

METHANOL SPOT SUPPLY CONTRACT

No.

concluded on between the entities:

ORLEN Południe S.A., ul. Fabryczna 22, 32-540 Trzebinia, entered into the National Court Register kept by the District Court for Kraków-Śródmieście, the 12th Commercial Division under the number: 0000125856, NIP: 628KRS -00-00-977, REGON: 272696025, BDO 000007910, share capital / paid-in capital: PLN 271.623.180,00

hereinafter referred to as **the "Buyer"**, represented by:

1.

2.

a

.....

hereinafter referred to as the **"Seller"**, represented by:

1.

2.

The **Buyer** and the **Seller** are sometimes referred to as a **"Party"**, and collectively as the **"Parties"**.

The parties conclude a **Contract** with the following content:

Definitions

§1

In this **Contract**, unless the context indicates otherwise, the following terms will have the meanings set forth below:

Parties - means the **Buyer** and **Seller** as **Parties** to the **Contract** together or separately, respectively



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Contract - means this framework contract together with the annexes forming its integral part

Goods - means methanol with CN code 29051100 in accordance with the quality requirements specified in Annex No. 1 to the Contract.

Term of delivery - will be specified in this **Contract**.

Period of settlement - a period of 1 (in words: one) calendar month in which deliveries will be made.

Order - means the monthly schedule with the number assigned by the **Buyer's** SAP system, prepared on the basis of and under the conditions specified in the offer submitted by the **Seller**

Subject matter and period of the **Contract**

§2

1. The Agreement is concluded as a result of the CONNECT central Procurement Procedure no:

.....

2. The subject of the **Contract** is the establishment of the terms and conditions of delivery of the **Goods** by the **Seller** to the **Buyer's** plant, located in Trzebinia, Małopolskie Voivodeship, Poland on the terms and conditions specified in the **Contract**.

3. The **Seller** agrees to deliver the ordered **Goods** and the **Buyer** agrees to receive the delivered **Goods** in accordance with the order and to pay the amount due in accordance with the terms of this **Contract**.

4. The technical parameters of the supplied methanol will be in accordance with the current specifications, as specified in Annex No. 1 to this **Contract**.

5. The **Seller** declares that it has familiarized itself with the provisions of REGULATION (EC) No. 1907/2006 of the European Parliament and of the Council of December 18, 2006 - REACH and, consequently, undertakes to deliver to the **Buyer** on its own the substances that are part of the preparation or contained in the composition of the Goods (if they are expected to be released according to standard conditions or under conditions that can be reasonably foreseen) for which all the requirements of the aforementioned Regulation have been met.

6. The **Seller** declares that the substances self-supplied, as part of the preparation or included in the composition of the **Goods**, have been pre-registered or registered in accordance with the applicable procedure set forth in the REACH Regulation by the **Seller** or the **Seller's** sole representative, manufacturer or importer, being upstream links in the supply chain. The **Seller** shall inform the **Buyer** that the substances constituting the subject matter of this **Contract** have been subject to registration in accordance with the REACH Regulation by: **Seller**, **Seller's** exclusive representative, manufacturer or importer that are upstream links in the supply chain. Moreover, the **Seller** confirms that the uses of



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the **Buyer's** substance will be included among the identified uses in the registration documents submitted to the European Chemicals Agency.

7. In the event of a violation of the REACH Regulation, the **Seller** shall also undertake to remedy the damages incurred by the **Buyer** as a result of such violation, and the **Buyer** shall have the right:

(a) to return **Goods** that do not meet the requirements of the aforementioned regulation at the **Seller's** expense;

(b) to demand a refund of the price paid together with statutory interest calculated from the date the **Buyer** made the payment until the date the amount is returned by the **Seller**;

(c) to impose an obligation on the **Seller** to reimburse any expenses, costs, penalties, or any other payments charged by the competent authorities and incurred by the **Buyer**, due to the **Seller's** violation of the REACH Regulation;

(d) to demand that the **Seller** repair any damage suffered by the **Buyer** in connection with the **Seller's** failure to comply with the REACH Regulation.

8. Estimated maximum value of the Contract is EUR net.

Price

§3

1. For methanol deliveries in the period from to December The **Parties** agree on the price of the **Goods**:

1) Price = [ECP + D + T] EUR/ton if transported by rail,

2) Price = [ECP + D + T] EUR/ton if transported by tanker truck,

where:

D - Discount expressed in % / FCA discount [EUR/t]

T - Transport cost [EUR/t]

ECP - European Quarterly Contract Price for methanol, the price of methanol based on Rotterdam methanol quotes published by ICIS Pricing, fixed price in a given quarter, expressed in EUR per metric tonne

2. To the price determined in accordance with paragraph 1 there will be added the goods and services tax (VAT) at the rates in effect on the date of issuing the invoice

