

____ **FRAMEWORK CONTRACT NO.** ____
____, Juodeikiai village, Mažeikiai district

1. **Seller:** _____.

2. **Buyer:** AB "ORLEN Lietuva", legal entity code 166451720, with its registered office at Mažeikių St. 75, Juodeikiai Village, LT-89453 Mažeikiai Distr. Municipality, Lithuania, represented by the General Director Zbigniew Paszkowicz and Member of the Board of Directors Artur Krzysztof Sladowski acting in accordance with the Articles of Association of the Company (hereinafter - the Buyer).

3. Product and its Quality:

Product – Fatty Acid Methyl Esters (FAME) (CN 38260010):

- 3.1. Rape methyl esters (RME) produced exclusively from rapeseed oil;
- 3.2. RME mixtures - containing RME and fatty acid methyl esters produced from other feedstocks specified in Annex IX of the Directive 2018/2001/EU of the European Parliament and of the Council;
- 3.3. Used Cooking Oil Methyl Esters (UCOME);
- 3.4. FAME 2G - fatty acid methyl esters produced from feedstocks specified in Annex IX of the Directive 2018/2001/EU of the European Parliament and of the Council and national list of feedstocks suitable for production of advanced and/or double-counted biofuels (if applicable);
- 3.5. Ultra Low Greenhouse Gas (hereinafter – GHG) emission Biodiesel with max GHG emission 15g CO₂ eq/MJ.
- 3.6. Product, with additives under the applicable quality requirements defined in LST EN 14214 standard and related legal acts, shall meet the quality and specifications laid down in Annex 1 to the Contract, and the sustainability criteria for biofuels and GHG emission saving laid down in Directive 2018/2001/EU of the European Parliament and of the Council, the Law of the Republic of Lithuania on Energy from Renewable Sources and other legislation of the European Union and the Republic of Lithuania. The Product produced from feedstock with Russian and Belarussian origin is forbidden.
- 3.7. The Product may be purchased as either a diesel component or, upon request of the Buyer and subject to a separate agreement by the Parties, as 100 % fuels for diesel engines (B100).

4. Quality Guarantees:

4.1. The Seller shall warrant that:

- 4.1.1. The Product meets the Quality Requirements (hereinafter – the requirements and specifications regulating the quality of the Product and set forth in Annex 1 to the Contract) as well as other requirements of the relevant legislation applicable on the date of each delivery in the territory of the Republic of Lithuania or other state in case of deliveries to other ORLEN CG companies. The Parties agree that the Product is deemed compliant with the Quality Requirements established in the Contract if its quality values determined in accordance with the procedures laid down herein meet all quality parameters set in the Contract, including the precision of test method.
- 4.1.2. The Product complies with the sustainability criteria and GHG emission savings set forth in the relevant legislation of the European Union and the Republic of Lithuania. The Seller shall provide the relevant supporting documents in this relation as set forth by the legislative requirements of the EU and the Republic of Lithuania and the respective voluntary scheme under which the Seller has been certified.
- 4.1.3. The Seller holds a valid certificate issued under the voluntary scheme recognized by the European Commission to prove compliance with the sustainability criteria and GHG emission savings laid down in Directive 2018/2001/EU of the European Parliament and of the Council. When the certificate approaches its expiry, the Seller shall conduct certification and send a copy of new certificate to the Buyer as soon as possible but always before the expiry of the valid certificate. Moreover, the Seller is obliged to send a copy of the certificate in case of any changes in its validity period, scope of certification, etc. as well as immediately notify the Buyer if the Seller is no longer

the holder of such certificate.

4.1.4. Parties agree to follow the guidance and requirements of the European Commission, ISCC and the the respective voluntary scheme under which the Seller has been certified, with regards to provision of relevant data to the Union database for biofuels and bioliquids (UDB).

4.1.5. The Product has not been previously included in the National Indicative Target/Obligatory Blending pool concerning biofuel/bio-component content in the fuel applied by the Member States of the European Union. In case of any changes in the provisions governing the quality of bio-components and/or biofuels, the Seller shall deliver the Product in accordance with latest valid regulations from the moment of their entry into force.

4.1.6. The Product (substances on their own or in preparations) has been registered in accordance with the relevant registration procedure described in REACH with such registration made by the Seller itself, its sole representative, producer or importer being an actor in the supply chain. The Seller shall provide the Buyer with the information proving that the substances supplied hereunder have been registered in accordance with REACH by the Seller itself, its sole representative, producer or importer being an actor in the supply chain. Moreover, the Seller confirms that uses of the chemical substances indicated by the Buyer to the Seller will be included among the uses identified in the registration dossier submitted to the European Chemicals Agency.

4.1.7. In case of any changes in the quality or legal requirements applicable in Lithuania and/or the European Union, the Seller shall immediately inform the Buyer thereof and shall start supplying the Product in accordance with the new requirements from the moment of their entry into force.

4.1.8. Unless otherwise established in the Commercial Agreement, the following additives will be added to the Product during its production:

4.1.8.1. Oxidation inhibitor for ensuring the oxidation stability of the Product for ≥ 10 hours at 110 °C;

4.1.8.2. Biocide in the required dosage rate (715 ppm, expressed as active biocide per Product) to completely eliminate the risk of microbiological contamination of the Product.

4.1.9. The Product is produced solely from rapeseed oil (RME) and / or from raw materials specified in Annex IX of the Directive 2018/2001/EU of the European Parliament and of the Council and national list of feedstocks suitable for production of advanced and/or double-counted biofuels (if applicable).

4.1.10. The delivered Product does not contain organometallic compounds of MMT (methylcyclopentadienyl manganese tricarbonyl);

4.1.11. The Product will maintain its quality characteristics for at least 30 (thirty) calendar days from the date of delivery, with verification thereof being made on the basis of analysis results of the Product samples taken and retained by the Buyer.

4.2. In case of changes in the legal provisions governing the rated values of GHG emissions applicable to biocomponents and/or biofuels or specific requirements for classification of some certain feedstock as waste/residue or byproduct the Parties shall make every effort to reach an agreement reflecting such changes. If the delivered Product meets the new requirements (as evidenced by Proof on Compliance with Sustainability Requirements), the Seller shall continue the delivery of the Product under the Contract. In case the delivered Product does not meet the new requirements, the Seller shall make every effort to ensure that the Product meets such requirements. In such case the Parties shall have the right to renegotiate the terms and conditions of the Contract. If the Parties fail to agree on the new terms and conditions of this Contract within 30 business days, the Buyer shall be entitled to unilaterally terminate the Contract upon prior 7 days' notice to the Seller.

4.3. At the Buyer's written request provided by electronic mail, the Seller shall enable the Buyer to verify the Seller's production and loading facilities on a date proposed by the Seller, which should be no later than 2 (two) weeks following the receipt of the verification request. The Buyer shall specify the subject-matter and scope of verification, the required documents, the Seller's representatives that will attend the verification and the expected duration of the verification, provided that its subject-matter includes only areas closely linked with the performance of this Contract. The Buyer reserves the right to outsource external consultancy companies.

4.4. Before the first delivery of the Product, the Seller shall inform the Buyer about the manufacturer of the Product and the used additives (indicate the name of additive, purpose and its concentration in the Product) and agreeing on the usage of such additives with the Buyer in writing. In case the Seller needs to change any additive or if the Product manufacturer changes, this must be agreed with the Buyer at least 2 months prior to the delivery of the Product with new additives. For the sake of clarity the Parties agree that the Buyer's failure to provide its agreement or disagreement with the changes shall not constitute its consent to accept the Product produced by another manufacturer. In the event of failure by the Seller to agree with the Buyer on the new additive or manufacturer, this shall be considered the material breach of the Contract and the Buyer shall be entitled not to accept such Product. In such case the Buyer shall be entitled to unilaterally terminate the Contract by 7 (seven) days' prior notice to the Seller.

4.5. In case the Buyer determines that the additives blended into the Product by the Seller are incompatible with the additives used by the Buyer, the Buyer shall be entitled to instruct the Seller to use special additives or stop using certain additives contained in the Product, i.e. use or not use depressants.

5. Quantity:

5.1. Total quantity of the Product to be delivered by the Seller to the Buyer hereunder shall be indicated in a relevant Commercial Agreement and broken down into months in the Provisional Schedule attached to a specific Commercial Agreement.

5.2. Actual quantity of the Product batch delivered to the discharge port may vary from quantity indicated in Bill of Lading by +/-0,5 % due to logistics reasons, handling, transportation of the Product, etc.

6. Duty status: T2

7. Delivery:

7.1. If not otherwise defined by the Parties in a relevant Commercial Agreement, CIF (INCOTERMS 2020) one safe port / one safe berth Klaipėda and/or FOB [●] (INCOTERMS 2020), as a Buyer's option, if information is sent by email to the Seller 1 month in advance. If there is no information 1 month in advance, CIF delivery is required.

