**NON-DISCLOSURE AGREEMENT**

(Hereinafter referred to as "the Agreement")

This Agreement was concluded in Nowa Sarzyna, on [•] a year 2023 (hereinafter referred to as the "Entry into Force Date") between the Parties:

CIECH Sarzyna S.A., a company incorporated under the laws of Nowa Sarzyna, Poland and having its registered office in 37-310 Nowa Sarzyna at ul. Chemików 1 which is registered in the business register maintained by the Regional Court of the Rzeszów, Poland Commercial Department of the National Court Register under KRS number 0000103271, share capital 84.900.000,00 PLN, NIP 8160001828, REGON 000042352, BDO: 000025132 represented by:

1. Babski Wojciech
2. Kozdras Gabriel

(“Disclosing Party” or “CIECH”)

and

[•], a company incorporated under the laws of [•] and having its registered office in [•] at ul. [•], [•] which is registered in the business register maintained by the Regional Court of the [•] [•] Commercial Department of the National Court Register under KRS number [•], share capital [•], NIP [•], REGON [•], BDO [•] represented by:

[•]

[•]

(“Receiving Party” or [•])

whereby CIECH and [•], each of which shall be referred to as a "Party" and both jointly as "the Parties".

**1. [OBJECTIVE OF THE AGREEMENT**]

CIECH and [•] intend to cooperate on the project consisting of prepare the offer by …………. carry out ecotoxicological studies on NTAs according to RFP CS\_2023\_10\_00461 (hereinafter referred to as "Cooperation "). The Parties intend to disclose or provide certain Confidential Information (as defined below) concerning the Parties or Related Parties in the course of negotiations within the framework of Cooperation and before entering into Cooperation. Therefore, CIECH and [•] agree to conclude this Agreement in order to agree on the terms and conditions of disclosure and use of such Confidential Information.

**2. [DEFINITIONS]**

1. "**Confidential Information**" means any information, in particular of a technical, technological, commercial, financial, legal or organizational nature, in any form, whether written or oral, relating to a Disclosing Party (whether prepared by the Disclosing Party, its Representatives or otherwise, in whatever form or by whatever means of communication, and whether or not it is marked or otherwise identified as confidential), which has been made available, disclosed or transmitted to the Receiving Party or its Representatives by or on behalf of the Disclosing Party, on or after the date of this Agreement, including all oral and written information regarding the Party's financial statements, forecasts, evaluations, plans, programs, customers, suppliers, facilities, equipment and other assets, products (regardless of their stage of commercialization or research and development), processes, production, marketing, market data, research and development, data and results, concepts, knowledge, intellectual property (in particular, such as: patent applications that have not been published, know-how, technologies, scientific and technical strategies, programs and results), costs, margins and prices, potential clients, investors, potential investors, and other confidential information of the Disclosing Party including information constituting a business secret (within the meaning of Article 11 (1) and (2) of the Act on Combating Unfair Competition of April 16, 1993, Journal of Laws of 2022, item 1233)disclosed both before and after the date of entry into force of this Agreement by any entity, also during discussions between the Parties regarding potential Cooperation. In addition, "Confidential Information" shall be deemed to include all notes, analyses, research, interpretations, memoranda and other documents, materials or reports (in any form or medium) prepared by Receiving Party or any of its Representatives, to the extent that they contain, reflect or are based, in whole or in part, on Confidential Information provided to Receiving Party or its Representatives, pursuant to this Agreement, during or prior to its conclusion, in connection with or on the occasion of its execution. In the event of justified doubts as to the nature of the information received by the Receiving Party, it shall immediately request the Disclosing Party to specify the status (confidential or non-confidential) of the information received. Until the Disclosing Party receives appropriate confirmation (or denial) of the status of the information, the Receiving Party will treat such information as Confidential Information.

Notwithstanding the above, the term "Confidential Information" does not include information in respect of which the Receiving Party is able to provide evidence: (i) it was possessed by the Receiving Party or any of its Representatives before the Disclosing Party or any of its Representatives disclosed it hereunder; or (ii) it is or becomes publicly known (other than as a result of a breach of this Agreement by the Receiving Party or its Representatives); (iii) has been obtained by the Receiving Party or any of its Representatives from a third party on whom no confidentiality obligations have been imposed upon the Disclosing Party with respect to such information; (iv) has been independently developed by or on behalf of the Receiving Party or its Representatives without the use of Confidential Information; or (v) the Disclosing Party has marked the information as eligible for disclosure..

