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Attachment no. 1R. Policy on the Prevention of Corruption and Fraud in the ORLEN Capital Group

POLICY on the Prevention of Corruption and Fraud in the ORLEN Capital Group

The Policy for the prevention of corruption and fraud in the ORLEN Capital Group was introduced on 14 July 2022.

Objectives of the Policy:

- the establishment of uniform and consistent rules of conduct for companies from the ORLEN Group, aimed at reducing the risk of corruption and fraud in the course of pursued business activity, especially in relations with public administration representatives and trading partners.
- the determination of measures and responsibilities in companies from the ORLEN Group, the implementation of which leads to the reduction of the risk of corruption and fraud,
- the improvement of awareness of employees, external representatives, and stakeholders of companies from the ORLEN Group to the extent of adopted ethical standards.

ORLEN S.A., as a reliable business entity and business partner that operates in a responsible and transparent manner, which gains its competitive advantage solely due to the quality, price and innovative characters of offered products and services, declares and expects a zero-tolerance approach to any symptoms and cases of corruption and fraud, while also promoting pursuit of activities based on ethical values and compliance with the law and market standards regulating issues related to the prevention of corruption and fraud, on all markets on which companies from the ORLEN Group, their branches and agencies operate.

The Policy for the Prevention of Corruption and Fraud in the ORLEN Capital Group (hereinafter: "Policy") was established in order to ensure a fair and transparent model of business activities conducted by the ORLEN Group that guarantees trust, security of economic trade, free competition and value for all stakeholders of the ORLEN Group.

The Policy supplements the provisions laid down in the *Code of Ethics of the ORLEN Capital Group*, especially as regards building awareness and determining rules of conduct aimed at reducing the risk of corruption and fraud.

Subject to the requirements of local legal regulations regarding the prevention of corruption and fraud, the requirements of this Policy apply to all employees of companies from the ORLEN Group, regardless of the form of cooperation and position held, and to all other stakeholders of companies from the ORLEN Group, especially entities acting on behalf of companies from the ORLEN Group.

Prohibited behaviours:

It is prohibited to commit **bribery**, understood as demanding, accepting, or promising a financial or personal benefit and granting or promising to grant a financial or personal benefit in return for abusing power or failing to discharge obligations, which may cause a financial loss to a company from the ORLEN Group or which constitutes an act of unfair competition or an unacceptable preferential act to the benefit of a buyer or recipient of goods, a service, or benefit. The above does not apply to accepting and giving permitted gifts, in accordance with the rules specified in the Gift Policy.

It is prohibited to commit **corruption**, understood as granting or promising a financial or personal benefit to a person performing a public function. It is also prohibited to take actions aimed at soliciting a person who performs a public function to infringe legal provisions or grant or promise to grant the said person a material or personal benefit for breaching the law. The above does not apply to accepting and giving permitted gifts, in accordance with the rules specified in the Gift Policy.



It is prohibited to commit **influence peddling in business activity** understood as invoking the influence and position in ORLEN Group companies or causing another person to think that such influence exists or reinforcing such thought and undertaking to act as an intermediary to arrange any matter in return for a financial or personal benefit or a promise thereof.

It is prohibited to commit **influence peddling in public administration**, understood as granting or promising to grant a financial or personal benefit in return for acting as an intermediary in arranging a matter in a state institution, local and regional government institution, international or national organisation, or in a foreign organisational unit managing public funds, consisting in unlawful exertion of influence on a decision, action, or omission to act by a person performing a public function, in connection with the performance of that function.

It is prohibited to commit **tender interference** in order to obtain a financial or personal benefit, prevent or hinder a tender or procurement procedure, or enter into an arrangement with another person acting to the detriment of the owner of property or a person or institution for whom the tender or procurement procedure is conducted. It is also prohibited, in connection with a tender or procurement procedure, to disseminate information or conceal significant circumstances of importance to the conclusion of a contract being the subject of a tender or procurement procedure or to enter into an arrangement with another person acting to the detriment of the owner of property or a person or an institution for whom a tender or procurement procedure is conducted.

It is prohibited to commit **sports corruption**, understood as demanding, accepting or promising a financial or personal benefit and granting or promising to grant a financial or personal benefit in return for unfair behaviour that may affect the result or conduct of sports competitions organised by a sports federation or an entity operating on the basis of an agreement concluded with that federation, or an entity operating under its authorisation.

It is prohibited to **keep inaccurate financial documentation**, understood as material damage caused to a company from the ORLEN Group by not keeping records of business activity or keeping inaccurate or false records, especially by destroying, deleting, hiding, or falsifying documents concerning business activities pursued by companies from the ORLEN Group.

It is prohibited to **act to the detriment of resources** of a company from the ORLEN Group, understood as theft, misappropriation, destruction, or any use of resources of companies from the ORLEN Group that is contrary to the provisions of law, internal regulations, or intended use of these resources.

It is prohibited to commit **cronyism and nepotism**, understood as abuse of a held function or mutual support by representatives of the same group, e.g. due to a familial relationship, intimacy or membership in the same political, religious, trade, ethnical organisation, etc. in order to obtain financial or personal benefits, on the basis of acquaintance rather than substantive grounds specified in the regulations in force in companies from the ORLEN Group.

