

GENERAL CONDITIONS FOR THE PROVISION OF PROFESSIONAL SERVICES

for Polski Koncern Naftowy ORLEN Spółka Akcyjna [Joint-Stock Company]

OWUProf. Rev. II 09/07/2007

These General Conditions for the Provision of Professional Services for Polski Koncern Naftowy ORLEN Spółka Akcyjna (hereinafter referred to "General Conditions"), together with the Order/Arrangement and all attachments, constitute a uniform Agreement between the Parties. Any reference to the Contractor's offers or proposals, both binding and unbinding, does not mean acceptance of any conditions or reservations included in those documents, if their acceptance has not been clearly expressed in this Agreement. In the event of any discrepancies between the Order contents and their attachment, i.e. the General Conditions, the Order/Arrangement shall be binding for the Parties.

Definitions

"Employer"	means Polski Koncern Naftowy ORLEN Spółka Akcyjna [Joint-Stock Company] with its registered office in Plock at ul. Chemików 7, 09-411 Plock, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, Section XIV Business Registers, under number KRS 0000028860, NIP no. 774-00-01-454, with the share capital/ paid-up capital amounting PLN 534 636 326.25.
"Contractor"	means the entity with which the Employer has concluded this Agreement for the Provision of Professional Services. A contractor can be both an entity registered in Poland, in the National Entrepreneurs Register or in the Register of Business Activities (referred to also as the Domestic Contractor), as well as any entity registered outside Poland (referred to also as the Foreign Contractor).
"Parties"	means parties to this Agreement concluded by and between the Employer and the Contractor.
"Order"	means any order placed by the Employer for the provision of the Service, which the General Conditions are attached to. The Order content shall be specified in § 1 Item 1.2 hereof. Approval of the Order, together with these OWUProf, by the Contractor shall cause the effects of concluding this Agreement. Whenever the Order is mentioned in these General Conditions, this term shall also include the Arrangement.
"Arrangement"	means an arrangement between the Parties which the General Conditions are attached to. The Parties conclude an arrangement in a different mode than based on the offer.
"Agreement"	means an agreement by and between the Employer and the Contractor concluded in every mode regulated by the provisions of the Polish Civil Code (including by the adoption of an offer, here: the Order), with the attachments hereto constituting an integral part hereof, including these General Conditions.
"Agreement Concerning Prohibition to Disclose Information"	means an agreement concerning prohibition to disclose information concluded by and between the Employer and the Contractor
"Professional Service," "Service"	means, among other things, consulting, advisory, training, legal and other services provided by the Contractor in favour of the Employer.
"Specialist"	An employee or any other person cooperating with the Contractor on a different legal basis than an employment contract, performing the subject of this Agreement on the Contractor's behalf.

§ 1 Order Subject - General Principles

- 1.1 In accordance with these General Conditions, the Employer orders and the Contractor undertakes to provide Professional Services in favour of the Employer. The scope and kind of the Services shall be determined each time in the Order/Arrangement.
- 1.2 In particular, the Order/Arrangement shall specify the following elements: SAP Order no., a kind and scope of the Services, expected effects of the service, remuneration, settlement method and term and/or performance schedule of the subject of the Order/Arrangement.
- 1.3 If the ownership of things or rights to intangible goods in the Order/Arrangement is transferred in connection with the Service provision, these things or a kind of rights shall be specified, subject to § 11.
- 1.4 If the Parties do not provide otherwise, the concluded Agreement shall constitute a result agreement to which, in the scope not regulated by the provisions of this Agreement (including attachments hereto), provisions of the Civil Code concerning job contracts (*umowa o dzieło*) shall be applicable.
- 1.5 The Contractor shall provide the Services in Plock at ul. Chemików 7, unless the Order/Arrangement provides otherwise.
- 1.6 The Order/Arrangement shall indicate persons authorised to contacts and sign all statements, including the Service Acceptance Protocol, on behalf of the Parties (Representatives). Those persons may appoint their deputies in the event of their absence.

