



GENERAL TERMS AND CONDITIONS OF COOPERATION ORLEN SKYLIGHT ACCELERATOR

These General Terms and Conditions of Cooperation with Polski Koncern Naftowy ORLEN Spółka Akcyjna (the "GTCC"), together with all appendices hereto, form part of the Agreement between the Parties. Any references to the Start-up's offers or proposals, whether firm or indicative, shall not signify acceptance of any conditions or reservations contained therein, unless such acceptance has been explicitly expressed in the Agreement.

DEFINITIONS AND INTERPRETATION

The following capitalised terms used in the Agreement or these GTCC (whether in singular or in plural) shall have the meanings given to them below, unless expressly stated otherwise:

Acceleration	shall mean an individual action plan to be carried out by the Start-up within the Programme, which is to finally result in the presentation of a Product tailored to PKN ORLEN's needs as specified in the Plan
Acceleration Programme (Accelerator)	shall mean the 'Orlen Skylight Accelerator' programme run by PKN ORLEN on a continuous basis to enhance innovation within the ORLEN Group's business areas by supporting Start-ups
Agreement (Acceleration Agreement)	shall mean the agreement concluded between the Start-up and PKN ORLEN, together with appendices forming its integral part, including these GTCC
Background IP	shall mean IP relating to the Product, owned by the Start-up, existing at the time of executing the Agreement or created during the term of the Agreement, but outside of the Acceleration Programme.
Force Majeure	shall mean any event that could not have been reasonably foreseen with the exercise of due diligence required in professional relations, caused by forces external both to the Start-up and to PKN ORLEN, which could not have been prevented by them acting with due diligence
GDPR	shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

GTCC	these General Terms and Conditions of Cooperation within Orlen Skylight Accelerator
Implementation Work	shall mean dedicated and individualised implementation of the Product at PKN ORLEN, carried out by Start-up as part of the Acceleration; the duration and scope of the Implementation Work, as well as the consideration payable in connection therewith, are defined in the Implementation Plan
Improvement	shall mean any expansion or development of the Product as part of the Acceleration, in particular any improvements constituting works or covered by industrial property rights
IP	shall mean intellectual property and assets covered by intellectual property protection, including in particular copyrights arising from the creation of works (mainly software solutions), know-how, databases or industrial property rights, including trademarks, industrial designs, inventions, utility models or layout designs of integrated circuits (either registered or notified)
Milestone	shall mean the results of a particular phase of the Acceleration or work carried out as part of the Acceleration, representing a qualitative change in the development or implementation of the Product
Operator	shall mean the entity responsible for some operational aspects of the Acceleration; the Operator shall be Rebels Valley Sp. z o.o., with its registered office at ul. Chmielna 2/31, Warsaw, Poland, Tax Identification Number (NIP) 5252465847, entered in the Business Register of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000387317
ORLEN Group	shall mean PKN ORLEN, its legal successors and any subsidiaries, parents or related entities of PKN ORLEN (within the meaning of the accounting regulations applied by PKN ORLEN)
Participant	shall mean an individual working with the Start-up and participating in the Acceleration
Parties	shall mean the Start-up and PKN ORLEN
PKN ORLEN Benefits	shall mean the various forms of support provided by PKN ORLEN to the Start-up as part of the Acceleration, as specified in the Plan
PKN ORLEN/ Principal	shall mean Polski Koncern Naftowy ORLEN Spółka Akcyjna, with its registered office at ul. Chemików 7, 09-411 Płock, Poland, entered in the Business Register of the National Court Register maintained by the District Court for Łódź-Sródmieście in Łódź, 20th Commercial Division of the National Court Register, under entry No. KRS 0000028860, Tax Identification Number (NIP): 774-00-01-454, EU

VAT No.: PL7740001454, Waste Database Number (BDO): 000007103; share capital/paid-up capital: PLN 534,636,326.25

Plan (Implementation Plan)	shall mean the document setting out the timeline and terms under which the Acceleration is to be carried out, including in particular its detailed budget and Milestone metrics; the Plan constitutes Appendix 2 to the Agreement
Product	shall mean an innovative solution (product or service) being commercialised by the Start-up which is the subject of the Acceleration process, as specified in Appendix 2 to the Agreement
Report	shall mean a report on the Acceleration process, covering mainly the progress of work, the scope of the Product implementation or any Improvements identified in its course; a Report should include in particular the information specified in the Plan
Rules	shall mean the Rules of the 'ORLEN Skylight Accelerator' Programme
Start-up (Contractor)	shall mean an entity with which PKN ORLEN has entered into the Acceleration Agreement; the Start-up may be an entity registered in Poland, in the register of businesses or associations or of other social and professional organisations, foundations and public health care establishments of the National Court Register (KRS) or the Central Business Register and Information Service (CEIDG) (a "Domestic Start-up"), or an entity registered outside of Poland (a "Foreign Start-up")

1. AGREEMENT EXECUTION

- 1.1. The Start-up and PKN ORLEN shall enter into the Agreement in writing. Execution of the Agreement shall signify acceptance of any amendments or additions made to the Start-up's proposal by PKN ORLEN and shall signify execution of the Agreement on the terms and conditions set out in the Appendices thereto and these GTCC. The Start-up represents that the signatory of the Agreement is duly authorised as at its date to act on behalf of the Start-up.
- 1.2. In particular, the Agreement shall specify: the Product type, scope of cooperation between the Parties, expected outcomes of the cooperation, consideration amount, settlement method, deadline for and/or schedule of performance of the subject matter of the Agreement and persons providing the services on the Start-up's side.

2. OBLIGATIONS OF THE PARTIES

- 2.1. Under the Agreement, PKN ORLEN shall agree to:
 - 2.1.1. provide the Start-up with the necessary mentoring and advisory support in accordance with the Plan;
 - 2.1.2. provide the Start-up with access to PKN ORLEN's necessary infrastructure to the extent specified in the Plan;
 - 2.1.3. cooperate with the Start-up for the purposes of performing the Agreement within the time frame and to the extent specified in the Plan.

- 2.2. Under the Agreement, the Start-up shall agree to:
- 2.2.1. carry out the Acceleration to the extent specified in the Plan and in accordance with the Rules as well as applicable national and European Union laws, including, without limitation, the GDPR;
 - 2.2.2. cooperate closely with PKN ORLEN for the purposes of performing the Agreement;
 - 2.2.3. actively use PKN ORLEN Benefits, particularly by participating in all meetings and other events, related to the Acceleration;
 - 2.2.4. properly and timely deliver the Milestones;
 - 2.2.5. inform PKN ORLEN of any circumstances preventing or significantly hindering the delivery of Milestones or its participation in meetings and other events held to provide PKN ORLEN Benefits;
 - 2.2.6. prepare monthly Reports, with a proviso that PKN ORLEN may determine other time intervals for preparing the Reports;
 - 2.2.7. not to publicly disclose, without PKN ORLEN's consent, the fact of performing the subject matter of the Agreement for PKN ORLEN, the results of its work or the data developed in performing the Agreement, unless such disclosure is required by law;
 - 2.2.8. at PKN ORLEN's request, submit the originals or copies, certified as true copies by an authorised representative of the Start-up or a notary public, of the agreements referred to in Section 3.2.5 below, which will guarantee compliance with the conditions set out in Section 6.3. and Section 7. of these GTCC;
 - 2.2.9. report any threats to the performance of the Agreement that may affect the quality, time frames or scope of its obligations under the Agreement.
- 2.3. All samples delivered to the Start-up by PKN ORLEN for testing in connection with the performance of the Agreement shall remain the property of PKN ORLEN. The Start-up agrees to use such samples solely for the purposes of performing the Agreement. Following the performance of the Agreement, the Start-up shall account for the sample quantities received and used in a separate report and shall submit a copy of that report to PKN ORLEN together with the final Report.
- 2.4. If the Agreement is performed at PKN ORLEN's site, the Start-up shall provide full insurance cover for the Participants for the time of performing the Agreement. The Start-up shall assume all risks, claims and consequences and shall indemnify PKN ORLEN against liability for:
- 2.4.1. any accidents involving Participants that may occur while performing the Agreement,
 - 2.4.2. any damage or loss to a third party caused by Participants,
 - 2.4.3. any damage to or destruction of tools or other equipment owned by or in the possession of the Start-up or its personnel. The provisions of the preceding sentence shall not apply to any events caused by PKN ORLEN's wilful misconduct.
- 2.5. The Start-up shall be responsible for all formalities, notifications to competent administrative authorities, all necessary permits and all taxes and social security contributions related to hiring the Participants to perform the Agreement at PKN ORLEN's site.
- 2.6. If the Agreement is performed at PKN ORLEN's site, the Start-up's personnel shall comply with the regulations in place at PKN ORLEN.

- 2.7. The Start-up shall bear full liability for any actions and omissions of the Participants as for its own actions and omissions, with no right to disclaim such liability on any grounds, including in particular on the grounds that there has been no fault in the selection of a given Participant or that specific work has been entrusted to an entity that performs such work or contracts as part of its business activities.
- 2.8. Where the performance of the Agreement requires the Start-up's access to PKN ORLEN's production site, the Parties shall incorporate relevant regulations in place at PKN ORLEN into the Agreement, particularly the provisions of the Polski Koncern Naftowy ORLEN S.A. Order Concerning On-Site Movement of People.
- 2.9. The Start-up further agrees that while participating in the Acceleration it shall not undertake any projects or activities that would prevent or significantly hinder proper implementation of the Acceleration.
- 2.10. If PKN ORLEN determines that the Start-up has failed to perform or has improperly performed its obligations under the Agreement, PKN ORLEN may set a time limit for the Start-up to remedy or take steps to remedy such non-performance or improper performance of the Agreement, and the Start-up agrees to exercise due diligence to meet those time limits. If the time limit specified in a relevant notice is not met, PKN ORLEN may suspend the Acceleration in respect of the Start-up until its obligations have been performed. If the Start-up fails to perform its obligations despite PKN ORLEN having taken the measures specified in the preceding sentence, or if its obligations cannot be performed, PKN ORLEN may terminate the Agreement with immediate effect. In such a case, the provisions of Section 9 shall apply *mutatis mutandis*.

3. REPRESENTATIONS BY THE PARTIES

3.1. The Parties represent that:

- 3.1.1. the Agreement does not constitute and should not be construed as a memorandum of association of a civil-law partnership, joint-venture or another partnership or company recognised under Polish law;
- 3.1.2. they confirm that the Non-Disclosure Agreement (a copy of which is attached as Appendix 3 to the Agreement) remains binding and constitutes an obligation of the Parties to keep confidential all information obtained by the Parties in the course of their cooperation and performance of the Agreement.

3.2. The Start-up represents that:

- 3.2.1. it satisfies all the conditions required to participate in the Acceleration and all its representations made in connection with joining the Programme have been and remain true;
- 3.2.2. it has all rights and powers to enter into the Agreement and its execution will not infringe upon the rights of any third parties;
- 3.2.3. it is licensed to conduct the business activities required for the performance of the Agreement;
- 3.2.4. it has adequate technical, organisational and personnel resources to ensure proper performance of the Agreement;
- 3.2.5. it confirms that each Participant:
 - 3.2.5.1. works for the Start-up under a contract of employment or other relationship governed by a civil-law contract whose provisions ensure proper performance of the Agreement, particularly the relevant obligations pertaining to intellectual property;

- 3.2.5.2. has consented to using their image, voice, content and biography on the terms specified in Section 11.1 of these GTCC;
- 3.2.5.3. has received a GDPR privacy notice, which fulfils the obligation of PKN ORLEN, as a personal data controller, to provide relevant information.
- 3.2.6. The above representations shall remain valid for the entire Acceleration period or such other periods that may be specified in the Agreement.

4. CONSIDERATION; COSTS AND EXPENSES

- 4.1. In exchange for the performance of work for PKN ORLEN, the Start-up shall also receive a cash consideration as part of PKN ORLEN Benefits. The consideration specified in the Agreement and the Plan shall also include consideration for the transfer of rights, in accordance with Section 7 of these GTCC.
- 4.2. The detailed scope of the PKN ORLEN Cash Benefit, along with relevant amounts and payment due dates, is set out in the Plan.
- 4.3. The consideration specified in the Plan shall cover all additional costs and expenses to be incurred by the Start-up, including, without limitation, all accommodation, travel and subsistence expenses and other costs incidental to proper performance of the subject matter of the Agreement.
- 4.4. The consideration due for an individual stage of the Plan shall be paid against an invoice issued by the Start-up after the Report on completion of that stage has been accepted without any reservations, unless otherwise agreed by the Parties in the Agreement.