It is prohibited to **make contributions to political parties**, understood as payment made by companies from the ORLEN Group to domestic or foreign political parties or movements, or supporters thereof, regardless of their form.

It is prohibited to **exert pressure or influence** meaning that the actions of companies from the ORLEN Group related to sponsorships, barter and donations cannot take the form of exerting pressure or influence on the decision-making process of the beneficiary.

It is prohibited to take any other actions prohibited by generally applicable laws, including but not limited to scams, document forgery, perjury.

Actions of an entity aimed at the performance of provisions laid down in this Policy cannot give rise to negative consequences from a company from the ORLEN Group, if as a result of conduct compliant with the Policy the said entity failed, in particular, to acquire or retain a customer, sell a product or service, achieve an objective or otherwise create economic or reputational gain for the ORLEN Group.

ORLEN S.A. makes use of control mechanisms in its business processes

Control mechanisms are used in all business processes in which the risk of corruption and fraud has been identified.



Agreements with trading partners shall include an **anti-corruption clause** that includes, inter alia, anti-corruption standards applicable to each of the parties to the agreement and information on methods for reporting breaches of law in connection with the conclusion and performance of the agreement adopted by the parties to that agreement.

The trading partner selection process, contents of the agreement and its amendment must be documented in electronic form, in available information technology systems of the company from the ORLEN Group, to the extent ensuring the documentation of the course of the assessment and decision-making process.

ORLEN S.A. enables the **reporting of breaches of law** and the protection of individuals reporting these breaches against retaliatory actions. At least one channel for reporting breaches of law must ensure the ability to submit the report anonymously and the confidentiality of data identifying the individual reporting a breach in cases where reports are not submitted anonymously, in accordance with a separate internal regulation.

Management staff and persons participating in business processes that lead to the selection of a trading partner in ORLEN S.A. are under an obligation to submit statements on legal or factual connections that may raise justified doubts as to their impartiality, in accordance with the rules laid down in the **Conflict of Interest Management Policy** or other internal regulations.

The giving and acceptance of gifts in ORLEN S.A. is permitted on terms and conditions specified in the **Gift Policy**.

The Control and Security Area of ORLEN S.A. shall implement business objectives of ORLEN S.A. and the entire ORLEN Group, cooperates with law enforcement authorities, and ensures the security of companies from the ORLEN Group to the extent of preventing and identifying corruption and fraud, and assesses the compliance of actions taken by employees with the applicable laws and internal regulations.

This Policy shall apply accordingly in companies from the ORLEN Group registered abroad, to the extent compliant with legal requirements of the country of registration and international law.



Attachment no. 2R. Policy for accepting and giving gifts in the ORLEN Capital Group

POLICY

FOR ACCEPTING AND GIVING GIFTG IN THE ORLEN CAPITAL GROUP

The gift policy sets out the standards applicable in the ORLEN Capital Group companies regarding the acceptance and giving of gifts.

Main Assumptions of the Gift Acceptance and Giving Policy in the ORLEN Capital Group

1. The rules apply to employees of the ORLEN Capital Group companies, understood as persons employed under an employment contract, regardless of the working time specified in the employment contract, natural persons providing services or performing work under civil law contracts as part of ongoing, regular cooperation, including Members of the Management Board of ORLEN S.A. and Members of the Management Boards of ORLEN Capital Group companies as well as external representatives of the ORLEN Capital Group companies.
2. Gifts may be considered income, and therefore are subject to income tax. In exceptional situations, income arising from receiving a gift may be exempt from taxation.
3. When making a decision regarding the acceptance or giving of a gift, the following principles should be observed:
 - Principle of honest intentions of the giver: the circumstances, the act of giving and the nature of the gift are solely intended to build or strengthen business relationships or to show courtesy; the giving of a gift must not be intended to influence the recipient and their objectivity in making business decisions, nor should the proposal to give a gift occur at a time when the recipient is involved in a decision-making process from which the giver or a related person may benefit.
 - Principle of legality: the type of gift and the circumstances of its giving must not violate good customs, or national, foreign or international legal provisions.
 - Principle of proportionality: the individual value of a gift is within the acceptable limit and complies with the standards adopted in a given case; the gift is given occasionally and is related to a specific event; giving the gift must not impose any obligation on the recipient or create such an impression.
 - Principle of transparency: it is prohibited to accept gifts which, in the recipient's perception, may cause embarrassment due to their value or a sense of obligation to reciprocate the gesture, or the desire to conceal the fact of receiving such gifts from a supervisor or colleagues.

4. Obtaining a permission to Give/Accept a Gift

The acceptance or giving of a gift with an individual value exceeding PLN 200 gross requires the consent of a supervisor or a person supervising the activities performed by persons providing services under civil law contracts, as well as registration in the Register of Benefits.

5. Permitted Gifts

- a) It is permitted to accept and give gifts in connection with promotion or advertising, provided that this is done in accordance with the rules set out in the Gift Policy.



