

The Customer – ANWIL Spółka Akcyjna with its registered office in Włocławek, ul. Toruńska 222, 87-805 Włocławek, entered into the register of entrepreneurs of the National Court Register maintained by the District Court in Toruń, 7<sup>th</sup> Commercial Division of the National Court Register, under the number KRS 0000015684, share capital: PLN 134,924,830 - paid in full, NIP (Tax Identification Number): 8880004938, REGON (National Official Business Register Number): 910128477, BDO (Waste Database Number): 000019504

## **General Conditions of Service (“GCS”) of ANWIL S.A. - National GCS**

### **§1**

#### **Subject of the Agreement**

1. These General Conditions of Service (“GCS”) enclosed as appendix to the Agreement define the rules of the provision of services (the “Subject of the Agreement” or the “Services”) by the Contractor for the Customer.
2. The Subject of the Agreement has been described in detail in the Agreement and in Appendices to the Agreement.

### **§2**

#### **BASIC TERMS OF THE PERFORMANCE OF THE AGREEMENT AND/OR THE ORDER**

1. The Contractor declares that:
  - a. its financial situation allows it to perform their obligations arising from the Agreement;
  - b. it has the necessary knowledge and experience as well as the technical potential for the performance of the Subject of the Agreement,
  - c. it has the staff capable of performing the Subject of the Agreement, including staff with qualifications and licences necessary for the performance of the obligations set out in the Agreement,
  - d. it is an entity authorised to perform the Subject of the Agreement, in particular it has all decisions, permits, permissions and accreditations required underuniversally applicable provisions of law for the performance of the Subject of the Agreement. The Contractor undertakes to provide these documents at any request of the Customer.
2. The Contractor undertakes to perform the Services in accordance with the Agreement and/or the Order, principles of technical knowledge and the applicable provisions of law and standards. The Contractor undertakes that the Services provided in accordance with the commonly accepted

standards shall be of high quality that can be expected from an operator professionally involved in the provision of such services.

3. The Contractor shall notify the Customer immediately about any situation that might have an impact on the timely performance of the Agreement and/or the Order, as well as on any circumstances that might have an impact on the performance of Services. Such notification shall not release the Contractor from the performance of the obligations specified in the Agreement.

4. The Customer shall have the right to carry out, at its expense, an inspection to verify the progress made by the Contractor in the performance of the Agreement and/or the Order, including by way of an inspection at the establishment of the Contractor and/or its subcontractor, after informing the Contractor of this intention 3 days in advance in writing or electronically (by email) to the addresses indicated in the Agreement. The Contractor undertakes to obtain the subcontractor's consent for such inspection and to assist in the course of the on-site visit.

5. The Contractor shall be responsible for the correctness of guidance and the instructions issued to the Customer in the case of cooperation of the Parties in the performance of the Services. The Contractor shall be fully liable for the damage caused as a result of incorrect instructions and guidance provided to the Customer.

6. The Contractor shall be required to fully insure its staff at the time of the performance of the Services at the premises of the Customer.

7. The Contractor shall be obliged and responsible for the completion of any formalities, notification of the competent administrative authorities, obtaining all the necessary permits and payment of any amounts due in connection with taxes and social insurance related to the employment of the Contractor's staff for the performance of the Services.

8. The Contractor shall be obliged to cover in full any damage caused in or in connection with the performance of the Services by itself, subcontractors and/or further subcontractors. The damage which is repairable by restoration to the previous state shall be repaired by the Contractor within the time agreed by the Parties in writing. If the Parties, within seven (7) days after the submission of the request by the Customer, fail to agree in writing on the time to repair the damage, the Customer shall have the right to indicate the relevant time at its own discretion in writing. If the Contractor fails to repair such damage in the specified time, the Customer shall have the right to repair it at the cost and risk of the Contractor and to charge the Contractor with the costs of the replacement performance, on the basis of a debit note payable within thirty (30) days of its receipt by the Contractor.

9. The Contractor may engage a subcontractor to perform the Services solely upon prior written consent of the Customer, under pain of nullity. If the Contractor engages a subcontractor to perform the Services, the Contractor shall be fully liable for the acts or omissions of the Subcontractors as for its own actions or omissions, irrespective of whether the Contractor applied due diligence in the selection of the subcontractor and irrespective of the professional nature of the activity of the subcontractor. The Contractor shall remain fully liable for any acts or omissions of the subcontractors as for its own acts or omissions, irrespective of whether these subcontractors have been accepted by the Customer. The above principles shall apply mutatis mutandis to further subcontractors.

10. In the event of non-performance of the Subject of the Agreement, or any of its phases specified in the Agreement and/or in the Order, within the time set in the Agreement and/or in the Order, or if the progress of works indicates that the Customer will not perform the Services within the time set in the Agreement and/or in the Order, or in the event of improper performance of the Services, the Customer shall have the right to engage another entity to perform the Agreement and/or the Order. Before carrying out the replacement performance of the Services, the Customer shall request the Contractor to perform the Services, setting an appropriate time limit. In the event of ineffective lapse of the time limit specified in the request, the Customer shall order replacement performance, which shall be carried out at the cost and risk of the Contractor, and the Customer shall have the right to charge the Contractor with the incurred and documented costs of the replacement performance, along with statutory interest for each day of delay calculated from the day when the Customer incurs such costs, on the basis of the debit note, paid within thirty (30) days from its receipt by the Contractor, and in addition in this case the Customer shall retain the right to claim contractual penalties from the Contractor and to claim it repairs the damage suffered. If the failure to perform the Agreement and/or the Order causes a threat to the life or health of humans or threatens the proper functioning of the establishment of the Customer, the Customer may exercise the rights set out in this paragraph without sending the request to the Contractor referred to in the second sentence of this paragraph.