5. PAYMENT TERMS

- 5.1. The Reports shall serve as the basis for invoicing by the Start-up. Payments due under the Agreement shall be made by PKN ORLEN to the Start-up's bank account stated in the invoice within 30 (thirty) days of receiving a correctly rendered invoice by PKN ORLEN.
- 5.2. If the Agreement is concluded with a Domestic Start-up in a currency other than PLN: The amount due shall be equivalent to the amount stated in the Plan in the foreign currency translated into PLN at the exchange rate specified in Art. 31a of the Value Added Tax Act of March 11th 2004 (consolidated text: Dz. U. of 2021, item 685, as amended) (the "VAT Act"), namely the mid-exchange rate quoted by the National Bank of Poland for the day preceding the date of sale, plus VAT (the exchange rate and the exchange rate table should be stated in the invoice).
- 5.3. The consideration specified in the Plan shall be a VAT-exclusive amount. In each invoice issued by a Domestic Start-up, the consideration shall be increased by VAT at the applicable rate. A Foreign Start-up shall not charge its domestic VAT or any other tax of a similar nature, subject to the following provisions.
- 5.4. An invoice including the following details of PKN ORLEN:
Polski Koncern Naftowy ORLEN S.A.
ul. Chemików 7, 09-411 Płock, Poland,
NIP 774 – 00 – 01 – 454
number of the Acceleration Agreement
MPK (Cost Centre) code of the ordering unit stated in the Agreement
and sent by registered mail with a return receipt in an envelope annotated "invoice" to the following address:
Polski Koncern Naftowy ORLEN

ul. Chemików 7, 09-411 Płock, Poland,

shall be deemed delivered to PKN ORLEN on the date stated on the return receipt. Subject to the following paragraphs, if the Agreement is performed by a Start-up with its registered office outside of Poland, the invoice must also contain the following annotation: "The place of supply of services is the territory of Poland, and the entity liable for payment of Value Added Tax (VAT) is PKN ORLEN".

- 5.5. PKN ORLEN agrees to receiving invoices in electronic form in accordance with the arrangements concerning electronic submission of invoices signed by the Start-up.
- 5.6. PKN ORLEN represents that it is an active VAT payer and holds a Tax Identification Number (NIP) 774-00-01-454. For the purposes of transactions with a Foreign Start-up, PKN ORLEN represents that it is a taxpayer registered for VAT purposes in the territory of Poland and holds a European Tax Identification Number (EU VAT Number): PL7740001454.
- 5.7. A Domestic Start-up represents that it is an active VAT payer and holds a Tax Identification Number (NIP), to be provided to PKN ORLEN for the purposes of the Agreement / or it is a taxpayer exempt from VAT, which it shall confirm before PKN ORLEN prepares the Agreement. A Foreign Start-up that has established its business or has a fixed establishment in the territory of the EU represents that it is a registered VAT payer and holds a European Tax Identification Number (EU VAT Number), to be provided to PKN ORLEN for the purposes of the Agreement.
- 5.8. The date of payment shall be the date of debiting PKN ORLEN's bank account.
- 5.9. If a copy of an invoice archived by a Domestic Start-up contains data different from the data stated in the original invoice provided to PKN ORLEN, or is incorrect due to formal, legal or technical reasons, the Domestic Start-up shall indemnify PKN ORLEN against any loss or damage arising as a result of determination of any tax liability, including any penalties and interest imposed on PKN ORLEN by the competent tax authorities, in the amounts determined pursuant to the relevant decision of the tax authorities. The provisions set forth above shall also apply if a Domestic Start-up issues an invoice to PKN ORLEN without being entitled to do so.
- 5.10. In the case of a Foreign Start-up, PKN ORLEN may deduct from any payments due to that Foreign Start-up under the Agreement any income tax payable in Poland ("withholding tax") that it is required to withhold under Polish law. In order to apply an exemption from or a reduced rate of withholding tax provided for in the applicable and binding double taxation treaty concluded between Poland and the country of residence (tax residence) of the Start-up, the Start-up shall deliver to PKN ORLEN, with the first invoice but in any case no later than 7 (seven) business days before the due date of the first payment, the original or a copy certified as a true copy by a notary public of its valid certificate of residence (i.e. a certificate of tax residence of the Start-up, issued by the competent tax administration authorities). If the Start-up fails to deliver the certificate of residence within the time limit specified in the preceding sentence, PKN ORLEN may deduct withholding tax in the amount calculated in accordance with the Polish tax law from a payment made to the Start-up.
- 5.11. In order to apply an exemption from or a reduced rate of withholding tax provided for in the relevant binding double taxation treaty with respect to Foreign Start-ups that are not payers of income tax (including but not limited to partnerships), a Foreign Start-up shall deliver, with the first invoice but in any case no later than 7 (seven) business days before the due date of the first payment, the original of a valid certificate of residence of each of its partners/owners. If the Start-up fails to deliver the

certificate(s) of residence within the time limit specified in the preceding sentence, PKN ORLEN may deduct withholding tax in the amount calculated in accordance with the Polish tax law from a payment made to the Start-up. A Foreign Start-up that is not a payer of income tax shall also present a list of all its partners entitled to such payments, specifying the allocation key to be used to allocate such payments among its partners/owners.

- 5.12. For each subsequent payment to the Start-up, PKN ORLEN shall apply the exemption or reduced withholding tax rate provided for in the relevant binding double taxation treaty only if it holds the original of a valid certificate of residence of the Start-up or a copy thereof certified by a notary public (in the case referred to in Section 5.10. above) or originals of valid certificates of residence of its partners/owners (in the case referred to in Section 5.11. above).
- 5.13. A "valid certificate of residence" referred to in Sections 5.10., 5.11. above and 5.15. below shall mean (depending on the type of certificates issued by the country of residence of the Start-up or its partners/owners):
- 5.13.1. a certificate issued for the calendar year in which the payment is due, or
 - 5.13.2. a certificate whose validity period includes the payment due date, or
 - 5.13.3. a certificate issued not earlier than 12 (twelve) months before the payment due date, if it has not been issued for a specific calendar year and no validity period is stated therein.
- 5.14. In the event of any change in the data included in the certificate(s) of residence held by PKN ORLEN and delivered by the Start-up (e.g. change of the Start-up's name, registered address, etc.), the Start-up shall immediately (and at any rate no later than before the next payment due date) deliver to PKN ORLEN an updated valid certificate(s) of residence.
- 5.15. PKN ORLEN assumes that the data included in the certificate of residence delivered by the Start-up is correct, accurate and true and that the certificate itself has been issued by competent authorities in accordance with applicable laws. If, as a result of any defects, errors, omissions or inaccuracies in the data included in the certificate, PKN ORLEN is required to withhold tax on such payments or to remit withholding tax in excess of the amount withheld from the Start-up, or if any penalties, interest, sanctions, etc. are imposed on PKN ORLEN as a result of withholding tax in an amount lower than actually due or as a result of not withholding any tax despite being obliged to do so, the Start-up shall reimburse PKN ORLEN for such tax and any penalties, interest, sanctions, etc. that may be imposed on PKN ORLEN by tax administration authorities.
- 5.16. By issuing an invoice, a Domestic Start-up represents that it is authorised to issue invoices in accordance with the tax law. The Domestic Start-up warrants, and shall be responsible for, the correct application of VAT rates, i.e. if the competent tax authorities challenge PKN ORLEN's right to deduct any tax on the grounds that in accordance with applicable laws a transaction was not taxable or was exempt from tax, the Domestic Start-up, upon PKN ORLEN's written request and within the time limit set therein, shall correct the relevant invoice and reimburse PKN ORLEN for the resulting difference within 30 (thirty) days from the date of delivery of such request. If the Domestic Start-up refuses to issue a correction invoice (credit note), the Domestic Start-up agrees to reimburse PKN ORLEN for the VAT amount challenged by the tax authorities, with such reimbursement to be made based on a debit note issued by PKN ORLEN, within 30 (thirty) days of its delivery to the Domestic Start-up. In each

case provided for above, the Domestic Start-up shall also reimburse PKN ORLEN for any penalties, interest, sanctions and other charges incurred by PKN ORLEN or imposed by the tax authorities, with such reimbursement to be made in the manner described in the preceding sentence.

- 5.17. The Domestic Start-up that is an active VAT payer agrees to maintain this status at least until the date when it issues the last invoice to PKN ORLEN. If the Domestic Start-up is deleted from the VAT register on any of the grounds specified in the VAT Act, it shall be obliged to forthwith notify PKN ORLEN of such deletion. If the Domestic Start-up fails to notify PKN ORLEN of having been deleted from the VAT register as referred to in the preceding sentence, the provisions of Section 5.16 above shall apply accordingly, unless the Domestic Start-up submits to PKN ORLEN, within 30 days from becoming aware of having been deleted from the VAT register, documents evidencing that the Domestic Start-up has been re-entered in the register. Notwithstanding the provisions set forth above, the Domestic Start-up agrees to submit a valid official certificate evidencing that it is registered as an active VAT payer on or before the date of the Agreement. The Domestic Start-up agrees to attach to each invoice a printout of a communication evidencing that as at the invoice date it is registered as an active VAT payer. The Domestic Start-up may obtain a communication referred to in the preceding sentence through an electronic VAT payer status verification channel, which as at the Agreement date is the Tax Portal (*Portal Podatkowy*) of the Ministry of Finance.
- 5.18. The Start-up shall not transfer any claims, including any claims for payment of the consideration due for performing the Agreement, to any third parties without PKN ORLEN's written consent.
- 5.19. Payments of invoices issued by the Domestic Start-up shall be made under the split payment regime only to a bank account indicated by the Start-up and included in the list of VAT payers maintained by the competent administration authority (the "White List").
- 5.20. If a payment cannot be made in the manner specified in Section 5.19 above due to the fact that the bank account number indicated by the Start-up is not entered in the White List, PKN ORLEN may suspend such payment of the consideration to the Start-up. In such a case, the payment shall be made no later than within 7 (seven) business days following the date on which the Start-up notifies PKN ORLEN that its bank account number has been entered in the White List.
- 5.21. The circumstances referred to in Section 5.20 shall release PKN ORLEN from the obligation to pay default interest for the period between the payment due date specified in the Agreement and the date of actual payment made by PKN ORLEN to the Start-up.
- 5.22. Pursuant to Art. 4c of the Act of March 8th 2013 on Preventing Excessive Payment Delays in Commercial Transactions (Dz. U. of 2021, item 424, as amended), PKN ORLEN represents that it has the status of a large undertaking.

6. INTELLECTUAL PROPERTY RIGHTS GENERAL PROVISIONS

- 6.1. If the Parties do not determine the scope of the Background IP prior to executing the Agreement, it shall be assumed that the scope of the Background IP is specified in the documents attached to the application submitted by the Start-up or the Participants to qualify for the Programme.
- 6.2. For the avoidance of doubt, the Start-up shall remain the owner of the Background IP.

- 6.3. The Start-up hereby warrants and represents that:
- 6.3.1. it holds all rights, including copyrights, in the Background IP;
 - 6.3.2. it is entitled to freely deal with all rights in the Background IP in its own name,
 - 6.3.3. PKN ORLEN's use of the Background IP, in particular as part of the performance of the Agreement, shall not infringe on any third-party rights;
 - 6.3.4. no additional consent or additional intellectual property rights are required for PKN ORLEN to use the Product.
- 6.4. Notwithstanding the foregoing provisions, if any third party raises any claims in relation to the use of the Background IP by PKN ORLEN, PKN ORLEN shall notify the Start-up of that fact and of such claims, and the Start-up shall take all necessary steps to settle the dispute, bearing any related costs. In particular, if any action is brought against PKN ORLEN for infringement of any third-party rights, the Start-up shall join the proceedings as a defendant, and if this is not possible, it shall act as the defendant's intervener (Polish: *interwenient uboczny*) and shall cover all reasonable costs related to the defence against claims, including court costs, legal costs, in particular the costs of legal representation, and settlement costs incurred by PKN ORLEN, as well as any costs necessary to redress the damage.
- 6.5. PKN ORLEN shall retain all rights to any materials made available by PKN ORLEN to the Start-up during the Acceleration, and the Start-up may use such materials only in connection with its performance of the Agreement during the Acceleration. For the avoidance of doubt, the Start-up may not use any materials received from PKN ORLEN that are covered by intellectual property rights, in connection with the Product or for other purposes, after the Acceleration is completed.