3. The price in paragraph 1 above is given on the basis of DDP Trzebinia INCOTERMS 2020.

4. Ultimately, the unit price as well as the value of the **Goods** will be rounded to the second decimal place.

Delivery Schedule, Deadline and Terms of Delivery

§4

1. The **Parties** agree that the subject matter of the **Contract** is the supply of **Goods** in the amount of ... tons +/- 30 %
2. A tolerance of +/- 30 % remains at the **Buyer's** option.
3. Rail deliveries of methanol to the **Buyer** will be carried out by the **Seller**, according to monthly schedules under the terms of DDP Trzebinia (according to INCOTERMS 2020 rules). The **Seller** guarantees delivery of each agreed delivery of methanol by rail on the agreed date with a tolerance of +/- 2 days.
4. For rail deliveries, monthly delivery schedules will be submitted by the **Buyer** to the **Seller** by the 15th of the month preceding the month of delivery. Methanol will be delivered to the **Buyer** in railroad tank cars, which the **Seller** will hold the legal title to use.
5. The volume of a single rail delivery will be in the range of ... - ... t +/- 5%.
6. In the event of a delay in rail delivery exceeding 2 days from the confirmed date, the **Seller** shall be obliged to make deliveries by tank cars until the arrival of the rail depot, in which case the Buyer shall pay for the Goods delivered by tank cars the price specified in § 3.1.2 of this Contract.
7. The **Buyer** agrees to unload methanol delivered by rail into storage tanks within ... days of delivery.
8. Deliveries of methanol will be carried out by rail tank wagons provided by the **Seller**, equipped with 100/150 mm diameter spigots and a DN50 gas shuttle, suitable for the transportation of methanol. In the case of methanol deliveries by road tankers, road tankers must be equipped with a euro spigot connector MK80 and gas shuttle with euro connector MK50 end and must also be suitable for transportation of methanol. If the tankers do not have a gas shuttle or it is inoperative, the **Buyer** has the right to refuse to accept such **Goods** for safety reasons. However, if the **Buyer** undertakes to empty an inoperative tanker, the **Seller** shall pay the amount of PLN 5,000 per such tanker as reimbursement for the costs of the operation carried out.
9. The **Buyer** reserves the right to purchase methanol in tanker trucks off-schedule at any time during the term of the **Contract**. In such case, for the **Goods** delivered by tanker trucks, the **Buyer** shall pay the price specified in § 3 paragraph 1 item 2 of this **Contract**. Deliveries will be carried out within a period of not more than 5 calendar days from the date of call by email, after mutual acceptance of the set deadline.
10. The **Parties** shall designate the following representatives for the purpose of arranging the details of deliveries, submission of complaints and notifications referenced in paragraph above:
for the **Buyer**:
Karol Gorzelnik.: +48 785 040 106
e-mail: karol.gorzelnik@orlen.pl
Marta Stębowska +48 695 982 008
e-mail: Marta.Stepowska@orlen.pl

for the **Seller**:
e-mail: ...



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Changing the above data does not require an amendment to the **Contract**, a written indication of the new data is sufficient.

Payment terms

§5

1. The **Buyer** shall make payment by bank transfer on the basis of the original invoice within ... days from the date of delivery of methanol to the **Buyer's** railroad siding in Trzebinia, provided that the methanol is delivered under the terms and conditions specified in the said **Contract** together with the required documents, i.e. certificate of analysis of the methanol batch in question, bill of lading

2. Payment will be made by bank transfer to following **Seller** bank account no:

.....
The date of payment shall be considered by the **Parties** as the date of effective debiting of the **Buyer's** bank account. If payment is delayed beyond the agreed ... days, the **Seller** has the right to charge the **Buyer** interest at the statutory rate.

3. The **Buyer** reserves the right to deduct the payment resulting from each **Seller's** invoice due from the Seller for non-performance or improper performance of the **Contract**, including contractual penalties under the provisions of this **Contract**, which requires the issuance of an appropriate adjustment note.

4. If the **Seller** needs to issue an adjusted invoice, payment must be made within 30 (thirty) days. The due date for payment of the invoice adjustment shall be 30 days from the date of receipt of the correctly prepared invoice adjustment, but the date indicated shall not be earlier than the payment date of the original/main invoice.

5. The **Parties** declare that they are active VAT taxpayers and confirm that they are not in arrears with payments to the Social Insurance Institution and the Tax Office. Moreover, the **Parties** confirm that their companies have not declared bankruptcy.

The **Buyer** declares that it has a tax identification number: 6280000977

The **Seller** declares that it has a tax identification number:

The **Seller** may not, without the consent of the **Buyer**, transfer (assign) to a third party any receivables including obligations to pay remuneration for the services provided for in this **Contract**. The **Buyer** may agree, at the written request of the Seller, to assign receivables relating to remuneration under this **Contract** to a third party.