11. The Agreement shall not provide for the exclusive performance of the Services by the Contractor for the Customer.

### **§3**

#### **REMUNERATION FOR THE SERVICES**

1. The Remuneration for the Services has been specified in the Agreement.
2. The Contractor declares that in exchange for the Remuneration it shall perform all works necessary for the proper implementation of the Services insofar as the need to perform them directly or indirectly arises from the description of the Service and the communicated assumptions of the Customer, even if such works are not explicitly listed in the Agreement and/or the Order, with the exception of items specified in the Agreement and/or the Order as explicitly from the scope of the obligations of the Contractor. The Remuneration for the implementation of the Services shall not be increased by any costs incurred by the Contractor directly or indirectly in connection with the proper performance of the Agreement and/or the Order, in particular any costs such as accommodation, travel, insurance of the Contractor's staff.
3. If the remuneration for the Services is indicated in the form of an hourly/daily rate, the remuneration for the Services under the Agreement and/or the Order shall be the hourly/daily rate multiplied by the number of hours/days.
4. The Remuneration shall be increased by the goods and services tax (VAT) in accordance with the provisions in force.

### **§4**

**ORGANISATIONAL PROVISIONS, OCCUPATIONAL SAFETY CONDITIONS AND REGULATIONS  
PERTAINING TO FIRE SAFETY, PROCESS SAFETY, TRANSPORT AND ENVIRONMENTAL PROTECTION**

Where the implementation of the Services involves the Contractor's access to the production plant of the Customer, the Contractor undertakes to be familiar with and observe the provisions concerning the conditions of occupational safety, movement of persons and regulations pertaining to fire safety, process safety, transport and environmental protection specified in the Agreement, including in Appendices to the Agreement.

**§5**

**ACCEPTANCE OF THE SERVICES**

1. The Protocol of successful Acceptance of the Services prepared by the representative of the Contractor, signed by representatives of the Parties, shall be the basis for the issue of the invoice. If the Services are billed on the basis of a hourly/daily rate, the Acceptance Protocol shall include a report of the hours/days worked.
2. If in the course of the acceptance activities the Customer reports defects in the Services performed or other reservations, the Customer may withhold the signature of the Protocol of successful Acceptance of the Services until the defects (or reservations) are resolved by the Contractor within the time agreed by the Parties, or sign the Acceptance Protocol of the Services with indication of the reported defects or reservations, and in this case the Customer shall have the right to decrease the Remuneration determined in the Agreement. The above shall not entitle the Contractor to require change of the final date of the implementation of the Services and shall not deprive the Customer of the possibility to seek contractual penalties on grounds of the delay on the part of the Contractor.
3. If, within fourteen (14) days from the date when the Contractor reports completion of the Services and submits the Acceptance Protocol, the Customer does not indicate any defects (or reservations) or does not sign the Protocol of successful Acceptance of the Services, the Contractor shall have the right to consider the Services as accepted on the basis of the Acceptance Protocol of the Services signed only by itself and to issue an invoice on that basis.

**§6**

**INVOICING**

1. The invoices shall be issued by the Contractor on the basis of: the Protocol of successful Acceptance of the Services which has been prepared in accordance with the Agreement.
2. Invoices – along with the copy of the Acceptance Protocol of the Services – shall be submitted or sent by post to the address: ORLEN Centrum Usług Korporacyjnych Sp. z o.o., ul. Łukasiewicza 39, 09-400 Płock, in an envelope marked with the word “FAKTURA” (invoice).
3. The invoice shall specify:
  - type of the Services and remuneration for the Services,

- the reference number Agreement indicated by the Customer and/or the reference number of the Order of the Customer,
- total net invoiced amount, date of payment and the applicable VAT,
- the tax identification numbers (NIP) of the Customer and the Contractor,
- identification data of the invoice recipient on the part of the Customer, i.e. the name or symbol of the organisational unit of the Customer,
- information concerning the advance payment with the indication of the advance amount included in the relevant invoice and the remaining part to be settled,
- a note concerning the provision included in the Agreement on no assignment of receivables without the consent of the Customer, or information on the assignment to which the Customer has consented,
- additional data as required by the Agreement and/or the Order, and it shall be compliant – on the date of the invoice – with the provisions governing the assessment of the tax on goods and services.

4. The invoice should be:

- drawn up in the form of single-sided print, on the paper which is preferably white,
- filled out – as far as possible – in print,
- written legibly and clearly (appropriate font size, good quality ink).

5. The Customer declares that it is an active payer of the goods and services tax (VAT) with the Tax Identification Number (NIP): 8880004938.

6. The Contractor declares that it is an active payer of the

goods and services tax (VAT) with the Tax Identification Number (NIP) indicated in the recitals of the Agreement. The Contractor shall notify the Customer about any change in the taxpayer status, in particular about its deletion from the VAT register within the time not exceeding three (3) days from the deletion of the Contractor from VAT register. Any invoices issued after the Contractor is deleted from the VAT register shall be adjusted for the VAT amount, and the VAT paid shall be refunded to the Customer within thirty (30) days from the deletion from the VAT register.

7. If the provisions of law require the Contractor to include the following note in the invoice which documents the performance of the Services: “mechanizm podzielonej płatności” (split payment mechanism), the Contractor shall be responsible for the inclusion of the relevant note on the invoice. If the Contractor fails to include the notes required by law, and if any sanctions are imposed on the Customer as a result, the Customer shall have the right to claim reimbursement of the sanction amounts from the Contractor.

8. The Customer authorises the Contractor to issue invoices without signature of the Customer.

9. By issuing an invoice the Contractor declares that it is entitled to issue invoices under provisions of the tax law.

10. The Contractor guarantees and shall be responsible for the correct application of the VAT rates, which means that if the tax authorities challenge the Customer's right to deduct tax because of the fact that according to the provisions the transaction was not be taxable or was exempted from tax, the Contractor shall, at the written request of the Customer and in the time indicated therein, correct the invoice as required and refund the resulting difference to the Customer within thirty (30) days from the date of service of the request. If the Contractor refuses to issue the correction invoice, the Contractor agrees to reimburse the Customer for the equivalent of the VAT challenged by the tax authorities, whereas such amounts shall be reimbursed on the basis of an accounting note issued by the Customer, within thirty (30) days from the date of its service on the Contractor. In each of the cases described above, the Contractor shall also reimburse the Customer for the equivalent of the sanctions, interest, penalties and other charges incurred additionally by the Customer or imposed by the tax authorities, and such amounts shall be reimbursed as described in the preceding sentence.

11. The Contractor shall be required to archive copies of the invoices confirming the performance of the Services which provide a basis for the Customer to reduce the VAT due by the amount of goods and services tax calculated at the purchase of the Services. In the event of non-compliance with this requirement, or if the invoice copy archived by the Contractor is incorrect formal, legal or material reasons, the Contractor shall compensate the Customer for the damage arising as a result of the determination of the fiscal obligation, along with the sanctions and interest imposed on the Customer by the tax authorities in the amounts resulting from the decision of the tax authority.

12. The invoice may be delivered to the Customer via electronic media. Invoices may be sent electronically after the authorised representatives of both Parties have signed the "Agreement on the transmission of invoices electronically".

## **§7**

### **PAYMENT**

1. Remuneration shall be paid by transfer to the bank account of the Contractor indicated in the Agreement within thirty (30) days from the date of receipt of the original, valid and correct invoice. If the invoice payment date falls on a public holiday, the payment shall be made on the next working day after such date. The date of payment shall be the date of debiting the Customer's account.

2. If the Contractor sends an invoice/correction invoice without the data indicated in § 6(3) of the GCS and/or without the documents required under the Agreement and/or issued by the Contractor contrary to the Agreement and/or the current regulations, the Customer shall withhold payment of the Remuneration. The payment shall be made within seven (7) working days from the day on which the Customer is served the invoice/correction invoice containing the information indicated in § 6(3) of the GCS and/or accompanied by the missing documents and/or issued in accordance with the Agreement and/or in accordance with the current regulations, but not earlier than on the date indicated in the preceding paragraph, and without the requirement to pay statutory interest for the delay in payment.

3. Without the prior written consent of the Customer, the Contractor may not assign its receivables under this Agreement to a third parties.

## §8

### INTELLECTUAL PROPERTY RIGHTS

1. The Contractor warrants that there are no existing patents and other industrial property rights, copyrights and other related rights and know-how of third parties which could be breached by the Customer as a result of the use of the Services.

2. The Contractor hereby undertakes to indemnify the Customer and hold it harmless if the Customer faces any accusations or reservations made by third parties in connection with any breach of the rights referred to in paragraph 1 above and to pay any costs which may arise (including legal fees) and damages awarded against the Customer, provided that the Customer notifies the Contractor about such accusations and the resulting claims.

3. If during the term of or in connection with the Agreement and/or the Order any analyses, expert reports, reports, opinions, research, documentation, presentations or other studies are created which may be considered as creative works within the meaning of the Act of 4 February 1994 on copyright and related rights (the "Creative Works"), the Contractor shall transfer the proprietary copyrights in such Creative Works to the Customer.

4. The proprietary copyrights shall be transferred to the Customer in the following fields of exploitations:

a. fixation or reproduction of the Creative Works in whole or in part by any means, in any way and in any form, which includes the production of copies of the Creative Works with the use of any technology (in particular by printing, reprography, magnetic recording and digitally) and the use of copies of the Creative Works in accordance with the needs of the Customer,

b. distribution of the Creative Works and copies of the Creative Works, in whole or in part, by any means, in any way and in any form, which includes rental and lending, in accordance with the needs of the Customer,

c. exhibition, display, playback and broadcasting of each of the Creative Works and their copies, and also making them available to the public of in such a way that members of the public may access them from a place and at a time individually chosen by them (including in the Internet), in accordance with the needs of the Customer,

d. storing the Creative Works and to computer in the computer memory and in the computer and ICT networks (including in the Internet, Intranet).

