

Confidentiality rules and exchange clause

1. The Contractor undertakes to maintain the confidentiality of any information provided, whether directly or not, by the Ordering Party (in any way, shape, or form, and in particular orally, in writing, electronically) as well as any information obtained by the Contractor in other ways during their cooperation, including in connection with the conclusion and performance of the Contract, which relates, directly or indirectly, to the Ordering Party, companies from the Ordering Party's Corporate Group or their counterparties, including the content of the Agreement. The Parties agree that any and all technical, technological, organizational or other information of commercial value which is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question and with regard to which the Ordering Party, as an entity authorized to use and dispose the above-mentioned information, has taken action, while exercising due diligence, to keep it confidential, transferred by the Ordering Party or on its behalf or obtained by the Contractor in a different way during the negotiation, conclusion and performance of the Agreement, shall be treated as a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on Combating Unfair Competition (Dz. U. [Polish Journal of Laws] of 2020, item 1913, as amended, hereinafter: "Trade Secret"), unless the disclosing party specifies, in writing or electronically, a different nature of such information than the one described above upon its provision.
2. The obligation to keep the information referred to in section 1 above secret shall be understood by the Parties as a prohibition against using, disclosing and transferring such information in any way, shape or form and to any third parties whatsoever, except for the following situations:
 - a) the disclosure or use of the information is necessary for the proper performance of the Agreement and conforms with the Agreement, or
 - b) at the time of disclosure, the information is already publicly available and its disclosure has been effected by, or with consent of, the Ordering Party or in a manner other than through an act or omission contrary to the law or any agreement, or
 - c) The Contractor was required to disclose information by a court of law or a competent authority or in the case of a legal obligation of such disclosure, provided that the Contractor immediately informs the Ordering Party in writing of the requirements and the scope of disclosure, and also takes into account, as far as possible, the recommendations of the Ordering Party concerning the disclosure of such information, in particular as regards filing a request for exclusion of transparency, contesting, appealing or taking another equivalent legal remedy, and informs the court or competent authority of the protected nature of the information, or
 - d) The Ordering Party has given its written consent to the Contractor to disclose or use the information for a particular purpose and in a manner indicated by the Ordering Party.
3. The Contractor shall use precautions and procedures which are appropriate and sufficient to ensure the safe processing of the Trade Secret in accordance with the Agreement and the law to prevent any unauthorized use, transfer or disclosure of such information or access thereto. The Contractor shall not, in particular, copy or record the Trade Secret if

this is not justified by proper performance of the Agreement by the Contractor. The Contractor is obliged to immediately notify the Ordering Party of any breaches of the rules of protection or unauthorized disclosure or use of the Trade Secret processed in connection with the performance of the Agreement.

4. The obligation to keep information secret as referred to in section 1 above shall also be binding upon the staff members of the Contractor and other persons, including, in particular, auditors, consultants and subcontractors to whom the Contractor makes such information available. The Contractor shall be obliged to commit the above-mentioned persons in writing to protect the Trade Secret on terms and conditions at least such as defined herein. The Contractor shall be fully responsible and liable for actions or omissions of all persons who have obtained access to the Trade Secret, and it shall assume the responsibility and liability referred to in section 8.
5. Whenever required by the Ordering Party, the Contractor shall be obliged to send to the Ordering Party, not later than within 5 days, a list of persons and entities that have gained access to the Trade Secret through the Contractor. Failure to satisfy the obligation referred to in this section shall be treated as unauthorized disclosure of the Trade Secret resulting in the liability referred to in section 8.
6. The obligation to maintain the confidentiality of information shall be binding during the term hereof, as well as for a period of 10 years after its termination, expiration or cancellation or nullification of legal effects. If, despite the expiry of the period of protection of the Trade Secret indicated in the previous sentence, the information is still subject to protection on the basis of internal regulations or decisions of the Ordering Party or based on special provisions of law, the Ordering Party shall notify the Contractor in writing of the extension of the period of protection by an additional period indicated by the Ordering Party (which shall not exceed 10 years), which the Contractor hereby accepts. The notification referred to in the foregoing sentence shall take place before expiry of the 10-year period of protection referred to in the first sentence of this section but not later than 10 business days before the end of validity of the above-mentioned obligation. The Parties mutually agree that the obligation described in this section shall apply irrespective of any termination, expiration or cancellation or nullification of the legal effects hereof.
7. Not later than within 3 working days after expiry of the protection period referred to in section 6 above, the Contractor together with all persons to whom the Contractor has provided the Trade Secret shall be obliged to destroy or return any and all materials containing it to the Ordering Party.
8. In the event of unauthorized use, provision or disclosure of the Trade Secret by the Contractor, the Ordering Party shall be entitled to demand payment of the contractual penalty from the Contractor in the amount of PLN 25,000 (say: twenty thousand zloty) for each and every case of unauthorized use, provision or disclosure of the above-mentioned information. Payment of the contractual penalty specified above shall not limit the right of the Ordering Party to claim compensation from the Contractor on general terms if the amount of damage/loss suffered should exceed the amount of contractual penalty stipulated herein. This shall not exclude in any way other sanctions and rights of the Ordering Party specified in the legislation, including in the Act of 16 April 1993 on Combating Unfair Competition (uniform text: Dz.U. [Polish Journal of Laws] of 2020, item 1913, as amended).
9. In the event when during the performance of the Agreement there is a necessity to access or provide to the Contractor, in any form whatsoever, information being the Trade Secret of ORLEN Południe S.A. understood as a specially protected type of Trade Secret of the

Ordering Party on which specific actions set out in internal acts of the Ordering Party have been taken in order to keep it secret and the use, provision or disclosure of which to an unauthorized person significantly threatens or violates the interests of the Ordering Party, the Contractor shall immediately conclude, before receipt and start of processing of such information, an annex to this Agreement with the Ordering Party, in accordance with the internal acts of the Ordering Party and corresponding to the terms negotiated between the Parties, on the terms and conditions for the protection of Trade Secret of ORLEN Południe S.A., whereby the Parties shall include in the contents of the annex an entry, according to which in case of unauthorized use, provision or disclosure of the Trade Secret by the Contractor the Ordering Party is entitled to demand payment of the contractual penalty from the Contractor in the amount PLN 25,000.00 (say: twenty-five thousand zlotys) for each and every case of unauthorized use, provision or disclosure of the above-mentioned information and that the payment of the contractual penalty specified above shall not limit the right of the Ordering Party to claim compensation on general terms from the Contractor if the amount of damage/loss suffered exceeds the amount of the contractual penalty reserved herein.

10. For the avoidance of any doubt, the Parties confirm that the Contractor, irrespective of the obligations stipulated herein, shall also comply with additional requirements concerning protection of specific types of information (e.g. personal data, confidential information) arising from the applicable legal regulations.