



LIST OF ATTACHMENTS
(to be completed)

- 1C. General information statement
- 2C. Information protection statement
- 3C. No tax arrears statement
- 4C. Beneficial Owner Declaration
- 5C. Declaration of not being subject to economic sanctions
- 6C. Lack of links with the ORLEN Group statement
- 7C. Logistics assumptions
- 8C. Bidder's Declaration OPD
- 9C. Company profile Survey – placed in a separate attachment



Attachment no. 1C General information statement

General information statement

On behalf of our company we confirm we are familiar with the Regulation (WE) No. 1907/ 2006 - REACH and therefore commits himself to deliver to the Buyer exclusively such substances in their own, in mixture or in an article (if releasing them under normal or reasonably foreseeable conditions of use is intended) which meet all provisions of the above mentioned Regulation.

In reference to the above we declare, that the delivered substances in their own, in mixture or in an article, constituting the subject of this order:

1. were registered according to the appropriate procedure set out in the REACH Regulation by: the producers or importers constituting preceding links in a supply chain, or the Only Representatives of producers (outside the EU); or
2. are exempted from registration requirement according to the Regulation (WE) No. 1907/2006 (REACH); or
3. are not subject to the Regulation (WE) No. 1907 / 2006 (REACH).

Place:....., date.....

Signature

(authorized person)



I/we also declare that I/we am/are authorized to represent the company

Enclosed find please the valid copy of the certificate of entry to the business register / KRS copy as well as the proxy confirming the entitlement to act on behalf of

....., Date.....

Signature

(authorized person)

* delete as appropriate



Attachment no. 2C Information protection

Information protection statement

On behalf of our company, I undertake to keep confidential the information provided during the tender related to the purchase of methanol for the ORLEN Group.

All the non-public data, materials, information - recorded in any form – obtained from ORLEN Group will be protected.

Our company will not distribute any of the information to a third party without the prior written authorization of ORLEN Group with ensuring their adequate protection.

Our company is fully aware of the responsibility of compensation to ORLEN Group for any act or omission resulting in violation of this declaration and the violation of rights to materials transmitted by ORLEN Group.

Our company undertakes that any person to whom information underlined in this statement will be disclosed undertakes to protect them.

....., Date.....

Signature

(authorized person)



Attachment no. 3C No tax arrears statement

No tax arrears statement

On behalf of our company we declare, that the company does not have any arrears in VAT and Social Security payments as well as other taxes and public fees due to conducted business activity (applies to the last 6 months).

Place:....., Date:.....

Signature

(authorized person)



Attachment no. 4C Beneficial Owner Declaration

BENEFICIAL OWNER STATEMENT

....., date

(place)

Customer's data („Company”, „Customer”)	
1	Name
2	Address
3	Tax identification number (NIP)
4	If the case of unavailability of NIP:
A	The state of registration
B	The name of relevant register (eg. commercial register)
C	The number and date of registration

- I. Are the Company's securities admitted to trading on a regulated market that is subject to information disclosure requirements arising from European Union law or corresponding regulation of a third country:

☐ YES , name of the regulated market:

☐ NO

[If „☐ YES” is checked go to part III]

- II. The ultimate beneficial owners („Beneficial owner”) of the Company are the following natural persons:

No.	Surname and first name
1	
2	
3	
4	
5	
6	

III. Statements

I hereby certify that the above data have been provided to the best of my knowledge. In the event of any changes with respect to the information presented above, I shall update them within 7 days from the date when the change occurred and I shall provide additional documents to confirm the authenticity of this statement in case of necessity.

I, the undersigned, hereby represent that I have read the information clause included as Annex 1 on the processing of my personal data contained in this statement by Polski Koncern Naftowy ORLEN S.A. (hereinafter: PKN ORLEN S.A.). I undertake to transfer on behalf of PKN ORLEN S.A. as the administrator of data in the understanding of the current binding laws on personal data protection, without delay and no later than 30 (thirty) days from the date of submission of this statement, the information obligation towards natural persons whose data is included in this statement. The obligation referred to in the preceding sentence should be fulfilled by providing such natural persons with the information clause included as Annex 1 to this statement.

