

## **REQUEST FOR INFORMATION (RFI)**

Dear Sirs,

**ORLEN Neptun VIII Sp. z o.o. share of corporate group ORLEN Neptun (hereinafter referred to as „ORLEN Neptun” or Ordering Party) invites you to submit an RFI offer for the performance of the scope of work described below.**

*The Bidder hereby acknowledges and accepts that bids are submitted as part of the purchasing procedure carried out by ORLEN Neptun VIII sp. z o. o. and that bid submission constitutes one of the stages of negotiations according to art. 72 of the Civil Code, therefore, the provisions regarding offers, in the definition of art. 66 of the Civil Code, and regarding auctions and procurements, in the definition of art. 70<sup>1</sup> – 70<sup>5</sup> of the Civil Code, shall not apply.*

### **1. SUBJECT OF THE REQUEST FOR INFORMATION:**

**“Transport and Installation services of Offshore Wind Turbine Generator (WTG) components for the Baltic East Offshore Wind Farm Project.”**

#### **1.1. Purpose of REQUEST FOR INFORMATION**

The purpose of this RFI process is to:

1. Understand market's interest in participating in procurement process for installation services for Offshore Wind Turbine Generator components for Baltic East Project;
2. Engage with established Operators who can provide installation services on early stage of the Project;
3. Inform potential suppliers about expected scope of Works;
4. Gain reliable view of installation vessels which might be offered and secured by potential suppliers for Transport and Installation services in the Project's timeline;
5. Understand market's ability to supply required Transport and Installation services in the Project's timeline;
6. Understand Technical capabilities and methodology which might be offered in order to plan development, design and construction activities of the Offshore Wind Farm;
7. Acquire initial indicative price information that might be used in building Project's business case for the purpose of submitting a bid in support system auction in 2025.

#### **1.2. Scope of work**

**Scope of work of potential future Transport and Installation of Offshore Wind Turbine Generators components for the Baltic East Offshore Wind Farm Project is contained in Appendix No. 5**

#### **1.3. Response to RFI**

The following shall be considered by the Bidder when submitting a response to this RFI:

1. It is mandatory for the bidders to sign **Non-Disclosure Agreement (NDA)** with the Ordering Party to receive **Scope of work** document and participate in the procurement process.
2. Offer shall be submitted for **entire** Scope of Works for Transport and Installation of WTGs. The items, which are excluded from the offer, shall be clearly marked and commented by the Bidder.
3. The vessel must comply throughout its operation on construction site with all international and local rules and regulations including port state and flag state requirements and have a documented safety management system. In addition, it shall follow industry best practice guidelines. It is a requirement that vessels are classed by an IACS member and has a valid Classification Document issued by the IACS member. The vessel must be manned with a competent, experienced, suitable, and fully certified crew in accordance with STCW requirements applicable to the relevant area of operation. The vessel supplier should comply with the IMCA Guidelines for DP, lifting operations and RUK guidelines for jacking

operations. The vessel must be fit for purpose and must have a valid IMCA M 149 CMID not older than 6 months, conducted by an accredited IMCA inspector, prior mobilisation.

4. Ordering Party reserves a right to conduct due diligence on the vessel to confirm its suitability for Marine Operations.

**Note:**

1. *Technical information about the Baltic East Project is contained in **Appendix No. 1**.*
2. *Detailed **Scope of work** included in **Appendix No. 5** and **Preliminary schedule of procurement process included in Appendix T1** will be provided to the Bidders through the **CONNECT Platform** after submitted their declaration of non-disclosure of information constituting company secret (signed NDA from **Appendix No. 4**- signed with a qualified electronic signature).*
3. *The signing of any potential contract related to this procurement process and incurring financial obligations will take place only after all steps of procurement process (including RFP procedure) and after receiving corporate approvals. If the required corporate approvals are not received, the Ordering Party reserves the right to end the procurement procedure without selecting a contractor, without giving a reason and without any financial consequences on this account.*

## **2. WORKS PERFORMANCE DATES:**

*Execution of the Transport and Installation of Wind Turbines contract is expected in years 2030-2031.*

## **3. DOCUMENTS AND INFORMATION REQUIRED TO PLACE A BID:**

In order for the bid to be accepted and considered, it is necessary to present documents and information listed in **Appendix No. 2, 3** according to the rules specified in point 4 below.

