

GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR PROVISION OF SERVICES FOR LOTOS PETROBALTIC S.A.

1. SCOPE

- (a) These General Terms and Conditions of Contracts (hereinafter referred to as “GCC”) shall apply to Orders for provision of services, orders for commissioned work, execution of construction works within the meaning of Article 647 of the Civil Code, as well as lease of moveable property for LOTOS Petrobaltic S.A. with its registered office in Gdańsk, or another company belonging to LOTOS Petrobaltic S.A. Capital Group (hereinafter referred to as “LPB” or the “Ordering Party”).
- (b) These GCC shall apply to all Contractors. Different terms and conditions from those set forth in GCC, proposed by Contractors, shall require LPB's prior written approval in each case. Different terms and conditions shall be binding solely with reference to a specific order and shall in no case be treated by Contractor as applicable to any other orders placed by LPB. In the event of a conflict between these GCC and differing conditions agreed by the Parties, provisions of such different conditions agreed for the specific Order, shall prevail.
- (c) All agreements and documents related to the Order must include the Order number assigned by LPB. This number should be specified, in particular, in all correspondence, on the delivery notice, invoice, in the delivery receipt (WZ), in a document confirming the execution of the Order execution, etc.

2. DEFINITIONS

- (a) The “Contractor” shall mean, respectively, a service provider, accepting an order, contractor for construction works.
- (b) The “Order” shall mean, respectively, an order for provision of services, performance of works, commissioning of work or a lease of moveable property. Provisions of these GCC concerning an Order for provision of services shall apply to contracts for commissioned works, contracts for construction works within the meaning of Art. 647 of the Civil Code and lease of moveable property.
- (c) The “Technical Documentation” shall mean all the documents necessary for the performance of work in accordance with the Order, in particular construction design documentation, detailed design documentation, drawings and specifications, and as-built documentation.
- (d) The “Order Value” shall mean the maximum unguaranteed net remuneration specified in the Order. If the Order does not indicate the maximum unguaranteed net remuneration, the Order Value shall be equal to the total net lump sum remuneration, and if any other remuneration components have been specified - the total amount of all of the Contractor's net remuneration components indicated in the Order. If the Order Value is expressed in a foreign currency, its amount in PLN shall be determined according to the average exchange rate of the National Bank of Poland applicable to this Foreign Currency on the last day of the month preceding the month of conclusion of the Order.
- (e) “Foreign currency” shall mean the currency of the remuneration indicated in the Order, other than PLN, provided that the foreign currency is one of the currencies commonly exchanged on the territory of the Republic of Poland.

3. THE CONTRACTOR'S DECLARATIONS

- (a) The Contractor declares that it is not undergoing bankruptcy or liquidation, no compensation or restructuring proceedings have been initiated against the Contractor and there are no grounds for an application for a bankruptcy declaration against it, for opening a liquidation or a restructuring proceedings, its operation is not managed by a committee or a judicial administrator, its business

activity has not been suspended and there are no proceedings against the Contractor related to the aforementioned legal titles.

- (b) The Contractor declares that it has no delayed civil-legal dues, including tax payments, social insurance fees or premiums or has obtained the appropriate, legally available exemption, deference or instalment payment decision and has no overdue obligations towards its suppliers, employees and subcontractors.
- (c) The Contractor declares that neither the Contractor nor its management have been convicted for any crimes related to their business or professional activity or fiscal offences or making false statements, or for abuse of their qualifications in order to enter an Order for service, within the last five years preceding the effective date of Order and that no decision prohibiting business activity, applying for an order or holding managerial position has been issued against them.
- (d) The Contractor declares that both the Contractor and its employees and subcontractors have the knowledge, skills, potential and all authorizations required by law necessary for proper performance of the Order.
- (e) The Contractor declares that the documentation submitted as part of Order execution is free from legal defects, and shall be obliged to hold material and legal responsibility for consequences of violation of rights of third parties related to the delivered documentation.
- (f) The Contractor declares that it is aware of the purpose of execution of the Order. The Contractor is obliged to contact LPB in order to make necessary arrangements and obtain agreements on specific solutions with regard to the accepted purpose of the executed Order. LPB undertakes to cooperate with the Contractor to the extent necessary for proper performance of the Order. In the event of doubt, the obligation of specific cooperation shall be deemed to be incumbent upon LPB to the extent that the Contractor has requested it in a written notice in which it has specified the reasonable subject matter of the required cooperation and set a deadline by which it expects the cooperation to be performed.
- (g) The Contractor declares that in the case of state regulated business activity, covered by the obligation to obtain permits, concessions, etc., it conducts its activities in accordance with the conditions set forth in generally applicable laws and in the content of the obtained permits, and that there are no grounds for the loss of such permits.
- (h) The Contractor, being a legal entity, declares that competent authorities have granted the necessary approvals to enter into the Order.

4. SUBCONTRACTING

- (a) If the Contractor intends to subcontract the entire Order or part of it to third parties, the Contractor must obtain a prior written approval of LPB under the pain of nullity. The same applies respectively to changes of subcontractors in the process of the Order execution and to further subcontracting. In the case of subcontractors to whom Art. 647(1) of the Civil Code applies, the Contractor shall additionally submit to LPB, in good time before commencing the construction Works ("Works"), a draft agreement with the subcontractor (further subcontractor), together with a part of the documentation concerning the Works performed by the subcontractor (further subcontractor). If LPB fails to submit a written objection to the performance of the Works by the subcontractor within 30 days from submission of the draft agreement concluded with the subcontractor (further subcontractor) referred to in the preceding sentence, it shall be deemed that LPB has agreed to entrust the Works to the subcontractor in question. The Contractor's notification referred to in the third sentence is not required if LPB and the Contractor have established in the written Order the detailed scope of the Works performed by that subcontractor.
- (b) The Contractor guarantees that its subcontractors will fully comply with the provisions of the Order that apply to the part of the Order executed by them. The Contractor shall bear full responsibility for the acts or omissions of direct and indirect subcontractors and shall be responsible for their actions and omissions as for its own actions and omissions.

- (c) The Contractor shall bear full responsibility for damages made due to faults of the materials supplied by its suppliers and sub-suppliers for the needs of the Order execution.
- (d) The Contractor shall be fully liable for payment of the remuneration due to subcontractors and shall pay all the payments due to subcontractors in a timely manner. The Contractor's failure to comply with the obligation referred to in this point shall be deemed a breach of the terms and conditions of the Order by the Contractor.
- (e) If the subject matter of the Order are Works:
 - i) the Contractor shall attach to the last invoice, and in case of works performed in stages - to the invoices for the given stage of works, statements of all subcontractors who the Contractor employed for performance of the Order that the Contractor is in no arrears in payments due to them for the performance of the Works described in the Order. If the Contractor did not use subcontractors to perform Works described in the Order, then the Contractor shall be obliged to attach its own statement to the invoice, saying that the Works covered by the Order were performed by the Contractor on its own. The date of delivery of these statements may be deemed, if the remaining requirements resulting from the Order or the GCC are fulfilled, as the starting date for the term of payment to be made by LPB to the benefit of the Contractor on the basis of the invoice issued by the Contractor. The above establishment of the due date shall not be considered by the Contractor as a delay in the payment or as improper performance of the Order by LPB. The Contractor shall not be entitled to claim interest within this scope.
 - ii) Upon LPB's request, the Contractor shall immediately sent a current list of subcontractors and the status of financial settlements with them, including at least information on the remuneration paid and due as well as the terms of payment and a breakout of payments into: payments due; payments invoiced, but not yet due; and payments to be invoiced by the subcontractor.
 - iii) A claim for payment of remuneration or parts thereof submitted to LPB by a subcontractor pursuant to Art. 647(1) § 5 of the Civil Code, caused by the failure of the obliged entity to pay the remuneration due to the subcontractor, may cause LPB to withhold payments to the Contractor in the amount equal to the amount indicated in the subcontractor's claim, provided that the Contractor has been notified in advance, until the justification of the subcontractor's claim is fully clarified. LPB is also entitled to the above-mentioned right if LPB receives other information concerning non-payment of remuneration due to a subcontractor.
 - iv) The withholding of payment in the cases referred to above shall not be considered as a delay in payment or improper performance of the Order by LPB. The Contractor will not be entitled to claim interest in this respect.
 - v) If, in the cases referred to above in letter (e) items i) - iii), the amount of the remuneration due to a subcontractor, that has become payable and has not been paid yet, is determined, and after giving the Contractor an opportunity to express its opinion, LPB shall be entitled to, but not obliged to, pay the remuneration due to the subcontractor directly to the subcontractor on the basis of documents submitted by it. The payment of remuneration to the subcontractor shall automatically reduce the total remuneration due to the Contractor for the completion of the Order. If the remuneration is paid to the Contractor in instalments, the reduction shall apply to those parts of the remuneration that are yet to be paid to the Contractor at the dates nearest to the scheduled date of payment of remuneration to the subcontractor, until the amount of the reduction is fully covered. If necessary, the Contractor shall issue corrective invoices confirming the reduction of remuneration.
 - vi) If LPB pays the remuneration due to a subcontractor, the Contractor shall be obliged, without receiving a separate notice, to return to LPB the amount paid by LPB to the subcontractors (further subcontractors) together with any interest due, calculated from the date of its payment to the date of the payment made by the Contractor, unless the remuneration due to the Contractor is reduced accordingly before such payment is made to the subcontractor in accordance with the provisions of letter (e) v) above.

- (f) The Contractor is obliged to inform LPB about any disputes with the subcontractors (further subcontractors) and any other circumstances, which may result in a claim against LPB.
- (g) If any of the subcontractors (further subcontractors) make a claim against LPB, the Contractor - at LPB's request - shall take part, at its own cost, in proceedings necessary to protect the rights and interests of LPB against liability towards the subcontractor (further subcontractor). If the Contractor pays remuneration to the subcontractor or further subcontractor; the Contractor, subcontractor or further subcontractor shall not be entitled to the right of recourse against LPB. The Contractor shall be obliged to pay the complete amount of the debt resulting from LPB's recourse claims, including, in particular, court costs and enforcement costs.
- (h) If the Contractor in an Order for Works is a consortium, each of the consortium members shall be jointly liable towards LPB for obligations of other members of the consortium towards subcontractors that have been fulfilled by LPB.
- (i) The above provisions shall not apply to further subcontractors of construction works, unless otherwise provided.