Person declaring on behalf of the Company	
Surname and first name	
Signature	
Type of representation	Representative/Authorised person *

Person declaring on behalf of the Company	
Surname and first name	
Signature	
Type of representation	Representative/Authorised person *

* Delete as necessary

Annexes:

Annex 1 - Information clause

Annex 2 - Explanations to the Beneficial Owner Statement



Annex 1 do the Beneficial Owner Statement

Information clause

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 ("ORLEN S.A.") hereby informs that is the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A. indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer). Information on the Data Protection Officer is also available at www.orlen.pl/en in the tab „Contact“.
3. Your personal data is processed for the following purposes:
 - a) undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
 - b) fulfilment of the legal obligations of ORLEN S.A., in particular:
 - i. obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act")
 - ii. resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
 - c) verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN S.A., in particular by verifying the existence of your data on sanction lists.
 - d) handling, pursuing and defence of claims.
4. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in Section 3 above include:
 - a) conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
 - b) fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A. for the purposes defined item 3 point b,
 - c) legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR) for the purposes defined item 3 point c and d i.e. ensuring security of ORLEN S.A. interests (economic, image and legal) when concluding and continuing business relations and handling, pursuing and defence of claims.
5. Your personal data submitted to ORLEN S.A. by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN S.A. or intending to provide services to which you are a Beneficial owner are first name, surname, citizenship, PESEL number, date of birth series and number of document confirming the identity, residence address and that you are a Politically exposed person or a Family member or Associate of a Politically exposed person.
6. Your personal data may be disclosed by ORLEN S.A. to entities and bodies authorised to process such data under the applicable laws. Your personal data may also be disclosed, in the event that it is necessary to achieve the purposes of processing referred to in point 3, to companies from the ORLEN Capital Group and entities (recipients) cooperating in the performance of the agreement, in particular entities providing IT services, services in the scope of invoicing, settlement of receivables, delivery correspondence, advisory services, legal services, debt recovery services, archiving services.
7. Your personal data shall be stored for the duration of the agreement and for a period of 5 years thereafter, however not less than until the expiry of mutual claims arising from the agreement. Providing personal data is voluntary, but necessary to conclude and perform the contract.
8. In connection with the processing of your personal data you have the following rights:
 - the right to access to the content of your data,
 - the right to require rectification of your personal data,
 - the right to require erasure of your personal data or limitation of processing,
 - the right to data portability,
 - the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych“.

You have the right to file a complaint with the President of the Office for Personal Data Protection



Annex 2 do the Beneficial Owner Statement

Explanations to the Beneficial Owner Statement

Due to Act of March 2018 on counteracting money laundering and terrorist financing (Polish act) implementing:

1. DIRECTIVE (EU) 2015/849 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC; and
2. DIRECTIVE (EU) 2018/843 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU:

I. THE BENEFICIAL OWNER

The Beneficial owner is any natural person who exercise, directly or indirectly, control over a customer through the powers held, which result from legal or actual circumstances, enabling exerting a critical impact on activities or actions undertaken by a customer or any natural person on whose behalf a business relationship is established or an occasional transaction is conducted, including:

1. In the case of a legal entity other than a company whose securities are admitted to trading on a regulated market that is subject to information disclosure requirements arising from the European Union law or corresponding regulations of a third country:
 - a natural person being the stakeholder or shareholder holding the ownership title of more than 25% of the total number of stocks or shares of such legal person;
 - a natural person holding more than 25% of the total number of votes in the governing body of this legal person also as a pledgee or a user, or under agreements with others persons authorized to vote;
 - a natural person exercising control over a legal person or legal persons holding in aggregate the ownership title of more than 25% of the total number of stocks or shares, or holding in aggregate more than 25% of the total number of votes in the governing body of this legal person, also as a pledgee or a user, or under agreements with other persons authorised to vote;
 - a natural person exercising control over legal person through holding powers referred to in Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217), i.e. a natural person controlling a legal entity through holding powers identical to those of the parent company, or
 - a natural person holding a senior management position in the case of documented lack of possibility to determine the identity, or doubts regarding the identity of natural persons defined in the first - the fourth indent, and in the case of failure to confirm the suspicion of money laundering or terrorist financing.
2. In the case of a trust:
 - a founder,
 - a trustee,
 - a supervisor, if established,
 - a beneficiary or - where a natural persons benefiting from the trust have not yet to be determined - the group of persons in whose main benefit the trust were established or operates,
 - other natural person exercising control over the trust,
 - other natural person having powers or performing duties equivalent to defined in the first - the fifth indent.
3. In the case of a natural person pursuing economic activity in relation to whom no premises or circumstances were found that could indicate the fact of exercising control over it by other natural person or natural persons, such natural person is simultaneously a Beneficial owner.



