

**Confidentiality Declaration**

of.....

hereinafter referred to as “**Declaration**”, made in Gdańsk:

to **Grupa LOTOS S.A.** with its registered main office in Gdańsk (80-718) at ul. Elbląska 135, entered into the National Court Registry maintained by the District Court Gdańsk – Północ in Gdańsk, 7th Economic Department with the number KRS 0000106150, company capital 184,873,362.00 zlotys (fully paid), Tax ID (NIP) 583-000-09-60, REGON 190541636, BDO 000019759, hereinafter referred to as “**Grupa LOTOS**”,

by:

.....  
represented by:

- 1. ....,
- 2. ....,

hereinafter referred to as “**Obligor**”,  
referred to hereinafter in the Declaration jointly as “**Parties**” or separately as a “**Party**”.

**WHEREAS:**

Taking into account the type and scope of services offered by the **Obligor**, Grupa LOTOS deems it required to maintain confidentiality of all information received, acquired or obtained by the **Obligor** in relation to ....., hereinafter referred to as “**Project**”.

**The Obligor** hereby makes the following declaration:

**§ 1**

- 1. The Obligor shall be obliged to maintain strict confidentiality of all information pertaining to Grupa LOTOS (hereinafter referred to as “**Information**”), in particular technical, technological, economic, financial, commercial, legal, organisational, know-how information, including information comprising trade secrets of Grupa LOTOS, regardless of their form of expression and the fact or method used to record the information on any tangible media, acquired, received or obtained within or in relation to the Project. The Obligor hereby acknowledges the fact that Grupa LOTOS undertook actions and implemented organisational solutions preventing unauthorised disclosure of information and limits the access of unauthorised persons to Information.
- 2. The obligation specified in p. 1 above applies to all Information, regardless of whether the Obligor obtained it directly from Grupa LOTOS or via its sub-contractors or third parties acting on behalf of Grupa LOTOS, or from its sub-contractors or third parties acting on behalf of Grupa LOTOS, or whether it obtained the Information without participation of any third parties.
- 3. The Obligor may disclose Information within the required scope to its subsidiaries or dominating companies, professional advisors or auditors, under the condition of informing Grupa LOTOS about the intention to disclose information in advance, and under the condition that such entities shall be obliged in writing to maintain confidentiality of Information according to analogous rules or rules protecting the interest of Grupa LOTOS at least to the extent resulting from this Declaration.

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4. The Obligor may disclose the Information on request of the relevant state authorities or authorised entities executing their legal obligations. The Obligor shall immediately notify Grupa LOTOS about each and every case of Information disclosure according to the previous sentence, unless such notification is contradicting the effective legal regulations.
  5. In cases other than those specified in p. 3 and 4, the Obligor may disclose information only after a prior, written (under the pain of nullity) approval of Grupa LOTOS.
  6. The Obligor shall be obliged not to use Information for purposes other than diligent execution of obligations within the Project, taking into account p. 3-5. In particular, the Obligor shall have the right to copy or record Information only for purposes of executing the Project. Information copying or recording, in any form or on any media, for other purposes requires a prior, written (under the pain of nullity) approval of Grupa LOTOS.
  7. The Obligor shall be obliged not to obtain Information without the knowledge or approval of Grupa LOTOS. The above stipulation shall apply, in particular, to information comprising trade secrets of the company, required to execute the Project and includes, in particular, a prohibition to obtain information via unauthorised access, seizure, copying of documents, items, materials, substances, electronic files containing such information or enabling applying for their contents.
  8. The Obligor hereby declares that according to rules stipulated for in currently effective legal regulations or in this Declaration, it shall be liable for damage caused by unlawful or contradictory to this Declaration disclosure of, use of or obtaining Information, in particular resulting from disclosure or providing access to Information to unauthorised entities or for lack of appropriate protection of Information against access of unauthorised entities.

