

**AGREEMENT No. ....U/OA/13**  
Personnel and material traffic control

concluded in Plock on ..... (dd/mm/yyyy) by and between:

.....

represented by:

.....

.....

hereinafter referred to as the **Principal**

and

**ORLEN Ochrona Sp. z o.o.** with its registered seat in Plock at the address: 09-411 Plock, ul. Chemików 7, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 11<sup>th</sup> Commercial Division of the National Court Register, under KRS No. 0000035335, NIP 774-23-96-528, share capital/paid-up capital in the amount of PLN 500,000, operating on the basis of the license No. ZK-I-L-0128/99 issued by the Minister of Internal Affairs and Administration on 14 December 1999,

represented by:

.....

.....

hereinafter referred to as the **Service Provider**

Whereas:

**1/** The Principal carries out works on the premises of Polski Koncern Naftowy ORLEN S.A.,

**2/** PKN ORLEN S.A. updated the Regulation concerning the instruction on personnel traffic in Polski Koncern Naftowy ORLEN S.A.,

**3/** ORLEN Ochrona Sp. z o.o., pursuant to relevant agreements, renders services for Polski Koncern Naftowy ORLEN S.A. in the scope of protection of the Production Plant in Plock and the Headquarters of PKN ORLEN S.A. as well as managing reception desks and pass offices of the Company.

The Parties conclude this Agreement whereby the Principal imposes and the Service Provider assumes an obligation to control personnel and material traffic of the Principal's employees to and from the premises of Polski Koncern Naftowy ORLEN S.A.

The Service Provider presents hereinbelow detailed terms of cooperation in the scope hereof in force as from 1 January 2012, and provides in electronic form (on the CD carrier) an excerpt from the Regulation in force concerning the instruction on personnel traffic in Polski Koncern Naftowy ORLEN S.A. attached as Annex No. 1 hereto.

**§ 1**

- 1.** Pursuant to this Agreement the Principal imposes and the Service Provider assumes an obligation to control personnel and material traffic of the Principal's employees to and from the premises of Polski Koncern Naftowy ORLEN S.A. in connection with execution of works on the premises of Polski Koncern Naftowy ORLEN S.A.
- 2.** The Parties agree that the following terms used herein shall have the following meaning:
  - 1) Protected Premises** - premises of the production plant in Plock, premises of Fuel Terminals, premises of the PTA Plant in Wloclawek, interior of storeys or buildings used by PKN ORLEN S.A. listed in section **7 of this point**.
  - 2) Security Zone** – a separated area of the Protected Premises with limited access ensured by the use of the access control system, or an area of the Protected Premises specially marked in order to restrict access of unauthorized persons.
  - 3) Special Supervision Zone** – a separated area within the Security Zone with access limited to persons working therein or persons authorized by the person managing the Special Supervision Zone. Authorizations to access the Special Supervision Zone are issued by the Pass Office at the gate No. 1 in

Płock at a written request of the person managing that zone (email, fax, letter). Authorizations to access technical premises managed by the IT Office (server facilities, nodal centres etc) are managed by the IT Office Director or a person appointed by the said Director, through access to the access control system. Access to Special Supervision Zones, excluding technical premises of the IT Office, is not restricted for the Members of the Management Board and the Supervisory Board of PKN ORLEN S.A.