## **4. BID SUBMISSION – CONDITIONS/ RULES:**

- 4.1. If you would like to place a bid, please **send us a short message through CONNECT**. To write a message, please choose "Ask the Ordering Party a question" or "Go to questions and answers" and fill in the question field - in the "Subject of the message" field, please enter: **"Bid submission declaration"**, write short information that you are interested of participation in our purchasing process and add in the attachment **signed Information Protection Agreement – NDA from Appendix No. 4**.
- 4.2. Scope of work and other details/documents will be provided to the Bidders through the **CONNECT Platform**.
- 4.3. Disclosing this RFP to other entities is forbidden.
- 4.4. The bid must be placed before the deadline specified in the **CONNECT** system, in Polish or English, through **CONNECT - Purchasing Platform** of the **ORLEN Group** available at <https://connect.orklen.pl/> all fields in the form and attaching the information/documents requested in the RFP.
- 4.5. The lack of any document in a bid, or the lack of a declaration of its delivery at another date indicated and agreed with the Ordering Party, may result in the exclusion of the Bidder from further proceedings.
- 4.6. The bid should be signed by a representative of the Bidder, authorised according to the provisions of National Court Register or other respective commercial register of companies or according to the relevant power of attorney.
- 4.7. If you do not wish to submit a bid please send us a short message through **CONNECT** (in the "Subject of the message" field, please write "Decline the request to submit a bid", please indicate the reasons in the body of the message and click "Decline" (the order of the actions is relevant).
- 4.8. Any requests for additional information and explanations should only be submitted through **CONNECT** ("Ask the Ordering Party a question" option) in the timeframe provided for by the system. The reply will be submitted in the same way.
- 4.9. The Ordering Party reserves the right not to answer the questions asked if questions are asked within the three days before the required date for submission of bids.

## 5. PROCESS – MODE OF BID SUBMISSION:

Bidders submit documents (scanned copies of documents) through the CONNECT system.

1. The signed **Appendix No. 2** constituting the **TECHNICAL OFFER** along with the required **Appendices** should be attached in the item entitled "TECHNICAL OFFER" - Please submit all files in one .zip file.
2. The signed **Appendix No. 3** constituting the **COMMERCIAL OFFER** along with the required **Appendices** should be attached in the item entitled "COMMERCIAL OFFER" - Please submit all files in one .zip file.

**Note:**

1. *The quality of the bid is essentially important – the better the quality, the faster the RFP process can be concluded, which is of the benefit to all involved parties.*
2. *The sequence of documents attached to the offer should be consistent with the numbering in the Appendices.*
3. *The offer shall be signed by person(s) authorized to represent the bidder. Power of attorney shall be presented and shall be complete (i.e. presenting full chain of power of attorneys from persons included in companies register up until the person(s) signing the offer). A qualified electronic signature is preferred.*

## 6. SELECTION OF THE BID/BIDDER:

- 6.1. The Ordering Party does not intend to select / de-select any potential supplier solely based on results of this RFI.
- 6.2. The Ordering Party considers this procurement process as for information only, however, the Ordering Party will consider the submitted information and documents in planning potential subsequent stages of the procurement process. If the Ordering Party decides to organize subsequent stages of procurement process, each individual bidder from this RFI may or may not be invited to participate based on Ordering Party's sole discretion and any bidder shall have no claims towards the Ordering Party on such regard.