6. The filing of a complaint withholds payment until the date the complaint is reviewed by the **Seller**.

7. Banking costs at the **Buyer's** bank are paid by the **Buyer**. Banking costs at the **Seller's** bank are paid by the **Seller**.

8. The **Seller** is obliged to indicate the **Contract** number and the Order number on the invoice. The aforementioned information is absolutely required by the **Buyer**.



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9. The original invoice including the necessary attachments, shall be sent electronically as a single PDF file to: efaktura@orlen.pl, in accordance with the terms of the mutually signed Electronic Invoice Transmission Agreement.
10. The payment under the **Contract** shall be made under the split payment mechanism referred to in the Law on Tax on Goods and Services of March 11, 2004 (i.e. Journal of Laws of 2020, item 106, as amended), exclusively to the bank account indicated by the **Seller** that is included in the list of VAT taxpayers maintained by the competent administrative authority (the so-called White List).
11. In the event of inability to make payment in the manner indicated in paragraph 11 above due to the absence on the White List of the bank account number indicated by the **Seller**, ORLEN Południe S.A. shall be entitled to withhold payment to the **Seller** of the remuneration
12. In the situation indicated in paragraph 11 above, payment shall be made no later than within 7 business days from the day following the **Seller's** communication to ORLEN Południe S.A. of the appearance of its bank account number on the White List.
13. The **Parties** agree that the occurrence of the circumstances referred to in paragraph 11 above relieves ORLEN Południe S.A. of the obligation to pay interest on arrears for the period between the payment date set in the **Contract** and the date on which ORLEN Południe S.A. makes the payments referred to in paragraph 12 above to the **Seller**.
14. Acting on the basis of Article 4c of the Act of March 8, 2013 on Prevention of Excessive Delays in Commercial Transactions (Journal of Laws of 2019, item 118, as amended), ORLEN Południe S.A. declares that it has the status of a large enterprise.

Quality testing and complaints

§6

1. The **Seller** sells the Goods by their own weight. The **Buyer** will perform check weighing of each delivery on its scales. The difference in weight for methanol batches up to 0.5% will be considered by the **Parties** as natural losses.
2. If there is a discrepancy of more than 0.5% between the weight declared by the **Seller** and that found by the **Buyer**, the **Buyer** shall notify the **Seller** within 30 days from the date of delivery. Unless the **Parties** agree on an amicable settlement of such a complaint, the **Buyer** shall have the right to appoint an independent inspector from SGS Polska to examine the weight. The result from the check weighing conducted by an independent inspector will be final and binding on the parties. The costs of such check-weighing shall be borne by the **party** whose claim is challenged by such weighing.
3. The quality of methanol supplied under this **Contract** must each time meet the quality specifications set forth in Annex No. 1 to this **Contract**. Any deviation from the required parameters may be permitted only with the prior written consent of the **Buyer**.
4. In the event that the methanol has quality defects that are clearly visible or have been discovered before the unloading of the methanol batch in question, the **Buyer** shall refrain from unloading, notifying the **Seller** by telephone and in writing. Such notification will be treated as a formal complaint.
5. The **Buyer** shall take samples of the **Goods** from each rail tanker/tank car and store them closed and in appropriate conditions until the **Goods** are consumed at the **Buyer's** installation. If the quality of the **Goods** is questioned, these samples are the basis for a claim. In the case of defects other than



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those specified in paragraph 4, the **Buyer** shall continue unloading, however, if the process is found to be less efficient and the amount of methanol added increases, the **Buyer**, choosing an independent laboratory, e.g., Polcargo, SGS, Hamilton, shall have the right to carry out a quality expertise of the methanol remaining in stock in the tank at the **Buyer** and coming from earlier deliveries. The cost of performing analyses at an independent laboratory shall be borne by the **Party** losing the dispute.

6. If the delivered **Goods** do not meet the parameters of the quality specifications set forth in Annex No. 1 to this **Contract**, the **Buyer** may, notwithstanding its other rights under this **Contract**, at its option, demand:

- a) re-delivery of the **Goods** in the quantity corresponding to the defective part of the **Goods**; transportation costs associated with the withdrawal of the defective **Goods** and delivery of the defect-free **Goods** shall be borne by the **Seller**. Replacement of the **Goods** will take place within 21 days from the date of filing a quality complaint,
- b) reduction of the price in accordance with the value of the defective **Goods**,
- c) refuse to accept the entire batch of **Goods** in which a defect has been found, with a waiver of the obligation to pay the price for that batch.

Force Majeure

§7

1. The **Parties** shall not bear the consequences of partial or total failure to perform their obligations under this **Contract** due to Force Majeure.

2. Force Majeure shall be deemed to be events that cannot be foreseen at the time of the conclusion of the **Contract** or prevented and that are beyond the control of either Party, in particular: war, internal disturbances, floods and other natural disasters, government restrictions or orders or other acts of state authority and administration, excluding changes in the regulations governing the trade in bio-components, general strikes officially recognized by trade unions.

