**Attachment 4**

**INFORMATION PROTECTION AGREEMENT**

Concluded by and between:

**ORLEN Spółka Akcyjna** with its registered office in Płock at Chemików 7 street, 09-411 Płock, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Łódź Śródmieście in Łódź, XX Commercial Division of the National Court Register, under KRS No. 0000028860, with fully paid share capital of PLN 1.451.177.561,25, NIP 774-00-01-454, BDO: 000007103, hereinafter referred to as **"ORLEN"**, represented by:

**Tomasz Olczak           as: the Proxy**

authorised jointly to represent the ORLEN under the presented powers of attorney,

and

**[name of the company]** with its registered office in [\*\*\*] at [\*\*\*] street, [\*\*\*], entered in the register of entrepreneurs of the National Court Register kept by the District Court [\*\*\*], [\*\*\*] Division of the National Court Register, under KRS No. [\*\*\*], with share capital of PLN [\*\*\*], NIP [\*\*\*], hereinafter referred to as **"CONTRACTOR"**, represented by:

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

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

authorised jointly to represent CONTRACTOR in accordance with the printout corresponding to the current copy of KRS of CONTRACTOR and/or under the power(-s) of attorney presented when signing this Agreement.

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

**PREAMBLE**

WHEREAS, Mitsubishi Chemical Engineering Corporation, registered in Japan (hereinafter referred to as „**MEC**”) and ORLEN entered into the PTA License and Process Design Agreement (hereinafter referred to as **“Original License Agreement”**) under which ORLEN is entitled to operate the production plant of terephthalic acid located in Włocławek, Poland (hereinafter referred to as „**Licensed** **Plant**”), using licensed PTA process as well as to use and sale a purified terephthalic acid.

WHEREAS, Mitsubishi Heavy Industries Ltd., registered in Japan (hereinafter referred to as “**MHI**”) and ORLEN entered into the Offshore and Onshore Contracts for the Purified Terephthalic Acid Complex (hereinafter referred to as “**Onshore and Offshore Contracts**”) based on which the Licensed Plant was designed, engineered, procured, constructed and putted into operation.

WHEREAS, in order to enable CONTRACTOR to enter into discussion / take part in tender process (RFI/RFQ/RFP) related to the Rotary Pressure Filter technology in separation processes at the PTA Plant in Włocławek, there is a need for ORLEN to disclose CONTRACTOR some information of MEC and MHI on the PTA Process and the Licensed Plant.

WHEREAS, ORLEN intends to disclose the abovementioned information to CONTRACTOR in accordance with ORLEN confidentiality obligations under the Original License Agreement and Onshore and Offshore Contracts.

NOW, THEREFORE, the Parties have agreed and do hereby agree as follows:

**ARTICLE 1**

The following terms as used in this Agreement shall have the following meanings:

1. **„PTA Process**”:

shall mean a certain proprietary secret process developed, owned and used by Mitsubishi Chemical Corporation, registered in Japan, as of the Effective Date according to the Original Licensed Agreement, i.e. 27 April 2006, for the production of purified terephthalic acid for the manufacture of polyester, licensed from MEC to ORLEN under the Original LicenseAgreement.

1. **„Technical Information”:**

shall mean: (i) any and all commercially utilized technical information and data relating to the PTA Process, including but not limited to design, specifications, operating conditions, methods, experience, knowledge, know-how and techniques, whether patented or not, under which MEC has the right, as of the Effective Date according to the Original Licensed Agreement, i.e. 27 April 2006, to grant licenses to others and which were disclosed by MEC to ORLEN under Original License Agreement; (ii) improvements relating to the PTA Process, i.e. any improvement, modification, development and invention, whether or not patentable, relating to the PTA Process, which were developed and are owned by either ORLEN or MEC or Mitsubishi Chemical Corporation or may be developed and owned by ORLEN, in both cases after the Effective Date according to the Original Licensed Agreement, i.e. 27 April 2006 and which are commercially practiced in the Licensed Plant; (iii) information, whether patented or unpatented, which was needed for the design, construction/erection, precommissioning, commissioning, start-up of the Licensed Plant and is needed for operation and maintenance of the Licensed Plant and which have been provided by MHI to ORLEN under Onshore and Offshore Contracts, including design, drawings and calculations.