5. The Contractor gives the Customer an unconditional consent for the exercise of the related rights in the Creative Works and transfers to the Customer the exclusive right to grant other entities a consent to exercise the related rights in the Creative Works to the extent of the Customer's authorisation. The Customer shall exercise such rights on an exclusive basis.

6. As a result of transfer of the proprietary copyrights, the Contractor authorises the Customer to use the Creative Works in the form provided by the Contractor, as well as to fix and use them in whole or in part in other creative works.

7. The Contractor gives the Customer an unconditional consent to make changes to the Creative Works without any restrictions. The right referred to in the first sentence shall include the transfer to the Customer of the right to give further consents to third parties to make changes to the extent of the Customer's authorisation.

8. Transfer of the proprietary copyrights in the Creative Works in all fields of exploitation specified in paragraph 4 above and the grant of consents and authorisations referred to in paragraphs 5-7 above shall take place on the date of acceptance of the underlying Services for the Creative Work, without restrictions in terms of time and territory.

9. Transfer of the proprietary copyrights in the Creative Works in all fields of exploitation specified in paragraph 4 above and the grant of consents and authorisations referred to in paragraphs 5-7 above shall be covered by the Remuneration.

10. The Contractor warrants that the use of the proprietary copyrights in the Creative Works by the Customer, its legal successors and licensees shall not breach any rights of third parties, in particular copyrights, patent rights, trademark rights, company secrets of third parties. In the case of any accusations or claims against the Customer concerning a breach of the rights of third parties covered by the warranty referred to in the preceding sentence, the Contractor shall, at its expense, exercise all means of defence of the Customer against such accusations and claims and shall cause the Customer to be released from them, and shall also cover all costs and damage incurred or suffered by the Customer.

11. The Contractor warrants that the persons entitled under moral rights in the Creative Works shall not exercise such rights against the Customer, its legal successors and licensees.

12. Upon transfer of the copyrights in the Creative Works by the Contractor to the Customer, the Customer shall also acquire ownership of the provided copies of the Creative Works and the carriers on which the Creative Works have been fixed, which shall be covered by the Remuneration.

## §9

### **FORCE MAJEURE**

1. Neither Party shall be liable for non-performance or improper performance of the Agreement or for any damage caused by a Force Majeure event.

2. Force Majeure shall be considered any external events unforeseeable at the time of conclusion of the Agreement and/or the placing of the Order, beyond control of either Party, in particular Force Majeure shall be considered by the Parties as acts of war, terrorist acts, riots, natural disasters, decisions of state authorities, and any other act of God which causes pollution or chemical or radioactive poisoning of people, buildings or movable property.

3. For the avoidance of doubt, the Parties confirm that the changes of the economic situation in the national or EU market or the changes of the financial situation of the Party shall not be



considered as Force Majeure within the meaning of this section. Strikes may be considered as Force Majeure only if they occur at a regional or national scale or in the whole industry branch, and in any case only if they have been announced by the national trade union.

4. The Party which is unable to meet its obligations for reasons of Force Majeure, shall be obliged to:

a. immediately notify the other party to his effect, to the addresses indicated in the Agreement, but not later than within seven (7) days of occurrence of such event;

b. present reliable evidence on the occurrence of Force Majeure and its impact on the performance of the obligations arising from the Agreement and/or the Order.

5. If the affected Party fails to comply with the requirements specified in paragraph 4 above, it shall lose the right to invoke an event of Force Majeure.

## **§10**

### **INSURANCE**

1. The Contractor shall, at its own cost, acquire and maintain throughout the term of the Agreement, a civil liability (in contract and in tort) and professional liability insurance, extended by additional clauses in the scope of the risks of losses connected with the performance of the Agreement.

2. A copy of the policy confirming the scope of the insurance cover specified above, along with the GCS, or a certificate prepared by the insurance company which issued the policy along with the GCS, shall be delivered to the Customer on the day of conclusion of the Agreement or - if this is not possible - at the latest before starting to implement the Subject of the Agreement.

3. The scope of the policy and the amount of cover shall be specified in detail in the Agreement.

4. The Contractor shall, in each individual instance, notify the Customer about any events which cause the reduction in the sum insured and about the sum insured remaining to use.

5. The Contractor declares that if the policy expires before the end of the implementation of the Subject of the Agreement, the policy shall be renewed and its terms shall not be less favourable. In this case, the Contractor shall provide the Customer with a copy of the policy confirming the scope of the insurance cover required by the Customer along with the GCS, or a certificate prepared by the insurance company which issued the policy along with the GCS, within three (3) working days from the date of the renewal of the policy.

## **§11**

### **SECRECY**

1. The Contractor consents that the Customer disclose the Agreement and/or the Order and other information and documents relating to the Agreement: to the insurance broker and/or insurer for the purposes of performance of the rights and obligations arising from the insurance agreements

concluded by the Customer, to the companies in the ORLEN Capital Group, to consultants of the Customer and to auditors.

