



Fatty Acid Methyl Esters Framework Contract

No

concluded in Litvinov between:

ORLEN Unipetrol RPA s.r.o. with its registered office at Záluží 1, 436 70 Litvínov, Czech Republic, registered in the Commercial Register conducted by the Regional Court in Ústí nad Labem, Section C, Entry No. 24430 , VAT number: CZ699000139, Tax number: CZ27597075, represented by:

....
....

hereinafter referred to as the “**Buyer**” or „**Unipetrol**”

and

....., registered in, Registered Office:, VAT No
.....
represented by:

.....
.....

hereinafter referred to as the “**Seller**”.

The Parties hereby agree as follows:

Definitions

§ 1.

Unless the context suggests otherwise, the following definitions shall apply for the purposes of this **Contract**:

Parties – shall mean the **Buyer** and the **Seller** as parties to this Contract, jointly or severally, as the case may be.

Contract – shall mean this contract and annexes hereto forming an integral part hereof.

Product – shall mean certified fatty acid methyl esters (FAME) produced in line with the **Buyer's** specifications, in accordance with Annex No. 1 and in compliance with the requirements concerning their production processes established by relevant legal provisions in force that may be used as a diesel oil component

Product shall meet below requirements:

- fulfilment of Sustainability Criteria, in accordance with Art. 29 paragraph 2-7 of Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III), and any applicable delegated or implementing acts.

- ensure the reduction of greenhouse gas emissions at least 50% (in relation to 94 g CO₂eq/MJ fossil fuel basis, including delivery with transport) according to Art. 29 paragraph 10 of Directive 2018/2001/EC as amended In accordance with specification in Commercial Agreement)

- requirements of one of the systems that are accepted by the EU Commission, compatible with ISCC EU system.

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- FAME** – fatty acid methyl esters produced in accordance with Annex No. 1.
- Double counted Product** - Product produced from raw materials listed in the Part B of Annex IX of Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III), which is confirmed by PoS document.
- Advanced Product** - Product produced from raw materials listed in the Appendix 4 to Government Regulation No. 189/2018 Coll. as amended and Announcement of the Ministry of Environment of the Czech Republic dated 27th August 2024.
- Product batch** – the quantity of **Product** delivered to the destination identified by the **Buyer**, confirmed by the **Buyer** in a delivery note, specified in a monthly delivery schedule.
- Deliveries settlement period** – particular calendar month in which execution of deliveries has been done.
- Substitute contract** – contract concluded between the **Buyer** and a third party as a result of the **Seller's** non-performance or inadequate performance or other breach of this **Contract**.
- Commercial Agreement** – means a document consistent with the, which the sample is contained in Annex No. 2 to the **Contract**, referring to the **Contract**, containing all details concerning the purchase of the **Product**, prepared on the basis and conditions specified in offer placed by **Seller**.
- Purchase Order** – means the monthly delivery schedule of the **Product** with the number generated by the **Buyer's** SAP system, sent monthly by the **Buyer** to the **Seller**, prepared on the basis of and under the conditions specified in the **Contract / Commercial Agreement**
- EMCS** - The Excise Movement and Control System used to carry out movements of excise goods under suspended excise tax collection with using **e-AD** or beside this procedure (the excise immunity or with 0 PLN excise rate) with usage of e-DD.
- e-AD** – an electronic administrative documents on whose basis excise products are moved via the **EMCS** system.
- Receipt report** - a report submitted via the **EMCS** System proving that the movement of excise goods has been completed with the use of the excise duty suspension arrangement.
- PoS** – Proof of Sustainability, document confirming that the presented volume meets the sustainability criteria specified in Art. 29 of Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III), including paragraphs 2 to 7 and any applicable delegated or implementing acts.
- Nabisy database** - database for sustainable biomass in the Federal Republic of Germany, operated by the Federal Office for Agriculture and Food (BLE). To use Nabisy database prior registration in the Office of BLE is required. The database is available at: <https://nabisy.ble.de>.

Subject of the Contract

§ 2.

1. The subject matter of the **Contract** is selling the **Product** defined in § 1 hereof by the **Seller** to the **Buyer** in accordance with the provisions of this **Contract**.
2. The Parties agree that incurring embodied a commitment to supply the **Product** and payment the price for it will be followed each time by signing by the **Commercial Agreement**. The **Commercial Agreement** can be signed for one year for annual purchase and for shorter period for SPOT process.
3. The contracting **Parties** exclude the application of Section 1740(3) and Section 1751(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**CC**") in the case of the conclusion of a monthly delivery schedule, which prescribes that a monthly delivery schedule shall be concluded even if the wills of the contracting **Parties** are not in complete convergence. Validity and efficiency of § 4 (1) is not affected by this provision.

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Price

§ 3.

1. The price for a delivered batch of the **Product** shall be determined in Commercial Agreement accordance with Annex No. 2 to this **Contract**.
2. The **Parties** agree that the **Product** unit price shall be the price of one (1) ton.
3. Final price shall be rounded to two decimal places.

Delivery schedule, destination place and means of transport

§ 4.

1. In a given month, the **Product** shall be each time delivered on the basis of a written monthly delivery schedule broken down into the respective days of the month, sent to the **Seller** electronically by the 26th day of the month preceding that in which the delivery is to be performed, specifying the quantities of delivery batches (number of tons) and the means of transport (trucks/rail tank cars). A preliminary schedule for the total quantity of the **Product** to be delivered in the respective months is included in Annex No. 2 point 6.
In case when the **Buyer** is in delay with sending of written monthly delivery schedule, than both **Parties** agree, that delivery of **Product** for the relevant month will be scheduled equally to schedule of preceding month. Both contracting **Parties** will do their best to adapt such schedule to specifications of monthly delivery schedule, which is going to be sent later than 26th of the month preceding the month in which the deliveries shall be performed.
2. The **Buyer** shall provide the following information in the schedule referred to in § 4 (1): **Product** (type of the **Product**), the **Product** quantities in the unit of measurement, delivery destinations, specific dates and means of transport (trucks/rail tank cars).
3. The **Seller** declares that will be in possession of valid certificate according to the Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III) and any applicable delegated or implementing acts, at the moment of delivery to the **Buyer**. If validity of the certificate expires the **Seller** is obligated to conduct certification process and send new certificate not later than one week before expiry date of valid certificate. Moreover, the **Seller** is obligated to send a copy of certificate (change of validity period, scope of certificate, etc.) and send information in case of loss of the certificate immediately. In case the certificate is lost by the **Seller** the scope of the **Contract** will not be applicable.
4. The **Seller** shall accept the schedule and shall ensure deliveries of the **Product** to the **Buyer** in accordance with the schedule referred to in §4 (1) of the **Contract**.
5. The **Seller** shall ensure delivery of the quantities of the **Product** determined in the schedule to the delivery destination. The quantities actually delivered may vary by +/- 5% compared to the quantities determined in the schedule, due to logistical reasons of handling and transporting the **Product**.
6. **The Parties** shall notify each other of any circumstances that could affect timely delivery and acceptance of the **Product**. However, such notification does not release the **Parties** from the obligations determined in this **Contract** and the **Commercial Agreement**.
7. The **Buyer** reserves the right to change the date and place of delivery specified in the schedule referred to in § 4 (1) of this **Contract** within the framework of monthly delivery volumes in Annex No. 3.
8. A delivery date specified in the schedule referred to in § 4 (1) of this **Contract** may be changed at the **Seller's** request, subject to the **Buyer's** consent given without undue delay by electronic mail.
9. Documents associated with acceptance of the **Product** and possible communication should each time refer to the number of this **Contract**, **Commercial Agreement** and the month of the **Product** delivery concerned.
10. The **Product** shall not be considered delivered unless all the required accompanying documents, i.e. a certificate of analysis of a given batch of the **Product**, **e-AD** acceptance report with set identification number or the document substitute to **e-AD**, **PoS**, loading/weight report with full identification of all rail tank cars, in electronic report (see Annex No. 10) delivery note, material safety data sheet are submitted to the **Buyer**.

