



## Information Protection

### I. Trade Secrets

1. The Contractor undertakes to keep confidential the information provided directly or indirectly by the Contracting Authority (irrespective of the form, i.e. in particular oral, written, or electronic), as well as the information otherwise obtained by the Contractor in the course of mutual cooperation, including in connection with the execution and performance of this agreement, if such information concerns, directly or indirectly, the Contracting Authority, the members of the Contracting Authority's Corporate Group, or their business partners, including the contents of this agreement. The Parties agree that any and all technical, technological, and organizational trade secrets, as well as other items of information of commercial value, which, as a whole or in certain configurations, are not generally known to persons that usually handle such information or are not easily accessible to such persons, provided that the party authorized to use the information or decide about its use has taken, exercising due diligence, actions in order to keep it confidential, and in particular information provided by the Contracting Authority or on its behalf or otherwise obtained by the Contractor in the course of negotiating, executing, or performing this agreement, shall be treated as trade secrets, as defined in Article 11.2 of the Polish Law of 16 April 1993 on Combating Unfair Competition ("Trade Secrets"), unless, at the time of provision, the disclosing person represents in writing or in an electronic form that the nature of such information is different than specified above.

2. The Parties agree that the obligation to keep the information specified in section 1, above, confidential, shall mean a prohibition of any use, disclosure, or transfer of such information to any third party, unless:

2.1. the disclosure or use of the information is necessary to perform this agreement properly and is in compliance with this agreement, or

2.2. at the moment of disclosure, the information is already publicly known and has been disclosed by the Contracting Authority or with its consent or through another action or inaction that is not illegal or not in discordance with any agreement, or

2.3. the Contractor has been obliged to disclose information by a court or another competent authority or if such disclosure is legally required; however, the Contractor shall immediately inform the Contracting Authority in writing of such obligation to disclose and of the scope of the disclosure and shall, if possible, consider the recommendations from the Contracting Authority concerning the disclosure, in particular with respect to the scope of a request for exclusion of disclosure, the legitimacy of filing the relevant challenge or appeal measures or other equivalent legal remedies, and shall inform the court or the competent authority of the fact that the information provided is protected, or

2.4. the Contracting Authority has agreed in writing to the Contractor disclosing or using the information for a specific purpose, in the manner specified by the Contracting Authority.

3. The Contractor shall take such safety measures and actions as appropriate and sufficient to ensure safe and compliant with this agreement and legal regulations processing of the Trade Secrets, so as to

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prevent any unauthorized use, transfer, or disclosure of or access to this information. In particular, the Contractor shall not copy or record the Trade Secrets, unless this is required for the Contractor to properly perform this agreement. The Contractor shall immediately notify the Contracting Authority of any breaches of the principles of protection or any unauthorized disclosure or use of the Trade Secrets processed in connection with the performance of this agreement.

4. The obligation to keep confidential the information referred to in section 1, above, shall also cover the employees of the Contractor and the other persons, including but not limited to auditors, advisers, and subcontractors, with which the Contractor has shared such information. The Contractor shall oblige such entities in writing to protect the Trade Secrets to an extent at least the same as specified in this agreement. The Contractor shall be fully liable for the actions and inactions of the entities that were granted access to the Trade Secrets, including the liability referred to in section 8.

5. At every request of the Contracting Authority, the Contractor shall send to the Contracting Authority, within not more than 5 days, a list of the persons and entities that were granted access to the Trade Secrets by the Contractor. Failure to comply with the obligation referred to in this section shall be deemed to constitute an unauthorized disclosure of the Trade Secrets, resulting in liability referred to in section 8.

6. The confidentiality obligation shall be binding during the term of this agreement and for 10 years after its termination, expiry, or cancellation or after the impairment of its legal effects. If, despite the expiry of the protection period of the Trade Secrets, as specified in the preceding sentence, this information continues to be subject to protection under the internal regulations or decisions of the Contracting Authority or under special legal regulations, the Contracting Authority shall inform the Contractor in writing of the extension of the protection period for an additional period, as specified by the Contracting Authority (which, however, shall not be longer than 10 years), to which the Contractor hereby consents. The notification referred to in the sentence above shall be delivered before the expiry of the 10-year protection period referred to in the first sentence of this Article, however not later than 10 working days before the end of the above obligation validity. The Parties agree that the obligation described in this section shall be binding irrespective of the termination, expiry, cancellation, or impairment of the legal effects of this agreement.

