

BUYER

**ORLEN S.A.**

ul. Chemików 7  
09-411 Płock  
Contact person: ...  
Tel.: ...  
Email: ...

VAT: 774-00-01-454

SELLER

**COMPANY NAME**

ul. ....  
.....  
Contact person: ...  
Tel.: .....  
Email: .....

VAT: .....

---

**CONTRACT no .....**

date: ...

With reference to your offer we hereby award you this Contract for the goods and/or services described herein.

In any correspondence, advances, invoices, please show our Contract number stated above.

The BUYER declares being VAT taxpayer registered for purposes of intra-community transactions and have EU VAT registration number indicated in imprint on the first page of this Contract.

---

Our ref.: ..... (*Nr CONNECT*)

---

Conclusion of the contract or its amendment requires a written or electronic form.

Signatures:

.....  
of the BUYER (date)

.....  
of the SELLER (date)

**1. ORDERED GOODS**

Item	Item code	Description	UM	Quantity	Price UM	Amount netto
1.	K02-.....	<p>.....</p> <p>Bulk / packaging format : ... returnable / non-returnable packaging</p> <p>Country of origin: ...</p> <p>CN code: ...</p> <p>Quality in accordance with Annex no ...</p> <p>Price is valid for deliveries / loading / date of order / in the priod from ... to ..</p> <p><b>lub</b></p> <p>Price ..... is subject to monthly / quarterly conversion in accordance with the following formula:</p> <p>.....</p> <p>Where:</p> <p>.....</p> <p>The price is valid for the month of loading/shipping the order/delivery and will be rounded to two decimal places/full PLN/EUR/USD/other</p>				
2.						
3.						
4.						
5.						
6.						
7.						

Total net value **PLN / EUR / USD****Say:** .....

All packages must be permanently marked with their net and gross weight and its capacity.

***Opcjonalne zapisy (jeśli nie dotyczy usunąć)***

It is allowed to change the quantity of the contracted items within each price periods while maintaining:

- fixed price for each delivery period,
- total contracted quantity,
- the maximum contract value.

***Zapis dla okresu obowiązywania ceny (jeśli nie dotyczy usunąć).***

Contract prices are valid form ..... to ..... The PARTIES reserve the right to negotiate prices in ..... for the period ..... If a price change is agreed, the PARTIES will sign an annex to this Agreement. If the PARTIES fail to reach an agreement, this Agreement will expire with validity end.

***Zapis w przypadku zakupów towarów dostarczanych luzem (jeśli nie dotyczy usunąć).***

The SELLER and the BUYER weigh the goods on scales with valid legalization certificates. For the mutual settlements, the PARTIES undertake to accept the quantity in accordance with the SELLER's weight report, except for the difference above the 0,2% weight of goods in road tanker and 0,5% weight of goods in railway

tank. In such situations, the SELLER is obliged to issue an appropriate corrective invoice for the quantity indicated by the BUYER in accordance with the BUYER's weight report.

**Zapisy dla umowy cennikowej bez zobowiązania**

**PRICE LIST**

Unit prices and total net value refer to the list of items constituting the subject of the contract. The given unit prices include the cost of delivery.

1.1. The subject of the Agreement are commercial terms and conditions with regard to the Goods, their prices and delivery lead time, which will be concluded between the PARTIES of this Agreement by placing an Order by the BUYER, in accordance with the Price List of Goods. The price list of goods is valid for the date of placing the order and will be updated on an ongoing basis for each delivery agreed between the PARTIES.

1.2. In the event of a new purchase requisition, the PARTIES shall each time agree through negotiations:

- a) goods range to delivery including new items and services in reference to purchase requisition
- b) CN code along with information whether the product is subject to the SENT Act.
- c) unit price with freight cost
- d) quantity to delivery
- e) purchase value
- f) delivery date based on lead time

1.3. Price list update doesn't require the preparation of an ANNEX, but only sending the Purchase Order in paper or electronically.

1.4. The will of the PARTIES to this Agreement is to expand cooperation between the SELLER and the ORLEN Capital Group Companies.

**2. OBLIGATION OF THE SELLER**

**Klauzula zakupowa REACH, DOK ID: 184660964 (jeśli nie dotyczy usunąć).**

The SELLER declares that he is familiar with the Regulation (WE) No. 1907 / 2006 - REACH and therefore commits himself to deliver to the BUYER exclusively such substances in their own, in mixture or in an article (if releasing them under normal or reasonably foreseeable conditions of use is intended) which meet all provisions of the above mentioned Regulation.

In reference to the above the SELLER declares, that the delivered substances in their own, in mixture or in an article, constituting the subject of this order:

1. were registered according to the appropriate procedure set out in the REACH Regulation by: the producers or importers constituting preceding links in a supply chain, or the Only Representatives of producers (outside the EU); or
2. are exempted from registration requirement according to the Regulation (WE) No. 1907 / 2006 (REACH); or
3. are not subject to the Regulation (WE) No. 1907 / 2006 (REACH).

In case of infringing of the REACH provisions the SELLER additionally commits himself to compensate for the damage suffered by the BUYER as a result of such a breach of the Regulation, and the BUYER has the right to:

- a) return, at the SELLER's cost, the goods which fail to meet the requirements imposed by the provisions of the said Regulation .
- b) claim a refund of the price paid as well as the statutory interest charged by the BUYER from the pay-day to the day of refunding by the SELLER
- c) burden the SELLER with the obligation of reimbursement of every expenses, costs, fines, penalties or other payments imposed by authorized bodies as a result of the SELLER's breach of the provisions of the REACH Regulation
- d) claim of the SELLER the compensation for all damages suffered by the BUYER in relation to not fulfilling the provisions of the REACH Regulation by the SELLER.”

**SENT (jeśli nie dotyczy usunąć).**

SENT system - a monitoring system for the road and rail transport of sensitive goods and heating fuels trade in accordance with the Act of 9 March 2017. The PARTIES undertake to act in accordance with generally applicable laws. Additionally, in the case of the movement of goods specified in the Monitoring Act, the PARTIES undertake to comply with generally applicable laws.