- b) Invitations to entertainment events, understood as sporting events, theatrical performances, concerts or other cultural or scientific events sponsored/partnered by ORLEN S.A./an ORLEN Capital Group company, are permitted.
- c) Promotional gifts such as pens, notebooks, calendars, and other small items are allowed, provided where possible they bear the logo of ORLEN S.A./an ORLEN Capital Group company or, as appropriate, the logo of the contractor.
- d) Gifts with a value exceeding PLN 200 are subject to registration in the Register of Benefits.

6. Prohibited Gifts

- a) It is not permitted to accept or give gifts that meet at least one of the following conditions:
 - i. The acceptance or giving of the gift is contrary to the law applicable in the country of registration of the ORLEN Capital Group company or in which the ORLEN Capital Group company operates, internal organisational acts in force in the ORLEN Capital Group companies, including the Code of Ethics of the ORLEN Capital Group or the relevant regulation at the contractor;
 - ii. The gift is in the form of cash or a cash equivalent, such as gift vouchers, loans, shares, stocks, other securities, etc., except for fleet cards, fuel cards and similar products fostering consumer loyalty;
 - iii. The gift is inappropriate for ethical reasons;
 - iv. The acceptance/giving of the gift would take place at a time when a decision-making process involving the recipient or the giver is taking place.
 - b) It is not permissible to accept/give a gift in relations with a Polish or foreign public official, except for promotional gifts such as pens, notebooks, calendars, or other small items, provided, where possible, they bear the logo of ORLEN S.A./an ORLEN Capital Group company or, as appropriate, the logo of the contractor.
 - c) It is not permissible to give alcoholic beverages.
7. In the case of accepting or giving gifts outside Poland, the provisions of this Gift Policy regarding tax regulations apply only to the extent that Polish tax law is applicable.
8. For tax purposes, the giver should provide the recipient with information about the value of the gift along with the gift.



Attachment no. 3a Bioethanol Quality Requirements and Test Methods – Specification for ORLEN S.A. (Płock, supplies for ether installations and gasoline blending)

a. Normative, Formal and Legal Reference

The **Seller** guarantees that the **Product** meets the requirements under the following Polish legislation and applicable norms:

- The Act of 25th August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2024, item 20 as amended);
- The Regulation of the Minister of Climate and Environment of 9 August 2021 on the quality requirements for biocomponents, quality testing methods for biocomponents and the method of biocomponents sampling (Journal of Laws of 2021, item 1707);
- PN-EN 15376 “Automotive Fuels. Ethanol as a Blending Component for Petrol. Requirements and Test Methods”.

b. Product Specification

Quality requirements for undenatured bioethanol*

Properties	Unit	Scope		Testing method
		minimum	maximum	
Alcoholic strength at 20 °C	% (V/V)	99.7		PN-A-79528-3
Content of ethanol and higher saturated alcohols	% (m/m)	99.5		EN 15721 ¹⁾
Content of higher saturated (C3-C5) mono-alcohols	% (m/m)		0.7	EN 15721 ¹⁾
Methanol content	% (m/m)		0.2	EN 15721 ¹⁾
Water content	% (m/m)		0.300	EN 15489 EN 15692
Total acidity (expressed as acetic acid content)	% (m/m)		0.007	EN 15491
Electrical conductivity	µS/cm		2.5	EN 15938
Appearance		clear and colourless		EN 15769
Content of inorganic chlorides	mg/kg		1.5	EN 15492
Sulphate contents	mg/kg		3.0	EN 15492
Copper content	mg/kg		0.100	EN 15488 EN 15837
Phosphorus content	mg/l		0.15	EN 15487 EN 15837
Content of non-volatile substances	mg/100 ml		10	EN 15691
Sulfur content	mg/kg		10.0	EN 15485 EN 15486 EN 15837

* in the case of deliveries for companies of the ORLEN Group, the **Product** quality and denaturing agents shall be the subject of separate arrangements.

¹⁾ The results of this test method refers to the sample containing no water.



Attachment no. 3 b Bioethanol Quality Requirements and Test Methods – Specification for ORLEN S.A. (deliveries for other depots)

a. Normative, Formal and Legal Reference

The **Seller** guarantees that the **Product** meets the requirements under the following Polish legislation and applicable norms:

- The Act of 25th August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2024, item 20 as amended);
- The Regulation of the Minister of Climate and Environment of 9 August 2021 on the quality requirements for biocomponents, quality testing methods for biocomponents and the method of biocomponents sampling (Journal of Laws of 2021, item 1707);
- PN-EN 15376 "Automotive Fuels. Ethanol as a Blending Component for Petrol. Requirements and Test Methods".

