

INFORMATION PROTECTION AGREEMENT

Concluded in Płock on by and 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 , XX Commercial Division of the National Court commence works Register, under KRS number 0000028860, with share capital of 1 451 177 561,25 PLN, NIP 774-00-01-454 , hereinafter referred to as the "Buyer", represented by:

_____ **as: the Proxy**

_____ **as: the Proxy**

authorised jointly to represent the Buyer in accordance with the printout corresponding to the current copy of KRS of the Buyer presented when signing this Agreement / 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 "**Seller**", represented by:

_____ **as:** _____

_____ **as:** _____

authorised jointly to represent the Seller in accordance with the printout corresponding to the current copy of KRS of the Seller presented when signing this Agreement / 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 NIP [***], hereinafter referred to as "**the Seller**", operating at this action in person / by proxy in the person of [***],

The Buyer and the Seller may be hereinafter referred to jointly as the "**Parties**" or each individually as the "**Party**".

Whereas:

The Parties intend to procurement procedure related to purchase inquiry No. PKN/2/003954/24 whose object shall be: 50217338 Wkłady grzejne KLOPPER THERM (hereinafter referred to as the "**Sale**") in the course of performance of which disclosure of information will occur, whose transfer, disclosure or use may infringe interests of the Buyer, 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 the Buyer shall make information available.

Now, therefore, the Parties agree as follows:

Article 1

Business Secrets

1. The agrees to maintain confidentiality of information provided directly or indirectly by the Buyer (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Seller 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 the Buyer, companies of the Buyers Group or their counterparts/sellers, 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 the Buyer, 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 Buyer or on its behalf or otherwise obtained by the Seller 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:
 - 2.1. disclosure or use of the information is necessary for proper implementation of the Works in accordance with the Agreement, or
 - 2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Buyer or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
 - 2.3. the Seller 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 Seller shall immediately inform the Buyer in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Buyer 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

2.4. the **Buyer** has expressed its written consent to Seller disclosure or use of information for a specific purpose, in manner indicated by the Buyer.

3. The Seller 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 Seller shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance of the Purchase Procedure. The Seller shall immediately notify the Customer 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 Seller staff and other persons, including, in particular, auditors, consultants and Sellers, to whom the Seller shall disclose such information. The Seller 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 Seller 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 the Buyer, the Seller shall, within a period not longer than five days, send to the Buyer a list of persons and entities that have been provided by the Seller 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 the Buyer or based on the specific provisions of the law, the Buyer shall notify the Seller in writing of protection period extension for an additional period, indicated by the Buyer (but not more than 10 years), to which the Seller 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 Seller
8. and any persons to whom the Seller has disclosed the Business Secrets shall return to the Buyer or destroy all materials composing the Business Secrets.
9. In the event of unauthorised use, transfer or disclosure by the Seller of the Business Secrets, the Buyer shall be entitled to request the Seller to pay a contractual penalty in the amount of PLN 100 000 (in words: _____) 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 the **Buyer** to claim from the Seller 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 the B as provided by law, including the Act of 16 April 1993 on combating unfair competition.
10. Should it be necessary, in connection with performance hereof, to provide the Seller with access to, or to transfer to the Seller personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Seller shall be obliged to conclude with the Buyer an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
 11. Should it be necessary, throughout performance hereof, to provide the Seller with access to, or transfer to the Seller, in any form, information composing the Company Secrets of ORLEN S.A., understood as the sensitive type of the Business Secrets of the Buyer, which was subject to specific actions specified in internal acts of the Buyer in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Buyer, the Seller shall immediately conclude with the Buyer, before receiving and processing such information, an amendment to the Agreement, compliant with the internal acts of the Buyer, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.
 12. For the avoidance of doubt, the Parties confirm that the Buyer, 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.
 13. The Buyer is obliged to fulfil, on behalf of the Client 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 the Client, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in the course of conclusion or performance of this agreement, including members of bodies, proxies, representative of the Seller without regard to the legal grounds of the cooperation, whose personal data were made available to the Client by the Seller 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 Annexe No. to this Agreement, with simultaneous compliance with the accountability principle. (wzór klauzuli dostępny jest pod linkiem: [Dane osobowe \(orken.pl\)](http://Dane.osobowe(orken.pl)))

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 the Buyer.

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.

On behalf and for the Buyer:

On behalf and for the Seller: