



Information protection

I. Business Secrets

1. The Receiving Party agrees to maintain confidentiality of information provided directly or indirectly by the Disclosing Party (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Receiving Party in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this Contract and performance of the Transaction, if such information relates directly or indirectly to the Disclosing Party, companies of the Disclosing Party's Group or their counterparts/contractors, including the contents hereof. The Parties agree that any technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which the Disclosing Party, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the Disclosing Party or on its behalf or otherwise obtained by the Receiving Party while negotiating, concluding and performing the Contract shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.
2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:
 - 2.1. disclosure or use of the information is necessary for proper implementation of this Contract and in accordance herewith, or
 - 2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Disclosing Party or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
 - 2.3. the Receiving Party has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Receiving Party shall immediately inform the Disclosing Party in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Disclosing Party's recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or
 - 2.4. the Disclosing Party has expressed its written consent to Receiving Party's disclosure or use of information for a specific purpose, in manner indicated by the Disclosing Party.
3. The Receiving Party shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Contract and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Receiving Party shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The Receiving Party shall immediately notify the Customer of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with Contract execution.
4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the Receiving Party's staff and other persons, including, in particular, auditors,

consultants and subcontractors, to whom the Receiving Party shall disclose such information. The Receiving Party shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Receiving Party shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 8.

5. The Contractor shall be obliged to acquaint the persons referred to in paragraph 4 above with the rules on the protection of the Corporate Secrets of ANWIL S.A. applicable at the Employer's premises, in the form and by the date agreed between the Parties, but no later than prior to the commencement of the processing of the Corporate Secrets of ANWIL S.A.
6. At the request of the Disclosing Party, the Receiving Party shall, within a period not longer than five days, send to the Disclosing Party a list of persons and entities that have been provided by the Receiving Party with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.
7. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of the Disclosing Party or based on the specific provisions of the law, the Disclosing Party shall notify the Receiving Party in writing of protection period extension for an additional period, indicated by the Ordering Party (but not more than 10 years), to which the Receiving Party hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The Parties agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.
8. No later than within 5 (five) working days after the expiry of the protection period referred to in paragraph 7 above, or at any request of ANWIL S.A., the Contractor and any persons to whom the Contractor has provided the Business Secret shall be obliged to return to the Principal or destroy any material containing it. The above obligation shall not apply to information the processing of which is necessary for the performance of obligations under mandatory provisions of law and with respect to backups in IT systems that have been created in accordance with the Bidder's routine automated processes, provided that such backups are properly secured in accordance with the provisions of this Agreement and that an appropriate declaration is provided on the extent of the information left for the above purposes. Notwithstanding the foregoing, any such retained copies shall continue to be subject to the confidentiality provisions set out in this Agreement and the backups in the IT systems shall be deleted in accordance with the Bidder's routine automated processes, but no later than 1 year after the period indicated in paragraph 7 above. If the Contractor is unable to do so due to, for example, technological limitations, the indicated circumstance shall also be reported to the Principal under pain of being deemed an unauthorised disclosure of Business Secrets resulting in liability as referred to in paragraph 8.
9. In the event of unauthorised use, transfer or disclosure by the Receiving Party of the Business Secrets, the Disclosing Party shall be entitled to request the Receiving Party to pay a contractual penalty in the amount of PLN _____ (in words: _____) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Disclosing Party to claim from the Receiving Party compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the Disclosing Party as provided by law, including the Act of 16 April 1993 on combating unfair competition.
10. Should it be necessary, in connection with performance hereof, to provide the Receiving Party with access to, or to transfer to the Receiving Party personal data within the meaning of the relevant legal

acts on Personal Data Protection, before processing such data the Receiving Party shall be obliged to conclude with the Disclosing Party an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

11. Should it be necessary, throughout performance of this Agreement, to provide the Receiving Party with access to, or transfer to the Receiving Party, in any form, information composing the Company Secrets of ANWIL S.A. understood as the sensitive type of the Business Secrets of the Disclosing Party, which was subject to specific actions specified in internal acts of the Disclosing Party in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Disclosing Party, the Receiving Party undertakes to apply the principles and conditions for the protection of the Company Secrets of ANWIL S.A., set out in section II.
12. For the avoidance of doubt, the Parties confirm that the Receiving Party, beside its obligations under this Contract, shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.
13. The Receiving Party is obliged to fulfil, on behalf of the Disclosing Party as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this agreement with the Disclosing Party, the information obligation towards natural persons employed by the Receiving Party or cooperating with the Receiving Party in the course of conclusion or performance of this agreement, including members of bodies, proxies, representative of the Receiving Party without regard to the legal grounds of the cooperation, whose personal data were made available to the Disclosing Party by the Receiving Party in connection with the conclusion or performance of this agreement. The above obligation should be met by means of providing the persons with the information clause constituting Annexe No. to this Agreement, with simultaneous compliance with the accountability principle.