b. Product Specification

Quality requirements for undenatured bioethanol*

Properties	Unit	Scope		Testing method
		minimum	maximum	
Alcoholic strength at 20 °C	% (V/V)	99.6		PN-A-79528-3
Content of ethanol and higher saturated alcohols	% (m/m)	98.7		EN 15721 ¹⁾
Content of higher saturated (C3-C5) mono-alcohols	% (m/m)		2.0	EN 15721 ¹⁾
Methanol content	% (m/m)		1.0	EN 15721 ¹⁾
Water content	% (m/m)		0.300	EN 15489 EN 15692
Total acidity (expressed as acetic acid content)	% (m/m)		0.007	EN 15491
Electrical conductivity	µS/cm		2.5	EN 15938
Appearance		clear and colourless		EN 15769
Content of inorganic chlorides	mg/kg		1.5	EN 15492
Sulphate contents	mg/kg		3.0	EN 15492
Copper content	mg/kg		0.100	EN 15488 EN 15837
Phosphorus content	mg/l		0.15	EN 15487 EN 15837
Content of non-volatile substances	mg/100 ml		10	EN 15691
Sulfur content	mg/kg		10.0	EN 15485 EN 15486 EN 15837

* in the case of deliveries for companies of the ORLEN Group, the **Product** quality and denaturing agents shall be the subject of separate arrangements.

¹⁾ The results of this test method refers to the sample containing no water.



Attachment no. 4R. Quality specification ORLEN UNIPETROL

1. Product Specifications A

- Bioethanol quality according to CSN EN 15376 norm:
- Denaturation based on the ordinance No: 141/1997, Annex No: 2, item 1b, to the ACT 353/2003 Coll)
- The Buyer has a right to change requested denaturation. The change of requested denaturation needs to be announced by Buyer at least 30 days before the day of requested day of change and needs to be agreed by both contractual sides by annex of this contract)

2. Product Specifications

1) Fermentative Anhydrous Ethanol undenatured (quality before the denaturation)

Ethanol content + higher saturated alcohols	% wt.	min. 98,7
Water	% wt.	max. 0,3
Higher Mono Alcohols (C3 – C5) content	% wt.	max. 2
Methanol	% wt.	max. 1
Free acids (as acetic acid)	% wt.	max. 0,007
Inorganic chlorine content	mg/kg	max. 1,5
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10
Phosphorus	mg/l	max. 0,15
Residue after evaporation (105° C)	mg/100 ml	max. 10
Appearance	-	clear, colorless, without cloud
Sulphate content	mg/kg	max. 3
Electrical conductivity	µS/cm	max. 2,5

2) General denaturing mixture 1b

Petrol (Benzine)	% vol.	min. 14,3
Petroleum (kerosene)	% vol.	min. 28,6
Solvent. Naptha	% vol.	min. 57,1

3) Fermentative anhydrous ethanol fully denatured by General denaturant mixture 1b

Ethanol + higher saturated alcohols content after denaturation	min. % vol.	98,6
Water content after denaturation	max. % wt.	0,3
Appearance after denaturation	-	clear, colorless
Petrol (Benzine) after denaturation	ml/l	min. 1, max 2
Petroleum (kerosine) after denaturation	ml/l	min. 2, max 3
Solvent. Naphtha after denaturation	ml/l	min. 4, max 6
Copper kontent (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10



1. Product Specification B

- Bioethanol quality according to CSN EN 15376 norm:
- Denaturation according to COMMISSION IMPLEMENTING REGULATION (EU) 2016/1867 of 20 October 2016 amending the Annex to Regulation (EC) No. 3199/93 on the mutual recognition of procedures for the complete denaturing of alcohol for the purposes of exemption from excise duty
- The Buyer has a right to change requested denaturation. The change of requested denaturation needs to be announced by Buyer at least 30 days before the day of requested day of change and needs to be agreed by both contractual sides by annex of this contract)

2. Product Specification

1) Fermentative Anhydrous Ethanol undenatured (quality before the denaturation)

Ethanol content + higher saturated alcohols	% wt.	min. 98,7
Water	% wt.	max. 0,3
Higher Mono Alcohols (C3 – C5) content	% wt.	max. 2
Methanol	% wt.	max. 1
Free acids (as acetic acid)	% wt.	max. 0,007
Inorganic chlorine content	mg/kg	max. 1,5
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10
Phosphorus	mg/l	max. 0,15
Residue after evaporation (105° C)	mg/100 ml	max. 10
Appearance	-	clear, colorless, without cloud
Sulphate content	mg/kg	max. 3,0
Electrical conductivity	µS/cm	max. 2,5

2) Denaturing mixture 1:1:1

Methyl ethyl ketone (butanone) (MEK)	ml/l	min. 10
Isopropyl alcohol (IPA)	ml/l	min. 10
Denatonium benzoate	mg/l	min. 10

3) Fermentative anhydrous ethanol fully denatured by 1:1:1 mixture

Ethanol + higher saturated alcohols content after denaturation	% wt.	min. 96,85
Water content after denaturation	max. % wt.	0,3
Appearance after denaturation	-	clear, colorless
Methyl ethyl ketone (butanone) (MEK)	ml/l	min 10, max 12
Isopropyl alcohol (IPA)	ml/l	min 10, max 12
Denatonium benzoate	mg/l	min 10, max 12
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10



Attachment no. 5R. Quality specification ORLEN LIETUVA

Product regulations and specification for AB "ORLEN

1. Quality

Product delivered under this Contract shall meet the following Quality indicators:

Parametrai / Parameters		Matavimo vienetas / Unit	Verte / Value	Tyrimo metodas / test method
Koncentracija / Ethanol + higher saturated alcohols content	Ne mažiau kaip / No less than	% mases / %wt	98,7	LST EN 15721
Vandens kiekis / * Water content	Ne mažiau kaip / No less than	% mases / %wt	0,300	LST EN 15489; LST EN 15692
Tankis, esant 20 C / * Density at 20 C		kg / m ³	785 - 795	LST EN ISO 12185
Isvaizda ir spalva / Appearance and color			Švarus ir skaidrus / Clean and clear	LST EN ISO 12185
Neorganinių chloridų kiekis / Inorganic chloride content	Ne mažiau kaip / No less than	mg / kg	1,5	LST EN 15484; LST EN 15492
Metilo alkoholis / Methanol content	Ne mažiau kaip / No less than	% mases / %wt	1,0	LST EN 15721
Aukštesniajų sočiųjų (C3-C5) vienhidroksilinių alkoholių kiekis / Higher saturated (C3-C5) mono-alcohols	Ne mažiau kaip / No less than	% mases / %wt	2,0	LST EN 15721
Savitasis elektrinis laidumas / Electrical conductivity	Ne mažiau kaip / No less than	pS/ cm	2,5	LST EN 15938
Rugstingumas (perskaiciuotas į acto rūgštį) / Total acidity (expressed as acetic acid)	Ne mažiau kaip / No less than	% mases / %wt	0,007	LST EN 15491
Benzino turis, denaturavimo formulė Nr. 10 / Gasoline volume, denaturation formula No. 10.			Plius 4l /100l etanolio Plus 4l/100l of ethanol	
Nelakia medžiaga I kiekis / Involatile material content	Ne mažiau kaip / No less than	mg / 100ml	10	LST EN 15691
Sieros kiekis / Sulfur content	Ne mažiau kaip / No less than	mg / kg	10	LST EN 15485 LST EN 15483
Fosforo kiekis / Phosphorous content	Ne mažiau kaip / No less than	mg / l	0,15	LST EN15487 LST EN 15837
Sulfatų kiekis / Sulfate content	Ne mažiau kaip / No less than	mg / kg	3,0	LST EN 15492
Vario kiekis / Copper content	Ne mažiau kaip / No less than	mg / kg	0,100	LST EN 15488 LST EN 15837
*Verte po denaturavimo / result after denaturingap				



Attachment no. 6R Formula Price Bioethanol

Price based on FORMULA (ORLEN, ORLEN UNIPETROL, ORLEN LIETUVA):

$$\mathbf{A = C + D + T + S}$$

A – Price of Goods, DDP Buyer

C – Monthly average from daily low quote of Platt's Barges FOB Rotterdam Ethanol – T2 from month of delivery

D – Fixed premium FCA

T – Transport costs

S – Denaturation cost (OUP, OLT)



Attachment no. 7R Logistics limitation

Logistic limitation for bioethanol deliveries to ORLEN S.A.

