

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. 70¹ – 70⁵ of the Civil Code, shall not apply.

1. SUBJECT OF THE REQUEST FOR INFORMATION:

“Onshore Substation (with associated optional scope) - design, engineering, manufacture, supply, installation, commissioning including final energization and grid compliance tests for the Baltic East Onshore Wind Farm Project.”

The Onshore Substation tender for Baltic East onshore windfarm, includes the onshore cable lines, onshore substation and overhead lines connecting Baltic East substation with National Grid, overall wind farm SCADA system.

The Baltic East onshore substation will be constructed in the Choczewo commune in Northern Poland. The approx.. 6.6 km onshore cable route will be routed via underground single-core AC cables with an operating voltage of 220 kV or 275 kV.

The cable route starts at the Transition Joint Bays located near shore, through forest area and terminates at the Baltic East high voltage onshore substation where the power will be stepped up to 400 kV.

The onshore substation will be equipped with reactive power and voltage control equipment to ensure compliance with Polish Grid-Code requirements.

The Baltic East project is planning to contract the onshore substation under an EPC contract arrangement with the option to install the onshore HV-export cables from the connection point of the onshore export cables to the onshore substation.

The subject matter of the contractor's works under the EPC contract is expected as follows.

- *Construction of all components including overhead lines to SE Choczewo Substation in accordance with Polish construction laws.*
- *Delivery, installation, and commissioning of all equipment required*
- *Detailed design and technical analyses required to complete contract*
- *Performance of all other works relating to the connection of the Onshore Wind Farm to the National Power System (NPS) ensuring compliance with the issued Grid Connection Conditions (GCC)*

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 Onshore Substation and onshore cable lines EPCI for Baltic East Project.
2. Engage with Onshore Substations suppliers market on early stage of the Project.
3. Inform potential suppliers about expected scope of Works.

4. Gain reliable view of Onshore Substations suppliers which might be offered for installation in the Project's timeline.
5. Understand market's ability to fabricate and install required Onshore Substation in the Project's timeline.
6. 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 for Onshore Substation and Foundations design, engineering, manufacture, supply, installation, commissioning including final energization and grid compliance tests for the Baltic East Onshore 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 (Appendix No. 5)**, offer forms (TECHNICAL OFFER and COMMERCIAL OFFER forms) and participate in the procurement process.
2. In general, offer shall be submitted for **entire** scope of Works. The items, which are excluded from the offer, shall be clearly marked and commented by the Bidder.

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 **offer form (Appendices No. 2 and No. 3) together with Preliminary schedule of procurement process included in Appendix T1** will be provided to the Bidders through the CONNECT Platform after submitted declaration of non-disclosure of information constituting company secret (signed NDA from **Appendix No. 4** - signed with a qualified electronic signature).*

2. WORKS PERFORMANCE DATES:

Execution of the Onshore Substation EPCI contract is expected in years 2028-2032 (to be concluded and precisely agreed during RFP stage of procurement process).

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 documents** will be provided to the Bidders through the CONNECT Platform **after signing the NDA**.
- 4.3. Disclosing this RFI 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.orlden.pl/> all fields in the form and attaching the information/documents requested in the RFI.

- 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 RFI, as well as information acquired during the procurement procedure, as confidential. Information concerning the fact of being invited to respond to this RFI, 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:
- Select any Bidder at its discretion, according to the assessment criteria set out;
 - 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;
 - 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;
 - Reject the most and least expensive offer - without giving reasons;
 - Carry out multi-stage negotiations of various types, in particular, direct negotiations and negotiations carried out through the electronic auction system;
 - 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.

Dominika Kujawowicz
ORLEN Neptun Sp. z o.o.
ul. Bielańska 12, 00-085 Warszawa
☎ +48 665 880 658

APPENDICES TO THE RFI:

Appendix No. 1	BALTIC EAST PROJECT - INTRODUCTION
Appendix No. 2	TECHNICAL OFFER (after signing the NDA)
Appendix No. 3	COMMERCIAL OFFER (after signing the NDA)
Appendix No. 4	Information protection agreement (NDA)
Appendix No. 5	Scope of work (after signing the NDA)
Appendix No. 6	Information Clause
Appendix No. 7	INFORMATION NOTE (MAR Clause)
Appendix No. 8	Sanction Clause
Appendix T1	Preliminary schedule of procurement process (after signing the NDA)
Appendix F3	BENEFICIAL OWNER STATEMENT

Appendix No. 1 – BALTIC EAST PROJECT – INTRODUCTION

Separate Appendix

Appendix No. 2 – TECHNICAL OFFER –

Separate Appendix shared after signing the Information Protection Agreement (NDA)

Appendix No. 3 – COMMERCIAL OFFER –

Separate Appendix shared after signing the Information Protection Agreement (NDA)

Appendix No. 4 – Information protection agreement (NDA)

Separate Appendix

Appendix No. 5 – Scope of work

Separate Appendix shared after signing the 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
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 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 signing the Information Protection
Agreement (NDA)

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	
Surname and first name	
Signature	
Type of representation	Representative/Authorised person *

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

Annexes:

Annex 1 - Information clause

Annex 2 - Explanations to the Beneficial Owner Statement

**Appendix 2 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. 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:
 - a) undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
 - b) 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,
 - c) 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.
 - d) 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 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.