7.2. In case of CIF (INCOTERMS 2020) basis:

7.2.1. In case of CIF (INCOTERMS 2020) basis one safe port / one safe berth Klaipėda, in cargo lots of 4400 +/-10% metric tons (in vacuum) each at Buyer's option, **max - 5000 cbm**. Exact quantity to be delivered shall be declared by Buyer to Seller not later than 3 (three) calendar days before the first day of the laydays. Latest by the 20th of the month prior to delivery month (M-1) Buyer shall nominate a 5 day discharge window for delivery month (M). Latest 10 days prior the first day of the indicative discharge date window Buyer shall narrow window to a 2 days discharge window, which will be indicated in Discharge instructions. Seller's nominated vessel to be acceptable to Buyer and discharge terminal, such acceptance not to be unreasonably withheld. Options available as per Charter Party cost, terms and conditions.

7.2.2. The Buyer shall give full written Discharge instructions for the nominated discharge port to the Seller at least 5 days prior to the vessel's ETA at the discharge port.

7.2.3. All charges at the discharge port, other than those defined by Worldscale as being for ship owners' account, (including the expense if any, of shifting berth at the discharge port, unless such shift shall be for the vessels' purposes), shall be paid by Buyer.

7.2.4. Documents. In each specific case of the Product delivery the Seller shall provide a set of documents indicated in discharge instruction and provided by Buyer, including: Bill of lading (original); Original certificate(s) of Quantity and Quality; administrative document for movement of excise goods (e-AD); other documents required by legal regulations or by the Buyer; Original certificate of insurance.

7.3. In case of FOB (INCOTERMS 2020), [●] basis:

7.3.1. In case of FOB (INCOTERMS 2020), [●] basis one safe port / one safe berth [●], in cargo lots

of 4400 +/-10% (at Buyer's option) mts (in vacuum), **max - 5000 cbm**. Exact quantity to be delivered shall be declared by Buyer to Seller not later than 3 (three) calendar days before first day of the laydays. Latest by the 20th of the month prior to loading month (M-1) Buyer shall nominate a 5-day loading window for delivery month (M). Latest 10 days prior the first day of the indicative loading date window Buyer shall narrow window to 3 days of laydays, which will be indicated in Loading instructions. Buyer's nominated vessel to be acceptable to Seller and loading terminal, such acceptance not to be unreasonably withheld. Options available as per Charter Party cost, terms and conditions.

7.3.2. The Product shall be supplied by Seller to Buyer, free of expense, in bulk free on-board vessel provided or procured by Buyer at loading port.

7.3.3. The Buyer shall give full written Loading instructions for the nominated loading port to the Seller at least 5 days prior to the vessel's ETA at the loading port.

7.3.4. In case of shifting/deviation to additional ports, the Seller shall be liable for all additional costs incurred by Buyer at loading port, included but not limited to any shifting, deviation, additional port calls, including port costs and transit costs, including bunker consumption to such additional ports, additional laytime, inspection, additional war risk premiums and any other costs stipulated in WorldScale and the Charterparty that are for Charterers' account ("Other Costs").

7.3.5. Documents. In each specific case of the Product delivery the Seller shall provide a set of documents indicated in the documentary and loading instructions provided by Buyer, including: Bill of lading (original); Original certificate(s) of Quantity and Quality; administrative document for movement of excise goods (e-AD); other documents required by legal regulations or by the Buyer.

7.3.6. The Seller shall at all material times and at no expense to the Buyer provide and maintain or cause to be provided and maintained in good working order all necessary tankage, lines, connections and other tankage facilities necessary for the Loading of the Buyer's Vessel.

7.4. The Seller agrees to sell the Product to ORLEN S.A. and the companies directly or indirectly controlled by ORLEN S.A. (hereinafter – ORLEN CG companies). In case the Seller concludes a separate contract with ORLEN CG companies, with its terms and conditions equivalent to the terms and conditions of this Contract, the obligations assumed by the Buyer to the Seller hereunder shall be reduced accordingly, if not otherwise agreed by the Parties.

8. ORLEN Capital Group Clause

The Parties intend to expand cooperation between the Seller and companies of the ORLEN Capital Group.

8.1 In the event of a need by companies of the ORLEN Capital Group to purchase goods and/or services covered by this Contract, the Seller undertakes to offer commercial terms and conditions that are no less favourable than those set forth in this Contract. For biocomponents agreements, such terms and conditions shall be offered on an FCA basis (INCOTERMS® 2020).

8.2 The Seller undertakes to conclude separate agreements with companies of the ORLEN Capital Group on terms and conditions no less favourable than those agreed under this Contract.

8.3 Where framework agreements covering the subject matter of this Contract have already been concluded between the Seller and a company of the ORLEN Capital Group, the Seller undertakes to adjust such agreements, to the extent necessary, so that their commercial terms and conditions are no less favourable than those resulting from this Contract.

8.4 AB ORLEN Lietuva and companies of the ORLEN Capital Group shall bear several and not joint liability for obligations arising under individual agreements concluded with the Seller. In particular, AB ORLEN Lietuva shall not be liable for any amounts payable by another company of the ORLEN Capital Group, and no company of the ORLEN Capital Group shall be liable for any amounts payable by AB ORLEN Lietuva.

9. Price:

9.1. The price per one metric ton (in vacuum) of the Product (Product type) shall be determined in a relevant Commercial Agreement. Unless otherwise provided for in the Commercial Agreement, the price shall be set in USD on the basis of the pricing formula agreed by the Parties and indicated in such Commercial Agreement. The Product price shall include all and any costs of the Seller as well as all taxes and/or charges associated with the Product sale and delivery to the Buyer.

9.2. The final price per one metric ton (in vacuum) of the Product shall be rounded to two decimal places.

10. Payment:

10.1. The amount of VAT invoice for the Product batch shall be based on the price indicated in the Commercial Agreement and the quantity in metric tons (in vacuum) as indicated in Bill of Lading. The Seller shall indicate in a relevant VAT invoice the price of the delivered Product per metric ton (in vacuum), excl. VAT. The price established in accordance with the Commercial Agreement shall be increased by the value-added tax (VAT) at the rate prescribed by the applicable legislation.

10.2. The Buyer shall effect payments in USD by bank transfer within the period specified in the Commercial Agreement.

10.3. In case of necessity to issue a corrective VAT invoice the payment shall be made within 21 (twenty-one) calendar days from the date of a corrective VAT invoice. The due date under a corrective VAT invoice cannot precede the payment term of the initial VAT invoice, which is subject to correction.

10.4. If payment due date falls on a Saturday or New York bank holiday other than a Monday, payment will be effected on the preceding New York banking day. If payment due date falls on a Sunday or New York bank holiday on Monday, payment to be effected on the first following New York banking day.

10.5. The payment is deemed to be made after the due amount is debited against the Buyer's bank account.

10.6. Bank charges and commissions at Seller's bank to be for Seller's account and those at Buyer's bank shall be for Buyer's account.

10.7. In the event that payment(s) is not received on the due date, the Owing party is to pay to the Owed party interest on any unpaid amount at the rate of 0.02% of any unpaid amount per each day for the whole period of delay. Such interest to be paid within 7 (seven) calendar days after the date of relevant invoice issuance.

10.8. The Parties also have the right to make settlements under this and any other mutual contracts (agreements) by way of counter claim set-off. Such settlement shall be agreed upon by e-mail and executed by the contact person making reciprocal offsets, as specified in the contract.

11. Nomination of Vessel:

11.1. In case of CIF (INCOTERMS 2020) basis Seller shall nominate the performing vessel 3 (three) working days prior to the first day of laydays at loadport.

Notice of nomination shall be given in writing and shall include following:

- Vessel's name
- registration number / imo number
- 3 last cargoes
- loading laycan
- quantity and name of goods
- loadport / destination
- laytime
- demurrage rate
- Q88

11.2 In case of FOB (INCOTERMS 2020) basis the Buyer shall at least 3 (three) full Lithuanian working days before the first day of the laydays notify the Seller by e-mail of the name and summer deadweight tonnage of the vessel to be used and the estimated date of that vessel's arrival at the loading port, and shall provide the Seller with any other vessel details necessary for the purpose of implementing the Contract. The Seller shall give notice accepting or rejecting any vessel nomination within 1 (one) Lithuanian working day after receipt of such nomination, but shall not reject any such nomination unreasonably. In case of rejection, the Buyer shall, as soon as possible, nominate to the Seller an alternative vessel for Seller's prompt acceptance or rejection, and, in the case of the latter, the Parties shall negotiate a mutually acceptable nomination.

Notice of nomination shall be given in writing and shall include following:

- Vessel's name
- registration number / imo number
- 3 last cargoes
- loading laydays
- quantity and name of goods
- loadport / destination
- laytime
- demurrage rate
- Q88"

12. Laytime:

12.1. In case of CIF (INCOTERMS 2020) basis time allowed for the discharge is 21 hours + 6 hours after valid Notice of Readiness (NOR) tendered SHINC.

The vessel shall tender NOR to the discharge port and to the Buyer upon arrival at the discharge port or customary anchorage or other waiting area or, in the event of lightering operations, such other place.