2. The Contractor undertakes to keep secret the information provided directly or indirectly by the Customer (in any form, i.e. in particular orally, in writing, electronically), and also the information otherwise acquired by the Contractor in the course of mutual cooperation, including in connection with the conclusion and implementation of the Agreement, where such information directly or indirectly relates to the Customer, companies in the ORLEN Capital Group or their business partners, including the content of the Agreement and/or the Order. The Parties assume that all technical, technological, organisational or other information having economic value, not disclosed to the public, transmitted by the Customer or on its behalf or otherwise obtained by the Contractor in the course of the negotiations, conclusion and implementation of the Agreement shall be treated as company secret within the meaning of the Act of 16 April 1993 on combating of unfair competition ("Business Secret"), unless upon its transmission, the person who transmits it indicates in writing or in electronically that such information has a different nature than that specified above.

3. The obligation to keep secret the information included in paragraph 2 above shall be understood by the Parties as a prohibition to use, disclose and transmit this information in any way and to any third parties, except in the following situations:

a. where disclosure or use of the information is necessary for the proper performance of the Agreement and compliant with the Agreement, or

b. where the information, at the time of its disclosure, is already publicly available, and was disclosed by the Customer or at its consent or in the manner other than by any act or omission in breach of the law or any agreement, or

c. the Customer is required to disclose the information by the court or competent authority or in the case of a legal obligation of such disclosure, provided that the Contractor immediately informs the Customer in writing about the obligation to disclose the information and its scope, and also follows, as far as possible, the Customer's instructions concerning disclosure of such information, in particular as regards filing for secrecy of the proceedings, grounds for any means of challenge, appeal or any other equivalent legal measure, and shall inform the court or the competent authority of protected nature of the information, or

d. the Customer has given a written consent to the Contractor for the disclosure or use of the information for a specific purpose, in the manner indicated by the Customer.

4. The Contractor shall apply such security measures and practices as may be appropriate and sufficient to ensure safe processing of the Business Secret, including in the manner compliant with the Agreement and the provisions of law, in order to prevent any unauthorised use, transmission, disclosure or access to such information. The Contractor shall not in particular copy or fix the Business Secrets, unless this is justified by the proper implementation of the Agreement by the Contractor. The Contractor shall be obliged to notify the Customer immediately of any security breaches or unauthorised disclosure of the Business Secret processed in connection with the Agreement.

5. The obligation to maintain the secrecy of the information referred to in paragraph 2 above shall also extend to the Contractor's employees and other persons, including in particular auditors, consultants and subcontractors provided with such information by the Contractor. The Contractor shall require the aforementioned persons to undertake to protect the Business Secret in writing under the conditions at least such as those specified in the Agreement. The Contractor shall bear full liability for the acts or omissions of the persons who have gained access to the Business Secret, in accordance the liability referred to in §14(6).

6. At each request of the Customer, within a period of no more than 5 days, the Contractor undertakes to send to the Customer a list of persons and entities which have gained access to the Business Secret through the Contractor. Failure to comply with the obligation referred to in this paragraph shall be treated as an unauthorised disclosure of the Business Secret resulting in the liability referred to in §14 (6).

7. The obligation to maintain the secrecy of information shall be binding during the term of the Agreement and within 10 after its termination, expiry or revocation or nullification of legal effects. If, despite the lapse of the period of protection of the Business Secret specified in the preceding sentence, such information is still protected based on the internal regulations or decisions of the Customer or based on the special provisions of law, the Customer shall notify the Contractor in writing about the extension of the protection period by the additional period indicated by the Customer (but not longer than 10 years), for which the Contractor hereby consents. The notification referred to in the preceding sentence shall be provided before the lapse of the 10 years' protection period referred to in the first sentence of this paragraph, but not later than 10 working days before the end of effect of the obligation mentioned above. The Parties have agreed that the obligation described in this paragraph shall apply irrespective of termination, expiry or revocation or nullification of legal effects of the Agreement.

8. Not later than within 3 working days after the lapse of the protection period referred to in paragraph 7 above, the Contractor and any person who received any Business Secret from the Contractor, shall destroy or return to the Customer all materials which contains it.

9. If, in relation to the implementation of the Agreement, it is necessary to access or transfer personal data to the Contractor within the meaning of the current provisions on the protection of personal data, the Contractor shall, before the start of the processing of such data, conclude a separate, appropriate agreement with the Customer, specifying the terms and conditions for the protection and the processing of these data.

10. If, in the course of the implementation of the Agreement, it is necessary to access or transfer to the Contractor, in any form, any information which constitutes Company Secret of ANWIL S.A. understood as sensitive Business Secret of the Customer towards which special activities have been applied as specified in internal acts of the Customer in order to keep it secret, and which - if used by, transmitted or disclosed to an unauthorised person - may considerably undermine or be detrimental to the interests of the Customer, the Contractor undertakes to apply the terms and principles of protection of the Company Secret of ANWIL S.A. specified in appendix to the Agreement or in a separate agreement concluded with the Customer.