7. IMPLEMENTATION WORK

- 7.1. The Implementation Work shall be accepted by PKN ORLEN by signing an Acceptance Report by PKN ORLEN's Representative (the "Acceptance Report"). The Start-up shall bear liability under the statutory warranty for defects in deliverables (Polish: *rekojomia*).
- 7.2. PKN ORLEN shall accept the deliverables as referred to above or submit its reservations in writing or by electronic mail within 14 (fourteen) days after the date when the last Implementation Work, performed in accordance with the Agreement and the applicable laws, free from any defects, was delivered to PKN ORLEN.
- 7.3. The Start-up shall respond to PKN ORLEN's reservations within 14 (fourteen) days of their receipt. This procedure shall be repeated until the Implementation Work and other materials, if any have been provided to PKN ORLEN in connection with the performance of the Agreement, are presented free of any defects to PKN ORLEN and the Acceptance Report is signed by PKN ORLEN, unless PKN ORLEN exercises its right provided for in Section 7.4 below (which may be exercised after the period of 14 (fourteen) day specified above).
- 7.4. If PKN ORLEN submits any reservations to the Implementation Work and the Start-up fails to remedy the defects within 14 (fourteen) days, PKN ORLEN may refuse to sign the Acceptance Report and may rescind the Agreement in whole or in part (at the sole discretion of PKN ORLEN) without incurring any costs and with no obligation to pay the consideration in full or in part, as the case may be, unless PKN ORLEN elects to accept the completed portion of the Implementation Work. In such a case, the Start-up shall be entitled to a part of the consideration that is proportionate to the properly performed Implementation Work. The notice of rescission may be submitted by PKN

ORLEN within 2 (two) months after the time limit for remedying the defects has expired without them having been remedied.

- 7.5. PKN ORLEN shall also be entitled to rescind the Agreement in whole or in part if the Start-up fails to present the agreements with the Participants upon delivery of the Implementation Work or upon PKN ORLEN's request, or if the agreements presented by the Start-up preclude proper performance of the Agreement, particularly if they prevent PKN ORLEN from using the deliverables of the Agreement or the Works (as defined in Section 7.7 below) as intended by PKN ORLEN. The notice of rescission may be submitted by PKN ORLEN within 7 (seven) days of the expiry of the time limit for submission of the statements or agreements referred to above. In such a case, PKN ORLEN shall not be obliged to pay the consideration in full or in part to the Start-up, unless PKN ORLEN elects to accept the completed portion of the Agreement. In such a case, the Start-up shall be entitled to a part of the consideration that is proportionate to the completed Implementation Work.
- 7.6. Without prejudice to the provisions set forth above and PKN ORLEN's rights under law, PKN ORLEN may rescind the Agreement in whole or in part, also after signing the Acceptance Report, if any defects are identified in all or any part of the Implementation Work and the Start-up fails to remedy such defects within a time limit set by PKN ORLEN, which may not be longer than 14 (fourteen) days. The notice of rescission may be submitted by PKN ORLEN within 2 (two) months after the time limit for remedying the defects has expired without them having been remedied. In the event of rescission of the Agreement as provided for herein, PKN ORLEN shall pay, on the basis of a correctly rendered invoice, an amount due for the actually and properly completed portion of the Agreement as per the costs incurred by the Start-up, documented with a cost report, provided that PKN ORLEN elects to rescind only a part of the Agreement and to accept the works which have a measurable economic value to PKN ORLEN. The above provision shall be without prejudice to PKN ORLEN's right to seek compensation from the Start-up for any damage suffered by PKN ORLEN in connection with defects in the Implementation Work.
- 7.7. The Start-up represents that it has or will have prior to their delivery to PKN ORLEN all the authors' economic rights (copyrights) in the deliverables of the Implementation Work (hereinafter referred to as the "Works").
- 7.8. Pursuant to the Agreement and as part of the consideration provided for therein, the Start-up shall transfer to PKN ORLEN all copyrights in the Works, in the form delivered by the Start-up and in any derivative forms (derivative rights), with no limitations as to time or territory, with respect to all fields of use known at the time of execution of the Agreement, particularly the fields specified in Section 7.9. and 7.10. below. For the avoidance of doubt, the Parties agree that the rights in the Background IP contained in the Works shall not be transferred to PKN ORLEN together with the transfer of rights to the Works and shall be retained by the Start-up.
- 7.9. The copyrights shall be transferred with respect to all fields of use which are known on the date of executing the Agreement, including, without limitation:
 - 7.9.1. in respect of recording and reproducing – production of copies of the Works using any technique;
 - 7.9.2. marketing;
 - 7.9.3. multiple entry into computer memory and computer networks, including in particular the Internet or databases;

- 7.9.4. multiple public performance or playback, right to multiple combination with other works and artistic performances, shows, productions, for commercial and non-commercial use;
- 7.9.5. use of the Works for promotional or marketing purposes;
- 7.9.6. multiple displaying and screening;
- 7.9.7. renting and lending;
- 7.9.8. other multiple provision of access to the Works in any way so they can be accessed by everyone at the place and time of their choice;
- 7.9.9. altering freely the content and form of the Works and disseminating such altered Works in any way and by any means;
- 7.9.10. adapting the whole or any part of the Works and using such adaptations (derivative work) in the fields of use which are known at the time of executing the Agreement;
- 7.9.11. using the Works to perform further works, including scientific, structural engineering, construction, and process engineering-related works, as well as other works associated with the activities of PKN ORLEN and any of the ORLEN Group companies;
- 7.9.12. using the Works for the production, distribution, transport and sale of goods;
- 7.9.13. using the Works in any manner whatsoever before the Patent Office of the Republic of Poland or any other competent public authority, particularly in order to obtain a patent, utility model protection rights or rights in a registered industrial design;
- 7.10. With respect to the Works in the form of software, the transfer of the authors' economic rights (copyrights) to PKN ORLEN shall cover the following fields of use:
 - 7.10.1. using, displaying, storing and transmitting by any means and in any form;
 - 7.10.2. permanent or temporary recording and reproduction of the software, in whole or in part, by any means and in any form, and using or disposing of copies of the software in any manner;
 - 7.10.3. translating, adapting, modifying the layout or content, compiling, decompiling, disassembling or making any other modifications to the software, including the making of adaptations, customisations and new versions of the software by the Principal or any third parties;
 - 7.10.4. distributing the software and any copies thereof, including its versions modified in whole or in part by any means and in any form, including via the Internet and other ICT networks;
 - 7.10.5. marketing, lending, renting and licensing the software, or copies or modified versions thereof, in all the fields of use listed above.
- 7.11. The copyrights shall be transferred upon the transfer of each Work. In the event that the Agreement is terminated before a Work as a whole has been created, the Start-up shall transfer to PKN ORLEN the copyrights at the stage of creation of the Work existing upon the termination, expiry, rescission or vitiation of the Agreement.
- 7.12. If new fields of use arise which were unknown at the date of execution of the Agreement or are not expressly listed in Section 7.9. or 7.10. of these GTCC, the Parties represent that it is their intention that PKN ORLEN shall hold all and any rights for such fields of use as it holds for the fields of use listed in Section 7.9. and 7.10. above. If such need arises, the Start-up shall, at PKN ORLEN's request, transfer to PKN ORLEN all rights in the Works in respect of such new fields of use, in return for a separate consideration due from PKN ORLEN in the net amount of PLN 100 (one

hundred złoty) for each new field of use, applicable to the same extent and on the same terms as specified in the Agreement for the fields of use named herein (unless the Parties agree otherwise in writing on pain of nullity). At PKN ORLEN's request, the Start-up and PKN ORLEN shall enter into such an agreement as specified in the preceding sentences within 14 (fourteen) days from the date of receipt by the Start-up of PKN ORLEN's request.

- 7.13. Along with the transfer of the authors' economic rights, in exchange for the consideration specified in the Agreement the Start-up shall transfer to PKN ORLEN the exclusive right to exercise, and to permit third parties to exercise, derivative copyrights in the Works with respect to the fields of use acquired by PKN ORLEN under the Agreement, and to exercise derivative rights to the extent specified in Section 7.9. and 7.10. of these GTCC. The right to exercise and permit third parties to exercise derivative copyrights may be transferred by PKN ORLEN to other parties at its own discretion.
- 7.14. The Start-up represents and warrants that the Works shall not be encumbered with any third-party rights or claims, and that the use of the Works by PKN ORLEN shall not infringe on any rights of third parties in any way.
- 7.15. In the event that any claims are raised against PKN ORLEN in connection with the use of the Works by PKN ORLEN, the Start-up shall indemnify PKN ORLEN against such claims (including, in particular, claims that the authors' economic rights inure to the benefit of any entities other than the Start-up) and shall cover all costs incurred as a result of such claims (including, in particular, legal expenses incurred by PKN ORLEN, and also any compensation to be paid by PKN ORLEN). The Parties agree that the indemnification against any damage, loss and costs, as referred to in the preceding sentence, shall be effective under the Agreement with no additional statements required to be made by the Parties, unless otherwise stipulated by applicable laws. The Start-up agrees to join any such dispute if permitted by law and if PKN ORLEN so requests.
- 7.16. The Parties hereby agree that PKN ORLEN, as part of the consideration specified in the Agreement, shall become the owner of any media containing the Works upon their delivery to PKN ORLEN.
- 7.17. The Start-up agrees and warrants to PKN ORLEN that the authors of the Implementation Work shall not exercise their moral rights in the Works for a period of 10 (ten) years from the date of their delivery to PKN ORLEN. At the same time, the Start-up represents and warrants that the authors of the Implementation Work authorise PKN ORLEN and any third parties acting on behalf of PKN ORLEN to exercise the authors' moral rights on their behalf throughout the said period. After the lapse of the period specified above, the obligation not to exercise moral rights and the authorisation to exercise moral rights shall be extended for an indefinite period, with an option to terminate by giving two years' notice, with effect as of the end of a calendar year. The Start-up shall obtain written statements from the authors to the effect that they refrain from exercising their moral rights in the Works and authorise PKN ORLEN and any third parties acting on behalf of PKN ORLEN to exercise such rights, on the terms and conditions stipulated above.
- 7.18. The Start-up shall incorporate intellectual property rights clauses in any agreements and contracts executed in connection with the performance of the Agreement with third parties, including the authors, on terms and conditions not less favourable than those set forth in these GTCC.

8. IMPROVEMENTS

- 8.1. Development work on the Product shall be summarised and described on an ongoing basis, at least in the Reports.
- 8.2. If any Improvement is created during the Acceleration, joint ownership of the Improvement shall also be established in whole or in part if a PKN ORLEN Benefit has contributed to its creation. For the avoidance of doubt, if any Improvement is created without PKN ORLEN's contribution to its creation, PKN ORLEN shall claim no rights in such Improvement and the Improvement shall remain the property of the Start-up.
- 8.3. The Start-up's and PKN ORLEN's respective proportions in the ownership of the Improvement shall be determined in proportion to their respective contributions to its creation.
- 8.4. Unless the Parties agree otherwise in the Agreement, PKN ORLEN shall be deemed to grant to the Start-up a non-exclusive licence in respect of the Improvements with the right to grant further licences (sub-licences), on the terms and conditions set out below (the "**Licence**").
- 8.5. Unless the Parties agree otherwise, the Licence in respect of the Improvements shall be granted upon completion of the Acceleration, subject to a condition precedent, namely the payment of a licence fee by the Start-up, in the amount agreed by the Parties.
- 8.6. Unless the Parties agree otherwise, the Licence shall be a worldwide licence granted for an indefinite period for all fields of use known as at the date of the Agreement, in particular the following fields:
 - 8.6.1. in respect of recording and reproducing the Improvement – production of copies of the Improvement or any part thereof using any technique, including but not limited to print, reprography, magnetic recording and digital technique, on any data carrier, irrespective of the file format, system and standard customarily used in trade;
 - 8.6.2. in respect of marketing of the original or copies on which the Improvement or any part thereof is recorded – placing on the market of the Improvement or parts thereof otherwise than in the manner referred to in Section 8.6.1. above – the use, reproduction, public performance, making available (for instance on the Internet or Intranet), and in any other manner specified in the remaining paragraphs, in any form in whole or in part;
 - 8.6.3. introducing, using, making available using any technique, linking, entering into the memory of any number of computers or other devices with electronic memory as well as devices using virtual memory or shared memory resources (cloud computing).
- 8.7. In the case of the Improvements being computer software, the Licence shall also cover the following fields of use in addition to those specified above:
 - 8.7.1. permanent or temporary reproduction of the Improvement in whole or in part by any means and in any form; entering or displaying the Improvement in whole or in part, also to the extent where it is necessary to reproduce the Improvement or any part thereof for that purpose;
 - 8.7.2. dissemination, including lending or renting, of the Improvement or any copies thereof;

- 8.7.3. transmission or transfer of the recorded Improvement between computers, servers and users, or other recipients, by any means and using any techniques.
- 8.8. Unless the Parties agree otherwise, the Licence shall be granted without any additional statements having to be made by either Party, at the time referred to in Section 8.5 above.
- 8.9. On grant of the Licence, PKN ORLEN shall also grant the Start-up an authorisation to exercise and authorise the exercise of the derivative copyrights to the Improvement to the extent for which the Licence has been granted, including to modify, adapt and combine the Improvement or any part thereof with other projects, and to use them separately or jointly in any of the indicated fields of use.