In the case of planned transport of goods starting on the territory of the country (Poland), Sending Entity (the SELLER) is obliged to the register and obtain a reference number for this notification and provide this number to the carrier, before starting the transport of goods. Sending Entity (the SELLER) is also obliged to provide the reference number to the Receiving Entity (the BUYER) in reference to the Article 5 of the Act on Monitoring, to the e-mail address [sent.pwc@orlen.pl](mailto:sent.pwc@orlen.pl)

In the case of transport of goods from the territory of a Member State of UE or from the territory of a third country to the Poland, the Receiving Entity (BUYER) is obliged, before starting the transport of goods within the territory of the country (Poland), to submit a notification in the SENT system in order to obtain a reference number for this transport and provide this number to SELLER and SELLER to the CARRIER if the SELLER is responsible for organizing the transport. (Article 6 of the Monitoring Act.

In addition, the SELLER undertakes to provide all necessary and true data and information about the time of loading, start of transport, necessary for the registration in the SENT system by the BUYER. The SELLER also undertakes to provide all the necessary data regarding the carrier if the SELLER is responsible for organizing the transport.

The above provisions regarding the SENT system apply to supplies of goods covered by the excise duty paid procedure. In the case of the movement of goods under the procedure suspended excise duty, the provisions of the SENT system do not apply. The BUYER has the right to claim compensation for direct losses resulting from non-performance or improper performance of this Agreement on general terms for violation of the Monitoring

Act resulting from providing incorrect or incomplete information or failure to fulfill the SELLER's obligations under this Agreement.

**Zapis w przypadku zakupów wyrobów akcyzowych (jeśli nie dotyczy usunąć).**

The SELLER is obliged to issue all documents required in Poland in trading with goods acc. to Art. 1 of this Contract, which are excise goods, based on the Council Directive (EU) 2020/262 of 19 December 2019 laying down the general arrangements for excise duty (recast).

**W przypadku dostaw w procedurze zawieszenia poboru akcyzy potwierdzenie w EMCS (jeśli nie dotyczy usunąć).**

The SELLER shall sell the goods in the procedure suspended excise duty. The SELLER has a excise duty tax number .... and the tax warehouse number ..... The SELLER shall move above goods using EMCS. The SELLER provides security on excise duty on moved goods. Move with the use of the excise duty suspension procedure shall be in accordance with the rules governing the taxation excise duty ( Council Directive (EU) 2020/262 of 19 December 2019 laying down the general arrangements for excise duty (recast). The BUYER has a tax warehouse keeper license number PL 44200038205 and the tax warehouse number ..... will confirm receipt of the goods using EMCS through a receipt report, no later than within 5 days of receipt of the goods in a tax warehouse).

**W przypadku dostaw z zapłaconą akcyzą (jeśli nie dotyczy usunąć).**

The SELLER shall deliver the goods specified in the Art. 1 beyond suspension excise duty procedure (procedure with excise duty paid). The SELLER shall move the goods specified in Art. 1 using computerised system EMCS. The SELLER is obligated to use electronic simplified administrative document (e-SAD).

Move the goods with the use of the excise duty tax paid shall be in accordance with the rules contained in the Section 2 of the Council Directive (EU) 2020/262 of 19 December 2019 laying down the general arrangements for excise duty (recast).

The BUYER declares that he has the status of "certified consignee" in accordance with the Council Directive (EU) and in accordance with the Polish Act on excise duty of 6 December 2008, and he has number of "certified consignee": PL30010034A02.

The SELLER declares that he has the status of "certified consignor" in accordance with the Council Directive (EU).

Additionally, The SELLER undertakes in relation to the BUYER to provide all necessary and real data and information on the time of loading, the start of the transport, required to implement the transport declaration to the SENT system by Receiving Entity under the Act on monitoring system for road freight transport of 9 March 2017 ("The Act on monitoring").

**W przypadku dostaw w procedurze zwolnienia z poboru akcyzy (jeśli nie dotyczy np. nabywanie z zagranicy wyrobów akcyzowych w zwolnieniu - usunąć)**

The SELLER shall deliver the goods exempted from excise duty for the intended use, using computerised system EMCS. The SELLER is obligated to use electronic "Document of Delivery " (e-DD) to the movement of goods. The SELLER provides security on excise duty on moved goods. Movement of goods exempted from excise duty for the intended use shall be in accordance with the rules governing the taxation excise duty ( Act on excise duty of 6 December 2008 and the implementing rules for the set).

## WORK SAFETY AND OHS REGULATIONS IN ORLEN S.A.

1. The SELLER undertakes to perform the subject of the Agreement in accordance with the Regulations - General Requirements for Occupational Safety and Health at ORLEN S.A. (along with the Guidelines and their appendices available at the link indicated in the Regulations), constituting Appendix No. (XX ... uzupełnić) to the Agreement, and in accordance with other documents posted on the website of ORLEN S.A. at: <https://www.orlden.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orldenie/wykonawcy->

[zewnetrzni/wymagania-bezpieczenstwa](#), according to the current wording at all times of the term of this agreement, as well as with:

<https://www.orlden.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orldenie/wykonawcy-zewnetrzni/aktualnosci>

<https://www.orlden.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orldenie/wykonawcy-zewnetrzni/szkolenia>

2. Failure by the SELLER or any of the Contractor's / Contractor's / Lessee's employees to comply with the requirements set out in the Regulations and the indicated documents will constitute a serious breach of the terms of the Agreement.

3. If the supervision of the BUYER notices and reports that the subject of the Agreement is being performed in a manner that threatens human health or life, as well as forms a gross violation by the SELLER or persons working on his behalf, of generally applicable regulations and internal regulations on health and safety at work, fire protection or process safety, the Principal / Purchaser will take appropriate actions specified in Appendix No. 38 to Guidelines No. 2 of the Regulations - General Requirements for Occupational Safety and Health at ORLEN S.A.

