

PUBLIC COMPANY ORLEN LIETUVA MANDATORY CONTRACTUAL PROVISIONS

1. ON PERSONAL DATA PROTECTION

1.1. The Parties hereby represent and warrant to each other that in performance of the present Contract and discharge of their obligations assumed hereunder they are in strict compliance with all requirements of the applicable legislation of the European Union and the Republic of Lithuania regulating personal data protection.

1.2. The Parties hereby represent that in performance of the present Contract none of them as the controller shall transfer the data to the other Party as a processor or joint data controller, whereas in case of any need to process or jointly control any personal data controlled by the other Party, the Parties shall conclude a separate agreement on personal data processing or joint control.

1.3. Business contacts, contacts of contractors, their full names, email addresses and phone numbers exchanged between the Parties for the performance of this Contract shall be processed by each Party exclusively for the purposes of the performance/administration of the Contract observing the requirements set forth in the General Data Protection Regulation (EU) 2016/679 (GDPR) and Law of the Republic of Lithuania on Legal Protection of Personal Data.

2. ON INTERNATIONAL RESTRICTIVE MEASURES AND SANCTIONS

2.1. The Parties hereby represent that the Contract will be performed without prejudice to the regulations of the United Nations, the United States of America, the European Union and the Republic of Lithuania governing the implementation of international restrictive measures and sanctions.

2.2. Failure to comply with the provision set forth in Par. 2.1 above shall be deemed to be the material breach of the Contract.

3. ON ANTI-CORRUPTION PROVISIONS

3.1. Each of the Parties, including their affiliates and representative offices, confirms that in performance of the present Contract it shall exercise due diligence and shall comply with all legal provisions of the European Union and the Republic of Lithuania binding on the Parties within the scope of preventing corruption.

3.2. Each Party declares that it has implemented procedures for corruption prevention and conflict of interest management.

3.3. Each of the Parties certifies that acting in connection with performance hereof, whether directly or through any business entity controlled by or affiliated with the Parties, it shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts, anonymous reporting, and clarification of irregularities.

3.4. The Parties ensure that in conclusion and performance of the present Contract none of them or their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or other persons acting on their behalf have/has not made, proposed, promised, authorized to make and shall not make, propose, promise, or authorize to make any payment or another transfer constituting a financial or any other benefit directly or indirectly to any of the following:

- (i) any member of the management board, director or other staff member or agent of a given Party or of any business entity controlled by or affiliated with the Parties,
- (ii) a public official understood as a natural person performing a public function within the meaning given to this term in the legal system of a country in which the present

- Contract is performed or in which the registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
- (iii) any political party, member of a political party or a candidate for a post in a state office;
 - (iv) any agent or intermediary in exchange for payment to anyone of the persons mentioned in (i)-(iii) above;
 - (v) any other natural person or legal entity, whether directly or through any business entity controlled by or affiliated with the Parties, in order to obtain their decision or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if such action breaches or would be in breach of the legislative of the European Union and the Republic of Lithuania within the scope of prevention of corruption.

3.5. The Parties undertake to immediately inform each other in writing about the cases of breaching provisions of the Anti-Corruption Clause. At the written request of any Party, the other Party undertakes to provide information and answers to reasonable questions of the other Party related to the performance of the Contract within the scope of the Anti-Corruption Clause.

3.6. Each of the Parties confirm that in performance of this Contract it shall enable each person acting in good faith to report breaches on an anonymous basis by e-mail anonim@orlenlietuva.lt or by phone +370-800-90008.

3.7. In case of suspicions of corrupt actions made in connection with the present Contract or its performance by any representatives of the Parties, the Parties shall cooperate in good faith for examining the circumstances of such cases.

3.8. The Party confirms that it has read and will abide by the Rules of Gift Giving and Acceptance of the Public Company ORLEN Lietuva, which are available on the website: <https://www.orlenlietuva.lt/EN/ForBusiness/DocumentsForContractors/Pages/default.aspx>.

4. ON CHANGES IN FINANCIAL POSITION OF BUSINESS PARTNERS

4.1. The Party shall immediately, but no later than within 72 hours, notify Public Company ORLEN Lietuva in writing of any material changes in its financial position which may affect the Contract performance as well as of any national or international sanctions imposed on the Party or its shareholders, or members of the Board or managers (or Supervisory Board if there is such).