**CONTRACT NO. FZ/…/…/…**

**entered into on …………………**

**by and between:**

**BUYER:**

**ORLEN Ochrona Sp. z o.o. with its registered office in Płock,**

09-411 Płock, ul. Chemików 7, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS Number: 0000035335, with share capital of PLN 634,500.00, NIP [Tax Identification Number]: 774-23-96-528, REGON [Statistical Number]: 611000725, BDO: 000148201,

**represented by:**

**………………………………………………………….**

**………………………………………………………….**

**and**  
**SELLER:**  **………………………………………**

The Buyer and the Seller hereinafter are also referred to collectively as the “Parties” or individually   
as “Party”.

Article 1

1. The Subject of the Contract is the purchase of a cabin patrol and rescue boat ............... along with a transport trailer, described in detail in Appendix 1 to this Contract, and its delivery to the place indicated by the Buyer.
2. The total value of the Seller’s remuneration is **net** **... (in words: ...).**
3. Value Added Tax (VAT) shall be added to the remuneration specified in paragraph 2   
   according to the applicable rate.
4. The remuneration referred to in paragraph 2 includes all the Seller’s costs related to the performance of the Subject of the Contract, including the delivery of the Subject of the Contract. The Seller is not entitled to remuneration in excess of the amount indicated in paragraph 2.

Article 2

1. The Seller undertakes to deliver at its expense the Subject of the Contract to ORLEN Ochrona Sp. z o.o. Branch in Gdańsk, ul. Elbląska 135, 80-718 Gdańsk.
2. Persons responsible for the performance of the Contract:
3. on the part of the Buyer: ……………………….
4. on the part of the Seller: ……………………….
5. Deadline for performance of the Contract: up to ... weeks from the date of mutual signing of the Contract.
6. The Buyer shall provide equipment for unloading and launching the boat.
7. Acceptance of the Subject of the Contract will take place at the Buyer’s Branch in Gdańsk. The acceptance includes checking the technical condition of the Subject of the Contract, confirming the completeness of the equipment and documentation, as indicated in Appendix 1 to the Contract, and conducting a practical test.

The practical test shall include: checking the completeness of the boat’s launching equipment, starting all devices and checking the boat on the water, performing a cruise to check the boat’s nautical characteristics, including the operation of the boat’s steering and control system, maximum and cruising speed. The practical test will be followed by an inspection of the condition of the boat, power unit and equipment. The acceptance also includes verification of the correct preparation of the boat trailer for road transport of the boat, in accordance with applicable laws and the Contract.

1. The acceptance report will be drawn up in 2 copies, 1 copy each for the Seller and the Buyer, and must be signed by both Parties.
2. If defects in the Subject of the Contract or its non-compliance with the Contract or Appendix 1 to the Contract are found during the acceptance procedure, the Buyer shall be entitled to refuse acceptance of the boat and withdraw from the Contract, and the Seller shall have no claims against the Buyer on this account. Withdrawal from the Contract for the reasons stated in this paragraph is possible no later than 14 days from the date indicated in paragraph 2, and shall be treated as withdrawal for reasons attributable to the Seller.
3. The following shall be the persons responsible for the performance of this Contract:
   1. on the part of the Seller: ……………………..
   2. on the part of the Buyer: ……………………..

A change in the persons indicated above shall not require the execution of an annex to the Contract, and shall only require notification of the other Party in documentary form.

Article 3

1. The Seller declares that the boat together with the transport trailer, which is the Subject of the Contract, is its property and is free from legal defects. At the same time, the Seller assures that there are no criminal, civil, administrative, etc. proceedings pending, the subject of which is the boat purchased by the Buyer, and that it is not subject to security, lien, or other rights of third parties.
2. The Seller declares that the boat is seaworthy and registered .........../or/ meets the formal requirements for registration (as described in Appendix 1), whereas the transport trailer is capable of transporting the boat by road, in accordance with the applicable provisions of law.
3. The Seller shall be obliged to issue to the Buyer, within the period specified in Article 2 (3), all boat documents necessary for the proper use and operation of the Subject of the Contract.
4. The Buyer declares that it will familiarise itself with the technical condition of the boat and the transport trailer and carry out the tests referred to in Article 2 (5) upon acceptance.

Article 4

1. The Seller declares that the quality of the delivered Subject of the Contract will be in accordance with the parameters specified in the Contract and that the Subject of the Contract will be fit for use in accordance with its intended purpose, technical standards, and legal regulations.
2. The Seller shall be liable under the warranty for physical defects of the Subject of the Contract, in accordance with the provisions of the Civil Code, with a limitation of the Seller’s liability to 6 months, but no more than 50 operating hours of the power unit.

/paragraphs 3 and 4 – optional – if applicable/

1. The boat comes with a manufacturer’s/vendor’s/dealer’s guarantee valid until .......

The power unit is covered by a manufacturer’s guarantee valid until .......

The radio and navigation equipment is covered by the manufacturer’s guarantee valid until .......

