

Fatty Acid Methyl Esters Framework Contract

No.

concluded in Bratislava between:

ORLEN Unipetrol Slovakia s.r.o. with its registered office at Kalinčiakova 14083/33A, 831 04 Bratislava, Slovak Republic, registered in the Commercial Register conducted by the Municipal Court in Bratislava 3, Section Sro, Entry No. 20665/B, VAT ID number: SK2020232951,

represented by:

Executive of company – JUDr. Tibor Kotora

Executive of company – Artur Frankiewicz

Executive of company – Mgr. Matej Varga

hereinafter referred to as the “**Buyer**”

and

..... with its registered office, registered in, VAT Number:, Main Bank: Account No (IBAN):, SWIFT:

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 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.

– ensure the reduction of greenhouse gas emission at least 50% (in relation to 94 g CO₂eq/MJ fossil fuel basis, including delivery with transport), according to Art. 29 paragraph 2 and paragraph 10 of directive 2018/2001/EC and Art. 7b paragraph 2 of directive 98/70/EC or higher in accordance with specification in Annex No. 1.

– requirements of one of the systems that remain in force and are accepted by the EU Commission, compatible with ISCC EU system.

FAME – fatty acid methyl esters produced in accordance with Annex No.1.

Double counted Product – Product produced from raw materials listed, in particular, in paragraph 14a section 9b of the Act, reflecting the appropriate provisions stipulated in Part A and B of Annex IX of the Directive 2018/2001/EC, as amended by Directive (EU)

2023/2413 (RED III), which is confirmed by PoS document (Proof of Sustainability for Biofuels, Bioliquids and Biomass Fuels).

Advanced Product – Product produced from feedstock listed in the Annex No. 1a of the Act and in the Decree.

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**.

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.

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.

Price

§ 3.

1. The price for a delivered batch of the **Product** shall be determined in Commercial Agreement in accordance with Annex No. 2 to this **Contract**.
2. The **Parties** agree that the **Product** unit price shall be the price of one (1) m3 at 15°C or 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).
In case when the **Buyer** is in delay with sending of written monthly delivery schedule, then 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 it will be in possession of valid certificate according to the Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III), 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. 2.
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, delivery note, material safety data sheet are submitted to the **Buyer**.
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 from currently processed and the subsequent invoices for the goods value arising out of the lacking **PoS** document.
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 Slovak 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 a "Proof of Sustainability" 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**. The Product delivery destinations (DAP Incoterms 2020) shall be the following locations and the logistical conditions are presented in Annex No. 5:

- REAL – H.M., s.r.o., Nitrianska cesta 114, 940 88 Nové Zámky, Slovak Republic, means of transport: rail tank cars or trucks
- PROGRESS TRADING, a.s., Cukrovarská 22, 075 01 Trebišov, Slovak Republic, means of transport: rail tank cars or trucks

The **Product** shall be delivered in the **Seller'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. Moreover, at the **Buyer's** request, the **Seller** shall offer delivery of the **Product** in accordance with the terms and conditions of this **Contract** to companies belonging to the ORLEN Capital Group in accordance with Incoterms 2020 FCA **Seller's** premises. If this is the case, the quantities determined in accordance with § 1 (2) of the **Commercial Agreement** shall be less the quantities allocated to an ORLEN Capital Group company. The quantities allocated to an ORLEN Capital Group company shall be delivered under a separate contract, whose terms and conditions shall correspond to this **Contract**, executed between the **Seller** and the ORLEN Capital Group company. The Seller shall sign an understanding to join the agreement, constituting an Appendix No. 8 to this Contract, allowing the entity from ORLEN Group to join the terms and conditions of cooperation described in this Agreement. The Seller shall, each

- time, notify ORLEN Unipetrol Slovakia s.r.o. of concluding an agreement with a new entity / joining the Agreement by a new entity from ORLEN Group.
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 by 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 **STN 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** which is delivered to **Buyer** by **Seller**, shall maintain its properties determined in Annex No. 1 to the **Contract**, and especially in terms to oxidation stability according to ČSN EN 14214+A2 : 2019 shall maintain it for a period of at least 30 (thirty) days from the delivery date of the **Product**.
 - 2.2 the **Product** delivered to the **Buyer** is manufactured in accordance with Annex no. 1,
 - 2.3 in 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 in the Slovak Republic or other Member States of the European Union. Seller shall send after the end of each quarter of the year the declaration, that in line with provision § 14a et seq. of Act No. 309/2009 Coll., as amended („Act“), supplied biofuel was not taken into account neither for fulfilling obligations as per provision § 14a et seq. of the Act nor for fulfilling of similar obligations within any other EU state.

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.
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 2020 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 biocomponents' 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 STN EN 14214 standard, and the legal provisions applicable in the territory of the Slovak 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 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 association with the above provision, the **Seller** represents that the substances to be delivered by him on their own, in preparations or in articles have been pre-registered or registered in accordance with the relevant registration procedure described in the REACH Regulation by the **Seller** himself, his only representative or producer or importer being an actor up the supply chain. The **Seller** shall provide the **Buyer** with information to the effect that the substances being the object of this **Contract** have been registered in accordance with the REACH Regulation by: the **Seller** himself, his only representative or producer or importer being an actor up the supply chain. Moreover, the **Seller** confirms that the uses of the substances intended by the **Buyer** will be included among the uses identified in the registration dossier submitted to the European Chemicals Agency. Moreover, in the event of breach of the provisions of the REACH Regulation, the **Seller** shall make good any damage suffered by the **Buyer** as a result of such breach, and the **Buyer** shall have the right to:
- return **Products** that do not meet the requirements resulting from the provisions of said Regulation at the **Seller's** expense; and
 - request refund of the price paid plus statutory interest accrued from the day when the **Buyer** paid the price until the day when the **Seller** refunds the price; and
 - request the **Seller** to refund any expenses, costs, fines, penalties or other payments imposed on the **Buyer** by competent authorities as a result of the **Seller's** breach of provisions of the REACH Regulation, and
 - request the **Seller** to make good any other damage suffered by the **Buyer** in association with the **Seller's** failure to comply with the provisions of the REACH Regulation.
13. In the case of Union database according to the Article 31a of Directive (EU) 2018/2001 will be available in Slovakia and if legal legislation is adopted that mandates its use, the Supplier is obliged to deliver the certificates in accordance with the applicable legislation.

Terms of payment § 6.

- 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. VAT invoices must be sent no later than 12:00 p.m. on the third business day after Deliveries settlement period.
- 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.
- 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.
- 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:
 - Final delivered quantity in metric tons and in liters at 15°C
 - Final price in metric tons or in liters at 15°C
 - Identification number from both **Buyer** and **Seller**
- 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.
- 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. Since payment of invoices is executed once per week, maturity of the individual invoices falls on the expiration of the payment period. **Seller** expressly takes into account that in this case he is not entitled to payment of default interest pursuant to § 6 (8).
8. 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 no. 21/2013 Coll., laying down the level of default interest and default charges according to the Act No. 513/1991 Coll. The Commercial Code (hereinafter as "**CC**"), in valid wording, or according to respective legal regulation which would substitute above mentioned government order in attached range in the future.
9. 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.
10. 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.
11. 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.
12. The **Seller** shall notify the **Buyer** in writing of any changes of his bank account.
13. The **Buyer** reserves the right to deduct from each of the **Seller's** invoice any amounts due from the **Seller** on account of his non-performance or improper performance of this **Contract**, including any contractual penalties under this **Contract** together with statutory interest for delays in commercial transactions.
14. 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: SK2020232951.
The **Seller** represents that his VAT identification number is: SK7120001779.
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** is obliged to send a duly completed invoice to the **Buyer** within 3 days of its issuance to the email address **faktury.unisk-vo@orlenunipetrol.cz**, exclusively in PDF format. Due to the automatic processing of supplier invoices, it is necessary for the entire tax document, including attachments, to be sent by the supplier as a single PDF file. Multiple such PDF files may be sent in a single email message, and each will be processed as a separate tax document.

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:

unipetrol.slovensko@orlenunipetrol.cz
Milos.Lauko@orlenunipetrol.cz
Juraj.Urbanovic@orlenunipetrol.cz
faktury.unisk-vo@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.

15. 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.

16. The **Buyer** is obliged to reimburse all invoiced and related amounts to the bank account officially notified by the **Seller** and officially published by the Financial Directorate of the Slovak Republic according to the § 6 sec. 6 of the Act no. 222/2004 Coll. on value added tax as amended (hereinafter only "the VAT Act"). Until the notification of the bank account, the **Buyer** is not considered as delayed with reimbursement of any invoice issued by the **Seller**.
17. In case the Financial Directorate of the Slovak Republic publishes the **Seller** in the list of value added tax payers with the registration revoked under the § 81 sec. 3 letter b) point 2 of the VAT Act, this can be considered as significant breach of the **Contract** by the **Seller**, and the **Buyer** is entitled to withdraw from the **Contract** anytime. Further, in case of occasions stipulated by § 69 sec. 13 of the VAT Act, invoices for goods and services supplied can be reimbursed only partially, as the **Buyer** is entitled to hold the payment and stop the reimbursement of receivable against the **Seller** in the amount of VAT liability that reimbursement is under the responsibility of the **Buyer** according to the § 69 sec. 13 of the VAT Act. Concurrently, in case of any doubts stipulated under the § 69 sec. 13 of the VAT Act, the **Buyer** is entitled to reimburse the amount of VAT to the bank account of Financial Directorate of the Slovak Republic established for the **Seller** as supplier in line with the § 69c sec. 1 of the VAT Act, i.e. not to the bank account announced by the **Seller**.

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 and to any claim for damages 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.
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:
 - 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) **„The deliveries PoS in time”** 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 after he becomes aware that he will probably not be able to fulfil his obligation due to a Force Majeure, 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 business secrets within the meaning of the § 17 of CC (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 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 EUR 25,000 (in words: twenty-five thousand euros) 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** as provided by law.
 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.
 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 Slovakia 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 Slovakia 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. 8 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.orien.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). 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.