5. ORDER EXECUTION

- (a) The Contractor shall perform the Order in accordance with its provisions, in particular the Technical Documentation, using proven engineering practices and in compliance with applicable legal regulations, relevant technical standards and the principles of modern technical knowledge and according to the Contractor's best experience.
- (b) To the extent required by the Order, Technical Documentation shall be provided by LPB, unless otherwise specified in the Order. The Contractor shall be responsible for the preparation of all workshop drawings necessary for the performance of the works assigned to the Contractor, subject to prior agreement with LPB and submission of as-built documentation.
- (c) The Contractor shall be responsible for notifying LPB's representative in writing on defects found or on incomplete information found in the Technical Documentation relating to the Order.
- (d) The Contractor shall provide on its own and at its own expense all services, materials, equipment and devices necessary for the proper performance of the Order.
- (e) The Order should be executed entirely at once, unless the Order provides otherwise. Execution of the Order in stages after the date of conclusion of the Order requires amendment to the Order to be made in the form of an annex which shall be null and void unless made in writing.
- (f) If the Order involves transport of goods, the Contractor is obliged to pack the goods in a manner appropriate for the properties of the goods and the means of transport used, also to provide loading and unloading equipment, unless other requirements are specified in the Order. The packaging must be legibly and permanently marked with LPB's name and address, the Order number assigned by LPB, and symbols indicating the handling of the shipment according to forwarding and transport standards. Each item inside the packaging should be marked in a way that ensures its full traceability. If the transported item has been packed in more than one package, the Contractor shall attach a detailed specification to each package, and a collective specification to the shipping documents.
- (g) The marking of electrical and electric equipment and, if justified by the size or function of the equipment, packaging of such goods, shall conform to Waste Electrical and Electronic Regulations.
- (h) In the case of atypical, hazardous, oversized, etc. goods, the items, etc., the Parties shall agree upon conditions regarding packaging, marking, delivery notification and acceptance of such items.
- (i) If proper performance of the Order requires transportation of goods, the Contractor shall ensure transport to and from the place indicated by LPB at its own expense and risk.

- (j) The following documents should be delivered together with the performance of the Order (irrespective of the documents used in settlements between the parties, sent by post by the Contractor): invoice or a delivery receipt (WZ) other documents as required by law effective in Poland and in the European Union or specified in the Order (e.g. technical documentation, quality control certificates, material certificates, EX certificates, material attestations, certificates of analyses, tests and approvals, product certificates and quality certificates, valid product characteristics sheets, residence certificate, etc.).
- (k) The Contractor shall be obliged to keep copies of issued approvals for equipment / appliances used for a period of 2 years, and decommissioned equipment / appliances until the end of the year in which the decommissioning occurs. During the period indicated above, the Contractor shall be obliged to make attestations available whenever requested by LPB.
- (l) The Contractor shall provide loading and unloading of items, as well as of all the materials, equipment and devices, unless the Order provides otherwise.
- (m) If the scope of the Order is extended by means of a written addendum, the Contractor shall perform additional services / works (additional works) under conditions established during the performance of the original Order (including unit prices, discounts etc.), unless the Order or the addendum provide otherwise.
- (n) Unless the Parties agreed otherwise in the Order, the Order shall be executed according to DDP conditions – LPB premises in Gdańsk (designated warehouse, storage yard or other location), pursuant to INCOTERMS 2020.
- (o) If correct fulfilment of the Order so requires, LPB shall ensure:
 - i) access to places, rooms and equipment necessary to correctly execute the Order;
 - ii) horizontal and vertical transportation of tools, equipment and materials of the Contractor during loading and unloading at LPB's berth;
 - iii) access to utilities, in particular power, water, vapour, compressed air;
 - iv) access pass for the duration of the Order to enable entrance of the Contractor's means of transportation to LPB premises to execute the Order.

6. ORDER COMPLETION DATE

- (a) The Order completion deadline indicated in the Order, and in the case the Order is executed in stages – the deadlines resulting from the schedule, are final and indicate the date of completion of the service, acceptance of the work or construction works without reservations, as well as signing of a partial / final acceptance protocol by LPB or termination of lease.
- (b) The Contractor shall promptly notify LPB of an occurrence or risk of occurrence of circumstances due to which the Contractor may not be able to comply with the agreed completion date of the Order, along with an indication of the expected period of delay and its causes. If the information provided indicates that the Order cannot be completed on time, LPB shall be entitled to cancel the Order with the rights and consequences arising from the Order or the GCC, in particular those resulting from sections 9 to 13 of the GCC. LPB shall be entitled to exercise its right to cancel the Order within 30 working days from when it becomes aware of the anticipated delay or the possibility thereof.
- (c) The Parties allow for a change of the Order's execution date in case of a justified need of LPB, which was impossible to foresee, or is due to the need of temporary suspension of the work due to circumstances attributable to LPB. In case of a change of the deadline of the Order's execution due to the reasons indicated in the previous sentence, LPB shall inform the Contractor about the change to the completion date, which shall be binding for the Contractor without affecting any other terms of the Order.
- (d) The Order completion deadline indicated in the Order shall be extended by the number of

downtime days. "Downtime" shall be understood by the Parties as the inability to execute the Order for which the Contractor is not responsible for, including Force Majeure.

- (e) A change of the Order completion deadline indicated in the Order, on request of the Contractor, requires an addendum to the Order, signed by the Parties (under the pain of nullity).

7. DOCUMENTATION

- (a) If the object of is development of documentation by the Contractor, the Contractor shall be obliged to:

- i) develop designs based on design assumptions agreed with LPB, according to applicable legal provisions, including requirements of the Act of 07.07.1994, the Construction Law, principles of technical knowledge and design standards.
- ii) prior to commencement of the design, verify the documents provided by LPB in terms of their correctness, with particular consideration of the purpose that the Contractor's result is to serve. The Contractor shall familiarise itself with the conditions of the site / place to which the design is to apply and make the necessary inventory by comparing the actual condition with the documents provided. In case of discrepancies, the Contractor shall be obliged to immediately inform LPB about them in writing and to comply with the instructions provided by LPB.
- iii) obtain required opinions, agreements and checks of the designed solutions to the extent required by applicable laws, with particular reference to the agreements with the Safety Office.
- iv) The arrangements with the Safety Office shall relate to:
 - agreements concerning the application of technical solutions ensuring work safety, ergonomics, functionality and fire protection of LPB at the design stage;
 - other arrangements, if necessary.
- v) obtain on behalf of LPB all decisions, stipulations, arrangements, including those not expressly provided for in the Order, necessary to obtain a building permit and an occupancy permit for the task referred to in the Order.
- vi) at LPB's request, participate in the entire process of application for a building permit or for a separate decision on approval of a construction design, in particular take an active part in completing the documentation necessary to obtain a building permit or a separate decision on approval of the construction design.
- vii) clarify to LPB any potential doubts concerning the documentation and the solutions included therein.
- viii) provide the documentation or any of its individual parts with a list of studies and a written statement that the delivered documentation is compliant with the Order, applicable regulations, standards, principles of technical knowledge and design and that it is complete in view of the purpose it is to serve.
- ix) deliver to LPB the completed documentation or its separate parts or stages of completion specified in the Order, within the time limits specified in the Order.
- x) if there are any non-significant deviations from the approved construction design after the construction is completed according to the Contractor's design, the Contractor undertakes to confirm in writing that the non-significant deviations from the construction design are present on a statement of completion signed by the construction manager.
- xi) submit other documents specified in the Order.

- (b) The Contractor may request a change in the completion date of the documentation or any portion

thereof when:

- i) LPB has changed significantly the design assumptions or the scope of design work in comparison to those set forth in the Order.
 - ii) There is an interruption as referred to in letter (c) below. In such case, the Contractor shall be entitled to request that LPB postpones the completion of the design documentation for no longer than the duration of the interruption.
- (c) LPB shall be entitled to stop the design work at any time for a period no longer than 90 days.
- (d) If the execution of any part of the documentation is entrusted to a subcontractor, the Contractor shall be responsible for transferring the documentation to LPB and shall be the entity indicated in the delivery-acceptance protocols as the transferor.
- (e) A confirmation that the documentation or parts thereof have been delivered to LPB's seat does not constitute a confirmation of the receipt of the documentation by LPB. The document confirming the receipt of documentation or parts thereof shall be an acceptance protocol drawn up according to a template contained in the documents sent by LPB, and approved by persons authorized by both Parties. After transferring the documentation or its part, within 30 days, LPB shall approve the acceptance protocol or shall oblige the Contractor to supplement the documentation or remove any defects, faults and make corrections, setting an appropriate deadline for the submission of the corrected documentation. The acceptance rules set forth in this section (letter e) shall apply to the submitted revised documentation.
- (f) The date of approval of the acceptance protocol shall constitute the date of acceptance of the documentation to which the protocol refers.
- (g) The Contractor's liability regarding documentation.
 - i) LPB is not obliged to inspect the quality of the documentation upon its acceptance, and LPB's failure to inspect the documentation shall not relieve the Contractor of its responsibility for the quality and completeness of the documentation delivered, including LPB's claims for damages in this respect.
 - ii) In the event of defects in the documentation, the Contractor shall indemnify LPB from any liability which LPB might incur on this account, and in particular, at LPB's request, the Contractor shall join any proceedings resulting from the provision of defective documentation to which LPB or other LOTOS Group companies are a party. Notwithstanding the foregoing, the Contractor shall repair any damage caused thereby and indemnify LPB against any damage suffered by LPB as a result thereof, in particular as a result of LPB incurring civil, administrative or criminal liability. The foregoing shall not limit any other claims, if any, under the provisions of the Order.
 - iii) The Contractor shall be also liable to LPB, as defined by law, for faulty performance of the Author's supervision activities.
- (h) Statutory warranties (warranties for defect) within the scope of documentation.
 - i) The Contractor grants LPB a warranty for defects in the completed documentation. The foregoing shall mean that the Contractor is liable for legal and physical defects in the documentation and its noncompliance with the Order, as disclosed or discovered during the warranty period. In particular, the Contractor shall be liable for the compliance of the documentation with the parameters set forth in the design assumptions, applicable laws and the principles of contemporary technical knowledge. The Contractor's liability under the warranty shall also covers any and all defects in the documentation which reduce its value or usefulness in view of the purpose specified in the Order, including for issuance of documentation in an incomplete state, which became apparent or occurred after submitting the documentation to LPB, including those occurring through no fault of the Contractor or as a result of actions of third parties for which the Contractor is liable. For the avoidance of doubt, defects in the design documentation shall mean in particular:

- any defects indicated by the authority competent to issue a building permit or a separate decision on approval of the construction design, if such is required, in accordance with the provisions of the law in force in this respect,
 - lack of conformity of the design documentation with the applicable provisions of law in force on the date of submitting the documentation to LPB,
 - the design documentation is not suitable for the proper execution of the Works.
- ii) If a defect is found in the warranty period, LPB shall be entitled, at its sole discretion, to:
- demand immediate and free of charge removal of the defect by the Contractor within a time limit set by LPB, or
 - after ineffective demand from the Contractor to remove the defect, to cancel the Order in whole or in part due to the Contractor's fault; or
 - entrust the execution or improvement of the documentation to another entity at the cost and risk of the Contractor without the need to obtain a separate consent of the Contractor or court approval, or
 - demand a reduction in remuneration corresponding to the degree of decrease in value of the documentation or a part thereof caused by the defect.
- iii) The rights under warranty shall expire after 5 years, counting from the day of signing the final acceptance protocol for the task completed based on the documentation, however, not longer than 6 years, counting from the day of signing the final acceptance protocol with no reservations.
- iv) The Contractor shall be liable for defects in the documentation even after the expiry of the warranty period, if LPB notifies the Contractor of the defect before the expiry of the warranty period.
- v) The Contractor may not refuse to remove a defect in the documentation, regardless of the costs involved.
- (i) It is hereby agreed that the place of delivery of the documentation is LPB's registered office.
- (j) The Contractor shall prepare the design in 5 copies + a CD.

8. PRICES AND PAYMENT

- (a) Unless the Order provides otherwise, the Parties shall settle the receivables according to the rules mentioned below.
- (b) Prices indicated in the Order are fixed net prices. The net price shall be increased by the value added tax (VAT) at a rate applicable on the day the tax obligation arises.
- (c) Remuneration shall be paid once LPB receives the correct, duly and timely issued invoice, in accordance with the provisions of the Act of 11th March 2004 on value added tax (consolidated text of 29th July 2011, Journal of Laws No. 177, item 1054, as amended) (hereinafter "VAT Act") and of implementing (secondary) regulations, after signing an acceptance protocol without objections. The Contractor shall send a scan of the acceptance protocol to the email addresses of the LPB's representatives referred to in Section 9 letter (a) of the GCC. All negative financial consequences, including consequences of LPB's loss of right to deduct VAT, resulting from failure to comply with the aforementioned requirements or from breach related to invoice issuing, i.e. art. 88 p. 3a of the VAT Act shall be borne by the Contractor. The Contractor shall notify LPB promptly of any change in tax status.
- (d) LPB shall have the right not to accept for settlement an invoice issued prior to the approval of an acceptance protocol without objections. The term for payment of an invoice issued with an earlier date shall run from the date of approval of the relevant acceptance protocol.

- (e) In case of discrepancies between the final, partial acceptance protocol and the invoice, LPB shall inform the Contractor about them in writing or by e-mail. The Contractor is obliged to provide clarifications and issue a corrective invoice, if necessary, no later than within 7 working days from the date of receipt of the written information about the discrepancies. The clarifications should be made in writing or sent by e-mail. Withholding of payment due to the verification of the above-mentioned documents shall not be deemed as an improper performance of the Order by LPB.
- (f) The Contractor, being an active VAT payer within the territory of Poland, declares that it is a registered, active VAT payer and is not a small taxpayer using cash accounting within the meaning of the VAT Act, and in event of any changes to its status, the Contractor shall be obliged to immediately notify LPB thereof, otherwise it shall bear all negative financial consequences resulting from it.
- (g) If the Contractor has its registered office outside of the Republic of Poland, the Contractor shall provide LPB with an appropriate tax residency certificate before the first payment is made and at the beginning of a new year, if payments will be also made in the new year. The tax residency certificate is to certify the Contractor's tax residence for the year in which payments will be made by LPB. This document must be issued by a tax authority appropriate for a given country. The Contractor must deliver to LPB's seat the original certificate or a notarized copy or a copy certified by an appropriate tax authority that issued it. In addition to the tax residency certificate, the Contractor must submit a beneficial owner's statement according to LPB's template.
- (h) If the remuneration under the Order is subject to withholding tax according under applicable Polish tax regulations and if the Contractor fails to timely provide an original tax residency certificate (or its copy certified by a notary), LPB shall be required to deduct withholding tax in the amount resulting from applicable legal regulations, without an obligation to reimburse the amount deducted in such a way.
- (i) If the Contractor submits an appropriate tax residency certificate within the period preceding payment of the obligation, payments made by LPB shall be reduced by the amount of withholding tax determined at the tax rate specified in the double taxation convention concluded between the Contractor's country of residence (as specified in the tax residency certificate) and Poland.
- (j) Orders containing electric or electronic equipment shall be settled and accepted from the Contractor who placed them on the market in EEA countries under the condition that the registration number from the register of waste electrical and electronic equipment recovery operators and organisations assigned by the Chief Inspector of Environmental Protection is indicated in the invoice.
- (k) The Contractor's remuneration shall be paid by wire transfer to its bank account indicated in the Order within 30 days from the date of delivery of the documents referred to in letter (c) above.
- (l) Payments to the Contractor, with tax residency in the territory of the Republic of Poland, shall be made by bank transfer using the split payment mechanism, including VAT paid only in Polish currency to the bank account number maintained for the Polish currency in accordance with the Polish banking law. The entity issuing the invoice shall be obliged to specify such a bank account number on every invoice.
- (m) The Contractor, which is a Polish tax resident, declares that the bank account number mentioned above:
 - i) is included in a list indicated in art. 96 b of the VAT Act,
 - ii) is valid, and the Contractor shall be obliged to inform the Ordering Party immediately, (however, not later than within 1 day after such a change), in writing, under the pain of nullity if the number of the bank account to which the payment should be made has changed.

Changes of bank account numbers do not require an addendum to the Order, but only a written notification of the Contractor about such a change, signed according to representation rules.

If the bank account of the Contractor, being a Polish tax resident, to which the payment should be made, is not included in the list indicated in art. 96 b of the VAT Act, LPB shall have the right to withhold payments until the date on which the bank account of the Contractor indicated for payments is included in the list, and the period of withheld payment shall not be considered a delay or a default regarding the payment.

- (n) Unless the Parties agreed otherwise in the Order, the invoice may be delivered to LPB's registered office or sent as a PDF file via e-mail, to the following electronic mail address: faktura@lotospetrobaltic.pl.
- (o) Pursuant to art. 106n of the VAT Act, LPB grants the Contractor permission to send invoices in the manner and in the format specified in letter (n) above.
- (p) LPB shall be entitled to deduct, from the remuneration due to the Contractor, any liability of Contractor to LPB, including contractual penalties, even if LPB's claim was not yet due.
- (q) If the maximum non-guaranteed remuneration is specified in the Order, the Contractor shall not be entitled to remuneration in excess of that remuneration. No deviations from the complexity of the subject matter of the Order shall result in changes to the prices specified in the Order. If in the course of performance of the Order it is determined that work is required beyond the scope referred to in the Order, which LPB was unable to foresee at the time of concluding the Order ("Additional Work"), and which LPB wishes to have the Contractor perform under the terms of the Order, the Contractor shall submit to LPB in writing a list of work required, together with a cost estimate and indicate the planned completion date. The Contractor may commence additional work only after LPB has accepted the list, cost estimate and date of the Additional Work in writing, otherwise being null and void, and if the value of the Additional Work exceeds the maximum non-guaranteed remuneration or involves a change of the Order completion date, only after the Parties have signed an addendum to the Order. The Additional Work commissioned to the Contractor pursuant to the Order shall be deemed to be a part of the Order and shall be performed in accordance with the terms set forth in the Order.
- (r) The Contractor is required to successively inform LPB in writing of the status of use of the amount of the maximum non-guaranteed remuneration. If the Contractor fails to fulfil this requirement, which shall result in the maximum non-guaranteed remuneration being exceeded, the Contractor shall perform the Order at its own expense within the scope in which the Order exceeds the maximum non-guaranteed remuneration amount specified in the Order.
- (s) LPB shall have the right to postpone the commencement of the payment date of the remuneration resulting from the last invoice by up to 10% of the Order Value as security for removal of non-limiting defects reported at the final acceptance protocol. The payment deadline for this part of remuneration shall commence upon LPB's written confirmation of the removal of all the defects, and the payment shall be made within 14 days of LPB signing the aforementioned confirmation. If the object of the Order is construction works, LPB shall retain 10% of the net value of the invoice (and if the Order is executed in stages – from each subsequent invoice) as security for claims due to the proper performance of the Order, as well as for statutory warranty (warranty for defects) guarantee, as a guarantee deposit. The deposit shall be returned upon the Contractor's request, however, not earlier than before the expiry of half of the statutory warranty period.
- (t) If the remuneration is specified in a foreign currency, the remuneration shall be payable in PLN, unless the Order provides otherwise. The remuneration due for payment shall be converted into PLN (Polish zloty) according to the average exchange of a foreign currency announced by the National Bank of Poland (NBP) on the last working day preceding the invoice issuance date. The PLN remuneration, the value of VAT and the exchange rate will be indicated on the invoice.
- (u) If it is necessary to make arrangements concerning the documentation being the object of the Order with a Notified Body (according to the PED directive), e.g. with the Office of Technical Inspection

(UDT), the costs of such arrangements shall be paid against the invoice accompanied by a copy of the relevant bill / invoice from the Notified Body.

