



REGULATIONS AND PRIVACY POLICY OF THE CONNECT PURCHASING PLATFORM

§1

Subject Matter

These Regulations specify the general terms and conditions for using the CONNECT Purchasing Platform.

§2

Definitions

1. **Administrator of the Bidder Database** - employee of the Service Provider responsible for managing the Database of Bidders, including the verification of Registration Applications.
2. **Controller** - ORLEN S.A. and ORLEN Group Company/other ORLEN Capital Group entity (list of entities is available at: www.orlen.pl/pl/dane-osobowe)
3. **Electronic auction (Auction)** - electronic bidding in the CONNECT System according to criteria defined by the entity posting the request. The rules on conducting Auctions are laid down in the separate regulations.
4. **Database of Bidders** - set of Bidders registered in the CONNECT System, including but not limited to information provided by the Users during the registration process.
5. **Electronic Request (Request)** - functionality of the CONNECT System which allows the Bidder to bid electronically and submit necessary documents as annexes.
6. **ORLEN Corporate Group** - member companies of the ORLEN Group, including ORLEN S.A..
7. **Password** - a string of letters, digits and special characters typed in by the User during the registration process in the CONNECT System, used to secure access to the User Account in the CONNECT System. The password should be compliant with the password security policy of the CONNECT System, provided to the User by e-mail during the registration process.
8. **User Account** - an account assigned individually to each User with a specific set of rights to use the functions of the CONNECT System.
9. **Login** - means an ID of the User registered in the CONNECT System according to these Regulations. Thanks to the Login, the registered User can access the Services available in the CONNECT System. The User Login is unique.
10. **Newsletter** - information sent by e-mail on requests currently posted in the CONNECT System. The Newsletter contains information about Requests in purchase categories selected by the User during the registration process.
11. **Bidder** - means a natural person, legal person or business unit not being a legal person whose legal capacity is granted under the proper act.
12. **Bid** - declaration of will to enter into a contract, made by the Bidder electronically via the Connect System until the specified date in reply to the Electronic Request.
13. **Poster of the Request** - ORLEN Corporate Group. The list of companies which can post requests is available on the CONNECT System home page.

14. **Regulations** - this document, which is a list of user rules for the CONNECT Purchasing Platform and principles on the processing of data of Users and Bidders (Privacy Policy).
15. **Purchasing Platform (CONNECT System)** - Internet application, the CONNECT Purchasing Platform, available at <https://connect.orldn.pl>, in which Auctions are held, requests are posted, commercial bids are submitted, etc.
16. **Service** - a service which allows the submission of Bids for electronic requests in purchasing processes, together with other related functionalities to enable their submission.
17. **Service Provider** - ORLEN Spółka Akcyjna with its registered office in Płock, ul. Chemików 7, 09-411 Płock entered in the National Court Register kept by the District Court, 14th Commercial Division in Warsaw, under no.: 0000028860, Ta Id No. (NIP): 774- 00-01-454, number BDO: 000007103, which is also the holder of the CONNECT Purchasing Platform.
18. **User** - Bidder or representative of the Bidder, with access to the CONNECT System, performing operations in the CONNECT System for the Bidder, that accepted the terms and conditions of these Regulations and has been provided with the access to the Services provided in the CONNECT Purchasing Platform.
19. **Registration Application** - application for the registration of the Bidder and the User in the CONNECT System.

§3

General provisions

1. The Bidder hereby acknowledges and accepts the purchasing procedure carried out through the CONNECT System is conducted in the form of negotiations according to art. 72 of the Civil Code, therefore, the provisions regarding offers, in the definition of art. 66, and regarding auctions and procurements, in the definition of art. 701 - 705 of the Civil Code, shall not apply.
2. Bids made by the Bidder via the CONNECT System must be submitted by persons with sufficient powers to represent the Bidder.
3. Only registered Users with the Login, Password and active UserAccount may participate in Electronic Requests via the CONNECT System.
4. The registration and participation in processes via the CONNECT System are free of charge.
5. The rights to the name of the CONNECT System and contents of Requests in it are reserved and may not be copied, used or shared.