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 Slovak Republic, 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. In matters not regulated in this **Contract**, the provisions of the Commercial code shall apply as well as legal provisions applicable to the scope of this **Contract**. This **Contract** is governed by the Slovak Republic law.
8. 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.
9. Any changes to this **Contract** shall only be valid if made in writing.
 10. 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.
 11. The **Parties** shall strive to settle any disputes associated with the performance of this **Contract** amicably by negotiations.
 12. 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**.
 13. This **Contract** is made in four (4) originals, two (2) for each **Party**.
 14. The **Contract** is signed for the period 01.01.2026 – 31.12.2030 with the Buyer option to extend by 3 months (i.e. until 31.03.2031) 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 30.11.2030).
 15. The contact persons responsible for communication between the **Seller** and the **Buyer**, including for arranging a schedule, are listed in Annex No. 3.
 16. This **Contract**, as well as the individual monthly purchase contracts, is governed by the laws of the Slovak 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.
 17. 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.
 18. The contracting **Parties** hereby agree, pursuant to the provision of § 401 of 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**.
 19. The **Seller** further declares that any provision of this **Contract** is not surprising for him.
 20. 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.
 21. 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** 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.
 22. 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.

23. 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 Capital Group
6. Sanction clauses
7. TEMPLATE OF THE UNDERSTANDING
8. Information clause for employees or associates of the Tender/Contractor/Mandatory/Contracting Party
9. Logistic limitations
10. Non-Disclosure Agreement
11. Personal Data Processing Agreement

Seller:

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Buyer:

.....

JUDr. Tibor Kotora
Executive of Company

.....

Artur Frankiewicz
Executive of Company

.....

.....

Mgr. Matej Varga
Executive of Company

Date:

Date:

Annex No. 1:**Requirements and quality for ORLEN Unipetrol Slovakia s.r.o.**Product specification for depots: **Nové Zámky, Trebišov**

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

Property	Unit	Scope		Testing method
		minimum	maximum	
1) Content of fatty acid methyl esters (FAME)	% (m/m)	96.5	-	EN 14103
2) Density at 15°C ^a	kg/m ³	860	900	EN ISO 3675 ^b EN ISO 12185
3) Viscosity at 40°C	mm ² /s	3.50	5.00	EN ISO 3104 EN 16896
4) Flash point	°C	101	-	EN ISO 2719 ^b EN ISO 3679 ^c
5) Sulfur content	mg/kg	-	10.0	EN ISO 20846 ^b EN ISO 20884 EN ISO 13032
6) Cetane number ^d		51.0	-	EN ISO 5165 EN 15195 ^h EN 16715 EN 17155
7) Sulphated ashes content	% (m/m)	-	0.02	ISO 3987
8) Water content	% (m/m)	-	0.050	EN ISO 12937
9) Total contamination	mg/kg	-	24	EN 12662 ⁱ
10) Test of copper strip corrosion (3h in 50°C)	Rating	class 1		EN ISO 2160
11) Oxidation stability in 110°C	h	8	-	EN 15751 EN 14112 ^b
12) Acid value	mg KOH/g	-	0.50	EN 14104
13) Iodine index	g of iodine/100 g	-	120	EN 14111 ^b EN 16300
14) Content of linoleic acid methyl ester	% (m/m)	-	12.0	EN 14103
15) Content of polyunsaturated fatty acid methyl esters (containing at least four double bonds)	% (m/m)	-	1.00	EN 15779
16) Methyl alcohol content	% (m/m)	-	0.20	EN 14110
17) Monoacylglycerol content	% (m/m)	-	0.70 ^e	EN 14105

18) Diacylglycerol content	% (m/m)	-	0.20	EN 14105
19) Triacylglycerol content	% (m/m)	-	0.20	EN 14105
20) Free glycerol content	% (m/m)	-	0.02	EN 14105 ^b EN 14106
21) General glycerol content	% (m/m)	-	0.25	EN 14105
22) Group I metal content (Na + K)	mg/kg		5.0 ^f	EN 14108 ^b EN 14109 EN 14538
23) Group II metal content (Ca + Mg)	mg/kg	-	5.0	EN 14538
24) Phosphorus content	mg/kg	-	4.0 ^g	EN 14107 ^b EN 16294
Climate dependent requirements				
FAME in 100 % concentration				
CFPP				
Grade B (15.04.-30.09.)	°C		0	EN 116
Grade D (1.03.-14.04.; 1.10.-15.11.)	°C		-10	EN 116
Grade F (16.11.-28.02.)	°C		-20	EN 116
FAME as blending component for Diesel				
a) cold flow properties:				
Class d (1.04.-30.09.)				
Cloud point	°C		5	EN 23015
CFPP	°C		0	EN 116
Class f (1.10.-31.3.)				
CP	°C		0	EN 23015
CFPP for depot Nové Zámky	°C		-10	EN 116
CFPP for depot Trebišov	°C		-20	EN 116
b) Monoacylglycerol content				
Class 6 (all year)	% (m/m)		0,7	EN 14105

a	Density may be determined within the temperature range from 20 °C to 60 °C. Adjustment of temperature shall be made according to the formula set out in Annex B to the EN 14214+A2:2019-05 norm.
b	See 5.5.2 in the EN 14214+A2:2019-05 norm.
c	A 2 ml of a sample shall be used and a measuring apparatus equipped with a thermal detector shall be employed. See also 5.5.2 in the EN 14214+A2:2019-05 norm.
d	The determination of derived cetane number for FAME is not included in the precision determinations of some test methods

e	For the use as an extension of uses of diesel fuel Table 3 EN 14214+A2:2019-05. In the period from 1.10. to 15.04. the Product shall be delivered with a limit of 0.6% (m/m).
f	A lower value may be introduced after validation of work on the required measurement precision (see Introduction in the EN 14214+A2:2019-05 norm).
g	A value lower than 2.5 mg/kg may be introduced after validation of work on the required measurement and impact on engine oil.
h	See 5.5.2. EN 15195 is applicable for the quantitative determination of the ignition characteristics of FAME, however the correlation data available were inconclusive about the precision of the equation.
i	EN 12662 is under revision for pure FAME. EN 12662:1998 [8] may be used as an alternative

Note 1:	Producer shall put antioxidant into each batch before delivery as soon as possible after production.
Note 2:	Each delivery shall be attended by atest with all parameters above.
Note 3:	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).
Note 4:	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

concluded in Bratislava between:

ORLEN Unipetrol Slovakia s.r.o. with its registered office at Kalinčiakova 14083/33A 2,831 04 Bratislava 3, Slovak Republic, registered in the Commercial Register conducted by the Municipal Court in Bratislava 3, Section Sro, Entry No. 20665/B, VAT ID number: SK2020232951, represented by:

JUDr. Tibor Kotora, Executive Manager
Artur Frankiewicz, Executive Manager
Mgr. Matej Varga, Executive Manager

hereinafter referred to as the “**Buyer**”

and

..... with its registered office, registered in, VAT Number:, Main Bank: Account No (IBAN):, SWIFT:

represented by:

.....
.....

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

The Parties hereby agree as follows:

WHEREAS:

On 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**.

Commercial Terms

§1.

The Parties hereby agree as follows:

1. Under this **Commercial Agreement** the **Seller** shall sell quantity t of the **Double counted Product** and quantity of t of the **Advanced Product** (in accordance with the Product properties determined in Annex No. 1 to the Contract) to the Buyer in the period from 1.1.2027 to 31.12.2027 (with the Buyer option to extend it by 3 months (i.e. until 31.03.2028), 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 30.11.2027).

2. The **Seller** is obliged to supply the **Buyer** with the **Double counted Product** featuring the maximum weighted average GHG emissions per month at the level of 10,5 g CO₂eq/MJ. The feedstock is used cooking oil methyl esters. The **Seller** is obliged to supply the **Buyer** with the **Advanced Product** featuring the maximum weighted average GHG emissions per month at the level of 11 g CO₂eq/MJ. The Advanced Product produced from feedstock listed in Annex no. 1 of Act no. 309_2009 and Regulation of Ministry of Economy of the Slovak Republic.
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 (5) 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 Commercial Agreement. 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 **Double counted Product** will be calculated according to Price formula (net price):

Calculation in L15:

$$A = (100\% Q + S1 + K + T) * 0,883$$

or

$$A = (100\% Q + S2 + K + T) * 0,883$$

Calculation in Kg:

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

or

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

where:

A = price of Goods in USD/t at 15°C on DDP ORLEN Unipetrol Slovakia s.r.o. 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 winter additives.....in USD/t (CFPP-20)

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

Nové Zámky	 USD for railway cistern
Nové Zámky	 USD for truck
Trebišov	 USD for railway cistern
Trebišov	 USD for truck

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 **Seller** is obliged to supply the **Buyer** with the **Double counted Product** featuring the maximum weighted average GHG emissions per month at the level of 10,5 g CO₂eq/MJ.
7. The following quantities are to be delivered to below depots:
- ☐ REAL – H.M., s.r.o., Nitrianska cesta 114, 940 88 Nové Zámky, Slovak Republic
 - ☐ PROGRESS TRADING, a. s., Cukrovarská 22, 075 01 Trebišov, Slovak Republic

The specific daily quantities and place of deliveries will be determined in a monthly schedule.

NOVÉ ZÁMKY	t	Január	Február	Marec	Apríl	Máj	Jún	Júl	August	September	Október	November	December	CELKOM
UCO	t													
TREBIŠOV	t	Január	Február	Marec	Apríl	Máj	Jún	Júl	August	September	Október	November	December	CELKOM
UCO	t													

8. The price for delivered **Advanced Product** will be calculated according to Price formula (net price)

Calculation in L15:

$$A = (100\% Q + S1 + K + T) * 0,883$$

or

$$A = (100\% Q + S2 + K + T) * 0,883$$

Calculation in Kg:

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

or

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

where:

A = price of Goods in USD/t on DDP ORLEN Unipetrol Slovakia s.r.o. 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 0 in USD/t

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

K = cost of winter additives..... in USD/t (CFPP-20)

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

Nové Zámky	 USD for railway cistern
Nové Zámky	 USD for truck
Trebišov	 USD for railway cistern
Trebišov	 USD for truck

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.

