor/Mandatary/Contracting Party*