Bazy / Depots	Częstotliwość dostaw / Frequency of deliveries	Ilość dla optymalnej jednorazowej dostawy / Quantities for single delivery [m3]	Minimalna ilość dostawy / Minimum quantity of delivery [m3]	Maksymalna ilość dostawy / Maximum quantity of delivery [m3]	Sposób dostawy / Mean of transport	Godziny przyjęć aut/wagonów na terminalach / Opening hours	Preferowane godziny przyjęć w dniu dostawy / Preferred pickup times on the day of delivery	Czas rozładunku wagonów kolejowych / Railway wagon unloading time	Godziny zwrotu póżnych wagonów kolejowych w dniu odbioru / Return times for empty railway wagons on the day of collection
Poland, Mościska (BP no. 101, ul. Estrady 108, 05-080 Izabelin)	codziennie w dni robocze every working day	30-90 (1-3 auta/trucks)	30 (1 auto/truck)	120 (4 auta/trucks)	autocysterna truck	dni powszednie: 7:00-15:00 (inne godziny/ dni przyjęć – tylko po uzgodnieniach pomiędzy Stronami: TP/baza/UC) weekdays: 7:00am - 3:00pm (other hours/ day admissions - only after agreement between the Parties: fuel terminal/ base/ custom)	brak / lack	brak / lack	brak / lack
Poland, Boronów (BP no. 3 ul. Sienkiewicza 12; 42-283 Boronów)	1-2 razy na miesiąc w dni robocze 1-2 times per month	550 - 1000 kolej / rail	220	1000	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	24h	6:00 - 10:00	58 h (dni robocze / w orking days)	18:00 - 20:00
Poland, Koluszki (BP no. 1 ul. Naftowa 1; 97-140 Koluszki)	1-2 razy w miesiącu w dni robocze 1-2 times per month	550 -1250 kolej / rail	220	1250	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	24h	8:00 - 10:00	56 h (dni robocze / w orking days)	18:00 - 20:00
Poland, Nowa Wieś Wielka (BP no. 2 ul. Przemysłowa 1; 86-060 Nowa Wieś Wielka)	codziennie w dni robocze every working day	30-60 (1-2 auta/trucks)	30 (1 auto/truck)	90 (3 auta/trucks)	autocysterna truck	dni powszednie: 6:00-14:00 (inne godziny/ dni przyjęć – tylko po uzgodnieniach pomiędzy Stronami: TP/baza/UC) weekdays: 6:00am - 2:00pm (other hours/ day admissions - only after agreement between the Parties: fuel terminal/ base/ custom)	brak / lack	brak / lack	brak / lack
Poland, Nowa Wieś Wielka (BP no. 2 ul. Przemysłowa 1; 86-060 Nowa Wieś Wielka)	1-4 razy na miesiąc w dni robocze 1-4 times per month	110 - 380 kolej / rail	110	385	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	7:00-18:00 codziennie / every day	7:00 - 9:00	78 h (dni robocze / w orking days)(dni robocze)	15:00 - 17:00
Poland, Rejowiec (BP no. 4; 62-093 Rejowiec Poznański)	1-2 razy na miesiąc w dni robocze 1-2 times per month	550 - 1000 kolej / rail	220	1000	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	7:00-18:00 codziennie / every day	8:00 - 10:00	72 h (dni robocze / w orking days)	10:00 - 12:00
Poland, Ostrów Wielkopolski (TP no. 74, ul Węglowa 1; 63-400 Ostrów Wlkp.)	1-5 razy w miesiącu w dni robocze 1-4 times per month	300 - 340 kolej / rail	110	385	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	24h	8:00 - 10:00	72 h (dni robocze / w orking days)	10:00 - 12:00
Poland, Ostrów Wielkopolski (TP no. 74, ul Węglowa 1; 63-400 Ostrów Wlkp.)	codziennie w dni robocze every working day	30-90 (1-3 auta/trucks)	30 (1 auto/truck)	90 (3 auta/trucks)	autocysterna truck	dni powszednie: 7:00-13.30 (inne godziny/ dni przyjęć – tylko po uzgodnieniach pomiędzy Stronami: TP/baza/UC) weekdays: 7:00am - 2:00pm (other hours/ day admissions - only after agreement between the Parties: fuel terminal/ base/ custom)	brak / lack	brak / lack	brak / lack
Poland, Wrocław (TP no. 111 ul. Swojczycka 44; 51-501 Wrocław)	1-4 razy w miesiącu w dni robocze 1-4 times per month	300-340 kolej / rail	220	385	kolej rail * wagony - preferowane poj. 60m3 i dl. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)	7:00 - 21:00 poniedziałek-sobota	8:00 - 10:00	72 h (dni robocze)	10:00 - 12:00
Poland, Wrocław (TP no. 111 ul. Swojczycka 44; 51-501 Wrocław)	codziennie w dni robocze every working day	30-90 (1-3 auta/trucks)	30 (1 auto/truck)	90 (3 auta/trucks)	autocysterna truck	dni powszednie: 7:00-14.00 (inne godziny/ dni przyjęć – tylko po uzgodnieniach pomiędzy Stronami: TP/baza/UC) weekdays: 7:00am - 2:00pm (other hours/ day admissions - only after agreement between the Parties: fuel terminal/ base/ custom)	brak / lack	brak / lack	brak / lack
Poland, Plock tor 708 (TP no. 01, ul Chemików 7 09-411 Plock)	2-4 razy na miesiąc 2-4 times per month	1000 - 1300 kolej / rail	110	1300	kolej/rail*	24h	10:00 - 12:00	148 h	16:00 - 18:00
Poland, Plock tor 334 (TP no. 01, ul Chemików 7 09-411 Plock)	2-4 razy na miesiąc 2-4 times per month	1000 - 1300 kolej * (maks. 2000 - tylko po uzgodnieniach pomiędzy Stronami) 1000 - 1300 *(max2000 - only after agreement between the Parties)	110	*2000	kolej/rail*	24h	10:00 - 12:00	78 h pociąg / train wolumen / volume 1300	16:00 - 18:00
						24h		126 h pociąg / train wolumen / volume 2000	
Poland, ul Chemików 7 09-411 Plock, wjazd Bramą nr 5	dostawy awaryjne	30-120 (1-4 auta/trucks)	30 (1 auto/truck)	120 (4 auta/trucks)	autocysterna truck	pn-pt - całodobowo, sobota do 18:00, nd od 14:00, przed uruchomieniem dostaw - godziny przyjęć do potwierdzenia	brak / lack	brak / lack	brak / lack
Poland, Trzebinia (TP no. 03 ul. Fabryczna 22, 32-540 Trzebinia)	codziennie w dni robocze every working day	30-90 (1-3 auta/trucks)	30 (1 auto/truck)	90 (3 auta/trucks)	autocysterna truck	7:00-15:00	brak / lack	brak / lack	brak / lack
Poland, Rafineria Gdańska, ul. Elbląska 135, 80-718 Gdańsk	2 - 8 razy w miesiącu 2 or 3 times /month	550-650 kolej / rail	110	2000	kolej* rail	24 h	brak / lack	brak / lack	brak / lack