Attachment no. 5C Declaration of not being subject to economic sanctions

Declaration of not being subject to economic sanctions

1. REPRESENTATIONS OF THE OFERENT

The Oferent 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, and by other authorities of a similar nature and bodies acting on their behalf (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 OFERENT

2.1 The Oferent 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 2.1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days



of becoming aware of such a case, inform the Purchaser 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, the Purchaser shall be entitled to terminate the Agreement due to the fault of the Oferent and to compensation covering any damages related thereto. In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, the Purchaser shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the Purchaser shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

(place, date)

(signature)



Attachment no. 6C Lack of links with the ORLEN Group statement

Lack of links with the ORLEN Group statement

I declare that during participation in a given purchasing procedure in relation to the ORLEN Group:

a) in the case of natural persons, civil employment companies*:

- owner, co-owners, proxies

b) in the case of limited liability companies*:

- shareholders, members of supervisory boards, board members, proxies

c) in the case of joint-stock companies*:

- shareholders with the number of shares held above 5%, members of supervisory boards, board members, proxies

- **are / are not*** members of the management and supervisory bodies at the ORLEN Capital Group;

- **are / are not*** related to adoption, care or guardianship with a person sitting on the management and supervisory bodies of the ORLEN Capital Group;

- **remain / do not remain*** in an employment relationship or order with the ORLEN Capital Group;

- spouses, descendants, ascendants, relatives, in a straight line to the second degree **are / are not*** members of the management and supervisory bodies at the ORLEN Capital Group,

- spouses, descendants, ascendants **remain / do not remain*** in an employment relationship or order with the ORLEN Capital Group.

.....

Date and signature

*** delete as appropriate (a-c and are/are not)**

Degree of linkage people is as follows:

.....
.....
.....
.....



Attachment no. 7C Logistics assumptions

Logistics assumptions

The company name	The detailed criteria	YES	NO
ORLEN LIETUVA	1. Confirmation of extended unloading time – delivery in RTC's: non-block train min. 7 days.		
	2. Confirmation, that the railroad tank cars must be suitable for methanol transportation and unloading – only for four-axle railcars fitted with properly functioning top discharge units, and conform to all technical requirements applicable to railcars in accordance with their intended purpose. Delivery address by RTC (Bugeniai railway station) By Autotrucks - AB "ORLEN Lietuva" Mazeikiu st. 75, Juodeikiai Vilage, 89453 Mazeikiai Distr., Municipality, Lithuania.		
ORLEN POŁUDNIE	1. Delivery in RTC: The standard tanker unloading time is 2 tankers per day. The recipient reserves the right to extend the unloading time for reasons beyond their control.		
	2. Confirmation that the Supplier will deliver methanol to ORLEN Południe S.A. in leased or owned RTCs equipped with a vapour recovery system including a pneumatic gas shuttle valve (not owned by the railway), appropriately equipped for methanol delivery. The use of tanks owned by another third party requires the prior written consent of ORLEN Południe S.A. Methanol tank with a capacity of 565 Mt. Consumption ~95 Mt/day. Just in time deliveries required. Delivery location: 32-540 Trzebinia, Poland (DDP Inc 2020) for delivery in single RTCs only.		
	3. The rail cisterns are equipped with stub-tubes with a diameter of 100/150 mm and a gas pendulum DN50. For truck tanker deliveries: The device for emptying tank trucks with methanol is equipped with connectors: - For the liquid phase (methanol) ASK –M 3 "with adapters: Euro connector and Camlock - For the gas phase (gas pendulum) ASK - M 2 "with adapters: Euro connector and Camlock		



Attachment no. 8C Bidder's Declaration OPD

BIDDER'S DECLARATION

I declare that

- a) I am authorised to participate in legal transactions in accordance with the applicable legal requirements;
- b) I have the rights to perform works or activities in accordance with the request for proposal;
- c) I have the necessary knowledge and experience, economic and technical potential, as well as employees capable of performing the subject matter of the request for proposal;
- d) my financial standing ensures the performance of the subject matter of the request for proposal;
- e) I shall observe information secrecy and refrain from disseminating information or materials obtained during the tender procedure in the scope of works constituting the subject matter of the request for proposal (the object of information secrecy is constituted by undisclosed information concerning technical, process, trade and organisational solutions falling within the scope of the activity of ORLEN Poludnie SA. and/or the Companies of the OP SA Group);
- f) I undertake not to violate copyrights, as well as intellectual and industrial property rights of ORLEN Poludnie SA. and/or Companies of the OP SA Group, in particular the rights to trademarks;
- g) I am not in a court dispute with ORLEN Poludnie SA. and/or Companies of the OP SA Group;
- h) I undertake to keep secret, refrain from disclosing or transferring the information provided by ORLEN SA. and/or Companies of the OP SA Group to any third parties whatsoever, defined as information covered by professional secrecy and labelled as PROFESSIONAL SECRECY or PROFESSIONAL SECRECY OF ORLEN Poludnie SA. and/or Companies of the OP SA Group, for the period of ten years from the date of its transfer, unless the parties agree on a longer period of protection of information constituting Professional Secrecy;
- i) I have read the detailed terms and conditions of the Request for Proposal and accept these terms and conditions;

.....

Date

.....

Signature and seal