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11. **PoS** certificate referring to specific **Product batch** with GHG emissions to the limit as is in Commercial Agreement shall be provided to the **Buyer** till the 10th day of the month following after month of delivery of the **Product** at the latest. The quantities indicated in the **PoS** certificate for given **Product batches** shall cover at least 99.5% of the quantities (presented on the delivery documents – **Receipt report** and invoice). In case the respective **PoS** is not provided by the **Seller** for the particular delivery month, determined the given **Purchase Order** numbers in the schedule, the Buyer has the right to withhold the payment in accordance with § 6 of this **Contract**.
12. Before the first planned delivery of the **Product** the **Seller** is obliged to deliver by e-mail 48 hours in advance material safety data sheet in Czech language and classification of the **Product** by CN code. The **Seller** will update material safety data sheet according to currently binding legal provisions. In case the **Seller** will not meet this requirement, the **Buyer** may refuse to accept the **Product**. In case of receiving documents' scanned copies (analysis certificate, loading/weight report) the **Seller** on **Buyer's** request will confirm its compliance with original hard copy. In case of rail tank cars deliveries the **Seller** shall absolutely obey filling in the numeric rail tank cars identification in field "packaging" of **e-AD**. The **Seller** is obligated to deliver documentation confirming compatibility of certified **Product** with proper certification system compatible with requirements of this system and in case of the **Buyer's** request to issue the **PoS** in the Nabisy database.
13. The delivery date shall be the date of **Product** acceptance by the **Buyer** at the delivery destination determined in the schedule, confirmed by an **e-AD** acceptance report together with all the documents required by the **Buyer** in accordance with § 4 (10) of this **Contract**.
14. The **Buyer** reserves the right to take samples of the **Product** from each truck or rail tank car in order to verify the **Product** quality in accordance with the current version of Annex No. 1. The quality of the **Product** delivered under this **Contract** shall meet the requirements determined in Annex No. 1. The Seller is obliged to provide quantities with an accuracy of up to 1 L15, and 1 kg of weight in the air (it refers to quantities indicated for particular rail tanks) and to provide quantities for particular rail tanks in the following units of measurement L15, 1 kg of weight in the air. For FCA parity, VAT invoices shall be issued based on the Product quantity in accordance with Seller's volume of the Product in tons indicated on the loading/weight report, accepted and confirmed by the Buyer. In case of quantitative differences between Seller's delivery note and Buyer's receiving measurement bigger than -0,5% (the percentage related to Seller's weight) the missing quantity exceeding the limit of -0,5% shall be credited by Seller to Buyer. For DAP parity, VAT invoices shall be issued based on the Product quantity in accordance with Seller's volume of the Product in tons indicated on the loading/weight report, accepted and confirmed by the Buyer. In case of quantitative differences between Seller's delivery note and Buyer's receiving measurement bigger than -0,5% (the percentage related to Seller's weight) the missing quantity exceeding the limit of -0,5% shall be credited by Seller to Buyer. "
15. The **Product** shall be delivered in accordance with Incoterms 2020, DAP **Buyer's** and/or FCA **Seller's** premises
16. In case of use of FCA in the meaning of the Incoterms 2020 both contracting **Parties** hereby agree, that proprietary right to the **Product** will be transferred from the **Seller** to the **Buyer** on a day, when the ordered volume of the **Product** will be over handed to the first forwarder. Risk of damage on the **Product** will be also transferred from the **Seller** to the **Buyer** on the day when the ordered volume of the **Product** will be over handed to the first forwarder. Quality of the **Product** will be binding for **Parties** at the place of delivery. **Seller** guarantees that sold **Product** will keep its quality and technical specifics at least thirty (30) days after the handover of the **Product**. In case of use of DAP in the meaning of the Incoterms 2020 the **Seller** confirms, that he is aware of legal regulation according to Act. No. 311/2006 Coll., on fuels, in valid wording, and he is registered into the Register of Fuel distributors. Such registration is necessary condition for the delivery of the **Product** and the **Buyer** has a right to reject acceptance of any and all delivered **Product** in case when the **Seller** is not registered as an authorized Distributor of Fuel. The **Product** delivery destinations (DAP Incoterms 2020) shall be the following locations and the logistical conditions are presented in Annex No. 5:

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- ORLEN Unipetrol RPA s.r.o., O. Wichterleho 809, 278 01 Kralupy nad Vltavou, Czech Republic, mean of transport: rail tank cars
Station: Kralupy nad Vltavou
Station number: 54-543967
Railway siding: Kaučuk, základní závod / 620 526
- ORLEN Unipetrol RPA s.r.o., Záluží 1, 436 01 Litvínov, Czech Republic, mean of transport: rail tank cars
Station: Most Nové nádraží
Station number: 54-533794
Railway siding: ORLEN Unipetrol RPA s.r.o. Litvínov / 720 847
- PARAMO, a.s., Přerovská 560, 530 06 Pardubice, Czech Republic, means of transport: rail tank cars or trucks
Station: Pardubice hl.nádraží
Station number: 54-536136
Railway siding: PARAMO, a.s. / 421 438

The **Product** shall be delivered in the **Buyer's** own and/or rented rail tank cars and **Seller's** trucks. Drivers are obliged to observe the safety provisions applicable to fuel terminals/fuel depots.

The **Buyer** shall each time specify the delivery destination in the schedule.

17. In case of use of DAP in the meaning of the Incoterms 2020 the **Seller** is obligated to keep the address for the place of delivery of the **Product**, which was determined by the **Buyer**, respectively a body which is in charge of the delivery. In case the erroneous sending additional costs occur to the transportation costs, the **Seller** is obliged to pay these additional costs in full.
18. The **Product** shall be delivered at the cost and risk of the **Seller** (DAP Incoterms 2020), using the means of transport as determined in the schedule in accordance with § 4 (1) and (2) of the **Contract**, unless the **Parties** agree otherwise. Before dispatch (by truck/rail tank car), the **Seller** shall verify with the **Buyer** whether the particular type of truck/rail tank car may be unloaded by the **Buyer**. The **Seller** shall bear full responsibility and possible costs, if truck / rail tank car cannot be unloaded for reasons due to the **Seller**.
19. The **Seller** shall deliver the **Product** to the **Buyer** using the appropriate mean of transport: trucks and/or rail tank cars in accordance with the schedule referred to in § 4 (1) and (2) of this **Contract**.
20. The **Parties** hereto wish to extend the cooperation between the **Seller** and Companies from ORLEN Group.

If it is necessary to purchase goods constituting the subject hereof by Companies from the ORLEN Group, the **Seller** undertakes to offer Companies from the ORLEN Capital Group the trade conditions FCA Seller (according to INCOTERMS 2020) that are not less favourable than the ones defined in the Agreement.

For the purpose of the performance of the above, the Seller consents to making available by ORLEN Unipetrol RPA to Companies from ORLEN Group the content of the Agreement and to regular provision between Group Companies and Unipetrol. of information related to the turnover generated in connection with conclusion of agreements with the Seller.

The Seller shall conclude a separate agreement on the trade conditions FCA (according to INCOTERMS 2020) which are not less favourable than the ones agreed herein. The Seller shall, each time, notify Unipetrol of concluding an agreement with a new entity/ joining the Agreement by a new entity from ORLEN Group.

Unipetrol and entities from ORLEN Group shall, each of them separately, bear liability for any and all actions or omissions under particular agreements concluded by them with the Seller, in particular Unipetrol. shall not be liable for payment of any amounts which have to be paid to the Seller by entities from ORLEN Group Company.

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In the event any master agreements are concluded between the Seller and a Company from ORLEN Group earlier, whose scope covers the subject hereof, the Seller shall adapt the provisions of the agreements concluded earlier to the terms and conditions resulting from this Agreement, if they are more favourable to the Company.

21. The **Buyer** reserves the right to change a delivery destination determined in § 4 (16) during the term of this **Contract**. If a delivery destination determined in § 4 (16) is changed, the **Parties** shall determine the costs of delivery to a new destination by executing an addendum to the **Commercial Agreement**.
22. The **Seller** is obliged to advise estimated time of arrival (ETA), railway bill including a list of rail tank cars or trucks, **e-AD** document, certificate of analysis of a given batch of the **Product**, loading/weight report electronically to the **Buyer** immediately after loading of each **Product batch**. All documents shall be made solely in Czech, Slovak or English language.
23. In case of using the **Seller's** forwarder subcontractors, the **Seller** is obliged to inform depot about this fact and fill out shipping documents accordingly.
24. The **Seller's** duty is to enclose shipping documents for return empty carriage. In case of **Buyer's** rail tank cars the **Seller's** duty is to send transport instruction for empty run 7 (seven) working days before scheduled date of loading to the **Buyer**.
25. The **Seller** shall guarantee to the **Buyer** availability of the filling terminal in its working hours for needs of FCA deliveries of the **Product**. In case of expected longer stoppage of filling terminal, the **Seller** will inform the **Buyer** immediately about such situation but not later than one calendar week before such stoppage.
26. As far as deliveries of the **Product** are concerned, the **Seller** declares that the **Seller** will have a valid certificate for a certification system approved by the European Commission, compatible with the ISCC EU System, at the moment of delivery of the **Product** to the **Buyer**, and if the date of expiry of the certificate will be approaching, the **Seller** undertakes to present a new certificate no later than before the expiry of the valid certificate. Moreover, the **Seller** is obliged to promptly send a copy of the certificate to the **Buyer** each time any changes are introduced to the certificate (change in validity period, in scope of the certificate, etc.) and to promptly notify the **Buyer** if the certification is lost. If the **Seller** loses the certificate, the **Buyer** shall be authorised to terminate the **Contract** with immediate effect.

Quality Guarantee § 5.

1. The **Seller** guarantees, by accompanying each **Product batch** with results of analysis in the form of quality certificate presenting the scope of analyses as in Annex No.1 to the **Contract**, that the **Product** (each delivered truck, rail tank car with the **Product**) will meet all quality requirements under the ČSN EN 14214+A2:2019 norm, considering any changes in regulations introduced during the term of the **Contract**.
2. The **Seller** shall guarantee:
 - 2.1 the **Product** shall maintain its characteristics specified in Annex No. 1 for at least thirty (30) days from the date of delivery – the verification can be done on the basis of the secured by Buyer sample of the **Product** delivered by the Seller.
 - 2.2 the **Product** delivered to the **Buyer** is manufactured in accordance with Annex no. 1,
 - 2.3 the maximum value of GHG emissions of the **Product** shall comply with the value indicated in the **Commercial agreement**,
 - 2.4 the **Product** has not been previously included in the National Indicative Target/Obligatory Blending pool concerning the biofuel/biocomponent content in the fuel pool and CO2 emission saving obligation in the Czech Republic or other Member States of the European Union.
Seller shall send after the end of the year the affidavit according to Annex no. 6 confirming the above mentioned.
In the case of changes in the provisions regulating the quality requirements for biocomponents and/or biofuels other than those referred to in § 10 (3), the **Seller** shall deliver the **Product** in accordance with new regulations from the moment of the entry into force of amended provisions.