II. Company Secrets of ANWIL S.A.

1. The Receiving Party acknowledges that information classified as "Company Secrets" or "Company Secrets of ANWIL S.A." is a particularly protected, qualified type of Business Secrets, being subject to special actions specified in the internal acts of the Disclosing Party aimed to keep it secret, and whose use, transfer or disclosure, in whole or even in part, to an unauthorised person, significantly threatens or violates material interests of the Disclosing Party (hereinafter: the Company Secrets of ANWIL S.A.).
2. The information constituting the Company Secrets of ANWIL S.A. shall also include non-classified information processed in IT or ICT systems, which shall be notified to the Disclosing Party by the Receiving Party, in writing or electronically, as representing the Company Secrets of ANWIL S.A.
3. The Receiving Party shall apply to the Company Secrets of ANWIL S.A., in addition to the provisions of Chapter I (Business Secrets), also the provisions of this Chapter II (Company Secrets of ANWIL S.A.). In the event of conflict between the provisions governing the principle of Business Secrets protection and the provisions relating to the Company Secrets of ANWIL S.A., the provisions providing for more effective protection shall prevail.
4. The Receiving Party shall promptly, but no later than within 5 working days from the conclusion hereof, provide the Disclosing Party with one copy of the list of persons, whose model is attached as Appendix No. 1 hereto, as well as statements signed by persons specified in the list, whose model is attached as Appendix No. 2 hereto.
5. The Receiving Party shall acquaint persons referred to in section 4 above with the principles of protection of the Company Secrets of ANWIL S.A. in force at the Disclosing Party's, in form and time agreed between the Parties, but not later than prior to processing the Company Secrets of ANWIL S.A.
6. The Receiving Party shall be required to obtain the prior written consent of the Disclosing Party for making the Company Secrets of ANWIL S.A. available to third parties.

7. The Receiving Party shall not be entitled to copy materials provided by the Disclosing Party and containing the Company Secrets of ANWIL S.A., without the prior written consent of the Disclosing Party.
8. Not later than three months after the termination, expiry or cancellation or impairment of legal effects hereof, the Receiving Party and any persons to whom the Receiving Party has communicated the Company Secrets of ANWIL S.A. shall return to the Disclosing Party or destroy any documents, media and files containing the Company Secrets, and shall present an appropriate statement of destruction or return of all of the above materials. This obligation shall not apply to information whose processing is necessary to perform obligations under the mandatory legal provisions.
9. The Receiving Party shall not be entitled to mark materials containing the Company Secrets of ANWIL S.A. with other clauses or signs than "THE COMPANY SECRETS OF ANWIL S.A.".
10. For any violation of obligations under this Contract relating to the protection of information constituting the Company Secrets of ANWIL S.A., the Disclosing Party shall be entitled to request the Receiving Party to pay a contractual penalty in the amount of PLN _____ (in words: _____) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Disclosing Party to claim from the Receiving Party compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the Disclosing Party as provided by this Contract and by law, including the Act of 16 April 1993 on combating unfair competition.
11. Should it be necessary to replace materials containing the Company Secrets of ANWIL S.A. in electronic form, there shall be applicable rules of procedure set out in Appendix No. 1.

Appendix No. 1

The list of persons who will have access to be the Business Secret / Company Secret of ANWIL S.A.

LIST OF PERSONS*

who will have access to be the Business Secret / Company Secret of ANWIL S.A.
in connection with performance of the Contract No.