## 7. CONFIDENTIALITY:

- 7.1. The Bidder undertakes to respect the confidential nature of all information resulting from this procurement procedure.
- 7.2. These bidding documents are to be used by the Bidder solely for the purpose of preparation and submission of the Feasibility Study offer on the expressed condition that neither the bidding documents nor the information contained therein shall be disclosed to others or used for any other purpose without the expressed prior written consent of the Ordering Party.
- 7.3. The Bidder undertakes to treat all information related to this RFP, as well as information acquired during the procurement procedure, as confidential. Information concerning the fact of being invited to respond to this RFP, of submitting a tender, of holding commercial negotiations or of signing a contract may be revealed by Bidders only subject to a written consent of ORLEN Neptun to publish or reveal such information to third parties. Should it be necessary to obtain bids from subcontractors/sub-suppliers, the Bidder may share information with such parties in the scope necessary to acquire the bids, at the same time obliging the subcontractors/sub-suppliers to keep the information in confidence.

## 8. RESERVATIONS OF ORLEN NEPTUN:

- 8.1. Ordering Party is not bound by the provisions of the act of 11 September 2019 on public procurement law and reserves the right to:
  - a) Select any Bidder at its discretion, according to the assessment criteria set out;
  - b) Cancel, close, refrain from the bid selection process and from negotiations without giving reasons. The Bidders are not entitled to any claims against Ordering Party on these basis;
  - c) Limit the scope of works, make corrections and specifications regarding the scope of works while analysing the bids, ask for the bids to be updated during the technical and price negotiations;
  - d) Reject the most and least expensive offer - without giving reasons;
  - e) Carry out multi-stage negotiations of various types, in particular, direct negotiations and negotiations carried out through the electronic auction system;

- f) Freely select the entity/entities with which to conduct negotiations regarding the entire scope of the submitted bid/response or a part thereof, and to conclude contracts with more than one Bidder selected in the course of negotiations, whereas the scope of the contract may cover the entire bid/response submitted to the request for proposal or a part thereof.
- 8.2. The Bidder acknowledges and accepts that all communications received during the purchasing procedure, irrespective of their form, are for information only and will not be considered a statement of intent to conclude a contract.
- 8.3. The Bidder shall bear all the costs related to the preparation and submission of the bid and shall not be entitled to demand reimbursement of such costs from Ordering Party.
- 8.4. The Bidder shall be obliged to familiarise itself with the conditions of the RFI. Submission of a bid shall be tantamount to accepting these conditions of the RFI procedure.
- 8.5. Execution of powers by Ordering Party resulting from point 8.1. does not constitute the basis for any claims for damages or related to the conclusion of the Contract.

**Monika Jędraszczyk**

ORLEN Neptun Sp. z o.o.  
ul. Bielańska 12, 00-085 Warszawa  
☎+48 667191102

#### APPENDICES TO THE RFI:

<b>Appendix No. 1</b>	<b>BALTIC EAST PROJECT - INTRODUCTION</b>
<b>Appendix No. 2</b>	<b>TECHNICAL OFFER</b>
<b>Appendix No. 3</b>	<b>COMMERCIAL OFFER</b>
<b>Appendix No. 4</b>	<b>Information protection agreement (NDA)</b>
<b>Appendix No. 5</b>	<b>Scope of work (subject to signed NDA)</b>
<b>Appendix No. 6</b>	<b>Information clause</b>
<b>Appendix No. 7</b>	<b>INFORMATION NOTE (MAR clause)</b>
<b>Appendix No. 8</b>	<b>Sanction Clause</b>
<b>Appendix T1</b>	<b>Preliminary schedule of procurement process (subject to signed NDA)</b>
<b>Appendix F3</b>	<b>BENEFICIAL OWNER STATEMENT</b>

## **Appendix No. 1 – BALTIC EAST PROJECT – INTRODUCTION**

**Separate Appendix**

## Appendix No. 2 - TECHNICAL OFFER

### Bidder:

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.....  
.....

Bidder's name, registered office, address

### TECHNICAL OFFER

In response to the Request for Information announced by ORLEN Neptun entitled: “**Transport and Installation of Offshore Wind Turbines Generator components for the Baltic East project**”, we hereby submit the proposal complying with the requirements of the Request for Information.