9. The **Seller** is obliged to supply the **Buyer** with the **Advanced Product** featuring the maximum weighted average GHG emissions per month at the level of 11 g CO₂eq/MJ.
10. The following quantities are to be delivered to below depot:

NOVÉ ZÁMKY	t	Január	Február	Marec	Apríl	Máj	Jún	Júl	August	September	Október	November	December	CELKOM
ADV FAME	t													
TREBIŠOV	t	Január	Február	Marec	Apríl	Máj	Jún	Júl	August	September	Október	November	December	CELKOM
ADV FAME	t													

The specific daily quantities and place of deliveries will be determined in a monthly schedule.

11. The **Buyer** shall make payments by bank transfer within 45 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. Invoices must be sent no later than 12:00 p.m. on the third business day after Deliveries settlement period.

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:

.....

Buyer:

.....
JUDr. Tibor Kotora
Executive of Company

.....
Artur Frankiewicz
Executive of Company

.....

.....
Mgr. Matej Varga
Executive of Company

Date:

Date:

Annex no. 3 Contact persons

Contact persons of the **Buyer**:

Veronika Radicsová

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

Phone: +420 476 163 642

Veronika.Radicsova@orlenunipetrol.cz

www.orlenunipetrol.cz

Juraj Urbanovič

ORLEN Unipetrol Slovakia s.r.o., Kalinčiakova 14083/33A, 831 04 Bratislava

Phone: +421 248 209 303

juraj.urbanovic@orlenunipetrol.cz

www.orlenunipetrol.sk

Miloš Lauko

ORLEN Unipetrol Slovakia s.r.o., Kalinčiakova 14083/33A, 831 04 Bratislava

Phone: +421 903 421 245

Milos.Lauko@orlenunipetrol.cz

www.orlenunipetrol.sk

Contact persons of the **Seller**:

Annex no. 4 Anti-corruption clause

1. Each of the contracting parties declares that, in connection with the performance of this contract, they shall exercise due diligence and will comply with all legal regulations and internal regulations in the area of prevention of corruption, issued by authorized authorities in the territory of the European Union, both directly and during negotiations through subsidiaries or related economic entities of the parties.
2. Each contracting party declares that, in connection with the performance of this contract, it shall comply with all internal requirements regarding standards of ethical conduct, prevention of corruption, compliance with the laws on accounting for transactions, costs and expenses, conflict of interest, giving and receiving gifts and anonymous reporting, and explaining misconduct directly, as well as in actions through subsidiaries or related economic entities of the parties
3. The contracting parties declare that in connection with the conclusion and performance of this contract, no party or any of its owners, partners, shareholders, board members, executives, directors, employees, subcontractors, or any other person acting on their behalf, did not approve, perform, propose, promise to perform or authorize the performance of any payment or other activity that could result in financial or other enrichment or other gain directly or indirectly to any of the following:
 - (i) a member of the statutory body, executive, director, employee, or representative of the contracting party or any subsidiary or related economic entity of the parties,
 - (ii) an official person, which is understood to mean a natural person who performs a public function in the sense that this term has in the legal system of the country where the performance of this contract takes place, or where the official headquarters of the parties or any subsidiary or related economic entity of the parties are located;
 - (iii) a political party, a member of a political party, or a candidate for public office,
 - (iv) a representative or an intermediary for the payment of any of the above-mentioned persons,
 - (v) to another person or entity - for the purpose of obtaining their decision, influence or activity that may lead to any illegal advantage or any other inappropriate purpose, as long as such action violates or would violate legal regulations in the field of corruption prevention issued by authorized authorities in the territory of the European Union both directly and during negotiations through subsidiaries or related economic entities of the parties.
4. The contracting parties are obliged to inform each other without delay of any case of violation of the provisions of this anti-corruption clause. At the written request of any of the contracting parties, the other contracting party will provide information and answers to a reasonable request, which will relate to the performance of this contract according to the provisions of this clause.
5. The contracting parties declare that, during the performance of this contract, they will provide every person who acts in good faith with the possibility of anonymous notification of misconduct via the electronic mail of the Anonymous Unethical Reporting System: securityreport@orlenunipetrol.cz; anonym@orlenunipetrol.cz.
6. In case of suspicion of corrupt practices in connection with this contract, the contracting parties undertake to cooperate in clarifying the circumstances of possible corrupt practices.

SANCTION CLAUSES

1. DEFINITIONS

For the purposes of this appendix, the below terms shall have the following definitions:

- 1.1.1 Sanctions list – list of persons or entities published in connection with the Sanction Provisions on behalf of Sanction Authorities;
- 1.1.2 Sanction Authorities – United Nations; European Union; European Economic Area; European Union and European Economic Area member states; the United States of America; as well as other subjects of a similar character and authorities acting on their behalf in connection with the Sanction Provisions;
- 1.1.3 Sanctioned Entity – an entity which is: (i) included in the Sanctions List (either by name or as part of a particular group); (ii) based in or with its registered office or main centre of activity located in a country subject to the Sanction Provisions; (iii) directly or indirectly dependent on an entity defined in points (i) or (ii) above, or (iv) with which the Sanction Provisions prohibit carrying out transactions;
- 1.1.4 Sanction Provisions – economic sanctions; legislation; trade embargos; prohibitions; restrictive measures; decisions; regulatory orders and other acts, which are implemented, imposed or carried out by the relevant Sanction Authorities.

2. CONTRACTOR DECLARATION

The Contractor declares that on the day of conclusion of the contract, the Client and any subsidiary or parent entities, their undertakings as well as the members of their bodies:

- 2.1.1 are in conformity with the Sanction Provisions;
- 2.1.2 are neither Sanctioned Entities and nor party to any transaction, as a result of which they are likely to be declared a Sanctioned Entity;
- 2.1.3 are neither subject to nor involved in proceedings or a pursuit against them in relation to the Sanction Provisions;
- 2.1.4 were not and are not engaged in a process of avoidance or evasion of the Sanction Provisions.

3. CONTRACTOR OBLIGATIONS

The Contractor hereby undertakes to ensure that during the term of the Agreement:

- 3.1.1 should the remuneration defined in the agreement become payable to the Contractor, it will not be made available (directly or indirectly) to a Sanctioned Entity, and neither will it be used by the Sanctioned Entity to obtain an advantage;
- 3.1.2 should the Contractor, its subsidiaries or parent entities, their undertakings or members of their organs become subject to Sanction Provisions which prevent further cooperation, the affected entity shall abstain from any activities which are in contravention with the Sanction Provisions; however, this does not release the Contractor from the obligation of payment of remuneration payable to the other party as per the terms of this Agreement;
- 3.1.3 it conducts its business in accordance with the law, and in particular the Sanction Provisions;

- 3.1.1 its subsidiaries and parent entities, their undertakings as well as the members of their bodies, fulfil the obligations defined in point 3.1.2;
- 3.1.2 it covers all Client damages resulting from claims or other sanctions on the basis of the Sanction Provisions;
- 3.1.3 it notifies the Client regarding the details of proceedings or pursuits conducted against the Contractor, its subsidiaries or parent entities, their undertakings, as well as the members of their bodies in connection with the Sanction Provisions, as well as regarding any steps taken in connection with such proceedings or pursuits, without delay and no later than 2 days after obtaining information of such an occurrence.

ANNEX NO. 6 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:

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 with its registered office, registered in, VAT Number: (hereinafter referred to as the Seller) and **ORLEN UNIPETROL SLOVAKIA, s.r.o.** with its registered office at Kalinčiakova 14083/33A 2, 831 04 Bratislava 3, Slovak Republic, registered in the Commercial Register conducted by the Municipal Court in Bratislava 3, Section Sro, Entry No. 20665/B, VAT ID number: SK2020232951 (hereinafter referred to as the "Purchaser") 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 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 SLOVAKIA, s.r.o. with its registered office at Kalinčiakova 14083/33A 2, 831 04 Bratislava 3, Slovak Republic, registered in the Commercial Register conducted by the Municipal Court in Bratislava 3, Section Sro, Entry No. 20665/B, VAT ID number: SK2020232951 (hereinafter referred to as "**UNIPETROL SLOVAKIA, s.r.o.**") 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 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:
.....
...