§ 2 Contractor's Obligations

- 2.1 The Contractor shall be obliged to perform the subject of the Order with diligence adopted in professional trading, in accordance with the Employer's instructions and current expertise and qualifications.
- 2.2 The Contractor represents that it possesses knowledge and experience necessary to perform the subject of the Order and other obligations resulting from the Agreement.
- 2.3 The Contractor undertakes not to announce publicly, and especially not to publish, without the Employer's consent expressed in the Order, information about performance of the subject of the Order for the Employer, including results of its work, as well as data developed while carrying out the Order, unless such disclosure results from the obligations specified in legal regulations.
- 2.4 In the event of insufficient qualifications of the Contractor's Specialist, or its significant negligence during the Service provision, the Employer may apply with a written request to replace the Specialist with another one, within 7 calendar days from the date when the Contractor receives such statement, unless the Parties determine clearly in this Agreement that the Employer does not have such authority.
- 2.5 In cases justified by the term of the Order completion, the Contractor shall provide the Employer, with a sufficient notice, with the holiday plan of the Specialists, and in the event of the Specialist's sickness or holidays exceeding 5 days, the Contractor shall appoint a deputy with no lower qualifications.
- 2.6 If the Services are provided at the Employer's premises, the Contractor shall be obliged to insure its Specialists to a full extent for the term of the Service provision. The Contractor shall bear any risk and any possible consequences and claims related to:
 - Specialists' accidents occurring while providing the Service;
 - damages and losses caused by the Specialists incurred by third persons;
 - damage or destroying of tools or other pieces of equipment owned by or used by the Contractor or its personnel;
- 2.7 The Contractor shall be obliged and shall be liable for carrying out any formalities, notifying respective administrative bodies, acquiring all necessary permits, as well as paying all applicable taxes and social insurance contributions, related to employing the Contractor's personnel to provide the Services at the Employer's premises.
- 2.8 The Contractor's personnel shall be obliged to obey respective regulations at the Employer's premises.
- 2.9 The Contractor shall not entrust third persons (Subcontractors) with the provision of the Services resulting from this Agreement without a written consent of the Employer's Representative indicated in the Order. The Contractor shall be fully responsible for any Subcontractor's activities or nonfeasance, under this Agreement.

§ 3 Employer's Obligations

- 3.1 The Employer shall be obliged to timely payment of the remuneration determined in the Order provided that it accepts the subject of this Agreement without any reservations.
- 3.2 The Employer shall be obliged to cooperate with the Contractor, which is understood by the Parties especially as making available of premises, documents, necessary equipment and other activities without which the performance of the subject of the Order would not be objectively possible.

§ 4 Remuneration

- 4.1 The Employer shall pay the Contractor remuneration due to provision of the Services. Remuneration shall be determined each time in a given Order ("Remuneration"), subject to Item 4.3 below.
- 4.2 The Parties hereby establish that the Contractor's Remuneration for the provision of the Services may be a lump sum value or it may be established on the basis of the number of man/hours worked by the Specialists or man/days, whereas one man/day means 8 working hours.
- 4.3 The Remuneration specified in the Order shall include all additional Contractor's costs, such as especially travelling costs, accommodation and per diems, as well as any other costs necessary in order to perform the subject of this Agreement.
- 4.4 Remuneration for the Domestic Contractor shall be determined in Polish zlotys (PLN). The Parties may specify remuneration in the Order as an equivalent in Polish zlotys (PLN) of an amount in foreign currency only in special cases.