1. The Seller will issue the guarantee documents to the Buyer together with the issuance of the Subject of the Contract.

Article 5

1. The Buyer undertakes to pay the amount due to the Seller to the bank account indicated in the invoice by wire transfer within .... days from the date of receipt of a properly issued invoice for the delivered Subject of the Contract.
2. The Seller will send an invoice to the address:

ORLEN Ochrona Sp. z o.o. Branch in Gdańsk

ul. Elbląska 135

80-718 Gdańsk

or electronically after signing the “Agreement on the transmission of invoices in electronic form”, attached hereto as Appendix 7.

1. Payment under the Contract will be made under the split payment mechanism, referred to in the Act of 11 March 2004 on VAT exclusively to the bank account indicated by the Seller mentioned in the list of VAT taxpayers maintained by the competent administrative authority (the so-called White List).
2. If it turns out impossible to make payment in the manner indicated in paragraph 3 above  
   due to:
3. lack of the bank account number indicated by the Seller on the White List or
4. lack of indication by the Seller, as the competent one for making payment of the part of the gross price corresponding to VAT, of the number of the bank account in PLN appearing on the White List (applies to cases of indication by the Seller of the bank account in foreign currency for the purpose of payment of the net price),

ORLEN Ochrona Sp. z o.o. shall be entitled to withhold payment to the Seller of, respectively: the remuneration (in the case indicated in letter (i)) or the part of the remuneration corresponding to VAT (in the case indicated in letter (ii)).

1. In the situation indicated in paragraph 4 above, payment shall be made no later than within 7 business days from (respectively): the day following the notification by the Seller to ORLEN Ochrona Sp. z o.o. of the appearance of its bank account number on the White List (in the case indicated in paragraph 4 (i) above) or the day following the indication by the Seller to ORLEN Ochrona Sp. z o.o. of the number of the bank account in PLN appearing on the White List (in the case referred to in paragraph 4 (ii) above).
2. The Parties mutually agree that the occurrence of the circumstances referred to in paragraph 5 above shall release ORLEN Ochrona Sp. z o.o. from the obligation to pay statutory interest for the delay for the period between the payment date specified in the Contract and the date on which ORLEN Ochrona Sp. z o.o. makes the payments referred to in paragraph 5 above to the Seller.
3. Acting pursuant to Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, ORLEN Ochrona Sp. z o.o. declares that it has the status of a large entrepreneur.
4. Payment of the amount due shall be made by wire transfer to the Seller’s bank account indicated each time in the contents of the VAT invoice.
5. The Parties represent that they are active VAT payers and hold Tax Identification Numbers (NIP) indicated in the recitals of the Contract.
6. The Buyer authorises the Seller to issue VAT invoices without the Buyer’s signature.
7. The Seller guarantees, and shall be responsible for, the correct use of the applied VAT rate, which means that if the tax authorities challenge the Seller’s right to make a specific tax deduction because a given transaction was not subject to taxation or was exempt from taxation under the relevant provisions of law, the Seller shall be obliged, at the written request of the Buyer and within the time limit specified therein, to correct the VAT invoice and to reimburse the Buyer with the resulting difference within 30 days of receiving such a request. If the Seller refuses to issue the correction VAT invoice, the Seller agrees to reimburse the Buyer with the equivalent of the VAT challenged by the tax authorities as incorrect, whereby the reimbursement shall be made on the basis of an accounting note issued by the Buyer, within 30 days of its receipt by the Seller. In each of the foregoing cases, the Seller shall also return the equivalent of sanctions, interest, penalties, and other encumbrances to the Buyer, additionally incurred by the Buyer or imposed by tax authorities, with the reservation that this reimbursement shall take place in the manner described in the preceding sentence. The Buyer shall be obliged to inform the Seller of the pending inspection procedure so as to enable the Seller to actively participate in the procedure and appeal the decision to the body of the second instance.
8. The Seller shall be obliged to archive copies of VAT invoices confirming the delivery of the goods or completion of the services, constituting for the Buyer the basis for reduction of due VAT by the amount of VAT charged at purchasing goods and services. If the above requirement is not complied with, or if a copy of a VAT invoice archived by the Seller is found to be incorrect due to formal, legal, or factual reasons, the Seller shall be obliged to compensate the Buyer for losses resulting from imposed tax liabilities, including sanctions and interest imposed on the Buyer by the tax authorities or tax inspection authority, in amounts resulting from the decision of the tax authorities or the tax inspection authority.