9. AGREEMENT TERM AND TERMINATION

- 9.1. The Agreement shall be concluded for the period of the Start-up's participation in the Acceleration, with the proviso that any provisions of the Agreement which establish the rights or obligations of the Parties for a longer term shall inure to, or be binding upon, a given Party during that longer term. In particular, this shall apply to disclosure and confidentiality obligations.
- 9.2. The Agreement shall come into force on the date of its signing by both Parties.
- 9.3. PKN ORLEN may terminate the Agreement upon 30 days' notice without giving reasons for the termination, with effect as of the end of a calendar month. In the case referred to in this paragraph, PKN ORLEN shall pay the consideration in an amount proportional to the scope of work actually and properly completed by the Start-up until the end of the notice period, starting from the date of receipt by the Start-up of the notice of termination of the Agreement, after signing of the Acceptance Report by the Parties, on the basis of a correctly rendered invoice.
- 9.4. The Agreement may be terminated with immediate effect for a good reason, namely:
 - 9.4.1. by the Start-up in a case where:
 - 9.4.1.1. PKN ORLEN fails to pay the consideration within the time limit specified in the Plan, despite a written call for payment issued by the Start-up and the expiry to no effect of a period of at least 14 (fourteen) days from the date of receipt of the call for payment by PKN ORLEN,
 - 9.4.1.2. the Start-up's confidential information has been disclosed;
 - 9.4.1.3. a Force Majeure event has lasted for more than 3 (three) months, preventing or significantly hindering the Start-up's operations;
 - 9.4.2. by PKN ORLEN in a case where:
 - 9.4.2.1. there are legal or physical defects in the Product;
 - 9.4.2.2. the Start-up has breached the principle of confidentiality, including with respect to other participants of the Programme, violated any of the applicable laws, or compromised PKN ORLEN's reputation;
 - 9.4.2.3. the Start-up has not participated or has participated only occasionally in PKN ORLEN's events provided as part of PKN ORLEN Benefits;
 - 9.4.2.4. the Start-up has breached any rules concerning the protection or processing of personal data;
 - 9.4.2.5. there are circumstances preventing proper implementation of the Plan or delivery of Milestones by the Start-up, and identification of any other Milestones is impossible or impracticable;
 - 9.4.2.6. the Start-up provided false representations or documents in order to qualify for the Programme or as part of the performance of the Agreement;

- 9.4.2.7. the Start-up has breached any rules relating to security of PKN ORLEN's ICT systems or other PKN ORLEN's infrastructure;
- 9.4.2.8. a Force Majeure event has lasted for more than 3 (three) months, preventing or significantly hindering PKN ORLEN's operations.
- 9.5. A notice of termination (including pursuant to Section 9.3. and 9.4. above) shall be made in writing on pain of nullity.
- 9.6. In the cases referred to in Section 9.4. above, PKN ORLEN may submit an earlier notice to the Start-up to restore the conditions consistent with the Agreement, and set an additional time limit, in which case Section 2.10. of these GTCC shall apply accordingly.
- 9.7. Termination or expiry of the Agreement shall not release any Party from its obligation to deliver on its commitments assumed during the term of the Agreement, as referred to in Section 3 of the Agreement and in Section 2.2.7 to 2.2.8, 6.4, 7.6, 7.15, 7.17, 8.4 to 8.10, 11.1 to 11.2., 12., 14., 16. and 18. of these GTCC. For the avoidance of doubt, this provision shall not apply to the obligation of the Parties to deliver the Plan.
- 9.8. If the Agreement is terminated for reasons attributable to the Start-up (in particular pursuant to Section 2.10. or 9.4. of these GTCC), PKN ORLEN shall have the right to demand that the Start-up returns the consideration paid to the Start-up together with statutory interest, to the bank account indicated by PKN ORLEN, within 14 (fourteen) days from the date of delivery of the relevant notice to that effect, unless PKN ORLEN elects to accept the completed portion of the Agreement that has economic value to PKN ORLEN. In such a case, PKN ORLEN shall pay to Start-up the consideration in an amount that is proportional to the scope of work accepted by PKN ORLEN.
- 9.9. PKN ORLEN shall have the right to seek compensation from the Start-up in an amount higher than the amount returned by the Start-up if the termination of the Agreement entailed damage of a higher value suffered by PKN ORLEN.
- 9.10. PKN ORLEN shall not be held liable for any damage suffered by the Start-up due to termination of the Agreement on the grounds referred to in Section 9.3. and 9.4. of these GTCC.

10. PERSONAL DATA

- 10.1. The Parties represent to have in place the procedures as well as physical, IT and organisational safeguards ensuring an adequate level of protection of the personal data processed by them.
- 10.2. PKN ORLEN shall be the controller of personal data of the persons associated with the Start-up under any agreements or contracts whose data will be disclosed to PKN ORLEN during the performance of the Agreement.
- 10.3. The Start-up undertakes to fulfil the obligation to provide relevant information under Article 14 of the GDPR to the data subjects referred to in Section 10.2 above on behalf of PKN ORLEN, as per the notice attached as Appendix 5 to the Agreement.
- 10.4. If, in connection with the performance of the Agreement, it becomes necessary to entrust to third parties the processing of personal data within the meaning of the applicable personal data protection laws, the Parties shall enter into a separate agreement consistent with the form used by PKN ORLEN and attached as Appendix 2 to these GTCC, prior to the commencement of processing of such data. Such agreement shall define the terms and conditions of protection and processing of personal data.

11. PROMOTIONAL AND INFORMATION ACTIVITIES

- 11.1. Upon conclusion of the Agreement, the Start-up shall, on behalf of the Participants, authorise PKN ORLEN to use the image, voice and biography of each of the Participants for information, marketing and promotional purposes of the ORLEN Group. Such authorisation shall be unlimited in time and territory. The manner in which a Participant's image, voice and biography are used and the authorisation to use them shall cover providing other persons and an unspecified group of recipients with an option of becoming familiar with such image, voice and biography, their reproduction and projection on and through: any websites, digital media, digital carriers, portals, blogs, Facebook fanpages, the ORLEN Group websites, Instagram, YouTube, Twitter and Twitter accounts, blogs and other social media, in particular on the ORLEN Group accounts.
- 11.2. The Start-up hereby grants perpetual and territorially unlimited consent to the use of its trademark, word mark, figurative mark or word/figurative mark and other marks by PKN ORLEN in marketing or information materials relating to or connected with the Programme.
- 11.3. The Start-up agrees to obtain prior written consent of PKN ORLEN before placing the company's name, trademark or logo on its website, in the list of its business partners, brochures, advertisements and any other advertising and marketing materials. In such a case, the Start-up shall submit to PKN ORLEN, together with the request for PKN ORLEN S.A.'s consent, a draft version of the materials including such data. The consent shall be granted in the form of a written agreement of the Parties, specifying in particular the validity period of the consent and detailed terms and conditions of using the said property of PKN ORLEN.
- 11.4. The Start-up also agrees to obtain prior written consent of PKN ORLEN before communicating any information related to the Agreement to the mass media, including the press, radio, TV and the Internet. In such a case, the Start-up shall submit to PKN ORLEN, together with the request for PKN ORLEN's consent, the contents of the information to be disclosed in such mass media. The consent shall be granted in the form of a written agreement of the Parties, specifying in particular the validity period of the consent and detailed terms and conditions of using the said property of PKN ORLEN.
- 11.5. In the event of non-performance or improper performance of the obligations hereunder, PKN ORLEN may claim payment by the Start-up of a contractual penalty of PLN 100,000.00 (one hundred thousand zloty) for any such breach. Payment of the contractual penalty referred to above shall be without prejudice to PKN ORLEN's right to seek additional compensation in accordance with generally applicable laws if the amount of actual losses exceeds the contractual penalty set out herein.

12. LIABILITY

- 12.1. PKN ORLEN's contractual and tort liability towards the Start-up and third parties for any damage related to the performance of the Agreement shall be limited to liability for any acts or omissions caused by wilful misconduct or gross negligence.
- 12.2. The Start-up shall be liable for non-performance or improper performance of the Agreement in accordance with generally applicable laws.

- 12.3. The Start-up shall be liable for non-performance or improper performance of its obligations under the Agreement up to the full amount of any damage or loss suffered by PKN ORLEN.
- 12.4. In the event of any delay in delivering the Implementation Work, PKN ORLEN may claim payment by the Start-up of liquidated damages equal to 0.2% of the (VAT-exclusive) consideration for each day of delay. The total amount of liquidated damages for late delivery may not exceed 100% of the (VAT-exclusive) consideration due for the performance of the entire Agreement.
- 12.5. The Start-up hereby authorises PKN ORLEN to set off such liquidated damages against the amount of consideration due to the Start-up.
- 12.6. If the Start-up fails to perform the Agreement within the agreed time limit, PKN ORLEN may rescind the Agreement without having to set an additional time limit for the Start-up to perform it.
- 12.7. Payment of liquidated damages shall be without prejudice to PKN ORLEN's right to seek compensation in accordance with generally applicable laws if the loss or damage actually suffered exceeds the amount of liquidated damages provided for in these GTCC. In the event of multiple breaches, liquidated damages shall be aggregated (i.e. they shall be cumulative).
- 12.8. The Start-up shall not be held liable if:
- 12.8.1. PKN ORLEN provides incorrect information for the purpose of performing the Agreement;
 - 12.8.2. PKN ORLEN refuses to provide any information that is or may be relevant to the result of the Agreement performed by the Start-up (with the proviso that only information requested by the Start-up in writing shall be deemed relevant to the performance of the Agreement).
- 12.9. the Start-up shall satisfy any financial claims of third parties, including authors, engaged to perform the Agreement.
- 12.10. The Start-up shall be liable towards PKN ORLEN under the statutory warranty for defects in services provided by the Start-up under the Agreement (including any defects in the Implementation Work) for 2 (two) years from the date when the consideration is paid in full.
- 12.11. In particular, under the statutory warranty for legal defects, the Start-up warrants that the execution and/or performance of the Agreement shall result in no infringement of any third-party rights, and if any claims are raised against PKN ORLEN, the Start-up shall indemnify PKN ORLEN against any damage or loss arising therefrom, including any costs incurred by PKN ORLEN, such as compensation and legal costs. The Parties agree that the indemnification against any damage, loss and costs, as referred to in the preceding sentence, shall be effective under the Agreement with no additional statements required to be made by the Parties, unless otherwise stipulated by applicable laws. The Start-up agrees to join any such dispute if permitted by law and if PKN ORLEN so requests.
- 12.12. The provisions governing the statutory warranty for defects shall be without prejudice to PKN ORLEN's rights to pursue compensation claims, including recourse claims, arising as a result of infringement of third-party rights through the use by PKN ORLEN or its assigns or licensees of the Agreement deliverables, including Works.

- 12.13. The Start-up represents that it holds a liability insurance policy, a copy of which is attached as Appendix 6 to the Agreement – copy of the Start-up's liability insurance policy.
- 12.14. If PKN ORLEN determines that the Start-up has failed to perform or has improperly performed its obligations under the Agreement, PKN ORLEN shall, prior to exercising its rights under the Agreement, in particular prior to charging contractual penalties or liquidated damages provided for in the Agreement, set an additional time limit of 2 (two) business days for the Start-up to take steps to remedy the non-performance or improper performance of the Agreement, and a time limit of 3 (three) business days to remedy the non-performance or improper performance of the Agreement, and the Start-up shall exercise due diligence to meet those time limits.