Invoices for performance of orders shall include the following information:

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

Annex No. 7 Information clause for employees or associates of the Tenderer/ Seller/ Mandatory/Contracting Party

(fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)

1. ORLEN Unipetrol Slovakia s. r. o.. with its registered office at Kalinčiakova 14083/33A, 831 04 Bratislava, Slovak Republic ("ORLEN") informs that its the controller of your personal data. Contact phone numbers to the controller: +421 (0) 2 4820 9300.
2. You can contact the Data Protection Officer in ORLEN by e-mail to: osobneudajesk@unipetrol.cz. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN, indicated in item 1, with additional information "Zodpovedná osoba" (Data Protection Officer).
3. Your personal data, provided to ORLEN by, an entity that provides services to ORLEN or intends to provide services (which has submitted with ORLEN a cooperation offer) include, depending on the type of cooperation, data included in the documents confirming your authorisations or experience, held by you.
4. Your personal data may be processed by ORLEN, depending on the type of cooperation, for the following purposes :
 - a) performance of the obligations under an agreement concluded with ORLEN, whose party is / will be, in particular for the purpose of verification of the declarations made by, including confirmation of the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN, control of proper performance of the agreement, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
 - b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN or between ORLEN and,
 - c) fulfilment of legal obligations imposed on ORLEN, including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Regulation of the European Parliament and of the Council on market abuse.
5. The legal grounds for the processing by ORLEN of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
 - a) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN under applicable legal provisions in force, including, depending on the type of cooperation, under the Prevention of Money Laundering and Financing Terrorism Act, the Regulation of the European Parliament and of the Council on market abuse, in compliance with the principles of health and safety defined in legal provisions;
 - b) legitimate interest of ORLEN (in compliance with Article 6(1)(f) of the GDPR).
6. Your personal data may be disclosed by ORLEN to entities cooperating with it (data recipients), in particular entities providing services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, legal services and archiving services.
7. Your personal data are processed for the period stipulated in legal provisions in force, but not shorter than expiry of claims under the agreement between ORLEN and or statutory limitation of claims related to tax liabilities connected with the afore-mentioned agreement.
8. In connection with the processing of your personal data you have the following rights:
 - the right to access the content of your data,
 - the right to require rectification of your personal data,
 - the right to require erasure of your personal data or limitation of processing;
 - the right to data portability, i.e. the right to receive from ORLEN your personal data in a structured, commonly used and machine-readable format. You may send the received data to another controller or request ORLEN to send your data to another controller. However, this request may only be met by ORLEN where technically feasible. The right

to data portability may be only exercised with regard to the data processed under an agreement concluded with you,

- the right to object, in the event your personal data are processed by ORLEN on the basis of its legitimate interest; the objection may be made due to a special situation by e-mail to osobneudajesk@unipetrol.cz or in writing to the address of the registered office of ORLEN with additional information "Zodpovedná osoba".

9. You may file a complaint with the President of the Personal Data Protection Office (Úrad na ochranu osobných údajov) at Námestie 1.mája 18, 811 06 Bratislava, Slovak Republic .

*Enter the name of the Tenderer/Seller/Mandatar/Contracting Party

Annex no. 8 Logistic limitations

Logistic limitations ORLEN Unipetrol Slovakia

Depots	opening hours	train	truck	unit	frequency of deliveries	quantity for single delivery [m ³ or t]	minimum quantity of delivery [m ³] train cistern = approx. 60m ³ truck = approx. 28m ³
Slovak Republic, Nové Zámky (940 01 Nové Zámky)	6 a.m. - 9 p.m. Monday-Sunday	train		t	5 - 12 times /month	55 - 275 t	55 t
Slovak Republic, Nové Zámky (940 01 Nové Zámky)	6 a.m. - 6 p.m. Monday-Friday		truck	t	5 - 7 times /week	25 t	25 t
Slovak Republic, Trebišov (075 01 Trebišov)	6 a.m. - 9.30 p.m. Monday-Sunday	train			2 - 4 times /month	55 - 165 t	55 t
Slovak Republic, Trebišov (075 01 Trebišov)	6 a.m. - 2 p.m. Monday-Friday		truck	t	4 - 6 times /month	25 t	25 t

NON-DISCLOSURE AGREEMENT

BETWEEN

ORLEN Unipetrol Slovakia s.r.o.

AND

.....

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT

Has been concluded between the following companies

1. **ORLEN Unipetrol Slovakia s.r.o.**, with registered office at Kalinčiakova 14083/33A, 831 04 Bratislava – mestská časť Nové Mesto, Company ID No.: 35 777 087, registered in the Commercial Register administered by the Municipal Court Bratislava III, section: Sro, insert No.: 20665/B (“**ORLEN**”), represented by [Mgr. Matej Varga, executive manager], [Artur Frankiewicz, executive manager] and [JUDr. Tibor Kotorá, executive manager]; and
2., with its registered office, registered in, VAT Number:, represented by

(individually the “**Contracting Party**” and jointly the “**Contracting Parties**”).

Preamble

WHEREAS:

- A. the Contracting Parties are currently negotiating [...] (“**Project**”), which the Partner is interested in becoming involved in,
- B. the Contracting Parties shall share specific business information in relation to execution of the Project,
- C. the Contracting Parties wish to conclude this Agreement in order to determine the rights and duties with regard to such information and other matters.

With regard to the mutual pledges and commitments contained herein, the Contracting Parties have agreed as follows:

1. DEFINITIONS

- 1.1. Unless the context requires otherwise, the following terms are used in this Agreement:

“**Affiliate**” means a person that directly or indirectly controls either of the Contracting Parties or is controlled by either of the Contracting Parties within the meaning of the Commercial Code (§ 66a), or a close person as defined by Civil Code (§ 116) (in Slovak: *osoba blízka*) of such a person within the meaning of the Civil Code, and any other person under the joint control of such controlling or controlled person.

“**Confidential Information**” is considered to mean all data, messages, records, correspondence, notes, compilations, studies and other information provided either directly or indirectly to the Receiving party by the Providing Party or on behalf of the Providing Party or by its Representatives, which apply to or are related in any manner to the Project (including, without limitation, the fact that discussions or negotiations are

taking place concerning the Project, the terms and conditions of any agreements, commitments and undertakings entered into by one or more of the parties to the Project), the Providing Party or any of its Affiliate or their business activities (current or proposed), whether this information is shared orally, in writing, in machine readable format or by any other method, regardless of whether this information is identified as confidential and applies without limits also to all information that may be obtained by inspection during a site visit., including but not limited to business secret according to the provisions of Section 17 et sequentes Commercial Code and Company Secret, Personal Data and Inside Information, as defined below, are also considered Confidential Information.

“Commercial Code” means Act No. 513/1991 Coll., Commercial Code, as amended.

“Civil Code” means Act No. 40/1964 Sb., the Civil Code, as amended;

“Company Secret” means information developed by ORLEN and identified as specially protected type of its business secret (this identification must contain a watermark stating “COMPANY SECRET”, including the corporate name of the ORLEN and the identification number of the material).

“Data Subject” means the identified or identifiable natural person to whom Personal Data relates.

“Inside Information” means information defined in Article 7(1) of Regulation of the European Parliament and Council (EU) No. 596/2014 on abuse of the market (Regulation on Abuse of the Market) and on invalidation of Guideline by the European Parliament and Council 2003/6/EC and Directives by the Commission 2003/124/EC, 2003/125/EC and 2004/72/EC.

“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).

“Data Protection Act” means Act No. 18/2018 Sb., on the protection of personal data, as amended;

“Providing Party” means:

- (i) the Partner in relation to Confidential Information provided according to this Agreement to the ORLEN or its Representatives by the Partner or on its behalf and/or by the Partner’s Affiliate; and
- (ii) ORLEN in relation to Confidential Information provided according to this Agreement to the Partner or its Representatives by the ORLEN or on its behalf and/or by an Affiliate of ORLEN.

“Project” has the meaning determined in Preamble, item A.

“Receiving Party” means:

- (i) the Partner in relation to Confidential Information provided according to this Agreement to the Partner or its Representatives by the ORLEN or on its behalf and/or by an Affiliate of ORLEN; and
- (ii) ORLEN in relation to Confidential Information provided according to this Agreement to the ORLEN or its Representatives by the Partner or on its behalf and/or by the Partner's Affiliate.

“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).

“Representative” means, with respect to a Contracting Party, its Affiliate, each of its executive directors, officers, employees, agents and advisors (including, without limitation, attorneys).

1.2. In this Agreement save where the context otherwise requires, the following rules of interpretation shall apply:

- (a) headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- (b) references to "writing" shall include any modes of reproducing words in a legible and non-transitory form;
- (c) references to a Contracting Party shall be construed as to include each of its permitted successors and permitted assigns;
- (d) references to the word "procure" or "ensure", when used to express an obligation of the Contracting Party to procure that a third person will or will not act in a certain manner, refers to the relevant obligation of the Contracting Party to pay any damages arising in the event that the third person does not perform what has been agreed;
- (e) references to a phrase introduced by the words "including", "include" or "in particular" or any similar words or expression is to be construed as illustrative and are not to be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (f) references to "person" shall include any natural or legal person, corporation, company or other body corporate, government, state or agency of a state, local or municipal authority or government body; and
- (g) a reference to any law or its provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

2. DUTIES OF CONTRACTING PARTIES

2.1. The Receiving Party is aware that any Confidential Information that is provided to it on the basis of this Agreement is confidential and it undertakes to:

- (a) use this Confidential Information exclusively for the purpose of the Project;
- (b) keep the Confidential Information in strict confidence;
- (c) keep the fact that it was provided with this Confidential Information confidential and refrain from disclosing this fact to anyone, or to disclose the scope, nature or

status of conversations or negotiations currently taking place or which have previously taken place in relation to the Project;

- (d) refrain from providing the Confidential Information disclosed to it to anyone else than its Representatives, who have a legitimate need for this Confidential Information for the purpose of executing their duties related to the Project, without the prior written consent of the Providing Party;
 - (e) if the Receiving Party essentially requires a third party in order to assure any activity in compliance with this Agreement, it may provide or disclose the Confidential Information and/or its part only with the prior written consent of the Providing Party and only under the condition that it contractually binds the third party to protect this Confidential Information in the scope according to this Agreement; this is without prejudice to rules under clause 2.1(d) above;
 - (f) ensure that the Representative is aware of all the duties of the Receiving Party according to this Agreement before it discloses the Confidential Information to this Representative;
 - (g) ensure, prior to any Confidential Information disclosure, that its Representatives meet the duties imposed on the Receiving Party according to this agreement as if its Representatives were the Receiving Party;
 - (h) bear responsibility in the event that its Representatives violate the duties set out in clause 2.1.(g) above; and
 - (i) ensure that all Confidential Information is protected with adequate security measures so as to prevent any access to Confidential Information by any person not qualified for such access.
- 2.2. If ORLEN is to disclose information of the nature of a Company Secret to the Partner, the Partner undertakes to, prior to the disclosure, conclude a separate Agreement on Disclosure of Company Secret with ORLEN, which will, in addition to this Agreement, establish additional rules for protection and processing of the information constituting Company Secret. In the event of conflict between the provisions of this Agreement and provisions of Agreement on Disclosure of Company Secret, the provisions of the Agreement on Disclosure of a Company Secret shall prevail.
- 2.3. The Receiving Party is also aware that the Confidential Information provided to Representatives of the Receiving Party by the Providing Party, the Representatives of the Providing Party or on behalf of the Providing Party or the Representatives of the Providing Party, is considered disclosure of Confidential Information to the Receiving Party for the purpose of this Agreement.
- 2.4. The duties set out in clause 2.1 do not apply to Confidential Information, which:
- (a) was public knowledge at the time it was disclosed to the Receiving Party or subsequently, or was disclosed in a manner other than by violation of the aforementioned duties by the Receiving Party;
 - (b) the Receiving Party provably knew before it was disclosed to it under this Agreement, provided it did not obtain it under a non-disclosure undertaking;
 - (c) the Receiving party or its Representatives provably acquired this information from a third party, provided that such source has lawfully obtained such information and

does not owe any obligation of confidence in respect of that information to the Providing party (or its Affiliates); or