/paragraphs 13-20 – optional provisions – concerning Polish entities/

1. The following provisions shall apply as of the date on which the Seller is required to issue and make available to the Buyer invoices structured using the National e-Invoicing System (hereinafter: KSeF) under the regulations of the Act of 11 March 2004 on VAT (hereinafter: the VAT Act), and as of that date will take precedence in case of discrepancies with other provisions of this Contract.
2. The Seller shall issue and make available to the Buyer an invoice using KSeF, unless there are cases referred to in the VAT Act that prevent such action or authorise the Seller to act otherwise, in which case the invoice shall be issued and made available to the Buyer taking into account the rules set forth in the VAT Act and the following paragraphs.
3. Payment of the remuneration due to the Seller shall be made on the basis of an invoice issued under the terms of paragraph 14 above to the bank account number indicated in the invoice, within the time limit referred to in the Contract.
4. The date of issuance of a structured invoice shall be the date on which the Seller sends the invoice to KSeF, and in the case of an invoice referred to in Article 106 nda (1) or (16) of the VAT Act or invoices issued during the period of failure or unavailability of KSeF – the date of issuance indicated by the Seller in such invoice.
5. The date of effective delivery of an invoice to the Buyer shall be the date of its receipt within the meaning of the VAT Act; thus, in the case of a structured invoice, this will be the date of assignment of an individual number identifying that invoice in KSeF.
6. If the VAT Act allows an invoice to be made available to the Buyer by other means than KSeF, such invoice may be delivered to the Buyer to one of the following addresses:
7. ORLEN Ochrona Sp. z o.o. Branch in Gdańsk, ul. Elbląska 135, 80-718 Gdańsk (the date of effective delivery of the invoice in such case shall be the date of delivery to the Lessee of the letter containing the aforementioned invoice affixed with appropriate codes in accordance with the VAT Act, subject that in the case of failure to accept such letter that invoice shall be considered effectively delivered after 14 days from leaving the first notice of attempted delivery of such letter) or the date on which the invoice is assigned an identification number in KSeF – whichever of the above occurs first).
8. e-mail: [faktura@lotosochrona.pl](mailto:faktura@lotosochrona.pl) (the date of effective delivery of the invoice in such a case will be the date on which the Seller sends an e-mail to the Buyer containing the aforementioned invoice, e.g. in pdf format, affixed with appropriate codes in accordance with the VAT Act, or the date on which the invoice is assigned an identification number in KSeF – whichever of the above occurs first).
9. An invoice will be considered properly issued if done so taking account of the invoicing rules set forth in the VAT Act.
10. The rules referred to in paragraphs 17 and 18 above shall apply *mutatis mutandis* to structured attachments.

Article 6

The date of debiting the Buyer’s account shall be considered the date of payment.

Article 7

If the Buyer fails to make payment within the stipulated term of the Contract, the Seller shall have the right to charge interest at the statutory rate for each day of delay.

Article 8

1. The Seller undertakes to pay liquidated damages for the Buyer in the amount of:

(a) 0.5% of the net value of the Subject of the Contract for each day of delay in the performance of the Contract in excess of the deadline set forth in Article 2 (3);

(b) 10% of the net value of the Subject of the Contract, for withdrawal by the Buyer from the Contract for reasons attributable to the Seller.

1. The maximum amount of liquidated damages for delays included in paragraph 1(a) above may not exceed 20% of the Remuneration referred to in Article 1(2) of the Contract.
2. The Buyer shall deduct the amount of the liquidated damages due from the Seller’s receivables, to which the Seller hereby agrees.
3. The stipulated damages do not exclude the right to claim compensation under general rules if the damage suffered exceeds the amount of the stipulated liquidated damages.
4. The Buyer may withdraw from the Contract if the Seller breaches its obligations under the Contract by failing to deliver the ordered Subject of the Contract within the deadline set forth in the Contract.
5. The contractual right of withdrawal may be exercised by the Buyer no later than 30 days from the deadline for delivery of the Subject of the Contract to the Buyer indicated in Article 2 (3). The right to withdraw from the Contract referred to in this paragraph shall not affect the Buyer’s right to withdraw from the Contract as provided for in applicable laws.
6. Withdrawal from the Contract does not exclude the Buyer’s right to claim contractual penalties reserved in this Contract, including in particular for delay, and other rights and claims of the Buyer stipulated by law or in the Contract.

Article 9

1. The Seller shall be obliged to keep confidential the information submitted directly or indirectly by the Buyer (in any form, i.e. in particular oral, written, electronic) as well as information obtained by the Seller in another way during mutual cooperation, including in connection with entering into and executing the present Contract, which shall pertain, directly or indirectly, to the Buyer, the Buyer’s Capital Group Companies or their contractors, including the contents hereof. The Parties acknowledge that any technical, technological, organisational or other information carrying economic value which, either as a whole or in a particular aggregation and collection of its elements, is not generally known to, or not readily available to, persons ordinarily dealing with that type of information, and with regard to which the Buyer, as the entity entitled to use   
   and dispose of the said information, has taken while exercising due diligence, actions to keep it confidential, communicated by or on behalf of the Buyer or otherwise obtained by the Seller in the course of the negotiation, conclusion and performance of the Contract, shall be treated as a business secret within the meaning of Article 11 (2) of the Act of 16 April 1993 on combatting unfair competition (hereinafter: “Trade Secret”), unless, at the time of transfer, the transferring person specifies in writing or electronically a different nature of such information from that specified above.