- (v) The Contractor shall be obliged to provide PKWiU (Polish Classification of Goods and Services) codes on the invoice for services listed in Annex 15 to the VAT Act. If the PKWiU symbol cannot be specified on the invoice, the Contractor shall be obliged to provide relevant information in an annex to the invoice.

9. ACCEPTANCE OF THE ORDER, ORDER COMPLETION

- (a) The Order shall be deemed completed when a final acceptance protocol is signed without reservations by LPB's representatives indicated in the Order.
- (b) If the Order is executed in stages, partial acceptances shall be made by LPB after the Contractor completes a given stage, and the Parties shall draw up a partial acceptance protocol from the acceptance activities. When all the works are completed, a final acceptance protocol shall be drawn up. The purpose of the partial acceptance serves only to establish the progress of the work, in order to enable the Parties to make partial settlements; the partial acceptance protocol does not constitute a receipt within the meaning of the civil law, and its signature by LPB is not equivalent to the expiry of the obligations within the scope covered by the partial acceptance. The final acceptance shall include a quality inspection of also the work that was covered by earlier partial acceptances. The guarantee and statutory warranty (warranty for defects) period as well as any other periods, whose commencement is related to the acceptance of the object of the Order, shall be calculated from the date of the final acceptance.
- (c) For acceptance of the work or a particular stage of the work, the Contractor shall inform LPB of the planned date of readiness for acceptance 2 days prior to the scheduled date of completion. LPB shall have 3 working days to perform the acceptance activities.
- (d) Upon completion of the acceptance activities, LPB will either approve and accept the completed work or refuse to accept the work and submit its comments or objections to the Contractor. If LPB submits comments or objections, the Contractor shall have seven days to respond to LPB's comments and objections, make corrections, if any, and re-notify LPB of its readiness for acceptance in accordance with letter (c) above.
- (e) LPB shall have the right to return to the Contractor, at the Contractor's cost and risk, every item delivered without prior notification or delivered before or after the date indicated in the delivery notification or to charge the Contractor with storage costs in such a situation. The risk of damage or loss to the goods shall be incurred by the Contractor.

10. QUALITY GUARANTEE AND STATUTORY WARRANTY (WARRANTY FOR DEFECTS)

- (a) The Contractor guarantees LPB that the subject of the Order shall be properly executed, and according to the provisions of the Order, it shall be free from defects and faults and shall be executed in accordance with technical documentation and relevant legal regulations and standards. In addition, the Contractor guarantees LPB that all materials and equipment provided by it for the needs of the Order shall be new, consistent with the Order and suitable for their intended use. Unless the Order provides otherwise, in the event that during the 36-month period counting from the date of signing the final acceptance protocol without reservations any defect / fault in the works, materials or equipment constituting the object of the Order occurs that is in breach of the above guarantees, the Contractor, after receiving a written notification on the occurrence of such defect / fault, shall immediately undertake actions and provide materials and equipment necessary to remove the defect / fault, bringing the subject of the Order to full compliance with the above guarantees, without charging LPB with additional costs. This provision shall also apply if objections are raised by a competent supervisory authority in connection with improper (defective) functioning of the object of the Order during inspections, controls or surveys.
- (b) LPB may require financial guarantees from the Contractor to secure proper removal of defects

and faults.

- (c) Notices concerning claims under the guarantee shall be submitted by LPB to the Contractor in writing, by e-mail or fax. The Contractor is obliged to rectify the defect within 5 days from receipt of the notification referred to above. The deadline for rectifying the defect / fault shall not exceed 5 days, unless the Parties agree in writing on a different deadline. The repair shall be performed at the place of execution of the works constituting the object of the Order, unless the Parties agree otherwise. Disassembly and transport shall be carried out at the expense and risk of the Contractor. In particular, the Contractor shall in such case be obliged to collect the disassembled item at its own expense from LPB's berth or any other place indicated by LPB.
- (d) In the event of defects / faults which significantly affect LPB's ability to use the item for the intended purpose of the object of the Order, LPB shall be entitled to issue a notification requesting that the defect / fault be rectified immediately. Immediately rectified shall mean arrival of the Contractor's representative within 48 hours from the notification in order to determine the scope of activities necessary to remove the defect / fault and their execution within a period not exceeding 3 days, unless a longer term is required due to technological reasons, in particular the need to provide spare parts. In such a case, the deadline shall be set by LPB taking into account these circumstances.
- (e) If, in the performance of its warranty obligations, the Contractor removes defects / faults or provides materials and equipment free of defects, the warranty period for work performed to remove defects / faults and for the repaired or supplied replacement materials and equipment shall run anew from the date of removing the defects / faults or supplying the free from defects materials and equipment, confirmed by a protocol of acceptance of the repair of defects / faults signed by both Parties, without reservations on the part of LPB.
- (f) If after receiving a written notice, the Contractor does not commence the removal of defects / faults within the time specified or if the Contractor fails to properly remove the defects / faults within the time specified, LPB shall be entitled to remove the defects / faults on its own and to charge the Contractor with the costs of such removal or to order their removal by a third party, without prior court approval, at the expense and risk of the Contractor.
- (g) The warranty provided by the Contractor shall not exclude, limit nor suspends LPB's entitlements resulting from regulations concerning warranties for defects (statutory warranty), in compliance with provisions of the Civil Law. The remaining scope of liability of the Contractor resulting from its guarantees and liabilities is regulated by applicable legal regulations.
- (h) In case of delay in the removal of a defects identified upon signing of an acceptance protocol or during the guarantee or warranty for defects (statutory warranty) period, the Contractor shall pay LPB a contractual penalty in the amount of 0.5% of the Order Value for each day of delay, calculated from the expiration of the deadline set by LPB for the removal of the defects, unless otherwise provided in the Order. In such case, the Contractor undertakes to pay such a penalty immediately. If LPB suffers a loss in a higher amount, it shall be entitled to claim additional compensation on general terms.

11. LIABILITY

- (a) With the exception of cases indicated in the Order or GCC, LPB shall not be liable for damages suffered by the Contractor, its employees or persons engaged by the Contractor to execute the Order, related to or resulting from Order execution, regardless of the legal relationship between them and the Contractor, subcontractors or other third parties the Contractor engages during the Order execution (including environmental damage, material damage and injuries), regardless of the fact whether such damages result from non-performance or improper performance of the Order by LPB or from wrongful acts, or caused by Force Majeure, actions or omissions of third parties, unless such damages are caused by willful misconduct or gross negligence of LPB. Whenever this section refers to liability for damages, it is also understood as an obligation to compensate for damages and to pay the annuities referred to in art. 446 of the Polish civil code.

- (b) Within the scope indicated in letter (a) above, the Contractor shall be obliged to use all possible legal and actual measures in order to protect LPB, as well as to protect it against claims, in particular to satisfy claims against LPB, indemnify it and to rectify all damages and to reimburse expenses (including remuneration and costs related to legal assistance) incurred by LPB in preparing for legal defence and while defending against such claims, as well as to reimburse the amount of compensation or expenses of LPB, related to compensation for damages or annuities referred to in art. 446 of the Polish civil code. The Contractor's obligation specified in this section does not apply only if, LPB's liability results from its willful misconduct or gross negligence. At LPB's request, the Contractor shall, within its abilities - at LPB's discretion: join an ongoing legal proceeding or substitute LPB and exempt it from participation in such a proceeding.
- (c) If LPB has to settle a dispute related to the Order with any third party, the Contractor shall be, at the request of LPB, obliged to provide LPB with non-financial assistance in a court proceeding and beyond, and if necessary, at the discretion of the Contractor, join the proceeding.
- (d) If the subject of the Order is not properly performed, including incorrect parameters achieved (accepted or concealed), the Contractor shall be liable for damage caused by equipment with physical or legal defects.
- (e) The Contractor shall be liable for damages resulting from any delay, loss or damages caused by incorrect marking, packaging or identification of the shipment.
- (f) The Contractor shall indemnify LPB against any liability resulting from potential claims of third parties, raised on the basis of patents, copyrights, licences, trademarks, industrial or utility designs, in relation to the provided goods, parts and materials.

12. CONTRACTUAL PENALTIES

- (a) In addition to cases indicated in the Order or GCC, LPB shall be entitled to demand payment of a contractual penalty from the Contractor in case of:
 - i) if the Order is executed in stages - a delay in the execution of a particular stage of the Order - in the amount of 0.5% of net remuneration due for that stage of the Order for each commenced day, however, no longer than until the day set for completion of the Order;
 - ii) a delay in completion of the Order with regard to the agreed completion date - in the amount of 0.5% of the Order Value for each commenced day exceeding the agreed date;
 - iii) cancellation of the Order by LPB in cases referred to in section 13 letters (a), (b) or (e) - in the amount of 10% of the Order Value.
- (b) The maximum amount of contractual penalty calculated under this Section 12 shall not exceed:
 - i. 50% of the Order Value - if the value is lower than PLN 100,000.00 (in words: one hundred thousand 00/100 Polish zloty), and
 - ii. 30% of the Order Value - if the value is at least 100,000.00 PLN (in words: one hundred thousand 00/100 Polish zloty).
- (c) Contractual penalties shall be due within 7 days from receipt of demand for payment. LPB has the right to deduct the contractual penalties from the due amounts of the Contractor resulting from the Order or from other due amounts of the Contractor.
- (d) The Contractor's obligation to pay contractual penalties shall remain independent of both the amount of damages suffered by LPB and of the existence of damages, including the absence of damages, if any.
- (e) Claims under contractual penalties shall be covered first from the remuneration due to the Contractor, and then from the performance bond (if any), to which the Contractor hereby consents.
- (f) If any contractual penalties stipulated anywhere in the Order or in the GCC do not cover damage incurred by LPB, LPB shall be entitled to claim additional compensation on general terms, as well

as compensation for non-performance or improper performance of the Order, for which contractual penalties have not been stipulated, on general terms.

