

APPENDIX 4 TO INSTRUCTION TO BIDDERS
- NDA - TEMPLATE

IN THE PROCUREMENT PROCEDURE FOR:

EPCC contract for the execution of the Waste-to-Hydrogen Complex in Płock
PART I

STAGE I.1 – PRESELECTION OF THE BIDDERS

Płock, [*]. [***].2026**

INFORMATION PROTECTION AGREEMENT

Concluded by and between:

ORLEN Spółka Akcyjna with its registered office in Płock at Chemików 7 street, 09-411 Płock, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the City of Łódź Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS No. 0000028860, with share capital of PLN 1 451 177 561,25, fully paid up, NIP 774-00-01-454, BDO: 000007103, hereinafter referred to as the "**ORLEN**", represented by:

_____ as: _____

_____ as: _____

authorised jointly to represent ORLEN in accordance with the printout corresponding to the current excerpt from the register of entrepreneurs of the National Court Register for ORLEN presented when signing this Agreement and/or under the presented powers of attorney,

and

[name of the company] with its registered office in [place (code)] at [***] street, entered in the register under number [***], with share capital of [***], Tax Identification Number [***], hereinafter referred to as the "**Bidder**" represented by:

_____ as: _____

_____ as: _____

authorised jointly to represent the Bidder in accordance with the printout corresponding to the current excerpt from the register for the Bidder presented when signing this Agreement and/or under the presented powers of attorney.

(in the event of natural persons running business)

[name and surname], residing in [place (code)] street [***], **running business under the name [***]** in [place] at [***] street, based on an entry in the Central Register and Information on Economic Activity, using Tax Identification Number [***], hereinafter referred to as the "**Bidder**", operating at this action in person / by proxy in the person of [***].

ORLEN and the Bidder may be hereinafter referred to jointly as the "**Parties**" or each individually as the "**Party**".

Whereas:

ORLEN conducts a bidding process for "EPCC contract for the execution of the Waste-to-Hydrogen Complex in Plock" - Part I and Part II (hereinafter referred to as "**Process**"). In the course of conducting of the Process, in order to enable the Bidder to prepare and present the offer for ORLEN, disclosure of information will occur, which transfer, disclosure or use may infringe interests of ORLEN. The Parties undertake to conclude this Information Protection Agreement (hereinafter referred to as the "**Agreement**") in order to stipulate the terms and conditions under which ORLEN may make information available during the Process. Now, therefore, the Parties agree as follows:

Article 1

1. The Bidder agrees to maintain confidentiality of information provided directly or indirectly by ORLEN (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Bidder in any other way during the Process, *inter alia* in connection with conclusion and performance of this Agreement, if such information relates directly or indirectly to ORLEN, companies of ORLEN's Group or their counterparts/contractors, including the contents hereof, in particular 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 ORLEN, 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 ORLEN or on its behalf or otherwise obtained by the Bidder during the Process, including negotiating and discussions in the course of the Process, which 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, ORLEN shall determine in writing or in electronic form different nature of such information from the specified above.
2. The Business Secrets do not constitute information which upon disclosure thereof is already commonly known, and its disclosure has been made by ORLEN or with its consent or in a way other than through an illegal or inconsistent with any agreement action or omission, subject to the following.

The detailed information is not subject to the above exclusion, only and exclusively due to the fact that it is part of more general commonly known information. In addition, any combination of characteristic features does not fall within the above exclusion, only and exclusively due to the fact that the unit features contained therein are commonly known - with reference to the combination of the characteristic features. This exclusion is applicable only and exclusively on the condition that the combination of the features as the entirety is commonly known.

3. As commitment to maintain the confidentiality of Business Secrets, the Parties understand the prohibition to use the Business Secrets for a purpose other than for the needs of the Process and a prohibition to disclose, including to provide the Business Secrets in any way whatsoever and to any third parties, except the following situations:
 - 3.1. disclosure, including provision of the Business Secrets, to staff members of the Bidder or to other persons, including in particular to advisers, affiliates (i.e. any entity that directly or indirectly, through one or more intermediaries, controls the Bidder, is controlled by the Bidder, or is under common control with the Bidder, for so long as such control exists. The aforementioned control means direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or more than fifty percent (50%) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions) or subcontractors, is necessary for the purposes of the Process, and such

persons have been obligated by the Bidder in writing to protect the Business Secrets on the conditions at least such as specified herein or

- 3.2. the Bidder has been obliged to disclose information constituting the Business Secrets by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Bidder shall immediately inform ORLEN in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, ORLEN'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
- 3.3. ORLEN has expressed its written consent to Bidder's disclosure or use of the information constituting Business Secrets for a specific purpose, in manner indicated by ORLEN.
4. The Bidder 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 Agreement and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Bidder shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance of the Process. The Bidder shall immediately notify ORLEN of any violation of protection rules or unauthorised disclosure or use of the Business Secrets.
5. The Bidder shall be fully responsible and liable for actions or omissions of persons who have obtained access to the Business Secrets on the basis of section 3.1. and section 3.3. hereof, including the responsibility and liability referred to in section 8 below. At the request of ORLEN, the Bidder shall, within a period not longer than five days, send to ORLEN a list of persons and entities that have been provided by the Bidder 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 the Business Secrets shall be in force during the Process and the term hereof, as well as for 10 years after the end of the Process or after termination, expiry or cancellation or impairment of its legal effects of the Agreement (whichever takes place later). 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 ORLEN or based on the specific provisions of the law, ORLEN shall notify the Bidder in writing of protection period extension for an additional period, indicated by ORLEN (but not more than 10 years), to which the Bidder hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 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 5 working days after the expiry of the protection period referred to in section 6 above or at each request of ORLEN, the Bidder and any persons to whom the Bidder has disclosed the Business Secrets shall return to ORLEN or destroy all materials composing the Business Secrets. The aforementioned obligation shall not concern any information whose processing is necessary to perform the obligations under mandatory provisions of law or to handle, pursue and defend claims arising from this Agreement or with reference to backups in IT systems, which have been made in accordance with routine automated processes of the Bidder, on the condition of proper protection of such backups in line herewith and hand-over of a relevant declaration on the scope of information left for the above purposes. Notwithstanding the foregoing, any and all such backups retained shall still be subject to the provisions concerning confidentiality specified herein, and the backups in IT systems shall be removed in accordance with routine automated processes of the Bidder but not later than within 1 year after the period indicated in section 6 above.