13. FORCE MAJEURE

- 13.1. Neither Party shall be liable for any non-performance or improper performance of the Agreement or for any loss or damage caused by Force Majeure.
- 13.2. The occurrence of Force Majeure, its adverse impact on the performance of the Agreement and the occurrence of a damage or loss must be proven by the Party invoking Force Majeure and acknowledged by the other Party.
- 13.3. Should the period of Force Majeure be longer than 2 (two) months, the Parties shall agree new terms of cooperation.
- 13.4. The Party that is prevented from performing its obligations due to Force Majeure shall:
- 13.4.1. promptly notify the other Party of the same, no later than within 7 (seven) days from the occurrence of such event;
 - 13.4.2. provide reliable evidence in support of the foregoing.
- 13.5. The other Party should be notified that the Force Majeure has ceased as soon as practicable but in any case no later than within 7 (seven) days. Failure to comply with the above requirement shall result in the loss of the right to invoke Force Majeure.
- 13.6. Where Force Majeure is reasonably invoked and the Agreement may no longer be performed due to the Force Majeure event, PKN ORLEN shall pay the Start-up for its services provided up to the date of occurrence of the Force Majeure event, taking into account the settlement terms set forth in the Agreement.

14. PROTECTION OF INFORMATION (BUSINESS SECRETS)

- 14.1. If the Parties have not entered into the Non-Disclosure Agreement referred to in Section 3.1.2. of these GTCC, the provisions of this Section 14 shall apply.
- 14.2. The Start-up shall keep confidential all information disclosed to it directly or indirectly by PKN ORLEN (in any form, including, without limitation, oral, written or electronic form), as well as information otherwise obtained by the Start-up in the course of cooperation between the Parties, including in connection with the execution and performance of the Agreement, and relating directly or indirectly to PKN ORLEN, companies of the ORLEN Group or their business partners; such information shall also include the contents of the Agreement. The Parties hereby acknowledge that any technical, technological, organisational or other information having economic value which, as a whole or in a particular combination or configuration, is not generally known to persons normally involved in this type of information or not easily accessible to such persons, with respect to which PKN ORLEN, as an entity authorised to use and freely deal with such information, has taken steps, while exercising due care, to keep such information confidential, which has been provided by or on behalf of PKN

ORLEN or otherwise obtained by the Start-up in the course of negotiation, execution and performance of the Agreement, shall be treated as business secrets within the meaning of the Fair Trading Act of April 16th 1993 (consolidated text: Dz.U. of 2020, item 1913) ("Business Secrets"), unless at the time when such information is provided, the disclosing party states in writing or by email that such information is of a different nature.

- 14.3. The obligation to keep confidential the information referred to in Section 14.1 above shall be understood by the Parties as the prohibition to use, disclose or provide such information in any way and to any third parties, except where:
- 14.3.1. the disclosure or use of such information is required for the proper performance of the Agreement and is made in compliance with its provisions; or
 - 14.3.2. such information is already in the public domain at the time of its disclosure, and has been disclosed by PKN ORLEN or with PKN ORLEN's consent, or otherwise through no action or omission that is contrary to the law or any agreement; or
 - 14.3.3. the Start-up is required to disclose such information by a court, another competent authority or by law, provided that the Start-up shall promptly notify PKN ORLEN in writing of such requirement and the scope of information to be disclosed, and, if possible, shall give effect to PKN ORLEN's recommendations as to the disclosure of such information, in particular regarding the submission of a request to withhold information from disclosure, or reasonability of lodging a relevant appeal or other equivalent legal remedy, and shall notify the court or the competent authority that the information to be disclosed has the status of confidential information; or
 - 14.3.4. PKN ORLEN has given written consent for the Start-up to disclose or use such information for a specific purpose and in the manner specified by PKN ORLEN.
- 14.4. The Start-up shall take such security measures and shall follow such procedures as are appropriate and sufficient to ensure that any Business Secret is processed in a secure manner and in particular in compliance with the Agreement and the law, so as to prevent any unauthorised use, provision or disclosure of, or access to such information. In particular, the Start-up shall not copy or record any Business Secret unless this is required for the proper performance of the Agreement by the Start-up. The Start-up shall promptly notify PKN ORLEN of any breach of information confidentiality rules or any unauthorised disclosure or use of information that is deemed a Business Secret and is processed in connection with the performance of the Agreement.
- 14.5. The obligation to keep confidential all information referred to in Section 14.1 above shall also extend to the Start-up's employees and other persons, including in particular auditors, advisers and subcontractors, to whom the Start-up provides such information. The Start-up shall obligate such persons in writing to protect Business Secrets on terms and conditions at least as strict as those specified in the Agreement. The Start-up shall bear full liability for any actions or omissions by persons who have gained access to Business Secrets, including liability referred to in Section 14.8.
- 14.6. Whenever PKN ORLEN so requests, the Start-up shall send to PKN ORLEN, within five days, a list of persons and entities that have gained access to Business Secrets through the Start-up. Failure to do so shall be deemed unauthorised disclosure of Business Secrets, resulting in liability referred to in Section 14.8 of these GTCC.

- 14.7. The confidentiality obligation shall be binding during the term of the Agreement and for 10 (ten) years after its termination, expiry, rescission or vitiation. If, despite the expiry of the Business Secret protection period specified in the preceding sentence, such information continues to be protected under PKN ORLEN's internal regulations or decisions, or pursuant to special provisions of law, PKN ORLEN shall give written notice to the Start-up of the protection period being extended for a period specified by the Principal (which may not be longer than 10 years), to which the Start-up hereby consents. The notice referred to in the preceding sentence shall be given prior to the expiry of the 10-year protection period referred to in the first sentence of this paragraph, but not later than 10 business days before the obligation referred to above expires. The Parties agree that the obligation described in this paragraph shall apply regardless of the termination, expiry, rescission or vitiation of the Agreement.
- 14.8. No later than 3 (three) business days after the expiry of the protection period referred to in Section 14.6 above, the Start-up and all persons to whom the Start-up has disclosed Business Secrets shall return to PKN ORLEN or destroy all materials containing such Business Secrets.
- 14.9. In the event of unauthorised use, provision or disclosure by the Start-up of any Business Secret, PKN ORLEN shall be entitled to claim payment by the Start-up of a contractual penalty equal to 100% of the VAT-exclusive consideration due to the Start-up for each instance of such unauthorised use, provision or disclosure of the Business Secret. Payment of the contractual penalty referred to above shall be without prejudice to PKN ORLEN's right to seek compensation in accordance with generally applicable laws if the loss or damage actually suffered exceeds the contractual penalty provided for in the Agreement. This provision shall be without prejudice to any other sanctions or PKN ORLEN's rights under applicable laws, including the Fair Trading Act of April 16th 1993 (consolidated text: Dz.U. of 2020, item 1913).
- 14.10. If it becomes necessary in connection with the performance of the Agreement to make available or provide to the Start-up any personal data, as defined in the applicable personal data protection laws, the Start-up shall, prior to the processing of such data, enter into a separate agreement with PKN ORLEN defining the terms and conditions of protection and processing of such data.
- 14.11. If it becomes necessary during the performance of the Agreement to give access or provide to the Start-up, in any form, any information that constitutes PKN ORLEN's Company Secret, understood as a specially protected type of PKN ORLEN's Business Secrets with respect to which special measures have been taken as specified in PKN ORLEN's internal documents to keep it confidential, and whose use, provision or disclosure to unauthorised persons would seriously undermine or compromise PKN ORLEN's interests, the Start-up shall promptly, prior to receiving and processing such information, sign an annex to the Agreement with PKN ORLEN, which shall be consistent with PKN ORLEN's internal documents, defining the terms and conditions of protection of PKN ORLEN's Company Secret.
- 14.12. For the avoidance of doubt, the Parties acknowledge that regardless of the obligations set out in the Agreement the Start-up is also required to comply with additional requirements relating to the protection of specific types of information (such as personal data, inside information) arising from applicable laws.
- 14.13. The Start-up shall, on behalf of PKN ORLEN as a Data Controller within the meaning of the applicable personal data protection laws, promptly, but in any case no later

than within 30 (thirty) days from the date of the Agreement with PKN ORLEN, fulfil the obligation to provide relevant information to individuals employed by the Start-up or working with the Start-up in the execution or performance of the Agreement, regardless of the legal basis of such collaboration, whose personal data have been made available to PKN ORLEN by the Start-up in connection with the execution or performance of the Agreement. The obligation referred to in the preceding sentence should be fulfilled by delivering to such persons the privacy notice constituting Appendix 5 to the Agreement, with due regard given to the accountability principle.

15. ANTI-CORRUPTION

- 15.1. Each Party declares that, in connection with performing the Agreement, it shall exercise due diligence and comply with all applicable anti-corruption laws and regulations issued by the competent authorities in Poland and in the European Union, both when acting directly and through its controlled or related entities.
- 15.2. Each Party further warrants that, in connection with performing the Agreement, it shall comply with all applicable internal regulations and requirements regarding the standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflicts of interest, offering and accepting gifts, as well as anonymous reporting and investigation of irregularities, both when acting directly and through its controlled or related entities.
- 15.3. The Parties warrant that, in connection with executing and performing the Agreement, neither Party nor any of its respective owners, shareholders, directors, executives, employees, subcontractors, or any other persons acting on their behalf, has made, offered, promised to make or authorised the making, and none of them shall make, offer, promise to make or authorise the making, of any payment or other transfer representing a financial gain or other benefit, directly or indirectly to any of the following persons:
 - 15.3.1. any director, executive, employee or agent of the relevant Party or of any of its controlled or related entities;
 - 15.3.2. any public official, understood as a person performing a public function within the meaning of the law of the country in which the Agreement is being performed or in which the Parties or any of their controlled or related entities have their registered offices;
 - 15.3.3. any political party, member of a political party or candidate for a public office;
 - 15.3.4. any agent or intermediary in exchange for a payment made to any of the persons listed above, or any other person or entity, in order to secure a decision, influence or action that could result in gaining any unlawful privilege or for any other improper purpose, if such action infringes or would infringe upon any anti-corruption laws and regulations issued by the competent authorities in Poland and in the European Union, either when acting directly or through their controlled or related entities.
- 15.4. The Parties shall immediately notify each other of any breach of this provision. At the written request of either Party, the other Party shall provide it with information and reply to all reasonable enquiries made by the other Party pertaining to the performance of the Agreement in accordance with this provision.
- 15.5. In order to duly perform the obligation set out above, each Party declares that during the term of the Agreement it shall enable all persons acting in good faith to

anonymously report any irregularities by email via the anonymous whistleblowing system: anonim@orlen.pl

- 15.6.If any acts of corruption are suspected in connection with or for the purpose of performing the Agreement by any of the Parties' representatives, PKN ORLEN reserves the right to conduct an anti-corruption audit of the Start-up to check its compliance with this provision, including, without limitation, to investigate any issues relating to such suspected act or acts of corruption.

16. DISPUTE RESOLUTION

- 16.1.The Parties agree to resolve amicably any disputes arising from or in connection with the execution, breach, expiry, termination or invalidation of the Agreement.
- 16.2.If a dispute is not resolved amicably within 30 (thirty) days after a Party is called upon to reach such amicable resolution, the dispute shall be referred to a court of general jurisdiction competent for the District of Śródmieście of the Capital City of Warsaw.
- 16.3.Pending resolution of the dispute, the Parties shall not disclose its causes to the media or any third parties not legally involved in the dispute. The obligation specified in the preceding sentence shall not apply – in the case of PKN ORLEN – to the ORLEN Group companies, and – in the case of both Parties – to any advisers, in particular legal advisers (who are under a statutory obligation to keep professional secrecy), whose services are used by a Party in relation to the dispute.

17. ICT SECURITY

- 17.1.The Start-up undertakes to perform the Agreement in compliance with PKN ORLEN's ICT security rules.
- 17.2.The Start-up shall have in place an ICT security policy expressly applicable to the services provided under the Agreement.
- 17.3.The Start-up shall ensure that the ICT infrastructure used in performing the Agreement is managed in accordance with the recognised best practice in ICT security.
- 17.4.Where a reasonable need arises, PKN ORLEN shall grant access to PKN ORLEN's ICT resources to authorised persons on the Start-up's side, subject to the terms and conditions set out in Appendix 1 to these GTCC.
- 17.5.The Start-up shall promptly notify PKN ORLEN of any ICT security breach or incident that has occurred in connection with such access granted to PKN ORLEN's ICT resources.
- 17.6.The Start-up shall be performing its obligations under the Agreement in such a manner as to prevent data confidentiality, integrity or availability from being compromised. Where the performance of the Agreement involves a risk of compromising such data security attributes, the Start-up shall notify PKN ORLEN of such risk prior to commencing any work and shall enable PKN ORLEN to take measures designed to ensure that those attributes are preserved.
- 17.7.With respect to matters referred to in this provision and the Appendix, the Start-up shall be responsible for the consequences of any acts of its employees or third parties it has engaged to perform any activities for PKN ORLEN to the same extent as for its own acts.
- 17.8.In order to grant remote access to PKN ORLEN's ICT resources, a separate agreement shall be executed for the provision of remote access to such ICT resources.