2. The obligation to keep the information indicated in Section 1 above confidential shall be construed by the Parties as prohibiting the use, disclosure and communication of such information in any manner and to any third party, except as follows:

2.1. information disclosure or usage shall be necessary for the proper execution of the Contract and in accordance herewith, or

2.2. the information, at the time of disclosure, is already in the public domain and the disclosure has been made by or with the consent of the Buyer or otherwise than by an unlawful or contractual act or omission or

2.3. the Seller has been obliged to disclose information by a court or authorised body or in the event of a legal obligation to do so, subject that the Seller shall promptly inform the Buyer in writing of the obligation to disclose information and the scope thereof, and shall take into account, to the extent possible, the Buyer’s recommendations on disclosure, in particular with regard to the filing of the request for exclusion from public view, the legitimacy of filing an appropriate complaint, appeal or other equivalent remedy, and will inform the court or authorised body of the protected nature of the information provided or

2.4. the Buyer provided the Seller with a written consent to disclose or use the information for a defined purpose and in a manner indicated by the Buyer.

3. The Seller shall be obliged to adopt such security measures and practices as shall be appropriate and sufficient for ensuring a secure, including in accordance with the present Contract and legal provisions, handling of the Trade Secret, in order to prevent any unauthorised use, transfer, disclosure, or access to the information whatsoever. The Seller shall not, in particular, copy or record the Trade Secret, if it is not justified by the due execution of the Contract by the Buyer. The Seller shall promptly notify the Buyer of any breach of security or unauthorised disclosure or use of the Trade Secret processed in connection with the performance of the Contract.

1. The obligation of upholding the Trade Secret mentioned in paragraph 1 above shall also extend to the Seller’s employees and other persons, including, in particular, the auditors, advisors, and subcontractors, to whom the Seller shall disclose such information. The Seller undertakes to obligate the aforementioned persons in writing to protect the Trade Secret in accordance with at least the same conditions as defined herein. The Seller shall bear full responsibility for the actions and omissions of persons with access to the Trade Secret, including the liability mentioned in paragraph 8 below.
2. The Seller shall, upon any request of the Buyer, within no more than 5 (five) days, send to the Buyer a list of persons and entities who, through the Seller, have gained access to the Trade Secret. Failure to observe the obligation referred to in this paragraph shall be deemed unauthorised disclosure of the Trade Secret, giving rise to the liability referred to in paragraph 8 below.
3. The obligation of confidentiality shall be binding throughout the term of the Contract as well as for a period of 10 (ten) years following its termination, expiry, cancellation, or nullification. If, notwithstanding the expiry of the period of protection of the Trade Secret indicated in the preceding sentence, the information continues to be protected based on internal regulations or decisions of the Buyer or under specific legislation, the Buyer shall notify the Seller in writing of an extension of the period of protection for an additional period of time indicated by the Buyer (however not exceeding 10 years), to which the Seller hereby agrees. The notification referred to in the above sentence shall be given before the expiry of the 10-year period of protection referred to in the first sentence of this paragraph, however, no later than 10 business days before the expiry of the above obligation. The Parties expressly agree that the obligation described in this Section shall survive termination, expiry or cancellation or nullification of the legal effect of this Contract.
4. No later than 3 (three) business day after expiry of the protection period mentioned in   
   paragraph 6 above, the Contractor and any and all persons to whom the Contractor transferred the Trade Secret shall be obliged to return any and all materials containing it to the Buyer or destroy them.
5. In case of an unauthorised use, transfer, or disclosure of the Trade Secret by the Seller, the Buyer shall have the right to demand that the Seller pays liquidated damages of PLN 100 000 (in words: one hundred thousand zlotys) for each case of unauthorised use, transfer, or disclosure of the aforementioned information. Payment of the liquidated damages indicated above shall not limit the right of the Buyer to seek compensation from the Seller under general rules, should the amount of the damage incurred exceed the liquidated damages stipulated herein. The above shall not exclude in any way other sanctions and rights of the Buyer defined in the provisions of law, including the Act of 16 April 1993 on combatting unfair competition.
6. If, in connection with the execution of the Contract, it becomes necessary to access or transfer to the Buyer personal data within the meaning of applicable laws, the Seller shall be obliged to conclude with the Buyer, prior to the processing of such data, an appropriate, separate Agreement, the subject of which shall be the terms and conditions of protection and processing of such data.
7. Should, during the performance of the present Contract, a necessity occur of accessing or transferring to the Buyer, in any form whatsoever, information constituting Trade Secret of ORLEN Ochrona Sp. z o.o., understood as the Buyer’s Trade Secret under special protection, with regards to which special actions were undertaken, defined in internal acts of the Buyer, in order to keep it secret and which use, transfer, or disclosure to an unauthorised person shall significantly threaten or infringe the Buyer’s interests, the Seller undertakes to immediately enter into an annex hereto with the Buyer, prior to the receipt and commencement of processing such information, which shall be in accordance with internal acts of the Buyer, the subject of which shall be the rules and conditions of protecting the ORLEN Ochrona Sp. z o.o. Trade Secret.
8. For the avoidance of doubt, the Parties confirm that the Seller, regardless of the obligations defined herein, shall also be obliged to observe additional requirements pertaining to the protection of defined types of information (e.g. personal data, confidential information) resulting from the binding legal provisions.
9. The Seller agrees to disclose by Orlen Ochrona Sp. z o.o. the contents of this Contract as well as information and data connected with its performance to companies belonging to the ORLEN Capital Group on the principles set forth above.