## § 2

1. In order to meet the obligations specified in § 1, the Obligor shall be obliged, in particular:
  - 1) to oblige, in a documented form, all persons directly involved in execution of the Project or have access to Information, to maintain confidentiality and ensure their observance of stipulations of this Declaration, as well as to undertake all other steps required to ensure that none of the persons receiving Information related to Grupa LOTOS does not use or disclose such Information or its source, in its entirety or partially, to third parties.
  - 2) to disclose Information only to staff of the Obligor, sub-contractors of the Obligor or to other entities, such a disclosure to whom shall be justified and only within the scope within which the recipient of the Information should access such information for purposes related to execution of obligations covered by this Declaration or included in Project execution,
  - 3) not to copy, multiply or otherwise distribute any Information or a part thereof, excluding situations in which such an action required for purposes strictly related to the subject of cooperation between the Obligor and Grupa LOTOS, wherein in such situations all such copies or reproduced items shall comprise a property of Grupa LOTOS and shall be subjected to the same confidentiality protection rules as the Information,
  - 4) to ensure safe transmission mode for the received Information, without access of unauthorised persons, at least using rules applied to own confidential information,
  - 5) to inform Grupa LOTOS about any and all cases of unauthorised disclosure, unauthorised access or loss of the Information and to undertake any and all actions required to minimise the scope of violation and damage potentially resulting from such an event. The information indicated in the previous sentence should be providing in writing immediately, however, not later than within 3 working days after such an event. Notwithstanding the above, the information regarding the event should be provided immediately via e-mail or using another telecommunication method.
2. The requirements listed in p. 1 shall not apply to any Information or a part thereof related to Grupa LOTOS, which:

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- a) has been published, known and officially and publicly disclosed without a violation of obligations included in this Declaration; in particular, according to the strictly effective legal regulations;
  - b) has been disclosed to the Obligor by a third party which held such Information legally and had the right to disclose the Information;
  - c) has been obtained or created independently by the Obligor without a violation of any of the obligations resulting from this Declaration or of any effective regulation;
  - d) were in possession of the Obligor before disclosure within the cooperation between the Obligor and Grupa LOTOS, and the Obligor obtained or received such information without a confidentiality obligation;
  - e) has been disclosed by Grupa LOTOS or by the Obligor, with a written (under the pain of nullity) approval of Grupa LOTOS.
3. The burden of proving the circumstances indicated in p. 2 or in § 1 p. 3-5 shall remain with the Obligor.
  4. On a written request of Grupa LOTOS, which may be made at any time, both during the period of obligations included in this Declaration and after such obligations lose their binding power, the Obligor shall provide Grupa LOTOS with information about disclosures of the Information and about entities it provided with Information.
  5. On a written request of Grupa LOTOS, which may be made at any time, as well as after the obligations included in this Declaration lose their binding power, the Obligor shall return to Grupa LOTOS all documents, materials, their copies, reproductions, publications containing Information and media such items are recorded on or shall permanently delete such items, within 7 days after the request. The Obligor shall have the right, however, to retain one copy for archiving and documentation purposes, if retaining such a copy is an act justified according to currently effective legal regulation or internal procedures of the Obligor and the Obligor shall not be obliged to delete data automatically recorded as a part of backup copy creation, under the condition of providing adequate security of such data. Within the same deadline, the Obligor shall make a written declaration to Grupa LOTOS about a diligent execution of its obligation specified in this paragraph.
  6. In regards to information obligations applicable to public companies as understood according to the Regulation of the European Parliament and of the Council (EU) No. 596/2014 of 16th April 2014 on market abuse (Regulation on market abuse) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Directive of the Commission 2003/124/EC, 2003/125/EC and 2004/72/EC (hereinafter „MAR Regulation”), the Obligor shall be obliged not to disclose and not to use confidential information as understood according to art. 7 of MAR Regulation, related to Grupa LOTOS or to companies of Grupa LOTOS Capital Group, under the pain of sanctions provided for in generally effective legal regulations. If the Obligor receives such information, it shall be required to inform the Investor Relations Office of Grupa LOTOS about this fact immediately, at the e-mail address: ir@grupalotos.pl. At the same time, on request of Grupa LOTOS, the Obligor shall provide a list of persons with access to confidential information and a written confirmation of knowledge of obligations and sanctions according to art. 18 of the MAR Regulation by said persons.