*kolej - rozładunek- wagony z wahadłem gazowym / railway - unloading - gas shuttle wagons



Logistic limitation for bioethanol deliveries to AB “ORLEN Lietuva” (only autotrucks)

AB „ORLEN Lietuva“	Depots	Frequency of deliveries	Quantities for single delivery	Min Quantity of delivery [m3]	Max Quantity of delivery [m3]	Mean of transport	Opening hours
Juodeikiai	AB „ORLEN Lietuva“, Mažeikių st. 75, Juodeikiai Village, LT – 89453, Mažeikiai Distr., Lithuania. Excise warehouse No: LT0A01470215S	Everyday	26 tonns ~ 33m ³ 1autotruck	1 Autotruck	Up to 15 Autotrucks	Autotruck	24/7
Klaipėda	Burių St. 19, LT – 92276 Klaipėda, Lithuania. Excise warehouse No: LT0A08890366S	Everyday	26 tonns ~ 33m ³	1 Autotruck	About 90m ³	Autotruck	24/7
Kaunas	Biruliškių St. 18A, LT – 52174, Kaunas, Lithuania. Excise warehouse No: LT0A09610409S	Everyday	26 tonns ~ 33m ³	1 Autotruck	Up to 4 auto/day	Autotruck	24/7

Logistic limitation for bioethanol deliveries to ORLEN Unipetrol (only trains)

ORLEN UNIPETROL RPA s.r.o	Depots	Frequency of deliveries	Quantities for single delivery	Min Quantity of delivery [m3]	Max Quantity of delivery [m3]	Mean of transport	Opening hours
Litvínov refinery	ORLEN UNIPETROL RPA s.r.o. For railway bill: Most Nové nádraží Station no.: 54-533794 Anschlussgleis / AGL: UNIPETROL RPA s.r.o. Litvínov / 720847	1 - 6 times /month	Block train Partial delivery	1 RTC	Block train	rail	24h
Kralupy refinery	ORLEN UNIPETROL RPA, s.r.o. Žáluží 1, 436 70 Litvínov For railway bill: Kralupy nad Vltavou Station no.: 54-543967 Anschlussgleis / AGL: Kaučuk základní závod / 620 526	1 - 6 times /month	Block train Partial delivery	2 RTC's	Block train	rail	24h



 TERMINAL GENERAL PARTICULARS			
Terminal Name:	Maritime Transfer Terminal on the Dead Vistula River (TMW)		
Address:	Sztutowaska 40, 80-711 Gdansk, Poland		
Terminal Owner:	ORLEN S.A.		
IMO/ISPS Facility Code:	PLGDN-0095		
Phone:	(48) 58 308 79 55 / 885579940		
Email:	tmw24@orlen.pl		
Radio VHF:	Ch: 19/9/68/18/14 Ship/Shore VHF: TMW1 & TMW2		
Terminal Manager:	(48) 58 308 80 25		
Safety Inspector:	(48) 58 308 80 26		
Technical Inspector:	(48) 58 308 80 26		
Berth General:		Berth Approaches:	
Berth 1 Western / Berth 2 Eastern		Speed of Approach:	0,15 m/s < 6 500 t
Max depth alongside:	6,0 m		0,10 m/s > 6 500 t
Max allowable draft alongside:	5,0m	Vessel Angle in Relation to Berth:	5° for 10 000 t & 130 m
Max AIR Draft:	25,92 m		10° for 5 000 t & 100 m
Max LOA:	105 m	Current:	1,03 m/s
Max BOA:	16,0 m	Max. High of Tide:	0,6 m
MLA height:	18,4 m	Stop Transfer Operation:	Wind ≥ 20 m/s (8°B)
Max height of manifold above water:	9,85 m		Thunderstorm
Arm / Vapour hose size:	8" QCDC / 6"	Arm disconnection:	Wind ≥ 24 m/s (9°B)
Manifold			
Product line: Ø200 mm (8"), hydr. QCDC, ANSI B16.5, 150 lbs			
Vapour line: Ø150 mm (6"), WN-Fiansch, ANSI B16.5, 150 lbs RF			
Port Authority Contacts:		508 998 998	998
Dispatcher RG:	(48) 58 308 81 04	502 508 296	
Harbor Master:	(48) 58 347 38 70 / (48) 58 343 73 71		VHF Ch 14
Pilot Station:	(48) 58 343 02 39 / (48) 58 737 97 69	509 499 358	VHF Ch 14
Tugs:	(48) 58 343 62 30	502 524 091	VHF Ch 14
ISPS Officer:	(48) 58 308 72 27	505 001 461	