3. The **Party** that is unable to fulfill its obligations due to Force Majeure shall, no later than within 7 (in words: seven) days, notify the other **Party** of this fact and provide credible evidence thereof. When the action of Force Majeure ceases, the other **Party** shall be notified immediately.

4. Failure to comply with the above requirement will result in forfeiture of rights to invoke the occurrence of Force Majeure.

Due diligence in the execution of the **Contract**

§8

1. The **Parties** to this **Contract** declare that their cooperation will be based on the principles of loyalty, ensuring mutual fulfillment of contractual obligations, and that they will take into account any changes in external conditions.



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2. If any difficulties arise for one of the **Parties** to the **Contract** during the duration and execution of this **Contract** which, taking into account the interests of both Parties, may prove insurmountable, the **Parties** shall make every effort to reach an amicable solution.
3. In the event of serious technical failures preventing the shipment or receipt of methanol, the **Parties** will immediately inform each other. Within 2 working days at the latest, the **Parties** will agree on how to minimize the resulting negative consequences for both Parties, taking into account the difficulties that have arisen and the legitimate interests of each Party.
4. Independently, the **Parties** provide for contractual penalties in the following cases:
- a) in case of delay of railroad delivery beyond the tolerance specified in § 4 item 3 in the amount of 5% of the value of the delayed net delivery for each day of delay payable by the **Seller** to the **Buyer**, unless **Seller** arranged alternative deliveries by trucks.
 - b) in case of non-delivery, in the amount of 10% of the value of the non-delivered **Goods**, whereby the **Buyer** may claim compensation for documented losses incurred as a result of non-delivery
 - c) in the event of withdrawal from the **Contract** or termination of the **Contract** without notice through the fault of the **Seller** in the amount of 10% of the net contract value.
5. The **Buyer** is entitled to claim damages in excess of the penalties reserved.
6. The **Parties** have agreed on the following Key Performance Indicators ("KPIs") to measure the level of quality of supplies billed on a monthly basis:
- a) Indicator "on-time deliveries" - the number of deliveries by road/rail transport made within the required time in relation to the agreed delivery schedule.
 - b) "Quality of **Goods**" - the quantity of **Goods** in m3 delivered in accordance with the quality requirements set forth in the **Contract**, divided by the total quantity of m3 of Product inspected by the **Buyer** in a given month in accordance with the rules set forth in §6.
- The **Parties** unanimously agree to a system of monthly quality assessment in accordance with KPIs. The system depends on the performance of individual indicators expressed in % according to the following model: KPI value:
- a) on-time delivery > 97%
 - b) product quality > 97%
7. The **Seller** is informed of the KPIs after each month. The KPI provisions are experimental and have no legal consequences for the Parties.

Term of the **Contract**

§9

1. This **Contract** shall enter into force as of the date of its signing, effective as of and shall remain in force until



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2. The **Parties** are entitled to terminate this **Contract** by giving 1 month's notice effective at the end of the calendar month
3. The **Buyer** is entitled to terminate the **Contract** without notice for the reasons specified in the Civil Code and without further notice in the following cases:
 - a) twice delivery of **Goods**, the quality of which will not comply with the terms of this **Contract**,
 - b) a delay in delivery exceeding 5 calendar days that caused a production stoppage at the **Buyer's** Plant and was not the result of the **Buyer's** actions or inactions.
4. The **Parties** are authorized to terminate the **Contract** in the event of a change in the regulations governing the biofuel market in Poland, within one month from the entry into force of the amended regulations.

Applicable law and arbitration

§10

1. This **Contract** shall be governed by Polish law to the exclusion of the application of the Vienna Convention on the International Sale of Goods.
2. Any disputes arising out of or in connection with this **Contract** shall be settled by a common court having jurisdiction over the **Buyer's** registered office.

External communication

§11

1. The **Seller** agrees to obtain the prior written consent of ORLEN Południe to include the company's name, the Commodity Mark or the "ORLEN" or ORLEN Południe logo on its **Website**, the **Seller's** letter, in brochures, advertising and any other advertising and marketing materials. In this case, the **Seller** undertakes to submit to the **Buyer**, together with the request for consent, a draft of the materials in which such data would be included.
2. The **Seller** also undertakes to obtain ORLEN Południe's prior written consent to disclose the fact of cooperation by providing mass media such as press, radio, TV, Internet with any information regarding the **Contract**. In such a case, the **Seller** undertakes to submit to ORLEN Południe, together with a request for consent, the content of the information that would be used in the mass media.
3. In case of violation of the obligation specified in paragraph 2 above, the **Seller** shall pay to the **Buyer** a contractual penalty in the amount of PLN 15,000 for each case of violation. The **Buyer** shall be entitled to claim additional compensation in excess of the amount of the reserved contractual penalties, under the terms of the Civil Code.