13. ORDER CANCELLATION AND TERMINATION

Notwithstanding any other rights under the Order or the GCC, LPB shall have the following rights:

- (a) The Contractor's breach of any of the terms of the Order or the GCC may constitute grounds for LPB to cancel the Order due to the Contractor's fault, with immediate effect or with notice of cancellation without additional time to cure the breach. LPB's cancellation from the Order may, at its discretion, concern the entire Order or as to any part thereof, and in the latter case, the cancellation will concern only such part.
- (b) LPB can cancel the Order due to the Contractor's fault, with immediate effect, without indicating an additional time limit for the removal of the infringement if the Contractor is at the risk of insolvency or if a motion for an insolvency or recovery procedure has been filed against the Contractor or if the liquidation status has been assigned to the Contractor or the Contractor has lost the permits, licences or authorisations required to execute the Order.
- (c) Notwithstanding the rights described in letters (a) and (b) above, LPB shall be entitled to cancel the Order at any time, with immediate effect or within a specified time limit, with respect to any part of the Order not yet completed.
- (d) LPB will exercise the right to cancel referred to in letters (a) – (c) above no later than three months from the completion date specified for the Order, or, in the case of cancellation described in letter (c) above, within half the period scheduled for completion of the Order.
- (e) LPB reserves the right to cancel the Order for reasons attributable to the Contractor, with immediate effect and without indicating any additional time limit for removal of the infringement, if corruption is discovered to have occurred in the conclusion or performance of the Order in question. The right to cancel referred to in this section can be exercised within 12 months after LPB becomes aware of the existence of the above grounds for cancellation, but no later than 6 months after the date scheduled for completion of the Order.
- (f) If LPB cancels the Order with no fault of the Contractor, LPB shall reimburse the Contractor the costs justified and confirmed by appropriate documents, incurred by the Contractor directly as a result of the cancellation of the Order.
- (g) If the cancellation of the Order or its part was due to the Contractor's fault, LPB, after completion of the works included in the scope of the Order, shall be entitled to charge the Contractor with all the costs incurred in connection with the completion of the works to the extent that they exceed the part of the remuneration not paid by the LPB to the Contractor as a result of the cancellation of the Order. For this purpose, LPB shall be entitled to withhold all payments to the Contractor until the final completion and settlement of the works. If the cancellation of the Order applies only to a part of uncompleted works, activities referred to in this section shall apply only to that part.
- (h) If the completed object of the Order for reasons for which the Contractor is responsible does not comply with the agreed schedule, LPB may demand that a written remedial plan is submitted, and the Contractor, after the plan is confirmed by LPB, shall take corrective measures necessary to improve the progress of the work, without charging LPB additional costs on this account. If the Contractor fails to submit a remedial plan, or despite submission of a remedial plan, the Contractor's delay to date is so extensive that it is unlikely that the Contractor, despite implementation of corrective measures, will be able to complete the object of the Order within the agreed deadline - particularly if late completion of the Order after the deadline would be useless for LPB - LPB shall be entitled to cancel the Order, at its own discretion, in whole or in part.
- (i) In the event that LPB withdraws from the Order or any part thereof, the Contractor shall be entitled only to remuneration for works performed up to the withdrawal date, in an amount calculated proportionally to the progress of works confirmed by a progress report signed without reservations by LPB. The Parties shall draw up a protocol of the executed work no later than within 7 days

from the cancellation. The protocol of the progress of work shall be drawn up by the Parties no later than on the day of cancellation. If the Contractor fails to make the inventory until the deadline specified, LPB shall be entitled to unilaterally draw up a protocol on the progress of works, which shall be binding for both Parties.

- (j) Termination of the Order does not affect LPB's ability to claim the stipulated contractual penalties or damages.
- (k) Any deviations from the stipulated terms and conditions, as well as the absence of relevant documents, may constitute grounds for refusal to accept service or return the item being the subject matter of a service at the Contractor's expense, and the Order shall be deemed not to have been completed.
- (l) All design documentation accepted by LPB for settlement and prepared by the day on which the Contractor receives the notice of cancellation of the Order (whether in preparation or already completed) shall be the property of LPB. Copyrights to such unfinished documentation shall be transferred to LPB to the extent and in the fields of exploitation indicated in Section 29 of the GCC not later than at the time of their transfer to LPB.
- (m) Unless the Order or the GCC provide otherwise, the contractual right to terminate the Order shall be exercised no later than within 3 months from the date on which the cause for the cancellation occurred.
- (n) The above provisions shall not preclude LPB's rights under generally applicable law.
- (o) In the event of provision of services, LPB shall be entitled to terminate the Order without cause by giving a 2 weeks' notice.

14. INSURANCE

- (a) The Contractor undertakes to conclude and maintain the following insurance policies for the entire duration of the Order:
 - i) Third party liability insurance in connection with the conducted business activity and the possession of property, covering at least the subject of this Order. The insurance shall cover civil liability under tort (resulting from unlawful acts) and contract (non-performance or improper performance), damage to property and personal injury suffered by LPB or third parties, including damage caused as a result of gross negligence. The insurance contract will cover damage in the form of actual loss, lost profits and compensation. The insurance contract shall cover LPB as a co-insured and shall include a cross liability clause and/or exclude the insurer's right of recourse to the Ordering Party. The obligatory insurance coverage is:
 - A. damages caused by subcontractors - up to the amount of the guarantee amount (only if the Contractor uses the services of subcontractors during the performance of the Order),
 - B. damages caused to the property transferred or entrusted, being in the custody or under the supervision or control of the Contractor - up to the guarantee amount,
 - C. damages caused in connection with the introduction of the product on the market due to a defect in the product delivered under the Order, including the costs of removal and replacement of the defective item with a defect-free item - up to the amount of the guarantee amount,
 - D. damage caused during unloading/loading, including damage to the means of transport and the loaded object, regardless of the packaging of the loaded object or its type - up to the amount of the guarantee amount (only if the Contractor shall unload / load),
 - E. damage caused to underground installations or equipment during the performance of works or services - up to the amount of the guarantee amount (only if the Order provides for such works),

- F. damages caused by motor vehicles used to complete the Order, not subject to mandatory insurance - sublimit of no less than PLN 500,000 (in words: five hundred thousand 00/100 Polish Zloty) only if the Contractor uses such vehicles during the completion of the Order),
- G. damages resulting from emission, leakage, release or other form of penetration of any hazardous substances - sublimit of no less than PLN 100,000 (in words: one hundred thousand 00/100 Polish Zloty),
- H. damages resulting from faulty performance of activities, works or services; caused by indemnifiable accidents occurring after the subject of these activities, works or services is handed over to the recipient,
- I. damage caused intentionally, except for damages caused by representatives of the Contractor, pure financial losses, understood as damage other than damage to persons or property - sublimit of no less than PLN 100,000 (in words: one hundred thousand 00/100 Polish Zloty),
- J. damage to movable property and/or real property owned and/or property used by the Contractor under a lease, tenancy, rental, lending or other similar legal relationship (only if the Contractor uses such property in connection with the performance of the order),
- K. damage to property being the subject of processing, repair or other activities within the scope of services performed by insured persons (provided that such activities are related to the performance of the Order),
- L. damage caused by shocks, vibrations, explosions, etc., settlements and/or use of hammers, pile drivers, explosives, etc. (provided that such activities are related to the performance of the Order),
- M. damages caused by landslides and weakening of load-bearing elements (provided that there is a possibility that such damages may result from the completion of the Order)
- N. injuries of employees, regardless of the basis of their employment (if the Contractor employs employees).

The guarantee amount in the policy shall not be less than PLN 1,500,000 (in words: one million five hundred thousand 00/100 Polish Zloty) for one and all damages during the insurance period.

No deductible / franchise in respect to personal injury is permitted. The amount of the potential deductible / franchise, which may only relate to damage to property, may not exceed 10,000 PLN (in words: ten thousand 00/100 Polish zloty).

- ii) The insurance of the Equipment used for the Order's completion covers physical loss or damage.
 - iii) Professional liability insurance of persons performing activities that are required to be covered by mandatory insurance under the law, with a limit appropriate to the scope of their activity.
- (b) The Contractor shall provide LPB with a copy of the insurance policy concluded (certified as true copy of the original), together with the general insurance conditions, within 3 working days after the date of commencement of the implementation of the object of the Order.
 - (c) Upon every request of the Ordering Party, the Contractor is obliged to provide proof for compliance with the conditions of policies/contracts for the entire period of the Order, including proof of payment of insurance premiums. The Contractor shall be obliged to provide the current version of the policies in case there are any changes to them within the term of the Order. If the premium is paid in instalments, the Contractor is obliged to provide a confirmation of payment of each instalment.
 - (d) If during the execution of the Order, the Contractor fails to obtain or maintain in force any type of policy, which it is obliged to have under this Order, as well as in case of discontinuity of insurance/policy, including non-payment of premiums due, LPB may, at its sole discretion and without losing any other rights and remedies:

- i) conclude appropriate insurance/policy contracts to the benefit of the Contractor and to impose the obligation to reimburse the costs paid for the above, including the premiums paid, on the Contractor. LPB is entitled to deduct the above amount from the remuneration due to the Contractor, to which the Contractor hereby consents.
 - ii) recognise the date of delivery of the policy and confirmation of payment as the starting point of the term for payment to be made to the Contractor by the Ordering Party. Such action shall not be considered by the Contractor as a delay in the payment or as improper performance of the Order by LPB. In such a case, the Contractor shall not be entitled to demand payment of applicable statutory interest. The Parties mutually agree that the payments referred to in the previous statement shall be made within 30 days from the day LPB receives the set of the documents.
- (e) The Contractor shall bear the costs of any deductibles, exclusions, exceptions or limitations applicable to the policies concluded to the extent in which they relate to risks and liabilities for which Contractor is liable under the terms of the Order.
- (f) The Contractor's failure to comply with any of the requirements set in this section concerning insurance constitutes a significant infringement of the Order's conditions and shall entitle LPB to terminate the Order without notice of termination due to the Contractor's fault.