- 4) **Security Services** – organizational units of ORLEN Ochrona Sp. z o.o. performing for PKN ORLEN S.A., pursuant to concluded agreements, tasks connected with protection of persons and property as well as management of Pass Offices.
- 5) **Pass Office** – a separated organizational unit in ORLEN Ochrona Sp. z o.o. responsible for, among others, issuing and accepting identification cards for visitors to the Protected Premises of PKN ORLEN S.A., located at entry gates.
- 6) **Pass Office at gate No. 1 in Płock** – a separated organizational unit in ORLEN Ochrona Sp. z o.o. responsible for, among others, issuing and revoking access authorizations, issuing and accepting identification cards for visitors to the Protected Premises of PKN ORLEN S.A., as well as issuing, extending, accepting and registering identification cards for employees employed in PKN ORLEN S.A. and External Entities, including the Principal as well as accepting and compiling applications of External Entities, including the Principal for conclusion of an agreement with ORLEN Ochrona Sp. z o.o. for personnel traffic control, use of identification cards and material traffic control on the Protected Premises of PKN ORLEN S.A.
- 7) **Płock Reception Desk** – a separated organizational unit in ORLEN Ochrona Sp. z o.o. responsible for, among others, issuing and accepting identification cards for visitors as well as issuing and revoking authorizations to access the Protected Premises of PKN ORLEN S.A. in Płock, located in administration buildings listed below:

1	Building No. 01 in Płock
2	Building No. 02 in Płock
3	Building No. 03 in Płock
4	Building No. 04 in Płock
5	Building No. 05 in Płock
6	Building No. 06 in Płock
7	Building No. 07 in Płock
8	Administration Centre Building in Płock
9	Building of Purchasing area in Płock

- 8) **PTA Reception Desk** – a separated organizational unit in ORLEN Ochrona Sp. z o.o. responsible for, among others, issuing and accepting identification cards for visitors as well as issuing and revoking authorizations to access the premises of the PTA Plant in Włocławek.
- 9) **Head of an Organizational Unit** – a person managing a group of employees and responsible for his/her subordinate area of operations of PKN ORLEN S.A. holding the position of a manager, director or other position, depending on internal regulations of PKN ORLEN S.A. Head of an Organizational Unit may also be the President of the Management Board, a member of the Management Board or an authorized person of an External Entity, including the Principal and ORLEN Capital Group company with registered seat or premises located within the Protected Premises of PKN ORLEN S.A.
- 10) **Visitor** – a person who is not in possession of an identification card or authorization to access relevant Protected Premises.
- 11) **Visitor Supervisor** – a person appointed by the Head of an Organizational Unit who brings a Visitor in, uninterruptedly accompanies the Visitor during his/her stay within the Protected Premises of PKN ORLEN S.A., provides safety instructions and personal protective equipment relevant for requirements that apply on the premises and current circumstances. The Supervisor is responsible for picking up the Visitor at the Reception Desk or the Pass Office and for escorting the Visitor to the exit after the visit.
- 12) **Head of Security** – an employee of ORLEN Ochrona Sp. z o.o. supervising the Security Services.
- 13) **External Entity** – an external entity conducting its activities within the Protected Premises or rendering services for PKN ORLEN S.A., Companies or External Entities conducting their activities within the Protected Premises pursuant to concluded agreements.
- 14) **Principal** – an external entity with which ORLEN Ochrona Sp. z o.o. concluded an agreement for personnel and material traffic control.
- 15) **Employee of an External Entity** – a person employed in an external entity, including the Principal, pursuant to an employment agreement, as well as a person rendering services pursuant to a civil law agreement, particularly on the basis of a commission contract or a contract for specific work.
- 16) **Companies** - companies belonging to the ORLEN Capital Group.
- 17) **Fee for issuing an identity card** – a one-off payment covering the costs of issuing an identification card set by the Control and Security Office Director. The current rate of the fee will be displayed at relevant Pass Offices and Reception Desks.