### § 3

1. In order to avoid doubts, the Obligor hereby acknowledges that it shall not have the right to request Grupa LOTOS to disclose any Information, and the decision regarding such a disclosure shall always remain at the sole disposal of Grupa LOTOS.
2. Grupa LOTOS shall hold all rights to Information in the relationship between the Obligor and Grupa LOTOS, unless the Parties agreed upon otherwise in the agreement regulating their mutual cooperation. In particular, this Declaration does not transfer and does not authorise the Obligor to obtain or use any intellectual property rights of Grupa LOTOS made available in the form of Information.

### § 4

1. In the case of violation of obligations included in this Declaration, the Obligor shall pay Grupa LOTOS a contractual penalty of ..... (in words: .....) PLN for each such violation, wherein the total contractual penalty shall not exceed ..... (in words:.....) PLN for all such violations.
2. Contractual penalties reserved in the Declaration shall be payable on the first request, within 7 days after the delivery of a penalty payment request to the Obligor. In order to avoid doubt, the Obligor hereby confirms that it shall also acknowledge a debit note as a payment request.
3. Penalties indicated in p. 1 does not exclude the option of Grupa LOTOS to claim compensation in excess of the reserved amount of contractual penalties according to generally effective regulations.
4. Notwithstanding the above, if a violation of any stipulation of the Declaration by the Obligor is found, Grupa LOTOS may withhold provision of any Information to the Obligor, revoke its approval for use of already provided Information or to request immediate return or permanent deletion of all provided Information and its media.
5. Violation of obligations included in the Declaration shall also comprise the basis for termination or withdrawal from the legal relationship established between the Obligor and Grupa LOTOS in relation to the Project, with the Obligor at default, regardless of stipulations regulating such a legal relationship.
6. The Obligor shall be liable for violations of stipulations included in the Declaration by persons the Information has been provided to by or through the Obligor as for its own violations.

#### **§ 5**

The contents of this Declaration shall be considered confidential and as such are included in the Information and covered by rules specified in the Declaration.

#### **§ 6**

1. Stipulations of the Declaration shall be effective from ..... for a period of .....years.
2. Notwithstanding the above, end of the effective period of obligations included in this Declaration shall not be understood as a waiver of Information protection by Grupa LOTOS, and the Obligor shall be obliged to maintain due diligence in order to avoid any damage to Grupa LOTOS potentially caused by Information disclosure also after the Declaration loses its binding power. In particular, at the end of the effective period of stipulations of the Declaration, trade secrets of Grupa LOTOS shall be protected until the end of their confidentiality period or until the loss of economic value of the given information included in trade secrets of the company.

#### **§ 7**

1. For the purpose of execution of this Declaration, the Parties as independent data administrators shall make personal data of their representatives indicated in the Declaration and of other persons related to execution of the Declaration mutually available, depending on the needs resulting from stipulations of this Declaration, including the following data categories: identification data (i.e. name, surname, position), contact data (i.e. company e-mail address, company telephone number, work location).
2. The Parties shall be obliged to inform persons listed in point 1 about the need to transfer their data as required for the purpose of Declaration execution, thus meeting the information obligation on behalf of the other Party, including information regarding the purpose and scope of data provision, as well as about the source of the obtained personal data, not later than one month after acquisition of personal data or during the first communication with the affected person.
3. Each of the Parties shall be obliged to secure personal data by undertaking required technical and organisational measures required according to effective legal regulations related to personal data protection, and shall be responsible for damage related to personal data processing.
4. According to art. 4 and p. 7 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as "GDPR"), the administrator of personal data

