

Gdańsk,20.....

Covenant to maintain confidentiality

made by: with its registered office in
....., NIP (Tax Identification Number),
REGON (Statistical Number)

hereinafter referred to as the **Party obliged to maintain confidentiality**.

In connection with giving access to information for which there is an obligation to
maintain confidentiality, information being subject to
.....

the **Party obliged to maintain the confidentiality** makes a statement to the
following effect:

The **Party obliged to maintain the confidentiality**:

1. shall undertake to observe the highest diligence in keeping secret of all and any **Confidential Information** (understood as any technical, technological, economic, financial, commercial, legal, organisational and other information) received or obtained regardless of their form or nature from **Grupa LOTOS S.A.** (including the employees of **Grupa LOTOS S.A.**) or its advisors, consultants as well as all other participants in the procedure and persons taking part in the procedure regarding the choice of the contractor or their advisors or consultants.
2. states that he bears full and unlimited responsibility for the damage caused by disclosure of **Confidential Information**, in particular damage following from supplying or making available data to other entities and unauthorised personnel and for failure to secure **Confidential Information** properly, which will allow or may potentially allow other entities and unauthorised personnel access to that information.
3. shall accept that copying, recording any **Confidential Information** on information carriers is permitted only under the consent of **Grupa LOTOS S.A.**
4. shall undertake to maintain **Confidential Information** irrevocably and for the period of years. The obligation to maintain **Confidential Information** shall expire only with regard to that information in the public domain or that becomes public as a result of circumstances which do not constitute a violation of the provisions of this Covenant by any of the party obliged to maintain the confidentiality and if absolutely required by applicable regulations of the Polish law in the scope following from these regulations. In the latter

case the **Party obliged to maintain the confidentiality** undertakes to immediately notify **Grupa LOTOS S.A.** of such obligation to disclose information and shall take all legally permissible steps to minimize the scope of the disclosure.

5. shall undertake that upon written demand of **Grupa LOTOS S.A.** expressed at any time he shall be obliged within 7 days in accordance with the demand of **Grupa LOTOS S.A.** to return all carriers on which **Confidential Information** has been recorded or to remove that information in a manner preventing its reconstruction without retaining any of their copies or reproductions. Within the same deadline the **Party obliged to maintain the confidentiality** shall be obliged to produce a written statement of proper execution of the obligation specified in the preceding sentence.

In case of violation of the above provisions in the scope of maintaining the confidentiality the **Party obliged to maintain confidentiality** shall pay Grupa LOTOS S.A. an agreed fine in the amount of PLN (say:.....) for each violation of the provisions of this Covenant. This fine shall not exclude the possibility of claiming additional compensation under general rules.

All relations arising from this Covenant shall be subject to Polish law. The competent court in disputes shall be the court competent for the registered office of Grupa LOTOS S.A.

The **Party obliged to maintain the confidentiality** shall be responsible for the violation of the above provisions by persons to whom the information was made available by the **Party obliged to maintain the confidentiality** as if it were his own violation.

The content of this Covenant shall be confidential in its nature.

Party obliged to maintain confidentiality