**Article XI "Confidentiality" of General Terms shall be delated and replaced with the following:**

1. The Seller Mandatory to maintain confidentiality of information provided directly or indirectly by the Buyer Party (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Seller in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this Purchase Order, if such information relates directly or indirectly to the Buyer Party, companies of the Buyer Party's Group or their counterparts/Sellers, including the contents hereof. The Parties agree that any technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which the Buyer Party, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the Buyer Party or on its behalf or otherwise obtained by the Seller while negotiating, concluding and performing the Purchase Order shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.

2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:

2.1. disclosure or use of the information is necessary for proper implementation of this Purchase Order and in accordance herewith, or

2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Buyer Party or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or

2.3. the Seller has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Seller shall immediately inform the Buyer Party in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Buyer Party's recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or

2.4. the Buyer Party has expressed its written consent to Seller's disclosure or use of information for a specific purpose, in manner indicated by the Buyer Party.

3. The Seller shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Purchase Order and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Seller shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The Seller shall immediately notify the Customer of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with Purchase Order execution.

4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the Seller's staff and other persons, including, in particular, auditors, consultants and subSellers, to whom the Seller shall disclose such information. The Seller shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Seller shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 8.

5. At the request of the Buyer Party, the Seller shall, within a period not longer than five days, send to the Buyer Party a list of persons and entities that have been provided by the Seller with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.

6. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of the Buyer Party or based on the specific provisions of the law, the Buyer Party shall notify the Seller in writing of protection period extension for an additional period, indicated by the Buyer Party (but not more than 10 years), to which the Seller hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The Parties agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.

7. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the Seller and any persons to whom the Seller has disclosed the Business Secrets shall return to the Buyer Party or destroy all materials composing the Business Secrets.

8. In the event of unauthorised use, transfer or disclosure by the Seller of the Business Secrets, the Buyer Party shall be entitled to request the Seller to pay a Purchase Order ual penalty in the amount of PLN 100.000,00 (in words: one hundred thousand PLN) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Buyer Party to claim from the Seller compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the Buyer Party as provided by law, including the Act of 16 April 1993 on combating unfair competition.

9. Should it be necessary, in connection with performance hereof, to provide the Seller with access to, or to transfer to the Seller personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Seller shall be obliged to conclude with the Buyer Party an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

10. Should it be necessary, throughout performance hereof, to provide the Seller with access to, or transfer to the Seller, in any form, information composing the Company Secrets of ORLEN S.A., understood as the sensitive type of the Business Secrets of the Buyer Party, which was subject to specific actions specified in internal acts of the Buyer Party in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Buyer Party, the Seller shall immediately conclude with the Buyer Party, before receiving and processing such information, an amendment to this Purchase Order , compliant with the internal acts of the Buyer Party, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.

11. For the avoidance of doubt, the Parties confirm that the Seller, beside its obligations under this Purchase Order , shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.

12. The Seller is obliged to fulfil, on behalf of the Buyer as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Purchase Order with the Buyer, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in the course of conclusion or performance of this Purchase Order. The above obligation should be met by means of providing the persons with the below information clause, with simultaneous compliance with the accountability principle.

**INFORMATION CLAUSE for persons representing the Seller, designated for contact or cooperating with the Seller in the conclusion and performance of contracts with ORLEN S.A.**

**Who is the controller of your personal data?**

The controller of your personal data is ORLEN S.A., with its registered office in Płock, ul. Chemików 7. Contact phone numbers: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00.

**How can you contact the Data Protection Officer?**

You can write to the following e-mail address: daneosobowe@orlen.pl or by post to ORLEN S.A. with the note “Data Protection Officer”. More information is available at www.orlen.pl under the “Contact” section.

**What data do we process?**

Depending on the type of cooperation:

* name and surname,
* job title and function,
* business phone number and e-mail address,
* PESEL number (Polish national identification number),
* information about authorizations and qualifications.

**For what purpose do we process the data?**

The data is processed in order to:

* perform contracts with Contractors (e.g. contact, verification of authorizations, qualifications and declarations, issuing powers of attorney, correspondence exchange, proper performance of the contract, control, settlement of the contract, maintaining confidentiality and occupational health and safety),
* pursue and defend claims,
* fulfill legal obligations (e.g. resulting from the Anti-Money Laundering Act, construction law, EU regulations).

