**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:

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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/2/004358/25** submitted by ORLEN within the process named "Increasing reformate production and reducing CO₂ emissions at the Reforming VI unit through the implementation of next-generation internal equipment in platforming reactors 2-V-01/02/03" during which ORLEN will be providing data regarding the Reforming VI unit (basic reactor data, flow and feedstock composition) to analyse the potential technologies or solutions that could enable the use of a larger volume of active catalyst with higher reliability in the same platforming reactor shell, which increases the flexibility of the platforming process depending on operational needs (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 10 years.

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

**Appendix 1**

**INFORMATION CLAUSE**

**for persons representing the Contractor[[1]](#footnote-1), designated for contact or cooperating with the Contractor in the conclusion and performance of contracts with ORLEN S.A.**

**Who is the controller of your personal data?**

The controller of your personal data is ORLEN S.A., with its registered office in Płock, ul. Chemików 7. Contact phone numbers: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00.

**How can you contact the Data Protection Officer?**

You can write to the following e-mail address: daneosobowe@orlen.pl or by post to ORLEN S.A. with the note “Data Protection Officer”. More information is available at www.orlen.pl under the “Contact” section.

**What data do we process?**

Depending on the type of cooperation:

* name and surname,
* job title and function,
* business phone number and e-mail address,
* PESEL number (Polish national identification number),
* information about authorizations and qualifications.

**For what purpose do we process the data?**

The data is processed in order to:

* perform contracts with Contractors (e.g. contact, verification of authorizations, qualifications and declarations, issuing powers of attorney, correspondence exchange, proper performance of the contract, control, settlement of the contract, maintaining confidentiality and occupational health and safety),
* pursue and defend claims,
* fulfill legal obligations (e.g. resulting from the Anti-Money Laundering Act, construction law, EU regulations).

**On what legal basis do we process the data?**

* the legitimate interest of ORLEN S.A. (Article 6(1)(f) of the GDPR),
* legal obligations (Article 6(1)(c) of the GDPR).

**Who may have access to your data?**

The data may be transferred to companies within the ORLEN Group and other cooperating entities, participants in procurement processes, and entities such as IT, courier, security, OHS, legal, advisory, or archiving service providers.

**How long do we process the data?**

The data is processed for the time necessary to achieve the purposes and fulfill legal obligations. It may be stored longer only if required by law.

**What are your rights?**

You have the right to:

* access your data,
* rectify, delete or restrict the processing of your data,
* object (if the data is processed based on legitimate interest),
* lodge a complaint with the President of the Personal Data Protection Office.

Requests can be sent to: daneosobowe@orlen.pl or by post with the note “Data Protection Officer”.

1. Bidder/Contractor/Service Provider/Supplier [↑](#footnote-ref-1)