For the purposes of computing laytime and demurrage, time shall commence 6 hours after NOR has been tendered or when the vessel is all fast alongside the berth, whichever is the earlier and shall cease when hoses are disconnected.

12.2. In case of FOB (INCOTERMS 2020) basis time allowed for the loading is 21 hours + 6 hours after valid Notice of Readiness (NOR) tendered SHINC.

Laytime starts at NOR+6 or „All fast" whichever occurs earlier. Laytime terminated upon hoses disconnections.

If Charterers permit the vessel to tender NOR and berth prior to commencement of laydays, all time from berthing until commencement of laydays to be credited to Charterers against laytime and/or time on demurrage.

All other laytime and demurrage provisions shall be in accordance with the governing Charterparty terms and conditions and overriding any terms in this agreement.

13. Demurrage:

13.1. In case of CIF (INCOTERMS 2020) basis:

13.1.1. Demurrage as per governing charter party (c/p) rate and calculated according to the BP General Terms & Conditions for Sales and Purchases of Crude Oil and Petroleum Products, 2015 edition (1.2 version).

13.1.2. Seller's demurrage claim shall be sent within ninety (90) days from the date of discharge and shall be supported with the relevant documents supporting the claim. Any claim received after such time or received without any supporting documents will be considered as time barred.

13.1.3. The Buyer's demurrage claims to be submitted to the Seller within 90 (ninety) calendar days after loading is completed (hoses disconnected). Demurrage claims to be submitted with proper supporting documentation including certificate of valid Notice of Readiness (NOR), c/p or fixture recap, all letters of protest (LOP), Statement of Facts (SOF), copy of performing ship

owner's respective demurrage invoice and copies of the documents proving that demurrage has actually incurred and suffered by the Buyer. Any claim received after such time or received without any of aforementioned supporting documents will be considered as time barred.

13.2. In case of FOB (INCOTERMS 2020) basis:

13.2.1. The demurrage rate shall be per Charterparty rate of the performing vessel (per Day/pro rata). All laytime and demurrage terms and conditions shall be in accordance with the governing Charterparty terms and conditions and overriding any terms in this agreement.

13.2.2. The Buyer's demurrage claims to be submitted to the Seller within 90 (ninety) calendar days after loading is completed (hoses disconnected) and shall be supported with the relevant documents supporting the claim. Any claim received after such time or received without any supporting documents will be considered as time barred.

13.3 Demurrage Claims if any to be considered within 3 (three) calendar weeks from the date of a fully documented claim. If there is no reply within the above stated period of time the claim is regarded as accepted. Claims cannot be rejected unreasonably. Payment of agreed claims shall be made within 7 calendar days following agreement of the amount due. All other issues pursuant to the governing Charterparty terms and conditions.

14. Claims/complaints and liability:

14.1. All Claims and complaints (hereinafter - "claims") if any (other than claims for demurrage, a deficiency in the quantity or variation of quality of Product delivered and/or taxes) must be presented to the other Party within one (1) year of the B/L date relating to such delivery (such date to count as day zero (0)).

14.2. Any claim in respect of deficiency or variation in the quality and quantity of Product delivered must be notified in writing to Seller within 45 (forty five) calendar days after the Bill of Lading date relating to such delivery (such date to count as day zero (0)) and accompanied by complete evidence fully supporting the claim.

14.3. All claims must be submitted in written form accompanied by evidence fully supporting the claim.

14.4. The date of post stamp on the envelope in the country of Seller and/or the date of e-mail notification to be considered as the date of claim. If a Party fails to present a claim within the agreed period, the claim automatically shall be considered as time-barred, null and void.

14.5. The total liability of the Buyer under or in connection with the Contract shall in no event exceed an amount equal to the price paid or agreed to be paid by Buyer for the Product under the Contract as to which the claim is made.

14.6. Claims if any to be considered within 35 (thirty-five) calendar days from the date of claim. If there is no reply within the above stated period of time the claim is regarded as accepted. Claims cannot be rejected unreasonably. When claim is accepted a Party in fault shall cover value of the claim within 7 (seven) calendar days from the date of the claim's settlement.

15. Liability for Non-Performance or Inadequate Performance of the Contract

15.1. The Parties shall perform this Contract according to the terms and procedure established herein. The Parties shall be entitled to claim damages, and costs that exceed the amount of liquidated damages (default interest and/or other compensations) paid, i.e. if any losses suffered by the Party as a result of the other Party's non-compliance with the terms and conditions of this Contract exceed the value of the liquidated damages established herein, the affected Party shall have the right to claim compensation under general procedure as well as demand the other Party for performance of other obligations.

15.2. In case of failure by the Seller to deliver the Product with the terms of Laycan (3 days loading or discharge window), with no written agreement made by the Parties in this regard, the Buyer shall have the right to claim from the Seller compensation of direct, reasonable and documented losses and/or costs incurred due to such failure..

15.3. In case of failure by the Seller to deliver the total quantity or a certain part of the Product

specified in Loading or Discharge instructions, with no written agreement made between the Parties in this regard, the Seller shall pay to Buyer liquidated damages in the amount of 20% from the net value of the non-delivered Product. Payment of such liquidated damages shall not release the Seller from liability for losses and/or costs to the extent not covered by such liquidated damages.

15.4. Non-delivery of the Product or any part thereof by the Seller shall be deemed to be the failure to deliver, in a relevant calendar month, the quantity of the Product specified in Loading or Discharge instructions.

Non-delivery shall also be deemed in the cases when the Seller fails to submit the Buyer, under the terms and procedure set forth herein (p. 21.7), with the Proof on Compliance with Sustainability Requirements.

15.5. In case of failure by the Seller to submit the Proof on Compliance with Sustainability Requirements on the terms and in accordance with the procedure established herein (p. 21.7), the Buyer has the right to claim the Seller to pay liquidated damages of EUR 500 for each calendar day of delay per each non-presented Proof on Compliance with Sustainability Requirements.

15.6. Any losses incurred by the Buyer by reason of the Seller's failure to meet the legislative requirements governing the trade and Production of biofuels (if applicable) or the Seller's failure to supply the Product that meets the requirements of the Contract, shall be compensated by the Seller, including inter alia payment of penalties imposed by competent authorities as a result of the breach of the legislative requirements by the Seller (e.g., sanctions applied against the Buyer for acquiring Products from Seller having no license required to sell the Product).

15.7. In case of non-compliance of the delivered Product with the Quality Requirements or other quality guarantees made by the Seller, or the sustainability or greenhouse gas emissions saving criteria, the Seller shall pay the Buyer the liquidated damages equal to 15% of the value of off-spec Product as well as compensate the Buyer for its direct, reasonable and documented losses and/or costs to the extent not covered by the liquidated damages.

15.8. If sustainability documents provide that the delivered Product was made on the basis of the feedstocks other than prescribed by the Contract, the Seller shall pay to the Buyer liquidated damages equal to 25% of the net value of such delivered Product as well as compensate the Buyer for its direct, reasonable and documented losses and/or costs to the extent not covered by the liquidated damages.

15.9. The Seller shall immediately inform the Buyer on expiry or termination of the Seller's certificate proving compliance of the Product sold by the Seller with the sustainability requirements. In the event of expiry of the Seller's certificate, the Seller shall not be entitled to supply the Product to the Buyer, while the Buyer shall have the right to unilaterally terminate the Contract by giving a 7 (seven) calendar days' prior written notice to the Seller. In such case the Seller shall compensate the Buyer for all and any direct, reasonable and documented losses and/or costs incurred in this relation.

15.10. If failure by the Seller to perform or inadequate performance of its obligations under this Contract has (or may have) material effect on the Buyer, the Buyer shall be entitled to conclude at its own discretion a Substitute Contract (a contract concluded between the Buyer and a third party as a result of the Seller's failure to perform or improper performance of all or some of its contractual obligations, hereinafter – Substitute Contract). In case of conclusion of a Substitute Contract, the Seller shall reimburse the Buyer for all its losses associated with the conclusion of Substitute Contract.

15.11. The Seller shall compensate the Buyer for its direct, reasonable and documented losses arising from the environmental damage, subject to Buyer providing Seller with documents evidencing such environmental damage and its losses suffered, if such damage occurs through the fault of the Seller or third persons outsourced by the Seller.

15.12. In the event of any breach of the provisions of the REACH Regulation, subject to Buyer providing Seller with documents evidencing Seller's breach of such REACH Regulation provisions, the Seller shall compensate the Buyer for any direct, reasonable and documented damage incurred in this relation, and the Buyer shall have the right to:

15.12.1. Return, at the Seller's expense, the Products that do not meet the requirements of the Regulation; and/or

15.12.2. Request the Seller for refund of the price paid plus statutory interest accrued from the day when the Buyer has paid for the Product which is non-compliant with the aforementioned Regulation until the day when the Seller refunded the payment to the Buyer; and/or

15.12.3. Request the Seller to refund any direct, reasonable and documented expenses, costs, fines, penalties or other charges imposed on the Buyer by competent authorities, subject to Buyer providing Seller with such documented evidence of such charges imposed by the competent authorities, as a result of the Seller's breach of the REACH Regulation; and/or

15.12.4. Request the Seller to compensate the Buyer for any other damages incurred by reason of the Seller's breach of the provisions of REACH Regulation.