Protected information

§12

PROTECTION OF INFORMATION AND PERSONAL DATA

1. The Parties undertake to keep confidential information provided directly or indirectly by the other Party (in any form whatsoever, i.e. in particular verbal, written, electronic), as well as information obtained otherwise during mutual cooperation, including in connection with the conclusion and performance of the Agreement. The Parties agree that any and all technical, technological, organisational information of the enterprise 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 Party as an entity authorised to use the above-mentioned information and dispose thereof, has taken action, while exercising due diligence, to keep it confidential, transferred by the Party or on its behalf or obtained by the other Party in a different way during the negotiation, conclusion and performance of the Agreement, shall be treated as a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition, hereinafter referred to as the "Trade Secret", unless the transferring party should specify, in writing or in electronic form, at the time of the transfer that such information is of a different nature than described above.
2. The Parties undertake not to use the information referred to in paragraph 1 above for purposes other than the performance of the Agreement, as well as not to make it available to third parties without the consent of the other Party. The obligation to keep the information referred to above secret shall be binding on the Parties during the term of this Agreement and for the period of 3 years after its termination, expiration or nullification of legal effects.
3. The obligation to keep the information referred to in paragraph 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 Party that the information concerns, or in a manner other than through an act or omission contrary to the law or any agreement, or
 - c. the Party has been obliged to disclose information by a court or authorized body, or the Party has a legal obligation to disclose the information, provided that Party shall promptly inform the Party in writing of the obligation to disclose the information and its scope, and shall take into account, to the extent possible, its recommendations on disclosure, in particular with regard to filing an application for an exemption from disclosure, the legitimacy of filing an appropriate challenge, appeal or other equivalent remedy, and shall inform the court or authorized body of the protected nature of the information provided or
 - d. The Party has given the other Party its written consent to the disclosure or use of the information for a specific purpose and in the manner specified by the Party.
4. The Parties are obliged to take such safety & security measures and procedures as will be appropriate and sufficient to ensure safe processing of the Trade Secret, including in accordance with this Agreement and the law, to prevent any unauthorized use, provision, disclosure of, or access to such information. In particular, the Parties shall not copy or record the Trade Secret unless it is



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justified by due performance of this Agreement. The Parties are obliged to immediately notify the other 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.

5. The obligations and principles of information protection referred to preceding paragraphs do not apply to and do not limit the right of ORLEN Południe S.A. to disclose the content of the Agreement and information and data obtained in connection with its execution to ORLEN Group companies.

6. In the event of the failure of any of the Parties to fulfil the obligations under paragraphs 1 to 4, the other Party reserves the right to charge liquidated damages in the amount of% of the net remuneration specified in § of the Agreement. The foregoing shall not exclude the possibility of seeking compensation in line with the general principles.

7. For the purpose of implementing this Agreement, the Parties, as independent data controllers, will share with each other personal data of their representatives or agents indicated in the Agreement and other persons in connection with the implementation of the Agreement, depending on the needs arising from the provisions of the Agreement.

8. The Parties shall be obliged to fulfil, on behalf of Party as a data controller within the meaning of the applicable law on personal data protection, immediately, but no later than within 30 (thirty) days from the date of conclusion of the Agreement, the obligation to provide information to natural persons employed by the Party or cooperating with the Party in the conclusion or performance of the Agreement, regardless of the legal basis for this cooperation, including members of the Party bodies, proxies or attorneys representing the Party, whose personal data have been made available to ORLEN Południe S.A. by the Party in connection with the conclusion or performance of the Agreement. The obligation referred to in the preceding sentence should be fulfilled by providing such persons with the information clause attached as Appendix ... hereto, at the same time maintaining the accountability principle.

Personal data

§13

1. For the purposes of performance hereof, **the Parties**, as independent data controllers, shall provide each other with the personal data of their representatives or agents indicated herein and other persons in connection with the performance hereof, depending on the needs arising from the provisions hereof.

2. The **Parties** undertake to inform the persons referenced in paragraph 1 above not later than 1 (one) month after obtaining their personal data or during first contact with the data subject about the need to disclose their data for purposes related to the performance of the Agreement, including about the purpose and scope of provision of their data, as indicated in the information clauses (Annex 4).



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Final provisions

§14

1. In matters not covered by the **Contract**, the provisions of the Civil Code and other applicable laws to the extent covered by the Contract shall apply. The **Contract** is governed by Polish law.
2. Any amendment to this **Contract** shall be in writing under pain of nullity.
3. In case of possible disputes, related to the implementation of the **Contract**, the **Parties** shall make every effort to resolve them amicably through mutual negotiations.
4. The **Contract** is drawn up in two counterparts, each in original, one for each **Party**.
5. The Annexes are an integral part of the **Contract**.