17.9.If the Start-up breaches any ICT security rules, PKN ORLEN may claim payment by the Start-up of a contractual penalty of PLN 100,000 (one hundred thousand złoty) for any such breach. The above right to claim the contractual penalty shall be without prejudice to PKN ORLEN's right to seek additional compensation in accordance with generally applicable laws if the amount of actual losses exceeds the contractual penalty amount set out herein.

18. MISCELLANEOUS

- 18.1.The Parties are and shall remain independent business partners. No provision of these GTCC and the Agreement shall be construed as establishing any partnership, joint venture or agency relationship between the Parties or as granting exclusivity with respect to the performance of any work. Each Party shall be solely responsible for the payment of all remuneration due to its employees (in particular the Participants).
- 18.2.All notices and representations made by the Parties under the Agreement and related to the performance of the Agreement and these GTCC shall be delivered, in the prescribed form, to the contact addresses of the Parties specified in Section 4 of the Agreement ("Representatives").
- 18.3.All notices and representations of the Parties required to be made in writing under the Agreement shall be delivered to the registered office of the receiving Party in person against confirmation of delivery, by Poczta Polska registered mail or by courier service. A notice or representation shall be deemed duly given on the date when it is delivered in person against confirmation of delivery to the registered office of the receiving Party, or on the date stated on the return receipt if it is delivered by mail or by courier service.
- 18.4.Any notices and representations other than those referred to in Section 18.3 above may also be delivered by electronic mail to a Representative's email address, unless the Agreement provides for any restrictions in this respect. The Party receiving a notice or representation delivered in accordance with the preceding sentence should promptly confirm receipt of such notice or representation to the other Party.
- 18.5.The Parties agree to promptly notify each other, in writing or by electronic means, of any change in the contact details specified in Section 4 of the Agreement, failing which any notices and representations sent by the other Party to the previous address (i.e. the address specified in Section 4 of the Agreement or the address changed in accordance with the notification procedure defined in this Section) shall be deemed delivered (in the case of delivery by Poczta Polska postal service or courier service, upon the first attempted delivery). No such change in the Parties' contact details referred to shall require an amendment to the Agreement to be effective.
- 18.6.The following appendices form an integral part of these GTCC:
- 18.6.1. Appendix 1 – ICT security;
 - 18.6.2. Appendix 2 – Personal data processing entrustment agreement.

Appendix 1 to the General Terms and Conditions of Cooperation

ICT security

I. Rules of logical access from the Principal's internal ICT network.

1. The Principal shall grant the Contractor's authorised personnel logical access from the Principal's internal ICT network to its ICT resources using hardware provided by the Principal or owned by the Contractor that meets the requirements set out in the Principal's ICT security policy.

2. The access referred to in Section I.1 shall only be granted after the execution of the Agreement, for a period not longer than its term and after the security requirements set out in the Agreement have been complied with.

3. A list of the Contractor's personnel authorised to have the access referred to in Section I.1 above, the authorisation levels and statement of compliance with the requirements set out in the Agreement are included in Section II hereof.

4. Any change to such information presented in Section II of this Appendix shall be confirmed, within two business days, with a written request signed by the Contractor's representative and sent to the Principal's representative for written approval. Making such change shall not require the execution of any amendment to the Agreement.

5. Each person referred to in Section I.3 shall have an account created in each of the ICT resources made available to them and shall be duly authorised to access and use those resources.

6. The persons referred to in Section I.3 shall:

6.1. observe the ICT security rules laid down in the Agreement;

6.2. comply with the Principal's ICT security policies and procedures to the extent required for the performance of the Agreement;

6.3. prevent unauthorised access to the Principal's ICT resources;

6.4. protect the hardware and information processed using that hardware against unauthorised access;

6.5. not disclose any current or previous personal passwords, working group passwords or other authentication methods used to access the Principal's ICT resources;

6.6. use exclusively the communication protocols made available by the Principal;

6.7. use the available ICT resources exclusively for the purpose of performing the Agreement, in accordance with their respective authorisations, exercising due care while using those resources;

7. The Contractor agrees to implement at its own expense and apply the procedures as well as the physical, organisational and technological security measures provided for in the Agreement (including protections against malicious software) to protect those of its own ICT resources which directly or indirectly participate in the performance of the Agreement.

8. The security measures applied by the Contractor shall be adequate to the ICT security risks, and shall prevent any unauthorised access to the Principal's ICT resources.

9. The Principal reserves the right to monitor and record the activities of the Contractor's personnel authorised to access the Principal's ICT resources in terms of their compliance with the applicable ICT security rules and procedures, as well as the right to immediately block such personnel's access if it is determined that they have breached the applicable ICT security rules, including, without limitation:

- 9.1. disclosure of passwords to the ICT resources, provided to or used by that personnel;
 - 9.2. use of their respective authorisations to the ICT resources for purposes unrelated to the performance of the Agreement;
 - 9.3. failure to comply with the obligation to protect the hardware and technical means used to access the Principal's ICT resources;
 - 9.4. installation of software or reconfiguration of the hardware provided by the Principal without due authorisation, unless such activities fall within the scope of the Agreement. In such a case, the reasons for such installation of additional software or reconfiguration of the hardware shall be notified to the person responsible for the performance of the Agreement on the Principal's side to obtain that person's approval. Any modifications referred to above shall be made in accordance with the procedures applied by the Principal;
 - 9.5. failure to comply with these ICT security rules.
10. The Contractor shall promptly notify the Principal of any security breach or incident related to the ICT resources or Protected Information that has occurred in connection with such access granted to the Principal's ICT resources.
11. Upon expiry of the Agreement, the Contractor shall return to the Principal all the technical means provided to the Contractor and used to access the Principal's ICT resources.
12. The Contractor acknowledges that it shall be fully liable for any damage suffered by the Principal as a result of ICT security incidents caused by a breach or failure to comply with the rules set out in the Agreement and this Appendix by the personnel referred to in Section I.3.

II. List of authorised personnel and statement of compliance with the requirements laid down in the Agreement.

1. List of the Contractor's personnel authorised to have logical access to ICT resources from the Principal's internal ICT network using the Contractor's hardware.

No.	Full name	Authorisation level	Name of resource/service	Environment
	Account name	Validity of authorisation	Hardware model and serial number	
1.				
2.				
3.				
4.				

Legend:

Authorisation level: u – user, a – administrator, d – developer

Name of resource/service: host name and range of services to be accessed,

Environment: p – production, t – testing, d – development,

Account name: individual account name in the resources to be accessed,

Validity of authorisation: from..... to.....

PRINCIPAL

CONTRACTOR

.....

.....

First name and surname (in legible script), date, signature
surname (in legible script), date, signature

First name and

2. Contractor's statement

Pursuant to Section 3 of the 'Rules of logical access from the Principal's internal ICT network', attached as Appendix 1 to the Agreement dated, by and between and; the Contractor confirms that:

1. It accepts and agrees to comply with the ICT security rules applicable to the performance of the Agreement.
2. The hardware with access to the Principal's ICT resources, used in the performance of the Agreement, is compliant with the ICT security requirements, including:
 - a) With respect to the software installed and running on the hardware, i.e.:
 - software used to encrypt the entire hard disk;
 - antivirus software and personal firewall (with signatures kept up to date);
 - b) With respect to the hardware configuration:
 - the hardware is protected with a BIOS access password and an active safeguard requiring personalised logging into the operating system during each boot;
 - the option to boot the operating system from removable data storage devices has been disabled on the hardware;
 - no later than after a six-minute period of user inactivity, the hardware is automatically blocked by a password consisting of at least eight characters that meets the relevant complexity requirements: i.e. contains three out of the four character types (lower case letters, upper case letters, digits or special characters);
 - no IM (Instant Messaging) or P2P (Peer-to-Peer) software is run on the hardware;
 - no software enabling unauthorised interference with the Principal's ICT resources has been installed or used on the hardware.
3. The Contractor's personnel authorised to access the Principal's ICT resources have been advised of the obligation to comply with the ICT security rules applicable to the performance of the Agreement and have signed relevant compliance statements.

CONTRACTOR

.....

PERSONAL DATA PROCESSING ENTRUSTMENT AGREEMENT

concluded on _____ in _____
between:

_____ with its registered office in _____ at _____, ____-_____, entered into the register of entrepreneurs of the National Court Register kept by the District Court _____ in _____, _____ Commercial Division of the National Court Register under the KRS no _____, under the no _____;
hereinafter referred to as „Controller”
represented by

1. _____ – _____
2. _____ – _____

and

_____ with its registered office in _____ at _____, ____-_____, entered into the register of entrepreneurs of the National Court Register kept by the District Court _____ in _____, _____ Commercial Division of the National Court Register under the KRS no _____, under the no _____;

hereinafter referred to as “Processor”,
represented by

1. _____ – _____
2. _____ – _____

hereinafter referred to as “Party” and together as “Parties”.

1. DEFINITIONS

For the purposes of this agreement, Controller and Processor have agreed upon the meaning of the following terms:

- 1) Personal Data – data within the meaning of art. 4 point 1) GDPR, i.e. any information relating to an identified or identifiable natural person;
- 2) Personal Data Processing – any operation or set of operations which is performed upon entrusted personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, within the meaning of art. 4 point 2) GDPR;
- 3) Agreement – this agreement;
- 4) Main Agreement – _____ agreement

5) GDPR – regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/WE (General Data Protection Regulation) (OJ EU. L. 2016 No 119, page 1).

6) Personal Data Protection Breach – means the infringement of security leading to an accidental or illegal destruction, loss, modification, unauthorised disclosure or unauthorised access to personal data transmitted, stored or otherwise processed;

7) Event That May Result in Personal Data Protection Breach/Event – means any event, internal or external in nature, that affects the security of personal data protection and indicates a potential Personal Data Breach.

2. DECLARATIONS OF THE PARTIES

The Parties declare the following:

1) The Parties declare that this agreement has been concluded for the purposes of fulfilling obligations referred to in art. 28 GDPR, in connection with the conclusion of the Main Agreement,

2) Controller declares that it is Controller within the meaning of art. 4 point 7) GDPR, i.e. the entity which, alone or jointly, determines the purposes and means of the processing of Personal Data ,

3) Processor declares that it has means, experience, knowledge and qualified personnel, which enable proper performance of this Agreement, including sufficient guarantees to implement proper technical and organizational measures in order for the processing to meet the requirements specified in GDPR.

4) Processor declares that it is the entity processing data within the meaning of art. 4 point 8) GDPR under the Agreement, which means that it shall process Personal Data in the name of Controller.

3. SUBJECT AND DURATION OF PROCESSING

3.1. Controller entrusts Processor with the processing of Personal Data and Processor is obliged to process such data upon Controller's documented order, according to the provisions of law and this Agreement.

3.2. This agreement has been concluded for the duration of the Main Agreement and performing of all obligations resulting from this Agreement.

4. PURPOSE AND BASIC RULES OF PROCESSING Processor may process Personal Data solely for the purpose specified in the Agreement.

4.2. The purpose of Personal Data Processing by Processor is _____, specified in the Main Agreement.

4.3. The categories of individuals whose data shall be processed by Processor under this Agreement include:

a) [•]

4.4. The categories of Personal Data processed by Processor under this Agreement include:

a) [•]

4.5. Processor is obliged to process Personal Data on a continuous basis. Processor shall in particular perform the following activities relating to the entrusted Personal Data: (for the purposes indicated in 4.2 above), disclosure to other entities under the law, provisions of the Agreement or at the Controller's direction.

4.6. Personal Data shall be processed by the Processor in an electronic form in IT systems and in paper form .

4.7. While processing such Personal Data, the Processor should comply with the terms and conditions set out herein and GDPR, as well as with other generally applicable laws governing the protection of Personal Data.

4.8. Processor acknowledges that processing of the entrusted personal data within a larger scope or for fulfilling purposes other than the purposes specified in points 4.2.-4.5. of the Agreement, with no appropriate legal basis, shall be considered a breach of the provisions of GDPR and this Agreement, and it may constitute a basis for the immediate termination of the agreement or taking actions specified therein or in relevant provisions of law.

