

INFORMATION PROTECTION AGREEMENT

concluded in on, by and between:

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

1. _____

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

and

2. _____, represented by:

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

The Ordering Party and the Contractor may be hereinafter referred to jointly as the "**Parties**" or each individually as the "**Party**".

Whereas:

The Parties intend to install an AI Rail OCR system (hereinafter referred to as "**Works**") in the course of performance of which disclosure of information will occur, transfer, disclosure or use of which may infringe interests of the Party disclosing such information (hereinafter referred to as "**Disclosing 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 Disclosing Party shall make information available to the Party receiving such information (hereinafter referred to as "**Receiving Party**").

Now, therefore, the Parties agree as follows:

Article 1

1. The Receiving Party agrees to maintain confidentiality of information provided directly or indirectly by the Disclosing Party (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Receiving Party 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 Disclosing Party, companies of the Disclosing Party 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 Disclosing 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 Disclosing Party or on its behalf or otherwise obtained by the Receiving Party 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 (Journal of Laws of 2019, item 1010) (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 the Works in accordance with the Agreement, or
- 2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Disclosing Party 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 Receiving Party 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 Receiving Party shall immediately inform the Disclosing Party in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Disclosing 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
- 2.4. the Disclosing Party has given the Receiving Party written consent to disclose or use the information for a specific purpose in the manner indicated by the Disclosing Party.

3. The Receiving Party 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 Receiving Party shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance of the Works. The Receiving Party shall immediately notify the Disclosing Party 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 Receiving Party's staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Receiving Party shall disclose such information. The Receiving Party 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 Receiving Party 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 Disclosing Party, the Receiving Party shall, within a period not longer than seven days, send to the Disclosing Party a list of persons and entities that have been provided by the Receiving Party 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 Disclosing Party or based on the specific provisions of the law, the Disclosing Party shall notify the Receiving Party in writing of protection period extension for an additional period, indicated by the Disclosing Party (but not more than 10 years), to which the Receiving Party 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 Receiving Party and any persons to whom the Receiving Party has disclosed the Business Secrets shall return to the Disclosing Party or destroy all materials composing the Business Secrets.

8. In the event of unauthorised use, transfer or disclosure by the Receiving Party of the Business Secrets, the Disclosing Party shall be entitled to request the Receiving Party to pay a contractual penalty in the amount of PLN 100 000 (in words: PLN one hundred thousand) 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 Disclosing Party to claim from the Receiving Party 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 Disclosing Party as provided by law, including the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2019, item 1010).

9. Should it be necessary, in connection with performance hereof, to provide the Receiving Party with access to, or to transfer to the Receiving Party personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Receiving Party shall be obliged to conclude with the Disclosing 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 Contractor with access to, or transfer to the Contractor, in any form, information composing the Company Secrets of the Ordering Party, 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 Contractor shall immediately conclude with the Ordering Party, before receiving and processing such information, an amendment to this 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 the Ordering Party.

11. For the avoidance of doubt, the Parties confirm that the Receiving Party, 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 Contractor 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 Contractor or cooperating with the Contractor in the course of conclusion or performance of this Agreement, without regard to the legal grounds of the cooperation, whose personal data were made available to the Ordering Party by the 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 Annexe 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

Neither Party may transfer part or all of the rights and obligations under this Agreement to third parties.

Article 7

This Agreement shall enter into force on the date of its signing and remains effective for a period of 5 years from the date of this Agreement.

On behalf and for the Ordering Party:

On behalf and for the Contractor:

Annexe No. 1

Information clause for members of corporate bodies, proxies, representative of the Tenderer/Contractor/Mandatar/Contracting Party/Supplier* and employees or associates who are contact persons or employees or associates who cooperate with Tenderer/Contractor/Mandatar/Contracting Party/Supplier at the conclusion and implementation of the Agreement.

(fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 ("ORLEN S.A.") informs that its 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 S.A. 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 S.A., indicated in item 1, with additional information "Inspektor Ochrony Danych" (Data Protection Officer). Contact details of the Data Protection Officer are also available in the "Contact" tab at www.orlen.pl.
3. Your personal data, provided to ORLEN S.A. by, an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A., include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience, held by you.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
 - a) performance of the obligations under an agreement concluded with ORLEN S.A., whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of the power of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., control of proper performance of the agreement, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
 - b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.
 - c) fulfilment of legal obligations imposed on ORLEN S.A., including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
 - a) legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. and the entity indicated in item 3,
 - b) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.

6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), in particular entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
7. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN S.A. and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
8. In connection with the processing of your personal data you have the following rights:
 - the right to access 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 object, in the event your personal data are processed by ORLEN S.A. 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 may file a complaint with the President of the Personal Data Protection Office.