- 4.5 In the event of determining remuneration on the basis of the number of hours or man/days worked by the Specialists:
- 4.5.1 the Order shall specify the Specialists' rates together with (at the Employer's discretion) determination of an amount limit for the remuneration specified in this way;
- 4.5.2 settlement shall be made on the basis of an hourly or daily log ("Log") prepared by the Contractor as well as approved and signed by the Contractor's/Employer's Representatives. The Log shall include a table of the number of man/hours or man/days worked by the Specialists as well as the amount due for man/hours or man/days worked in a calendar month or at a stage of the Order, taking into account any applicable amount limits specified by the Employer.
- 4.6 In the event that the provision of the Services specified in the Order has been divided into stages by the Parties, remuneration for a given stage shall be paid on the basis of invoices issued by the Contractor once that stage of the Service provision ("Stage of the Agreement Performance") has been accepted without any reservations, under a given Order.
- 4.7 Remuneration (irrespective of the fact whether it is paid in whole or on the Log basis) shall be paid within 30 (thirty) days from the acceptance of the Service Acceptance Protocol (in whole or in part) without any reservations, in accordance with § 5 below, and the reception of a VAT invoice by the Employer.
- § 5 Statement of Order Performance**
- 5.1 Performance of the subject of the Order shall be confirmed in the form of signing the Service Acceptance Protocol (the Protocol) by the Employer's and Contractor's Representatives. In the event of settlement on the basis of man/days or man/hours, an attached Log shall be a part of the Protocol. The Employer shall sign the aforementioned Protocol immediately after proper performance of the Subject of the Order by the Contractor, however, not later than within 5 working days from the date of delivery of the Protocol by the Contractor.
- 5.2 In the event that the Employer does not sign the Protocol within the term specified in Item 5.1 above, the Employer shall be obliged to transfer to the Contractor, within the term established after the above-mentioned deadline, written justification of the refusal to sign the Protocol. In the event that the Employer does not fulfil the obligation mentioned in the previous sentence, the Contractor shall be entitled to sign the Acceptance Protocol unilaterally, whereas such a Protocol shall be binding for the Employer and it shall constitute the basis for issuing a VAT invoice and making payment of remuneration. The condition for the Contractor to take advantage of that authority is to inform the Employer's Representative in writing in advance about such effects of the missing justification of the refusal to sign the Acceptance Protocol.
- 5.3 On the date of accepting the Services, the Contractor shall be obliged to transfer the whole documentation related to the subject of this Agreement to the Employer.
- § 6 Terms of Payment**
- 6.1 The Contractor may issue a VAT invoice not earlier than after the Employer has signed the Acceptance Protocol and not later than within 7 days from the date of signing it.
- 6.2 Payments resulting from this Agreement shall be made by the Employer into the Contractor's bank account indicated in a VAT invoice within 30 days from the date when the Employer receives a properly issued VAT invoice, together with the Service Acceptance Protocol signed by both Parties. In the event of delivering a VAT invoice without the above-mentioned document (the Acceptance Protocol signed by both Parties), the Employer shall be entitled to suspend payment of the VAT invoice and the 30-day term will be counted from the date of supplementing relevant documentation by the Contractor.
- 6.3 In the event of an Order for a Domestic Contractor in foreign currency, the amount specified in the Order shall be converted into PLN according to the average exchange rate of that currency at the National Bank of Poland binding on the date of issuance of a VAT invoice, unless the Parties agree otherwise.
- 6.4 Remuneration specified in Orders shall be net remuneration for the performance of particular services. VAT shall be added to remuneration on each particular invoice, according to the rate resulting from binding legal regulations. The Foreign Contractor shall not add its domestic VAT or any other tax of similar nature.
- 6.5 A VAT invoice containing the following Employer's data:
- Polski Koncern Naftowy ORLEN S.A.
ul. Chemików 7, 09-411 Płock
NIP: 774-00-01-454
- SAP Order no.
- and sent by registered letter with postage pre-paid (with receipt confirmation) to the following address:
- Biuro Zakupów [Procurement Office]
Polski Koncern Naftowy ORLEN S.A.
ul. Chemików 7, 09-411 Płock
- shall be deemed delivered to the Employer at the date shown on the receipt confirmation.
- In the event of buying services covered by these General Conditions for the Provision of Professional Services from the Contractor having its registered office outside the territory of Poland, a VAT invoice shall additionally include the following note: "The place of service provision shall be the territory of Poland and the Employer shall be obliged to settle VAT tax."
- 6.6 The Employer represents that it is an active payer of a VAT tax and it has NIP no. 774-00-01-454.
- 6.7 The Contractor represents that it is an active payer of a VAT tax and it has tax identification number which it will provide the Employer in the Order/ or it is exempted from paying VAT, which it shall confirm before the Employer prepares a given Order.
- 6.8 The Employer hereby authorises the Contractor to issue VAT invoices without a signature of the person authorised by it.
- 6.9 Any invoice not fulfilling the requirement specified in this paragraph shall not be accepted by the Employer.