### 3. OBLIGATION OF THE BUYER

1. The BUYER stipulates the right to make a chemical analysis of the delivered product. In case of non-compliance of parameters with the specification, specified in Appendix no ..... BUYER stipulates the right to return of the product at the expense of the SELLER or leave the product at the disposal of the SELLER. SELLER shall deliver the goods in accordance with the specifications within 5 days of non-compliance being submitted.

2. In the case of returnable packaging, the BUYER will notify the SELLER that empty packaging for collection are ready to be returned. The packages will be placed at the disposal of the SELLER on the basis of EXW, the BUYER's warehouse according to INCOTERMS 2020.

### 4. TIME OF DELIVERY

#### Dla umowy ramowej długoterminowej z wieloma dostawami

This is a framework agreement valid from ..... until ..... year.

Deliveries will be made on the basis of separate Purchase Orders sent by the BUYER at least ..... calendar days before the expected delivery date. Extension of the delivery lead time or partial deliveries do not require an Annex, but only the written approval of the BUYER. Shortening the delivery lead time requires the written approval of the SELLER.

The BUYER does not grant the SELLER exclusivity on delivery of goods which are subject of the agreement. The SELLER is obliged to execute the Order placed by the BUYER in accordance with its content and the terms of this Agreement.

BUYER reserves the right to place purchase orders for goods, of which total quantity may be less than the quantity specified in the Agreement. In case of purchase of smaller quantities than the quantity specified in the Agreement, the SELLER shall not claim any compensation from the BUYER.

Within validity and under the terms of this Agreement, the BUYER shall place Orders in accordance with the prices specified in pont 1. Each order is an integral part of the Contract. Orders will be sent at the address indicated by the SELLER. On behalf of the BUYER, Purchase Orders shall be submitted to the SELLER by authorized representative of the BUYER.

**Dla umowy jednorazowej (krótkoterminowej)**

The delivery have to be made no later than .....

Changing the delivery date, i.e. extending the the dlivery lead time or partial deliveries, do not required an Annex to be valid, but only the BUYER's written approval of the BUYER. Shortening the delivery time requires the written approval of the SELLER.

## 5. TERMS OF DELIVERY

Delivery terms ..... (DAP, DDP, FCA, inne) ..... (Płock, Włocławek, inne) DDP, FCA), INCOTERMS 2020.

Due to the critical infrastructure, truck with goods for the BUYER cannot bring goods intended for other recipients.

**Jeżeli dostawca nie wyraża zgody to opcjonalnie użyć poniższy zapis (opcja)**

unless they have been included in the prior notification by the SELLER and confirmed by the BUYER.

Delivery address:

ORLEN S.A.

ul. Chemików 7,

09-411 Płock

Goods on the pallet:

entrance via gate no. 10, warehouse no. 04 / field no ..... open from 7:00 to 14:00

Delivery by road tank (bulk):

entrance via gate no. 5, field no .... unloading serice from 7:00-22:00

Delivery by railway tank (bulk):

railway station Płock Trzepowo, PKP Cargo S.A., station code 032623, ul. Chemików 7, 09-411 Płock

**lub**

ORLEN S.A.

Plant PTA

ul. Krzywa Góra 13/15/17

87-800 Włocławek

Delivery by railway tank (bulk):

railway station Włocławek-Brzezcie, station code 51021634

**lub**

DDP Płock, zgodnie z INCOTERMS 2020.

ORLEN S.A.

Plant CCGT Włocławek

ul. Wiklinowa 22,

Umowa nr

87-800 Włocławek

The SELLER is obliged to notify the delivery at least 2 working days before the planned delivery date.

The notification should contain the following information:

- purchase order number
- name of ordered goods
- mass net
- copies of the documents listed below, driver's data (name, surname, ID number, registration numbers of the car and semi-trailer, car brand)

The following set of documents is to be enclosed to the Goods:

- certificate of analysis (CoA)
- material Safety Data Sheet (MSDS) in Polish language (for the first delivery and after each update)
- bill of lading (CMR, CIM)
- delivery note
- packing list in which goods are delivered according to Appendix no ... (only for deliveries from outside Poland)

All the required documents shall be in Polish language, if possible. Otherwise, the documents shall be prepared in English language excluding MSDS. Delivery documents and technical documentation should be handed over to the Installation/Warehouse employee. The BUYER has the right to refuse acceptance of delivery if certificate of analysis is not enclosed to the goods.

The SELLER is obliged to ensure that with each delivery, all packaging of the delivered goods meets the legal requirements, in particular those set out in art. 14 of the Act of 13 June 2013 on the management of packaging and packaging waste (Journal of Laws 2018, item 150, as amended).

The Goods shall be marked:

ORLEN S.A.

ul. Chemików 7, / ul. Krzywa Góra 13/15/17, / ul. Wiklinowa 22,

09-411 Płock / 87-800 Włocławek

Warehouse / field no ...

Contract / Purchase order no .....

Contract no: .....

The PARTIES indicate the following contact persons and declare that they have appropriate authorizations:

SELLER's contact person: Contact name, tel., +48 ....., e-mail: .....

SELLER's e-mail for placing an orders: .....

BUYER's contact person: Contact name, tel. + ....., e-mail: .....

The change of the representatives of the PARTIES does not constitute a change to the terms of the Agreement and does not require an Annex for its validity, but only a notification to the other PARTY in writing.



## 6. TERMS OF PAYMENT

Direct remittance successively after each delivery to the SELLER's account 45 days from the date of:

- receiving properly issued invoice
- proper fulfilment of the Subject of this Purchase Order
- fulfilling all conditions of this Purchase Order

The above mentioned payment terms starts after fulfilment by the SELLER all of the above indicated obligations jointly.

### Do wyboru opcje dla SPRZEDAWCY z krajowym NIP-em:

#### (A)\_Kontrakt i płatność w PLN

The payment for performance of the Contract shall not exceed the amount of ..... **lub** shall be amount increased by VAT in PLN in accordance with applicable regulations. The actual value to be paid will be depending on the delivered quantity and the price in accordance with Art. 1.