- 18) **Usage Fee** – a fee incurred on a monthly basis for using the access control system, set by the Control and Security Office Director. The current rate of the fee will be displayed at relevant Pass Offices and Reception Desks.
- 19) **Fee for Overprint** – the amount covering the cost of replacement of the sticker on the identification card. The current rate of the fee, set by the Control and Security Office Director, will be displayed at relevant Pass Offices and Reception Desks..
- 20) **Vehicle Access Fee** – a fee incurred on a monthly basis by an owner, holder or user of a motor vehicle for driving on the premises of the production plant in Płock, the PTA Plant in Włocławek, Fuel Terminals. The current rate of the fee will be displayed at relevant Pass Offices and Reception Desks.
- 21) **One-off Fee (for 24 hours)** – a fee incurred for a single entry (lasting up to 24 hours) by an owner of a motor vehicle for driving on the premises of the production plant in Płock, the PTA Plant in Włocławek, Fuel Terminals.  
The current rate of the fee will be displayed at relevant Pass Offices and Reception Desks.
- 22) **State after alcohol consumption** – state after alcohol consumption occurs when alcohol content in the organism amounts or leads to the blood alcohol concentration from 0.2‰ to 0.5‰, or content of alcohol in exhaled air is from 0.1 mg to 0.25 mg of alcohol in 1 dm<sup>3</sup>.
- 23) **State of intoxication** – a person is deemed to be in the state of intoxication when alcohol content in the organism amounts or leads to blood alcohol concentration above 0.5 ‰, or content of alcohol in exhaled air is above 0.25 mg of alcohol in 1 dm<sup>3</sup>.
- 24) **Principal's Employees** – employees employed on the basis of employment agreements or persons rendering services pursuant to civil law agreements, in particular an agreement for the provision of services, commission contract or contract for specific work.
- 25) **Specialist vehicles** – slow-speed vehicles.

## § 2

1. For the purposes of provision of the service referred to in § 1 the Service Provider undertakes to produce and issue to the Principal an identification card authorizing to access the premises of Polski Koncern Naftowy ORLEN S.A.
2. Production, replacement of the overprint and issue of new identification cards shall be effected in accordance with relevant requisition of the Principal submitted to the Pass Office – Gate 1 at ul. Chemików 7.
3. Along with the requisition, the Principal shall submit to the Pass Office at Gate No. 1 an authorization for persons authorized to represent the Principal in the scope of personnel and material traffic, and shall inform about all changes occurring at the Principal influencing the validity hereof.
4. Should the Principal or its authorized employees use material passes, ORLEN Ochrona shall assume responsibility for control of material traffic of the Principal by purchasing, issuing, registering, numbering, stamping pads of material passes and accounting for backs of used material pads in accordance with the Regulation in force in PKN ORLEN S.A.

The fee for the abovementioned service shall be a lump-sum amount of net PLN 50.00 per month.

## § 3

Obligations of the Principal:

1. If a subordinate employee loses an identification card, the Principal shall immediately notify this fact in writing to the Pass Office Gate No. 1 ul. Chemików 7 in Płock or at the nearest reception desk, subject to § 5 point 1.4 hereof.
2. Within 7 days after expiry of the card, the Principal shall return the card to the Service Provider in the Pass Office referred to in point 1. **The Principal is obliged to obtain a relevant written confirmation endorsed by an employee of the Pass Office Gate No. 1 regarding the fact of delivery of the said access control cards. A copy of the confirmation should be kept in the Pass Office Gate No. 1.**
3. Should the said cards be not returned, the Principal will continue to be charged with the card usage costs.

## § 4

1. Identification cards shall be issued after payment of a deposit to the bank account of ORLEN Ochrona in PEKAO O/Płock No. 63 1240 3174 1111 0010 0265 4413 – after presenting the confirmation of payment to the aforementioned account of the Service Provider.

2. After the Principal pays all amounts due, the deposit referred to in point 1 shall be returned within 7 calendar days from termination hereof, after the Principal fulfils the conditions specified in § 3 point 2, at the Principal's written request.
3. Should the Principal fail to pay amounts due to the Service Provider, the deposit shall be decreased by the amount of such overdue amounts. When the amount of the deposit becomes equal to the amount of overdue amounts, the card shall be blocked.