- 6.10 The Contractor shall be obliged to archive copies of VAT invoices confirming performance of particular transactions and constituting the basis for the Employer to decrease due VAT tax by the amount of VAT calculated when buying the Service. In the event of failure to fulfil the above-mentioned requirement or if a copy of any VAT invoice archived by the Contractor indicates data which differs from the data shown on the original document provided to the Employer is incorrect for formal, legal or material reasons, the Contractor shall be obliged to compensate the Employer for any damages arising as a result of establishing tax obligation, together with sanctions and interest imposed on the Employer by tax authorities, in amounts specified in the decision made by a respective tax authority. The foregoing concerns also the case when the Contractor issues a VAT invoice to the Employer without having authority to do that.
- 6.11 In case of Foreign Contractors, the Employer shall be entitled to deduct withholding tax from the payment made in favour of the Contractor to the collection of which it shall be obliged on the basis of separate regulations binding on the date of making payment. In order to apply withholding tax at the rate resulting from the agreement concerning avoidance of double taxation concluded between Poland and the country where the Contractor has its registered office, the Contractor - together with the first VAT invoice, however, not later than 5 working days before the date of payment related to the first account receivable - shall be obliged to deliver a residence certificate (i.e. a certificate confirming the Contractor's registered office for the purposes of income tax, issued by a relevant body of tax administration) to the Employer. Failure to provide the residence certificate by the Contractor within the term specified in the preceding sentence shall authorise the Employer to deduct the withholding tax from the amount to be paid to the Contractor, in the amount stipulated in Polish tax regulations.
- 6.12 The Employer acknowledges that the information presented in the residence certificate provided by the Contractor is correct, updated and true, and the certificate itself has been issued in accordance with respective legal regulations and by a competent body. In the event that, as a result of any defects, errors, negligence or inaccuracies of data presented in the said certificate, the Employer shall be obliged to pay tax at a higher amount than the amount collected from the Contractor, or any penalties, interest, sanctions etc. shall be imposed on the Employer as a result of collecting withholding tax at a lower amount than the due amount or not collecting the respective tax despite such obligation. The Contractor shall reimburse the Employer for the amount of tax as well as all penalties, interest, sanctions etc. imposed on the Employer by tax administration organs.
- § 7 Liability**
- 7.1 With regard to non-performance or undue performance of the obligations stipulated in this Agreement, the Contractor shall be liable up to the full amount of damages incurred by the Employer.
- 7.2 The Contractor shall pay liquidated damages to the Employer:
- 7.2.1 In the event of delay in carrying out of a given Order or infringing the schedule of Service provision (if such schedule is stipulated in this Agreement) amounting to 0.3% of the Remuneration due to the provision of Services or completion of a given Stage of this Agreement Performance for each day of delay.
- 7.2.2 In the event of infringing the provisions included in the Agreement Concerning Prohibition to Disclose Information by the Contractor amounting to 20% of the Remuneration due to the performance of the whole Agreement, for each case of infringement found and proven by the Employer.
- 7.3 The Contractor hereby authorises the Employer to deduct liquidated damages the Employer is entitled to from the payment due to the Contractor. The total amount of liquidated damages stipulated in 7.2.1 cannot exceed 30% of the Remuneration with regard to the performance of the whole Agreement.
- 7.4 In the event that the Contractor fails to perform this Agreement within the agreed term, the Employer shall be entitled to terminate this Agreement without notice and without the necessity of setting an additional term to provide a respective service by the Contractor as well as to charge the Contractor with the costs of performing the so-called substitution agreement carried out by a third person. In such case, the Employer, at its sole discretion, will conclude a suitable agreement with the third person. The Contractor shall be obliged to pay remuneration due to the performance of the aforementioned service on the basis of a VAT invoice issued by the third person or by the Employer.
- 7.5 Payment of the said liquidated damages shall not limit the Employer's pursuit of supplementary damages, based on general principles, in the event that incurred damages exceed the reserved amount of liquidated damages.
- 7.6 The Contractor shall not be liable for the following:
- 7.6.1 provision of untrue information by the Employer for the needs of the Order;
- 7.6.2 non-disclosure of information by the Employer, which affect the result of the services provided by the Contractor (only information the Contractor asks to the Employer in writing shall be regarded as essential from the point of view of the Order).
- 7.7 Only the Employer shall remain liable for the effects of decisions made on the basis of conclusions drawn as a result of the Contractor's works.
- § 8 Warranty, Infringement of Third Parties' Rights**
- 8.1 The Contractor shall be liable towards the Employer with regard to the warranty for defective Services provided by it for the period of one year from the date of payment of the whole Remuneration.
- 8.2 In particular, under the warranty for legal defects, the Contractor hereby ensures that, as a result of concluding and/or performance of this Agreement, no third parties' rights shall be violated and in the event of notifying claims or charges towards the Employer with regard to infringing third parties' rights included in the said assurance, the Contractor shall undertake, at its expense, all means to defend the Employer against such claims or charges and shall cause that the Employer