#### (B)\_Kontrakt w obcej walucie (€/ \$) płatność PLN

The payment for performance of the Contract shall not exceed the amount of .....(€/ \$/inne) **lub** shall be amount (€/ \$/inne) converted into PLN according to the average NBP exchange rate announced for the day preceding the day of issuing the invoice, increased by VAT (the exchange rate and the table should be provided on the VAT invoice). The actual value to be paid will be depending on the delivered quantity and the price in accordance with Art. 1.

#### (C)\_Kontrakt i płatność w obcej walucie obcej (€/ \$)

The payment for performance of the Contract shall not exceed the amount of ..... **lub** shall be amount (€/ \$/inne) increased by VAT and paid in PLN in accordance with applicable regulations.

The VAT value in PLN will be converted according to the average NBP exchange rate announced for the last business day preceding the day of delivery of the goods (sale), and if the invoice is issued before the day of delivery of the goods - for the last business day preceding the day of issuing the invoice (rate, exchange rate date and table should be provided on the VAT invoice). The actual value to be paid will be depending on the delivered quantity and the price in accordance with Art. 1.

### Dla SPRZEDAWCY z UE z spoza Polski (ICS / WNT):

The payment for performance of the Contract shall not exceed the amount of .....(€/ \$/inne) without local taxes charges (VAT 0%). Due to the Intra-Community supplies (ICS), the BUYER will settle VAT on his own in the country of destination.

The actual value to be paid will be depending on the delivered quantity and the price in accordance with Art. 1.

## Invoice

Properly issued invoice, in addition to the statutory requirements, should be printed on one side white paper and include the following information:

- Number and the name of the Goods with net unit price
- Number of BUYER's Purchase Order
- Payment terms
- Bank details and account numbers
- VAT Number
- Declaration of release for free circulation in the EU, unless the statement is a separate document
- CN code
- Country of origin

Original invoice together with the copies of documents specified in Art.5 above should be addressed and marked like below:

ORLEN S.A.  
„INVOICE”  
ul. Chemików 7  
09-411 Płock  
POLAND

The above information are strictly required by the BUYER. At the written request of the BUYER or after changing the bank account, the SELLER will be obliged to send bank details signed by persons with appropriate powers of attorney.

### ***Zapis, który stosujemy w przypadku wysyłania przez Sprzedawcę faktur drogą elektroniczną (e-faktury):***

Electronic Invoices together with attachments can be sending in in single PDF file after previously signed agreement to the address: [einvoice@orlen.pl](mailto:einvoice@orlen.pl)

Copies of documents specified in Art.5 above as well as another sort of correspondence should be sent via e-mail directly to the BUYER's contact person.

### **Split payment – usunąć jeżeli dostawca/fakturowanie przez dostawcę bez krajowego NIP-u**

#### **Split payment**

1. Contractual payment shall be made in the split payment mechanism referred to in the VAT Act of 11 March 2004 (consolidated text Journal of Laws of 2023, item 1570 as amended) only to the bank account (indicated by the SELLER) listed in a VAT taxpayer register kept by an appropriate authority (so-called: White List). It applies both PLN and foreign currency bank accounts.

2. If the payment cannot be made in the manner indicated in clause 1 above due to:

- (i) the lack of the bank account number (indicated by the SELLER on the White List or
- (ii) the SELLER's failure to indicate the bank account number in PLN listed on the White List for the payment of part of the gross price corresponding to VAT (applicable to cases where the SELLER has indicated the bank account in a foreign currency for the payment of the net price),

BUYER shall be entitled to withhold the payment (for the SELLER) of respectively: remuneration (in the case referred to in point (i) above) or the part of remuneration corresponding to VAT (in the case referred to in point (ii) above).

3. In the case indicated in point 2 above the payment shall be made within 7 working days from (respectively):

the day following the day in which the SELLER informs BUYER about the appearance of its bank account number on the White List (in the case referred to in clause 2 sub-point (i) above or the day following the day of indication by the SELLER to BUYER the bank account number in PLN listed on the White List (in the case referred to in clause 2 sub-point (ii) above).

4. The PARTIES agree that the occurrence of the circumstances referred to in clause 2 above releases BUYER S.A. from the obligation to pay default interest for the period between the payment date specified in the SELLER and the date of the payments referred to in clause 3 above made by BUYER to the SELLER.

5. Pursuant to the provisions of article 4c of the polish act, dated 8 march 2013, on counteracting excessive late payments in commercial transactions (Journal of laws 2023 pos. 711 as amended), BUYER declares that it has a status of a large entrepreneur.

## 7. GENERAL TERMS

### 7.1 General Terms And Conditions.

Except as supplemented the General Terms of Purchase Chemical Raw Materials ORLEN Spółka Akcyjna (ORLEN S.A.) OWZ Rev. III/2012 06.12.2012 which are integral part of this Contract as set out further on shall apply. In the event of contradiction between the Contract and OWZ Rev. III/2012 06.12.2012 this Contract prevails over General Terms.

Conclusion of the contract or its amendment requires a written or electronic form.

In the event of refusal to perform the contract or delay in delivery, the SELLER hereby undertakes to reimburse the BUYER for the costs of the so-called of the Substitute Agreement, being the difference between the costs of the Substitute Agreement and the this Agreement, as well as the costs of damages resulting from delay or non-performance of the agreement. The SELLER will be obliged to pay these costs on the basis of a debit note. The basis for issuing a debit note will be an invoice received by the BUYER and issued by a third PARTY and a statement of costs of damages of the BUYER.

### 7.2 Information note

**Klauzule o ochronie informacji giełdowych i wykonywaniu obowiązków informacyjnych na rynku kapitałowym przez ORLEN S.A. DOK ID 261885564**

**KLAUZULA MAR NR 1 - Druga STRONA umowy jest przedsiębiorstwem, którego instrumenty finansowe nie są notowane na giełdzie papierów wartościowych w państwie członkowskim Unii Europejskiej.**

ORLEN S.A. 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 S.A. informs the other PARTY of the agreement about the intention of publishing the information regarding the agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.

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.