## § 5

The following fees shall apply:

### 1. Fees for personnel traffic

Fee for the use of issued identification cards, fee for a new overprint, issue of a holder and for the loss of an identification card correspond to the rates set by the Director of the Control and Security Office of PKN ORLEN S.A. The pricelist for the abovementioned services is available at all Pass Offices and Reception Desks of PKN ORLEN S.A.

Currently applicable prices /as at 15 December 2011/ are as follows:

- 1.1. Fee for the use of issued identification cards – net PLN 5.00 per month for 1 card.
- 1.2. Fee for a new overprint – net PLN 7.00 for 1 card.
- 1.3. Fee for a holder for a new identification card – net PLN 2.50 for 1 holder.
- 1.4. Fee for a lost, damaged or not returned identification card – net PLN 50.00, each subsequent lost access card shall be the multiple of PLN 50.00.
- 1.5. Deposit:
  - 1.5.1. Net PLN 50.00 – for Principals with up to 10 cards issued,
  - 1.5.2. Net PLN 100.00 – for Principals with 11 to 20 cards issued,
  - 1.5.3. Net PLN 150.00 – for Principals with 21 to 30 cards issued,
  - 1.5.4. Net PLN 30.00 more for each subsequent set of 10 cards.

Amounts provided in point 1.1 – 1.4 will be increased by VAT applicable as at the date of a VAT invoice issue.

### 2. Fees for access of vehicles to the Protected Premises

Fees for long-term, monthly, 24-hour (one-off) access are set in accordance with the rates specified by the Director of the Control and Security Office of PKN ORLEN S.A. The pricelist for the abovementioned services is available at all Pass Offices and Reception Desks of PKN ORLEN S.A. Currently applicable rates /as at 15 December 2011/ are as follows:

- 2.1. Passenger/delivery vehicles net PLN 200 per month.
- 2.2. Trucks/cranes/buses net PLN 500.00 per month.
- 2.3. Slow-speed vehicles (tractors, forklift trucks, excavators, loaders etc.) net PLN 300.00 per month.
- 2.4. 24-hour access (regardless of the type of the vehicle) net PLN 20.00 to the end of a given 24-hour period.

The abovementioned vehicles may access the premises after previously obtaining the acceptance from the Control and Security Office Director or persons authorized by the Director.

Business vehicles of PKN ORLEN S.A. and the Companies are exempted from the fees. A private vehicle used for business purposes shall also be deemed a business vehicle.

### 3. Penalties

- 3.1. Transfer of an identification card, admission of a person on the basis of one's own identification card or use of an identification card belonging to another person by the Principal's employee shall be treated as **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 3,000.00 on the Principal employing the employee.
- 3.2. Wilful taking of property of PKN ORLEN S.A. by the Principal's employee shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 10,000.00 on the Principal employing the employee, entry of the person in the "Persona Non Grata" database by the Control and Security Office, and notification of law enforcement authorities.
- 3.3. Wilful taking of property not belonging to PKN ORLEN S.A. by the Principal's employee shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN

10,000.00 on the Principal employing the employee. The aggrieved party is obliged to notify the law enforcement authorities and the Control and Security Office of PKN ORLEN S.A.

3.4. Trying to enter the Protected Premises or reporting to work by the **Principal's employee**:

- 3.4.1. In the state after alcohol consumption - shall be treated as a **breach of safety rules in force** resulting in imposition of the costs associated with the performance of the test in the amount of net PLN 500.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.

**State after alcohol consumption** occurs when alcohol content in the organism amounts or leads to the blood alcohol concentration from 0.2 ‰ to 0.5‰, or content of alcohol in exhaled air is from 0.1 mg to 0.25 mg of alcohol in 1 dm<sup>3</sup>.

- 3.4.2. In the state of intoxication - shall be treated as a **breach of safety rules in force** resulting in imposition of the costs associated with the performance of the test in the amount of net PLN 500.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.