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3. The **Buyer** each time reserves the right to:
 - 3.1 order at any time sampling from **Seller's** tank or trucks/rail tank cars directly after loading of the **Product** by the **Seller** and carry out quality control at any range in independent, accredited laboratory. The results of test shall be binding for **Parties**, incurred cost of test shall be equally shared between the **Seller** and the **Buyer**,
 - 3.2 take samples of the **Product** directly from trucks/rail tank cars after delivery by accredited laboratory, including archive samples, and test carried out by accredited laboratory in purpose of defining of **Product** quality in accordance with Annex no. 1. **Product** quality delivered under this **Contract** has to meet requirements defined in Annex no. 1 to the **Contract**,
 - 3.3 take samples of the **Product** from each truck/rail tank car in order to determine the quality of the **Product**
 - 3.4 require testing of **Seller's** archive samples from trucks/rail tank cars especially in litigious cases,
4. If the **Buyer** makes a formal complaint at the latest within ten (10) business days from delivery of the **Product** to the relevant depot, the **Seller** shall, within two (2) business days, express his formal opinion and submit a binding response to the **Buyer's** complaint. The **Buyer** shall delay unloading of the **Product** until then, leaving the **Product** at the **Seller's** disposal in accordance with Incoterms 2020D Ex Works **Buyer's** depot.
5. If, following laboratory tests, the **Buyer** determines that the **Product** was manufactured using other raw materials than specified for specific types of the **Product** in reference specification, the relevant batch shall be considered not delivered.
6. When making a complaint, the **Buyer** shall:
 - secure a sample of the **Product** being the object of the complaint,
 - provide an access to any necessary documents.
7. If the **Parties** fail to reach an understanding within four (4) business days from the submission of a complaint, the **Buyer**, taking into account point 3.2 above, shall forward the sample of the **Product batch** being the object of the complaint to an independent, accredited laboratory authorized to make biocomponent's quality tests. The above mentioned procedure shall be serviced exclusively by above mentioned accredited research laboratories. It is allowed to take samples to test by units having an accreditation in this scope. The **Parties** shall be bound by the results of laboratory, and the costs of laboratory tests shall be borne by the losing party.
8. The **Party** losing a dispute that arose in accordance with § 5 (7) shall bear all the costs associated with the complaint, including all the documented costs associated with the stay of rail tank cars on railway tracks and the lay-off costs of trucks.
9. If the **Product** does not meet the requirements determined in the **Contract**, the **Buyer** shall have the right to reject a **Product batch**, whereupon that batch shall be considered not delivered. The **Buyer** can allow for delivery of the missing quantity of the **Product** at another time and location. In this case the **Seller** shall deliver the missing quantity within an agreed time limit. If returning of the **Product** had been made on the basis of complaint, and the **Seller** has not exercised the right to test a sample by accredited research laboratory, it would not excuse the **Seller** from the obligation to pay penalties in accordance with §7.
10. The **Seller** represents and warrants that the **Product** delivered to the **Buyer** will be from current production, i. e. production plant in with additives applied and that its quality will be compliant with Annex no. 1 and the CSN EN 14214 standard, and the legal provisions applicable in the territory of the Czech Republic and/or another state in the case of deliveries to the ORLEN Capital Group companies. The **Seller** shall inform the **Buyer** about type of used additive before the first delivery to approve it and when the **Seller** needs to change the additive, then the **Buyer** needs to make authorisation for this action. Should the **Seller** be not able to fulfil its obligation arising from this **Contract** from current production stated above, the **Buyer** reserves the right to approve substitute production plant. The **Seller** is obliged to announce in writing the substitute production plant immediately after he discovers the inability to supply the **Buyer** from current production. The **Buyer** shall approve or disapprove the substitute production within 3 business days after receipt of the announcement. For the avoidance of doubts, both contracting **Parties** expressly agree that lack of opinion cannot be interpreted as an

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approval with the substitute production plant. In case the **Seller** fails to announce the substitute production according to previous paragraph, the **Buyer** is entitled to terminate the **Contract** by serving a note to the **Seller**. Effectiveness of this note starts at the date of its deliverance to the **Seller**.

11. At the **Buyer's** written request (sent by electronic mail), the **Seller** shall enable the **Buyer** to audit the **Seller's** manufacturing plant on a date proposed by the **Seller**, which should be no later than 2 weeks after receipt of an audit request. The **Buyer** shall specify the subject-matter and scope of an audit, the required documents, the **Seller's** representatives required to attend the audit and the expected duration of the audit, provided that the subject-matter of the audit may only include areas closely linked with the performance of this **Contract**. The **Buyer** reserves the right to use the services of external advisory company.
12. The **Seller** represents that he is aware of the provisions of the REGULATION of European Parliament and European Council dated 18.12.2006 No. 1907/2006 – REACH and, consequently, the **Seller** undertakes to supply to the **Buyer** only such substances on their own, in preparations or in articles (if they are intended to be released under normal or reasonably foreseeable conditions) that meet all the provisions of said Regulation.

In reference to the above the **Seller** declares, that:

- a) the delivered substances in their own, in mixture or in an article, constituting the subject of this Contract were preregistered or registered according to the appropriate procedure set out in the REACH Regulation by: the Seller, his Only Representative, or producer or importer constituting preceding links in a supply chain, or
- b) are exempt from the registration obligation under Regulation (EC) No 1907/2006 (REACH); or
- c) the delivered substances in their own, in mixture or in an article are not subject to the Regulation (EU) No. 1907 / 2006 (REACH)

In the event of a breach of the provisions of the REACH Regulation, the **Seller** additionally undertakes to compensate the Buyer for any damage incurred as a result of such breach of the Regulation and the **Buyer** has the right to:

- a) return at the **Seller's** expense the goods that do not comply with the requirements set out in the provisions of the said Regulation;
- b) demand reimbursement of the price paid, as well as the statutory interest charged by the **Buyer** from the date of payment until the date of return by the **Seller**;
- c) charge the **Seller** with the obligation to pay all expenses, costs, fines, penalties or other payments imposed by the competent authorities as a result of the **Seller's** breach of the provisions of the REACH Regulation;
- d) claim compensation for any damage suffered by the **Buyer** in connection with the **Seller's** failure to comply with the provisions of the REACH Regulation.

The **Seller** undertakes to:

- Provide the **Buyer** with their safety sheets (SDS) in the Czech language pursuant to Article 31 of Directive (EC) No. 1907/2006 REACH or with a declaration pursuant to Article 32 of Directive (EC) No. 1907/2006 REACH, including the relevant exposure scenarios in Annex of SDS or the information from the exposure scenarios included in the SDS (extended SDS), the information derived from the exposure scenarios should be indicated;
- Prove in written form to the **Buyer**, that all the supplied chemical substances or individual components of the supplied mixtures have been registered, whether they are on the candidate list (SVHC substances), whether they are subject to mandatory authorization and have valid permits for the intended use pursuant to Directive (EC) No. 1907/2006 REACH and comply with all other obligations specified by this directive or, if applicable, that the obligations pursuant to the stated directive do not apply to them,
- Provide the **Buyer** with a written notification about determining an only representative pursuant to Article 8 of Directive (EC) No. 1907/2006 REACH, provided the chemical substances or mixtures in

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question are imported from countries that are not members of the EU (including notification of the annual tonnage of import of the substance covered by the registration of the substance). The **Buyer** shall not take over the chemical substance or mixture unless it is documented in writing that an only representative has been appointed.

- Supply hazardous chemicals / mixtures in packaging and labeled in the Czech language in accordance with Title III and Title IV of Regulation (EC) No. 1272/2008 CLP (including a unique composition identifier - UFI code on the label, where relevant).
 - If it is a hazardous mixture – we require the UFI code and a statement that the mixture has been notified to the PCN register for placing on the market in the Czech Republic (according to the requirements of Annex VIII of the CLP Regulation).
13. In case of coming into force the requirements regarding registration of transactions in Union Database for Biofuels (UDB), the Seller is obliged to fulfil all required formalities in order to ensure that executed transactions (supplies of FAME) are correctly registered in the aforementioned database.

Terms of payment § 6.

1. The **Buyer** shall make payments by bank transfer within the period specified in the **Commercial Agreement** (Annex No. 2 to the Contract) from the receipt of a correctly issued VAT invoice for **Deliveries settlement period**, provided that the **Product** delivery is completed as per contractual provisions together with necessary documents. VAT invoice for executed deliveries will be issued after **Deliveries settlement period** in the period of time resulting from the law being in force.
2. The payment shall be made in the currency of EUR according to the average monthly exchange rate EUR/USD of the European Central Bank in the month of delivery.
3. A correct VAT invoice shall mean a VAT invoice accompanied by a list of completed deliveries and an **e-AD** document – a list of **e-AD** documents with ARC/**EMCS** numbers for the respective deliveries.
4. The amount of a VAT invoice for the **Product** delivered in **Deliveries settlement period** shall be the price applicable in accordance with Annex No. 2, on the basis of quotation from the month in which **Product** deliveries were occurred, for the **Product** quantity accepted and confirmed by the **Buyer** on the delivery note. Invoice includes the following information:
 - a. Final delivered quantity in metric tons and in liters at 15°C
 - b. Final price in metric tons
 - c. Identification number from both **Buyer** and **Seller**
5. In case of necessity of issuance of a corrective invoice the payment shall be made within twenty one (21) days from the date of a corrective invoice. The payment term of corrective invoice cannot happen earlier than the payment of the base original invoice being corrected.
6. In the case of deliveries unloaded at the turn of a month, the price of the entire delivery shall be calculated on the basis of the price applicable in the month when the delivery was activated. If the **Seller** delivers the **Product** on the final days of a month, as scheduled, and acceptance of that delivery is completed in the following month, the volume of the **Product** will be credited to the planned month of delivery even if an **e-AD** document is confirmed in the first days of the next month.
7. The day of payment shall be the date of debiting the **Buyer's** bank account. In case of default in payment, **Seller** is eligible for asking and **Buyer** is obliged to pay interest on late payment, the amount of the default interest will be settled according to the Government Order n. 351/2013 Coll., laying down the level of default interest and default charges according to CC, in valid wording, or according to respective legal regulation which would substitute above mentioned Government Order in attached range in the future.
8. In accordance with § 4 (10) and (11) of this **Contract**, the basis to issue a correct invoice shall be the **Product** tons quantity accepted and confirmed by the **Buyer** on the delivery note. The **Seller** shall report the price per ton (rounded to two decimal places) of the delivered **Product** in an invoice. If the **Seller** is obliged to issue a corrective invoice, the **Seller** shall issue and deliver to the **Buyer** a corrective invoice accompanied by a copy of an **e-AD** document enclosed to the relevant **Product batch** with reference the number ARC/**EMCS** of an **e-AD** document, where relevant.