Annexes:

1. Specification
2. Anti-corruption clause
3. Sanction clause
4. GDPR clause
5. MAR clause

SELLER

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Annex 1 – Specification

IMPCA REFERENCE SPECIFICATIONS

No.	Parameter	The method	Unit	Requirements
1.	Appearance		IMPCA 003	Clear and free from suspended
2.	Purity on dry basis	% W/W	IMPCA 001	Min 99.85
3.	Acetone	mg/kg	IMPCA 001	Max 30
4.	Ethanol	mg/kg	IMPCA 001	Max 50
5.	<u>Colour</u>	Pt-Co	ASTM D 1209 ASTM D 5386	Max 5
6.	Water	% W/W	ASTM E 1064	Max 0.100
7.	Distillation Range at 760 mm Hg	°C	ASTM D 1078	Max 1.0
8.	Specific Gravity 20°C/20°C		ASTM D 4052	0.7910-0.7930
9.	Potassium Permanganate Time test at 15°C	minutes	ASTM D 1363	Min 60
10.	Chloride as Cl	mg/kg	IMPCA 002	Max 0.5
11.	Sulfur	mg/kg	ASTM D 3961 ASTM D 5453	Max 0.5
12.	Water miscibility		ASTM D 1722	Pass test
13.	<u>Carbonizables</u>	Pt-Co	ASTM E 346	Max 30
14.	Acidity as Acetic Acid	mg/kg	ASTM D 1613	Max 30
15.	Iron in solution	mg/kg	ASTM E 394	Max 0.10
16.	Non Volatile Matter	mg/1000ml	ASTM D 1353	Max 8

Annex No 2 - Anti-corruption clause

Each Party represents that it shall exercise due diligence in connection with the performance of this **Contract** and shall comply with all anti-corruption laws applicable to the **Parties** issued by authorised bodies in Poland and in the whole European Union, both directly and through controlled or related economic entities of the Parties.

2. Each Party further represents that, in connection with the performance of this **Contract**, it shall comply with any and all applicable requirements and internal regulations of the **Parties** concerning standards of ethical conduct, prevention of corruption, lawful settlement of transactions, costs and expenses, conflict of interests, giving and receiving gifts, as well as anonymous reporting and investigation of irregularities, whether directly and through controlled or related economic entities of the Parties.

3. The **Parties** ensure that, in connection with the conclusion and performance of this **Contract**, neither Party, nor any of their owners, shareholders, members of the management board, directors, employees, subcontractors, or any other person acting on their behalf, did not make, offer or promise to make or did not authorise, or will not make, offer or promise to make, or authorise to make any payment or other transfer constituting financial or other benefit, or any other benefit, directly or indirectly to none of the following persons:



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(i) any member of the management board, director, staff member or agent of the given **Party** or of any controlled or affiliated economic entity of the Parties,

(ii) any state official understood as a natural person performing a public function as defined in the legal system of the country where this **Contract** is implemented or where the registered offices of the Parties or any controlled or affiliated economic entity of the Parties are located;

(iii) any political party, member of a political party or candidate for a state office;

(iv) any agent or intermediary in return for payment to any of the foregoing; or

(v) any other person or entity, in order to obtain their decisions, influence their decisions or actions that may result in any unlawful privileges or for any other unlawful purpose if such an action

violates or would violate anti-trust laws laid down by competent authorities in Poland and in the whole European Union, be it directly or acting through controlled or related economic entities of the Parties.

4. The **Parties** are obliged to immediately inform each other about any violation of the provisions of this paragraph. At a written request of either **Party**, the other **Party** shall provide information and reply to the justified questions of that **Party** pertaining to the performance hereof in accordance with the provisions of this paragraph.

5. In order to duly satisfy the obligation referred to above, each Party hereby declares that during the term of this Contract they shall ensure that every person acting in good faith has the capacity to report anonymously any irregularities to the email address of the Anonymous System for Reporting Irregularities: anonim.poludnie@orlen.pl.

6. If any representatives of the Parties are suspected of corrupt activities performed in connection with, or for the purpose of, performance of this **Contract**, the **Parties** shall cooperate in order to clarify the circumstances of the possible corrupt activities.

Annex No. 3 - Sanction Clause

DEFINITIONS

For the purposes of this Appendix, the terms shall have the meaning assigned to them below:

1.1.1 Sanctions List – a list of persons or entities published in connection with the Sanctions Regulations on behalf of the Sanctions Authorities;

1.1.2 Sanctions Authorities – the United Nations, the European Union, the European Economic Area, the Member States of the European Union and the European Economic Area, the United States of America and other entities of a similar nature and bodies acting on their behalf in connection with these Sanctions Regulations;

1.1.3 Sanctioned Party – entity: (i) listed on the Sanctions List (by name or by way of inclusion in a particular group), (ii) residing, having its registered office or principal place of business in a country covered by the Sanctions Regulations or created under the law of a country covered by the Sanctions Regulations, (iii) directly or indirectly dependent on the entities specified in (i) or (ii) above, or (iv) with whom the Sanctions Regulations prohibit a transaction;



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1.1.4 Sanctions Regulations – economic sanctions, laws, trade embargoes, prohibitions, restrictive measures, decisions, executive orders and other acts that have been introduced, imposed or are being implemented by the competent Sanctions Authorities.