No.	First name and surname of the person making the statement	Position of the person making the statement**	Company	Date of the statement	Notes
1					
2					
3					
4					
5					

** - The Receiving Party is required to indicate in the list all individuals who in connection with the execution of this Contract may have access to information constituting the Company Secrets of ANWIL S.A., including: employees of the Receiving Party, subcontractors, consultants, auditors and persons providing services on the basis of civil law contracts*

** - applies to persons employed on the basis of employment contracts*

.....
Date and signature of the Contractor

Recipients:

1 x Disclosing Party's organisational unit responsible for execution of the Contract (original)

1 x the Receiving Party

Appendix No. 2

Declaration form for persons employed by a foreign entity/ rendering services for a foreign entity on non-disclosure of information considered to be the Business Secret/ Company Secret of ANWIL S.A. and/ Company Secret of another Company belonging to ORLEN CAPITAL GROUP

.....
(place, date)

.....
(name and surname of a person who files the declaration)

.....
(name and address of an entity that employs
the person who files the declaration or for which
such person renders services)

.....
(position of a person who files the declaration*)

DECLARATION

In relation to execution of professional duties under the Agreement no dated ("the Agreement") concluded by ANWIL S.A. and, I hereby:

1. I confirm with my handwritten signature that I am aware of the contents of non-disclosure obligations in respect to the Business Secret / Company Secret of ANWIL S.A. / Company Secret of another Company belonging to ORLEN CAPITAL GROUP**, as contained in the Agreement;
2. I undertake to fulfil the strict confidentiality obligation, and not disclose, transfer or use the Business Secret / Company Secret of ANWIL S.A. / Company Secret of another Company belonging to ORLEN CAPITAL GROUP** for other purposes than due execution of the Agreement, throughout its duration and for 10 (ten) years after its termination, expiry or cancellation, or annihilation of its legal consequences, unless the Parties set a longer period of protection in the Agreement.
3. I am aware of civil and criminal liability in case of violation of the non-disclosure obligations concerning the Business Secret / Company Secret of ANWIL S.A. / Company Secret of another Company belonging to ORLEN CAPITAL GROUP**, as contained in the Agreement.
4. I confirm that I have acknowledged the principles of protection of the Business Secret / Company Secret of ANWIL S.A. and Company Secret of another Company belonging to ORLEN CAPITAL GROUP.

.....
(signature of the signatory of the declaration)

Distribution list:

1 x a signatory of the declaration (original copy)

1 x organisational unit of ANWIL S.A. responsible for execution of the above mentioned agreement (original copy)

* refers to persons employed under employment agreements

** please, select the appropriate provision depending on whether the Company Secret of ANWIL S.A./ Company Secret of another Company belonging to ORLEN Capital Group are to be disclosed

Appendix No. 3

Rules to communicate the Business Secret / Company Secret of ANWIL S.A. in an electronic form

1. Where it is necessary to communicate the Business Secret / Company Secret of ANWIL S.A. in an electronic form, the Principal consents to have such information communicated via electronic mail only as attachments, in compliance with the following terms of the Principal's internal information security policy:
 - 1.1 Attachments containing the Business Secret / Company Secret of ANWIL S.A. shall be cryptographically coded with an AES256 or stronger algorithm, as agreed between the Parties (e.g. archiving software with embedded encoding algorithm).
 - 1.2 Protective password (encryption key) to prevent unauthorised access to such attachments shall consist of at least 8 (eight) characters, including 3 from 4 character groups (upper and lower case, digits and special symbols).
 - 1.3 The sender, having received from the recipient confirmation of receipt of the encrypted attachments, shall communicate the protective password (encrypted code) to the recipient via electronic mail (email), text message or phone call upon confirmation of receipt of the encrypted attachment by the recipient, in compliance with the principle of non-disclosure of the password to unauthorized persons.
 - 1.4 Encrypted attachments may be transmitted between the respective e-mail accounts of the Parties to this Agreement. The Service Provider shall make sure that the e-mail accounts used for the transmission of encrypted attachments are duly protected against the loss of and unauthorized access to such attachments.
2. The Service Provider shall protect their own computer resources directly or indirectly involved in the processing of the Business Secret / Company Secret of ANWIL S.A. against the risk of any breach of the security of such information.
3. Where it is reasonably justified:
 - 3.1 to change the means of electronic transmission of the Business Secret / Company Secret of ANWIL S.A.,
 - 3.2 to give the Service Provider logical access to the Principal's IT resources,
 - 3.3 to give the Service Provider physical access to selected zones and rooms where the Principal's computer resources are used,the Parties shall execute a suitable Annex to the Agreement specifying in detail the terms of responsibility and safety requirements with respect to such transmission or access.