1. “**Related Part**y” means, in relation to a Disclosing Party, its parent undertaking or its subsidiary, jointly controlled, affiliated or associated undertakings within the meaning of accounting regulations.
2. “**Person**” means a natural person, a legal person or an organisational entity as referred to in Article 331 of the Polish Civil Code.
3. “**Representatives**” means, in relation to a Party or its Affiliates, the members of the board of directors, proxies, directors, partners, officers, employees, associates, advisors, agents and other representatives and potential representatives of that Party or its Affiliates, including current or potential legal, tax, accounting, consulting or financial advisors.

**3. [USE OF CONFIDENTIAL INFORMATION]**

1. **[Use]**. The Receiving Party may use the Confidential Information during the Term solely for the purpose of negotiating the terms of the Cooperation [•] and will not use the Confidential Information for any other purpose and will not use the Confidential Information for its own activities or for those of third parties.
2. **[The obligations of the Receiving Party].** The Receiving Party will keep the Confidential Information strictly confidential and will take all measures to maintain such confidentiality with at least the same degree of care as it maintains the confidentiality of its own Confidential Information, and in any case no less than due diligence which takes into account the professional nature of the Receiving Party's business. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to third parties other than Receiving Party Representatives during the Term and thereafter during the period determined in accordance with Section 8, but only to those who reasonably require access to such Confidential Information in connection with the establishment of Cooperation [•] and which: (i) have been informed of the confidential nature of the Confidential Information, prior to its disclosure and of the obligations of the Receiving Party under this Agreement and (ii) are or will be (at the latest prior to the disclosure of the Confidential Information to them in whatever manner) bound by an obligation of confidentiality with respect to such Confidential Information at least equal to that set out in this Agreement under the relevant agreement, law or code of ethics or (iii) make an appropriate declaration that they have read the content of this Agreement and be bound by its content, on an equal footing with the other Parties.. The Receiving Party shall be liable for any breach by any of its Representatives of the obligations set forth in this Agreement.

Should CIECH be the Receiving Party (either entirely or in a given situation) it shall be allowed to disclose the Confidential Information to its Related Parties, provided that (i) such disclosure shall be governed by this Agreement; (ii) the Related Party receiving the Confidential Information from CIECH shall adhere to the provisions of this Agreement; (iii) CIECH shall be liable for its Related Party’s infringement of this Agreement.

1. **[Legality]**. This Agreement shall not be deemed to restrict the Receiving Party or its Representatives from complying with an order (obligation) arising out of a legally valid and final (or immediately enforceable) decision of a court, competent law enforcement authority or competent administrative authority, including, in particular, competent securities regulatory authorities, obliging the Receiving Party to present or disclose Confidential Information, provided, however, that the Receiving Party should, to the fullest extent permitted by law, and taking into account the circumstances, promptly notify the Disclosing Party that it has received such an order (commitment) to enable the Disclosing Party to take action to amend or rescind such order, and the Receiving Party shall, in addition, cause each Receiving Party's relevant Representative to reasonably cooperate with the Disclosing Party in action to amend or rescind such order and in any related proceedings; in addition, if such an order is not amended or rescinded, the Confidential Information that the Receiving Party will be required to disclose will be limited to such information only as is required to be provided or disclosed to a competent court or authority under law or decision(s).
2. **[Return of Confidential Information]**. Upon termination or expiration of this Agreement or earlier at the request of Disclosing Party, the Receiving Party will, in the absence of any other statement from Disclosing Party, return the Confidential Information: (a) destroy any material medium containing the Confidential Information (including all copies or reproductions thereof, as well as all physical and electronic carriers on which Confidential Information is recorded), (b) immediately cease and cause its Agents to cease using the Confidential Information, and (c) certify in writing that the obligations under this Section 3.4 have been fulfilled. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Confidential Information received under or in connection with this Agreement in a file with its Legal Department for the sole purpose (if necessary): (i) to safeguard its rights and obligations with respect to such Information (including in connection with legal proceedings) or (ii) to ensure compliance with its statutory obligations (if any). Notwithstanding the destruction, removal or preservation of Confidential Information, the Receiving Party and its Representatives shall remain bound by their obligations under this Agreement.
3. **[Specific obligations under the MAR**]. The Receiving Party acknowledges that CIECH S.A. is a public company within the meaning of Art. 4.20 of the Act of July 29th, 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading and Public Companies (Journal of Laws of 2005, No. 184, item 1539, as amended) (the "Offering Act"), and that in connection with the establishment of Cooperation [•], the information referred to in Art. 7 of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC ("MAR") and in Article 4 point 31 of the Offering Act. Therefore, the Receiving Party undertakes to perform this agreement in accordance with the obligations arising from the MAR and other legal provisions applicable to Confidential Information, in particular, the Offering Act.