5. SPECIFIC RULES ON ENTRUSTING DATA FOR PROCESSING With regard to Personal Data Processing, Processor shall follow the rules specified in this Agreement and in GDPR. In particular, it is obliged to:

- a) taking into account the state of the art, cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of violation of the rights or liberties of natural persons with different probability of occurrence and seriousness of the threat, to apply technical and organisational measures to ensure the security of Processed Personal Data referred to in Art. 32 GDPR. The Processor should sufficiently document the application of these measures;
- b) enable the Controller, upon any request, to review the technical and organisational measures and documentation regarding those measures in order for the processing to be carried out under the law, and to update those measures if, in the Controller's opinion, they are insufficient to ensure the legal and lawful processing of the Personal Data provided to the Processor;
- c) ensure that any natural person acting with the authorisation of the Processor, who has access to the Personal Data, processes it only upon the Controller's instruction; therefore, the Controller authorises the Processor to issue such instructions;
- d) keep a register of persons authorised to Process Personal Data handled as regards the performance of the Master Agreement.

The minimum formal and technical requirements for personal data security are set out in Annex 2 to this Agreement.

5.2. Processor is obliged to keep Personal Data and the methods of their protection confidential, also following the termination of the Agreement. Processor is also obliged to ensure that individuals who have access to Personal Data Processing shall keep such data and the methods of their protection confidential, also following the termination of the Agreement or the employment at Processor's.

5.3. Processor shall not copy, duplicate or distribute Personal Data in any other way, excluding situations in which such data are used for the purposes of performance of this Agreement or the Main Agreement.

5.4. Processor is obliged to immediately inform Controller if, in Processor's opinion, the issued instruction constitutes a breach of GDPR or other data protection provisions.

6. FURTHER OBLIGATIONS OF THE PROCESSOR

6.1 The Processor undertakes to assist the Controller in complying with the obligations set out in Art. 32 to 36 GDPR. In particular, the Processor undertakes to provide the Controller with information and follow its instructions as regards the measures applied to secure the Personal Data and cases of violation of Personal Data protection. The Processor is further required to:

- a) provide the Controller with information concerning a Personal Data Protection Breach within 24 hours of discovering an event which is or may result in a Breach of Personal Data

entrusted to the Processor. The incident/breach notification form is attached as Annex 1 herein;

- b) prepare within 24 hours of discovering an event which is a Personal Data Breach the information required in a Personal Data Breach notification to the supervisory authority referred to in Art. 33(3) GDPR;
- c) maintain a data breach log that documents all Personal Data Breaches, including the circumstances of the Personal Data Breach, its impact, and remedial action taken;
- d) carry out a preliminary analysis of the risk of infringement of the rights and liberties of data subjects and communicate the results of this analysis to the Controller within 36 hours from the detection of an event which is a Personal Data Breach;
- e) provide all the information necessary for the notification of the data subject referred to in Art. 33(3) GDPR within 24 hours of discovering an event which is or may result in a Personal Data Breach
- f) designate persons responsible for taking steps to remedy the breach and take corrective action in consultation with the Controller;
- g) keep a register of all categories of Personal Data processing activities, pursuant to Art. 30(2) GDPR, and make it available to the supervisory authority upon request;
- h) assess the risk of infringement of the rights or liberties of data subjects / assess the risk analysis carried out by the Controller;
- i) analyse whether there is an obligation to carry out the assessment of effects which planned processing operations may have on the protection of Personal Data,
- j) provide the Controller with the information to carry out the assessment of effects the intended processing operations may have on the protection of Personal Data referred to in Art. 35 GDPR;
- k) provide the Controller with the information for consultation with the supervisory authority on the data protection impact assessment referred to in Art. 35 and 36 GDPR;

6.2 The Processor undertakes to help the Controller, through appropriate technical and organisational measures and under separate arrangements, fulfil the obligation to respond to requests from data subjects as for exercising their rights specified in Art. 15-22 GDPR. Specifically, the Processor undertakes to:

- a) if the data subject requests the right of access referred to in Art. 15 GDPR, to prepare a report for the Controller enabling the latter to provide the data subject with the information referred to in Art. 15(1) GDPR.
- b) in the event that the data subject refers to the right to rectification as mentioned in Art. 16 GDPR, to record the data subject's request by overwriting the data subject's Personal Data in the Processor's systems,
- c) in the event that the data subject refers to the right to be forgotten as mentioned in Art. 17 GDPR, to erase the Personal Data from all the Processor's systems in which the Personal Data of the data subject may be found, in particular from the source systems aggregating such data. After 90 days of the request, the Processor will conduct a detailed analysis of whether the data of the person who submitted the request has been removed from all of the Processor's systems and present the results of this analysis to the Controller in the form of a report,
- d) in case the data subject wishes to exercise the right to restrict the processing referred to in Art. 18 GDPR, to temporarily block the editing of the records related to the data subject immediately, no later than within 24 hours after the Controller submits such an instruction,

e) in case the data subject wishes to exercise the right to data portability as referred to in Art. 20 GDPR, to export to the Controller all such Personal Data as may be related to the data subject processed electronically;

f) if the data subject wishes to exercise the right to object, referred to in Art. 21 GDPR, to provide information to the Controller,

6.3 For the purposes of fulfilling the obligations referred to in 6.2 above, the Processor undertakes to equip their IT system with such functionalities as may enable them to at least: make a copy of the data, delete the data, rectify the data, restrict the processing of the data, create a file enabling the data to be transferred, record the notification of objections.

6.4 The Processor undertakes to provide the Controller with all such information as may be necessary to prove the fulfilment of obligations by the Controller and Processor referred to in Art. 28 GDPR;

6.5 The Processor is obliged to follow any instructions or recommendations issued by the supervisory authority or the EU data protection advisory body as regards the Processing of Personal Data, in particular the application of the GDPR.

6.6 The Processor agrees to notify the Controller no later than 24 hours after the exact time each of the following events occurs, of:

a) any proceedings, in particular administrative or judicial, related to the Processing of Personal Data by the Processor,

b) any administrative decision or ruling concerning the Processing of Personal Data addressed to the Processor,

c) any audits, checks or inspections related to the Processing of Personal Data by the Processor, in particular those carried out by the supervisory authority,

d) any binding request from courts, law enforcement agencies or other Polish or international governmental authorities concerning disclosure or access to Personal Data, unless informing the Controller is not permitted under the provisions of the applicable law.

7. PRINCIPLES FOR THE SECURITY OF PERSONAL DATA TRANSMITTED IN ELECTRONIC FORM

7.1 If necessary to exchange Personal Data in electronic form, the Processor consents to have such information communicated via e-mail only as attachments, with the consideration of the following terms and conditions:

a) processed attachments containing the Personal Data are subject to cryptographic security with an AES256 or stronger algorithm, as agreed between the Parties (e.g. archiving software with an embedded encoding algorithm).

b) security password (encryption key) to ensure protection against unauthorised access to such attachments, consisting of at least 12 characters (including two characters from each group, that is to say lower and upper case, digits and special characters);

c) having received from the recipient the confirmation of receipt of such encrypted attachments, the sender communicates the security password (encryption key) to the recipient via another channel than e-mail,

especially text message or phone call, following the principles

and measures against the disclosure of the password to unauthorised persons.

d) transmission of the encrypted attachment is between the Controller's and Processor's e-mail accounts, made available in connection with the performance hereof.

8. PERSONAL DATA TRANSFER

8.1. The Processor may not transfer Personal Data to a third country outside the European Economic Area unless the Controller gives the Processor prior written consent for such transfer under pain of nullity.

8.2. If the Controller gives the Processor prior consent to transfer Personal Data to a third country outside the European Economic Area, the Processor may only transfer such Personal Data if:

- the country of destination ensures the adequate level of protection of Personal Data to that of the European Union; or
- the Controller and Processor or the latter's subcontractor have entered into an agreement under standard contractual clauses or have implemented another mechanism which, under the law, legalises the transfer of data to a third country

9. SUBCONTRACTING OF DATA PROCESSING

9.1 The Processor represents and warrants that they will not use services of another processor in the performance of this Agreement without the prior consent of the Controller, expressed in writing under pain of nullity.

9.2 If necessary for the Processor to subcontract the processing of Personal Data, the Processor is required to obtain the Controller's prior consent to such subcontracting beforehand. The Processor provides the Controller with information about the subcontractor to which they intend to subcontract processing (company and contact details of the subcontractor), as well as information about the nature and duration of subcontracting, scope and purpose of Personal Data Processing by the subcontractor, type (categories) of Personal Data and categories of data subjects.

9.3 Subcontracting of Personal Data Processing by the Processor is permitted only under a subcontract. Under such a subcontract, the subcontractor will undertake to meet the same obligations and requirements that are imposed on the Processor under the Agreement. Such a subcontract will be executed in the same form as this Agreement.

9.4 In the subcontract executed by and between the Processor and each of their subcontractors, the Processor will specifically ensure, notwithstanding the requirements in the second sentence of 9.7, that:

- a) the Controller will have the same rights arising from the subcontract directly towards the subcontractor.
- b) the subcontractor entrusted with Personal Data Processing will apply at least the equivalent level of protection of Personal Data as the Processor,
- c) under no circumstances will the subcontractor be entitled to further entrust Personal Data Processing,
- d) in no case will the subcontractor be entitled to determine the purposes and means of Personal Data Processing as covered by the subcontract between the Processor and subcontractor,
- e) where the data subject exercises their rights under GDPR in relation to the Personal Data processed by the Processor or subcontractor on behalf of the Controller, or where the Controller is required to respond to any request, inspection or audit from a supervisory authority or another legal protection body in relation to the Personal Data processed by the Processor or subcontractor on behalf of the Controller, the Processor and subcontractor undertake to cooperate in all manners required by the Controller in order to enable the Controller to ensure compliance with any obligations resulting from the exercise of the aforementioned rights or from the request, notification of inspection or audit, in particular by immediately providing the Controller with all information and explanations and delivering

to the Controller all documents required by the Controller related to Personal Data Processing by the subcontractor.

9.5 If subcontractors contracted to Process Personal Data fail to comply with their obligations as regards data protection, the Processor assumes full liability to the Controller for compliance with those subcontractors' obligations.

9.6 The Processor will notify the Controller of each case of termination of the subcontract, no later than within 3 days of the termination thereof.

9.7 The Processor is obliged to keep an up-to-date list of subcontractors contracted with Personal Data Processing. The Processor is obliged to provide the Controller with this list upon the latter's every request.

10. AUDIT AND INSPECTION OF THE PROCESSOR The Controller is entitled to verify the Processor's compliance with the Personal Data Processing rules under the GDPR and this Agreement through the right to request, at any time during the term hereof, any information or access to any documents, procedures and records related to the entrusted Personal Data, including information on the location of Personal Data Processing by the Processor.

10.2 The Controller also has the right to audit or inspect the Processor as regards the compliance of processing operations with the law and Agreement, through the Controller's authorised employees or external entity capable of professionally assessing and controlling the security processes of Personal Data and information ("Controller's Auditors").

10.3 The Controller will notify the Processor of the intention to conduct an audit or inspection in writing or via e-mail at least 7 days before the planned time limit for the audit, indicating in writing or by e-mail the persons appointed by the Controller to perform the audit.

10.4 If the Controller obtains reasonable information regarding the threat to the security of Personal Data Processing by the Processor or any of the Processor's subcontractors or the occurrence of a Personal Data Protection Breach, the Controller is entitled to conduct audits or inspections by notifying the Processor at least 1 (one) day before the planned start date audit or inspection.

10.5 The audit or inspection is conducted at the Processor's premises and any other locations where the Processor handles Personal Data under the Agreement by the Controller's authorised Auditors. The locations referred to in the preceding sentence also apply to the locations of Personal Data Processing by the Processor's subcontractors.

10.6 During an audit or inspection, the Controller's Auditors have the right to:

- a) access any documents and information having directly related to the processing being entrusted under this Agreement,
- b) carry out visual inspections of devices, data storage devices and IT or data communications systems for data processing,
- c) request written or oral explanations from the Processor and their employees to the extent necessary to determine the actual conditions.

10.7 The Controller is entitled to carry out audits or inspections on working days from 08 am to 6 pm at the locations referred to above in order to verify the security of Personal Data Processing.

10.8 The Processor provides the Controller's Auditors with the conditions and means for the efficient performance of the audit or inspection and, in particular, makes its own copies or printouts of documents and information collected on data storage devices, equipment or in systems used for Personal Data Processing.

10.9 Upon the completion of an audit or inspection, the Controller's Auditor provides the Processor with an audit report, or in the case of an inspection, written information.