11. For the avoidance of doubt, the Parties confirm that the Contractor, irrespective of the obligations referred to in the Agreement, shall also comply with the additional requirements relating to the protection of certain types of information (e.g. personal data, confidential information) arising from the applicable provisions of law.

## **§ 12**

### **CONFLICT OF INTEREST**

1. Without consent of the Customer, the Contractor undertakes not to provide services for the benefit of a third party if such provision of services would or could generate conflict of interest with the Services performed for the benefit of the Customer or be in conflict with the interest of the Customer or the interest of an entity belonging to the ORLEN Capital Group.

2. The Contractor undertakes to investigate on an ongoing basis whether there is any conflict of interest or the risk that it may appear and to notify the Customer about the possibility of any conflict of interest immediately after becoming aware of it, in order to agree on the further procedure. The Customer undertakes to respond within (ten) 10 business days from the date of receipt of the notification.

## **§13**

### **INTERNAL COMMUNICATION**

1. The Contractor shall obtain a prior written consent of the Customer to place the business name of the company, trade mark or logo of the Customer on its website, list of business partners, in brochures, advertisement and all other advertising and marketing materials. In this case, along with the application for permission, the Contractor shall submit to the Customer draft materials where such data would be included.

2. The Contractor shall also obtain a prior written consent of the Customer to make public any information concerning the Agreement, which includes providing it to the mass media such as the press, radio, TV, Internet. In this case, along with the application for permission, the Contractor shall submit to the Customer the content to be published.

## **§14**

### **LIABILITY AND CONTRACTUAL PENALTIES**

1. The Contractor shall indemnify the Customer against the obligation to provide any benefit to any third parties for any personal injury, damage to property or damage to the environment caused in connection with the Services.

2. In the event of a delay in the implementation of the Subject of the Agreement by the Contractor, the Customer shall have the right to charge the Contractor with a contractual penalty of 0.3% of the Remuneration for each of the ten (10) first days of delay. For each subsequent day of delay, starting from the eleventh (11<sup>th</sup>) day, the amount of the contractual penalty shall be 0.5 % of the Remuneration for each day.

3. If a third party is engaged for the performance of the Agreement and/or the Order by the Contractor without the consent of the Customer, the Customer shall have the right to charge the Contractor with a contractual penalty of 20% of the Remuneration for each breach.

4. If the Customer withdraws from the Agreement and/or the Order for the reasons attributable to the Contractor, the Customer shall have the right to charge the Contractor with a contractual penalty of 20% of the Remuneration.

5. In the case of a One-Off Agreement, the basis for the calculation of a contractual penalty referred to in paragraphs 2 – 4 above shall be the total Remuneration provided for in the Agreement. In the case of a Framework Agreement, the basis for the calculation of a contractual penalty referred to in paragraphs 2 – 4 shall be the amount of remuneration for the Order affected by the delay, engagement of a third party for performance in breach of the Agreement and/or which caused the withdrawal.

6. In the event of an unauthorised use, transmission or disclosure of the Business Secret by the Contractor, the Customer shall have the right to claim the payment of a contractual penalty from the Contractor in the amount specified in the Agreement for each case of an unauthorised use, transmission or disclosure of the aforementioned information. The above shall not in any way exclude any other sanctions or rights of the Customer specified in the provisions of law, including in the Act of 16 April 1993 on combating of unfair competition.

7. In the event of the Contractor's non-performance or improper performance of the obligations indicated in §12 of the GCS, the Customer shall have the right to charge a contractual penalty in the amount specified in the Agreement for each breach.

8. In the event of the Contractor's non-performance or improper performance of the obligations indicated in §13 of the GCS, the Customer shall have the right to charge a contractual penalty in the amount specified in the Agreement for each breach.

9. The Customer shall have the right to claim the payment of a contractual penalty from the Contractor even after expiry of the Agreement and/or the Order or after termination of the Agreement.

10. In the event of a breach of the regulations and requirements in the scope of occupational health and safety, fire protection regulations, principles of process safety, environmental regulations, provisions of the Act on the protection of individuals and property and the Act on education in sobriety, provisions specified in the Policy for the Movement of Persons at ANWIL S.A., the Contractor shall pay to the Customer, for each disclosed and documented breach, a contractual penalty specified in the "Table of financial penalties" enclosed in Appendices to the Agreement, and the penalties specified in the Policy for the Movement of Persons at ANWIL S.A.

11. The Customer shall have the right to claim supplementary damages in excess of the stipulated contractual penalties, in line with general principles, if the amount of the damage suffered exceeds the amount of the contractual penalty.

12. The Contractor may not set off its receivables under the Agreement without their prior approval by the Customer. The Customer may set off its receivables under the Agreement, including those

resulting from the contractual penalties imposed, against the receivables of the Contractor, also in the case where the receivables of the Customer assigned for set-off are not yet due or challengeable.

13. For the avoidance of doubt, the Parties confirm that the Customer may claim the payment of a contractual penalty specified in this paragraph from the Contractor also if the Customer suffered no damage. The Contractor declares that the amount of contractual penalties stipulated in the Agreement is not unreasonably excessive.