**4. [NO GUARANTEE]**

1. All Confidential Information is disclosed by Disclosing Party "as is", meaning that Disclosing Party hereby disclaims and disclaims any warranty or representation with respect to Confidential Information provided or disclosed by it or on its behalf as to its accuracy, completeness, quality, merchantability or fitness for a particular purpose. Disclosing Party shall not be liable, directly or indirectly, to Receiving Party for any damage that may arise from Receiving Party's permitted use of the Confidential Information or any errors in it or its incompleteness.

**5. [SUBCONTRACTOR]**

1. If the Disclosing Party agrees to do so in writing or by e-mail, under pain of nullity, then the Receiving Party may provide Confidential Information to its subcontractor if the provision of Confidential Information is necessary for the purposes of negotiations or Cooperation subject to the provisions of sec. 4 below . Receiving Party will only provide such Confidential Information to its subcontractor as is necessary for the proper performance of the duties referred to in the previous sentence.
2. Before providing Confidential Information to the subcontractor, the Receiving Party shall conclude an agreement on the protection of confidentiality of the Confidential Information provided to the subcontractor, the provisions of which shall regulate the protection of the Confidential Information at a level not worse than that specified in this agreement. In addition, in the contract with the subcontractor, the Receiving Party shall authorise the Disclosing Party to require the subcontractor to immediately remove the Confidential Information held by the subcontractor. Alternatively, the Subcontractor will be entitled to submit an appropriate declaration that he is familiar with the content of this Agreement and be bound by its content, equally with the other Parties.
3. Receiving Party shall ensure that the subcontractor does not violate the rules for the protection of Confidential Information as set out in this Agreement. Any breach of these principles by the subcontractor shall constitute a failure by the Receiving Party to perform the obligation referred to in Section 3 of this Agreement.
4. The Parties hereby agree that the Receiving Party may not provide Confidential Information (in accordance with paragraph 1 above) to its subcontractors, who are also competitors of the Disclosing Party (within the meaning of the Act on Competition and Consumer Protection (Journal of Laws of 2021, item 275), unless the Disclosing Party expressly agrees to it and at the same time determines the scope of the admissible disclosure of Confidential Information to such a subcontractor.

**6. [OWNERSHIP OF CONFIDENTIAL INFORMATION]**

1. Confidential information remains the sole property of the Disclosing Party. Nothing in this Agreement: (**a**) it does not transfer to Receiving Party any right, title, interest or permission to use (license) any of the Disclosing Party's Confidential Information (including any intellectual property rights contained therein) and (**b)** it creates any obligation, implicitly or otherwise, that the Disclosing Party will continue to negotiate any potential cooperation between the Parties (including for the purpose of establishing cooperation [•]) or to conclude any agreement with the Receiving Party in connection with such potential cooperation or otherwise, and any negotiations may be concluded at the sole discretion of either Party at any time for any reason.

**7. [CONTRACTUAL PENALTY]**

1. In the event of non-performance or improper performance of the obligations under this Agreement, including the obligation to maintain the confidentiality of Confidential Information and the prohibition on using the Confidential Information, i.e. points 3.1 and 3.2 and the prohibition of disclosing Confidential Information to competitors of the Disclosing Party (without its prior consent), i.e. point 5.4, the Receiving Party shall be entitled to calculate a contractual penalty of PLN 100 000,00 (say: one hundred thousand zlotys) for each case of breach of the obligation to maintain the confidentiality of Confidential Information.
2. Each case of breach of any other obligation under this agreement by the Receiving Party shall result in the obligation to pay a contractual penalty to the Disclosing Party in the amount of PLN 100 000,00 (in words: one hundred thousand zlotys) for each breach.
3. The Disclosing Party may claim damages transferring the amount of the reserved contractual penalty referred to in pt. 7 (1) and (2).