Article 10

1. The Seller undertakes to obtain the prior written consent of the Buyer for the placement of the company name, trademark or logo of ORLEN Ochrona Sp. z o.o. on its website, in the list of contractors, brochures, advertisements, and any other advertising and marketing materials. In such a case, the Seller undertakes to submit to the Buyer, together with a request for consent, a design of materials in which such data would be placed.
2. The Seller shall also obtain prior written consent from the Buyer to provide mass media, such as press, radio, TV, and the Internet, with any information regarding the Contract. In such an event, the Seller shall submit to the Buyer the request for consent, together with the content of the information to be used in mass media.
3. In the event of non-performance or improper performance of the obligations specified in this Article, the Buyer is entitled to charge a contractual penalty of PLN 100,000 (in words: one hundred thousand zlotys) for each case of non-performance. Payment of the liquidated damages indicated above shall not limit the right of the Buyer to seek compensation under general rules, should the amount the damage incurred exceed the liquidated damages stipulated herein.

Article 11

1. Any amendments to this Contract shall be null and void unless made in writing.
2. Any matter not addressed by this Contract shall be governed by the relevant provisions of the Polish law, in particular of the Civil Code.
3. Any disputes that arise between the Parties during the implementation of the provisions of this Contract, shall be resolved amicably by the Parties, and in the absence of agreement, the Parties shall subject themselves to the settlement of the Court of competent jurisdiction for the registered office of the Buyer.

Article 12

1. Appendices 1-7 shall form an integral part of this Contract:

* Appendix 1 – Description of the Subject of the Contract
* Appendix 2 – Template Acceptance Report
* Appendix 3 – Anti-corruption clause
* Appendix 4 – Information clause
* Appendix 5 – Information note concerning information obligations of the public company
* Appendix 6 – Sanctions clause
* Appendix 7 – Agreement on sending invoices in electronic form

1. This Contract has been drafted in two identical counterparts, one for each Party. / or / The Contract has been executed in electronic form and affixed with qualified electronic signatures.

**BUYER SELLER**

**Appendix 1 to Contract No. FZ/.../.../...**

**Description of the Subject of the Contract**

Connect procedure OCH/2/………./……….  
OCH/1/……………./…………. Purchase ………………

**Appendix 2 to Contract No. FZ/.../.../...**

**Acceptance Report**

|  |  |
| --- | --- |
| **Name of the Seller** |  |
| **Basis of delivery** |  |
| **Subject of the Contract** |  |
| **Acceptance date** |  |
| **Acceptance items and their compliance with the Contract:** | |
| Boat: |  |
| power unit: |  |
| electrical and fuel system: |  |
| radio and navigation equipment: |  |
| rescue equipment: |  |
| transport trailer, slings and protective covers: |  |
| Additional equipment: |  |
| **Practical test:** | |
| launching |  |
| maximum speed |  |
| cruising speed |  |
| nautical properties of the boat |  |
| **Documentation:** /list the documents provided/ |  |
| **Remarks** |  |

........................................................... …………………….……………………

**Stamp and signature of the Seller’s Representative Stamp and signature of the person accepting the report on the part of the Buyer**

**Appendix 3 to Contract No. FZ/.../.../...**

**ANTI-CORRUPTION CLAUSE**

1. Each Party certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions binding on the Parties within the scope of preventing corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
2. Each Party certifies that it has implemented procedures to prevent corruption and conflicts of interest, and that within the last three years members of the Parties’ management, control, supervisory bodies, or representatives have not been convicted by a final judgement of a corruption offence.
3. Each Party additionally certifies that, in connection with performance hereof, it shall comply with all requirements and internal regulations binding on the Parties with regard to standards of ethical conduct, prevention of corruption, consistent with the law on settlement of transactions, costs and expenses, conflict of interests, granting and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with conclusion and performance of hereof, neither of the Parties or neither/none of their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or no other person acting on their behalf have/has made, have/has proposed, have/has promised to make, will not propose, and will not promise to make, and will not authorise to make any payment or another transfer constituting a financial benefit or any other benefit directly or indirectly to any of the following:
5. member of the management board, director or another staff member or agent of a Party or any business entity controlled by or affiliated with the Parties,
6. a public official, understood as an individual performing a public function within the meaning granted to this term in the legal system of a country in which the present Contract is performed or in which there are registered offices of the Parties or any business entity controlled by or affiliated with the Parties;
7. political party, member of a political party, or candidate for a post in a state office;
8. agent or intermediary in exchange for payment of anyone of the aforementioned; and
9. any other person or entity – in order to obtain their decision, influence or activities which may result in any privilege inconsistent with law or for any other improper purpose if such an activity breaches or breached legal provisions within the scope of prevention of corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
10. The Parties are obliged to immediately inform each other about each and every case of breaching the provisions of this Anti-Corruption Clause. Upon written request by either Party, the other Party shall promptly provide information and answer reasonable questions that relate to the performance of this Contract with respect to compliance with the provisions of this Anti-Corruption Clause.
11. Each Party certifies that, during the period of performance of this Contract, it shall provide any person acting in good faith with the opportunity to report violations of the law via email to: [anonim.orlenochrona@orlen.pl](mailto:anonim.orlenochrona@orlen.pl)
12. In case of identifying a suspicion of corrupt activities made in connection with or for the purpose of performing the present Contract by any representatives of each Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt activities.