15. FORCE MAJEURE

- (a) Neither Party shall be liable for untimely or improper performance of its obligations if the reason for the untimely or improper performance of obligations is caused by force majeure. By force majeure the Parties understand extraordinary events, independent of the Parties' will, which at the time of concluding the Order could not have been foreseen and the occurrence of which could not have been prevented by economically justified means, i.e. in particular: flood, fire, hurricane, earthquake, state of epidemics, state of epidemiological risk, state of natural disaster, state of emergency, downtime caused by the introduction of restrictions or measures taken in connection with or for the purpose of counteracting phenomena recognised by the World Health Organisation or governmental authorities as a pandemic or epidemic (including those relating to COVID-19, SARS-CoV-2 virus or its mutation). Force majeure shall not include downtime caused by disputes between the Contractor and any natural person, group or organisation, legal entity or another organisational unit, e.g. strikes, demonstrations etc.
- (b) The affected Party shall immediately notify the other Party of the occurrence, expected duration, proposed course of action and cessation of force majeure.
- (c) The Parties shall agree on new conditions of execution of the Order, taking into account in particular an appropriate postponement of the deadline for its execution, which shall take place immediately after the cessation of force majeure.

If force majeure or its effects last longer than 60 days, the Parties shall have the right to terminate the Order by giving 2 weeks' notice. The statement on termination of the Order with 2 weeks' notice shall be null and void unless made in writing. Neither Party shall be entitled to claim any compensation from the other Party for damage caused by force majeure.

16. ENVIRONMENTAL PROTECTION

- (a) The Contractor declares that it complies with applicable legal regulations concerning broadly-defined environmental protection, in particular within the scope of obtaining required permits, providing notifications and submitting information, as well as respecting limitations on use of the natural environment, including those resulting from appropriate waste management. In addition, the Contractor declares that it carries out its activities in a sustainable way and applies measures limiting the negative influence of its activity on the natural environment.
- (b) If during the performance of the Order waste is generated, then:

- i. The Contractor shall be the waste producer with respect to all types and quantities of waste that will be generated as a result of the completion of the Order, except as specified in the GCC and the Order.
- ii. LPB shall be the waste producer in case scrap steel and non-ferrous metals, which will be produced from LPB's property as a result of the completion of the Order. The Contractor shall be obliged to collect and transport the waste to a location indicated by LPB.
- iii. If the works are performed on LPB's property, LPB shall remain a producer of municipal waste. The Contractor shall be obliged to collect and transport the waste indicated above to a location indicated by LPB.
- iv. The Contractor declares that it has the required waste management authorisations and permits, appropriate to the subject matter and location of performance of the Order, to enable timely commencement and full completion of the work under the Order. The Contractor may use subcontractors for the fulfilment of the requirement referred to in the preceding sentence with respect to individual phases of waste management. Upon LPB's request, the Contractor shall submit copies of its decisions and permits concerning waste management.
- v. Waste shall be collected at the point of its generation in its own bulk packaging (e.g. bags, big-bags, boxes, containers etc.) or in packaging received from LPB. Waste may be stored solely in places indicated by LPB. After completing works on the platforms, the Contractor shall hand over the waste over to warehousemen, who will mark it properly and prepare it for transport to LPB land base. The Contractor shall fill in the cargo list together with a warehouseman. Immediately after transporting the waste to LPB land base, the Contractor will be notified of the possible date of the waste collection. The Contractor is obliged to collect the waste it produces with its own means of transport from LPB land base, within the time limit agreed with LPB (however, no later than 3 working days from receipt of the information). In order to collect waste, the Contractor shall make prior arrangements with LPB's representative - Tomasz Wołoszyn (mob.: 500-140-804; e-mail: tomasz.woloszyn@lotospetrobaltic.pl) or a person substituting him - concerning the planned date of entry to the LPB land base and shall provide the name of the person who will collect the waste on behalf of the Contractor. Before collecting waste from LPB's land base, the Contractor is obliged to fill in the OM document (specifying the types and quantities of waste).
- vi. The Contractor shall ensure, through appropriate use of materials, devices and equipment, prevention of waste generation and waste mixing, as well as limitation of its quantity. In particular, it is unacceptable to collect waste in a non-selective manner, to leave it outside the designated areas and to leave it unsecured at the place where the work is performed, to introduce waste and residues from chemical substances and preparations into sewage systems, wash vehicles and machinery on the premises of LPB, use waters in a manner inconsistent with its intended use, conduct business activities in a manner that makes it possible to pollute the sea or water in the Martwa Wisła canal. In the event of possible spillage of hazardous substances into the environment (e.g. oils, detergents), the Contractor shall be obliged to provide appropriate sorbents and neutralisers on its own.
- vii. The Contractor shall hand over the waste for storage, recycling or disposal only to entities holding a permit from a competent authority to conduct waste management activities, unless such activities do not require a permit. The Contractor shall inform LPB about the need to remove waste prior to removing it from the platform or from any other possible locations on LPB's premises.
- viii. In the event that LPB is charged with any sanctions for the Contractor's non-compliance with waste management regulations or the foregoing provisions, the Contractor shall immediately reimburse all the documented costs or expenses incurred by LPB in connection therewith.

- ix. In the event that the Contractor, despite a written request to remove irregularities or infringements, still violates any of the provisions contained above or regulations applicable at LPB's premises, which it is obliged to observe, LPB, regardless of the magnitude, severity, duration and effect of such violation, without prejudice to the entitlements with respect to provisions concerning termination or cancellation of the Order, may, at its own discretion, collect the waste itself, within the scope of its powers, or entrust the waste collection to authorised entities selected by it, to the Contractor's benefit and at the Contractor's risk and cost.

17. SAFETY REGULATIONS

- (a) During the execution of the Order, the Contractor, in addition to the generally applicable safety regulations, is obliged to familiarize itself with and apply the current LPB regulations in effect at its premises, in particular the "Safety" document, available at:
http://www.lotos.pl/en/753/lotos_group/our_companies/lotos_petrobaltic/download
- (b) If the object of the Order is the performance of underwater works, the Contractor shall organise the underwater works and perform all duties associated with that status.

18. SPECIAL PROVISIONS CONCERNING THE EXECUTION OF AN ORDER ON THE PLATFORM

- (a) During the Order's execution, the Contractor is obliged to cooperate with other entities working on the platform in a manner allowing way uninterrupted use of the platform by LPB, and, at the same time, uninterrupted performance of work by all entities working on the platform.
- (b) If the Order is to be executed on the platform, the Contractor shall have spare equipment or the possibility to repair the equipment on the platform in the event of failure of equipment used during execution of the Order, in order to ensure that the Order can be performed on time.
- (c) The Contractor is obliged to provide packaging suitable for sea conditions when transporting equipment and materials to the platform.
- (d) The Contractor shall deliver the elements necessary to perform the Order to LPB's seat at its own cost and risk in packaging suitable for transport to the platform in sea conditions, securing the Order's object from damage and/or in packaging adjusted to the storage conditions available at LPB's premises, in the event the subject of the Order is to be stored by LPB prior to being transported to the platform; LPB shall provide horizontal and vertical transport of the tools during unloading and loading on platforms used by LPB.
- (e) LPB shall provide transportation of Contractor's tools, equipment and materials from LPB's berth (or any other place indicated by LPB) to the platform and back; unloading of tools, equipment and materials on the platform as well as vertical and horizontal transportation of tools, equipment and materials on the platform.
- (f) LPB shall provide transport of the Contractor's employees and persons performing work on its behalf from the place indicated by LPB (i.e. LPB's berth or berth in the city of Władysławowo) to the platform and back.
- (g) LPB provides accommodation and boarding during the stay on the platform for such an amount of the Contractor's employees and persons performing work on its behalf as indicated in the Order.
- (h) LPB shall provide occupational health and safety training to the Contractor's employees and to persons working on its behalf before departure to the platform, and within the scope related to performance of the work on the platform.
- (i) LPB shall be liable for damage or loss of the Contractor's tools, equipment and materials during transportation to or from the platform, only if the damage is solely attributable to LPB. LPB's

liability is limited to the average market value of the damaged or lost tools, materials or equipment.

- (j) If the subject of the Order is related to delivery of goods to the platform by the Contractor, and the object of the Order is stored by LPB prior to being transported to the platform as part of execution of the Order by the Contractor, the Contractor shall be entitled to submit a written request for inspection of the object of the Order before its loading onto a means of transport 2 days before the date set by LPB for departure to the platform. The inspection carried out with the participation of both Parties shall be accompanied by a written report of the inspection, in which the Parties shall confirm the condition of the object of the Order. Should the Contractor fail to exercise its right to conduct a visual inspection, the Parties shall deem that the Contractor does not raise any objections as to the condition of the object of the Order.