*the Receiving Party shall be liable for all damages (including, but not limited to, direct damages and lost profits) incurred by such non- or improper performance, on the basis of general provisions of Polish law.*

**8. [PERIODS OF USE]**

1. The period during which Confidential Information may be disclosed and received under this Agreement shall correspond to the period until the date of termination of the Cooperation ( date of completion of the RFP CS\_2023\_09\_00406 ). (on any basis and for whatever reason).
2. The obligations of the Receiving Party under this Agreement (in particular, but not exclusively those specified in Article 3 of this Agreement) will expire ten (10) years after the expiry of the Cooperation.

**9 [CONTRACTUAL CLAUSES OF CIECH]**

1. The Parties undertake to observe the Contractual Clauses of the CIECH Group, attached hereto, under the conditions specified therein (hereinafter referred to as "Contractual Clauses of the CIECH Group").
2. CIECH is entitled to terminate the agreement due to [ ]`s fault in the manner provided for in the general terms and conditions of the CIECH Group applicable to this Agreement, also in the case specified in:

1) § 4 sec. 1 of the Contractual Clauses of the CIECH Group,

2) § 9 sec. 1 of the Contractual Clauses of the CIECH Group;

1. The following appendices constitute an integral part of this Purchase Order:

1) Appendix No. 1 - Contractual Clauses of the CIECH Group,

2) Appendix No. 2 - Information on the processing of personal data by CIECH.

**10. [NON SOLICITATION]**

The Receiving Party undertakes that for the duration of the provisions of this Agreement and for any duration of discussions regarding the Cooperation [•] it will not try, directly or through its affiliates or subsidiaries, advisers, contractors or other third parties, in any form whatsoever, including through public announcements, to obtain for the purpose of employment or to initiate any other type of cooperation, any member of the management, associates or employees of the Disclosing Company, or to solicit any of the Disclosing Company clients whose data it obtained through access to Confidential Information.

**11. [MISCELLANEOUS AND FINAL PROVISIONS]**

1. **[Merger clause**.] This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any other agreement or understanding between the Parties in this respect regardless of the form in which it is concluded (oral, written, documentary).
2. **[Transferring rights and obligations**.] Neither Party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
3. **[Applicable law**.] The interpretation and implementation of this Agreement shall be governed by the provisions of Polish law.
4. **[Jurisdiction**.] The Parties hereby irrevocably and unconditionally agree to submit any disputes arising out of this agreement or arising in connection with its interpretation or execution to the court having jurisdiction over CIECH's seat.
5. **[Partial invalidity**.] If any provision of this agreement is considered invalid, ineffective or unenforceable in whole or in any scope, all other provisions of this agreement shall remain in full force and effect. The invalid, ineffective or unenforceable provision will be replaced by such valid, enforceable and equitable provision that comes as close as possible to the intentions of the Parties at the time of conclusion of this Agreement. It is the express intention of the Parties to maintain the validity and enforceability of all provisions of this Agreement other than those referred to in the first sentence.
6. **[Failure to exercise rights.]** Failure by the Disclosing Party to comply with any provision of this Agreement shall not constitute a waiver by the Disclosing Party of any provision thereof.
7. **[The headings**.] Except where the context otherwise requires, whenever the singular number is used, it shall also include the plural and the plural shall include the singular. The headings of this Agreement are for convenience only and do not define, describe, extend or limit the scope or purpose of this Agreement or of any provision contained in this Agreement.
8. **[Amendments**.] Any changes or modifications to this agreement must be made in writing or otherwise be null and void.
9. **[Copies**.] This Agreement is drawn up in two (2) identical copies, one for each Party. Each Party shall acknowledge receipt of one copy of this Agreement.
10. This Agreement shall be signed by the representatives of the Parties listed below and shall be effective from the Entry into Force Date.

|  |  |
| --- | --- |
| **ON BEHALF OF CIECH:** | **ON BEHALF OF [●]:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME][POSITION/FUNCTION/TITLE] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME][POSITION/FUNCTION/TITLE] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME][POSITION/FUNCTION/TITLE] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME][POSITION/FUNCTION/TITLE] |