**Appendix 4 to Contract No. FZ/.../.../...**

**INFORMATION CLAUSE**

**in connection with procedure to present an offer/enter into a contract/entering into a contract\***

1. **DATA CONTROLLER**

The Controller of your personal data is: ORLEN Ochrona Sp. z o.o. (hereinafter: “WE”). You can contact us by post at: ul. Chemików 7, 09-411 Płock or by phone at:: (24) 365-33-40, (24) 366-25-00.

1. **DATA PROTECTION OFFICER**

We have appointed a Data Protection Officer whom you can contact on any matter relating to the processing of your personal data – by post to the Controller’s registered address indicated in Section 1 above, with the notation “Data Protection Officer”, by e-mail at: [daneosobowe.orlenochrona@orlen.pl](mailto:daneosobowe.orlenochrona@orlen.pl). Data on the Data Protection Officer is also available at [www.orlenochrona.pl](http://www.orlenochrona.pl) under “Contacts” tab.

1. **SOURCE OF PERSONAL DATA**

We have received your personal data directly from you or your employer/entity you represent. Your personal data form, depending on the type of cooperation – data necessary for the representation of the legal entity, contact data, data contained in the documents you hold – confirming authorisations or experience, and is necessary for us to take action to conclude and perform the Contract.

1. **PURPOSES AND GROUNDS FOR PROCESSING PERSONAL DATA**

Depending upon the relationship binding us and the function you perform, we shall process your data:

1. **If you are AN INDIVIDUAL LISTED IN KRS (POLISH NATIONAL COURT REGISTER) (MEMBER OF A BODY, PROXY) OR AN ATTORNEY REPRESENTING THE CONTRACTING AUTHORITY OR CUSTOMER COOPERATING WITH US**: We shall process your data:

* based on our legitimate interest (pursuant to Article 6(1)(f) of the GDPR[[1]](#footnote-1)), which is: to take action to conclude and perform the Contract, including, but not limited to: verifying statements made when concluding the Contract; providing contact; complying with rules of confidentiality and OHS rules; and handling, investigating and defending in the event of counterclaims;
* to comply with legal obligations incumbent on us under legislation such as tax and accounting law in connection with the settlement of the Contract, AML (pursuant to Article 6(1)(c) of the GDPR)

1. **If you are AN INDIVIDUAL, INCLUDING A SELF-EMPLOYED PERSON SUBJECT TO REGISTRATION WITH THE CENTRAL REGISTER OF BUSINESS ENTITIES (CEIDG), AND/OR A PARTNER IN A CIVIL PARTNERSHIP** – we shall process your data:

* to take action to conclude and perform the Contract (pursuant to Article 6(1)(b) of the GDPR) to which you are a Party;
* to comply with legal obligations incumbent on us under legislation such as tax and accounting law in connection with the settlement of the Contract, AML (pursuant to Article 6(1)(c) of the GDPR);
* based on our legitimate interest (pursuant to Article 6(1)(f) of the GDPR), which is: to take action to conclude and perform the Contract, including, but not limited to: verifying statements made when concluding the Contract; providing contact; complying with rules of confidentiality and OHS rules; and handling, investigating and defending in the event of counterclaims;

1. **If you are A MEMBER OF THE PERSONNEL OF THE CONTRACTING AUTHORITY OR CUSTOMERS WORKING WITH US (A PERSON DESIGNATED TO CONTACT OR PERFORM THE CONTRACT)** -we shall process your data:

* to fulfil our obligations under the Contract with us, based on our legitimate interest (pursuant to Article 6(1)(f) of the GDPR), in particular, in order to: verify the statements made by a Party to the Contract, including confirming the qualifications of the persons appointed to perform the Contract; providing contact for the performance of the Contract; exchanging correspondence; issuing powers of attorney for representation (if necessary); complying with rules of confidentiality and occupational health and safety rules; as well as to handling, investigating and defending in the event of counterclaims.

1. **DATA CATEGORIES**

For the above purposes we process the following data: name, surname, telephone number, e-mail address, function/position held.

1. **DATA RECIPIENTS**

Your personal data may be disclosed to entities cooperating with us (recipients), in particular to entities providing services such as IT, mail and parcel delivery, consultancy, legal, archiving and document shredding, or accounting services. Data will not be transferred to third countries outside the EEA.

1. **DATA RETENTION PERIOD**

Your personal data shall be processed for the duration of the Contract and thereafter for the period stipulated by law, but for no less than the expiry of any claims arising from the Contract or the statute of limitations for claims for tax liabilities relating to the Contract concluded.

1. **RIGHTS IN RELATION TO THE PROCESSING OF PERSONAL DATA**

With regard to the processing of your personal data by us, you have the following rights: the right of access to the content of your data; the right of rectification of your personal data; the right of erasure of your personal data or restriction of processing, the right of objection based on your particular situation – in cases where we process your personal data on the basis of our legitimate interest.