19. SPECIAL PROVISIONS CONCERNING LEASE OF MOVEABLE PROPERTY

- (a) LPB undertakes to use the object of the lease according to its intended purpose described in the Order.
- (b) The Contractor declares that the object of the lease is not encumbered with rights of third parties which would hinder or prevent performance of the Order.
- (c) LPB is entitled to sublease the object of the lease or to provide it to third parties belonging to its capital group for use free of charge. In other cases, the sublease or provision to third parties for free use of the object of the lease require a prior written consent of the Contractor.
- (d) The Contractor undertakes to provide the object of the lease to LPB in a condition appropriate for its intended use and to maintain it in such condition throughout the term of the lease. If it is necessary to repair an item, which under an act, the Order or the GCC is the Contractor's responsibility, such repair shall be carried out no later than within 5 working days from LPB's notification of the defect. If the Contractor fails to repair the defect within the aforementioned period, LPB shall be entitled to entrust its removal to a third party at the Contractor's expense and risk.
- (e) LPB shall inform the Contractor of the need for minor repairs to the object of the Order, indicating the scope of the planned repair. The Contractor shall not be entitled to any claims arising from a defective repair of the object of the Order provided that it has been informed by LPB in accordance with the provisions of the preceding sentence and has not objected to the repair being made by the LPB.
- (f) The Contractor undertakes to immediately remove at its own expense any defects to the object of the lease if such defects prevent use the object of the lease in accordance with the Order. Provisions concerning guarantee and statutory warranty (warranty for defects) shall apply accordingly.
- (g) LPB shall not be obliged to pay the lease fee for the period during which the subject of the lease was unfit for use in accordance with the purpose of the Order and its intended use; as well as for the period necessary to repair the leased item.
- (h) In case of a delay in the payment of the remuneration (rent) by LPB, the Contractor may terminate the Order after prior, ineffective demand for payment, which shall be null and void unless made in writing, and delivered to LPB against a confirmation of receipt, and provided that the term for payment is not less than 14 days.
- (i) The object of the lease shall be handed over and returned at LPB's registered office. A protocol shall be drawn up concerning the hand over. Relevant provisions of the GCC concerning the final acceptance protocol shall apply to the hand-over protocol.
- (j) If LPB improves the object of the Order, the Contractor shall retain the improvements against payment of a sum equal to their value at the time of return.
- (k) In the event of loss or above-normal wear and tear of the leased item, LPB will be charged the

commercially reasonable cost of repair or lump sum compensation for the loss of the leased item up to the amount indicated in the Purchase Order, which will exhaust Contractor's claims therefor.

20. CONFIDENTIALITY

- (a) The Parties are obliged, both during the term of the Order and after its completion, to keep confidential the contents of the Order and all technical, technological, economic, financial, commercial, legal, organisational and any other information concerning LPB, LOTOS Capital Group or its contractors, not disclosed to the public, but obtained under or in connection with the performance of the Order, regardless of the form in which such information is disclosed and its source (hereinafter referred to as the "Confidential Information"). Disclosure of the Confidential Information shall be possible only with prior consent of the other Party, which shall be null and void unless made in writing, unless the obligation to disclose Confidential Information results from valid legal regulations. The receiving Party shall be responsible for compliance with the confidentiality rules by the persons to whom Confidential Information has been disclosed as for its own actions and omissions.
- (b) Such information may be disclosed only to those employees of the Contractor, who must obtain access to it in order to fulfil the obligations under the Order and provided that such persons will remain obliged to maintain confidentiality within the scope specified in the Order. The Contractor shall be responsible for breach of the confidentiality obligation by those persons.
- (c) With reference to Orders with a value exceeding PLN 100,000.00 (say: one hundred thousand 00/100 Polish zloty), in the event of a breach of provisions referred to in letters (a) and (b) above, the Contractor undertakes to pay a contractual penalty in the amount equal to the Order Value, however not less than PLN 50,000.00 (say: fifty thousand 00/100 Polish zloty) for each violation. Notwithstanding the above, in case of a damage exceeding the amount of the contractual penalty, LPB reserves the right to claim compensation in the full amount under general terms and conditions.

21. INSPECTIONS AT THE CONTRACTOR'S PREMISES

- (a) Taking into account the quality of performance of the Order, safety of work, environmental protection and corporate responsibility standards, LPB reserves the right to carry out audits at the Contractor's premises within the scope constituting the Order's object. The Contractor shall be obliged to take into account any comments or objections raised by LPB as a result of the inspections, provided that they do not lead to a substantial change of the subject of the Order.
- (b) LPB holds an Integrated Management System certificate which covers requirements of ISO 9001, ISO 14001 and PN-N-18001 standards. Therefore, it reserves the right to carry out audits at the Contractor's premises concerning the Contractor's compliance with requirements of the aforementioned standards within the scope of the Order's execution.
- (c) The aforementioned activities are aimed at assessing compliance with requirements referred to in contractual documents and other documents provided for implementation, as well as any appropriate legal regulations and standards applicable to the Order's execution.

22. REFERENCES AND ADVERTISING

The Contractor shall not be entitled, without prior written consent of LPB, to use the materials and information on the cooperation, in particular for reference or advertising purposes. The Contractor shall not have the right to use the logo, trademark or other designation of the Ordering Party, unless the Ordering Party has authorized it to do so.

23. RULES AND STANDARDS OF CONDUCT

- (a) The Contractor is obliged to comply with the rules and standards of conduct currently applicable at LPB's premises, in particular those concerning occupational safety and fire safety, submitted or made available by a person authorised by LPB to the Contractor or to a contact person authorised by the Contractor.
- (b) The rules and standards of conduct applicable at LPB's premises shall be made available to the Contractor via LPB's contact person indicated in the Order.
- (c) The Parties agree that all notifications and correspondence concerning rules and standards applicable at LPB's premises sent to the e-mail address or fax no. indicated in the Order shall be deemed as delivered, and the Contractor shall not be entitled to claim lack of knowledge of the content of current rules and standards of conduct.
- (d) Changes to the documents concerning rules and standards applicable at LPB's premises shall become effective on the date of transmittal according to the rules described above. The Contractor shall ensure compliance with the rules and standards by the persons performing work on its behalf.

24. ETHICS CLAUSE

- (a) LPB, as a company of LOTOS Capital Group, carries out its activity with a sense of responsibility for consequences of its actions and applies uniform standards concerning ethical assessment of actions of its employees and third persons, respect for human rights, respect for employee rights and respect for natural environment.
- (b) LPB, as a company of LOTOS Capital Group, is committed to respecting human rights across the entire chain of value creation in its business activities. In a spirit of social responsibility for the whole of collective life and out of concern for common good, LPB, as a company of LOTOS Capital Group, undertakes actions aimed at ensuring compliance with rights and laws in its activity, including international rules taking into account the concept of Corporate Social Responsibility (CSR). LPB undertakes activities related to shaping appropriate economic and social relations.
- (c) LPB, as a company of LOTOS Capital Group, in its actions aims at creating a working environment based on mutual respect and tolerance. The company ensures protection of personal data and discretion for all persons which decide to report a suspicion of an infringement of rules applicable in LOTOS Capital Group, referred to in the "LOTOS Capital Group Code of Ethics" or other regulations related to the Corporate Social Responsibility concept implemented and applied by the companies of LOTOS Capital Group.
- (d) The "LOTOS Capital Group Code of Ethics" can be found at www.odpowiedzialny.LOTOS.pl

25. CONFLICT OF INTEREST CLAUSE

- (a) The Contractor declares that, to the best of its knowledge, on the date of concluding the Order, there is no conflict of interest which could hinder due performance of the Order by the Contractor, affect its impartiality, quality of its work or services rendered by it, its independence or reliability.
- (b) The Contractor declares that it undertakes to exercise the utmost diligence to the extent required for its business activities and to take measures to avoid conflicts of interest.
- (c) The Contractor represents that during the period of performance of the Order, if it suspects a risk of a possible conflict of interest affecting the content of the statement referred to above, it will promptly inform LPB in writing of such suspicion, indicating the reasons for it, and propose any necessary measures to prevent the conflict, taking into account the broad interests of LPB and the principles of business ethics applied by it.
- (d) The Contractor declares that it did not offer nor provide any financial benefits in order to influence LPB's decision about the choice of its tender. It did not influence LPB's choice in any way which would be contradictory to the law or good manners and did not take part in any agreements or arrangement with third persons which would be aimed at influencing the LPB's choice of tender.

26. ANTICORRUPTION CLAUSE

The Contractor declares that it has not offered or given any financial or personal benefits to influence LPB's decision to select its tender. It has not influenced LPB's selection in any manner contrary to law or good morals and has not participated in any arrangement or understanding with other third parties to influence LPB's selection. The Contractor declares that no part of the consideration for the Order will be used to cover the costs of granting the aforementioned property and/or personal benefits by any party.

27. RESPECT FOR HUMAN RIGHTS

The Contractor declares that, with respect to employment, it applies the relevant provisions of law in force in its business activity, including, in particular, the Labour Code and executive acts issued on its basis.

28. SOCIAL IMPACT – INTEGRATION ACTIVITIES

The Contractor declares that, it takes into account social issues in its business activities and strives to maximize the integration of social, environmental, ethical and human rights values into its own activities, those of other interested parties and of society as a whole.