**Appendix No. 1**

**CONTRACTUAL CLAUSES OF THE CIECH GROUP**

**SECTION I - DEFINITIONS**

**§ 1**

**DEFINITIONS**

For the purposes of this appendix (the “**Appendix**”) the below listed capitalised expressions shall have the following meanings, considering the fact that the said definitions, when used in the singular, shall have the relevant meaning when used in the plural, taking into account the case, whereby this rule shall apply accordingly to the terms defined in the text of the Appendix:

|  |  |  |
| --- | --- | --- |
|  | **CIECH** | a company (companies) of the CIECH Group, entering into an agreement with the Counterparty, to which these Contractual Clauses of the CIECH Group have been appended; |
|  | **CIECH Group**  | CIECH S.A. with its registered office in Warsaw and any companies with regard to which CIECH S.A. is the parent company within the meaning of the Act of 15 September 2000: the Code of Commercial Companies (consolidated text: Journal of Laws of 2019, item 505, as amended), including CIECH and any other entities related to CIECH S.A. as defined in the Act; |
|  | **Anti-Corruption Clause** | the clause indicated in § 3; |
|  | **No Conflict of Interest Clause** | the clause indicated in § 2; |
|  | **Counterparty** | the entity which entered into the Agreement with CIECH, indicated in the recitals of this Agreement, to which the Parties have enclosed the Appendix as an appendix thereto; |
|  | **Agreement****(Subject Matter of the Agreement)** | agreement (its subject matter, respectively) concluded between CIECH and the Counterparty, to which the Parties have enclosed this Appendix, together with execution contracts concluded on the basis of it (if applicable);  |
|  | **Party** | CIECH or the Counterparty. |

**SECTION II – ANTI-CORRUPTION REGULATIONS OF THE CIECH GROUP**

**§ 2**

**NO CONFLICT OF INTEREST CLAUSE**

1. “**Conflict of Interest**” shall be understood as a relationship between shareholders, partners, stockholders, members of the management board, members of the supervisory board of the Counterparty, persons employed by the Counterparty, persons representing the Counterparty, subcontractors of the Counterparty or any other individuals acting on behalf of the Counterparty (“**Representatives of the Counterparty**”) and members of the management board, members of the supervisory board of CIECH, persons employed by CIECH, persons representing CIECH, subcontractors of CIECH, or any other individuals acting on behalf of CIECH, members of the management board or supervisory board of CIECH (“**Representatives of CIECH**”), which may raise doubts as to their objectivity and impartiality in the performance of their official duties for reasons, among others, related to family, financial, personal, emotional, political, economic ties, or which influence, or may influence, even partially and indirectly, the implementation of the Agreement or any decisions made with regard to CIECH or the entire CIECH Group, causing, or being likely to cause, damage to CIECH or a CIECH Group entity.
2. The period of validity of the Agreement, in the No Conflict of Interest Clause and the Anti-Corruption Clause referred to below, shall be understood as the period of implementation of the Agreement, including the period of validity of the quality guarantee or warranty for defects.
3. The Counterparty represents that, to the best of its knowledge, there is no Conflict of Interest as at the date of conclusion of the Agreement.
4. The Counterparty agrees to exercise due diligence to the extent required for its economic activity, and to implement any measures in order to avoid any Conflict of Interest.
5. In the event of a suspicion or actual occurrence, during the term of the Agreement and executive contracts thereto, of a Conflict of Interest or a possible Conflict of Interest, the Counterparty agrees to immediately notify CIECH in writing of any such suspicion or Conflict of Interest and its circumstances, and to propose any action necessary to prevent or eliminate any such Conflict of Interest, as the case may be, taking into account the broadly understood interest of CIECH.

**§ 3**

**ANTI-CORRUPTION CLAUSE**

1. The Counterparty represents that prior to executing the Agreement, it has read and understood the following documents applicable at CIECH: the Anti-Fraud and Anti-Corruption Policy and the Procedure - Offering and Accepting Gifts and Hospitality in the CIECH Group, available at the following address: https://ciechgroup.com/fileadmin/Wazne\_dokumenty/Anti-Fraud\_and\_Anti-Corruption\_Policy\_of\_the\_CIECH\_Group.pdf (the “**Anti-Corruption Regulations**”), and agrees to comply with the rules set out in the Anti-Corruption Regulations in the same manner as if they were part of the Agreement. The Counterparty warrants and assures that the aforementioned obligation will also be fulfilled by the Representatives of the Counterparty by obliging them to become familiar with the Anti-Corruption Regulations.
2. The Counterparty represents that neither it nor any of the Representatives of the Counterparty has offered, promised or given, directly or indirectly, any material or personal benefits, in particular, in order to influence the decision to select its offer, to any of the following:
	1. any Representative of CIECH;
	2. any public official, which terms is understood as any natural person performing public functions in the meaning given to this concept in the legal system of the country in which the Agreement is performed and in the countries where both the Counterparty and CIECH are domiciled (have their registered offices);
	3. any member of a political party or a candidate for public office,

hereinafter collectively referred to as “**Persons**”.