### The TECHNICAL OFFER shall as minimum cover the following items:

1. Procurement process related items:
  - a. Declaration that the Contractor is interested in participating in the procurement process for supply of Transport and Installation services for **Offshore Wind Turbines components** for the Project and in signing Transport & Installation Agreement with the Ordering Party together with confirmation that the Bidder has or will have enough service and fleet capacity with installation slots to meet Project's needs in requested timeline.
  - b. Declaration that the Bidder is ready to provide the Ordering Party with the entire scope of work, as presented in this RFI (**Appendix no. 5**), subject to potential future contract and detailed agreements between the parties (including detailed scope of work). *[Should it not be the case, please specify which parts of the scope of work cannot be covered with some commentary]*
  - c. Commentary about the timeline of the procurement process, presented in this Appendix No T1, especially commentary related to how much time – in Bidder's opinion – shall be granted for developing a reply to non-binding RFP offer, binding offer, BAFO offer, contract negotiations etc. Such commentary will be considered by the Ordering Party in planning the procurement process in order to make the cooperation between the Ordering Party and the bidders easier, therefore providing details and important considerations will be appreciated.
  - d. Any other information, which may be relevant for the Ordering Party, in that aspect.
2. Bidder's experience:
  - a. The Bidder is requested to present his experience in execution of similar scope of works in other offshore wind farm projects – completed, ongoing and planned.
  - b. For each reference project the Bidder shall present as minimum: execution timeline, number and type of assets, including turbine model, location, client, scope of works (vessel, port provisions etc.), project status (completed, ongoing, preferred bidder, planned etc.), relevant comments etc.
  - c. Reference projects shall be presented in a form of clear table / document etc.
3. Technical offer:
  - a. The Bidder shall propose Ocean Installation Vessels, which the Bidder believes should be the best for the Project and which the Bidder would be willing to offer for the Project. Offered fleet should be invited the Bidder to participate in subsequent stages of the procurement process. The Bidder is allowed to propose more than one OIV.
  - b. The above-mentioned information shall be accompanied with commentary related to:
    - a) if the offered Installation Vessel(s) is / are already in commercial service, or expected to enter commercial service in years prior Project Timeline. Confirmation that the planned schedule allows to be available for installation within the Project schedule;
    - b) if the Bidder reasonably expects any alternative vessels with similar characteristics might be considered, details might be offered on later stages of procurement process.

4. Technical specification of proposed Ocean Installation Vessel(s), covering as minimum *[should particular information not be available for proposed vessel, the Bidder is requested to share commentary on those items]:*
- a. General Vessel Information
    - a) Vessel name
    - b) IMO number
    - c) Vessel type
    - d) Owner / Operator
    - e) Year of build and major upgrades (if any)
    - f) Flag
    - g) Classification society and class notation
  - b. Vessel Particulars
    - a) Overall dimensions (Length Overall, Beam, Operational and Maximum Draft)
    - b) Deadweight (DWT) and displacement
    - c) Maximum and economical transit speed
    - d) Operational range and endurance
    - e) Propulsion type
    - f) DP system (type and class and manufacturer)
  - c. Installation Capabilities
    - a) Main crane specifications (SWL at various outreach distances, hook height above deck/MSL)
    - b) Secondary cranes and lifting equipment
    - c) Deck capacity (load rating in t/m<sup>2</sup> and clear deck area in m<sup>2</sup>)
    - d) Typical turbine load-out configuration - number of towers, nacelles, blades per trip for
    - e) Operational limits for wave height (Hs), wind speed, and sea state
  - d. Positioning and Stabilization Systems
    - a) Jack-up leg specifications (number, length, and load capacity)
    - b) Maximum operational water depth
    - c) Dynamic positioning or mooring system description
  - e. Accommodation and Onboard Facilities
    - a) Maximum Persons On Board (POB)
    - b) Number and types of cabins
    - c) Onboard facilities for installation teams
    - d) Medical and emergency facilities
    - e) Walk-to-work capability (motion-compensated gangways, boat landings, access systems)
  - f. Any other relevant features or technical advantages
  - g. Availability and Mobilization
    - a) Estimated mobilization time and requirements
    - b) Short-term / long-term charter options
5. Installation methodology description:
- a. general description of installation methodology;
  - b. proposal of contract execution programme;
  - c. Bidder's offshore logistics concept;
  - d. advice on possible installation vessels;
6. Operational limitations (must be accompanied with confirmation that Świnoujcie Port, and Gdynia Port are feasible to harbour load-out operations);
7. Sales / Company / Summary presentation (if available, not obligatory).
8. Structured list of all documents submitted as part of each offer.
9. Any other information / document which the Bidder believes may be of value for the Ordering Party.