7. The Contractor and all of the persons that were granted access to the Trade Secrets by the Contractor shall, within not more than 3 business days of the expiry of the protection period referred to in section 6, above, return to the Contracting Authority or destroy all of the materials containing such Trade Secrets.

8. In the event unauthorized use, transfer, or disclosure of a Trade Secret by the Contractor, the Contracting Authority shall have the right to demand from the Contractor liquidated damages of PLN [•] ([•]) for every case of unauthorized use, transfer, or disclosure of such information. The payment of the above liquidated damages shall not limit the Contracting Authority's right to claim damages from the Contractor in accordance with the general principles if the value of damage suffered exceeds the value of the stipulated liquidated damages. The above shall not exclude any other sanctions or rights of the Contracting Authority specified in legal regulations, including the Polish Law of 16 April 1993 on Combating Unfair Competition.

9. If, in connection with the performance of this agreement, personal data, as defined in the personal data protection regulations currently in force, needs to be accessed by or provided to the Contractor, the Contractor, before commencing to process such data, shall enter into a separate agreement with the Contracting Authority, the subject matter of which shall be the principles and the terms and conditions of protecting and processing such data.

10. If, at any time during the term of this agreement, the Contractor needs to access or to be provided with information constituting, regardless of its form, an ANWIL S.A. Company Secret that is especially protected by the Contracting Authority and with respect to which the special actions specified in the Contracting Authority's internal documents have been taken in order to keep it confidential, and which, if used, transferred, or disclosed to an unauthorized person, would significantly threaten or violate the interests of the Contracting Authority, the Contractor shall comply with the principles and the terms and conditions of protecting ANWIL S.A. Company Secrets, as laid down in chapter II.

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11. For the avoidance of doubt, the Parties confirm that the Contractor, irrespective of his obligations specified herein, shall also comply with the additional requirements in terms of protection of certain types of information (e.g. personal data, confidential information) resulting from the applicable legal regulations.

## **II. ANWIL S.A. Company Secrets**

1. The Contractor acknowledges that the information marked as "Company Secret" or "ANWIL S.A. Company Secret" constitutes a particularly protected, special type of a Trade Secret with respect to which the special actions specified in the Contracting Authority's internal documents have been taken in order to keep it confidential, and which, if used, transferred, or disclosed, in full or even in part, to an unauthorized person, would significantly threaten or violate the interests of the Contracting Authority ("ANWIL S.A. Company Secrets").
2. ANWIL S.A. Company Secrets shall also include unmarked information processed in IT or ICT systems with respect to which the Contracting Authority informs the Contractor in writing or electronically that it constitutes an ANWIL S.A. Company Secret.
3. With respect to ANWIL S.A. Company Secrets, the Contractor shall observe, in addition to the provisions of chapter I (Trade Secrets), also the provisions of this chapter II (ANWIL S.A. Company Secrets). In the event of a discrepancy between the regulations concerning the principles of protection of Trade Secrets and the regulations concerning ANWIL S.A. Company Secrets, the regulations providing for more extensive protection shall prevail.
4. The Contractor shall immediately, but not later than within 5 business days of the execution of this agreement, provide the Contracting Authority with one copy of a list of persons the specimen of which constitutes Appendix No. 1 to this Appendix and the representations signed by the persons included on the said list the specimen of which constitutes Appendix No. 2 to this Appendix.
5. The Contractor shall familiarize the persons referred to in section 4, above, with the principles of protection of ANWIL S.A. Company Secrets in force at the Contracting Authority's, in the form and by the date agreed by the Parties; not later, however, than before the processing of ANWIL S.A. Company Secrets commences.
6. The Contractor shall obtain the Contracting Authority's prior written consent to sharing ANWIL S.A. Company Secrets with third parties.
7. Without the Contracting Authority's prior written consent, the Contractor shall not have the right to copy the materials received from the Contracting Authority that contain ANWIL S.A. Company Secrets.
8. Within not more than 3 months of the termination, expiry, cancellation, or impairment of the legal effects of this agreement, the Contractor and all of the persons with which he has shared ANWIL S.A. Company Secrets shall return to the Contracting Authority or destroy all of the documents, media, and files containing these Secrets and shall provide the relevant representation confirming that the said materials have been destroyed or returned. The above obligation shall not apply to the information the processing of which is necessary to comply with the obligations resulting from mandatory provisions of law.
9. The Contractor shall not have the right to mark the materials containing ANWIL S.A. Trade Secrets with descriptions other than "ANWIL S.A. COMPANY SECRET."
10. For each violation of the obligations specified in this agreement with respect to the protection of information constituting an ANWIL S.A. Company Secret, the Contracting Authority shall have the right to demand from the Contractor liquidated damages of PLN [•] ([•]) for every case of unauthorized use, transfer, or disclosure of such information. The payment of the above liquidated damages shall not limit the Contracting Authority's right to claim damages from the