**State of intoxication** – a person is deemed to be in the state of intoxication when alcohol content in the organism amounts or leads to blood alcohol concentration above 0.5 ‰, or content of alcohol in exhaled air is above 0.25 mg of alcohol in 1 dm<sup>3</sup>.

- 3.4.3. Under the influence of intoxicants or psychotropic substances - shall be treated as a **breach of safety rules in force** resulting in imposition of the costs associated with the performance of the test in the amount of net PLN 500.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.

3.5. Staying on the Protected Premises of the **Principal's employee**:

- 3.5.1. In the state after alcohol consumption - shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 5,000.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.
- 3.5.2. In the state of intoxication - shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 10,000.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.
- 3.5.3. Under the influence of intoxicants or psychotropic substances - shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 10,000.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.

3.6. Breach of Occupational Health and Safety rules and fire safety rules.

- 3.6.1. Smoking tobacco by the Principal's employee in a place where smoking is forbidden shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount net of up to net PLN 5,000.00 on the Principal employing the employee and entry of the person in the "Persona Non Grata" database by the Control and Security Office.
- 3.6.2. Carrying out particularly dangerous works without permission or in breach of relevant rules shall result in immediate removal of the said employee from the Protected Premises, imposition of a financial penalty in the amount of up to net PLN 5,000.00 on the Principal and entry of the persons in the "Persona Non Grata" database by the Control and Security Office.

3.6.3. Breach of road traffic rules

- 3.6.3.1. Exceeding the speed limit by the Principal's employee by 10 km/h to 20 km/h – revocation of the right to access for 1 week, shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of net PLN 100.00 on the Principal.
- 3.6.3.2. Exceeding the speed limit by the Principal's employee by more than 20 km/h – revocation of the right to access for 1 month, shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 1,000.00 on the Principal employing the employee.
- 3.6.3.3. Failure to observe the STOP sign or failure to observe the obligation to use the lights shall result in revocation of the right to access for 1 week.
- 3.6.3.4. Causing a road accident by the Principal's employee – revocation of the right to access for 1 week, shall be treated as a **breach of safety rules in force** resulting in imposition of a financial penalty in the amount of up to net PLN 1,000.00 on the Principal.

4. The Service Provider reserves the right to change the rates referred to in this paragraph, notifying the Principals about the reasons therefor. In such case the Service Provider shall submit to the Principal a relevant statement with new rates. Should the Principal fail to accept new rates, the Principal should immediately notify the Service Provider about such decision by submitting a written statement. The statement referred to in the preceding

sentence shall be considered as termination of the Agreement with immediate effect and shall automatically result in lack of possibility to access in a vehicle/enter the premises of PKN ORLEN S.A.

5. Changes of the fees referred to in § 5 section 1 – 3 shall not require an amendment hereto.
6. The Principal declares to accept the rules regarding the fees referred to in § 5 hereof.

## **§ 6**

1. The Principal states that persons reasonably suspected of being in the state indicating consumption of alcohol shall not be admitted to the premises of Polski Koncern Naftowy ORLEN S.A. and authorization held by them to enter the premises shall be revoked.
2. The Service Provider declares to be authorized and obliged by PKN ORLEN S.A. to refuse access to the premises of the Plant of PKN ORLEN S.A. to any of the Principal's employees reasonably suspected of arriving in the state after alcohol consumption or of drinking alcohol at work.
3. Moreover, the Service Provider declares that at the request of the person referred to in the preceding section, the Service Provider may carry out a test for alcohol with the use of control and measuring equipment in order to document that the suspicion is unjustified.
4. If the Principal's employee does not require to be tested for alcohol with the use of control and measuring equipment, or if the said employee refuses to be tested in such way by the Service Provider in the case of reasonable suspicion that the Principal's employee arrived after consuming alcohol or has been drinking alcohol at work, the Service Provider is entitled to call in the authority responsible for public safety protection authorized to test the Principal's employee for alcohol in order to carry out a relevant control.
5. In the situations referred to in section 4 of this paragraph the Principal is obliged by PKN ORLEN S.A. each time to revoke the right to access its premises to the given Principal's employee, taking into account the consequences specified in § 5 hereof.
6. In the case of a positive result of the test for alcohol in exhaled air, the Principal shall pay the Service Provider the amount of net PLN 500.00 (five hundred) per one test within 14 days from issue of the invoice with an enclosed copy of the protocol from the use of control and measuring equipment and a copy of the printout from the equipment, as reimbursement of the costs of the said test.
7. The rules stipulated in this paragraph shall apply accordingly to the Principal's employees reasonably suspected of being under the influence of intoxicants or psychotropic substances, with the use of control measures adequate to the substances in question (drug tests).
8. By signing this Agreement, the Principal undertakes to inform its employees, including persons employed on the basis of civil law agreements, about the possibility, methods and consequences of conducting a control by the Service Provider in the scope described hereinabove.

