**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 the **"Ordering Party"**, represented by:

**Tomasz Olczak           as: the Proxy**

authorised to represent the Ordering Party 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 **"Service Provider"**, represented by:

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

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

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

The Ordering Party and the Service Provider 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/2/004910/25 submitted by the Ordering Party within the process named “Request for Information (RFI) Rotary Pressure Filter technology in separation processes at the PTA plant”, during which Ordering Party will be providing data regarding the PTA Plant in Włocławek to analyse the possibility of implementing commercially proven Rotary Pressure Filter technology at the PTA plant in Włocławek (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 the Ordering Party, the Parties undertake to conclude this Information Protection Agreement (hereinafter referred to as the “Agreement”) in order to stipulate the terms and conditions under which the Ordering Party shall make information available.

Now, therefore, the Parties agree as follows:

**Article 1**

**Business Secrets**

1. The Service Provider agrees to maintain confidentiality of information provided directly or indirectly by the Ordering Party (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Service Provider in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this  Agreement, if such information relates directly or indirectly to the Ordering Party, companies of the Ordering Party'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 the Ordering Party, 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 Ordering Party or on its behalf or otherwise obtained by the Service Provider 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 the Ordering Party or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
   3. the Service Provider 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 Service Provider shall immediately inform the Ordering Party in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Ordering Party'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. the Ordering Party has expressed its written consent to Service Provider's disclosure or use of information for a specific purpose, in manner indicated by the Ordering Party.
3. The Service Provider 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 Service Provider shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance of the Works. The Service Provider shall immediately notify the Customer of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with  the Works execution.
4. The obligation to maintain confidentiality of the information referred to in section  1 above also extends to the Service Provider's staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Service Provider shall disclose such information. The Service Provider 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 Service Provider 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 Ordering Party, the Service Provider shall, within a period not longer than five days, send to the Ordering Party a list of persons and entities that have been provided by the Service Provider 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 Ordering Party or based on the specific provisions of the law, the Ordering Party shall notify the Service Provider in writing of protection period extension for an additional period, indicated by the Ordering Party (but not more than 10 years), to which the Service Provider 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 Service Provider and any persons to whom the Service Provider has disclosed the Business Secrets shall return to the Ordering Party or destroy all materials composing the Business Secrets.
8. In the event of unauthorised use, transfer or disclosure by the Service Provider of the Business Secrets, the Ordering Party shall be entitled to request the Service Provider 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 the Ordering Party to claim from the Service Provider 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 Ordering Party 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 Service Provider with access to, or to transfer to the Service Provider personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Service Provider 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.
10. Should it be necessary, throughout performance hereof, to provide the Service Provider with access to, or transfer to the Service Provider, in any form, information composing the Company Secrets of ORLEN S.A.,  understood as the sensitive type of the Business Secrets of the Ordering Party, which was subject to specific actions specified in internal acts of the Ordering Party in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Ordering Party, the Service Provider shall immediately conclude with the Ordering Party, before receiving and processing such information, an amendment to the Agreement, compliant with the internal acts of the Ordering Party, 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 Service Provider, 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 Service Provider is obliged to fulfil, on behalf of the Ordering Party 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 Ordering Party, the information obligation towards natural persons employed by the Service Provider or cooperating with the Service Provider in the course of conclusion or performance of this agreement, including members of bodies, proxies, representative of the Service Provider without regard to the legal grounds of the cooperation, whose personal data were made available to the Ordering Party by the Service Provider 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 the Ordering Party.

**Article 4**

Any amendments hereto shall require written form under pain of nullity.

**Article 5**

The Parties select the Polish law as applicable to this Agreement.

**Article 6**

This Agreement shall enter into force on the date of its signing and shall remain in force for the period of 3 years.

On behalf and for the Ordering Party:            On behalf and for the Service Provider:

**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)