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Contractor in accordance with the general principles if the value of damage suffered exceeds the value of the stipulated liquidated damages. The above shall not exclude any other sanctions or rights of the Contracting Authority specified in this agreement and in legal regulations, including the Polish Law of 16 April 1993 on Combating Unfair Competition.

11. If it is necessary to exchange materials containing ANWIL S.A. Company Secrets electronically, the following shall apply:
- 11.1. Attachments containing protected information shall be cryptographically secured using the AES256 or a stronger algorithm, as agreed between the parties (e.g. archiving software with a built-in encrypting algorithm).
  - 11.2. The password (encryption key) ensuring protection against unauthorized decryption of the attachment shall be composed of at least 8 (eight) characters, with 3 out of 4 character types used (small and capital letters, numbers, and special characters).
  - 11.3. The sender, having received from the receiver a confirmation of receipt of encrypted attachments, shall provide the receiver with the password (encryption key) by e-mail, in a text message, or by telephone, observing the principle of not disclosing the password to unauthorized persons.
  - 11.4. The encrypted attachment shall be sent between the e-mail accounts of the Parties to this agreement. The Contractor shall ensure that the security measures concerning the e-mail accounts used to send encrypted attachments prevent their loss and any access from unauthorized persons.

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**Appendix No. 1****LIST OF PERSONS\***

**granted access to the information constituting an ANWIL S.A. Company Secret  
and/or a Trade Secret of another member of the ORLEN Group**

<b>Concerns the performance of agreement No. [•] of [•]</b>					
<b>#</b>	<b>First and last name of the person making the representation</b>	<b>Position of the person making the representation**</b>	<b>Company</b>	<b>Date of making the representation</b>	<b>Notes</b>
<b>1</b>					

*\* The Contractor shall include on the list all of the natural persons who, in connection with the performance of this agreement, may have access to information constituting ANWIL S.A. Company Secrets or Trade Secrets of another member of the ORLEN Group, including employees of external entities, subcontractors, advisers, auditors, and persons providing services under civil law agreements.*

*\*\* Concerns persons employed under an employment contract*

Date and signature of a representative of the Contractor responsible for the performance of the agreement with ANWIL S.A.

To be sent to:

- 1 x the organizational unit of ANWIL S.A. responsible for agreement performance (original)
- 1 x the Contractor carrying out the agreement with ANWIL S.A. (original)
- 1 x the Representative for the Protection of Classified Information (original)

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**Appendix No. 2**



**Specimen of a representation by the persons employed at the Contractor's or providing services to the Contractor concerning non-disclosure of information constituting an ANWIL S.A. Company Secret and/or a Trade Secret of another company**

(place, date)

(first and last name of the person making the representation)

(name and registered office address of the Contractor employing the person making the representation or to which this person provides services)

(position held by the person making the representation\*)

### **REPRESENTATION**

In connection with the performance of official duties resulting from agreement No. [•] of [•] between [•] and ANWIL S.A. (the "Agreement"), I hereby confirm with my handwritten signature that I am aware of the liability on account of violations of the principles of protecting ANWIL S.A. Company Secrets / Trade Secrets of another member of the ORLEN Group\*\*, as resulting from the applicable legal regulations.

I undertake not to disclose, transfer, or use the information constituting an ANWIL S.A. Company Secret / a Trade Secret of another member of the ORLEN Group\*\* for purposes other than proper Agreement performance, during the term of the Agreement and for 10 (ten) years from its termination, expiry, cancellation or the impairment of its legal effects, unless the Parties agree on a longer protection period.

(signature of the person making the representation)

**To be sent to:**

- 1 x the person making the representation (original)
- 1 x the organizational unit of ANWIL S.A. responsible for agreement performance (original)
- 1 x the Representative for the Protection of Classified Information (original)

\* Concerns persons employed under an employment contract

\*\* Please choose the relevant item depending on whether ANWIL S.A. Company Secrets / / Trade Secrets of another member of the ORLEN Group will be shared under the agreement.