**On what legal basis do we process the data?**

* the legitimate interest of ORLEN S.A. (Article 6(1)(f) of the GDPR),
* legal obligations (Article 6(1)(c) of the GDPR).

**Who may have access to your data?**

The data may be transferred to companies within the ORLEN Group and other cooperating entities, participants in procurement processes, and entities such as IT, courier, security, OHS, legal, advisory, or archiving service providers.

**How long do we process the data?**

The data is processed for the time necessary to achieve the purposes and fulfill legal obligations. It may be stored longer only if required by law.

**What are your rights?**

You have the right to:

* access your data,
* rectify, delete or restrict the processing of your data,
* object (if the data is processed based on legitimate interest),
* lodge a complaint with the President of the Personal Data Protection Office.

Requests can be sent to: daneosobowe@orlen.pl or by post with the note “Data Protection Officer”.

**Article XII "External Communication" of General Terms shall be delated and replaced with the following:**

**Article XII „Protection of Trademarks and External Communication”**

1. The Seller acknowledges that all signs used in the business activity of ORLEN S.A., including trademarks, non-registered marks and the company name are subject to legal protection on the basis of registration with appropriate offices or legal provisions for ORLEN S.A. Any use of the abovementioned signs without the consent of ORLEN S.A. or in a manner inconsistent with this Agreement, as well as authorizing third parties to such use will constitute an infringement of the rights of ORLEN S.A.

2. The Seller agrees to obtain prior written consent of ORLEN S.A. before placing company name, trademark or any other protected designation of ORLEN S.A. on its website, in a list of trading partners, brochure, advertisement and any other advertising and marketing materials. In such a case, the Seller shall submit to ORLEN S.A., together with the request for ORLEN S.A.’s consent, a draft version of the materials including such data.

3. The Seller also agrees to obtain prior written consent of ORLEN S.A. before communicating any information related to this Purchase Order to the mass media, including the press, radio, TV and the Internet. In such a case, the Seller shall submit to ORLEN S.A., together with the request for ORLEN S.A.’s consent, the contents of the information to be disclosed in such mass media.

4. The obligation to obtain the consent referred to in Clause 2 and 3 above shall not apply to:

a. the use by the Seller of credentials received from ORLEN S.A., with the proviso that the waiver of the requirement to obtain the consent shall include only the Seller's right to submit such credentials together with a proposal made to a specific named addressee,

b. the compliance by the Seller being a public company with the disclosure requirements under laws and regulations applicable to such companies.

5. In the event of the Seller’s failure to comply or properly comply with the requirements of this Clause, ORLEN S.A. shall be entitled to demand payment of a contractual penalty of PLN 100,000 (one hundred thousand złoty) for each instance of such non-compliance. Payment of the contractual penalty referred to above shall be without prejudice to ORLEN S.A.'s right to seek additional compensation in accordance with generally applicable laws if the amount of losses exceeds the contractual penalty set out herein.

**Anti-corruption clause**

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
2. Each Party declares that it has implemented procedures for the prevention of corruption   
   and conflict of interests.
3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
5. any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,
6. a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
7. any political party, member of a political party or candidate for a post in a state office;
8. any agent or intermediary in exchange for payment to any of the aforementioned; and
9. any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
10. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
11. Each of the Parties certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: [naruszenieprawa@orlen.pl](mailto:naruszenieprawa@orlen.pl) or by phone: +48 800 322 323 – without caller identification.
12. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

**SANCTION CLAUSE**

1. REPRESENTATIONS OF THE SELLER

The Seller represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

(i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland (hereinafter: the “Sanction Provisions”);

(ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the “Sanctioned Entity”);

(iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;

(iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;

(v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

2. ObligationS OF THE SELLER

2.1  The Seller hereby undertakes to ensure that during the term of the Agreement:

(i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;

(ii)  any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;

(iii)  any of the representations represented in Clause 1 will remain correct.

2.2  In the event that any of the representations represented in Clause 1 becomes incorrect, the Seller shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform ORLEN S.A. of each such event and of the steps undertaken to restore the correctness of such representations.

2.3  In the event of breach of the obligations set forth in Clause 2.1, ORLEN S.A. shall be entitled to terminate the Agreement due to the fault of the Seller and to recover any damages related thereto.