- (d) is requested from the Receiving Party by law enforcement bodies for the purpose of investigating a suspected crime or by other public bodies having jurisdiction over the Receiving party or its Representative or if the duty to disclose this information arises from the generally binding legal regulations, or pursuant to the rules of any stock exchange on which securities of the Receiving party or its Affiliate are traded.
- 2.5. Provision of Confidential Information does not establish any right of the Receiving party or its Representative to a license, the right to use or disseminate an author work, trademarks, patents or any other intellectual or industrial property rights.
- 2.6. In case a public authority, or eventually an acknowledged stock exchange, requires or asks the Receiving Party or any of its Representatives to disclose the Confidential Information, which was provided to it according to this Agreement, the Receiving Party will immediately inform the Providing Party in the scope in which it is entitled to do so according to the law, before such Confidential Information is shared or information on such submission of the Confidential Information is made public, so that it can take the appropriate protective measures and/or other steps, if this is possible (and if it is not legal to inform the Providing Party before the information is disclosed, the Receiving Party will inform the Providing Party immediately this become legal). If protective measures or other steps cannot be taken, then:
- (a) the Receiving Party or its Representatives (as necessary) may make available to the relevant body the part of the Confidential Information it was legally requested to make available and take all appropriate measures to ensure that this Confidential Information is treated as confidential; and
 - (b) the Receiving Party is not liable for disclosure of confidential information if this was not caused or was not the result of previous disclosure of Confidential Information, which was not permitted according to this Agreement.
- 2.7. If either of the Contracting Parties breaches its duties according to clause 2.1., 2.6. and 6.1. of this Agreement, the Contracting Party that breached its duties pays the other Contracting Party a contractual penalty in the value of EUR 4.000,00 (in words: four thousand eur) for each case of breach. Payment of this contractual penalty shall not affect the right to compensation for damages in excess of the contractual penalty and incurred by the Party claiming the contractual penalty in a causal connection with the breach of this Agreement.

3. PROTECTION OF PERSONAL DATA

- 3.1. The Contracting Parties undertake to process the Personal Data for the purpose of mutual collaboration on the Project in compliance with the Data Protection Act, the Regulation and other related legal regulations in the field of protection of Personal Data.
- 3.2. The Contracting Parties shall process Personal Data only in the scope necessary for mutual collaboration on the Project and only for the necessary period required by this mutual collaboration, however, for the period of time specified in, and in accordance with, the relevant generally binding legal regulations, at most.

- 3.3. The Contracting Party is required to proceed with the necessary professional diligence during the processing of Personal Data, so that it does not cause anything that could constitute a violation of the Regulation, the Data Protection Act, or related generally binding legal regulations.
- 3.4. In case any Contracting Parties carry out the processing of Personal Data on behalf of the other Contracting Party, in the position of controller, within the meaning of Article 4(8) of the Regulation within the terms of mutual collaboration on the Project, the Contracting Parties shall conclude a Data Processing Agreement in compliance with Article 28 of the Regulation, which will establish, in addition to this Agreement, rules for the protection and processing of the Personal Data in question.
- 3.5. The Partner undertakes to accept, within the meaning of Article 32 of the Regulation, taking into consideration the state of technology, costs for performance, the nature, scope, context and the purposes for processing, and also various probable and various serious risks to the rights and freedoms of natural persons, all technical and organizational measures for assurance of the protection of Personal Data in the manner specified in the Regulation or other generally binding legal regulations, in order to eliminate the possibility of unauthorized or random access to the Personal Data, modification, destruction or loss of this data, its unauthorized transfer, or any other unauthorized processing of this data or any other abuse of this Personal Data. This undertaking continues to apply even after termination of Contracting Parties' mutual collaboration.
- 3.6. Each Contracting Party shall carry out notification duties towards Data Subject independently.
- 3.7. In the event of any conflict between the provisions of this Agreement and the provisions of an agreement to process personal data, provisions of agreement to process personal data shall prevail.

4. ABSENCE OF OBLIGATIONS AND GUARANTEES

- 4.1. The nature and scope of the Confidential Information disclosed according to this Agreement is completely at the discretion of the Providing Party and its Representatives.
- 4.2. The Providing party, nor any of its Representatives, make any representation or warranty, explicit or indirect, concerning the accuracy, or completeness for a special purpose of the Confidential Information provided according to this Agreement are established. Neither the Providing Party, nor any of its Representatives shall be liable for acquisition or use of the confidential information provided to the Receiving Party or its Representatives.
- 4.3. Neither of the Contracting Parties or any of their Affiliate is required or obliged to initiate conversations or conclude any other contract related to the Project simply for the purpose of applying this Agreement or disclosing, evaluating or inspecting the Confidential Information, and this Agreement does not represent, nor can it be interpreted as a bid or obligation for continuation in the Project.
- 4.4. Each of the Contracting Parties is aware that any decision or procedure by the other Contracting Party (or its Representatives) to continue in the Project is entirely at the discretion of this Contracting Party (or its Representatives) and if and before the

Contracting Parties (possibly their Affiliates) commit to mutually approved specific and binding written and valid agreements in relation to the Project, neither of the Contracting Parties (or their Representatives) shall have any obligation towards the other Contracting Party (or its Representatives) in relation to this and each Contracting Party (and its Representatives) is entitled to refrain from conversations concerning the Project, without it being responsible to the other Contracting Party (or the Representatives of the other Contracting Party) in any way, if the provisions of this Agreement are otherwise complied with.

- 4.5. It is agreed that conversations concerning the Project are not exclusive and each of the Contracting Parties (and its Representatives) are entitled to discuss, negotiate or arrange any matter with a third party, if the provisions of this Agreement are otherwise complied with.

5. RETURNING CONFIDENTIAL INFORMATION

- 5.1. The Receiving Party will immediately perform the following at the request of the Providing Party:

- (a) return or, at the request of the Providing Party, destroy all Confidential Information, which was provided to it or its Representative, in tangible form (particularly Confidential Information stored on computer discs or other electronic media) along with copies or excerpts from these; and
- (b) destroy all analyses, compilations, studies or other documents, which the Receiving Party or its Representative prepared and which take into consideration the Confidential Information or are based on the Confidential Information, which was disclosed to it according to this Agreement, with the exception of cases when (i) the legal regulations, rules or instructions or relevant public authority require that the Receiving Party store this Confidential Information or (ii) this Confidential Information is part of organizational records, which the Receiving Party must keep according to the law, or (iii) generally in compliance with the internal policy for keeping records, during which time the Receiving Party will take the appropriate measures to keep this Confidential Information secret; and
- (c) use all reasonable endeavors to procure that anyone to whom the Receiving party supplied the Confidential Information, such as its Representative, return, destroys or permanently erases (to the extent technically practicable) such Confidential Information and all copies made in compliance with clause 5.1(a) and (b) above

6. PROVIDING OF CONFIDENTIAL INFORMATION CONTAINING BUSINESS SECRET OR PERSONAL DATA

- 6.1. The Parties agree that Confidential Information containing:

- (a) business 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
- (b) 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 Agreement only through:

- (i) Next File (at <https://nextfile.orlen.pl> - transfer of files between computers using a computer network);
- (ii) WinZip (a shareware archiving and compression program), which is encrypted with a secure password containing a minimum of 13 characters, at least one of which is an uppercase letter, a lowercase letter, a special character, a number, and the password must not consist of complete words;
- (iii) company portable storage medium that is encrypted with a secure password (according to the parameters specified in (ii) above).

The respective Contracting Party shall use all reasonable endeavors to procure that anyone to whom such Confidential Information is submitted observes such rules.

- 6.2. Clause 6.1. above shall not apply where the Receiving Party transmits the Confidential Information set out in clause 6.1. above in digital form to its Representatives via its internal computer network.

7. INITIATION, TERMINATION AND ASSIGNMENT

- 7.1. This Agreement becomes valid and comes into force on the date it is signed by the last of the Contracting Parties. This Agreement shall remain valid and in force for a period of five (5) years.
- 7.2. Neither of the Contracting Parties is entitled to assign the rights or duties arising from this Agreement to a third party without the prior written consent of the other Contracting Party, except for assignment pursuant to Clause 7.3 and 7.4 below.
- 7.3. ORLEN is entitled to assign its rights and duties arising from this Agreement to any company, with which ORLEN forms a group according to the provisions of Section 66a of the Commercial Code, without the Partner's prior consent.
- 7.4. The Partner is entitled to assign the rights and duties arising from this Agreement to any 66a of the Commercial Code.

8. GOVERNING LAW AND JURISDICTION

- 8.1. This Agreement and all non-contractual obligations arising out of or in connection with it are governed by Slovak law (particularly the Commercial Code). The Contracting Parties have explicitly arranged that potential disputes concerning this Agreement (including its validity and force) and/or the rights and duties arising from this Agreement shall be submitted to the competent Slovak court of law.