If you wish to exercise the above rights, please contact us or our Data Protection Officer (contact details under I and/or II).

You also have the right to lodge a complaint with the President of the Data Protection Authority.

**Appendix 5 to Contract No. FZ/.../.../...**

**INFORMATION NOTE**

**concerning information obligations of a public company**

ORLEN S.A., being the parent company of ORLEN Ochrona Sp. z o.o., is bound by information obligations towards the capital market, which are governed by 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, as amended (hereinafter “MAR Regulation”).

Consequently, in applying the provisions of the above Regulation:

1. ORLEN Ochrona Sp. z o.o. shall inform the other party to the Contract of its intention to disclose information concerning this agreement to the public, if it considers it to be confidential information within the meaning of the MAR Regulation.
2. Confidential information within the meaning of the MAR Regulation may not be used or unlawfully disclosed by the other party to the Contract and those working on its behalf. The sanctions provided for in the MAR Regulation shall apply in the event of abuse or unlawful disclosure of confidential information.

**Appendix 6 to Contract No. FZ/.../.../...**

**Sanctions Clause**

1. Parties’ Representations

Each Party represents that, to the best of its knowledge, as of the date of the Contract, it and its subsidiaries, parent companies, as well as members of its governing bodies and persons acting for and on its behalf:

* + 1. remain in compliance with the sanctioning 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 (hereinafter: **“Sanctioning Regulations”**);
    2. are not subject to any sanctions, including economic sanctions, trade embargoes, or other restrictive measures imposed under the Sanctioning Regulations, and are not legal or natural persons the transactions with whom are prohibited by the Sanctioning Regulations (hereinafter: **“Sanctioned Entity”**);
    3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria described in (ii) above;
    4. do not reside or have their registered office or principal place of business in a country covered by the Sanctioning Regulations or are not incorporated under the laws of a country covered by the Sanctioning Regulations;
    5. do not participate in any proceeding or investigation carried out against them for violation of any Sanctioning Regulations.

1. Obligations of the PARTIES
   1. Each Party agrees that during the term of the Contract:
      1. both it and its subsidiaries, as well as members of its governing bodies and persons acting for and on its behalf will conduct business in accordance with the Sanctioning Regulations;
      2. any remuneration to which it is entitled under the Contract will not be directly or indirectly available to the Sanctioned Entity or used to benefit the Sanctioned Entity to the extent that such action is prohibited under the Sanctioning Regulations;
      3. any statements made in paragraph 1 will remain true.
   2. In the event that any statement made in paragraph 1 becomes untrue, the Party shall promptly, but no later than 30 days after becoming aware of such case, inform the other Party, unless prohibited by law, of any such case and of the steps taken to restore the truthfulness of such statements.
   3. In the event of breach of the obligations set forth in paragraph 2.1, the other Party shall be entitled to terminate the Contract due to the fault of the Party in breach of the obligation and to compensation covering any damages related thereto.
   4. In addition, if as a result of a violation of the obligations set forth in paragraph 2.1 or paragraph 2.2, the other Party shall be subjected to any restrictions, sanctions, or limitations by the entities listed in paragraph 1 (i), the other Party shall be entitled to compensation covering any damages related to such restrictions, sanctions, or limitations.

**Appendix 7 to Contract No. FZ/.../.../...**

Płock, …………….

place and date

**Agreement on sending invoices in electronic form**

**Recipient:**

**ORLEN Ochrona Sp. z o.o. with its registered office in Płock**

**ul. Chemików 7**

**09-411 Płock**

entered into the Register of Entrepreneurs kept by the District Court for Łódź-Śródmieście, 20th Economic Division of the National Court Register, under KRS number 0000035335, NIP: 774-23-96-528, share capital: PLN 500,000.00

**Issuer:** (full name and business address of the Contractor):

**………………………………………………………..**

**………………………………………………………..**

**………………………………………………………..**

1. Acting on the basis of the Act of 11 March 2004 on VAT (i.e. Journal of Laws of 2011 No. 177, item 1054, as amended) the Recipient accepts that the Issuer will send invoices in electronic form to it as soon as ORLEN Ochrona Sp. z o.o. signs the agreement.
2. E-invoices, electronic correction invoice, e-invoice duplicates, e-tickets will be sent via email as PDF files from the Issuer’s email address(es) below:

……………………………………………………………

……………………………………………………………

in accordance with the terms and conditions contained in the Instructions for Sending Invoices in Electronic Form to ORLEN Ochrona Sp. z o.o., attached hereto.

1. The proper address for sending the documents listed in paragraph 2 of this Contract to the Recipient will be:

[**efaktura.ooch@orlen.pl**](mailto:efaktura.ooch@orlen.pl)

1. The proper address for the Issuer’s acknowledgment of receipt of the documents listed in paragraph 2 of this Contract will be:

...........................@................................

Failure of the Issuer to indicate an address for sending document receipts means that the receipt has been waived.

Confirmation of receipt of the e-invoice will be sent by the Recipient’s postal system when the document is entered into the accounting system, with the date of receipt being the date on which the e-invoice is received in the Recipient’s mailbox.