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- provided to Grupa LOTOS for the purpose of entering and execution of the Declaration is Grupa LOTOS S.A. with its registered main office at: ul. Elbląska 135, 80-718 Gdańsk,
5. Grupa LOTOS designated a personal data Inspector, who can be contacted via the e-mail address: iod@grupalotos.pl or in writing, at the following address: Grupa LOTOS S.A. ul. Elbląska 135 80-718 Gdańsk with a note „Inspektor ochrony danych”/”Data Protection Inspector”.
  6. The collected personal data shall be processed for purposes related to entering and execution of the Declaration, its handling and potential claims or defending claims related to the Declaration.
  7. The legal basis for processing of personal data of the other Party by Grupa LOTOS for the aforementioned purposes includes:
    - a) undertaking activities aimed at Declaration entering and execution according to art. 6 (1b) of GDPR,
    - b) legally justified interest of Grupa LOTOS according to art. 6 (1f) of GDPR, including:
      - execution of Declaration of the other Party,
      - archiving as execution of a legally justified interest comprising protection of information for the legal need of proving facts, as well as for the purpose of any examination, raising of or defence against any claims.
  8. Personal data received from the other Party may be transferred to the following categories of recipients:
    - a) entities processing personal data on the order of Grupa LOTOS, including i.e. operators of IT systems used for the purpose of Declaration execution, providing accounting, archiving services and servicing,
    - b) entities providing services to the given Party, including courier delivery and postal service companies (in relation to the required notifications sent as specified in the Declaration), legal, financial advisers and auditors of the Parties (in relation to the provision of advisory services during signing, execution and enforcement of claims resulting from the Declaration),wherein such entities process data according to contracts entered into with Grupa LOTOS and only according to its instructions. Data may also be provided to entities authorised by law, including tax agencies and authorities.
  9. Data shall be processed throughout the period of Declaration execution and afterwards, for a period of time related to expiry of claims related to the Declaration and for a period of time reserved in effective legal regulations.
  10. Each of the persons, personal data of whom are made available by and between the Parties in relation to signing and execution of the Declaration, shall have the right to access their data and to correct, remove, limit processing of such data and to raise objections based on reasons related to their special circumstances, if Grupa LOTOS processes data on the basis of its legally justified interests. Such an objection may be expressed at any time, to the electronic mail address iod@grupalotos.pl or in writing, to the address of Grupa LOTOS S.A. ul. Elbląska 135, 80-718 Gdańsk with a note „Data protection inspector”.
  11. Each and every person shall also have the right to report a complaint to the President of the Personal Data Protection Agency (at the address of Personal Data Protection Agency, ul. Stawki 2, 00-193 Warsaw).
  12. Provision of personal data in order to make and execute the Declaration according to art. 6 (1b) GDPR is voluntary, however, a refusal to provide such data may render execution of the Declaration impossible.
  13. Personal data shall not be profiled and used in automated decision making.

## § 8

1. All changes or amendments of this Declaration may be made and implemented in a written form, under the pain of nullity.
2. This Declaration, as well as all contractual and other rights and obligations resulting from or related to this Declaration shall be governed by Polish law, excluding law collision standards applicable to the selection of the relevant legal framework.

- 3. *This Declaration was submitted in Polish and English versions. In the case of any discrepancies between the versions, the Polish language version shall be considered binding.*
- 4. The Parties shall attempt to settle all disputes resulting from execution of stipulations of this Declaration amicably. If a dispute cannot be settled amicably, it shall be settled by a common law court holding jurisdiction at the location of the main office of Grupa LOTOS.

**§ 9**

This Declaration has been prepared in two identical copies.

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**Obligor**

Accepted on ..... by Grupa LOTOS, represented by:

- 1. ....
- 2. ....

.....  
(signature)

.....  
(signature)