1. The Counterparty represents that neither it nor any of the Representatives of the Counterparty has influenced the selection of its offer by CIECH in a manner that was against the law or ethical practice, in particular, by providing any material or personal benefits, and has not participated in any agreements or arrangements with third parties that would aim to exert such influence on the choice made by CIECH.
2. The Counterparty guarantees that during the term of the Agreement, neither it nor any of the Representatives of the Counterparty will provide, directly or indirectly, any material or personal benefits to Persons, in particular, in order to influence CIECH's decisions related to the Agreement.
3. The Counterparty guarantees that during the term of the Agreement, neither it nor any of the Representatives of the Counterparty will influence the Representatives of CIECH in a manner inconsistent with the law or ethical practice and will not participate in any agreements or arrangements with third parties that would affect the performance of the Agreement by CIECH.

**§ 4**

**SANCTIONS FOR NON-COMPLIANCE WITH THE ANTI-CORRUPTION REGULATIONS**

**OF THE CIECH GROUP**

* 1. If during the term of the Agreement:
	2. any of the above representations by the Counterparty proves to be false, or
	3. the Counterparty or any of the Representatives of the Counterparty flagrantly violates the rules, guarantees or obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause, or will do so in a notorious manner, or
	4. CIECH becomes aware of:
	5. any breach of the rules and obligations arising from the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to the Counterparty during the tender/bid proceedings, as a result of which the Agreement has been concluded,
	6. any of the representations made by the Counterparty under the No Conflict of Interest Clause or the Anti-Corruption Clause applicable to the Counterparty during the tender/bid proceedings, as a result of which the Agreement has been concluded, proves to be false;

it may be regarded as improper performance of the Agreement by the Counterparty, entitling CIECH to terminate the Agreement, or any execution contract to that Agreement (if concluded), for reasons attributable to the Counterparty.

* 1. The right stipulated in section 1 may be exercised by CIECH only if the Contractor continues to violate the obligations defined in this Chapter II or violations of the Anti-Corruption Regulations, despite the receipt of a request from CIECH to cease violations, within 15 days from the date of receipt of the request in such matter.

**§ 5**

**REPORTING VIOLATIONS OF ANTI-CORRUPTION REGULATIONS**

In order to properly fulfil the obligations set out in the No Conflict of Interest Clause and in the Anti-Corruption Clause, CIECH represents that during the term of the Agreement, it shall provide any person acting in good faith and representing the Counterparty or CIECH with the possibility to anonymously report any irregularities using the following internet platform: https://ciech.liniaetyki.com/.

**SECTION III - Code of the Business Partner of the CIECH Group**

**§ 6**

**REPRESENTATIONS AND OBLIGATIONS OF THE COUNTERPARTY**

1. The Counterparty represents that it has read and understood the content of the Code of the Business Partner of the CIECH Group 2021 which is available at https://ciechgroup.com/en/esg/ and https://esgciech.com/en/esgciech/#dokumenty (the “**Code**”).
2. The Counterparty agrees to comply with the provisions of the Code and further agrees that any of its officers, employees, associates and Subcontractors shall comply with the provisions of the Code.
3. The Counterparty agrees to report any suspected violations of the Code to CIECH.
4. The Counterparty herewith agrees and authorises CIECH, or a third-party entity acting on behalf of CIECH (the “**Third Party**”), to carry out audits at any place where the Counterparty conducts its activity, to confirm compliance with the Code (the “**Audit**”). During Audits, CIECH or the Third Party shall have the rights, among others, to obtain explanations and information, review documents and conduct interviews with the Counterparty's employees/associates, after signing a standard confidentiality (non-disclosure) agreement (NDA).
5. The Counterparty agrees to enable CIECH or a Third Party to conduct an Audit, provided that the intention to conduct the Audit has been notified to the Counterparty at least three (3) days in advance. CIECH shall have the right to conduct an unannounced Audit only in the event of obtaining information received pursuant to § 7 regarding the Counterparty and an alleged violation of the Code, or in the event of a justified suspicion (e.g. industry information, press releases, information in social media) that the Counterparty violates the rules of the Code or the obligations set out in this paragraph.
6. The Counterparty agrees to report any suspected violations of the provisions of the Code to CIECH subject to the terms and conditions set out in § 7 below.