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9. If a **Product** delivery is not executed in full, the **Buyer** shall be entitled to withhold payment and set a new course of the payment deadline, in accordance with the **Commercial Agreement**, counted from the moment of full performance of the **Product** of delivery by the **Seller** (this provision refers only to deliveries questioned by the **Buyer**). The foregoing shall not limit the **Buyer's** right to enforce contractual penalties.
10. The amount due for the **Product** shall be paid to the **Seller's** account. That account shall be each time identified in a VAT invoice. The amount due shall be paid to the **Seller's** account, of which the **Seller** shall notify the **Buyer** in writing.
11. The **Seller** shall notify the **Buyer** in writing of any changes of his bank account.
12. The **Buyer** reserves the right to deduct from each **Seller's** invoice amounts due to the **Seller** for their failure to perform or improper performance of the **Contract**, including contractual penalties under this **Contract** together with statutory interest for delays in commercial transactions.
13. The **Parties** represent that they are registered taxable persons for the value added tax (VAT) and they confirm that their respective companies are not in bankruptcy.
The **Buyer** represents that his VAT identification number is CZ699000139.
The **Seller** represents that his VAT identification number is:
Each Party shall notify the other Party of any change of the status and/or the VAT identification numbers mentioned above immediately after such a change occurred.
The **Seller** shall reference the number of this **Contract** and the relevant order number in a VAT invoice. A VAT invoice without relevant Order number will be sent back to the Seller.

An electronic version of a VAT invoice shall be delivered to the following address:

faktury.RPA2@orlenunipetrol.cz

The **Seller** shall be responsible for the payment of any taxes, duties or other charges arising at the dispatching terminal and which arise from the sale and delivery to the **Buyer** of the **Product** until the stage when the risk has passed to the **Buyer**. All other taxes, duties, levies and other charges imposed on the **Product** payable upon moving at Destination place shall be for the **Buyer's** account.

14. The **Seller** may not, without the previous written **Buyer's** consent, assign (transfer) to a third person the remuneration due to him for the provision of services under this **Contract**. At the **Seller's** request, the **Buyer** may consent to the assignment of the **Seller's** remuneration due under this **Contract** to a third person.
15. The **Buyer** will cover all the financial amounts only onto the account of the **Seller** (service provider) published by the tax administrator in a manner accessible remotely and the payment services managed by the provider in the home country. The **Seller** (service provider) is obligated to notify the company of the account number which meets all the aforementioned criteria. Until the account number has been shared, which is to be published by the tax administrator in a manner accessible remotely, the **Buyer** will not be in arrears in terms of invoice payments. In the event that the **Seller** (service provider) becomes an unreliable payer within the meaning of Act No. 235/2004 Coll. for value added tax, this reason is deemed as a cause for withdrawal from the **Contract** on behalf of the **Buyer**. Invoices for services which have already been provided/ goods already delivered, will be paid in such a manner ensuring that a portion of the invoices of the **Seller** corresponding to the level of VAT will be paid directly into the account of the tax administrator acting according to § 109a of act No. 235/2004 Coll., for value added tax; the tax base will be paid to the account of the **Seller**.

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Responsibility for failure to perform or improper performance of the Contract.

§ 7.

1. If, in any given month, the **Seller** fails to deliver on time the whole or part of the ordered **Product** quantity determined in accordance with § 4 and § 5 of the **Contract**, the **Seller** shall pay to the **Buyer** a contractual penalty of 0.3% of the net value of the **Product** delivered after the due date per each of the first 10 days of delay. After that, the value of the contractual penalty shall be 0.5% of the net value of the **Product** for each subsequent day of delay.
2. The contractual penalties referred to in this **Contract** shall be additional to any other compensation defined herein due on account of the **Seller's** failure to meet the guaranteed technical parameters as well as other damages caused by the **Seller** in accordance with the provisions of this **Contract** and shall be due to the **Buyer** even after expiry of this **Contract** as a result of termination by the **Buyer**.
3. If a delivery is not effected or is delayed, the **Buyer** shall have the right to terminate the part of this **Contract** associated with the failure to deliver the **Product** or late delivery.
4. If the **Seller's** failure to meet the requirements established in legal provisions governing biocomponents trading or to provide his services due to the **Buyer** under this **Contract** causes the **Buyer** to suffer loss, in particular in the form of lost reliefs or exemptions or penalties imposed on him by competent authorities, the **Seller** shall cover the entire loss suffered by the **Buyer**, including penalties for the **Buyer's** failure to meet the National Index Target/Obligatory blending and CO2 emission saving obligation.
5. If the **Seller** fails to perform the whole or part of this **Contract**, the **Seller** shall pay to the **Buyer** a contractual penalty of 20% of the net value of outstanding deliveries, notwithstanding the **Seller's** obligation to cover the entire amount of other loss suffered by the **Buyer** in association with the **Seller's** failure to fulfil his obligations under this **Contract**. Payment of said contractual penalty shall exclude the **Buyer's** right to claim the contractual penalty for delay referred to in the above § 7 (1).
6. If the delivered **Product batch** does not meet the quality requirements in accordance with Annex no. 1, the **Seller** shall pay to the **Buyer** a contractual penalty of 15% of the net value of the **Product batch** concerned.
7. If the quality of a part of the delivered **Product batch** is questioned, the penalty shall only be charged on that volume of the **Product batch** that does not meet the quality requirements in accordance with Annex No. 1.
8. If the **Buyer** determines, following a laboratory test, that the **Product** was manufactured from other raw materials than specified for specific types of the **Product** in reference specification (type of the **Product** will be identified in schedule) the **Seller** shall pay to the **Buyer** a contractual penalty of 25% of the net value of the delivery concerned.
9. If the **Seller** fails to perform or is unable to perform the whole or part of this **Contract** within the agreed time limit, the **Buyer** will have the right to terminate this **Contract** or to cancel monthly delivery schedule in non-performed volume, and charge the **Seller** with the costs of so-called **Substitute contract** performed by a third party. If the **Seller** covers the costs of so-called **Substitute contract**, he will be released from the penalty referred to in § 7 (5).
10. If loss suffered by the **Buyer** as a result of the **Seller's** failure to fulfil the requirements of this **Contract** exceeds the value of the contractual penalties provided for herein, the **Buyer** will have the right to seek compensation on general terms.
11. In case of deliveries of the **Product** equipped with certificate of analysis in which quality parameters do not meet the parameters specified in the **Contract**, the **Product** automatically is subject to complain as complained and consequences resulting from the provisions of § 7 (6) apply. The return of the **Product** does not release the **Seller** from the mentioned above contractual penalties.
12. The Parties agreed on the following Key Performance Indicators („KPI”) for measuring the quality level of deliveries settled on a monthly basis:

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- a) **"Timely Deliveries"** indicator – number of truck/rail deliveries performed within the required time limit compared to the agreed delivery schedule.
- b) **"Complaints"** indicator – number of tons of volume subject to complaints divided by the total number of tons of volume delivered in a given month.
- c) **"FILL RATE"** indicator – number of delivered tons divided by the total number of tons provided for in the schedule for a given month.
- d) **"The deliveries PoS in time"** indicator – number of PoS document delivered in time according to §7 art. 2 divided by number of all PoS document issued in a given month
- e) **"Emission control"** indicator – number of the Product in tons delivered with required GHG emission divided by the total number of tons of the Product in a given month

The Parties unanimously agreed on a quarterly quality assessment system based on the KPI indicators. The system depends on the results of particular indicators expresses in % according to the following model:

KPI	Value
a) Timely deliveries	> 97%
b) Complaints	< 0.2%
c) FILL RATE	> 97%
d) The deliveries PoS in time	> 97%
e) Emission control	> 97%

13. The **Seller** shall be informed about KPI indicators. If in a given month the **Seller** does not reach the required value of one of the above-mentioned indicators and in the next month the same indicator's required value is not achieved, the **Buyer** will be entitled to limit the ordered **Product** in the next month (following the month in which the appropriate value of a KPI value is not reached) below the minimal quantity indicated in Annex No. 2 to the **Contract**. In such a case, the **Seller** shall not present against the **Buyer** any claims related to the lack of receipt of the minimal quantity specified in Annex No. 2 to the **Contract**.

Force Majeure

§ 8.

1. The **Parties** shall not suffer the consequences of their failure to fulfil the whole or part of their contractual obligations due to a Force Majeure event.
2. A Force Majeure event shall mean circumstances beyond the control of both **Parties**, unforeseeable and unavoidable at the time of execution of this **Contract**, and in particular, but not limited to: war, domestic riot, flood and other natural disasters except for modifications of provisions governing biocomponents trading, or general strikes officially acknowledged by trade unions. However, neither an obstacle stemming from the personal circumstances of the contracting party or occurring at the time that the contracting party was already in delay with the performance of its contractual obligation, nor an obstacle that the contracting party was obliged to overcome shall release it from its obligation to compensate the other contracting party.
3. The **Party** unable to fulfil his obligations due to a Force Majeure event shall immediately, in any case no later than within 7 (seven) days, notify the other Party of such event, presenting reliable evidence thereof. The other **Party** should be notified immediately as soon as a Force Majeure event ceases to exist. The **Party** is obliged to make every possible effort to prevent such an event or its consequences and to remedy them.
4. Failure to comply with the above requirement shall cause forfeiture of the right to invoke Force Majeure.