15.13. The liability of the Parties for non-performance or inadequate performance of their contractual obligations shall survive the expiry of this Contract.

15.14. The Parties shall be entitled to charge liquidated damages (default interest and/or other compensations) also after the expiry or termination of the Contract.

15.15. Liquidated damages shall be paid by the Party so owing as invoiced by the Party so owed within 14 (fourteen) calendar days from the day of a relevant VAT invoice receipt.

16. Determination of quantity and quality:

16.1. Quantity (in metric tons in vacuum) - shall be determined by and in accordance with the standard practice of the loading terminal. Such determination shall be witnessed and/or certified by a first-class independent inspector mutually agreed between the Seller and the Buyer. Such determination shall be set out in the Bill(s) of Lading.

16.2. Quality - based on shore tank composite sample as ascertained at loadport by mutually agreed a first-class independent inspector and set out in the certificate(s) of quality, which should be submitted to the Buyer before vessel loading.

16.3. Independent inspector's results shall be final and binding on both Parties save fraud or manifest error.

16.4. Inspection costs at loadport to be split equally between Seller and Buyer.

16.5 The Buyer keeps right to nominate first class independent inspectors for Quantity and Quality determination in disport. The results of such inspection shall set out in a Certificate of Quantity and in a Certificate of Quality.

17. Risk and Property:

Title and risks in the Product supplied under the terms of the Contract shall pass to Buyer at the loading port as the Product passes the loading vessel's permanent hose connection.

18. REACH registration:

18.1. Seller warrants herein that Product complies with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, establishing a European Chemicals Agency and any implementing regulations adopted thereunder (hereinafter - REACH Regulation, as amended), accordingly the Seller hereby warrants that it has at its own cost registered, as may be required by REACH regulation, Product on their own or in preparations (or will cause its suppliers to do so).

18.2. The Seller also warrants that it shall provide a copy of a REACH regulation compliant up-to-date Safety Data Sheet (hereinafter - "SDS") including but not limited to including accurate Product identification by chemical abstract services number/s (hereinafter - "CAS number/s"), EINECS and/or ELINCS numbers, REACH registration numbers and any other appropriate identifiers (hereinafter collectively "Substance Identification") for the Product to be delivered.

18.3. The Seller shall hold harmless and shall indemnify the Buyer for any direct and duly documented costs and/or damages actually incurred to the Buyer arising out of Seller's (or his suppliers') non-compliance with REACH regulation including but not limited to its failure to register

the Product as and when required, and/or to supply an accurate and up-to-date SDS. This provision prevails over any potential disclaimers contained in the SDS themselves.

18.4. The Seller shall provide the Buyer with the Product SDS in Lithuanian language 10 (ten) calendar days before the delivery of the Product.

19. Force Majeure:

19.1. The Parties shall not be liable for non-performance of the Contract, either in full or part, if the Contract cannot be objectively fulfilled due to Force Majeure circumstances.

19.2. Force Majeure circumstances shall mean circumstances beyond control of the Parties which could not be predicted or avoided at the time of the Contract conclusion, including:

- (i) wars (whether declared or not), civil war, riots, uprisings, piracy and sabotage;
- (ii) acts of God such as heavy storms, cyclones, earthquakes, tidal waves, floods, lightning strokes;
- (iii) explosions, fires, landslides, failures in plants and installations, machines or other equipment in such plants and/or associated facilities of infrastructure or logistics, and/or other accidents in plants (production installations) and facilities of infrastructure or logistics;
- (iv) boycotts, strikes and lockouts of all kinds, slowdowns resulting from strikes, occupation of factories, premises, machines or any kind of installations of such factories and/or associated infrastructure or logistic facilities, as well boycotts, strikes and lock-outs of all kinds, go-slows resulting from strikes, occupation of railway infrastructure, and work stoppages which occur in the enterprise of the Party seeking relief, provided that if the settlement of a labour strike or lockout or any other kind of labour dispute is not within the reasonable control of the Party affected by it, such Party will not be obliged to settle a strike, lockout, or other labour dispute on terms contrary to its interests;
- (v) any actions (in the form of bans, market regulation or any other economic measures which did not exist at the time of the Contract conclusion) (except for the changes in the provisions regulating trade in bio components) by Lithuanian and foreign national and local authorities (such as state, public administration authorities or other national or international bodies or organizations, in particular that of EU and UNO).

19.3. The Parties agree that any failure by the them to hold or obtain permits, approvals and/or licenses from state authorities and/or other institutions, as well as inability to receive feedstock or components for obtaining the Product, inter alia interruptions in supply of feedstock or Product from any of the sources, or inability to obtain Products for the causes being beyond the Seller' control, shall not be considered Force Majeure. Lack of financial resources by either Party shall not be considered as Force Majeure.

19.4. The Party claiming Force Majeure event or events shall:

- (i) immediately notify the other Party thereof in writing no later than within 7 (seven) calendar days from the moment of the Force Majeure inception, indicating the nature and expected duration of Force Majeure;
- (ii) present proper evidence of the existence of Force Majeure. The Parties agree that a certificate issued by a relevant Chamber of Commerce, Industry and Crafts, or similar institution may be a sufficient proof of the Force Majeure existence.

19.5. Failure to comply with the obligation defined in Item 19.4 above shall deprive the affected Party of the right to refer to Force Majeure in case of non-performance or inadequate performance of its contractual obligations, and shall be subject to the obligation for the affected Party to compensate all losses of the other Party.

20. Applicable law and jurisdiction:

20.1. The construction, validity and performance of the Contract shall be governed by English law, to the exclusion of its conflict of law rules, and English law shall be used for interpreting the Contract and for resolving all claims or disputes arising out of or in connection with the Contract. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

20.2. If the dispute is not resolved by negotiation within 30 (thirty) days if notification of the dispute being given by one Party to the other, the dispute shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which rules are deemed

to be incorporated by reference into this Clause. The tribunal shall consist of 3 (three) arbitrators; each Party shall nominate one arbitrator and the nominated arbitrators shall select the third arbitrator. The place of arbitration shall be London. The language of arbitration shall be English. The arbitration award shall be final without appeal to the courts.

20.3. Notwithstanding mentioned above, the Parties agree that where the amount in dispute between them is US\$100,000 or less (excluding interest and costs) then the dispute shall be referred to a sole arbitrator and the arbitration shall be conducted in accordance with the London Maritime Arbitrators' Association ("LMAA") Small Claims Procedure current at the time when the claiming Party commences arbitration proceedings.

21. VAT and other taxes, duties etc.:

21.1. The Seller shall indicate in a relevant VAT invoice the price of the delivered Product per metric ton (in vacuum), excl. VAT. The price established in accordance with Commercial Agreement shall be increased by the value-added tax (VAT) at the rate prescribed by the applicable legislation.

21.2. The amount indicated in the invoice issued by the Seller to the Buyer for the Product batch delivered to and accepted by the Buyer shall be converted from USD to EUR in accordance with USD/EUR exchange rate announced by the Bank of Lithuania on the Product delivery date indicated in the Bill of Lading (i.e. following the provisions of Par. 2(1) and Par. 3(2) of Art. 5 of the Law Financial Accounting of the Republic of Lithuania).

21.3. The Seller shall submit a correct VAT invoice within one business day after delivery month.

21.4. The Seller shall immediately notify the Buyer in writing of any changes in its bank details.

21.5. The Buyer shall be entitled to withhold the amounts invoiced by and payable to the Seller in case of the Seller's failure to perform or improper performance of this Contract, including deduction of any contractual penalties (default interest and/or penalties) together with statutory interest, thus decreasing the amount payable to the Seller. Notice on all deductions so made shall be given by the Buyer to the Seller by email.

21.6. The Buyer shall have the right to withhold the amounts payable to the Seller under the Contract if quality deficiencies are determined in the Product already delivered or if the Seller fails to perform or improperly performs any other contractual obligations as well as the right to withhold the amount that is disputed. In this case, the Seller shall only be paid the undisputed portion of the outstanding invoiced amounts. Such withholding of amounts payable to the Seller shall not be considered improper fulfillment of the Buyer's obligation to pay for the Product delivered and shall not be subject to charging of any default interest or penalties.

21.7. The Parties represent that they are registered taxable persons for the purpose of taxable supplies, and confirm that they are not subject to any bankruptcy proceedings.

The Buyer represents that its tax payer's number is 166451720, VAT number is LT664517219, and Tax Warehouse number is LT0A01470215S.

Discharging terminal details:

PC KN ENERGIES, Burių g.19, Klaipėda,
Tax Warehouse No. LT0A08890366S,
Warehouse Keeper No. LT0000000366K.