9. NO WAIVER

- 9.1. Failure by a Contracting Party in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

10. NOTIFICATION

- 10.1. All notifications that either of the Contracting Parties makes according to this Agreement to the other Contracting party, shall made in writing in [Slovak/English] and be sent to the other Contracting Party by registered mail or courier services to the addresses given below:

(a) **Partner:**

.....

.....

.....

.....

(b) **ORLEN:**

ORLEN Unipetrol Slovakia s.r.o.

Kalinčiakova 14083/33A, 831 04 Bratislava – mestská časť Nové Mesto

For: Mgr. Juraj Urbanovič

All notifications shall be considered delivered upon their delivery to the disposition of addressee. An incoming mail sent through a postal service provider shall be deemed to have been received on the third business day after mailing but, if sent to an address in another state, on the fifteenth business day after mailing.

11. COUNTERPARTS

- 11.1. This Agreement is executed in two counterparts, each of which shall be valid as the original and all counterparts shall jointly form one and the same Agreement. Each of the Contracting Parties shall receive one counterpart.

12. COMPLETE AGREEMENT AND AMENDMENTS

- 12.1. This Agreement represents the complete agreement of the Contracting Parties in the matter, which is the subject of this Agreement and replaces all other previous arrangements, measures or agreements between the Contracting Parties, both written or oral, explicit or indirect, which apply to it.
- 12.2. No attachment or amendment or relinquishment of this Agreement shall be valid if it is not executed in writing and signed by the duly authorized representative of each Contracting Party. For the avoidance of doubt, the Contracting Parties agree that an exchange of e-mails or other electronic messages shall not be deemed to represent written for purposes of amending or terminating this Agreement unless it is signed with a qualified electronic signature.
- 12.3. If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13. COMMUNICATION

- 13.1. In compliance with the requirements of the generally binding regulations, each of the Contracting Parties agrees that it shall not disclose information about the actions of the Contracting Parties concerning the Project or its development or content, or information that Confidential Information was required or acquired, to their employees, the employees of their Affiliated subjects, customers or other persons, apart from their Representatives, who have a legitimate need for the Confidential Information for execution of their duties applying to the purpose set out in the items of the justification, without the prior written consent of the other Contracting Party.
- 13.2. Neither of the Contracting Parties will issue, permit or cause a press statement or public announcement to be made in relation to the Project hereby specified or shall otherwise communicate with news media in relation to the Project, without the prior written consent of the other Contracting Party.

14. FINAL PROVISIONS

- 14.1. The Contracting Parties also declare that application of this Agreement does not result in disproportionate consideration (*laesio enormis* for either of the Contracting Parties). Each of the Contracting Parties declares that it does not consider itself to be a weaker party (*slabšia strana*) in relation to the other Contracting Party within the meaning of the CC.
- 14.2. The Contracting Parties hereby assume the risk of changes to circumstances.
- 14.3. The obligations stipulated by this Agreement with respect to periods for protection of Confidential Information continue to apply after the termination of this Agreement, as follows:
 - (a) Confidential Information other than Personal Data, Company Secret or Inside Information - for a period of two (2) years from the date this Agreement is terminated;
 - (b) Personal Data – without any restrictions after termination of this Agreement (with the exception of cases when an agreement to process personal data been concluded in accordance with clause 3.4. of this Agreement determines a different period of protection of Personal Data; in such cases the arrangements in the Agreement to Process Personal Data in the matter of the period of protection have precedence over the arrangements herein);
 - (c) Company Secret – for a period of ten (10) years from the date the separate agreement on disclosure of a company secret, which regulates, in excess of the framework of this Agreement, additional rules for the protection and processing of the information in question forming a Company secret, is terminated; in such cases the arrangements in the Agreement on Disclosure of a Company Secret have precedence over the arrangements herein; and
 - (d) Inside Information – for a period of ten (10) years from the date of termination of this Agreement.
- 14.4. This Agreement does not establish a joint venture, partnership, or other type of business entity between the Contracting Parties, and in no event shall the Contracting Parties

represent to other persons or entities that a joint venture, partnership, or other type of business entity has been formed.

By means of their duly authorized Representatives, the Contracting Parties hereby explicitly declare that they have read this Agreement, that it was concluded after mutual discussion and that it expresses their true and free will, as proof of which they append their signatures on the day and year specified below.

In Bratislava, on

.....

.....

.....

In, on.....

ORLEN Unipetrol Slovakia s.r.o.

.....

JUDr. Tibor Kotora
Executive of Company

.....

Artur Frankiewicz
Executive of Company

.....

Mgr. Matej Varga
Executive of Company

Annex no. 10 Personal Data Processing Agreement

PERSONAL DATA PROCESSING AGREEMENT

concluded within the meaning of Article 28 of the General Data Protection Regulation
("Agreement")

CONTRACTING PARTIES

(1) **ORLEN Unipetrol Slovakia s. r. o.**

with its registered office at Kalinčiakova 14083/33A, Bratislava - Nové Mesto, Postal Code: 831 04, registered in the Commercial Register kept by the Municipal Court Bratislava III, Section: Sro, Insert No. 20665/B, ID No.: 35 777 087, Tax ID No.: 2020232951, VAT ID No.: SK2020232951, represented by JUDr. Tibor Kotora, Managing Director, Mgr. Marek Varga, Managing Director and Artur Frankiewicz, Managing Director

(hereinafter referred to as "**Controller**")

a

(2),

with its registered office, registered in, VAT Number:, represented by

(hereinafter referred to as "**Processor**")

(Controller and Processor together "**Parties**" and each individually "**Party**")

PREAMBLE

- (A) On (XXX), the Parties entered into the Agreement on (XXX), the subject matter of which is (XXX) (hereinafter referred to as the "**Underlying Contract**").
- (B) The services provided under the Underlying Agreement include activities that may involve the processing of personal data by the Processor for the Controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**").
- (C) The Parties have an interest in fulfilling all their obligations arising (i) from the Regulation, (ii) from Act No. 18/2018 Coll., on the Protection of Personal Data and on Amendments to Certain Acts, as amended (the "**Personal Data Protection Act**") and related generally binding legislation (iii) from the Agreement.
- (D) Pursuant to Article 28 of the Regulation, the Controller is obliged to conclude a written contract with the Processor for the processing of personal data in which the Processor provides, inter alia, sufficient guarantees on the technical and organizational safeguards for the protection of personal data.
- (E) The Parties enter into this Agreement in order to comply with their obligations under the Regulation and to ensure the protection of personal data processed by the Parties in their contractual relationship.
- (F) The Parties are interested in this Agreement covering all personal data processing activities that the Processor performs for the Controller in connection with the provision of services under the Underlying Agreement.

- (G) The Processor declares that it has the means, experience, knowledge and qualified personnel to enable the proper performance of this Contract, including sufficient guarantees to implement proper technical and organizational measures so that the processing complies with the requirements set out in the Regulation.

1. Purpose of the Agreement

- 1.1** The parties agree that the Processor shall process for the Controller, within the meaning of Article 4(2) of the Regulation, personal data which the Controller has obtained or will obtain in connection with its business activities or which the Processor itself obtains for the Controller for this purpose (hereinafter referred to as "**Personal Data**"), in the performance of the Processor's obligations under the Underlying Contract.
- 1.2** The purpose of this Agreement is to set out the scope of the obligations of the Processor, primarily related to ensuring the protection of Personal Data when processing Personal Data.
- 1.3** In order to ensure compliance with the requirements of the Regulation in relation to the processing to be carried out by the Processor on behalf of the Controller, the Processor declares that it has sufficient expertise, is reliable and has sufficient resources to have taken (and will take in the future, as appropriate) technical and organizational measures to comply with the requirements of the Regulation, including the requirement for security of the processing.

2. Subject of the Agreement

- 2.1** The subject matter of this Agreement is to define the mutual rights and obligations of the Parties in the processing of Personal Data within the meaning of Article 1.1 of the Agreement.
- 2.2** This Agreement further sets out the scope of the Personal Data to be processed, the purpose of the processing and the conditions and guarantees on the part of the Processor with regard to the technical and organizational security of the Personal Data.

3. Purpose, scope and duration of processing of Personal Data

- 3.1** The Processor shall process Personal Data for the Controller to the extent necessary for the performance of the Processor's obligations under the Underlying Agreement.
- 3.2** Pursuant to this Agreement, the Processor shall process Personal Data of employees, as well as employees of companies belonging to related parties of the Controller, ("**Data Subjects**") for the purpose and to the extent set out in *Annex 1*.
- 3.3** In the event that the Data Controller provides or the Data Processor is otherwise provided with Personal Data of other Data Subjects in connection with its activities for the Data Controller, or the Data Processor is provided with Personal Data of other Data Subjects, the Data Processor shall also process and protect such Personal Data in accordance with the requirements arising (i) from the Regulation, (ii) from the Personal Data Protection Act and related generally binding legislation and (iii) from this Agreement.
- 3.4** The Data Subject's Personal Data will be processed by the Processor for the maximum duration of this Agreement, unless the Processor is entitled or obliged to further process such Personal Data under the relevant mandatory legislation.

4. Remuneration for the services of the Processor

- 4.1** The Parties agree that the remuneration for processing Personal Data under this Agreement is included in the remuneration for the activities under the Underlying Agreement. The Processor shall likewise not be entitled to reimbursement for any costs incurred by the Processor in connection with the processing of Personal Data pursuant to this Agreement.

5. Basic obligations of the Controller

- 5.1** The Data Controller is obliged to ensure that the processing of Personal Data, including the provision of Personal Data by the Processor, is carried out in accordance with the Regulation.
- 5.2** The Data Controller is obliged to ensure that Data Subjects are made aware of the provision of Personal

Data to the Processor and of the conditions of processing in accordance with Articles 13 and 14 of the Regulation.