14. The Contractor shall pay the contractual penalties charged on the basis of the issued debit notes within seven (7) days from the date of their service on the Contractor.

## **§15**

### **WITHDRAWAL FROM THE AGREEMENT AND/OR THE ORDER**

1. Withdrawal from the Agreement and/or the Order by the Party shall be made in writing and shall state the reasons for doing so. On the day when the notice on withdrawal from the Agreement and/or the Order becomes effective (hereinafter the "Withdrawal Date"), the rights and obligations of the Parties under the Agreement and/or the Order shall expire, with the exception of the rights and obligations indicated in the Agreement as remaining in force regardless of withdrawal from the Agreement and/or the Order, and subject to the following provisions:

a. the Contractor shall immediately withhold the performance of the Agreement and/or the Order;

b. the Contractor shall transmit to the Customer the documents pertaining to the part of the Agreement and/or the Order completed by the Withdrawal Date, and shall also transfer to the Customer the proprietary copyrights in the Creative Works related to the completed part of the Agreement and/or the Order, with appropriate application of the principles specified in §8 of the GCS;

c. as of the Withdrawal Date, the Contractor - in the scope corresponding to the completed part of the Agreement and/or the Order - shall transfer to the Customer all the rights which, in accordance with the Agreement, the Customer would have in that part of the completed Agreement and/or the Order if the Agreement and/or the Order were completed without withdrawal,

d. the Customer shall pay the Contractor solely for the Services performed in accordance with the Agreement before the Withdrawal Date.

2. Under the contractual right of withdrawal, the Customer may withdraw from the Agreement and/or the Order if at least one of the following circumstances occurs:

a. the Contractor is in breach of its material obligations arising from the Agreement and/or the Order, and the act or omission of the Contractor has not been remedied within the time limit specified in the written notice of the Customer served on the Contractor;

b. if the Contractor does not perform the Agreement and/or the Order in line with the Agreement and/or the Order and/or performs it improperly despite the lapse of the time limit specified by the Customer to change the way in which the Agreement and/or the Order is performed;

c. the Contractor has lost the capability to perform the Agreement and/or the Order;

d. the Contractor delays in the performance of the Agreement and/or the Order or any of its phases specified in the Agreement and/or the Order;

e. a resolution has been adopted on the liquidation of the Contractor;

f. the Contractor has engaged a third party for the performance of all or part of the Agreement and/or the Order in breach of the provisions of the Agreement;

g. the Contractor has not complied with the OHS and/or fire safety regulations applicable at the premises of the Customer and/or with other internal regulations applicable at the premises of the Customer, the compliance with which has been obligatory for the Contractor, and the act or omission on the part of the Contractor has not been remedied within the time limit indicated by the Customer. In the case of a material breach of the OHS and/or fire safety regulations applicable at the premises of the Customer and/or of other internal regulations applicable at the premises of the Customer, the Customer may exercise the right of withdrawal without indicating the time limit for remedy of such breach.

h. at the discretion of the Customer, its interests would be in conflict with the interests of third parties served by the Contractor.

3. The Customer may withdraw from the Agreement and/or from the Order, at its option, in whole or in the part of the Agreement and/or the Order to which the cause of withdrawal applies.

4. The contractual right of the Customer to withdraw from the Agreement and/or the Order may be exercised by the Customer within forty-five (45) days from the date on which the Contractor should complete the implementation of the Agreement and/or the Order in accordance with the provisions of the Agreement or the Order, but not later than within three (3) months from the day on which the Customer becomes aware of the circumstances providing the basis for withdrawal.

## **§16**

### **TERMINATION OF THE AGREEMENT**

1. The Agreement may be terminated at any time as arranged by the Parties.

2. The Agreement may be terminated by either Party upon 1 month's notice.

3. In the event of at least one of the circumstances indicated in §15(2) of the GCS, the Customer may terminate the Agreement with immediate effect. For the avoidance of doubt, the Parties acknowledge that, before submitting the notice on termination of the Agreement with immediate effect, the Customer shall not be obliged to provide warnings and/or time limits to remedy the breaches referred to in §15(2) of the GCS.

4. The Orders to be completed after the termination period or after the date of termination of the Agreement with immediate effect shall be performed and completed in accordance with the principles set out in the Agreement and the Order, unless the Customer indicates otherwise in writing.