§4

Liability of the Service Provider

1. The Service Provider does not assume liability for damage due to the improper operation of the CONNECT System, if error messages pop up, information is missing, delays occur during operations or data transmission in progress or due to other interruptions which may result from a failure of computer hardware or effect of a computer virus on the part of the User.
2. The Service Provider does not assume liability, if use of the CONNECT System is not possible or hindered due to the User.
3. The Service Provider may temporarily suspend the operation of the CONNECT System to the extent necessary to perform scheduled repairs and to install new versions of the CONNECT

System.

4. The Service Provider does not assume liability for any damage resulting from the User's operation of the CONNECT System against the law or contrary to the provisions contained in these Regulations.
5. The Service Provider reserves the right to take any actions deemed fit to ensure the safety of the Users, including but not limited to block the User Accounts in the event of a failure to follow the Regulations or actions which cause, or might cause, damage to any member company of ORLEN Capital Group. These actions do not require informing the User on causes for blocking the User Account.
6. The Service Provider reserves the right to verify the validity of the data of the Bidders registered in CONNECT and update it based on data available in public records or data provided by entities cooperating with the Service Provider. Regardless of the above right, the User is obliged to immediately update the data of the Bidder or the User.
7. The Service Provider does not assume liability for technical issues or limitations of the User's hardware that may prevent the User from using the CONNECT System.
8. The Service Provider does not assume liability for issues or limitations arising from the poor quality of data transmission connections.
9. The Service Provider does not assume liability for issues related to the Bidder's failure to meet minimum technical requirements described in § 7(3), in particular including the use of a web browser other than the required one.
10. The Service Provider does assume liability for damages resulting from operations of third parties claiming to be a Bidder.
11. The Service Provider does not provide a history of previous bids.
12. The Service Provider does not assume liability for damages resulting from the participation in the Electronic Request or eAuction by a third party claiming to be a Bidder, particularly when the third party's participation results from the loss, theft or the Bidder's (un)intentional provision of the information required for accessing the CONNECT System, including the Login and Password. The Bidder is responsible for the actions of such persons as for his/her own.

§5 Liability of the User

1. In order to correctly register to the CONNECT System, the User is obliged to read these Regulations and confirm that he/she has read these Regulations, accept all their provisions and undertake to comply with them.
2. The User is obliged not to share his/her Login and Password with third parties. The User assumes full responsibility for securing this data against the access of unauthorised third parties.
3. The User is responsible for operations on his/her account, i.e. upon logging in to the CONNECT System using Login and Password assigned to the user (regardless of a person currently logged in).

§6

Liability of the Bidder

1. The User or the Bidder is not allowed to submit unsolicited advertisements via the CONNECT System.
2. It is not acceptable to post content prohibited by the law or violate know-how, personal rights, rules of fair competition and trade secrets, by the User or the Bidder, in the CONNECT System.

§7

Conditions for using the CONNECT System, including hardware and software requirements

1. Only the registered Users having the Login and Password may use the CONNECT System.
2. The User is considered registered when he/she has submitted the registration form published on the website according to the guidelines, especially when he/she:
 - has filled in all the required fields marked
 - declares that he/she is read the content of the Regulations and accepts their provisions.
3. Minimum technical requirements:
 - a) PC with Microsoft Windows 10/Windows 11 operating system installed;
 - b) Edge, Chrome or Firefox browser with Java support, encryption strength: 128bit, browsers' versions supported by the manufacturer;
 - c) In the case of Electronic Auction, a computer with Microsoft Windows 10 operating system Chrome or Edge browser, FireFox in versions supported by the manufacturer. Other operating systems (including. Linux, iOS, etc.) and browsers (including. Opera, Safari, Maxthon, etc.) than the above. The use of other operating systems, browsers and/or operating systems and browsers not supported by the service provider may result in irregularities and errors in the operation of the CONNECT System;
 - d) Internet connection: at least 512 kb/s per PC (a broadband Internet connection is recommended).

§8

Registration

1. To register in the CONNECT System, the User fills in the registration form, available on the CONNECT System website (<https://connect.orldn.pl>) and submits it electronically to the Service Provider by selecting the proper function in the Registration form.
2. To correctly fill in the registration form, the following rules must be followed:
 - a) The User should fill in all the obligatory fields of the registration form:
 - a. regarding the Bidder's data: full company name, business type, prefix, NIP (or another country-specific TAX ID number), address (street, place, country), telephone number and e-mail address of the Bidder.
 - b. regarding User's data: name, business e-mail address, function and business telephone number.
 - b) Information entered into the Registration form should be true, namely, to be compliant with the information contained in:
 - for Polish companies: the National Court Register or Central Registration and Information on Business,

- in other cases: the country-specific document to confirm the credibility of the Bidder's registration data.