6. Rights and obligations of the Processor

- 6.1** When processing Personal Data, the Processor is obliged to exercise due professional care and to process Personal Data in such a way that it does not cause anything that could constitute a violation of the Regulations or the Personal Data Protection Act.
- 6.2** Should the Processor become aware that a particular instruction of the Controller infringes obligations under the Regulation, it is obliged to inform the Controller of this fact without undue delay within the meaning of the second sentence of Article 28(3)(h) of the Regulation.
- 6.3** The Processor is obliged to follow the documented instructions of the Controller when processing Personal Data on the basis of this Agreement. The documented instructions shall be deemed to be the arrangements resulting from the Underlying Agreement and other written instructions made in the course of the cooperation. The Processor shall notify the Controller without undue delay of the inappropriate nature of the instructions, if the Processor could have detected such inappropriateness by exercising all due professional care. In such a case, the Processor is only obliged to carry out the instructions upon written request by the Processor.
- 6.4** The Processor is entitled to entrust the processing of Personal Data to third parties (hereinafter referred to as "**Other Processor**") who have entered into processing agreements with the Processor within the scope and content of this Agreement and whose list has been provided by the Processor to the Controller and which forms *Annex 2* to this Agreement. The Processor shall keep this list up-to-date and provide it to the Controller at any time at the latter's request. In the event that there is a change in the list, the Processor shall notify the Controller that such change has occurred within 72 hours of the decisive event which creates, changes or terminates the assignment of the Additional Processor.
- 6.5** Where the Processor engages a Sub-Processor pursuant to the preceding Article 6.4 of this Agreement to carry out certain processing activities, the Sub-processor shall be contractually obliged to perform the same obligations for the protection of Personal Data as set out in this Agreement, in particular to provide sufficient safeguards in respect of the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of the Regulations. If the Sub-Processor fails to comply with its data protection obligations, the Controller shall remain fully liable to the Processor for the fulfilment of the obligations of the Sub-Processor concerned. The Processor shall inform the Controller of each case, including the reason for the termination of the processing activities carried out by the Sub-Processor, no later than 3 days after the termination of such contract.
- 6.6** The Processor shall ensure that no Data Subject suffers any harm to his or her rights, in particular the right to preserve human dignity, as a result of the Processor's activities, and shall also take care to protect against unauthorized interference with the private and personal life of Data Subjects.
- 6.7** As soon as the purpose for which the Personal Data was processed ceases to exist, in particular in the event of termination of the Underlying Agreement, in the event of withdrawal of the Data Subject's consent, or at the request of the Data Subject pursuant to Article 17 of the Regulations, the Processor shall, on the basis of and in accordance with the Controller's instructions, destroy the Personal Data or hand over the Personal Data to the Processor on the basis of a written transfer protocol.
- 6.8** In the event that any Data Subject believes that the Controller or the Processor is carrying out processing of his Personal Data which is contrary to the protection of the private and personal life of the Data Subject or contrary to the law, in particular if the Personal Data are inaccurate with regard to the purpose of their processing, and the Data Subject requests the Processor to explain or to remedy the situation, the Processor undertakes to inform the Controller thereof without undue delay.
- 6.9** The Processor shall notify the Controller without undue delay of an inspection carried out by public authorities which relates to, or is likely to relate to, the processing of Personal Data by the Processor for the Controller pursuant to this Agreement, and shall provide the Controller, at the latter's request, with detailed information on the course of the inspection and a copy of the inspection report. In the event of the initiation of administrative proceedings for the imposition of corrective measures and/or the imposition of a fine (hereinafter "**Administrative Proceedings**"), the Processor shall likewise notify the Controller thereof without undue delay and provide the Controller, upon the latter's request, with

detailed information on the course and results of the Administrative Proceedings, or, alternatively, provide the Controller with a power of attorney to inspect the file relating to the Administrative Proceedings. The Processor shall comply with the obligations of the inspected party under the OA Protection Act and undertakes to provide the Controller with a copy of the report on the elimination or prevention of the deficiencies identified by the inspection, if such report is prepared at the request of the inspecting party.

- 6.10** The Processor shall inform the Controller of any loss or leakage of Personal Data, unauthorized manipulation of Personal Data or other breach of security of Personal Data (hereinafter referred to as a "**Personal Data Breach**") without undue delay and no later than 24 hours after the Personal Data Breach or threat thereof has occurred, if the Processor could have known of the Personal Data Breach or threat thereof with the exercise of all due diligence. If the Processor could not have become aware of an actual or threatened Personal Data Breach before the expiration of the time limit under the preceding sentence of this Article, the Processor shall notify the Controller no later than 24 hours after the Processor becomes aware of the occurrence or threat of the Personal Data Breach. The Processor shall, even after providing the information to the Controller, be obliged to be as helpful as possible in dealing with the Personal Data Breach or in taking measures to mitigate possible adverse effects and prevent similar situations from occurring in the future.
- 6.11** If the Data Controller concludes, after conducting a data protection impact assessment pursuant to Article 35 of the Regulation, that it is necessary to implement further measures in accordance with the opinion of the Data Protection Authority ("**DPA**"), best practices applied in the field of Personal Data protection not provided for in this Agreement, the Processor shall implement such measures if it can be fairly required to do so and both Parties shall reflect such change by amending this Agreement.
- 6.12** The Processor undertakes not to disclose any Personal Data in the processing of Personal Data to any third country or international organization without the express prior consent of the Processor. If the Processor grants such consent, the Processor may transfer the Personal Data, provided that there is a decision on adequate protection in accordance with Article 45 of the Regulation because the transfer is based on appropriate safeguards pursuant to Article 46 of the Regulation.
- 6.13** The Processor undertakes to assist the Controller in the processing of Personal Data within the scope of this Agreement in ensuring the obligations under Articles 32 to 36 of the Regulation, in particular the obligation to ensure the processing of Personal Data, to report Personal Data breaches, to ensure a data protection impact assessment or prior consultation with the Data Protection Authority, taking into account the nature of the processing and the information at the Processor's disposal.
- 6.14** The Processor undertakes to assist the Data Controller, through appropriate technical and organizational measures, as far as possible, in fulfilling the obligations of the Data Controller to respond to requests for the exercise of the rights of the Data Subject, in particular requests for access to Personal Data, for rectification or erasure of Personal Data, for restriction of processing, or for portability of Personal Data.
- 6.15** The Processor undertakes to provide the Controller with all information necessary to demonstrate that the obligations to process Personal Data, including processing through Other Processors, have been fulfilled and to allow audits, including inspections, to be carried out by the Controller or by another auditor appointed by the Controller and to contribute to such audits.
- 6.16** The information under Article 6.10 of this Agreement shall at least include:
- (a) a description of the nature of the Personal Data Breach in question, including, to the extent possible, the categories and approximate number of Data Subjects affected and the categories and approximate number of Personal Data records affected;
 - (b) a description of the likely consequences of the Personal Data Breach;
 - (c) a description of the measures that the Processor has taken or proposed to take to address the Personal Data Breach, including, where appropriate, measures to mitigate any adverse effects.
- 6.17** For failure of the Processor to comply with its obligations under the preceding Articles 6.4, 6.10 and 6.16 of this Agreement, the Controller may require the Processor to pay a contractual penalty in the amount of EUR 3,000 for each breach of such obligation, even repeatedly. The contractual penalty pursuant to the preceding sentence shall be payable within fifteen (15) days from the date of written notification by the Controller to the Processor. The exercise of the contractual penalty shall be without prejudice to any claim

for damages by the Controller in excess of the contractual penalty. The contractual penalty provision shall survive the termination of this Agreement.

- 6.18** The Processor shall allow the Controller access to all Personal Data it processes for/on behalf of the Controller and to the information systems used (for this purpose).
- 6.19** The Processor is not authorized to make copies or duplicates of Personal Data, except for backup copies that are necessary to ensure proper processing of the data, as well as data that are required to meet regulatory (archival) requirements for data retention.
- 6.20** The Processor acknowledges that if it violates the Regulation by specifying the purpose and means of processing (i.e., it processes Personal Data above/beyond the purpose for which it was entrusted to it by the Controller and without documented instructions from the Controller), it shall be deemed to be an independent controller (as "controller" is defined in Article 4(7) of the Regulation) with respect to such processing and shall be solely responsible for such processing.
- 6.21** The Processor shall be solely responsible for any breach of the obligations to protect Personal Data under this Agreement or the Regulations by the Processor.
- 6.22** If the Controller, in connection with a proven breach of the Processor's (or its Sub-Processor's) obligations under this Agreement, receives a fine or other sanction, is forced to compensate for the damage incurred, or to provide appropriate (monetary) compensation, the Processor shall be obliged to compensate the Controller for the full amount of the fine, damages or appropriate (monetary) compensation awarded, in accordance with the relevant generally binding legislation.

7. Guarantees of technical and organizational security of Personal Data protection

- 7.1** The Processor undertakes, within the meaning of Article 32 of the Regulation, to adopt, taking into account the state of the art, the cost of implementation, the nature, the extent, the context and purposes of the processing, as well as the different likely and differently serious risks to the rights and freedoms of natural persons, all technical and organizational measures to ensure the protection of Personal Data in the manner provided for in the Regulation or other generally applicable law to exclude the possibility of unauthorized or accidental access to, alteration, destruction or loss of, unauthorized transfer of, or other unauthorized processing of, Personal Data, as well as other misuse of Personal Data. This obligation applies for the entire period of processing of Personal Data.
- 7.2** In particular, but not exclusively, the Facilitator undertakes to take the following organizational and technical measures:
 - (a) Without prejudice to Article 6.4 of this Agreement, in the case of processing of Personal Data by means of permanent collaborators, the Processor shall entrust this activity only to the permanent collaborators, who shall be instructed on their duty of confidentiality with regard to the Personal Data and on the other obligations which they are obliged to observe in order to avoid any breach of the Regulation or this Agreement;
 - (b) will use appropriate technical equipment and software in a manner that will exclude unauthorized or accidental access to Personal Data by persons other than authorized employees of the Processor;
 - (c) will store Personal Data in appropriately secured facilities and rooms;
 - (d) It will store the Personal Data in electronic form on secure servers or data carriers that can only be accessed by authorized persons on the basis of access codes or passwords and will back up the Personal Data regularly;
 - (e) ensure the remote transmission of Personal Data either only over a public inaccessible network or through secure transmission over public networks;
 - (f) keep written documents containing Personal Data in a secure location and keep proper records of the movement of such written documents;
 - (g) will, to the greatest extent possible, process only pseudonymised and encrypted Personal Data where such measure is appropriate and necessary to reduce the risks arising from the processing of Personal Data;

- (h) for the continued confidentiality, integrity, availability and resilience of systems and processing services;
- (i) ensure, through appropriate technical means, the ability to restore the availability of and access to Personal Data in a timely manner in the event of physical or technical incidents;
- (j) ensure regular testing to assess and evaluate the effectiveness of the technical and organizational measures in place to ensure the security of processing; and
- (k) upon termination of the processing of Personal Data, the Processor shall ensure the secure physical destruction of the Personal Data or provide the Personal Data to the Controller, as agreed with the Controller.