Notes:

- *Please modify the wording of the document as necessary*
- *A proposal submitted against the above specified order may be returned for completion or may be rejected.*
- *The Bidder may enclose additional appendices to the obligatory appendices set forth in RFI.*
- *Appendices may be enclosed to the TECHNICAL OFFER, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.*
- *The Ordering Party reserves the right to request documentation which would confirm information submitted by the Bidder in a response to this procurement process.*

Bidder's signatures  
(representatives authorized to sign statements of intent)

Date: .....

.....



## Appendix No. 3 - COMMERCIAL OFFER

Bidder:

.....  
.....  
.....

Bidder's name, registered office, address

In response to the RFI announced by ORLEN Neptun entitled: “**Transport and Installation of Offshore Wind Turbines Generator components for the Baltic East project**”, we hereby submit the proposal complying with the requirements of the RFI.

### I. COMMERCIAL PROPOSAL:

#### Load-out and offshore installation of 65-70 Offshore Wind Turbine Generators:

- a. We declare the indicative, non-binding offer for provision of installation of wind turbines offshore, including reasonably completely the scope of work (**Appendix no. 5**), to be ..... EUR (in words: ..... EURO) *[Please populate numbers]*.
- b. We reasonably expect that the final offer for Transport and Installation of wind turbines offshore may differ from the above offer (-)X % or (+)Y% *[Please populate numbers]*. We recognize that the % number presented by us is indicative only and non-binding and presented for information only.
- c. We reasonably expect that the above-presented potential change of the offer may result from the following factors:
  - i. ....
  - ii. ....
  - iii. .... *[Please populate conditions]*

We recognize that the factors presented above may or may not materialize and / or there may be another factors impacting any potential future offer(s).

### II. APPENDICES to COMMERCIAL OFFER

<b>Appendix F1</b>	Extract from the <b>National Court Register</b> (KRS) or other respective commercial register of companies. <i>Notice:</i> • <i>In the case of a consortium of Bidders, the document must be submitted by member of each Bidder.</i> • <i>The documents must be issued not later than 3 months before the deadline for submitting proposals</i>
<b>Appendix F2</b>	<ol style="list-style-type: none"> <li>a) A copy of the <b>power of attorney</b> held the person signing the offer or an indication that the person is authorised directly on the basis of the National Court Register (KRS) or another register.</li> <li>b) List of persons authorised to engage in technical and price negotiations with contact phone numbers and relevant powers of attorney, unless they are authorised directly on the basis of the KRS or another register, and a list of contact persons (with contact phone numbers) authorised to update the bid and to exchange correspondence on behalf of the bidder through the CONNECT system.</li> </ol> <i>Notice:</i> <i>In the case of a consortium of Bidders, the document must be submitted by member of each Bidder.</i>
<b>Appendix F3</b>	Filled and signed Declaration of the <b>BENEFICIAL OWNER STATEMENT</b> and for domestic Bidders also a printout from the Central Register of Beneficial Owner (Company's entries in the Central Register of Beneficial Owner). <i>Notice:</i> <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i>

Notes:

- *Please modify the wording of the document as necessary*
- *A proposal submitted against the above specified order may be returned for completion or may be rejected. The Bidder may enclose additional appendices to the obligatory appendices set forth in RFI.*
- *Appendices may be enclosed to the COMMERCIAL OFFER, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.*

Bidder's signatures  
(representatives authorized to sign statements of intent)

Date: ..... ..