## **§ 7**

Payments due hereunder shall be made by transfer within 14 days from the invoice issue date to the account of the Service Provider: PEKAO S.A. O/ Plock account No. 63 1240 3174 1111 0010 0265 4413.

## **§ 8**

1. The Principal authorises the Service Provider to issue VAT invoices without the Principal's signature.
2. The Principal represents to be a VAT payer and to hold, pursuant to the decision of the Revenue Office, tax identification number (NIP).....
3. The Service Provider represents to be a VAT payer and to hold, pursuant to the decision of the Revenue Office, tax identification number (NIP) 774-23-96-528.

## **§ 9**

The Service Provider guarantees to the Principal that the services being the subject hereof will be rendered with due care, in compliance with legal provisions in force, including observance of rules concerning protection of personal data used against their disclosure to third parties.

## **§ 10**

Any disputes arising from this Agreement shall be resolved by the court competent for the registered seat of the Service Provider.

## **§ 11**

1. The Principal undertakes to keep confidential and not to use for its own purposes any information and data obtained in connection with execution hereof, or which result from its execution, during validity hereof as well as for 3 years after termination hereof.
2. Confidentiality obligation applies to all kinds of information regardless of its processing method. In particular, information processed in the form of oral, paper or electronic records is subject to protection.
3. The Principal's disclosure of information being the subject hereof shall be deemed to be an act of unfair competition within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws No. 47 item 211 as amended).

#### § 12

Administrator of personal data collected and processed for the purposes of execution hereof is Polski Koncern Naftowy ORLEN S.A. with its registered seat in Płock, ul. Chemików 7. Pursuant to the provisions of a separate agreement (agreement on entrusting the processing of personal data) concluded between ORLEN Ochrona Sp. z o.o. and PKN ORLEN S.A., ORLEN Ochrona Sp. z o.o. is authorized to collect personal data and process them for the purposes of controlling personnel and material traffic of the Principal's employees in accordance with the provisions hereof.

#### § 13

1. This Agreement is concluded for an **indefinite** period of time.
2. Any amendments to this Agreement shall be made in writing, otherwise they shall be null and void.

#### § 14

1. This Agreement may be terminated by either Party with a two-week notice period, effective at the end of a month.
2. This Agreement may be terminated by the Service Provider with immediate effect in the case of delay with payment of remuneration for performed services under any invoice, after prior request for payment within 3 calendar days from receipt of the request submitted to the Principal.
3. **This Agreement shall expire if the Principal does not use access control cards for 1 year as from conclusion hereof.**

#### §15

This Agreement is made in two counterparts, one for each of the Parties.

#### § 16

This Agreement shall enter into force on .....

**Principal**

**Service Provider**

#### **Annexes:**

1. CD – excerpt from the Regulation No. 38/DG/2011 of 17 October 2011 concerning the instruction on personnel traffic in Polski Koncern Naftowy S.A. constitutes Annex No. 1 hereto in an electronic form on CD.