Protected information

§ 9.

1. The **Seller** agrees to maintain confidentiality of information provided directly or indirectly by the **Buyer** (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the **Seller** in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this **Contract**, if such information relates directly or indirectly to the **Buyer**, companies of the **Buyer's** Group or their counterparts/Sellers, including the contents hereof. The **Parties** agree that all technical, technological, organisational or other information of commercial value, undisclosed to the public, transmitted by the **Buyer** or on its behalf or otherwise obtained by the **Seller** while negotiating, concluding and performing the Contract shall be treated as Trade Secret within the meaning of the Act of 16 April 1993 on combating unfair competition (Act no. 89/2012 Coll., Civil Code (hereinafter: "Trade Secret")), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.
2. As commitment to maintain the confidentiality of information referred to in section 1 above, the **Parties** understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:
 - 2.1. disclosure or use of the information is necessary for proper implementation of this Contract and in accordance herewith, or
 - 2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the **Buyer** or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
 - 2.3. the **Seller** has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the **Seller** shall immediately inform the **Buyer** in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the **Buyer's** recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or
 - 2.4. the **Buyer** has expressed its written consent to Seller's disclosure or use of information for a specific purpose, in manner indicated by the Ordering Party.
3. The **Seller** shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Trade Secret, including compliant with the Contract and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The **Seller** shall not, in particular, copy or fix the Trade Secret if it is not justified by its due performance hereof. The **Seller** shall immediately notify the **Buyer** of any violation of protection rules

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or unauthorised disclosure or use of the Trade Secret processed in connection with Contract execution.

4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the **Seller's** staff and other persons, including, in particular, auditors, consultants and subSellers, to whom the **Seller** shall disclose such information. The **Seller** shall impose on the above mentioned persons, in writing, an obligation to protect the Trade Secret under at least the same terms and conditions as stipulated herein. The **Seller** shall bear full responsibility for acts or omissions of persons who have been provided with access to the Trade Secret, including liability referred to in section 8.
5. At the request of the **Buyer**, the **Seller** shall, within a period not longer than five (5) days, send to the **Buyer** a list of persons and entities that have been provided by the **Seller** with access to the Trade Secret. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Trade Secret resulting in liability referred to in section 8.
6. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Trade Secret protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of the **Buyer** or based on the specific provisions of the law, the **Buyer** shall notify the **Seller** in writing of protection period extension for an additional period, indicated by the Buyer (but not more than 10 years), to which the Seller hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The **Parties** agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.
7. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the **Seller** and any persons to whom the **Seller** has disclosed the Trade Secret shall return to the **Buyer** or destroy all materials composing the Trade Secret.
8. In the event of unauthorised use, transfer or disclosure by the **Seller** of the Trade Secret, the **Buyer** shall be entitled to request the Seller to pay a contractual penalty in the amount of CZK 100,000 (in words: one hundred thousand) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the **Buyer** to claim from the **Seller** compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the **Buyer**.
9. Should it be necessary, in connection with performance hereof, to provide the **Seller** with access to, or to transfer to the **Seller** personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the **Seller** shall be obliged to conclude with the **Buyer** an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
10. Both **Parties** of the agreement are 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 („MAR Regulation”).
Accordingly, in applying the provisions of the above Regulation:
 - a) Both **Parties** of the agreement inform each other **Party** of the **Contract** about the intention of publishing the information regarding that **Contract** if this information will be recognized as an inside information within the meaning of MAR Regulation and consult the scope of information to be published.
 - b) The information deemed by any **Party** of the agreement as an inside information within the meaning of MAR Regulation cannot be used and unlawfully disclosed by the other party and persons working on its behalf. In case of use of inside information and its unlawful disclosure, the sanctions according to MAR Regulation apply.

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11. Should it be necessary, throughout performance hereof, to provide the **Seller** with access to, or transfer to the **Seller**, in any form, information composing the Company Secrets of ORLEN Unipetrol RPA s.r.o. , understood as the sensitive type of the Trade Secret of the **Buyer**, which was subject to specific actions specified in internal acts of the **Buyer** in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the **Buyer**, the **Seller** shall immediately conclude with the **Buyer**, before receiving and processing such information, an amendment to this Contract, compliant with the internal acts of the **Buyer**, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN Unipetrol RPA s.r.o..
12. For the avoidance of doubt, the Parties confirm that the **Seller**, beside its obligations under this Contract, 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.
13. The **Seller** is obliged to fulfil, on behalf of the **Buyer** as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this agreement with the **Buyer**, the information obligation towards natural persons employed by the **Seller** or cooperating with the **Seller** in the course of conclusion or performance of this agreement, without regard to the legal grounds of the cooperation, whose personal data were made available to the **Buyer** by the **Seller** 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 Annex no. 9 to this Agreement, with simultaneous compliance with the accountability principle.
14. The Parties agree that Confidential Information containing Trade Secret of the disclosing Party, which the disclosing Party, acting reasonably and in good faith, no later than when disclosing it to the receiving Party, determines in writing (an email message will suffice) to be transmitted only in the form set out in this clause below; and/or personal data provided by the disclosing Party shall be transmitted by the receiving Party in digital form to the disclosing Party or any third party in accordance with this Contract only through: a) Next File (<https://nextfile.orlen.pl>); transfer of files between computers using a computer network); b) WinZip (a shareware archiving and compression program), which is encrypted with a secure password containing a minimum of 12 characters, at least one of which is an uppercase letter, a lowercase letter, a special character and a number; c) company portable storage medium that is encrypted with a secure password (according to the parameters specified in (ii) above). 6.2. Above mentioned clause shall not apply where the receiving Party transmits the information having a nature of Trade Secret and/or personal data set out in above mentioned text in digital form to its Employees via its internal computer network.
15. The **Seller** shall obtain a prior written consent of Unipetrol to disclose the business name, trademark or logo of Unipetrol on his website, in a list of contracting **Parties**, in brochures, advertisements or in any other marketing or advertising materials. In such a case the **Seller** shall submit to Unipetrol , together with above mentioned request for consent, the project of the materials in which such data would be used.
16. The **Seller** shall also obtain a prior written consent of Unipetrol to communicate any information concerning the **Contract** to the mass media such as press, TV, radio, Internet. In such a case the **Seller** shall submit to Unipetrol , together with above mentioned request for consent, the project of information to be used in mass media communication.
17. In the case of non-performance or undue performance of the provisions of this Clause, Unipetrol is entitled to charge a contractual penalty of 100.000,00 CZK (say: one hundred thousand Czech crowns) for each such violation. The payment of the contractual penalty referred to above, shall not limit the right of Unipetrol to seek additional damages in accordance with relevant general provisions, if the amount of the loss suffered exceeds the amount of contractual penalties.

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Final provisions § 10.

1. This **Contract** shall become binding on the **Parties** upon signing.
2. If new legal acts are published or the current legal acts are modified in a way affecting the scope of this **Contract**, including issues related to the National Index Target/Obligatory blending concerning the biofuel/biocomponent ratio in the fuel pool in the Czech Republic and CO2 emission saving, the **Buyer** shall have the right to renegotiate the conditions of this **Contract**. If the **Parties** fail to reach an understanding as to new terms and conditions of this **Contract** within thirty (30) business days, the **Buyer** shall have the right to terminate this **Contract**.
3. In the event of entry into force of domestic legal provisions relating to the biocomponent certification system in accordance with Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III), and Directive 2009/30/EC, including the Amendment 2015/1513/EU, the Seller shall guarantee deliveries of the Product compliant with the requirements established by the Directives and compliant with the certification system, accompanied by all the necessary documents, certificates etc. If the Seller fails to fulfil the requirements of the aforementioned regulations, the Buyer shall have the right to terminate this Contract with immediate effect, with respect to the part of the Contract outstanding on the day of termination.
4. The **Parties** may not use the other Party's name or symbols for their own purposes without a prior written consent of the other **Party**.
5. In the event of violation of the **Buyer's** intellectual property by the **Seller**, the **Buyer** shall have the right to terminate this **Contract** with immediate effect, with respect to the part of the **Contract** outstanding on the day of termination and charge the costs of so-called **Substitute contract** on the **Seller**.
6. The **Buyer** shall have the right to terminate this **Contract** with immediate effect in the event of gross violation of the contractual conditions by the **Seller**, having first sent a reminder that did not result in improvement of deliveries. The maximum period from a reminder to improvement of deliveries is fourteen (14) days.
The above shall be notwithstanding the **Parties'** right to terminate this **Contract** in accordance with the provisions of the CC.
7. The rights and obligations of the **Seller** under the **Contract** are strictly related to its legal status, its production assets and owned certificates and licenses and cannot be transferred to other entities, except receiving prior written consent of the **Buyer**. Moreover the **Seller** cannot transfer its rights and obligations under the **Contract** due to the sale or transfer to another entity of the part or whole of the enterprise, to which the **Contract** refers or, if necessary, results or remains in connection with fusion, consolidation, acquisition, division, separation, change of control, change of legal status, transformation or restructuring, corporate transaction associated with that enterprise, except receiving prior written consent of the **Buyer**. In case the **Seller** performs above action without approval of the **Buyer**, or in the event of occurrences, which result in transfer to another entity of the part or whole of the enterprise, to which the **Contract** refers, as well as other entity obtains control over that enterprise, the **Buyer** has the right to terminate the **Contract** with immediate effect, as far as its part which has not been performed by the day of withdrawal is concerned, and to charge the **Seller** with costs of performance of the so-called **Substitute contract**. In this case, together with termination of the **Contract**, all Commercial Agreements are terminated and obligations shall not be continue in the scope of the **Product** not delivered until then.
8. Any changes to this **Contract** shall only be valid if made in writing.
9. In the case of termination of this **Contract**, both **Parties** shall continue performing their respective obligations that arose prior to the termination of this **Contract**, until the day of termination.
10. The **Parties** shall strive to settle any disputes associated with the performance of this **Contract** amicably by negotiations.
11. If a dispute is not settled amicably within fourteen (14) days from the day when one of the **Parties** received a letter commencing the dispute from the other **Party**, the **Party** that commenced the dispute shall have the right to take the matter to the General Court of venue for the **Buyer**.
12. In the event of a physical signature, this contract is made in two (2) original copies, with one (1) copy for each party.