**Appendix No. 4 – Information protection agreement**  
**Separate Appendix**

**Appendix No. 5 – Scope of work**  
**Separate Appendix **shared after signed Information Protection Agreement****

## Appendix 6 - INFORMATION CLAUSE

### **Information clause for members of corporate bodies, proxies, representative of the Bidder and employees or associates who are contact persons or employees or associates who cooperate with Bidder at the conclusion and implementation of the Agreement.**

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

1. The administrator of your personal data is ORLEN Neptun VIII Sp. z o. o. with its registered office in Warsaw (hereinafter referred to as the ORLEN Neptun), ul. Bielańska 12, 00-085 Warsaw. You can contact us by post to our registered office address or by phone (22)7780865. You can contact the Personal Data Protection Coordinator in writing to the registered office address with the note „Personal Data” or by writing to the following e-mail address: [daneosobowe.neptun@orlen.pl](mailto:daneosobowe.neptun@orlen.pl)
2. Your personal data, provided to ORLEN Neptun by ..... \*\*, (an entity cooperating with ORLEN Neptun or intends to cooperate with ORLEN Neptun) include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience or constituting a product of the performance of the agreement, held by you.
3. Your personal data may be processed by ORLEN Neptun, depending on the type of cooperation, for the following purposes:
  - a) performance of the agreement concluded with ORLEN Neptun, whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN Neptun, proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
  - b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN Neptun or between ORLEN Neptun and the entity indicated in item 3.
  - c) fulfilment of legal obligations imposed on ORLEN Neptun, including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement
4. The legal grounds for the processing by ORLEN Neptun of your personal data, depending on the type of cooperation, for the purposes defined in Section 3 above include:
  - a) legally justified interest of ORLEN Neptun (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN Neptun and the entity indicated in item 3,
  - b) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN Neptun.
5. The scope of personal data processed by ORLEN Neptun may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.
6. Your personal data may be disclosed by ORLEN Neptun to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3 to entities participating in purchasing processes, entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
7. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN Neptun and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
8. In connection with the processing of your personal data you have the following rights:
  - the right to access the content of your data,
  - the right to require rectification of your personal data,
  - the right to require erasure of your personal data or limitation of processing;
  - the right to object, in the event your personal data are processed by ORLEN Neptun on the basis of its legitimate interest; the objection may be made due to a special situation

You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe.neptun@orlen.pl](mailto:daneosobowe.neptun@orlen.pl) or in writing to the address indicated in item 1 with additional information „Koordynator ds. Ochrony Danych”.
9. You may file a complaint with the President of the Personal Data Protection Office.

**INFORMATION NOTE  
Regarding disclosure requirements of public company**

ORLEN S.A., being a parent entity to ORLEN Neptun Sp. z o.o. (being a parent entity to ORLEN Neptun II-XI Companies), (hereinafter referred to as „ORLEN Neptun”), is subject to disclosure requirements towards capital market, regulated by the Regulation (EU) No 596/2014 of the European Parliament and of the Council 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 with changes („MAR Regulation”).

Accordingly, in applying the provisions of the above Regulation:

1. ORLEN Neptun informs the other party of the agreement that as a result of performing its tasks for ORLEN Neptun it has an access to the inside information within the meaning of MAR Regulation ORLEN S.A. shall publish the information immediately or with delay.
2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply
3. If the circumstances mentioned in point 1 arise, then acc. to Art. 18 of MAR Regulation:
  - a) The other party of the agreement will be obliged to prepare a list of all persons who have access to the inside information mentioned above. The other party shall include on the list its employees and persons working on its behalf or on its account.
  - b) The other party of the agreement shall take all reasonable steps to ensure that any person on the list of persons who have access to inside information acknowledges in writing the legal and regulatory duties entailed and is aware of the sanctions applicable in case of use of inside information or its unlawful disclosure.
  - c) The other party of the agreement will be obliged to update the list promptly, strictly acc. to Art. 18 item 4 of MAR Regulation.
  - d) The other party of the agreement will be obliged to retain its insider list for a period of at least five years after it is drawn up or updated.
  - e) The other party of the agreement shall provide the list of persons who have access to inside information to the Polish Financial Authority upon its request.
4. Format of the list of persons who have access to inside information determines Commission Implementing Regulation (EU) 2022/1210 of 13 July 2022 laying down implementing technical standards for the application of Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to the format of insider lists and their updates.