is free of them, as well as the Contractor shall cover all costs and losses that the Employer incurs provided that the Employer notifies the Contractor forthwith about such claims or charges and passes all possessed information concerning such event to the Contractor.

§ 9 Force Majeure

- 9.1 The Contractor may be released from its liability due to non-performance or undue performance of the Services in the event that such non-performance or undue performance is the result of an event which may be regarded as Force Majeure.
- 9.2 The term "Force Majeure" the Parties understand as an external event both with regard to the Contractor and the Employer and which the Parties could not predict or prevent it when acting with due diligence. In particular, the Parties will regard the following as instances of force majeure: war, riots, terrorism, flood, fire, earthquake and other natural catastrophes.
- 9.3 The Party may invoke Force Majeure provided that it notifies the other Party about the occurrence of Force Majeure as soon as possible and indicates a new term of fulfilling its obligation, which - as a result of Force Majeure - could not be completed.

§ 10 Protection of Information

- 10.1 The Parties shall remain parties to the Agreement Concerning Prohibition to Disclose Information provided that it has been concluded. In the event that such agreement has not been concluded, the following provisions shall be binding.
- 10.2 The Parties hereby confirm that the subject of the said agreement does not include with its scope processing of Information Protected in Polski Koncern Naftowy ORLEN S.A. and the Contractor shall not be entitled to receive such information.

Protected Information shall mean all information available in Polski Koncern Naftowy ORLEN S.A. (apart from information announced in public) the Contractor has access to in connection with the performance of this Agreement.

Among others, such information includes legally protection information in the understanding of the following acts:

- Personal Data Protection Act of 29 August 1997;
- the Act on Combating Unfair Competition of 16 April 1993;
- Company's Secret is a corporate secret in the understanding of Art. 11 of the Act of 16 April 1993 concerning Combating Unfair Competition, regarding technical, technological, organisational and financial or any other kinds of information, not announced in public, which have a business value for the Company in order to keep it confidential and utilisation, transfer or disclosure of which to any unauthorised persons threatens or infringes interests of Polski Koncern Naftowy ORLEN S.A.

In the event that becomes necessary to transfer Protected Information to the Contractor, the Parties shall be obliged to conclude, within 14 days, a separate agreement stipulating principles of protecting the above-mentioned information in accordance with binding legal regulations.

- 10.3 The Employer and the Contractor undertake to keep in secret all information and figures related to the provisions of the Services, with the exception of:
- information belonging to the public domain;
 - information that will be announced in public in a way agreed upon by the Parties;
 - information that has been made available before with the right to disseminate.
- 10.4 The obligation specified above in Item 10.3 shall remain valid for the period of five years from the moment when the above-listed information has been made available irrespective of the fact whether this Agreement has been terminated prematurely or suspended.
- 10.5 The Parties undertake not to disseminate any information, publications, press announcements concerning this Agreement without a prior consent of the other Party.
- 10.6 In the event of failure to fulfil any obligations resulting from Items 10.2 through 10.5, the Employer reserves the right to calculate liquidated damages amounting up to 20% of the value of this Agreement. The foregoing does not exclude possibilities of seeking damages based on general principles.
- 10.7 In the event of not keeping the aforementioned conditions, the Employer reserves the right to terminate this Agreement without notice.