29. COPYRIGHTS

- (a) If, as part of the Order's execution, the Contractor creates a piece of work covered by copyrights provisions (hereinafter referred to as "Work"), the Contractor shall, as part of the Contractor's remuneration specified in the Order, transfer to LPB upon creation of the Work all proprietary copyrights and related rights to any Works created as part of the Order, together with the exclusive right to exercise and permit the exercise of derivative copyrights.
- (b) The Contractor declares and guarantees that it shall hold all proprietary copyrights to the Works created as part of the Order's execution. By Works, the Parties understand, in particular, technical documentation, final studies, reports, information, analyses, scenarios, opinions, evaluations constituting works within the meaning of applicable copyrights regulations, received by LPB on the basis of a document confirming partial or final completion of the Order, as well as in case of termination or cancellation of the Order, transferred to LPB by the date of termination or submission of notice of cancellation of the Order in accordance with a work progress report.
- (c) The Contractor declares and guarantees that the Works will not infringe copyrights and moral rights or any other rights of third parties and that its copyrights to the Work will not be restricted to the extent covered by the Order.
- (d) The Contractor shall be fully liable for damages resulting from ineffective or defective acquisition of rights to the Work from third parties or from acquisition of rights to the Work encumbered by rights of third parties, as well as from ineffective or defective transfer of rights to LPB. If any legal defects, encumbrances or claims of third parties become apparent after the date referred to in letter (a) above, the Contractor shall indemnify LPB against all related claims of third parties, compensate LPB for any damage caused to LPB due to such defects, encumbrances or claims, and furthermore, if requested by LPB, make a public statement to that effect.
- (e) Transfer of copyrights and related rights referred to in letters (a) and (b) above shall take place to the full extent permitted under the Act of 4th February 1994 on copyrights and related rights in all fields of use known on the date of conclusion of the Order, in particular:
 - i. recording by means of any technique, including but not limited to printing, on photographic material, on magnetic tape, on floppy disk, digitally;
 - ii. multiplication by any technique, including but not limited to printing on photographic material, on magnetic tape, on floppy disk, digitally;
 - iii. marketing;
 - iv. Introduction into computer memory and into a computer and/or multimedia network;
 - v. making the work available to the public in such a way that everyone can access it in a place

- and at a time of their own choice (e.g. on the Internet);
- vi. making its content available to other entities;
- vii. broadcasting via wire or wireless vision and/or audio via a terrestrial station;
- viii. broadcasting via satellite;
- ix. simultaneous and integral broadcast (rebroadcast) of the Work.
- (f) The transfer of rights referred to in letters (a) and (b) above is not limited territorially.
- (g) The Contractor authorises LPB to use the Work in its entirety as well as in any parts for the purposes of promotion or advertising (within the scope of the fields of exploitation referred to in letter (e) above for posters, photography, radio or television advertising and internet advertising).
- (h) LPB is entitled to use and dispose of fragments of the subject Work to the extent of the fields of exploitation specified in letter (e) above.
- (i) The Contractor authorizes LPB to exercise its moral rights on behalf of the author of the Work, and in particular to:
 - i. decide on the integrity of the content and form,
 - ii. decide on the control over the use of the Works.
- (j) Upon acceptance of the Work, the Contractor transfers to LPB, as part of the Contractor's remuneration referred to in the Order, the ownership of the copies (material media) on which the Work has been recorded.
- (k) LPB may distribute and publish materials or issue statements related to the Work without identifying in such materials and statements the authors of the Work.

30. PERSONAL DATA PROTECTION

30.1 Personal data protection clause intended for a person, a person acting as a self-employed sole trader, a simple partnership, a limited partnership

- (a) The personal data administrator as understood according to art. 4 p. 7 of the Regulation of European Parliament and of the Council (EU) 2016/679 of 27th April 2016 on 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”), for data transferred to LOTOS Petrobaltic S.A. for the purpose of entering and executing the Order is LOTOS Petrobaltic S.A. with its registered office located at: ul. Stary Dwór 9, 80-758 Gdańsk (or another company belonging to LOTOS Petrobaltic S.A. Capital Group with its registered office indicated in the Order).
- (b) LOTOS Petrobaltic S.A. designated a personal data Inspector, who can be contacted at the e-mail address: iod@LOTOSpetrobaltic.pl or in writing, at the following address: LOTOS Petrobaltic S.A., ul. Stary Dwór 9, 80-758 Gdańsk with a note „Inspektor ochrony danych” / ”Data Protection Inspector”.
- (c) The collected personal data shall be processed for purposes related to Order entering and execution, its handling and potential claims or defending claims related to the Order, as well as to meet legal obligations of LPB.
- (d) The legal basis for processing of personal data of the other Party by LPB for the aforementioned purposes includes:
 - i. undertaking activities aimed at Order entering and execution according to art. 6 p. 1 ch. b of GDPR,
 - ii. fulfilment of legal obligations of LPB according to art. 6 p. 1 ch. c of GDPR, related i.e. to:
 - tax regulations and accounting regulations,
 - execution of requests issued by enforcement agencies and for the purpose of court proceedings, if a request to disclose data is issued by the relevant authorities,
 - iii. legally justified interest of LPB according to art. 6 p. 1 lit. f of GDPR, including:
 - Order execution between the Parties,

- 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.
- (e) Personal data received from the other Party may be transferred to the following categories of recipients:
 - i. entities processing personal data on behalf of LPB, including i.e. operators of IT systems used for the purpose of Order execution, providing accounting, archiving and servicing services,
 - ii. entities providing services to LPB, including courier companies and postal companies (in relation to the necessity of sending notifications specified in the Order), legal and financial advisers and auditors of LPB (in relation to the provision of advisory services during entering and execution of claims resulting from the Order),wherein such entities process data according to contracts entered into with LPB and only according to its instructions. Data may also be provided to entities authorised by law, including tax agencies and authorities.
- (f) Data shall be processed throughout the period of Order execution and after Order termination, for a period of time related to expiry of claims related to the Order and for a period of time reserved in legal regulations, including tax regulations and financial reporting regulations.
- (g) Each of the persons, personal data of whom are made available by and between the Parties in relation to signing and execution of the Order, 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 LPB 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@LOTOSpetrobaltic.pl or in writing, to the address: LOTOS Petrobaltic S.A. ul. Stary Dwór 9, 80-758 Gdańsk with a note „Data protection inspector” (in the case of a company belonging to LOTOS Petrobaltic S.A. Capital Group - to the address indicated in the Order).
- (h) 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).
- (i) Provision of personal data is voluntary, however, a refusal to provide personal data may render entering the Order impossible.
- (j) Personal data shall not be profiled and used in automated decision making.
- (k) However, if Parties provide each other with personal data of their representatives or representatives indicated in the Order and of other persons in relation to and for the purpose of Order execution, depending on the needs resulting from the stipulations of this Order, the Parties shall be obliged to inform the aforementioned persons not later than one month after obtaining personal data or during the first communication with the affected person about the need to provide their data for the purpose of Order execution, including the purpose and scope of data provision as indicated in this information clause, i.e. in letters (a) – (j) above, and about the source from which the personal data is obtained.
- (l) 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.

30.2 Personal data protection clause intended for legal persons/organisational units with legal identity

- (a) For the purpose of execution of this Order, the Parties as independent data administrators shall make personal data of their representatives indicated in the Order and of other persons related to execution of the Order mutually available, depending on the needs resulting from stipulations of this Order, 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).
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- (b) The Parties shall be obliged to inform persons listed in letter (a) above about the need to transfer their data as required for the purpose of Order 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.
- (c) 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.
- (d) 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 provided to:
 - i. LPB for the purpose of entering and execution of the Contract is LOTOS Petrobaltic S.A. with its registered office at: ul. Stary Dwór 9, 80-758 Gdańsk (or another company belonging to LOTOS Petrobaltic S.A. Capital Group with its registered office indicated in the Order),
 - ii. Contractor for the purpose of entering and execution of the Order shall be Contractor with its registered office indicated in the Order.
- (e) LPB designated a personal data Inspector, who can be contacted at the e-mail address: iod@LOTOSpetrobaltic.pl or in writing, at the following address: LOTOS Petrobaltic S.A. ul. Stary Dwór 9, 80-758 Gdańsk with a note „Inspektor ochrony danych” / "Data Protection Inspector".
- (f) If a Personal Data Protection Inspector has been appointed by the Contractor, the Order shall indicate his / her contact details.
- (g) The collected personal data shall be processed for purposes related to Order entering and execution, its handling and potential claims or defending claims related to the Order, as well as to meet legal obligations of the Party.
- (h) The legal basis for processing of personal data of the other Party by the Party for the aforementioned purposes includes:
 - i. fulfilment of legal obligations of the Party according to art. 6 p. 1 ch. c of GDPR, related i.e. to:
 - tax regulations and accounting regulations,
 - execution of requests issued by enforcement agencies and for the purpose of court proceedings, if a request to disclose data is issued by the relevant authorities,
 - ii. legally justified interest of the Party according to art. 6 p. 1 lit. f of GDPR, including:
 - Order execution between the Parties,
 - 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.
- (i) Personal data received from the other Party may be transferred to the following categories of recipients:
 - i. entities processing personal data on the order of the Party, including i.e. operators of IT systems used for the purpose of Order execution, providing accounting, archiving services and servicing,
 - ii. 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 Order), 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 Order),wherein such entities process data according to contracts entered into with the Party and only according to its instructions. Data may also be provided to entities authorised by law, including tax agencies and authorities.

- (j) Data shall be processed throughout the period of Order execution and after Order termination, for a period of time related to expiry of claims related to the Order and for a period of time reserved in legal regulations, including tax regulations and financial reporting regulations.
- (k) Each of the persons, personal data of whom are made available by and between the Parties in relation to signing and execution of the Order, 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 the Party processes data on the basis of its legally justified interests. Such an objection may be expressed at any time, by sending electronic mail and / or written correspondence to the addresses indicated above.
- (l) Each and every person shall also have the right to report a complaint to the President of the Personal Data Protection Agency.
- (m) Personal data shall not be profiled and used in automated decision making.

31. FINAL PROVISIONS

- (a) Unless otherwise stipulated in the Order or GCC, all changes to the contents of the Order must be made in writing under pain of nullity.
- (b) The Parties are bound by Polish law, and the competent court for all disputes arising in connection with the Order is the court for the registered office of LPB.
- (c) This document is an annex to the Order and constitutes an integral part thereof. In case of any discrepancies or contradictions between the contents of a particular Order and GCC, the contents of the Order shall prevail.
- (d) The Contractor shall not assign the rights or obligations set forth in the Order without LPB's prior consent, which shall be null and void unless made in writing, and in particular shall not, without such consent, assign claims for payment of its remuneration or enter into a factoring agreement with respect to its obligations under the Order. Any transfer of rights or obligations set forth in the Order without LPB's consent, as referred to in the previous sentence, shall be ineffective against LPB. LPB shall be entitled to transfer the rights and obligations under the Order to companies from the Group, to which the Contractor hereby consents.