2. **SELLER'S DECLARATIONS**

The Seller represents that as of the date of the **Contract**, both the Seller and its subsidiaries or parent companies, their undertakings and members of their bodies:

2.1.1 shall comply with the Sanctions Regulations;

2.1.2 are not Sanctioned Entities or participate in any transactions, investments by which they are likely to be considered a Sanctioned Party;

2.1.3 are not subject to or involved in proceedings or investigations conducted against them in connection with the Sanctions Regulations;

2.1.4 have not been and are not involved in circumventing or avoiding the Sanctions Regulations.

3. **SELLER'S LIABILITIES**

The Seller agrees that during the term of the **Contract**:

3.1.1 in a situation where under the Contract the remuneration stipulated therein will be due to the Seller it will not be (directly or indirectly) available to the Sanctioned Entity nor will it be used to benefit the Sanctioned Entity;

3.1.2 in a situation where the Seller, its subsidiaries or parent companies, their businesses or members of their bodies are subject to the Sanction Regulations, which would result in the inability to continue cooperation, shall refrain from actions that would violate the Sanction Regulations, but this shall not relieve the Seller from the obligation to pay the remuneration due to the other **Party** under the **Contract**;

3.1.3 it shall conduct its business in accordance with the law, in particular the Sanctions Regulations;

3.1.4 shall ensure that its subsidiaries or parent companies, their ventures, and the members of their bodies, to the extent of their capabilities, comply with the obligations referred to in Section 3.1.23.1.333k3;

3.1.5 it shall cover all damages to the Buyer arising from claims or sanctions under the Sanctions Regulations;

3.1.6 it informs the Buyer of the details of any proceedings or investigations conducted in connection with the Sanction Regulations against it, its subsidiaries or parent companies, their undertakings and members of their bodies, as well as the steps taken in connection with such proceedings or investigations, promptly but no later than within 2 days from the date of becoming aware of such event.

Annex No 4 - GDPR clause

Information clause

for members of the bodies, proxies or attorneys who represent the Seller

and staff members who are contact persons or persons who cooperate with the Seller

during the conclusion and performance of agreements for the benefit of ORLEN Południe S.A.

(Fulfillment of the information obligation under Articles 13(1) and (2), 14(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (General Data Protection Regulation); hereinafter: GDPR)

1. ORLEN Południe S.A., headquartered in Trzebinia, 32-540 Trzebinia, Fabryczna 22, informs that it is the administrator of your personal data. Phone numbers to contact the data administrator: (+48) 24 201 00 00, (+48) 24 201 00 01.
2. The following e-mail address shall be used to contact the Data Protection Officer at ORLEN Południe S.A.: rodo.poludnie@orlen.pl. The Data Protection Officer may also be contacted in writing, at the address of the registered office of ORLEN Południe S.A., as indicated in item 1, with the note: "Data Protection Officer" ["Inspektor Ochrony Danych"]. Data pertaining to the Data Protection Officer is also available at the website www.orlenpoludnie.pl in the tab "Contact" ["Kontakty"].
3. If your personal data was not provided to us directly by you, it was provided to ORLEN Południe S.A. by ** - an entity cooperating with ORLEN Południe S.A. or intending to cooperate with ORLEN Południe S.A. and constitute, depending on the type of cooperation, data necessary to represent a legal entity, contact data, data contained in documents in your possession confirming your rights, experience or constituting a product of agreement execution. Your provision of personal data is voluntary, but necessary for the establishment of cooperation, conclusion and performance of the agreement, and fulfillment of the purposes specified in item 4 below.
4. Depending on the type of cooperation, your personal data may be processed by ORLEN Południe S.A. for the following purposes:
 - a) in the case of contractors who are natural persons, entrepreneurs conducting business (including a partner in a civil partnership) and representatives or proxies of commercial companies and business entities conducting business in other legal forms - in order to take actions related to the conclusion and execution of the relevant business agreement,
 - b) to perform the obligations arising from the agreement with ORLEN Południe S.A., to which the entity indicated in item 3, in particular to verify statements made by the entity indicated in item 3, including confirmation of powers of representation, qualifications of persons indicated for the performance of the agreement, contact in the performance of the agreement, exchange of correspondence, issuance of powers of attorney to represent ORLEN Południe S.A., proper performance of the agreement, control, settlement of the agreement, maintaining of confidentiality rules and occupational health and safety,
 - c) handling, pursuing, and defending against any potential claims, including claims between you and ORLEN Południe S.A. or between ORLEN Południe S.A. and the entity indicated in item 3;
 - d) fulfillment of legal obligations incumbent on ORLEN Południe S.A., in particular the obligations of an obliged institution under the Act of March 1, 2018 on the prevention of money laundering and terrorist financing (the "AML" Act), obligations under tax and accounting law, obligations related to the prevention of fraud and irregularities related to anti-corruption legislation, as well as the prevention of fraud and conflicts of interest in business processes, construction law or other regulations arising from the specifics of the agreement being performed.