## §17

### ANTI-CORRUPTION CLAUSE

1. Each of the Parties declares that, in the performance of the Agreement, it shall exercise due diligence and shall comply with all the provisions of law on anti-corruption applicable to the Parties issued by the competent authorities in Poland and in the territory of the European Union.
2. Each of the Parties also declares that, in connection with the performance of the Agreement, it shall comply with all the requirements and internal regulations applicable to it concerning the standards of ethical behaviour, anti-corruption measures, settlement of transactions, costs and expenses in line with the provisions of law, conflict of interest, offering and accepting gifts and anonymous reporting and investigation of irregularities.
3. The Parties warrant that in connection with the conclusion and implementation of the Agreement neither Party has provided, or offered or promised to provide, or authorised, and shall not provide, or offer or promise to provide, or authorise any payment or any other transfer which constitutes a financial advantage or otherwise, or any other benefit directly or indirectly to any of the following:
  - a. any member of the management board, director, employee or agent of the other Party;
  - b. any public official understood as a natural person exercising a public function as defined in the legal system of the country where the Agreement is implemented or where the registered offices of the Parties are located;
  - c. any political party, member of a political party or a candidate for a public office;
  - d. any agent or intermediary in return for the payment for any of the foregoing; or
  - e. any person or entity – in order to facilitate their decision, influence or actions which may result in any unlawful favouring or in any other improper purpose, if such action is or would be in breach of the provisions of law on anti-corruption issued by the competent authorities in Poland and in the territory of the European Union.
4. The Parties shall inform each other immediately about any breach of the provisions of this clause. At the written request of one Party, the other Party shall provide the information and answers to the reasonable questions of that Party concerning the implementation of the Agreement in accordance with the provisions of this clause.
5. For the purposes of the proper performance of the obligation referred to above, each Party declares that, in the period of implementation of the Agreement, it shall provide the possibility for any person acting in good faith to report any irregularities anonymously by electronic mail of the Anonymous Whistleblowing System: [anonim@anwil.pl](mailto:anonim@anwil.pl)
6. In cases of suspected corruptive activities performed in connection or for the implementation of the Agreement by any representatives of either Party, the Customer reserves the right to conduct an anti-corruption audit of the Contractor to verify the Contractor's compliance with



the provisions of this clause, including in particular in order to clarify all matters concerning the corruptive activity or activities.

## §18

### FINAL PROVISIONS

1. PKN ORLEN S.A., which is a parent undertaking for the Customer, is charged with the information obligations toward the capital market, which are governed by the Regulation (EU) of the European Parliament and of the Council No. 596/2014 of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (hereinafter the "MAR"). As a result, the Contractor shall be obliged to implement the procedures applicable at PKN ORLEN S.A. for the protection of inside information as defined in the MAR, if it comes into possession of such information in the implementation of the Agreement.

2. If the Agreement is of an advisory nature, the following principles shall apply:

a. If the Contractor provides, prepares for implementation or implements for the Customer a tax scheme within the meaning of the provisions of the Tax Ordinance Act, the Contractor undertakes to (i) notify the Customer in writing or by email about the obligation to report the tax scheme to the Head of the National Revenue Administration and (ii) transmit to the Customer in this way the necessary data concerning the tax scheme which are specified in these provisions – within ten (10) days from the date of the first of the operations which, under the Tax Ordinance Act, entail the reporting obligation, and in particular from the date on which the tax scheme is made available to the Customer.

b. If the Contractor decides that it acts as an assistant within the meaning of the Tax Ordinance Act, it shall immediately notify the Customer to this effect in writing or by email – not later than within ten (10) days from the date on which it took note of that fact, and shall continue the performance of the works entrusted to in line with the Agreement, unless the Parties by way of mutual arrangements decide otherwise.

c. In the case of the Contractor's non-compliance with the obligations indicated in point (a) or (b) hereinabove, which would cause the Customer's non-compliance with the obligation of timely notification of the Head of the National Revenue Administration of the tax scheme referred to above, the Contractor undertakes to reimburse the Customer for the equivalent of any resulting penalties, fines and sanctions imposed on the Customer or its employees.

d. The Parties have decided that the Contractor shall not be released from the obligation of professional secrecy protected by law within the meaning of the Tax Ordinance Act, unless the Parties agree otherwise in writing. If the information contained in the tax scheme constitutes Business Secret or Company Secret, the Contractor shall indicate - at the time of reporting the tax scheme to the Head of the National Revenue Administration - that the transmitted information is protected by the Customer as Business Secret or Company Secret.

3. The applicable law in respect of this Agreement shall be the Polish law.

4. The matters not provided for in this Agreement shall be governed by the provisions of the Civil Code and other provisions of universally applicable law.
5. If, in the context of the subject of the Agreement, the concluded Agreement is or may be an agreement of result, the matters not provided for in this Agreement shall be governed by the provisions of the Civil Code concerning the task-specific contract.
6. Any disputes arising out of the Agreement shall be settled before the common court proper for the registered office of the Customer.
7. Any amendments and additions to the Agreement may only be made in writing under pain of nullity, unless the Agreement expressly provides otherwise.
8. The Parties undertake to inform each other about any change of the address, telephone numbers, email addresses, contact persons. In the case of non-compliance with this obligation by one of the Parties, the correspondence sent to the address given in the Agreement shall be deemed delivered.
9. All notices shall be made in the form and to the addresses indicated in the Agreement, unless the Agreement provides otherwise.
10. For the avoidance of doubt, the Parties have decided that if any of the provisions of the Agreement is found to be invalid or encumbered with a legal defect, it shall not affect the remaining provisions of the Agreement. In respect of the provisions found invalid or unenforceable, the Parties shall negotiate in good faith, insofar as possible, alternative provisions that will be valid and enforceable and will reflect the original intentions of the Parties to the Agreement.
11. The Agreement shall terminate and supersede all other prior written or oral arrangements between the Parties in the scope covered by its contents.
12. The Agreement has been made in two counterparts, one for each of the Parties.