## Appendix 8

### SANCTION CLAUSE

#### 1. REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

- (i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the **“Sanction Provisions”**);
- (ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the **“Sanctioned Entity”**);
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

#### 2. OBLIGATIONS OF THE CONTRACTOR

2.1 The Contractor hereby undertakes to ensure that during the term of the Agreement:

- (i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
- (ii) any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
- (iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform the Purchaser of each such event and of the steps undertaken to restore the correctness of such representations.

2.3 In the event of breach of the obligations set forth in Clause 2.1, the Purchaser shall be entitled to terminate the Agreement due to the fault of the Contractor and to compensation covering any damages related thereto.

2.4 In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, the Purchaser shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the Purchaser shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

**Appendix No. T1 – Preliminary schedule of procurement process**  
**Separate Appendix shared after signed Information Protection Agreement**

**Appendix F3**

**BENEFICIAL OWNER STATEMENT**

....., date .....  
(place)

Customer's data („Company”, „Customer”)	
1	Name
2	Address
3	Tax identification number (NIP)
4	If the case of unavailability of NIP:
A	The name of relevant register (eg. commercial register)
B	The state of registration
C	The number and date of registration

I. Are the Company's securities admitted to trading on a regulated market that is subject to information disclosure requirements arising from European Union law or corresponding regulation of a third country:

☐ YES , name of the regulated market: .....

☐ NO

[If „☐ YES” is checked go to part III]

II. The ultimate beneficial owners („Beneficial owner”) of the Company are the following natural persons:

No.	Surname and first name
1	
2	
3	
4	
5	

III. Statements

I hereby certify that the above data have been provided to the best of my knowledge. In the event of any changes with respect to the information presented above, I shall update them within 7 days from the date when the change occurred and I shall provide additional documents to confirm the authenticity of this statement in case of necessity.

I, the undersigned, hereby represent that I have read the information clause included as Annex 1 on the processing of my personal data contained in this statement by ORLEN Neptun. I undertake to transfer on behalf of ORLEN Neptun as the Administrator of data in the understanding of the current binding laws on personal data protection, without delay and no later than 30 (thirty) days from the date of submission of this statement, the information obligation towards natural persons whose data is included in this statement. The obligation referred to in the preceding sentence should be fulfilled by providing such natural persons with the information clause included as Annex 1 to this statement.

Person declaring on behalf of the Company		Person declaring on behalf of the Company	
Surname and first name		Surname and first name	
Signature		Signature	
Type of representation	Representative/Authorised person *	Type of representation	Representative/Authorised person *

Annexes:

Annex 1 - Information clause

Annex 2 - Explanations to the Beneficial Owner Statement



**Appendix 1 to the Beneficial Owner Statement**  
**Information clause**

1. ORLEN Neptun Sp. z o.o. together with ORLEN Neptun II-XI Companies, for which Orlen Neptun Sp. z o.o. is parent company, with its registered office in Warszawa, ul. Bielańska 12, 00-085 Warszawa, (hereinafter: ORLEN Neptun) hereby informs that its the controller of your personal data completed in AML entry form. Contact phone numbers to the data controller (22)7780865.
2. You can contact the Data Protection Coordinator by e-mail to: [daneosobowe.Neptun@orlen.pl](mailto:daneosobowe.Neptun@orlen.pl). You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN NEPTUN SP. Z O.O. indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer).
3. Your personal data is processed for the following purposes:
  - b) undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
  - c) fulfilment of the legal obligations of ORLEN Neptun, in particular:
    - I. obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act"),
    - II. resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
  - d) verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN Neptun, in particular by verifying the existence of your data on sanction lists.
  - e) handling, pursuing and defence of claims.
4. The legal grounds for the processing by ORLEN Neptun of your personal data for the purpose defined in Section 3 above:
  - a) conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
  - b) fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN Neptun for the purposes defined item 3 point b,
  - c) legitimate interest of ORLEN Neptun (in compliance with Article 6(1)(f) of the GDPR) for the purposes defined item 3 point c and d i.e. ensuring security of ORLEN Neptun interests (economic, image and legal) when concluding and continuing business relations and handling, pursuing and defence of claims.
5. Your personal data submitted to ORLEN Neptun by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN Neptun or intending to provide services to which you are a Beneficial owner are first name, surname, citizenship, PESEL number, date of birth series and number of document confirming the identity, residence address and that you are a Politically exposed person or a Family member or Associate of a Politically exposed person.
6. Your personal data may be disclosed by ORLEN Neptun to entities and bodies authorised to process such data under the applicable laws. Your personal data may also be disclosed, in the event that it is necessary to achieve the purposes of processing referred to in point 3, to companies from the ORLEN Capital Group and entities (recipients) cooperating in the performance of the agreement, in particular entities providing IT services, services in the scope of invoicing, settlement of receivables, delivery correspondence, advisory services, legal services, debt recovery services, archiving services.
7. Your personal data shall be stored for the duration of the agreement and for a period of 5 years thereafter, however not less than until the expiry of mutual claims arising from the agreement. Providing personal data is voluntary, but necessary to conclude and perform the contract.
8. In connection with the processing of your personal data you have the following rights:
  - the right to access to the content of your data,
  - the right to require rectification of your personal data,
  - the right to require erasure of your personal data or limitation of processing,
  - the right to data portability,
  - the right to object, in the event your personal data are processed by ORLEN Neptun Sp. z o.o. on the basis of its legitimate interest; the objection may be made due to a special situation.You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe.Neptun@orlen.pl](mailto:daneosobowe.Neptun@orlen.pl) or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych“.
9. You have the right to file a complaint with the President of the Office for Personal Data Protection.

## **Appendix 2 to the Beneficial Owner Statement**

### **Explanations to the Beneficial Owner Statement**

Due to Act of March 2018 on counteracting money laundering and terrorist financing (Polish act) implementing:

1. DIRECTIVE (EU) 2015/849 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC; and
2. DIRECTIVE (EU) 2018/843 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU:

#### **I. THE BENEFICIAL OWNER**

The Beneficial owner is any natural person who exercise, directly or indirectly, control over a customer through the powers held, which result from legal or actual circumstances, enabling exerting a critical impact on activities or actions undertaken by a customer or any natural person on whose behalf a business relationship is established or an occasional transaction is conducted.

1. In the case of a legal entity other than a company whose securities are admitted to trading on a regulated market that is subject to information disclosure requirements arising from the European Union law or corresponding regulations of a third country, the Beneficial Owner is:
  - a natural person being the stakeholder or shareholder holding the ownership title of more than 25% of the total number of stocks or shares of such legal person;
  - a natural person holding more than 25% of the total number of votes in the governing body of this legal person also as a pledgee or a user, or under agreements with others persons authorized to vote,
  - a natural person exercising control over a legal person or legal persons holding in aggregate the ownership title of more than 25% of the total number of stocks or shares, or holding in aggregate more than 25% of the total number of votes in the governing body of this legal person, also as a pledgee or a user, or under agreements with other persons authorised to vote;
  - a natural person exercising control over legal person through holding powers referred to in Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217), i.e. a natural person controlling a legal entity through holding powers identical to those of the parent company, or
  - a natural person holding a senior management position in the case of documented lack of possibility to determine the identity, or doubts regarding the identity of natural persons defined in the first - the fourth indent, and in the case of failure to confirm the suspicion of money laundering or terrorist financing.
2. In the case of a trust:
  - a founder,
  - a trustee,
  - a supervisor, if established,
  - a beneficiary or - where a natural persons benefiting from the trust have not yet to be determined - the group of persons in whose main benefit the trust were established or operates,
  - other natural person exercising control over the trust,
  - other natural person having powers or performing duties equivalent to defined in the first - the fifth indent.
3. In the case of a natural person pursuing economic activity in relation to whom no premises or circumstances were found that could indicate the fact of exercising control over it by other natural person or natural persons, such natural person is simultaneously a Beneficial owner.