The Seller represents that its VAT number is

_____.

Loading terminal details:

_____.

Tax Warehouse No. _____.

Warehouse Keeper No. _____.

21.8. In case of CIF (INCOTERMS 2020) basis the Seller shall be responsible for paying all taxes,

duties or other charges payable at the shipping terminal and associated with the sale of the Product and its delivery to the destination indicated by the Buyer. If the Product is delivered from an EU tax warehouse, the Seller shall also be responsible for paying the excise duty imposed on shortages above the allowable limits.

In case of FOB (INCOTERMS 2020) basis the Seller shall be responsible for paying all taxes, duties or other charges payable at the loading terminal and associated with the sale of the Product to the Buyer. The product should be free of any taxes/duties/charges when crossing the ship's rail at loading port.

21.9. The Seller confirms that the Product delivered to the Buyer is in free circulation within the European Union and that all taxes, duties and levies have been paid.

Furthermore, the provisions of the EU VAT Directive 2006/112/EC (VAT Directive) and the Law on Value Added Tax of Republic of Lithuania (VAT Law) shall apply to this Contract. The Seller undertakes to act properly, in line with the requirements of the mentioned legislation, and duly issue VAT invoices taking into account the actual situation of the supply of the Product, i.e. whether it is the intra-community supply from an EU Member State to Lithuania (which is subject to 0% VAT), or the local supply within the territory of Republic of Lithuania (which is subject to standard 21% VAT).

The Seller shall indemnify the Buyer for all duly documented costs, damages, penalties, interest, etc., incurred by the Buyer as a result of the Seller's failure to comply with the requirements set forth herein.

21.10. The Seller shall indicate reference number of this Contract in VAT invoices. This information is necessary for the Buyer.

21.11. The Party, issuing VAT invoices to the other Party, shall issue such VAT invoices in electronic format and email them to the indicated addresses, whereas such VAT invoices shall be considered original.

The Buyer's address for the delivery of electronic VAT invoices: feedstock@orlenlietuva.lt.

In case of any changes in the address for VAT invoice delivery, the Parties shall notify each other thereof within 3 (three) business days after such changes at the latest.

The Parties confirm that they handle the invoices in a due manner as prescribed by the relevant laws, and will guarantee the authenticity, integrity and legibility of the contents of invoices.

It is suggested that VAT invoices be printed on one side of the page.

21.12. Without the prior written consent of the other Party, which consent shall not be unreasonably withheld, neither Party may assign its rights or obligations under this agreement in full or in part, except that the Seller or its assigns may without such consent assign all or any part of their rights to receive and obtain payment under the contract in order to facilitate collateral security or bank funding arrangements. Any such assignment will not diminish or amend the Seller's obligations under this Contract.

22. Miscellaneous:

22.1. Entire agreement. This Contract shall be the operative instrument and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations and representations in connection therewith.

22.2. Modification. No amendments, additions, or alterations may be made to the terms and conditions of this Contract without prior written agreement of Seller and Buyer.

22.3. General terms. BP General Terms & Conditions for Sales and Purchases of Crude Oil and Petroleum Products, 2015 edition 1.2 version shall apply to this Contract so far as it is not inconsistent or not in contradiction with the terms herein.

All terms and conditions of the governing Charter Party to be incorporated into this contract. In the event of conflict or inconsistency between the provisions of this Contract, GT&C and the terms and conditions of the Charter Party of the performing vessel, the Charter Party terms and conditions to prevail.

22.4. Incoterms. The definition of CIF and/or FOB Incoterms 2020 shall apply to this Contract so far as it is not inconsistent or not in contradiction with the terms herein.

22.5. Severability. Should any provision of this Contract be or become invalid, illegal or otherwise unenforceable, in whole or in part, the remainder of this Contract (and of such provision) shall not be affected except to the extent necessary to delete such invalid, illegal or unenforceable provision (or part thereof).

22.6. The Seller shall submit to the Buyer a copy of certificate confirming compliance with sustainability and greenhouse gas emissions saving criteria under requirements of respective voluntary scheme.

22.7. No later than 20 calendar days after Bill of Lading date, the Seller shall submit to the Buyer the Proof on Compliance with Sustainability Requirements.

22.8. Seller is obliged to provide a Certificate of origin of the Product or Seller's declaration, issued on the basis of Commission delegated Regulation (EU) 2015/2446 of 28 July 2015 and Commission implementing Regulation (EU) 2015/2447 of 24 November 2015 with the indicated country of origin of the Product.

22.9. In case of CIF (INCOTERMS 2020) basis the Seller shall insure the cargo with first class western insurers for 110 pct of the CIF value against all risk as per the institute cargo clauses 'A' dtd 1.1.2009 plus institute war clause (cargo) dtd 1.1.2009 and institute strikes clauses (cargo) dtd 1.1.2009, including the risks of leakage and/or shortage howsoever arising, subject to an excess of 0.50 percent trade ullage on whole shipment including the risk of contamination howsoever arising irrespective of percentage. Such insurance shall operate from shore tank at the loading port to shore tank at the discharge port. The benefit of the insurance shall pass to Buyer upon the passing of title and risk of the Product to Buyer as described in this Contract.

22.10. The Parties represent that they have the right and licenses, if required, to carry out the activities related to the performance of the obligations hereunder. The Parties furthermore represent that they are legally operating, whereas the Contract has been duly executed and validly signed by their authorized persons.

22.11. The Seller represents that it holds a valid certificate proving that the Product sold by the Seller complies with the sustainability requirements (such certificate shall be issued under ISCC or any other voluntary scheme which is acknowledged by the European Commission for proving compliance with the sustainability criteria and GHG emission savings laid down in Directive 2018/2001/EU). In case of supply of biofuels which meet requirements established in the Directive 2018/2001/EU Annex IX National legal acts should be complied with regards to waste/residue status.

22.12. The Seller represents that the substances (Product) delivered under the Contract, whether on their own or in preparations, have been registered in accordance with the applicable procedure established in REACH Regulation, with such registration made by the Seller or its sole representative, producer, or importer being the preceding links of the supply chain. The Seller shall present information to the Buyer that the substances delivered hereunder have been registered in accordance with REACH Regulation by the Seller itself or its sole representative, producer or importer being the preceding links of the supply chain. Furthermore, the Seller represents and warrants that the uses of substances intended by the Buyer will be included among identified uses mentioned in the registration documents submitted to the European Chemicals Agency.

22.13. The Parties represent that the execution and delivery of this Contract has not contravened any articles of association (rules, provisions etc.), decisions and orders of public authorities, legal acts (both local and individual), transactions, court decisions, etc.

22.14. The Parties represent and warrant that they are solvent, and no bankruptcy proceedings or out-of-court bankruptcy procedures are pending or threatened, and no property disputes are initiated against them, their bank accounts and/or property are free and clear of any encumbrances that might materially affect the performance of the Contract, and the Parties are not aware of any circumstances that might impair their future abilities to fulfill the obligations under the Contract, and the Parties will be able to duly execute the Contract.

22.15. The Seller hereby represents and warrants that it is the legal owner of and has full title to the Product, and its right to dispose of the Product is free and clear of any encumbrances, whereas the Product is not subject to any mortgage, pledge or seizure, or any legal dispute, arbitration or

similar, and no third Party has any rights or claims with respect to the Product. The Seller undertakes to hold the Buyer harmless against any charges or demands brought by third Parties in relation to the aforementioned rights and pay all the resulting costs (including lawyer's fees, penalties, etc.) incurred by the Buyer.

22.16. The Seller represents and warrants to the Buyer that it will not supply the Buyer with the Product from countries under export or import embargo.

22.17. Confidentiality.

22.17.1. The Parties shall make available to each other all and any information (either verbal, or written, or expressed in any other form, if made available visually or by means of technical devices), which is necessary for proper performance of the obligations assumed by the Parties hereunder (hereinafter – the Confidential Information). The Confidential Information shall include any written and / or verbal information related, either directly or indirectly, to the Parties, other companies within the Parties' groups, or their counterparties which is made available by the Parties to each other either directly or indirectly or otherwise obtained while performing hereunder. The Confidential Information shall be intended for and may be used solely in the interests of the Parties. The Parties acknowledge that the Confidential Information made available to them hereunder is confidential, unless expressly provided otherwise herein.

22.17.2. Nondisclosure obligations shall not apply to the Parties provided that:

- (i) The Confidential Information is in the public domain or has entered the public domain by ways other than unauthorized disclosure or breach of this Contract;
- (ii) The Confidential Information was obtained from a third party without any breach of nondisclosure commitments;
- (iii) The Parties notify each other in writing that particular information is no longer deemed confidential.
- (iv) The Confidential Information has been independently developed by the respective Party without the use of any Confidential Information obtained from the other Party.

In case of any doubts as to the confidentiality of some particular information, the Parties shall consider and treat such information as confidential until the Parties notify each other otherwise.