***KLAUZULA MAR NR 2 - Druga STRONA umowy jest przedsiębiorstwem, którego instrumenty finansowe są notowane na giełdzie papierów wartościowych w państwie członkowskim Unii Europejskiej.***

Both PARTIES of the agreement are 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. Both PARTIES of the agreement inform each other about the intention of publishing the information regarding that agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.
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. Where both PARTIES recognize the agreement as an inside information within the meaning of MAR Regulation, the PARTIES allow themselves the possibility of presenting for consultation the scope of information being the subject of regulatory announcements regarding this agreement.

***KLAUZULA MAR NR 3 - Drugą STRONĄ tłumacze, graficy, firmy i instytuty badawcze, firmy projektowe i inne osoby określone w rozporządzeniu MAR jako: pracujące dla ORLEN S.A. na podstawie innych umów niż Umowa o pracę.***

ORLEN S.A. 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 S.A. informs the other PARTY of the agreement that as a result of performing its tasks for ORLEN S.A., 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.

### 7.3 Protection of information

#### **ID DOK 261534789**

**Wzór zapisów do stosowania w umowach w ramach, których Kontrahent/Dostawca/Oferent:**

**a/ będzie miał dostęp do:**

- informacji stanowiących Tajemnicę Przedsiębiorstwa
- informacji stanowiących Tajemnicę Spółki ORLEN S.A.

**b/ nie będzie miał dostępu do:**

- Danych Osobowych innych niż dane kontaktowe pracowników ORLEN S.A. W przypadku konieczności udostępnienia innych niż wskazane w zdaniu pierwszym danych osobowych lub powierzenia do przetwarzania należy skontaktować się z pracownikami Działu Bezpieczeństwa Informacji.

#### I. Business Secrets

1. The SELLER, Mandatory (if it is a contract with an individual) 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 Contract, if such information relates directly or indirectly to the BUYER, companies of the BUYER's 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 negotiating, concluding and performing the Contract 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 this Contract and in accordance herewith, 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'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
  - 2.4 the BUYER has expressed its written consent to SELLER's 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 Contract 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 hereof. 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 Contract execution.
  4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the SELLER's staff and other persons, including, in particular, auditors, consultants and subSELLERs, 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 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.
  8. 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: one hundred thousand zlotys) 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 BUYER 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 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.
10. Should it be necessary, throughout performance of this Agreement, 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 undertakes to apply the principles and conditions for the protection of the Company Secrets of ORLEN S.A., set out in section II.
11. For the avoidance of doubt, the PARTIES confirm that the SELLER, beside its obligations under this Contract, 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 SELLER 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 in the point 7.4 this Agreement, with simultaneous compliance with the accountability principle.

## II. Company Secrets of ORLEN S.A.

1. The SELLER acknowledges that information classified as "Company Secrets" or "Company Secrets of ORLEN S.A." or "Company Secrets of ORLEN S.A." is a particularly protected, qualified type of Business Secrets, being subject to special actions specified in the internal acts of the BUYER aimed to keep it secret, and whose use, transfer or disclosure, in whole or even in part, to an unauthorised person, significantly threatens or violates material interests of the BUYER (hereinafter: the Company Secrets of ORLEN S.A.).
2. The information constituting the Company Secrets of ORLEN S.A. shall also include non-classified information processed in IT or ICT systems, which shall be notified to the BUYER by the SELLER, in writing or electronically, as representing the Company Secrets of ORLEN S.A.
3. The SELLER shall apply to the Company Secrets of ORLEN S.A., in addition to the provisions of Chapter I (Business Secrets), also the provisions of this Chapter II (Company Secrets of ORLEN S.A.). In the event of conflict between the provisions governing the principle of Business Secrets protection and the provisions relating to the Company Secrets of ORLEN S.A., the provisions providing for more effective protection shall prevail.
4. The SELLER shall promptly, but no later than within 5 working days from the conclusion hereof, provide the BUYER with one copy of the list of persons, whose model is attached as „Point A” below, as well as statements signed by persons specified in the list, whose model is attached as „Point B” below.
5. The SELLER shall acquaint persons referred to in section 4 above with the principles of protection of the Company Secrets of ORLEN S.A. in force at the BUYER's, in form and time agreed between the PARTIES, but not later than prior to processing the Company Secrets of ORLEN S.A.

6. The SELLER shall be required to obtain the prior written consent of the BUYER for making the Company Secrets of ORLEN S.A. available to third PARTIES.
7. The SELLER shall not be entitled to copy materials provided by the BUYER and containing the Company Secrets of ORLEN S.A., without the prior written consent of the BUYER.
8. Not later than three months after the termination, expiry or cancellation or impairment of legal effects hereof, the SELLER and any persons to whom the SELLER has communicated the Company Secrets of ORLEN S.A. shall return to the BUYER or destroy any documents, media and files containing the Company Secrets, and shall present an appropriate statement of destruction or return of all of the above materials. This obligation shall not apply to information whose processing is necessary to perform obligations under the mandatory legal provisions.
9. The SELLER shall not be entitled to mark materials containing the Company Secrets of ORLEN S.A. with other clauses or signs than "THE COMPANY SECRETS OF ORLEN S.A.".
10. For any violation of obligations under this Contract relating to the protection of information constituting the Company Secrets of ORLEN S.A., the BUYER shall be entitled to request the SELLER to pay a contractual penalty in the amount of PLN 1 000 000,00 (in words: one million zlotys) 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 BUYER as provided by this Contract and by law, including the Act of 16 April 1993 on combating unfair competition.
11. Should it be necessary to replace materials containing the Company Secrets of ORLEN S.A. in electronic form, there shall be applicable rules of procedure set out in Appendix No. 3.

**A. The list of persons who will have access to the Company Secrets of ORLEN S.A.**

**LIST OF PERSONS\***

who will have access to the Company Secrets of ORLEN S.A.

in connection with performance of the Contract No. .... ..

No.	First name and surname of the person making the statement	Position of the person making the statement**	Company	Date of the statement	Notes
1.					
2.					
3.					
4.					
5.					