The User is responsible for the authenticity of the information he/she types into the Registration form.

c) Through the Registration form, the User should make statement that he/she has read the Regulations and that he/she accepts their provisions.

3. Every Registration form is subject to the verification by the Service Provider.
4. Upon the successful verification of the Registration form, a temporary password is sent to the User's e-mail address. The User is obliged to reset the password the first time he/she has logged in. The Password should be compliant with the password security policy implemented in the CONNECT System, i.e. it should have 8 characters at a minimum, including one lowercase letter, one uppercase letter and one special character (such as ! \$ &, etc.).
5. When the new Password is set, the User is granted access to the Account of the User and the Bidder in the CONNECT System.
6. The Registration form may be rejected by the Service Provider, if:
 - a. a specific User has already been registered in the CONNECT System, or
 - b. during registration the User provides in the Registration form incorrect or incomplete data on the Bidder, or
 - c. the domain of the User's e-mail address is different than that used by the Bidder, or
 - d. the User tries to register to the e-mail address already used for this purpose.
7. In the event of the situation referred to in section 6 above, the Service Provider informs the User about this fact and the necessity to submit the Registration form again.
8. The User is obliged to make every effort to maintain confidentiality and not to share his/her Password with third parties. If the User suspects that an unauthorised person knows the Password, he/she is obliged to immediately notify the Service Provider of the fact by available means of communication, as specified in § 11(1). If the password is change, a new password cannot be the same as one of two last passwords.
9. Multiple User Accounts may not be created for one Bidder if the e-mail addresses are not in the Bidder's company domain.
10. If the Bidder and the User changes his/her Tax ID Number [NIP], he/she must register again. Tax ID Number [NIP] is not subject to a change.

§9

Cancellation and blocking of User/Bidder Accounts

1. The User or the Bidder is responsible for immediate informing the Service Provider about the necessity of blocking the particular User Account in the event of cessation of running activity, suspension of activity, change of legal form of the conducted activity, loss of authorisation, change of job, dismissal or other form of loss of authorisation to use the User's Account. The information should be sent via the available channels of communication described in § 10(1).
2. The Service Provider provides all Users within the CONNECT System with the functionality of closing the account.
3. Regardless of the provisions specified in § 9(1), the Service Provider has the right to block:

- a) Accounts of Users:
 - who have not logged in to the CONNECT System for a period of 1 year without informing the User of the reasons for the blocking.
- b) of Bidders:
 - who do not have DUNS,
 - whose activity run by the Bidder is closed,
 - whose business, legal or financial history may have adverse effects on ORLEN S.A.
4. Blocking the User's Account prevents this User from viewing the existing offers. The blocking of the Bidder prevents all Users assigned to this Bidder from viewing the existing offers.
5. Each User who has granted consent to receive the Newsletter at the User Account registration stage may withdraw the consent to receive the Newsletter after logging in to his/her User Account or through available communication channels described in § 10(1).
6. The notification about the User's cancellation of his/her Account should be sent by the User to the Service Provider via the available channels of communication described in § 10(1).

§10

Contact and technical support as regards the operation of the CONNECT System

1. The Service Provider is responsible for technical support regarding the operation of the CONNECT System. Technical support is provided via the following channels of communication:
 - a) The contact form in the "Contact" tab at <https://connect.orien.pl>.
 - b) The hotline is available in multiple languages; the telephone numbers are available in the "Contact" tab at <https://connect.orien.pl>.
 - c) The application form for logged-in Users can be found in the footer of the website <https://connect.orien.pl> under the "Report" link.
2. If the User does not remember his/her password, he/she can get a password reminder or change the password by choosing the option "Remind password" on the login screen of the CONNECT System.
3. In the "Help" tab on the CONNECT System website, the Bidder and the User can find the manual for the CONNECT System.