2.4  In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, ORLEN S.A. shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), ORLEN S.A. shall be entitled to recover any damages related to such restrictions, sanctions or limitations.

**VAT CALUSE**

1. The Seller obliges to maintain the status of active VAT payer at least to the date of issued the last invoice for the Company. If the Seller is removed from the VAT register for reasons specified in the VAT Act, the Seller shall promptly notify ORLEN of such removal. If the Seller fails to notify ORLEN of it, the provisions of section 2 below shall apply as appropriate, except when the Seller, within 30 days of becoming aware of aforementioned removal, provides ORLEN with documents confirming that it has been registered back as a VAT payer.

2. The Seller guarantees and is liable for correctness of applied VAT rates which means that should ORLEN S.A. right to settle the input VAT be challenged by tax authorities on the basis of the regulations according to which a given transaction is not subject to VAT or is exempt from VAT, the Seller – upon a written request of the ORLEN S.A. and within the time limit indicated in such request – shall correct the invoice properly and reimburse to the ORLEN S.A. the resulting difference within 21 days from the date of the receipt of this request. If the Seller refuses to issue a corrective invoice, the Seller shall return to the ORLEN S.A. an equivalent of the VAT paid as questioned by Tax Authorities on the basis of a debit note issued by the ORLEN S.A. within 21 days from issuance of such note. In any case, the Seller shall also return to the ORLEN S.A. an equivalent amount of sanctions, penalties, interest and other additional charges incurred by the ORLEN S.A. or charged by Tax Authorities, under the same conditions as specified in the foregoing sentence. The above provisions shall be also applied accordingly if ORLEN S.A. applies the VAT rate indicated by the Seller on the invoices documenting the delivery of goods to ORLEN S.A. for the sale of goods, and then it is disputed by the tax authorities. The Parties agree that the obligation described in this paragraph 2 applies regardless of the termination, expiry or repeal or nullification of the legal effects of the Agreement.

**LARGE ENTERPRENEUR CLAUSE**

Pursuant to the provisions of article 4c of the polish act, dated 8 march 2013, on counteracting excessive late payments in commercial transactions, ORLEN S.A. declares that it has a status of a large entrepreneur.

**CLAUSE CONFIRMING THAT THE SELLER IS REGISTERED FOR THE VAT PURPOSES FROM THE ADDED VALUE**

*The clause is applied to the Purchase Order/ Agreement with the Seller that has the registered office on the territory of a Member States of the UE other than the territory of Poland.*

*Poniższa treść pod treścią o informacji, ze ORLEN jest dużym przedsiębiorcą.*

The Contractor declares that it is registered for the purposes of value added tax (VAT) in the territory of ... [*wpisujemy jego NIP*] under the following VAT-EU number …..

**SPLIT PAYMENT**

1. Contractual payment shall be made in the split payment mechanism referred to in the VAT Act of 11 March 2004 only to the bank account (indicated by the Seller) listed in a VAT taxpayer register kept by an appropriate authority (so-called: White List). It applies both PLN and foreign currency bank accounts.

2. If the payment cannot be made in the manner indicated in clause 1 above due to:

(i) the lack of the bank account number (indicated by the Seller) on the White List or

(ii) the Seller's failure to indicate the bank account number in PLN listed on the White List for the payment of part of the gross price corresponding to VAT (applicable to cases where the Seller has indicated the bank account in a foreign currency for the payment of the net price),

ORLEN S.A. shall be entitled to withhold the payment (for the Seller) of respectively: remuneration (in the case referred to in point (i) above) or the part of remuneration corresponding to VAT (in the case referred to in point (ii) above).

3. In the case indicated in clause 2 above the payment shall be made within 7 working days from (respectively): the day following the day in which the Seller informs ORLEN S.A. about the appearance of its bank account number on the White List (in the case referred to in clause 2 point (i) above) or the day following the day of indication by the Seller to ORLEN S.A. the bank account number in PLN listed on the White List (in the case referred to in clause 2 point (ii) above).

4. The Parties agree that the occurrence of the circumstances referred to in clause 2 above releases ORLEN S.A. from the obligation to pay default interest for the period between the payment date specified in the Purchase Order and the date of the payments referred to in clause 3 above made by ORLEN S.A. to the Seller.