1. In the event of a change in the e-mail address(es) indicated in paragraphs 2, 3 and 4 above, the Parties agree to inform each other of the changes in writing or by e-mail.
2. In the event that formal or technical obstacles prevent the issuance and transmission of invoices in electronic form, invoices will be sent in paper form.
3. This acceptance may be revoked by the Recipient at any time. Then the Invoice Issuer shall lose the right to issue and send invoices in electronic form from the next day of the date of receipt of information on withdrawal of approval.
4. By accepting this Agreement, the Issuer declares that it has familiarised itself with the attached Instructions for Sending Invoices in Electronic Form to ORLEN Ochrona Sp. z o.o. and will comply with the guidelines contained therein.
5. The appropriate contact persons for matters relating to the Contract are:

On the part of the Recipient - Jakub Pesta ([jakub.pesta@orlen.pl](mailto:jakub.pesta@orlen.pl) and [efaktura.ooch@orlen.pl](mailto:efaktura.ooch@orlen.pl))

On the part of the Issuer: ………………………………............................

1. The Contract signed by the Issuer should be sent back to the Recipient’s address with the note “Agreement, electronic purchase invoice”.

**Recipient Issuer**

………………………………... ……………………….

signature of the authorised person signature of the authorised person

**Instructions**

**for Sending Invoices in Electronic Form to ORLEN Ochrona Sp. z o.o.**

**Definitions**

**e-invoice** – an invoice, correction invoice, duplicate invoice, accounting note in the form of an electronic document that meets the requirements set forth in the provisions on the manner of sending and the rules for storing invoices in electronic form;

**Recipient** – ORLEN Ochrona Sp. z o.o.

**Issuer** – an entity from which ORLEN Ochrona Sp. z o.o. makes a purchase and who issues documents in electronic form;

**Agreement** – a document expressing the Recipient’s acceptance to being sent e-invoices;

**General provisions**

1. These Instructions set forth the rules for the transmission of e-invoices by the Issuer to the Recipient.
2. The condition for the Issuer to use the possibility of sending e-invoices to the Recipient is the combined fulfilment of the requirements described below:

a. receipt of the Agreement with the Issuer for the transmission of e-invoices accepted by the Recipient,

b. compliance with the requirements described below in these Instructions.

**Conditions for sending electronic invoices**

1. E-invoices should only be sent as PDF files. Invoices in other formats will not be accepted by the Recipient.
2. E-invoices should be sent from the address or addresses declared by the Issuer in the Agreement.

E-invoices sent from other addresses, without prior notice to the Recipient, will not be accepted by the Recipient.

1. E-invoices should be sent to the following address e[faktura.ooch@orlen.pl](mailto:faktura.ooch@orlen.pl)
2. E-invoices should be sent in a ratio of 1:1, which shall be understood as one invoice attachment per one email.
3. It is permissible to send multi-page e-invoices that include additional documentation (service completion reports, pp issues, technical specifications, etc.), as long as they are sent as a single file along with the invoice, not exceeding 10 MB.
4. It is **unacceptable** to attach other graphic files (e.g. JPEG, TIF, BMP) to an e-mail message, especially in the footer. A message containing, in addition to the PDF file, another file in the aforementioned format will not be accepted by the Recipient. Files should not be compressed, such as in .ZIP format, nor should they be included indirectly in a message that is an attachment to another message.
5. Emails should contain in the subject line the appropriate notations: “invoice no...”, “correction invoice no...”, “duplicate invoice no...”, “debit/discount note...”.
6. The Recipient may send an e-mail confirming receipt of the invoice to the address declared by the Issuer in the Agreement. If the Issuer declares several addresses from which e-invoices will be received, the Issuer should indicate in the Agreement one address to which confirmations will be sent by the Recipient.
7. Any change of the address or addresses referred to in Section 2 and 4 of the Agreement requires notifying the Recipient of this fact by e-mail sent to the address indicated in Section 9 of the Agreement.
8. The Recipient does not accept e-invoices issued through web portals and not automatically sent as PDF files to the address **e**[faktura.ooch@orlen.pl](mailto:faktura.ooch@orlen.pl)**.**

If the above solution is used, the Issuer is obliged to ensure automatic transmission of e-invoices, or to send e-invoices after downloading them from the portal.

**Final provisions**

1. The sending of e-invoices by the Issuer can take place as early as on the next business day after receiving the accepted Agreement from the Recipient.
2. Acceptance of the electronic form of sending invoices may be withdrawn by the Recipient at any time, in particular if the Issuer fails to apply the provisions of these Instructions.

Withdrawal of acceptance will be made by the Recipient sending a letter to the Issuer’s e-mail address declared in Section 4 and 2 of the Agreement.

1. The Issuer may opt out of sending e-invoices by informing the Recipient by email sent to the address indicated in Section 9 of the Agreement.
2. Please direct questions and concerns to the Recipient’s address indicated in Section 9 of the Agreement.

1. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC

   \*for contracts of sale and purchase of goods and services [↑](#footnote-ref-1)