22.17.3. To the extent concerning the Confidential Information disclosed hereunder, the Parties, including their staff (also the staff of their group companies), shall:

- (i) Keep (store and use) the Confidential Information by applying reasonable confidentiality protection measures established by the present Contract and the applicable legislation, protecting the Confidential Information against any unauthorized use, transfer, disclosure or unauthorized access. The Parties shall not make any copies or otherwise record or store the information in their systems if such is not reasonably necessary for due performance hereunder. The Parties shall immediately notify each other of any violations of information protection requirements or any unauthorized disclosure or use of the Confidential Information;
- (ii) Disclose the Confidential Information or part thereof only to their staff and other persons (including the Parties' group companies, subsidiaries, shareholders, members of the board of directors, auditors consultants and subcontractors) directly involved in the implementation of the objectives related to the disclosure of the Confidential Information and bound by a duty of confidentiality on the same terms and conditions as indicated herein throughout the term of the Contract as well as for the period of protection of Confidential Information after the expiry / termination of the Contract. The Parties shall be liable for any acts or omissions of persons having been provided with access to the Information, including financial liability;
- (iii) Use the Confidential Information exclusively for the performance of obligations hereunder, unless otherwise agreed in writing.

22.17.4. The Party may at any time restrict access to the Confidential Information by the other Party. The Confidential Information shall remain the property of the Parties and at the request of the Party, the other Party shall return all Confidential Information held on any material media, including electronic storage devices, to the requesting Party or destroy it if so instructed by that Party.

22.17.5. In case of loss or disclosure of the Confidential Information by the Party in the manner

other than established herein, it shall immediately notify the other Party thereof and make all efforts to regain the lost or wrongfully, unreasonably disclosed Confidential Information.

22.17.6. After the expiry of the present Contract, either Party, at other Party's written request, shall, to the maximum practicable extent, return or destroy all Confidential Information of the other Party held by it, whether contained in documents, publications, drawings, descriptions, diagrams or expressed and stored in any other form, as well as copies of the same, unless provided for otherwise herein.

22.17.7. The obligation to maintain the confidentiality of the Confidential Information shall be binding upon the Parties throughout the term of this Contract as well as for 10 (ten) years after its expiry / termination, or completion of the services, unless the Parties hereto agree in writing otherwise.

22.17.8. Should it be necessary, in connection with performance of this Contract, to provide one Party with access to, or to transfer to this Party personal data within the meaning of Law of the Republic of Lithuania on Legal Protection of Personal Data, before processing such data the Parties shall be obliged to conclude an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

22.17.9. In the event of unauthorized disclosure by any Party of the Confidential Information to any third person, either intentionally or negligently, be it a positive act or omission, or in case of loss of such Confidential Information, the defaulting Party shall compensate the affected Party for any direct damages resulting from unauthorized disclosure and (or) loss of the Confidential Information.

22.17.10. The Seller consents to the disclosure by the Buyer of the contents of the Contract, its annexes and Contract execution documents as well as data relating to the performance hereunder to ORLEN Group companies under the terms and conditions laid down above.

22.17.11. Where, for the purpose of due performance under this Contract, it is necessary to disclose a commercial secret or any other confidential information of the Party, or confidential information of other companies within the Party's group, a separate nondisclosure agreement may be concluded between the Parties.

22.18. Image protection:

22.18.1. The Seller shall obtain a prior written consent of the Buyer for the use of the business name (AB "ORLEN Lietuva"), trademark or logo of the Buyer on the Seller's website, in the list of its counter-parties, brochures, advertisements, or any other marketing or advertising material. In such case, together with a request for consent, the Seller shall submit to the Buyer a draft of material in which such information will be used.

22.18.2. The Party shall also obtain a prior written consent of the other Party for communicating any information on the Contract to mass media such as press, TV, radio, or Internet. In such case, together with the request for consent, the Party shall submit to the other Party a draft of information to be used in mass media.

22.18.3. In case of non-performance or inadequate performance of the above requirements, the Buyer shall be entitled to charge the compensation of EUR 29'000.00 (twenty-nine thousand euro) for each case of violation. Payment of such compensation shall not restrict the Buyer's right to seek additional compensation from the Seller, if the amount of incurred damages exceeds the amount of compensation paid.

22.19. Personal data protection:

22.19.1. The Parties hereby represent and warrant to each other that in performance of the present Contract and discharge of their obligations assumed hereunder they are in strict compliance with all requirements of the applicable legislation of the European Union and the Republic of Lithuania regulating personal data protection.

22.19.2. The Parties hereby represent that in performance of the present Contract none of them as the controller shall transfer the data to the other Party as a processor or joint data controller, whereas in case of any need to process or jointly control any personal data controlled by the other Party, the Parties shall conclude a separate agreement on personal data processing or joint control.

22.19.3. Business contacts, contacts of contractors, their full names, email addresses and phone

numbers exchanged between the Parties for the performance of this Contract shall be processed by each Party exclusively for the purposes of the performance/administration of the Contract observing the requirements set forth in the General Data Protection Regulation (EU) 2016/679 (GDPR) and Law of the Republic of Lithuania on Legal Protection of Personal Data.

22.20. International restrictive measures and sanctions. The Parties hereby represent that the Contract will be performed without prejudice to the regulations of the United Nations, the United States of America, the European Union and the Republic of Lithuania governing the implementation of international restrictive measures and sanctions. Failure to comply with this provision shall be deemed to be the material breach of the Contract.

22.21. Anti-corruption provisions:

22.21.1. Each and every Party confirms that in performance of the present Contract it shall exercise due diligence and shall comply with all legal provisions of the European Union and the Republic of Lithuania binding on the Parties within the scope of preventing corruption.

22.21.2. Each Party declares that it has implemented procedures for corruption prevention and conflict of interest management.

22.21.3. Each of the Parties certifies that acting in connection with performance hereof, whether directly or through any business entity controlled by or affiliated with the Parties, it shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts, anonymous reporting, and clarification of irregularities.

22.21.4. The Parties ensure that in conclusion and performance of the present Contract none of them or their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or other persons acting on their behalf have/has not made, proposed, promised, authorized to make and shall not make, propose, promise, or authorize to make any payment or another transfer constituting a financial or any other benefit directly or indirectly to any of the following:

- (i) any member of the management board, director or other staff member or agent of a given Party or of any business entity controlled by or affiliated with the Parties;
- (ii) a public official understood as a natural person performing a public function within the meaning given to this term in the legal system of a country in which the present Contract is performed or in which the registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
- (iii) any political party, member of a political party, or candidate for a post in a state office;
- (iv) any agent or intermediary in exchange for payment to anyone of the persons mentioned in (i)-(iii) above; and
- (v) any other natural person or legal entity, whether directly or through any business entity controlled by or affiliated with the Parties, in order to obtain their decision or actions which may result in any privilege inconsistent with law or for any other improper purpose, if such action breaches or would be in breach of the legislative of the European Union and the Republic of Lithuania within the scope of prevention of corruption.

22.21.5. The Parties undertake to immediately inform each other in writing about the cases of breaching provisions of the Anti-Corruption Clause. At the written request of any Party, the other Party undertakes to provide information and answers to reasonable questions of the other Party related to the performance of the Contract within the scope of the Anti-Corruption Clause.

22.21.6. Each of the Parties confirm that in performance of this Contract it shall enable each person acting in good faith to report breaches on an anonymous basis by e-mail anonim@orlenlietuva.lt or by phone +370-800-90008.

22.21.7. In case of suspicions of corrupt actions made in connection with the present Contract or its performance by any representatives of the Parties, the Parties shall cooperate in good faith for examining the circumstances of such cases.

22.21.8. The Party confirms that it has read and will abide by the Rules of Gift Giving and Acceptance of the AB "ORLEN Lietuva", which are available on the website:

22.22. The Party shall immediately, but no later than within 72 hours, notify AB "ORLEN Lietuva" in writing of any material changes in its financial position which may affect the Contract performance as well as of any national or international sanctions imposed on the Party or its shareholders, or members of the Board or managers (or Supervisory Board if there is such).

22.23. If any new legal acts are published, or the effective legal acts modified in a way affecting the Contract, including the legal provisions related to mandatory blending of biocomponents into fuel, and/or control and/or certification of biofuels for compliance with the sustainability and greenhouse gas emissions saving requirements, the Buyer shall be entitled to initiate negotiations on the terms and conditions of the Contract, while the Seller shall be under obligation to participate in such negotiations. In case of failure by the Parties to reach an agreement within 30 (thirty) calendar days after initiation of negotiations, the Buyer shall be entitled to immediately terminate the Contract unilaterally and without recourse to a dispute settlement body. In such case the Seller shall not be compensated for any losses or costs.

22.24. In the event of breach by the Seller of its image protection obligations and/or the Buyer's intellectual property rights, the Buyer shall be entitled to terminate this Contract and demand the Seller to compensate all resulting costs and losses (including inter alia costs and losses associated with a Substitute Contract conclusion and purchase of the Product under other transaction).