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13. The **Contract** is signed for the period 01.01.2026 – 31.12.2027 with the Buyer option to extend by 3 months (i.e. until 31.03.2028) and at this time it cannot be terminated by the **Parties**, subject to the **Buyer** rights to cancel or terminate the **Contract** in the cases described in this paragraph. The Buyer will inform the Seller about the extension of the Agreement one month before the end of the basic period (i.e. by 30.11.2027).
14. The contact persons responsible for communication between the **Seller** and the **Buyer**, including for arranging a schedule, are listed in Annex No. 2 point 3.
15. This **Contract**, as well as the individual monthly purchase contracts, is governed by the laws of the Czech Republic. The rights and obligations ensuing from this **Contract** as well as from the individual monthly purchase contracts shall be governed by the CC. The contracting **Parties** hereby exclude the application of the United Nations Convention on Contracts for the International Sale of **Products** to the rights and obligations ensuing from this **Contract** as well as from the individual monthly delivery schedules. The contracting **Parties** further agree that business customs shall not take preference over any legislative provisions, not even over legislative provisions lacking a coercive effect.
16. If one of the contracting **Parties** loses its authorisation to conduct an activity via which this **Contract** is implemented, it is obliged to notify the other contracting party of this fact without undue delay. The contractual relationship shall then terminate upon the written notice being served to the other contracting party, but not later than the expiry of the given authorisation to conduct the activity. In such a case, the contracting party that lost the authorisation to conduct an activity via which this **Contract** is implemented shall be liable for the damage resulting from the expiry of the commitments established under this **Contract** and the monthly delivery schedules.
17. The contracting **Parties** hereby agree, pursuant to the provisions of Section 630 of the CC, on a prolongation of the limitation period for all rights ensuing from this contract and the monthly delivery schedules to four (4) years from the moment of this period commences, and that the prolongation of the limitation period shall also apply to rights resulting from withdrawal from this **Contract** or any monthly delivery schedule. The arrangement concerning the prolongation of the limitation period for the rights of the **Seller** cannot be separated from the arrangement concerning the prolongation of the limitation period applying to the rights of the **Buyer**.
18. The **Seller** further declares that any provision of this **Contract** is not surprising for him.
19. The **Seller** hereby confirms that it finds all the clauses contained in this **Contract** to be intelligible, are not disadvantageous for it and that this **Contract** does not deviate from the usual terms and conditions agreed upon in similar cases.
20. The contracting **Parties** hereby declare and confirm by their handwritten signatures that none of them feels or considers itself as being the weaker contracting party vis-a-vis the other contracting party and that they were given the opportunity to familiarise themselves with the text and the contents of the **Contract**, understand the contents, wish to be bound by it and have jointly negotiated the contractual arrangements to a sufficient degree. The contracting **Parties** further declare that the implementation of this **Contract** does not result in one of the contracting **Parties** suffering a disproportionately shortening (*laesio enormis*) pursuant to Section 1793 of the CC. The contracting **Parties** declare that this **Contract** expresses their real, earnest and free will, that its contents is sufficiently intelligible and certain to them, that it was not concluded under distress or duress, as witness of which they attach their signatures below.
21. For the performance of this Contract, the Customer processes personal data contained in the Contract (contact details) and personal data of the Contractor's employees that it has obtained in connection with the performance of this Contract and that it processes in line with the General Data Protection Regulation (EU) 2016/679 and other related or implementing regulations governing personal data protection. Personal data provided by the Contractor hereunder shall be processed and retained by the Customer for the term for which the Contract is valid, and for the subsequent 10 years. Contractor's employees, as data subjects, shall exercise all of their rights vis-à-vis their employer – the Contractor.
1. The Contracting Parties expressly agree that all payments made by the Buyer to settle financial obligations arising from this contract shall be credited by the Seller in the following order:
 - a) first to the payment of the principal,

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- b) then to the payment of interest,
c) and then to the payment of costs associated with the enforcement and recovery of the claim
- c) The annexes constitute an integral part of the **Contract**.

Annexes:

1. Requirements and specifications.
2. Commercial Agreement Template
3. Contact persons
4. Anti-corruption clause
5. THE PRINCIPLES OF ACCEPTING AND PRESENTING GIFTS AT ORLEN Group
6. Declaration
7. Sanction clauses
8. TEMPLATE OF THE UNDERSTANDING
9. Information clause Protection of personal data
10. Avizo
11. Logistic limitations

Seller:

Buyer:

.....

.....

.....

.....

Date:

Date:

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Annex No. 1:

Requirements and quality for ORLEN Unipetrol RPA s.r.o.

Product specification for depots: Kralupy nad Vltavou, Litvinov, Pardubice

All quality parameters are in compliance with
ČSN EN 14214+A2 : 2019 (idt. EN 14214+A2 : 2019), considering any changes in regulations introduced during the term of the Contract.

Parameter	Unit	min.	max.
Ester content		96,5	
Density at 15 °C	kg/m ³	860	900
Viscosity at 40 °C	mm ² /s	3,50	5,00
Flash point	°C	101	
Sulfur content	mg/kg		10,0
Cetane number		51,0	
Sulphated ash content	% (m/m)		0,02
Water content	mg/kg		500
Total contamination	mg/kg		24
Copper strip corrosion (3 h at 50 °C)	rating	class 1	
Oxidation stability	h	8,0	
Acid value			0,50
Iodine value			120
Linolenic acid methyl ester	% (m/m)		12,0
Polyunsaturated (≥ 4 double bonds) methyl esters	% (m/m)		1,0
Methanol content	% (m/m)		0,20
Monoglyceride content	% (m/m)		0,70
Diglyceride content	% (m/m)		0,20
Triglyceride content	% (m/m)		0,20
Free glycerol	% (m/m)		0,02
Total glycerol	% (m/m)		0,25
Group 1 metals (Na + K)	mg/kg		5,0
Group 2 metals (CA + Mg)	mg/kg		5,0
Phosphorus content	mg/kg		4,0
<u>Climate dependent requirements</u>			
FAME in 100 % concentration			
CFPP			

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Grade B (15.04.-30.09.)	°C		0
Grade D (1.03.-14.04.; 1.10.-15.11.)	°C		-10
Grade F (16.11.-28.02.)	°C		-20
FAME as blending component for Diesel			
a) cold flow properties:			
Class d (15.04.-30.09.)			
Cloud point	°C		5
CFPP*	°C		0
Class f (1.10.- 14.04.)			
CP	°C		-3
CFPP	°C		-10
b) Monoglyceride content			
Class 6 (all year)	% (m/m)		0,7
*CFPP+5 can be considered by the Buyer in July and August (1.7. – 31.8.) - to be confirmed.			
<u>Note 1:</u> Producer shall put antioxidant into each batch before delivery as soon as possible after production.			
<u>Note 2:</u> Each delivery shall be attended by atest with all parameters above.			
<u>Note 3:</u> For FAME as blending component for Diesel, the given cold flow values (CP, CFPP) are without any additives for reducing flow properties at low temperatures (e.g. depresants).			
<u>Note 4:</u> Each supplied batch shall be supplied with declaration of sustainability of biofuels.			



Annex no. 2: Commercial Agreement

Commercial Agreement No

to Framework Contract No....., dated 202....

concluded in Litvinov between:

ORLEN UNIPETROL RPA s.r.o. with its registered office at Záluží 1, 436 70 Litvínov, Czech Republic, registered in the Commercial Register conducted by the Regional Court in Ústí nad Labem, Section C, Entry No. 24430 , VAT number: CZ699000139, Tax number: CZ27597075, represented by:

.....

.....

hereinafter referred to as the **"Buyer"** or **"Unipetrol"**

and

....., registered in, Registered Office:, VAT No
represented by:

.....

.....

hereinafter referred to as the **"Seller"**.

The Parties hereby agree as follows:

WHEREAS:

On 2024 year **Parties** concluded a Framework Contract No.(**"Contract"**), under which defined the general terms of purchase of fatty acid methyl esters;

In the **Contract**, the Parties decided that the detailed terms of cooperation between them will be specified in the **Commercial Agreement**.

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Commercial Terms
§1.