§ 11 Copyrights

- 11.1 In the event that during provision of the Services any studies, presentations or any other documents are developed, which may be regarded as works in the understanding of the Act on Copyrights and Neighbouring Laws ("Works"), upon acceptance of the Services or of a given Stage of the Agreement Performance, the Contractor shall transfer, in accordance with the provisions of this Agreement, proprietary copyright rights to the Employer to use the Works in all fields of exploitation defined in the Act on Copyrights and Neighbouring Laws (published in the Official Journal of Laws, Dz.U. 06.90.631, as later amended), and especially: recording, copying by means of any technique, introduction into trading, storing in the computer memory, public performance or playing them in public, exhibiting, displaying, broadcasting by means of wired or wireless pictures or sounds by a ground station, broadcasting by means of satellites, concurrent and integral broadcasting of a work broadcasted by any other radio or television organisation, making them available on the Internet and other computer networks.
- 11.2 As a result of transferring proprietary copyright rights, the Contractor shall authorise the Employer both to use the agreements in the form transferred by the Contractor and to record

them and use in whole or in part and in other works, not excluding advertising materials and the Contractor's trade publications.

- 11.3 Transfer of proprietary copyright rights to the Employer by the Contractor or, if the Order provides so, granting a licence authorising the Employer to use the Works shall take place under the contractual Remuneration.

§ 12 Anti-Corruption Clause

- 12.1 Persons carrying out this Agreement, both on the Employer's part and on the Contractor's part may not give or take any proprietary or personal benefits in the connection with the Order.
- 12.2 In the event of infringing of the provisions of this paragraph by any Party, the Parties shall forthwith undertake actions in order to remove of unfavourable effects of given Party's activities and in the event that common understanding is possible within 30 days from disclosing of the action defined in Item 12.1 above, each Party shall be entitled to terminate this Agreement forthwith and to request coverage of losses related to premature termination of this Agreement.

§ 13 External Relations and Promotion

- 13.1 The Parties undertake that during the term of this Agreement they shall mutually protect a good name of each Party towards third parties.
- 13.2 Principles of promotion, advertising and the scope of mutual utilisation by the Parties of the logo, i.e. a trademark or any other symbol the other Party's company in the scope of performing this Agreement, have to be negotiated each time between the Parties and accepted by the authorised Parties' Representatives.

§ 14 Term and Termination of the Agreement

- 14.1 This Agreement shall become effective as of the date of signing it by both Parties and it shall expire when both Parties fulfil all their obligations stipulated herein.
- 14.2 The Employer reserves the right to terminate this Agreement at any moment of its term with 7-days' written notice with effect as at the end of a calendar month.
- 14.3 In the event specified above, the Employer undertakes to pay a due part of the Remuneration due to the Services provided until submission of a declaration regarding Agreement termination.
- 14.4 The Employer reserves the right to terminate this Agreement without termination especially in the following cases:
- 14.4.1 Infringement of the principles stipulated in Item 13.2;
 - 14.4.2 Delays in performing this Agreement by the Contractor for a longer period than 100 days.
 - 14.4.3 Undue performance of this Agreement by the Contractor.

§ 15 Dispute Resolution

- 15.1 The Parties undertake to resolve amicably all disputes resulting from this Agreement, related to its conclusion, infringement, expiration, termination and invalidation.
- 15.2 If amicable resolution of a dispute within 30 (thirty) days from requesting the Party to achieve such resolution turns out to be impossible, such dispute shall be subject to resolution by general courts of jurisdiction competent for the Employer's registered office.

§ 16 Final Provisions

- 16.1 In matters not regulated by this Agreement, provisions of the Polish law, and especially of the Civil Code, shall be applicable.
- 16.2 Unless absolutely binding regulations provide otherwise, any terms, amendments and supplements to this Agreement shall be made in writing and confirmed by both Parties to be valid.
- 16.3 The Parties are and shall remain independent business partners. No provision in this Agreement shall be interpreted as establishing a partnership, a joint venture, agent relation between the Parties or granting exclusivity for the provision of any works. Each Party shall be liable solely for the payment of the whole remuneration due to its employees (Subcontractors).