22.25. Furthermore, this Contract may be subject to early termination in the following cases:

22.25.1. by mutual agreement of the Parties;

22.25.2. by either Party entitled to terminate the Contract with immediate effect and without recourse to a dispute resolution body in case of breach by the other Party and its failure to remedy such breach after the first notice, with continued breaching of the Contract. The maximum period to remedy a breach shall be 14 (fourteen) calendar days from the date of a relevant notice;

22.25.3. in other cases set forth in the Contract or established by the applicable legislation.

22.26. In case of the Contract termination, both Parties hereto shall continue their obligations incurred and outstanding before the date of the termination.

22.27. In case of the Contract termination or expiry, the provisions governing confidentiality and payment shall survive and continue until their complete discharge by the Parties.

22.28. The Parties shall inform each other within 5 (five) calendar days about any changes in their legal address, contact data, bank details and other significant data that may affect the performance of the Contract.

22.29. The rights and obligations of the Seller under the Contract are related to its legal status, production assets as well as certificates and licenses held, and cannot be transferred to other entities, unless the Seller has obtained prior written consent of the Buyer. Furthermore, the Seller shall not assign its rights and obligations under the Contract by reason of any sale or transfer to another entity of the whole or a part of the company, to which the Contract relates, as a result of or in connection with merger, division, separation, change of control, change of legal status, transformation or restructuring, transfer or merger transaction associated with that company, unless prior written consent of the Buyer is obtained. In case the Seller performs the above action without prior approval of the Buyer, or if under certain circumstances the company, to which the Contract relates, is transferred to another entity, or other entity acquires control over that company, the Buyer shall have the right to immediately terminate the part of the Contract which remains not fulfilled at the time of such termination and to charge the Seller with costs associated with the conclusion of a Substitute Contract. In this case, the Contract is terminated together with all other Commercial Agreements, and obligations related to remaining undelivered amounts of the Product shall not be performed.

22.30. Without the prior written consent of the other Party, which consent shall not be unreasonably withheld, neither Party may assign its rights or obligations under this agreement in full or in part, except that the Seller or its assigns may without such consent assign all or any part of their rights to receive and obtain payment under the contract in order to facilitate collateral security or bank funding arrangements. Any such assignment will not diminish or amend the

Seller's obligations under this Contract. In case of any dispute, a written notice sent by post shall be deemed received within 5 (five) calendar days, and a written notice sent by email during working hours (with acknowledgment of receipt) shall be considered received on the day it is sent.

22.31. The Contract is signed for the period of _____ - 31.12.2030 with an option to extend by 3 months (i.e. until 29/28.02.2031) 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).

22.32. Contract, all amendments, supplements and annexes to the Contract shall be made in writing and duly signed by the authorized representatives of the Parties physically (scans admissible) or using electronic signature using an electronic document format agreed by the Parties.

The Parties agree that the amendments to the Contract and other contract performance documents may not be signed and validity/legality of a qualified electronic signature may not be verified by uploading such to third party information systems or websites. All duly executed amendments, supplements and annexes to the Contract shall be valid and make an integral part hereof.

22.33. Notices:

Unless otherwise specifically provided, all notices to be given hereunder by either Party to the other shall be sufficiently given if in writing, by post or e-mail and delivered to the other Party as follows:

SELLER'S CONTACT INFORMATION:

Operations: _____

BUYER'S CONTACT INFORMATION:

Operations, Invoicing, Claims, Contract

Simona Kontrimaitė

Tel.: +370 443 92833

Mob.: +370 665 94082

Email: simona.kontrimaite@orlenlietuva.lt with a copy to feedstock@orlenlietuva.lt

Annexes:

1. Product regulations and specifications for AB "ORLEN Lietuva".
2. Sample Form of Commercial Agreement.
3. Information note regarding AB "ORLEN Lietuva" information disclosure requirements.

SELLER:

BUYER:

AB "ORLEN Lietuva",
Mažeikių St. 75, Juodeikiai Village
LT-89453 Mažeikiai Distr. Municipality

Lithuania

Company code: 166451720

VAT number: LT664517219

Tel.: +370 443 92827;

Bank details:

IBAN: (USD): LT5321400300000099185

IBAN: (EUR): LT9021400300000099198

Bank: Luminor Bank AS Lithuanian Branch,
Konstitucijos Ave. 21A, LT-03601 Vilnius, Lithuania.

SWIFT: AGBLLT2X.

SELLER

BUYER

(full name, signature, date)

(full name, signature, date)

(full name, signature, date)

(full name, signature, date)

Annex 1

Product regulations and specifications for AB "ORLEN Lietuva"

1. Quality

1. The **Seller** guarantees that the **Product** meets the requirements established in the following standards and legislation:

1.1. Applicable standard LST EN 14214;

1.2. Directives 98/70 and 2018/2001/EU of the European Parliament and of the Council;

1.3. *Mandatory Quality Indicators for Petroleum Products, Biofuels and Liquid Fuels used in the Republic of Lithuania* approved by the 22 December 2010 Order No. 1-348/D1-1014/3-742 of the Minister of Energy, Minister of Environment, and Minister of Transport and Communications of the Republic of Lithuania.

2. The **Seller** is obliged to buy and use additives that ensure the **Product** compliance with the quality requirements set forth in the **Contract**:

2.1. The **Product** delivered by the **Seller** to the **Buyer** shall contain additives that ensure the following cold filter plugging point (CFPP, EN 116) of the **Product**:

- Max (minus) -10°C during the period from 1st May to 10th September, provided that CFPP of the **Product** without additives does not exceed (minus) 10 °C;
- Max (minus) -15°C during the period from 1st April to 30th April and from 11th September to 31st October, provided that CFPP of the **Product** without additives does not exceed (minus) -10°C;
- Max (minus) -20°C during the period from 1st March to 31st March and from 1st November to 30th November, provided that CFPP of the **Product** without additives does not exceed (minus) -10°C;
- Max (minus) -26°C during the period from 11th November to 28th (29th) February, provided that CFPP of the **Product** without additives does not exceed (minus) -10°C.

2.2. The **Seller** shall take into consideration the **Buyer's** recommendations on use of the additives improving low temperature characteristics (depressants), the oxidation stability enhancing additives (antidepressants), and microbiological contamination eliminating additives (biocide). The information on the recommended additives will be notified by the **Buyer** to the **Seller** by e-mail.

2.3. The CFPP and FBT parameters as well as monoglyceride content may be changed by mutual agreement of the **Parties** or when such is required by the latest effective LST EN 14214 and *Mandatory Quality Indicators for Petroleum Products, Biofuels and Liquid Fuels used in the Republic of Lithuania* approved by the 22 December 2010 Order No 1-348/D1-1014/3-742 of the Minister of Energy, Minister of Environment, and Minister of Transport and Communications of the Republic of Lithuania.

2.4. In order to improve the oxidation stability of FAME, the oxidation stability enhancing additives giving oxidation stability similar to that obtained with 1000mg/kg of 3.5-di-tert-butyl-4-hydroxytoluene (BHT) shall be added during FAME production or prior to its storage.

2. Product specifications

The **Product** shall meet the requirements of the latest revision of LST EN 14214 (including any existing and future amendments), and requirements provided in this Specification (Table 1).

Table 1

Parametras / Characteristic	Mat.vnt. / UOM	Ribos / Limits		Tyrimo metodai / Test methods *
		Min. / min.	Max. / max.	
Riebalų rūgščių metilesterių	% (m/m)	96,5	-	EN 14103