§11

Complaints

1. Complaints may be filed due to the improper provision of, or failure to provide, the Services by the Provider, which Services are subject of these Regulations.
2. Each complaint should immediately be sent via available channels of communication described in § 10(1)(a)(c).
3. Each complaint regarding the improper provision of or failure to provide the Service must contain: a subject, a description of the circumstances to verify it and reference of the Bidder and User, particularly information allowing for handling complaints and providing explanations.
4. The Service Provider considers complaints within 14 working days, beginning from the effective filing date.

§12
IT security

1. The User is obliged to ensure that the computer from which he/she plans on accessing the CONNECT System throughout the period he/she is to use the system:
 - a) has an operating system with all available updates installed,
 - b) is protected with a password created with good practices,
 - c) has up-to-date and active anti-virus software,
 - d) has active firewall protections,
 - e) has active screen saver blocked with a password activated automatically no longer than after 10 minutes of a user's inactivity;

§ 13
The language of the Regulations

1. If the Service Provider provides the User the translation of the Regulations in other language versions, the User acknowledges that these translations are for information purposes only. With regard to the User's relations with the Service Provider shall apply the Regulations in Polish language version.
2. If there is any contradiction between what the Polish language version of the Regulations says and what the translations say, then the Polish language version shall take precedence.

§14
Final provisions and modification of the Regulations

1. The Regulations apply from the date of being posted at the website of the CONNECT System.
2. The Regulations may be subject to change. Each User and Bidder will be informed that the Regulations are to be changed two weeks before any changes are applied by the Service Provider posting a message on the CONNECT System home page about changes to the Regulations and by e-mail at the address specified by the User/Bidder during the registration process. If the Bidder does not accept the changes applied to the Regulations, each User may opt out of using the CONNECT Purchasing Platform in the above mentioned period via the functionality of closing the account or via the available channels of communication described in § 10 (1). If the User does not submit a resignation statement of using the CONNECT ORLEN Group Purchasing Platform in the above mentioned period, it shall mean accepting the new wording of the Regulations.
3. The Regulations are available at <https://connect.orldn.pl>. The User's/Bidder's refusal to accept these Regulations is means his/her resignation from the use of the CONNECT System and the loss of opportunity to log in to the User's Account.
4. In matters not provided for in these Regulations, the applicable provisions of the Polish law, particularly of the Civil Code, apply.
5. The Service Provider reserves the right to post advertising content on the website <https://connect.orldn.pl> in forms used in the Internet.

PRIVACY POLICY

Administrator of the Bidder Database and owner of the Connect Purchasing Platform (hereinafter: "CONNECT System") is ORLEN S.A., based in Płock, ul. Chemików 7, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register at KRS: 0000028860, Tax ID Number [NIP]: 774-00-01-454, BDO: 000007103, share capital/paid-in capital: PLN 1.451.177.561,25, phone contact to ORLEN: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00, (hereinafter: "ORLEN S.A." or "Service Provider").

ORLEN S.A. takes care to protect the privacy of Users and Bidders during the use of the Connect Purchasing Platform. This privacy policy contains basic information about the processing of personal data and the use of cookies in the CONNECT System.

I. COOKIES AND PRIVACY PROTECTIONS RULES

What are cookies?

In order to adjust the content to the needs of the Users of the CONNECT System, website www.connect.orklen.pl uses cookies. Cookies are recorded in your web browser. When your web browser receives a cookie, it sends it back to the server as additional Information each time you access the CONNECT System website. Server creates an own cookie file for each User. Based on cookies, we can identify Users of our CONNECT System and thus send them the requested information. Only when cookies are active, you can use all functions at <https://connect.orklen.pl/>.

How to disable cookies in a web browser?

Information on how to disable cookies in specific web browsers may be found at:

- Mozilla Firefox: <https://support.mozilla.org/kb/block-websites-storing-cookies-site-data-firefox>
- Internet Explorer: <https://support.microsoft.com/help/17442/windows-internet-explorer-delete-manage-cookies>
- Chrome: <https://support.google.com/chrome/answer/95647>

For what purposes are cookies used?

Cookies store information that the CONNECT System may need to adapt to its use by the Users. Storing cookies on the Users' computers is necessary to maintain the User's session (after logging in), therefore the User does not have to enter his User name and Password (log in) on each subsequent page.