1. **„Purpose":**

shall mean negotiating, concluding and performing the potential contract for the Rotary Pressure Filter technology in separation processes at the PTA plant by CONTRACTOR.

**ARTICLE 2**

1. CONTRACTOR shall keep confidential and shall not use except for the Purpose, any and all Technical Information, received in any manner from ORLEN, and shall not to disclose such to any third party without the prior written consent of ORLEN, except the Technical Information:
   1. which, at the time of disclosure, is publicly available as evidenced by printed publication or otherwise;
   2. which, after disclosure, becomes publicly available by printed publication or otherwise through no fault of CONTRACTOR;
   3. which CONTRACTOR can prove by reasonably convincing evidence was in the possession of CONTRACTOR at the time of disclosure by ORLEN and was not previously acquired directly or indirectly by CONTRACTOR from MEC or MHI on a confidential basis; or
   4. which is lawfully disclosed to CONTRACTOR from a third party who did not acquire it under pledge of secrecy to MEC or MHI and without restriction on disclosure or use.
2. For the purpose of Section 1 above, specific disclosures shall not be deemed to be within the exceptions of (a), (b), (c) or (d) of Section 1 (hereinafter referred to as the “**Exceptions**”) merely because they are embraced by more general disclosures within the Exceptions. In addition, combination of features shall not be deemed to be within the Exceptions merely because individual features are separately within the Exceptions, unless the combination itself and its principle of operation are within the Exceptions.
3. CONTRACTOR shall limit access to the Technical Information to such of its officers, employees and others members of personnel (it means natural persons working for CONTRACTOR under contracts other than employment contracts) who have a need to know such information for the Purpose and prior to granting access or making disclosure, CONTRACTOR shall impose upon them the same obligations as CONTRACTOR assumes under this Agreement. CONTRACTOR shall be responsible for any violations of the secrecy provisions under this Article 2 by its officers, employees and others members of personnel during and after their employment or working for CONTRACTOR.
4. CONTRACTOR shall have the right to make disclosure of Technical Information when it will be obliged to disclose such information by a court or an authorized administrative body or in the case of a legal obligation to disclose it, but only to the extent necessary to comply with applicable law and on condition that CONTRACTOR characterize such disclosure as confidential, inform ORLEN of such disclosure without delay and undertake all reasonable efforts to maintain the confidentiality of such disclosed Technical Information.

**ARTICLE 3**

1. CONTRACTOR is obliged to fulfil, on behalf of ORLEN as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Agreement with ORLEN, the information obligation towards natural persons employed by CONTRACTOR or cooperating with CONTRACTOR in the course of conclusion or performance of this Agreement, including members of bodies, proxies, representative of CONTRACTOR without regard to the legal grounds of the cooperation, whose personal data were made available to ORLEN by CONTRACTOR 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 Appendix No. 1 to this Agreement, with simultaneous compliance with the accountability principle.

**ARTICLE 4**

1. This Agreement has been made in two equal copies, one for each of the Parties.
2. This Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to its conflict laws principle.
3. If any dispute, controversy or difference of opinion arises between the Parties hereto in connection with or out of this Agreement, the Parties hereto shall first attempt to settle it amicably through mutual discussion. Should the Parties hereto fail to make said amicable settlement within a reasonable period of time but in any event not exceeding six (6) months after the dispute, controversy or difference of opinion arose, said dispute, controversy or difference shall be submitted to the court competent for the registered office of ORLEN.
4. This Agreement shall enter into force on the date of its signing and remains effective for an indefinite period of time.
5. Article 2 above shall survive any termination of this Agreement.
6. This Agreement may not be amended orally but only by a written document signed by both Parties.

On behalf and for ORLEN:      On behalf and for CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

date: ………………….. date: …………………..

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

date: ………………….. date: …………………..

Obraz zawierający Grafika, Czcionka, logo, czerwony

Zawartość wygenerowana przez sztuczną inteligencję może być niepoprawna.

**INFORMATION CLAUSE**

**for persons representing the Contractor, 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”.