\* - The SELLER is required to indicate in the list all individuals who in connection with the execution of this Contract may have access to information constituting the Company Secrets of ORLEN S.A., including: employees of the SELLER, subSELLERS, consultants, auditors and persons providing services on the basis of civil law contracts

\* - applies to persons employed on the basis of employment contracts



Umowa nr

Date and signature of the SELLER

Recipients:

1 x BUYER's organisational unit responsible for execution of the Contract (original)

1 x Security of Infrastructure and Data Supervision Office of the BUYER (original)

1 x the SELLER (original)

**B. Form of a statement to be signed by persons employed in an external entity/service provider of an external entity on non-disclosure of the Company Secret of ORLEN S.A. and/or the Company Secret of another Company**

.....  
(place, date)

.....  
(full name of the signatory)

.....  
(name and address of an entity in which the signatory is employed or  
for which the signatory renders services)

.....  
(position of the signatory\*)

**STATEMENT**

In relation to execution of professional duties under the agreement no ..... dated ..... ("the Agreement") concluded between ..... and ORLEN S.A., I hereby confirm with my handwritten signature that I am aware of liability for violation of the principles of protection of the Company Secret of ORLEN S.A. / the Company Secret of another Company belonging to GK ORLEN\*\* under respective legal provisions.

I undertake not to disclose, provide or use the Company Secret of ORLEN S.A. / the Company Secret of another Company belonging to GK ORLEN\*\* for other purposes than due execution of the Agreement, for the duration of the Agreement and for the period of 10 (ten) years after its termination, expiry or annulment, or annihilation of its legal consequences, unless a longer period of protection is determined by the PARTIES in the Agreement.

.....  
(signature of the signatory)

Distributed to:

1 x a signatory (original)

1 x organizational unit of ORLEN S.A. responsible for execution of the above mentioned agreement (original)

1 x Security of Infrastructure and Data Supervision Office (original)

\* in case of persons employed under employment agreements

\*\* please, select the respective provision depending on whether the Company Secret of ORLEN S.A. / the Company Secret of another Company belonging to GK ORLEN is to be provided under the Agreement

### C. Rules to communicate Company Secret of ORLEN S.A. in an electronic form

Where it is necessary to communicate Company Secret of ORLEN S.A. in an electronic form, the Principal consents to have such information communicated via electronic mail only as attachments, in compliance with the following terms of the Principal's internal information security policy:

1.1 Attachments containing the Company Secret of ORLEN S.A. shall be cryptographically coded with an AES256 or stronger algorithm, as agreed between the PARTIES (e.g. archiving software with embedded encoding algorithm).

1.2 Protective password (encryption key) to prevent unauthorised access to such attachments shall consist of at least 8 (eight) characters, including 3 from 4 character groups (upper and lower case, digits and special symbols).

1.3 The sender, having received from the recipient confirmation of receipt of the encrypted attachments, shall communicate the protective password (encrypted code) to the recipient via electronic mail (email), text message or phone call upon confirmation of receipt of the encrypted attachment by the recipient, in compliance with the principle of non-disclosure of the password to unauthorized persons.

1.4 Encrypted attachments may be transmitted between the respective e-mail accounts of the PARTIES to this Agreement. The Service Provider shall make sure that the e-mail accounts used for the transmission of encrypted attachments are duly protected against the loss of and unauthorized access to such attachments.

2. The Service Provider shall protect their own computer resources directly or indirectly involved in the processing of the Company Secret of ORLEN S.A. against the risk of any breach of the security of such information.

3. Where it is reasonably justified:

3.1 to change the means of electronic transmission of Company Secret of ORLEN S.A.,

3.2 to give the Service Provider logical access to the Principal's IT resources,

3.3 to give the Service Provider physical access to selected zones and rooms where the Principal's computer resources are used,

the PARTIES shall execute a suitable Annex to the Agreement specifying in detail the terms of responsibility and safety requirements with respect to such transmission or access.

**ID DOK 261534765. Wzór uproszczonego zapisu o ochronie informacji (PL+EN). \* obowiązku informacyjnego nie stosuje się w Umowach zawieranych pomiędzy spółkami GK ORLEN.**

**Komentarz wewnętrzny dla osoby opracowującej umowę.**

**Wzór zapisów do stosowania w umowach w ramach, których Kontrahent/Dostawca/Oferent:**

**a/ będzie miał dostęp do:**

**- informacji stanowiących Tajemnicę Przedsiębiorstwa**

**b/ nie będzie miał dostępu do:**

**- informacji stanowiących Tajemnicę Spółki ORLEN S.A.**

**- Danych Osobowych innych niż dane kontaktowe pracowników ORLEN S.A. W przypadku konieczności udostępnienia innych niż wskazane w zdaniu pierwszym danych osobowych lub powierzenia do przetwarzania należy skontaktować się z pracownikami Działu Bezpieczeństwa Informacji.**

***W sytuacji gdy w opinii Opiekuna umowy, uzgodnionej z Właścicielem merytorycznym umowy, umowa nie przewiduje przekazywania do Kontrahenta żadnych informacji posiadających lub mogących posiadać wartość gospodarczą dla ORLEN S.A., nieujawnionych do publicznej wiadomości Opiekun Umowy może skorzystać z uproszczonych zapisów w zakresie ochrony informacji.***

## **Business Secrets**

1. The SELLER, Mandatory (if it is a contract with an individual) 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 Contract, if such information relates directly or indirectly to the BUYER, companies of the BUYER's 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 negotiating, concluding and performing the Contract 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 this Contract and in accordance herewith, 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'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

2.4. the BUYER has expressed its written consent to SELLER's 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 Contract 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

hereof. 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 Contract execution.

4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the SELLER's staff and other persons, including, in particular, auditors, consultants and subSELLERs, 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 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.

8. 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 100 000,00 (in words: one hundred thousand zlotys) 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 BUYER 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 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.

10. 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 this Contract, 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.

11. For the avoidance of doubt, the PARTIES confirm that the SELLER, beside its obligations under this Contract, 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 SELLER 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.