The Parties hereby agree as follows:

1. Under this **Commercial Agreement** the **Seller** shall sell quantity ----- t of the **Product** (in accordance with the **Product** properties determined in Annex No. 1 to the **Contract**) to the **Buyer** in the period from 01.01.2026 to 31.12.2026 (with the Buyer option to extend it by 3 months (i.e. until 31.03.2027), and the **Buyer** shall accept the **Product** in accordance with §4 of the **Contract**, subject to the flexibility clause referred to point 3 the **Commercial Agreement**. The Buyer will inform the Seller about the extension of the Agreement one month before the end of the basic period (i.e. by 30.11.2026).
2. The **Seller** is obliged to supply the **Buyer** with the **Product** featuring the maximum weighted average GHG emissions per month at the level ofg CO₂eq/MJ. The feedstock is...
3. The **Seller** undertakes to deliver the **Product** in the quantity, the saving of GHG emissions and for the price consistent with those specified in the **Commercial Agreement**, in accordance with the conditions under the **Contract**.
4. The **Buyer** reserves the right to change monthly **Product** quantities by +/-% to the monthly quantities determined in **Commercial Agreement** to the Contract. Whether or not the **Buyer** exercises his right to change **Product** quantity to be delivered in a given month, the delivery quantities for the remaining months determined in § 1 (6) this **Commercial Agreement** shall remain unaffected, however, the quantity referred to in § 1 (1) may be reduced or increased, as the case may be. Moreover, the **Parties** shall have the right to agree, following separate negotiations, to change the monthly volume by up to +50% under this Contract. If such additional quantity in excess of% or another agreed quantity of up to +50% is not delivered in a given month, the **Parties** may agree on a period to use the undelivered additional quantity.
5. The price for delivered **Product** will be calculated according to Price formula (net price)

$$A = 100\% Q + S1 + K + T$$

Or

$$A = 100\% Q + S2 + K + T$$

where:

A = price of Goods in USD/t on DDP ORLEN Unipetrol base

Q = monthly average from daily low quote of Platt's Barges FOB Rotterdam for Biodiesel FAME minus 10 RED FOB ARA in the month of delivery in USD/t

S1 = fixed premium for FAME 0in USD/t

S2 = fixed premium for FAME -10.....in USD/t

K = cost of summer additivesin USD/t

T = cost of supply for individual places of destinations in USD/t:

Kralupy nad Vltavou	for railway cistern - Buyer's RTCs (Train 1000 mt or more)
Litvinov	for railway cistern - Buyer's RTCs (Train 1000 mt or more)
Pardubice	for railway cistern – Buyer's RTCs (Train 1000 mt or more)
Pardubice	for truck

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The payment of price "A" shall be made in the currency of EUR according to the average monthly exchange rate EUR/USD of the European Central Bank in the month of delivery.

6. The following quantities are to be delivered to below depot:

The specific daily quantities and place of deliveries will be determined in a monthly schedule. Unless both parties agree to the contrary, monthly volumes are binding.

7. The **Buyer** shall make payments by bank transfer within ... days from the receipt of a correctly issued VAT invoice for **Deliveries settlement period**, provided that the **Product** delivery is completed as per contractual provisions together with necessary documents. VAT invoice for executed deliveries will be issued after **Deliveries settlement period** in the period of time resulting from the law being in force.

Final provisions §2.

1. In matters not regulated by this **Commercial Agreement**, the provisions of the **Contract** shall apply.
2. If the Buyer uses the right of withdrawal or termination of the contract with immediate effect in accordance with its terms, the effect of withdrawal or termination shall also apply to the part of the Commercial Agreement, which is not executed at the time of withdrawal.
3. In case of conflict contents of this **Commercial Agreement** with the contents of the **Contract** (including its annex) shall apply provisions of this **Commercial Agreement**.
4. The **Commercial Agreement** is drawn up in two counterparts, both of them being equally authentic, one for each of the **Parties**.
5. Terms not otherwise defined in this **Commercial Agreement** are defined in the **Contract**.

Seller:

.....

.....

Date:

Buyer:

.....

.....

Date:

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Annex no. 3 Contact persons

Contact persons of the **Buyer**:

Veronika Radicsová

ORLEN Unipetrol RPA s.r.o., Záluží 1, 436 70 Litvínov 7

Mobile: +420 736 506 089

Veronika.Radicsova@unipetrol.cz

www.orlenunipetrol.cz

Jana Juhasová

ORLEN Unipetrol RPA s.r.o., Záluží 1, 436 70 Litvínov 7

Phone: +420 476 163 642

Mobile: +420 737 273 796

Jana.Juhasova@orlenunipetrol.cz

www.orlenunipetrol.cz

Contact persons of the **Seller**:

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Annex no. 4 Anti-corruption clause

1. Each and every Party certifies that, in view of performing the present Agreement, it shall exercise due diligence and shall comply with all legal provisions binding on the Parties within the scope of preventing corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
2. Each and every Party additionally certifies that, in view of performing the present Agreement, it shall comply with all requirements and internal regulations binding on the Parties with regard to standard of ethical conduct, prevention of corruption, consistent with the law on settlement of transactions, costs and expenses, conflict of interest, granting and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
3. The Parties ensure that, in view of conclusion and performance of the present Agreement, neither/none of the Parties or neither/none of their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or no other person acting on their behalf have/has not made, have/has not proposed, have/has not promised to make and have/has not authorized as well as shall not make, shall not propose and shall not promise to make and shall not authorize to make any payment or another transfer constituting a financial benefit or another benefit or any other benefit directly or indirectly to any of the following:
 - (i) any member of the management board, director or another staff member or agent of a given Party or any business entity controlled by or affiliated with the Parties,
 - (ii) any state official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which there are registered offices of the Parties or any business entity controlled by or affiliated with the Parties;
 - (iii) any political party, member of a political party or candidate for a post in a state office;
 - (iv) any agent or intermediary in exchange for payment of anyone of the aforementioned; and
 - (v) any other person or entity – in order to obtain their decision, influence or activities which may result in any privilege inconsistent with law or for any other improper purpose if such an activity breaches or breached legal provisions within the scope of prevention of corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
4. The Parties shall be obliged to immediately inform each other about each and every case of breaching provisions of this paragraph. Upon a written request of one of the Parties, the other Party shall provide

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information and give answers to justified questions of the other Party that will pertain to performance of the present Agreement in accordance with this paragraph.

5. In order to duly fulfil the obligation referred to above, each and every Party certifies that, in the period of performing the present Agreement, it shall provide each and every person acting in good faith with a possibility of reporting irregularities on an anonymous basis via an electronic mail of the Anonymous Irregularities Reporting System: **anonim@orlen.pl**
6. In case of identifying a suspicion of corrupt activities made in connection with or for the purpose of performing the present Agreement by any representatives of each and every Party, ORLEN S.A. reserves the right to conduct an anti-corruption audit of the Supplier/Contracting Party to verify whether the Supplier/Contracting Party complies with provisions of this Paragraph, including in particular to clarify all issues pertaining to a corrupt activity or corrupt activities.

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Annex no. 5 THE PRINCIPLES OF ACCEPTING AND PRESENTING GIFTS AT ORLEN S.A.

The Policy for Accepting and Giving Gifts in the ORLEN Capital Group was introduced on 2 September 2022. The Gift Policy establishes standards in force in the ORLEN Group companies for accepting and giving gifts.

Main Assumptions of the Policy for Accepting and Giving Gifts in the ORLEN Group

1. The principles shall pertain to staff members of the ORLEN Group companies, defined as persons employed under an employment contract, irrespective of the working hours specified in the employment contract, natural persons providing services to the relevant organisational units of the ORLEN Group companies as part of their ongoing cooperation, in connection with the performance of the tasks of these organisational units, as well as external representatives of the ORLEN Group companies.
2. Gifts may be considered as income and are therefore subject to income tax. In exceptional circumstances, income from a gift may be exempt from taxation.
3. The following principles should be observed when deciding about accepting or giving a gift:
 - **Principle of honest intent of the gift-giver:** circumstances, the fact of giving, and the nature of the gift are intended solely to build or strengthen business relationships or as a courtesy; presenting a gift does not aim at influence the recipient and their objectivity when making business decisions, and the proposition to present a gift does not come at a time when the recipient is involved in a decision-making process in which the giver or their associate may benefit.
 - **Principle of legalism:** the type of gift and the circumstances in which it is given do not violate good manners as well as domestic, foreign, and international legal regulations.
 - **Principle of proportionality:** the unit value of a gift is within an acceptable limit and in accordance with the standards adopted in a given case; gifts shall be given sporadically and in connection with a specific occasion; giving of a gift shall not impose any obligation on the recipient or create any appearance of such obligation.
 - **Principle of transparency:** it is not allowed to accept gifts that, in the view of the recipient, may cause them embarrassment due to their value or a feeling of necessity to reciprocate the gesture or the desire to hide the fact of receiving such gifts from the supervisor and colleagues.
4. **Allowed gifts**
 - a) It is allowed to accept and give gifts, without the need to obtain additional consent, in relation to promotion or advertising, of a unit value not exceeding PLN 200 gross, provided that they are presented in accordance with the aforementioned rules listed in the Gift Policy.
 - b) Meals in the company of the trading partner's representatives are allowed up to the amount of PLN 200 gross per person provided that:
 - they are offered occasionally and on a reciprocal basis,
 - the meal is attended by the person inviting and offering the meal, or representatives thereof,
 - no family members or spouses, descendants, ascendants, relatives, in-laws in direct line to the second degree of persons listed in item 1 participate in the meal.
 - c) Invitations to entertainment events, understood as sporting events, theatre performances, concerts, or other cultural events up to PLN 200 gross are allowed provided that:
 - they are offered occasionally and on a reciprocal basis,
 - the person extending an invitation to the event also intends to participate in it.

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- d) The following are acceptable and not treated as a gift: invitations to events, training courses, or workshops conducted by the person extending the invitation as the host, as long as participation in the event is free-of-charge.
- e) Advertising gifts, such as pens, notebooks, calendars, other small items, if possible with the logo of an ORLEN Group company or the trading partner with a unit value not exceeding PLN 200 gross, are allowed.