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5. Depending on the type of cooperation, the legal basis for the processing of your personal data by ORLEN Południe S.A. for the purposes indicated in section 4 above shall be:
 - a) in the case of contractors who are natural persons, the conclusion and performance of an agreement (pursuant to Article 6(1)(b) of the GDPR) to which you are a party;
 - b) legally justified interest of ORLEN Południe S.A. (pursuant to Article 6(1)(f) of the GDPR) consisting in enabling proper and effective performance of the agreement between ORLEN Południe S.A. and the entity indicated in item 3,
 - c) legally justified interest of ORLEN Południe S.A. (pursuant to Article 6(1)(f) of the GDPR) consisting in enabling the handling, investigation and defense in the event of claims between ORLEN Południe S.A. and you or between ORLEN Południe S.A. and the entity indicated in item 3,
 - d) fulfillment of legal obligations (pursuant to Article 6(1)(c) of the GDPR) incumbent on ORLEN Południe S.A., in particular, the obligations of an obliged institution under the Act on prevention of money laundering and financing of terrorism of March 1, 2018 (the "AML" Law), obligations under tax and accounting law, obligations related to the prevention of fraud and irregularities related to anti-corruption legislation, as well as the prevention of fraud and conflicts of interest in business processes, construction law or other regulations resulting from the specific nature of the agreement being executed.
6. The scope of personal data processed by ORLEN Południe S.A. depends on the scope and subject of cooperation and on the person's function, and may include such data as: name and surname, position, function held, business telephone number, business e-mail address, contact details, address of residence, company name and mailing address, identity document number, PESEL number, date and place of birth, information on authorizations and qualifications held.
7. Your personal data may be disclosed by ORLEN Południe S.A. to entities cooperating with it (recipients), including entities in the ORLEN Capital Group (based on agreements for the implementation of services, cooperation, centralization of processes e.g. debt collection, granting trade credit), entities participating in purchasing processes, entities providing IT services, accounting services, settlement of receivables, delivery of correspondence and parcels, services for protection of persons and property, services ensuring occupational health and safety, consulting, legal, archiving, debt collection, granting trade credit, insurance. Personal data may be disclosed by ORLEN Południe S.A. to entities cooperating with it in the event that this is necessary for the implementation of the purposes of processing referred to in item 4, on the basis of agreements concluded.
8. Your personal data shall be processed for the period necessary to pursue the legitimate interests of ORLEN Południe S.A. and to fulfill the obligations arising from provisions of law. The data processing period may be extended only if and to the extent required by law or for the purpose of pursuing legitimate interests, including until the expiration of mutual contractual claims.
9. You have the following rights related to the processing of personal data:
 - a) the right of access to your data;
 - b) the right to rectification of personal data;
 - c) the right to erasure of personal data or restriction of its processing;
 - d) right to data transfer
 - e) the right to object – in cases where ORLEN Południe S.A. processes your personal data on the basis of its legitimate interests; an objection may be raised due to special circumstances.

You may send your requests pertaining to the exercise of the foregoing rights to the following email address: rodo.poludnie@orlen.pl or to the registered office address of ORLEN Południe S.A., as indicated in item 1, with the note "Data Protection Officer" ["Inspektor Ochrony Danych"].
10. You have the right to lodge a complaint with the President of the Personal Data Protection Office.



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11. The personal data shall not be provided to a third country or an international organization. Your personal data will not be subject to automated decision-making, including profiling.

Annex No. 5 - MAR Clause

INFORMATION NOTE

concerning the obligations of a public company to provide information

ORLEN S.A., being the parent company of ORLEN Południe S.A., shall be encumbered with reporting obligations towards the capital market, which are regulated in the Regulation (EU) no. 596/2014 of the European Parliament and of the Council of April 16, 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"). Therefore, by applying the provisions of the above-mentioned regulation:

1. ORLEN Południe S.A. shall inform the other party to the agreement about its intent to make information concerning this Agreement public if it should deem it confidential information within the meaning of the MAR Regulation.
2. The information deemed confidential within the meaning of MAR Regulation may not be used or illegitimately disclosed by the other party to the agreement and the persons working for its benefit. In the case of use of confidential information or its unlawful disclosure, the sanctions provided for in the MAR Regulation shall apply.