**Lub**

## **261534660 OCHRONA INFORMACJI**

**Wzór zapisów do stosowania w umowie, gdy Kontrahent nie będzie miał dostępu do żadnych informacji posiadających lub mogących posiadać wartość gospodarczą dla ORLEN S.A., nieuwjawnionych do publicznej wiadomości (Tajemnica Przedsiębiorstwa, Tajemnica Spółki ORLEN S.A.) oraz danych osobowych**

**Zastosowanie uproszczonego zapisu o ochronie informacji (wg. wzoru poniżej) możliwe jest wyłącznie pod warunkiem, że:**

**1/ w opinii Opiekuna umowy, uzgodnionej z Właścicielem merytorycznym umowy, umowa ta nie przewiduje przekazywania do Kontrahenta żadnych informacji posiadających lub mogących posiadać wartość gospodarczą dla ORLEN S.A., nieuwjawnionych do publicznej wiadomości**

**i**

**2/ osoby uczestniczące w procesie opiniowania i akceptacji umowy ze strony Biura Prawnego zostaną poinformowane o decyzji Właściciela merytorycznego umowy w formie wiadomości email, pisma, stosownej notki w polu „Uwagi” w systemie Dok system lub skanu pisma załączonego w systemie Dok system.**

**Obowiązkowi informacyjnego nie stosuje się w umowach zawieranych pomiędzy spółkami GK ORLEN**

1. The SELLER undertakes to keep confidential all information obtained in relation to entering into and execution of this Agreement, including the provisions of this Agreement, not to use this information for other purposes that execution of this Agreement and not to disclose it to any third PARTIES without ORLEN's consent. The obligation of confidentiality of information is binding in the duration of this Agreement and for 3 years after its termination, expiry or annihilation of legal consequences.

2. 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 Business Secrets or the Company Secrets of BUYER, understood as the sensitive type of the Business Secrets of the Ordering PARTY, the SELLER shall immediately conclude with the Ordering PARTY, before receiving and processing such information, an amendment to this Contract, compliant with the internal acts of the Ordering PARTY, which shall lay down the principles and conditions for the protection of the Business Secrets and the Company Secrets of BUYER.

3. 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 Ordering PARTY an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

4. The SELLER 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.

#### 7.4 Information clause

#### **261439782 ver. 5 OŚWIADCZENIE Beneficjent Rzeczywisty**

1. ORLEN Spółka Akcyjna with its registered office in Płock 09-400, ul. Chemików 7, ("ORLEN"), hereby informs that is 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 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 indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer). Information on the Data Protection Officer is also available at [www.orlen.pl/en](http://www.orlen.pl/en) in the tab „Contact“.
3. Your personal data is processed for the following purposes:
  - a. undertaking activities in order to establish cooperation and conclude and perform the agreement with a PARTY for which you are the Beneficial owner,
  - b. fulfilment of the legal obligations of ORLEN, in particular:
    - I. obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act")
    - II. resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
  - c. verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN, in particular by verifying the existence of your data on sanction lists.
  - d. handling, pursuing and defence of claims.
4. The legal grounds for the processing by ORLEN of your personal data for the purpose defined in Section 3 above include:
  - a. conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
  - b. fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN for the purposes defined item 3 point b,
  - c. legitimate interest of ORLEN (in compliance with Article 6(1)(f) of the GDPR) for the purposes defined item 3 point c and d i.e. ensuring security of ORLEN interests (economic, image and legal) when concluding and continuing business relations and handling, pursuing and defence of claims.
5. Your personal data submitted to ORLEN by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN or intending to provide services to which you are a Beneficial owner are first name, surname, citizenship, PESEL number, date of birth series and number of document confirming the identity, residence address and that you are a Politically exposed person or a Family member or Associate of a Politically exposed person.
6. Your personal data may be disclosed by ORLEN to entities and bodies authorised to process such data under the applicable laws. Your personal data may also be disclosed, in the event that it is necessary to achieve the purposes of processing referred to in point 3, to companies from the ORLEN Capital Group and entities

(recipients) cooperating in the performance of the agreement, in particular entities providing IT services, services in the scope of invoicing, settlement of receivables, delivery correspondence, advisory services, legal services, debt recovery services, archiving services.

7. Your personal data shall be stored for the duration of the agreement and for a period of 5 years thereafter, however not less than until the expiry of mutual claims arising from the agreement. Providing personal data is voluntary, but necessary to conclude and perform the contract.
8. In connection with the processing of your personal data you have the following rights:
  - the right to access to 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 data portability,
  - the right to object, in the event your personal data are processed by ORLEN 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”.

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

## 7.5 Anti-corruption clause

**Klauzula antykorupcyjna ID DOK 220101982. Klauzula antykorupcyjna została wprowadzona na podstawie Zarządzenia nr 45/2018/DG z dnia 14 listopada 2018 roku w sprawie: wprowadzenia „Polityki antykorupcyjnej w Grupie Kapitałowej ORLEN”. Ostateczny jej kształt może być uzgadniany z kontrahentem, ponieważ często kontrahenci działają na własnych wzorach.**

1. Each of the PARTIES certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the PARTIES as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the PARTIES.
2. Each PARTY declares that it has implemented procedures for the prevention of corruption and conflict of interests.
3. Each of the PARTIES additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the PARTIES as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the PARTIES.
4. The PARTIES guarantee that, in connection with the conclusion and performance hereof, neither of the PARTIES and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
  - (i) any member of the management board, director or another employee or agent of a PARTY or any business entity controlled by or affiliated with the PARTIES,
  - (ii) a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the PARTIES or any business entity controlled by or affiliated with the PARTIES are located;
  - (iii) any political PARTY, member of a political PARTY or candidate for a post in a state office;



- (iv) any agent or intermediary in exchange for payment to any of the aforementioned; and
  - (v) any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the PARTIES.
5. The PARTIES are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the PARTIES, the other PARTY shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
  6. Each of the PARTIES certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: [naruszenieprawa@orlen.pl](mailto:naruszenieprawa@orlen.pl) or by phone: +48 800 322 323 – without caller identification.
  7. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any PARTY, the PARTIES shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