5. Not allowed gifts

Accepting and giving gifts that meet at least one of the following conditions is not allowed:

- a) the accepting or giving a gift is not in compliance with the laws in force in the country of registration of the ORLEN Group company, internal organisational acts in the ORLEN Group companies including the ORLEN Group Code of Ethics, or the relevant regulation that applies to the trading partner,
 - b) the gift is in the form of cash or cash equivalents, including: gift vouchers, gift cards, loans, shares, stocks, other securities, etc.,
 - c) the gift is inappropriate, for example: includes erotic content or has sexual overtones, or could otherwise adversely affect the good name of the ORLEN Group company or any third party,
 - d) the circumstances under which the gift is accepted or given indicate that the other party expects reciprocation of the action or give rise to an obligation, in particular to violate the law or internal organisational acts in force in the ORLEN Group company,
 - e) a gift that may give rise to a conflict of interest,
 - f) accepting or giving a gift is dependent on the value or size of the performance related to the level of cooperation,
 - g) a gift is given prior to the establishment of a business relationship, unless it is intended to showcase the giver's or recipient's core activity, in which case particular care is also advisable.
- 6. In case of accepting or giving gifts that take place outside Poland, the provisions of this Gift Policy regarding tax regulations shall only apply to the extent that the Polish tax law is applicable.
 - 7. For tax purposes, the giver, together with the gift, should provide the recipient with information about the value of the gift.

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Annex no. 6 Declaration

Affidavit

Company:

Registered:

Represented by:

Declares,

that it is a supplier of ORLEN Unipetrol RPA s.r.o., with its registered office at Záluží 1, 436 70, Litvínov IČO: 27597075, DIČ: CZ699000139, file number: C 24430 kept at the Regional Court in Ústí nad Labem (hereinafter referred to as “Buyer“ or „Unipetrol”)

and that biofuels meeting the sustainability criteria supplied under the relevant applicable contracts for supply of biofuels during theperiod, were not for the purposes of fulfilling the obligation specified in § 19 f sec. 1 of the Act on Air Protection (introduction of the minimum amount of advanced biofuel into free tax circulation) and in § 20 sec.1 of the Act on Air Protection (reduction of greenhouse gas emissions from fuels) nor for fulfillment of a similar obligation in the territory of another Member State of the European Union so far taken into account.

Indate.....

.....
Name of representative

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Annex no. 7 **Sanction clauses**

1. REPRESENTATIONS OF THE PARTIES

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

- (i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland (hereinafter: the **"Sanction Provisions"**);
- (ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the **"Sanctioned Entity"**);
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

2. OBLIGATIONS OF THE PARTIES

2.1 Each Party hereby undertakes to ensure that during the term of the Agreement:

- (i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
- (ii) any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
- (iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, the Party shall inform the other Party 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 other Party shall be entitled to terminate the Agreement due to the fault of the Party in breach of the obligation and to recover any damages related thereto.

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



Annex no. 8 **Template of the understanding**

TEMPLATE OF THE UNDERSTANDING
UNDERSTANDING TO JOIN THE AGREEMENT

Number [local agreement number in the Company]

Company name:
 Company's registered office:
 NIP (Tax Identification Number):

Acting on behalf of
 with its registered office in
 registered in

(the "Joining Entity"), being authorised to represent the Company in compliance with the terms of representation of the Company, disclosed in the extract from the Register of Entrepreneurs of the National Court Register, constituting an Annexe to this understanding, I/we declare that:

We join the Master / Cooperation Agreement number [SAP number of the agreement in ORLEN S.A.], concluded on (hereinafter referred to as the Agreement" between

..... (hereinafter referred to as the Seller) and **ORLEN Unipetrol RPA s.r.o.** with its registered office at Záluží 1, 436 70 Litvínov, Czech Republic, registered in the Commercial Register conducted by the Regional Court in Ústí nad Labem, Section C, Entry No. 24430 , VAT number: CZ699000139, Tax number: CZ27597075 (hereinafter referred to as the "Buyer" or „Unipetrol") with the legal effect from the date of receipt by the Seller of this understanding.

Furthermore, I/we declare that I/we have become familiar with the content, terms and conditions of the Agreement, do not make any reservations with regard to the content of the Agreement and accept the Agreement in its entirety.

An integral part of the understanding includes a valid extract from the Register of Entrepreneurs of the National Court Register, a certificate on conferring NIP (Tax Identification Number) and certificate on REGON (Statistical Number) of the Joining Entity.

At the same time, we grant a power of attorney to

ORLEN Unipetrol RPA s.r.o. with its registered office at Záluží 1, 436 70 Litvínov, Czech Republic, registered in the Commercial Register conducted by the Regional Court in Ústí nad Labem, Section C, Entry No. 24430 , VAT number: CZ699000139, Tax number: CZ27597075 (hereinafter referred to as "Buyer" or „Unipetrol") to make any changes (amendments) to the Agreement on our behalf on the conditions at the attorney's discretion.

The attorney-in-fact may appoint further attorneys (substitutes).

The Seller and the Joining Entity agree upon the following principles of performance of orders and settlements on the basis of the concluded understanding to join the agreement:

- The maximum limit of performance of orders by the Joining Entity reaches
- Form of issuing orders as part of concluded understanding number :

- Invoicing and payments:

The Joining Entity declares that it is an active payer of VAT, holds NIP (Tax Identification Number) and is authorised to receive invoices.

Invoices for performance of orders shall be issued to the following data of the Joining Entity:

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Invoices for performance of orders shall include the following information:

- understanding number
- order number
- first name and surname of the ordering person

Appendix No. 9 Information clause Protection of personal data

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DEFINITIONS

“Personal data” means all information about an identified or identifiable natural person, on the basis of which a natural person can be directly or indirectly identified, particularly by reference to a specific identifier, for instance name, identification number, location data, network identifier, or one or more elements of the specific physical, physiological, genetic, mental ,economic, cultural or social identity of this natural person (Article 4(1) of Regulation).

“PDPA” means Act No. 110/2019 Sb., on the processing of personal data, as amended;

“Regulation” means Regulation of the European Parliament and Council (EU) 2016/679 on protection of natural persons in relation to the processing of their personal data and on the free movement of such data and on invalidation of Guideline 95/46/EC (General Data Protection regulation).

1. PROTECTION OF PERSONAL DATA

- 1.1. The Parties undertake to process the Personal data for the purpose of mutual collaboration in compliance with the PDPA, the Regulation and other related legal regulations in the field of protection of Personal Data as sole controllers .
- 1.2. The Parties will only process Personal data in the scope necessary for mutual collaboration and only for the essential period required by this mutual collaboration, however, for the period specified in the relevant generally binding legal regulations and in compliance with these, at most.
- 1.3. Each of the Parties is required to proceed with the requisite due diligence during the processing of Personal data, so that it does not cause anything that could represent violation of the Regulation, the PDPA, or related generally binding legal regulations.
- 1.4. Parties have implemented adequate technical – organizational measures in order to minimize risks arising from processing personal data.
- 1.5. Each of the Parties carry out notification duties towards Subjects of data independently.

Annex no: 10 Avízo

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NOTICE nr.:

of the order nr.:

Compiled on:

Compiled by:

Consignor:

Place of dispatch:

Customer:

Destination:

Attachments:

Quality certificate

European Assessment Document (EAD)

AAD reference code:

Product:

Product code (NHM):

Railtankcar nr.	Tare	Nett	Weight in vacuum (mass) *	Volume	Density	Date of dispatch

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	[kg]	[kg]	[kg]	[l/15°C]	[kg/m³] 15°C	
Total:	0	0	0	0	-	-

Basic information

1. To separate decimal places, please use a decimal comma character: ","
2. Respect the specified units of measure when entering values
4. Data marked with * are optional
5. The listed advice attachments are mandatory

Legend

Field name	Cell	Explanation
AAD reference code	C28	Unique administrative reference code issued by customs authorities
Product	C30	Name of the transported product
Product code (NHM)	C32	Unique product code based on international standard: Nomenclature Harmonisée Merchandises
Railtankcar nr.	C34	Universal 12-digit railtankcar number
Tare	D34	Tare weight of an empty vehicle
Nett	E34	Total weight of the goods themselves
Weight in vacuum (mass) *	F34	Total weight of the goods themselves with air buoyancy effect compensated
Volume	G34	Total volume of the goods calculated in 15°C
Density	H34	The product density calculated in 15°C
Date of dispatch	I34	The date of dispatch in format: "dd.mm.yyyy"

Kind	Agreement ID	File ID	Status	Modification date
In acceptance	332666683	332667106	To be accepted	2026-02-20 12:10:20

Annex no. 11 Logistic limitations

Logistic limitations ORLEN Unipetrol RPA

Requests for technical specification of Seller's RTC (Rail tank car): Unloading valve DN 100 with female thread 5 ½" Whitworth

* "D" the permission is required for each carrier and destination

** 80t it is max.weight!

*** In exceptional cases can be requested for extraordinary 1-2 shifts during the month on weekends.

Depots	opening hours	train	truck	unit	frequency of deliveries	quantity for single delivery	minimum quantity of delivery	Class siding	Max brutto weight of RTC
Czech Republic, Kralupy (278 52 Kralupy nad Vltavou)	24 h	train		t	3 - 5 times /month	1 200 t	150 t /180 t (C/D*)	C/D*	80 t / 90 t
Czech Republic, Litvinov (436 70 Litvinov)	24 h	train		t	3 - 5 times /month	1 200 t	250 t 300 t (C/D*)	C/D*	80 t / 90 t
Czech Republic, Pardubice (530 06 Pardubice)	6 a.m.-2 p.m. (Monday - Friday)***	train		t	1 - 4 times /month	1 000 t	250 t	C	80 t**
Czech Republic, Pardubice (530 06 Pardubice)	6 a.m. – 8 p.m. (Monday – Friday) 6 a.m. – 4 p.m. (Saturday – Sunday)		truck	t	every day	25 t	25 t	X	X