10.10 If any non-conformities, violations or other circumstances are discovered that are determined by the Controller to be inconsistent with the terms and conditions hereof or the laws in effect during the term of the Agreement ("Non-conformity/-ies"), the Processor and each subcontractor affected by such are required to remedy said Non-conformities at their own expense within the time limit specified by the Controller's oral or written recommendation, as determined by the Controller's Auditor. The Processor undertakes to inform the Controller immediately if, in the Processor's opinion, the order issued constitutes a violation of the GDPR or other data protection regulations.

10.11 To avoid any doubt, the Processor, alongside each of their subcontractors, irrevocably consents to the audits and/or inspections referred to in this clause and agrees to fully cooperate with the Controller and their Auditors during such audits and inspections. Preventing, obstructing or other similar action taken by the Processor and any of their subcontractors, against the Controller or their Auditors may be grounds for the termination hereof or the Master Agreement.

11. LIABILITY OF THE PROCESSOR

11.1 The Processor is liable for damages arising for the Controller or third parties as a result of Personal Data Processing by the Processor contrary to legal regulations or this Processing Agreement, particularly in connection with the disclosure of Personal Data to unauthorised persons.

11.2 Subject to the following provisions, the Processor is liable to the Controller on a general basis. (in the event of non-performance or improper performance hereof by the Processor, the Processor undertakes to pay compensation on a general basis).

11.3 The Controller is entitled to charge the Processor the following contractual penalties :

- a) for delaying the notification of any breach within the period specified in 6 hereof in the amount of PLN 100,000.00 for each hour of delay;
- b) for failing to use any of the security measures specified herein, in the amount of PLN 100,000.00 for each identified case;
- c) for breaching the obligation to obtain the Controller's consent to subcontract the processing of Personal Data to the Processor's subcontractor – in the amount of PLN 100,000.00 for each identified case;
- d) for failing to include in the subcontractor agreement the provisions referred to in 9 hereof – in the amount of PLN 100,000.00 for each case identified;
- e) for preventing the Controller from carrying out the audit or inspection referred to in 10 hereof in the amount of PLN 100,000.00 per each case;
- f) for breaching the obligation to obtain the Controller's consent to transfer data outside the EEA, in the amount of PLN 100,000.00 for each identified case;
- g) for the Processor's and/or any of their subcontractors' failure to perform the obligation referred to in 13.3 and 13.4, the Controller is entitled to charge the Processor a contractual penalty of up to 100,000.00 for each case of such a breach.

11.4 Notwithstanding the obligations set out above, in the event that any proceedings (including court proceedings) are initiated against the Controller by a third party as related to a breach of the provisions of the GDPR or other laws in connection with Personal Data Processing by the Processor or any of the Processor's subcontractors, the Processor undertakes to provide the Controller, at their expense, with judicial protection on the terms indicated by the Controller, and to bear all consequences of such proceedings, particularly

including the costs of any administrative decisions, court judgements, rulings and settlements ("Recourse").

REMUNERATION

The remuneration for the performance of the subject matter hereof due to the Processor is included in the Remuneration referred to in the Master Agreement.

13. AGREEMENT TERM AND TERMINATION

13.1 The Agreement is executed for the duration of the Master Agreement and expires 14 days after the execution, termination, expiration, cancellation or rescission from the Master Agreement.

13.2 The Controller is entitled to terminate the Agreement without notice in the event of a material breach of the law or contractual provisions by the Processor, in particular if:

- a) the supervisory authority determines that the Processor, or any of their subcontractors, does not comply with the Personal Data Processing Rules,
- b) a final decision of a common court of law proves that the Processor, or any of their subcontractors, has not complied with the principles of Personal Data Processing,
- c) any Personal Data is processed by the Processor and any of their subcontractors contrary to the purpose and scope hereof or any subcontract executed by and between the Processor and subcontractor;
- d) any Personal Data is processed by the Processor and any of its subcontractors contrary to the GDPR or Controller's instructions;
- e) the Controller is hindered or prevented from performing any inspection activities referred to in 10 hereof;
- f) unauthorised persons are allowed by the Processor or any of the their subcontractors to process Personal Data;
- g) any subcontract was executed by and between the Processor and any subcontractor without the consent of the Controller referred to in 9 hereof;
- h) the obligations referred to in 6 hereof are breached (further obligations of the processor).

13.3 If the circumstances referred to in 13.1 or 13.2 above occur, the Processor agrees to immediately, but no later than within calendar days after the occurrence of such circumstances, to return to the Controller the Personal Data entrusted to the Processor valid as of the date of execution, termination, expiration, invalidation or rescission from the Master Agreement, or having obtained the Controller's consent to permanently delete all Personal Data entrusted to them under the Agreement, including effective deletion from any data storage devices at the Processor's disposal, and to ensure that each of its subcontractors permanently deletes all Personal Data processed under the subcontract, including effective deletion from any data storage devices at the subcontractor's disposal. The return or deletion of Personal Data by the Processor and each subcontractor will be confirmed by a Personal Data Transfer or Destruction Report, as applicable, a sample of which is attached as Annex 2 hereto. A scanned copy of the Personal Data Transfer or Destruction Report will be sent by the Processor via e-mail to daneosobowe@orlen.pl, within 3 business days of deletion of said Personal Data.

13.4 If the destruction of Personal Data is performed at shredding facilities or through professional document destruction companies ("Shredder"), the Processor, or each subcontractor, will prepare a report containing an aggregate list of the Personal Data sent to the Shredder. A scanned copy of the report, a specimen of which is Annex 3 hereto, together with the Personal Data Destruction Report or Certificate prepared by the Shredder, will be sent by the Processor via e-mail to daneosobowe@orlen.pl, within 3 business days of deletion of said Personal Data.

13.5 The Controller has the right to control and supervise the performance of the Processor's obligations referred to in 13.3 and 13.4 above by way of an audit or inspection on the terms indicated in 9 (subcontracting) hereof.

13.6 The Parties agree that despite the expiration of the Agreement, regardless of the circumstances referred to in 13.1 and 13.2 above, the provisions hereof which impose or may impose any obligation on the Processor after the date of expiration of the Entrustment Agreement, particularly including the provisions (related to cooperation 14.

FINAL PROVISIONS The Agreement becomes effective as of the day of its signing.

14.2 Any amendments hereto require a written form under the pain of invalidity.

14.3 As regards matters not regulated herein, the provisions of the Civil Code Act of 23 April 1964 (i.e. Polish Journal of Laws 2018, item 1025) and GDPR apply.

14.4 Disputes related to the performance hereof will be settled by the court having jurisdiction over the Controller's registered office.

14.5 In connection with this Agreement, the Parties shall communicate in accordance with the terms set forth in Annex No. 4 to the Agreement.

14.6 No amendment to the content of the Annexes to this Agreement is required. The written consent of the persons identified in Exhibit 4 to this Agreement shall be required for such change.

14.7 The Agreement has been drawn up in two identical counterparts, one for either Party.

In the name of Controller

In the name of Processor

Annexes:

1. Annex 1 – Incident/breach report template
2. Annex 2 – Return/destruction report
3. Annex 3 – Destruction reports
4. Annex 4 – Contact data in the implementation of the Agreement
5. Annex 5 – Minimum formal and technical requirements for personal data security

Annex 1

Specimen for a notification of an event which is or may result in a personal data breach – Processor

1. Processor's information:

Processor's name, contact details

Processor's Data Protection Officer/person designated by the Processor

Phone no.:

E-mail

2. Time and date of the event which is or may result in a personal data breach.

3. Location of the incident/breach.

4. Description of the incident/breach.

5. Description of the scope of the personal data affected by the event which is or may result in a personal data breach.

Categories of data subjects Scope of personal data

1. •
2. •

Approximate number of people who may be affected by the event

Approximate number of personal data entries to which the event may be related

6. Entities which may have gained unauthorised access to personal information.

7. Consequences of the reported event/breach (including possible consequences for data subjects).

8. Description of the measures taken to minimise the possible adverse effects of the incident/violation.

9. Requests or other comments by the Processor.

10. Reasons for the delayed notification.

Annex 2

Report for the return/destruction of data by the Processor/Subcontractor.

1. Date of operation:
2. Personal data entrusted under the agreement of was returned to the Controller / destroyed in full / in part concerning
3. Type of data storage device.....
4. Return/Destruction method:.....
5. The report was prepared by:

I confirm the accuracy of the aforementioned information with my signature

.....
Date and signature of the Processor/Subcontractor

Annex 3

Report for the submission of Personal data to the Shredder by the Processor/Subcontractor.

1. Entity information.....
2. Submission date.....
3. Personal data entrusted under the agreement of in full / in part concerning
4. Type of data storage device.....
5. Destruction method:.....
6. The report was prepared by:

I confirm the accuracy of the aforementioned information with my signature

Date and signature of the recipient (Shredder's representative)

.....

Date and signature of the transferor (Processor's representative)

Annex 4

Contact data of the Parties

All correspondence in matters relating to the Agreement shall be addressed to the Controller at the following contact details:

Data Protection Inspector PKN ORLEN S.A., ul. Chemików 7, 09-411 Płock

telephone: (24) 256 00 00,

email: daneosobowe@orlen.pl

All correspondence in matters relating to the Agreement shall be addressed to the Processor at the following contact details:

Street,-.....

telephone number

email

The Parties agree that the preferred form of contact in current service matters is by email.

1) Details of the Parties' representatives:

The Processor shall be represented by the following persons in contacts with the Controller within the scope of the Agreement:

.....

email:

The Controller shall be represented by the following persons in contacts with the Processor within the scope of the Agreement:

Data Protection Inspector

email: daneosobowe@orlen.pl

2) Data for reporting violations to the Controller:

email: daneosobowe@orlen.pl

Annex 5

Technical and organizational tools

Minimum formal and technical requirements for personal data security

Formal requirements:

1. The Contractor shall observe the computer security principles while performing this Contract.
2. The Contractor shall have in place a computer security policy which in particular shall apply to the services provided under the Contract.
3. The Contractor shall guarantee that the IT infrastructure and applications used to perform this Contract shall be managed in accordance with good, accepted IT security practice.
4. Detailed data regarding the DPO of PKN ORLEN S.A. are available at www.orlden.pl in the Contacts tab
5. The Contractor shall promptly notify the Ordering Party of any computer security violations or incidents affecting the entrusted personal data.
6. Where the performance of the Contract is linked with the risk of loss of data security attributes (data confidentiality, integrity and availability), the Contractor shall notify the Ordering Party thereof prior to the commencement of any works and shall enable the Ordering Party to take actions to ensure that such attributes are maintained.

7. The Contractor shall be responsible for the results of the operations of their employees or third parties to whom they have commissioned the performance of those operations to the benefit of the Ordering Party as if for their own operations.

Technical requirements (for Contractor's ICT systems):

1. The Contractor undertakes to ensure access control in ICT systems.
2. Logging into ICT systems is possible only on the basis of an individual user login and password or other means ensuring accountability attribute.
3. The Contractor shall have functioning mechanisms for anonymization, pseudonymization, and deletion of data at the request of the data owner.
4. The Contractor shall have ICT systems secured against malware, including data theft or destruction.
5. The Contractor agrees to use encryption mechanisms, including but not limited to: computers, flash drives, smartphones, and when transmitting data.
6. The Contractor shall be obligated to ensure secure remote access to ICT systems by using secure and encrypted VPN connections.
7. The Contractor shall manage vulnerabilities in ICT systems, including but not limited to: infrastructure and application cyber security testing, update management procedures.
8. The Contractor shall manage business continuity, including but not limited to:
 - 8.1. Creation of backup copies and restore tests from backup copies.
 - 8.2. Mechanisms to ensure high availability of systems.
9. The Contractor shall have systems in place to monitor the infrastructure and ICT networks for cyber security.
10. As far as it results from the scope of the Contract, the Contractor shall provide the following functionalities in the ICT system:
 - 10.1. for each person whose personal data are processed in the information and communication system, the system shall ensure that all the collected data on this person are exported in a structured, commonly used and machine-readable format;
 - 10.2. The system shall make it possible to record information about the person's consent to the processing of personal data;
 - 10.3. For each person whose personal data are processed, the IT system shall ensure that a record is kept:
 - 10.3.1. the date of first entry of personal data into the system,
 - 10.3.2. the identifier of the user entering the data,
 - 10.3.3. recording of any changes made to the data.The information referred to above shall be recorded automatically after the user approves the operation of entering data into the system.
- 10.4. When personal information is shared, the system shall ensure:
 - 10.4.1. that the information about the recipients is recorded,
 - 10.4.2. date of release,
 - 10.4.3. extent of the data provided.