## 7.6 Sanction clause

### Klauzula sankcyjna dwuSTRONna wersja POL. ID DOK 257800689

## 1. REPRESENTATIONS OF THE PARTIES

Each PARTY represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

- (i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the “**Sanction Provisions**”);
- (ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the “**Sanctioned Entity**”);
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

## 2. OBLIGATIONS OF THE PARTIES

2.1 Each PARTY hereby undertakes to ensure that during the term of the Agreement:

- (i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;



- (ii) any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
  - (iii) any of the representations represented in Clause 1 will remain correct.
- 2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, the PARTY shall inform the other PARTY of each such event and of the steps undertaken to restore the correctness of such representations.
- 2.3 In the event of breach of the obligations set forth in Clause 2.1, the other PARTY shall be entitled to terminate the Agreement due to the fault of the PARTY in breach of the obligation and to compensation covering any damages related thereto. In addition, if as a result of a breach of the obligations set forth in Clause 2.1 or Clause 2.2, the other PARTY shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the other PARTY shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

## 7.7 Packaging requirements

**Dla dostawcy zagranicznego – niepotrzebne usunąć**

The SELLER will deliver the goods in packaging that meets the legal requirements, in particular those specified in art. 14 of the Act of 13 June 2013 on the management of packaging and packaging waste (Journal of Laws of 2018, item 150, as amended).

Information on the packaging used, in accordance with Appendix No. ... will be attached to the shipment together with the delivered goods.

## 7.8 Orlen Capital Group Clause

**Opcjonalnie – jeżeli niepotrzebne usunąć**

### **Klauzula Grupy Kapitałowej ORLEN. ID DOK: 286757119**

Klauzula Grupy Kapitałowej ORLEN zastosowana w Umowie, pozwala na podpisanie przez Spółkę GK umowy z dostawcą na wynegocjowanych przez ORLEN S.A. warunkach lub na warunkach nie mniej korzystnych niż uzgodnione w umowie ORLEN S.A. / ORLEN Capital Group clause used in agreement allows the Capital Group Company to sign an agreement with supplier on the conditions agreed by ORLEN S.A. or on conditions no less favourable than those agreed in ORLEN S.A. agreement.

*The will of the Parties to this Agreement is to expand cooperation between the Seller/Supplier/Contractor\* and companies from the ORLEN Capital Group/ORLEN S.A.*

*In the event of a need to purchase services and/or goods that are the subject of this Agreement by companies from ORLEN S.A. Capital Group/ ORLEN S.A., the Seller/Supplier/Contractor\* undertakes to offer trade terms and conditions\*\*\* to companies from ORLEN S.A. Capital Group/ ORLEN S.A., which are no less favourable than those set forth in the Agreement.*

*For the implementation of the above:*

*1) The Seller/Supplier/Contractor\* agrees on disclosure of the content of the Agreement by ORLEN S.A. to the companies from ORLEN Capital Group and transfer of the information on ongoing basis between those Companies and ORLEN S.A. regarding the level of turnover achieved in connection with conclusion of agreements with the Seller/Supplier/Contractor\*.*

*The Seller/Supplier/Contractor\* is obliged to conclude a separate agreement on the commercial terms and conditions \*\*\* that are no less favourable than those agreed upon in this Agreement / to sign an agreement on accession to the Agreement, which is attached in an Appendix to this Agreement, allowing the entity from ORLEN Capital Group to join the cooperation terms described in this Agreement\*\*. The Seller / Supplier / Contractor\* undertakes to notify ORLEN S.A. each time about conclusion of a contract with a new entity / accession of a new entity\*\* from ORLEN Capital Group to the Agreement.*

Kind	Agreement ID	File ID	Status	Modification date
Final	268111110	280842231	Accepted	2023-10-04 09:58:32

In the event where a framework agreements have been previously concluded between the Seller/Supplier/Contractor\* and a Company from the ORLEN Capital Group, which cover the subject of this Agreement, the Seller/Supplier/Contractor\* undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to the Company

2) the Seller/Supplier/Contractor\* agrees on disclosure of the content of the Agreement by the companies from ORLEN Capital Group to ORLEN S.A. and on transfer of the information on ongoing basis between ORLEN S.A. and those Companies regarding the level of turnover achieved in connection with conclusion of agreements with the Seller/Supplier/Contractor\*.

The Seller/Supplier/Contractor\* is obliged to conclude a separate agreement on the commercial terms and conditions \*\*\* that are no less favourable than those agreed upon in this Agreement / to sign an agreement on accession to the Agreement, which is attached in an Appendix to this Agreement, allowing ORLEN S.A. to join the cooperation terms described in this Agreement\*\*. The Seller / Supplier / Contractor\* undertakes to notify the Companies each time about conclusion of a contract with a new entity / accession of a new entity\*\* - ORLEN S.A. to the Agreement.

In the event where a framework agreements have been previously concluded between the Seller/Supplier/Contractor\* and ORLEN S.A., which cover the subject of this Agreement, the Seller/Supplier/Contractor\* undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to ORLEN S.A.

ORLEN S.A. and entities from ORLEN Capital Group will bear several liability for all acts or omissions under individual agreements concluded by them with the Seller/Supplier/Contractor\*, in particular ORLEN S.A. will not be held liable for payment of any amounts that ORLEN Group entities are obliged to pay to the Seller/Supplier/Contractor\* and the Company will not be held liable for payment of any amounts that ORLEN S.A. is obliged to pay to the Seller/Supplier/Contractor\*.

\*appropriate variant to be selected

\*\* the relevant formula for the use of the contract with the GK clause by GK/PKNORLEN S.A. to be selected

\*\*\* an additional clause stating: "on an FCA Seller basis (in accordance with INCOTERMS 2010)" applies to contracts in the category of BIOCOMPONENTS

## 8. ENCLOSURES

Enclosure no 1: Technical Specification

Enclosure no 2: General Terms of Purchase of Chemical Raw Materials ORLEN Spółka Akcyjna (ORLEN S.A.) OWZ Rev. I / 01.08.2023 (hereinafter General Terms).

All Enclosures are integral part of the Contract.