Attachment no. 8R Fuel terminals addresses

Lp.	Terminal Paliw/ Fuel Base	Stacja kolejowa/Kod stacji Railway station/Station code	Nr akcyzowy Excise number	Nr składu podatkowego Tax warehouse number
ORLEN SA, street Chemików 7, 09-411 Płock				
1	ORLEN SA Zakład Produkcyjny street Chemików 7 09-411 Płock	Płock Trzepowo ORLEN siding Station code: 032623, track 334/track 708	PL 44200038205	PL 44200039342
2	ORLEN SA Terminal Paliw nr 74 Ostrów Wlkp. street Węglowa 1 63-400 Ostrów Wlkp.	Ostrów Wlkp. Zachodni ORLEN siding Station code: 045906	PL 44200038205	PL 44200048342
3	ORLEN SA Terminal Paliw nr 101 Mościska street Estrady 8 05-080 Izabelin	Truck only deliveries	PL 44200038205	PL 44200044347
4	ORLEN SA Terminal Paliw nr 111 Wrocław street Swojczycka 44 51-501 Wrocław	Wrocław Swojczyce b-ca własna ORLEN Station code: 059279	PL 44200038205	PL 44200043346
5	ORLEN SA Terminal Paliw 03 Trzebinia street Fabryczna 22 32-540 Trzebinia	Truck only deliveries; *gas pendulum required	PL 44200038205	PL 14210007309
PERN SA, street Wyszogrodzka 133, 09-410 Płock				
6	PERN SA Baza Paliw nr 1 Koluszki street Naftowa 1 97-140 Koluszki	Koluszki, PERN own siding Station code:047258	PL 44200003206	PL 44200011341
7	PERN SA.	Nowa Wieś Wielka	PL 44200003206	PL 44200008347



	Baza Paliw nr 2 Nowa Wieś Wielka street Przemysłowa 1 86-060 Nowa Wieś Wielka	PERN own siding Station code:019059		
8	PERN SA Baza Paliw nr 3 Boronów street Sienkiewicza 12 42-283 Boronów	Boronów, PERN own siding Station code: 072066	PL 44200003206	PL 44200004343
9	PERN SA Baza Paliw nr 4 Rejowiec Poznański 62-093 Rejowiec Poznański	Stacja Stawiany PERN own siding Station code: 031260	PL 44200003206	PL 44200009348
Gdansk Refinery				
10	Rafineria Gdańska street Elbląska 135 80-718 Gdańsk	Gdańsk Olszynka Own siding Station code: 007831	PL 32200165203	PL 32200167306



Attachment no. 9R Declaration of not being subject to economic sanctions

1. REPRESENTATIONS OF THE BIDDER

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

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

2. OBLIGATIONS OF THE BIDDER

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

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

(iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform ORLEN S.A. of each such event and of the steps undertaken to restore the correctness of such representations.

2.3 In the event of breach of the obligations set forth in Clause 2.1, ORLEN S.A. shall be entitled to terminate the Agreement due to the fault of the Contractor and to recover any damages related thereto.

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



14R. Personal data protection Clause

INFORMATION CLAUSE

for persons representing the Bidder, designated for contact or cooperating with the Bidder in the conclusion and performance of contracts with ORLEN S.A.

Who is the controller of your personal data?

The controller of your personal data is ORLEN S.A., with its registered office in Płock, ul. Chemików 7. Contact phone numbers: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00.

How can you contact the Data Protection Officer?

You can write to the following e-mail address: daneosobowe@orlen.pl or by post to ORLEN S.A. with the note "Data Protection Officer". More information is available at www.orlen.pl under the "Contact" section.

What data do we process?

Your personal data, provided to ORLEN S.A. by Bidder, an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A., include, depending on the type of cooperation:

- name and surname,
- job title and function,
- business phone number and e-mail address,
- PESEL number (Polish national identification number), or applicable national equivalent (Personal ID),
- information about authorizations and qualifications,
- data required for the legal, financial and sanction assessment of the Bidder.

For what purpose do we process the data?

The data is processed in order to:

- perform contracts with Bidders (e.g. contact, verification of authorizations, qualifications and declarations, issuing powers of attorney, correspondence exchange, proper performance of the contract, control, settlement of the contract, maintaining confidentiality and occupational health and safety),
- pursue and defend claims,
- fulfill legal obligations (e.g. resulting from the Anti-Money Laundering Act, construction law, EU regulations),
- assess the legal, financial and sanction credibility of Bidders in order to protect the economic and legal interests of ORLEN S.A., including ensuring the security of economic transactions and compliance with applicable sanction regulations, as well as by assessing the risk of cooperation. To achieve the above objective, personal data is co-administered by companies belonging to the ORLEN Group. Detailed information on the rules of co-administration is available at www.orlen.pl in the "Personal data" tab.

On what legal basis do we process the data?

- the legitimate interest of ORLEN S.A. (Article 6(1)(f) of the GDPR),
- legal obligations (Article 6(1)(c) of the GDPR).

Who may have access to your data?

The data may be transferred to companies within the ORLEN Group and other cooperating entities, participants in procurement processes, and entities such as IT, courier, security, OHS, legal, advisory, or archiving service providers.

How long do we process the data?

The data is processed for the time necessary to achieve the purposes and fulfill legal obligations. It may be stored longer only if required by law.

What are your rights?

You have the right to:

- access your data,
- rectify, delete or restrict the processing of your data