kiekis / Fatty acid methyl esters content				
Tankis, esant 15 °C **/ Density at 15 °C **	kg/m ³	860	900	EN ISO 3675 EN ISO 12185
Klampa, esant 40 °C *** / Viscosity at 40 °C ***	mm ² /s	3,50	5,00	EN ISO 3104 EN 16896
Pliūpsnio temperatūra / Flash point	°C	101	-	EN ISO 2719 EN ISO 3679
Cetatinis skaičius / Cetane number	-	51,0	-	EN ISO 5165 EN 16715 EN 15195 EN 17155
Vario plokštelės bandymas (3 h esant 50 °C) / Copper strip corrosion (3 h at 50 °C)	Vertinimas / Rating	Korozijos laipsnis / Corrosion class 1		EN ISO 2160
Atsparumas oksidacijai, esant 110 °C / Oxidation stability (at 110 °C)	h	10,0	-	EN 14112 EN 15751
Rūgščių skaičius / Acid value	mg KOH/g	-	0,50	EN 14104
Jodo skaičius / Iodine value	g jodo/100 g g iodine/100g	-	120	EN 14111 EN 16300
Linoleno rūgšties metilesterio kiekis / Linolenic acid methyl ester	% (m/m)	-	12,0	EN 14103
Polinesočiųjų (≥ 4 dvigubos jungtys) metilesterių kiekis / Polyunsaturated (≥ 4 double bonds) methyl esters	% (m/m)	-	1,00	EN 15779
Metanolio kiekis / Methanol content	% (m/m)	-	0,20	EN 14110
Monogliceridų kiekis / Monoglyceride content	% (m/m)	-	0,30	EN 14105
Digliceridų kiekis / Diglyceride content	% (m/m)	-	0,20	EN 14105
Trigliceridų kiekis / Triglyceride content	% (m/m)	-	0,20	EN 14105
Laisvo glicerolio kiekis / Free glycerol	% (m/m)	-	0,02	EN 14105 EN 14106
Bendras glicerolio kiekis / Total glycerol	% (m/m)	-	0,25	EN 14105
Vandens kiekis / Water content	% (m/m)	-	0,030	EN ISO 12937
Visuminių teršalų kiekis / Total contamination	mg/kg	-	24	EN 12662-2
Sulfatinių pelenų kiekis / Sulfated ash content	% (m/m)	-	0,02	ISO 3987
Sieros kiekis / Sulfur content	mg/kg	-	10,0	EN ISO 20846 EN ISO 20884 EN ISO 13032
I-os grupės metalų kiekis (Na + K) / Group I metals (Na + K)	mg/kg	-	5,0	EN 14108 EN 14109 EN 14538
II-os grupės metalų kiekis (Ca + Mg) / Group II metals (Ca + Mg)	mg/kg	-	5,0	EN 14538
Fosforo kiekis / Phosphorus content	mg/kg	-	4,0	EN 14107 EN 16294
Drumstimosi temperatūra / Cloud point	°C	-	-5	EN ISO 3015 EN ISO 22995
Filtro blokavimo tendencija (FBT) / Filter Blocking Tendency (FBT)	-		2,5	IP 387 (B)
Mikrobiologinis užterštumas / Microbiological contamination	bakterijų kolonijų skaičius/l kuro / Bacterial Colony	-	< 4000	IP 613

	Count (CFU/L)			
--	---------------	--	--	--

* — All test methods referred to in this European Standard include a precision statement according to the EN ISO 4259 series. In cases of dispute, the procedures described in EN ISO 4259-2 series shall be used for resolving the dispute and interpretation of the results based on test method precision.

** — Density may be measured over a range of temperatures from 20 °C to 60 °C.

*** — If CFPP is -20 °C or lower, the viscosity measured at -20 °C shall not exceed 48 mm²/s. In this case, EN ISO 3104 is applicable without the precision data owing to non-Newtonian behavior in a two-phase system

Annex 2
Sample Form of Commercial Agreement

Commercial Agreement No. _____

to the _____ (date)
_____ Purchase Framework Contract No. _____

concluded on _____ in _____ by and between:

AB "ORLEN Lietuva" (company code 166451720), with its registered office at Mažeikių st. 75, Juodeikiai Village, LT-89453 Mažeikiai Distr. Municipality, Lithuania, represented by

_____, acting in accordance with _____,
and _____, acting in accordance with _____,

hereinafter referred to as the Buyer,

and

_____ (company code _____), with its registered office at _____,
represented by _____, acting in accordance with _____,

hereinafter referred to as the Seller,

(hereinafter the Buyer and the Seller individually referred to as a Party, and collectively as the Parties)

Whereas on _____ the Parties concluded Framework Contract No. _____ (hereinafter – the Contract), whereby the Parties have agreed on the general terms of purchase/sale of fatty acid methyl esters and may agree, following the provisions set forth in the Contract, on the terms and conditions of purchase/sale of the specific Product by entering into a relevant Commercial Agreement,

The Parties have concluded the present Commercial Agreement as follows:

1. The Seller hereunder shall sell to the Buyer _____ (_____) metric tons (in vacuum) of the Product _____, payable on bill of lading weight (metric tons) in vacuum.
2. Subject to an additional agreement between the Parties, the Product quantity indicated in Item 1 of the Commercial Agreement may be increased by up to 50 (fifty) %.
3. The Seller shall deliver the Product to the Buyer by vessels on _____ (INCOTERMS 2020) basis [●] one safe port / one safe berth in one/_____ cargo lot of 4400 +/-10% metric tons (in vacuum) each at Buyer's option, **max - 5000 cbm**, during the date range from _____ to _____ ("Loading dated" in case of FOB (INCOTERMS 2020) or "Discharge date" " in case of CIF (INCOTERMS 2020)), both dates inclusive (with an option to extend it by 3 months (i.e. until _____). Discharge/Loading dates are indicative only.
The Buyer will inform the Seller about the extension of the Agreement one month before the end of the basic period (i.e. by).
4. The Seller shall ensure a minimum ____% GHG reduction, based on the RED calculation principles for biofuels and when compared to the fossil fuel comparator as per both the RED and the European Union's Fuel Quality Directive calculation. In case the installation where the Product has been

produced has started operating after October 5th 2015 the Seller guarantees that the GHG savings are higher than ____%.

5. _____ independent laboratory (independent inspector) at loading port is appointed by mutual agreement of the Parties.
6. The preliminary maximum value of the Commercial Agreement shall be equal to _____ USD (excluding VAT).
7. The price for the delivered Product (VAT excl.) shall be calculated per metric ton (in vacuum) as follows:

$$\begin{aligned} A1 &= 100\% Q + S1 + K + T + T1 \\ A2 &= 100\% Q + S2 + K + T + T1 \\ A3 &= 100\% Q + S3 + K + T + T1 \end{aligned}$$

where:

A1 = price of sustainable certified **RME** in USD/ton on DDP delivery place indicated by the **Buyer** conditions.

A2 = price of sustainable certified _____ in USD/ton on DDP delivery place indicated by the **Buyer** conditions.

A3 = price of sustainable certified **Product** _____ in USD/ton on DDP delivery place indicated by the **Buyer** conditions.

Q = the arithmetic average (in USD/t) of the low quotations of 'FAME – 10 (RED) FOB ARA' published by Platt's 'Biofuelscan' under the heading 'Northwest Europe' for the delivery decade (1-10, 11-20, or 21-30/31).

S1 = fixed premium of _____ USD/t for **RME**, including the costs of injection (dosage) and delivery of additives to the **Buyer**.

S2 = fixed premium of _____ USD/t for _____, including the costs of injection (dosage) and delivery of additives to the **Buyer**.

S3 = fixed premium of _____ USD/t for _____, including the costs of injection (dosage) and delivery of additives to the **Buyer**.

K = cost of package of FAME additives in USD/t:

K = _____ USD/t, if the **Product** CFPP is -10 °C;

K = _____ USD/t, if the **Product** CFPP is -15 °C;

K = _____ USD/t, if the **Product** CFPP is -26 °C;

T = cost of delivery _____ USD/t in case of CIF (INCOTERMS 2020) basis [●];

T = cost of delivery _____ USD/t in case of FOB (INCOTERMS 2020) basis [●].

The final price per one metric ton (in vacuum) of the Product shall be rounded to two decimal places.

The Product price shall include all and any costs of the Seller as well as all taxes and/or charges associated with the Product sale and delivery to the Buyer.

7. The below provisional quantities shall be delivered by the Seller to the Buyer within the period of: _____ – _____.

Months	January	February	March	April	May	June	July	August	September	October	November	December
Product type												
Quantity, t												

8. The Buyer shall make the payment in accordance with the terms and procedure established in the Contract by effecting bank transfer within _____ (_____) calendar days from the receipt of a duly issued VAT invoice. VAT invoice for executed deliveries will be issued after the delivery month, within the time limit stemming from applicable provisions of law.
9. For other matters not regulated by this Commercial Agreement, the provisions of the Contract shall apply.
10. If the Buyer exercises 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 that part of the Commercial Agreement which remains not fulfilled at the time of withdrawal.
11. In case of any conflict between the provisions of this Commercial Agreement and the provisions of the Contract (including its Annexes), the provisions of this Commercial Agreement shall apply.
12. The present Commercial Agreement has been concluded in two counterparts of equal legal effect, one for each of the Parties.

BUYER:

AB "ORLEN Lietuva"

Mažeikių st. 75, Juodeikiai Village,
LT-89453 Mažeikiai Distr. Municipality, Lithuania
Company code: 166451720
VAT number: LT664517219
Tel.: +370 443 92827
Bank details:
IBAN: (USD): LT532140030000099185
IBAN: (EUR): LT902140030000099198
Bank: Luminor Bank AS Lithuanian Branch,
Konstitucijos Ave. 21A, LT-03601 Vilnius, Lithuania.
SWIFT: AGBLLT2X.

SELLER:

BUYER'S REPRESENTATIVES:

SELLER'S REPRESENTATIVES:

Annex 3**Information note regarding AB "ORLEN Lietuva" information disclosure requirements****Inside information disclosure:**

ORLEN S.A., being a parent entity of AB "ORLEN Lietuva" (hereinafter, the Company), is 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 with changes (MAR Regulation).

Accordingly, in applying provisions of MAR Regulation, both Parties hereto agree as follows:

1. The Company informs the other party to the agreement about the intention of publishing the information related to the agreement if such information is recognized as an inside information within the meaning of MAR Regulation.
2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party to the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.