7.3 In the event that Personal Data will be sent by electronic mail, this may be done only in the form of attachments, taking into account the following principles:

- (a) processed attachments containing Personal Data must be cryptographically encrypted using the AES256 algorithm or a stronger algorithm agreed between the Parties (e.g. an archiving program with a built-in encryption algorithm);
- (b) the security password (encryption key), which ensures protection against unauthorized decryption of the attachment, shall consist of at least 12 characters (and at least 2 characters from each group must be used, i.e. lower and upper case letters, numbers and special characters);
- (c) the sender, after obtaining confirmation from the addressee that the secure attachments have been received, gives the addressee the security password (encryption key) and sends it by a channel other than electronic mail (e-mail), for example by telephone, observing policies and measures to protect the password from disclosure to third parties;
- (d) the transmission of the encrypted attachment takes place between the Controller's and the Processor's electronic mail accounts that the Parties have transmitted to each other in connection with the performance of this Agreement.

7.4 The Processor is obliged to implement and document the technical-organizational measures adopted and implemented to ensure the protection of Personal Data in accordance with generally binding legal regulations.

7.5 In the event that the Processor determines that the security measures it has adopted do not comply with the current state of the art and standards in the field of organizational and IT security, or that an IT security or other similar vulnerability has emerged which could compromise the effectiveness of the measures adopted by the Processor and/or the processing and/or security of the Personal Data processed by the Processor, the Processor shall take additional measures to ensure the security of the protection of the Personal Data of the Controller. The Processor shall inform the Controller of these measures and their nature and impact on the processing of Personal Data within three (3) days of their adoption.

8. Special provisions on liability

8.1 These provisions shall apply in addition to the liability provisions under the Underlying Agreement. The purpose of these provisions is to supplement the liability provisions for cases relating to the processing of Personal Data. The general liability provisions of the Underlying Agreement shall also apply in relation to these provisions, unless expressly stated otherwise.

8.2 Liability for damages of the Data Subject

- (a) The Processor shall be liable for any damage caused to the Data Subject by a breach of its obligations under the Regulation and this Agreement, including lost profits and non-pecuniary damages.
- (b) To the extent that the Controller is required to pay the aggrieved Data Subject any amount in damages, equitable relief or other relief as a result of the Processor's breach of its obligations under the Regulations or this Agreement, then the Processor shall reimburse the Controller for that amount in full.
- (c) Similarly, the Processor shall be liable for any breach of the Regulation or this Agreement by any person it has involved in the processing of Personal Data.

9. Duration and termination of the Contract

- 9.1** This Agreement shall come into force on the date of signature by both parties and shall terminate simultaneously with the termination of the Underlying Agreement.
- 9.2** The Controller shall be entitled to withdraw from this Agreement in the event that the Processor breaches any of its obligations under this Agreement and fails to remedy such breach within fifteen (15) days of receipt of a written notice from the Controller. Withdrawal from the Contract shall be effective upon delivery to the Facilitator of a written notice of withdrawal from the Contract.
- 9.3** The Processor shall be entitled to withdraw from this Agreement in the event that the Controller is in breach of its obligations under the Regulation, the OA Protection Act or this Agreement and the Controller fails to remedy the defective condition within fifteen (15) days of receipt of the Processor's notice pursuant to Article 6.2 of this Agreement. Withdrawal from the Contract shall be effective upon delivery to the Controller of a written notice of withdrawal from the Contract.
- 9.4** On the date of termination of the Contract pursuant to Articles 9.2 and 9.3 of this Contract, the Processor is obliged to return to the Controller all Personal Data processed or to dispose of it in accordance with Article 6.7 of this Contract. The Processor undertakes to procure the return or destruction pursuant to this paragraph also from the Other Processors if they are entrusted with the processing of Personal Data and listed in *Annex 2* of this Agreement.
- 9.5** Upon termination of this Agreement, the Processor shall comply with all obligations under the Regulation or the Data Protection Act, in particular to prevent any unauthorized handling of Personal Data until such time as the Processor provides the Controller with the Personal Data or securely disposes of the Personal Data in accordance with the Controller's instructions. The Processor undertakes to allow the Controller, at the Controller's request, even after termination of the Underlying Contract, to inspect the fulfilment of the obligations under Article 9.4 of this Agreement until such time as all Personal Data processed has been returned or disposed of in accordance with Article 6.7 of this Agreement, including by making available all premises where the Personal Data is processed and to provide the Controller with all assistance in the inspection. The Processor shall ensure that the Controller may also carry out the control referred to in the preceding sentence with the Other Processors insofar as they have been entrusted with the processing of Personal Data and listed in *Annex 2* to this Agreement.
- 9.6** The obligation to maintain the confidentiality of Personal Data shall survive the termination of this Agreement.
- 9.7** The termination of this Agreement constitutes a fact as a result of which all types of activities carried out by the Processor for the Controller on the basis of the Underlying Agreement and which involve the processing of Personal Data become impossible. For the avoidance of doubt, the Parties state that the termination of this Agreement shall also terminate the Underlying Agreement without further delay.

10. Contact details Pages

- 10.1** Subject to Section 10.2, all notices under this Agreement shall be deemed to have been duly given if delivered personally or by certified mail to the addresses or email contacts of the Parties set forth below:

Controller: ORLEN Unipetrol Slovakia s.r.o.

Address: Kalinčiakova 14083/33A 2,831 04 Bratislava 3

Contact person: Mgr. Juraj Urbanovič

E-mail: juraj.urbanovic@orlenunipetrol.cz

Processor:

Address:

Contact persons:

E-mail:

- 10.2** For the purpose of fast and efficient communication, in order to properly fulfil the information obligation under Articles 6.9, 6.10 and 6.16 of the Contract, the Processor is obliged to call the telephone number +420 225 001 435 and at the same time send an e-mail to osobneudajesk@orlenunipetrol.cz.

11. Final provisions

- 11.1** The legal relations, obligations, rights and duties arising from this Agreement, as well as any amendments thereto and its interpretation, shall be governed by the laws of the Slovak Republic.
- 11.2** If any provision of this Contract is held by a court or other authority of competent jurisdiction to be invalid, ineffective, void, voidable or unenforceable, such provision shall be deemed to be severed from this Contract and the other provisions of this Contract shall continue to survive unless the nature of such provision or the contents thereof or the circumstances under which it was made show that it cannot be severed from the remainder of this Contract. In such event, the parties shall enter into such amendments to this Contract as will achieve the same result and, if that is not possible, as nearly as possible the same result as was intended to be achieved by the original invalid, ineffective, void, voidable or unenforceable provision.
- 11.3** The Parties undertake to resolve any dispute arising in connection with the performance of this Agreement amicably. In the event that the Parties fail to resolve the dispute amicably within thirty (30) days, either Party shall be entitled to submit the dispute to a court of competent jurisdiction in accordance with generally applicable law.
- 11.4** Any additions or changes to this Agreement, except for changes to *Exhibit 1* or *Exhibit 2*, must be made in the form of ascending numbered written addenda signed by authorized representatives of both Parties. The scope of the Personal Data Processed and the Additional Processors set out in *Annex 1* and *Annex 2* may be extended or otherwise changed by the Controller, while maintaining the written form, without the need to enter into an amendment to this Agreement (a notice of the change to *Annex 1* or *Annex 2* delivered to the Processor by email shall be sufficient).
- 11.5** This Agreement is drawn up and signed in two (2) identical copies in the Slovak language, each Party receiving one copy.
- 11.6** The following annexes form an integral part of this Agreement:
- Annex 1 - Purpose and scope of Personal Data processed*
- Annex 2 - List of Other Processors known and approved at the date of conclusion of the Contract*

The Parties hereby expressly declare that they have read this Agreement before signing it, that it has been entered into after mutual consideration and that it expresses their true and free will, in witness whereof the authorized representatives of the Parties affix their handwritten signatures below.

ORLEN Unipetrol Slovakia s.r.o. - Controller

.....

Location: Bratislava

Location:

Date:

Date:

Name: JUDr. Tibor Kotora

Function: Managing Director

Name:

Function:

Name: Mgr. Marek Varga

Function: Managing Director

Name:

Function:

Name: Artur Frankiewicz

Function: Managing Director

ANNEX NO 1

THE PURPOSE AND SCOPE OF THE PERSONAL DATA PROCESSED

The Processor will process the Personal Data of the Data Subjects pursuant to the Agreement for the following purposes:

Purpose of processing Personal Data	Categories of Personal Data
(XXX)	• (XXX)
(XXX)	• (XXX)

ANNEX NO 2

LIST OF OTHER PROCESSOR

KNOWN AND APPROVED AT THE DATE OF CONCLUSION OF THE CONTRACT

The Processor is entitled to entrust the following third parties (hereinafter referred to as "**Other Processor**") with the processing of Personal Data:

Alt: The Processor has not entrusted the processing of Personal Data to any Other Processor.

Designation of the Processor	Description of the connection to the processing
(XXX)	(XXX)