CONNECT System cookies are not harmful to the User or to the computer and data used, so we recommend that you do not disable them in your browser. ORLEN S.A. is not responsible for the content of cookies sent by other websites to which links may be placed on the Server's website.

How to use a Login and Password?

The User is obliged to keep his/her Login and Password confidential. It is recommended to use a strong

password that is difficult for third parties to guess. To register an account in the Connect System, use a valid user e-mail address. Once the registration is completed, the change of e-mail address is only possible by registering a request to change personal data. ORLEN S.A. applies technical and organisational measures to best protect the personal data collected against unauthorised access or misuse by unauthorised persons. The technical means used are modernized as technology, needs, as well as available security measures develop - for these efforts to be effective, the User must also take care of the security of his/ her data.

II. RULES OF PERSONAL DATA PROCESSING AND PROTECTION

How do we process personal data of the Users and the Bidders* under the Connect Purchasing Platform?

ORLEN S.A., headquartered in Płock, Chemików 7, and an ORLEN Group Company/other entity of the ORLEN Capital Group (list of entities is available at: www.orlen.pl/pl/dane-osobowe) inform that they are the Controllers of the User's and the Bidder's* personal data.

The Controllers have designated a common point of contact through which you can contact them on all matters relating to the processing of personal data and the exercise of rights related to data processing by writing to the email address: daneosobowe.sgk@orlen.pl and to the address of the registered office of ORLEN S.A., with the annotation "Data Protection Inspector", or by calling the telephone number: +48 24 256 00 00.

What are the purposes to process the personal data of the User and the Bidder?

Personal data of the User/Bidder is processed for the following purposes:

- a. account registration in the CONNECT System,
- b. conclusion and performance of the agreement on provision of the Service by the Controller,
- c. sending invitations to submit bids in active purchase and sale procedures (Newsletter),
- d. acceptance of bids in purchase and sale procedures,
- e. conducting purchase procedures,
- f. conducting purchase and sale auctions,
- g. actions to conclude and perform the agreement based on submitted bids,
- h. analysis of bids in current and future purchase processes,
- i. verification of correctness and validity of particular Bidders registered in the CONNECT System,
- j. verification of credibility of the Bidders, Users, persons related to the Bidder, including the analysis of business history, legal and financial situation of the Bidders in order to protect economic and legal interests of the Controller,
- k. care for protection of ORLEN SA. against misuse and irregularities regarding anti- corruption,
- l. handling complaints, contact with regard to the Service provided and cooperation evaluation,
- m. handling, investigation and defense in case of mutual claims,
- n. adjusting the content of the CONNECT System,
- o. marketing of products or own services of Controller.,
- p. fulfil legal obligations of each of the Controllers, including in particular the obligations of the obliged institution under the Act of 1 March 2018 on prevention of money-laundering and terrorist

financing ("AML Act").

- q. detection and prevention of fraud,
- r. preventing conflicts of interest in business processes,
- s. ensure high ethical standards,
- t. statistics and improvements of the Service of ORLEN S.A.,
- u. technical support with regard to the functionality of the "CONNECT Purchasing Platform" system, including the provision of system maintenance services.
- v. analysis of purchasing data (including data regarding orders, contracts, invoices and other data contained in systems) in order to achieve a synergy effect as part of segment management in the ORLEN Capital Group in the Area of the Executive Director for Purchasing,
- w. internal and external audits, including services established to protect state security,
- x. segment management in the ORLEN Capital Group in the Purchasing Area.

What is the legal basis for processing of personal data?

The legal basis for processing of personal data by the Controller is:

- a. taking actions prior to conclusion of the agreement, performance of the agreement on provision of the Service, the User is a party to (Article 6(1)(b)),
- b. taking actions prior to conclusion of the agreement, performance of the agreement based on the submitted Bid, the Bidder is or will be a party to (Article 6(1)(b)),
- c. User's consent (Article 6(1)(a)) - to send invitations to submit bids in active purchase and sales procedures (Newsletter),
- d. to fulfil legal obligations (pursuant to Article 6(1)(c)) related to the payment of taxes, including the maintenance and keeping of tax records and documents related to the maintenance of tax records and the keeping of accounting evidence to ensure safety of each of the Controllers against abuses and irregularities with regard to anti-corruption, fulfilling the obligation as an Obligated Institution. The legal basis for data processing are the legal obligations arising from tax regulations (Tax Ordinance, Value Added Tax Act, Corporate Income Tax Act) and accounting regulations (Accounting Act), the Act on the liability of collective entities for acts prohibited under penalty, the Act on prevention of money-laundering and terrorist financing.
- e. legitimate interest of each of the Controllers (pursuant to Article 6(1)(f) of the GDPR) in order to adjust the content of the CONNECT System to the needs of the User, ensure the security of the Service, as well as its continuous improvement, operation, correct and effective performance of the agreement concluded between the Bidder and ORLEN S.A., to handle, investigate and defend in the event of mutual claims, handle complaints, market own products, verify the correctness and completeness of data, maintain high ethical standards, ensure due diligence in business processes, detect and prevent abuse, verify reliability of the Bidders.

How long will the personal data of the User and the Bidder be stored?

Data of the User and the Bidder will be processed for the period in which:

- a. Services will be provided by the Controller for the User and the Bidder,
- b. the User and the Bidder has an active account,

- c. Provisions of the submitted bid apply or the Bidder concludes an agreement with the Controller based on the submitted bid,

and after the completion of the Service, account closure or expiration of the Bid or termination of the agreement concluded under the Bid however, not longer than processing is necessary to establish or pursue claims or to defend against claims, and after that period, only if and to the extent required by law.

If the User's personal data is processed on the basis of his/ her consent to send the Newsletter, the data will be processed until consent withdrawal. Withdrawal of consent does not result in the discontinuation of the processing of personal data for which there are other legal grounds.

In the case of data processing on the basis of the Controller's legitimate interest - e.g. for security reasons, detection of abuse, verification of the Bidders' reliability, marketing of own products or services of Controller, statistics, - the data is processed for the period allowing implementation of this interest or making effective objections to data processing.

Requirement to provide data

Providing the data of the User and the Bidder is necessary in order to perform and provide the Service by the Controller. In the event of failure to provide this data, the Service cannot be provided.

Processing of the data for other purposes, i.e. adjusting the content of the CONNECT System to the user's interests, statistics measurement and improvement of the services under the CONNECT System is necessary to ensure high quality of services. Failure to collect personal data may prevent from correct provisions of services.

Personal data of the User and the Bidder is obtained directly from the User or the Bidder. Moreover, the Controller may collect data of the Bidders from public registers (Central Register of Business Information CEIDG, National Court Register, etc.) and websites of the Bidders or entities involved in collecting, compiling and providing business information in a digital form in order to complete/update or verify data.

To which recipients will the personal data of the Users and Bidders be transferred?

Personal data of the Users and Bidders may be transferred to entities cooperating with the Controller (recipients), in particular to entities providing invoicing services, settlement of receivables, service of correspondence and shipments, legal services, debt collection, archiving, development and provision of business information, IT service providers, ORLEN CG companies, marketing agencies - whereby such entities process data pursuant to an agreement with the controller.

What are the rights related to the processing of data of the User and the Bidder?

The User and the Bidder have rights with regard to the processing of personal data:

- the right to access personal data,
- the right to rectify personal data,
- the right to delete data (in specific situations),
- the right to object to the processing of personal data in cases where we process personal data on the basis of our legitimate interest,

- the right to restrict processing of personal data,
- the right to lodge a complaint with the data protection Officer authority.

If data is processed under the Service provided (the data is necessary for the provision of the service) you may additionally exercise the right to transfer your personal data, i.e. to receive data from the controller, in a structured, commonly used machine-readable format. It is possible to transfer personal data to another personal data controller.

To exercise the above rights, please contact the controller or the Data Protection Officer. Contact details are specified above.

III. FINAL PROVISIONS

Services and functions in the CONNECT System may be extended. This means, i. a. that in the future the Controller may introduce changes in this document. Platform Users and Bidders will be informed of changes by e-mail to the address provided during registration. Any possible changes to the Privacy Policy do not affect the basic principle: the Controller does not share or transfer any personal data held within the CONNECT System's personal database to third parties against the law, this document is of informative nature.

*applies to the Bidder being a natural person running the business activity, including a partner in a partnership.