8. In the event of unauthorised use, disclosure, including transfer by the Bidder of the Business Secrets or any other breach of the Agreement, ORLEN shall be entitled to request the Bidder to pay a contractual penalty in the amount of PLN 100 000,00 (in words: one hundred thousand zlotys 00/100) for each case. Payment of the contractual penalty specified above shall not limit the right of ORLEN to claim from the Bidder 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 ORLEN 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 Bidder with access to, or to transfer to the Bidder personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Bidder shall be obliged to conclude with ORLEN 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 Bidder with access to, or transfer to the Bidder, in any form, information composing the Company Secrets of ORLEN, understood as the sensitive type of the Business Secrets of ORLEN, which was subject to specific actions specified in internal acts of ORLEN in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of ORLEN, the Bidder shall immediately conclude with the ORLEN, before receiving and processing such information, an amendment to this Agreement, compliant with the internal acts of ORLEN, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN.
11. For the avoidance of doubt, the Parties confirm that the Bidder, beside its obligations under this Agreement, 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 Bidder is obliged to fulfil, on behalf of ORLEN as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Agreement with ORLEN, the information obligation towards natural persons employed by the Bidder or cooperating with the Bidder in the course of conclusion or performance of this Agreement, including members of bodies, proxies, representative of the Bidder without regard to the legal grounds of the cooperation, whose personal data were made available to ORLEN by the Bidder in connection with the conclusion or performance of this Agreement. The above obligation should be met by means of providing the persons with the information clause constituting Appendix no. 1 to this Agreement, with simultaneous compliance with the accountability principle.

Article 2

Any disputes arising in relation to the conclusion or performance of this Agreement shall be resolved by the court competent for the registered office of ORLEN.

Article 3

Any amendments hereto shall require written form under pain of nullity.

Article 4

The Parties select the Polish law as applicable to this Agreement.

Article 5

This Agreement shall enter into force on the date of its signing and remains effective for a period of 2 years from the date of its signing.

Article 6

The Parties hereby agree that the appendixes hereto shall constitute an integral part of the Agreement, i.e.:

Appendix No. 1: Information clause for a Contractor how is a natural person or conducting business activity, including a partner in a civil law partnership

Appendix No. 2: Information clause for persons representing the Contractor , designated for contact or cooperating with the Contractor in the conclusion and performance of contracts with ORLEN S.A.

Appendix No. 3: Information note regarding disclosure requirements of public company.

On behalf and for the ORLEN:

On behalf and for the Bidder:

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Appendix 1

INFORMATION CLAUSE

for a Contractor¹ who is a natural person or conducting business activity, including a partner in a civil law partnership

Who is the controller of your personal data?

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

How can you contact the Data Protection Officer?

You can write to the email 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:

- first and last name,
- contact details (address, phone number, email),
- PESEL or NIP number,
- data regarding business activity,
- data from public registers (KRS, CEIDG),
- data concerning legal and financial status,
- other data necessary for contract execution.

For what purpose do we process the data?

Data is processed in order to:

- establish cooperation, conclude and perform a contract,
- fulfill legal obligations (e.g., tax, accounting, anti-money laundering, anti-fraud and anti-corruption),
- verify data and contractor credibility,
- ensure security and high ethical standards,
- conduct correspondence and business contacts,
- analyze cooperation and development opportunities,
- pursue and defend claims,
- conduct marketing of ORLEN S.A. products and services.

On what legal basis do we process the data?

- conclusion and performance of a contract (Art. 6(1)(b) GDPR),
- legal obligations (Art. 6(1)(c) GDPR),
- legitimate interest of ORLEN S.A. (Art. 6(1)(f) GDPR).

Where do we obtain your data from?

The data was provided directly by you or comes from public registers (KRS, CEIDG), websites, or entities providing information services to ORLEN S.A.

Who may have access to your data?

Data may be shared with:

- companies within the ORLEN Group,
- entities cooperating in the performance of the contract,

¹ Bidder/Service Provider

- companies providing IT, advisory, legal, debt collection, archiving, security, invoicing, and correspondence delivery services.

Is providing data mandatory?

Providing data is voluntary but necessary for concluding and performing the contract and for the purposes listed above.

How long do we process the data?

Data is processed for the duration of the contract and after its termination – for the period required by law or until claims expire. If processed based on legitimate interest – until it is fulfilled or an effective objection is raised.

What are your rights?

You have the right to:

- access your data,
- rectify, delete, or restrict processing,
- data portability,
- object (if 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

Appendix 2

INFORMATION CLAUSE

for persons representing the Contractor², designated for contact or cooperating with the Contractor 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.

² Bidder/Contractor/Service Provider/Supplier

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

Appendix 3

INFORMATION NOTE Regarding disclosure requirements of public company

ORLEN S.A. is subject to disclosure requirements towards capital market, regulated by the 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 with changes („MAR Regulation”).

Accordingly, in applying the provisions of the above Regulation:

1. ORLEN S.A. informs the other party of the agreement about the intention of publishing the information regarding the agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.
2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.