**§ 7**

**REPORTING VIOLATIONS OF THE CODE**

Violations may be reported using one of the following communication channels:

1. URL: https://ciech.liniaetyki.com - an anonymous channel for reporting violations,
2. notification to the Compliance Officer of the CIECH Group:

by telephone, by calling: 00 48 669 600 218,

by email to the following address: compliance@ciechgroup.com or:

personal, written or letter notification: Compliance Officer of the CIECH Group, CIECH S.A. ul. Wspólna 62, 00-684 Warsaw, Poland.

**§ 8**

**SUBCONTRACTORS**

1. Third parties with regard to the Counterparty and CIECH, whose services are used by the Counterparty to fulfil its obligations to CIECH, as provided for in the Agreement, as well as any other entity fulfilling such obligations on behalf of such third party as a further subcontractor, and subcontractors of any further subcontractor (hereinafter collectively referred to as the “**Subcontractors**”) may perform activities within the framework of such obligations provided that they oblige themselves to the Counterparty, in writing and prior to any such activity, to comply with the provisions of the Code and agree to assume the obligations of the Counterparty set out in this Section III. These provisions shall apply to any further subcontractor of the Subcontractor.
2. The provisions of this Sections III relating to the Counterparty shall apply accordingly to Subcontractors, in particular, § 6 sections 4 and 6.

**§ 9**

**SANCTIONS FOR NON-COMPLIANCE WITH THE CODE**

1. If during the term of the Agreement:
2. the Counterparty or its Subcontractor flagrantly violates the obligations specified in this Section III,
3. CIECH becomes aware that the Counterparty has, or its Subcontractors have, flagrantly violated the rules set out in the Code,

this may be considered as improper performance of the Agreement by Counterparty and shall entitle CIECH to terminate the Agreement for reasons attributable to Counterparty, in the mode provided for in the Agreement.

1. The right provided for in Section 1 may be exercised by CIECH only if the Counterparty continues to violate the obligations set forth in this Chapter II or violations of the Anti-Corruption Regulations, despite the receipt of a request from CIECH to cease such breaches, within 15 days of the receipt of the request in this matter.

**SECTION IV – PERSONAL DATA**

**§ 10**

**PERSONAL DATA PROTECTION**

1. Each Party declares that it has the status of a controller of personal data in the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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) (the “**GDPR**”), in relation to the data of natural persons, namely:
	1. personal data of the other Party to the Agreement (if the other Party is a natural person conducting business activity, or partner in a civil law partnership),
	2. persons representing the other Party to the Agreement,
	3. persons indicated by the other Party to the Agreement as a contact persons or persons that perform this Agreement.
2. The information about the processing of personal data of the persons indicated in section 1 point (1) and section 1 point (2), is provided respectively for:
	1. CIECH – in appendix No. 2 to the Agreement,
	2. the Counterparty – in appendix No. 3 to the Agreement.
3. Each party agrees to fulfil the information obligation with regard to the other Party towards the persons indicated in section 1 point (3), by forwarding to them the content of attachments indicated in section 2 above, i.e.:
	1. the Counterparty shall forward the exhibit containing the clause related to the processing of personal data by CIECH;
	2. CIECH shall forward the exhibit containing the clause related to the processing of personal data by the Counterparty (if appended to the Agreement by the Counterparty).
4. Information on the processing of personal information by CIECH is also available at the following website: www.ciechgroup.com.

**Appendix No. 2**

|  |
| --- |
| **INFORMATION ON THE PROCESSING OF PERSONAL DATA BY CIECH** |
| **Controller**  | The controller is [name of a CIECH Group company] with its registered office in [city], at [street] (hereinafter also referred to as the “**controller**” or “**CIECH**”).   |
| **Contact details** | You may contact the controller via email at [·], over the phone at [·] or in writing at [·].[A data protection officer has been designated by the controller; you may contacted him/her by writing an email to: IOD@ciechgroup.com] You may contact the data protection officer in any matters related to the data processing and exercising rights in connection therewith. |
| **Source of the data** | We received personal data directly from you or your employer or your principal, who is our contractor. |
| **Scope of the data** | Personal data in the form of name, surname, function, contact details, in the case of the representatives personal data contained in the power of attorney (e.g. ID number, PESEL number) will be processed for the purposes stated below. |
| **Purposes of the processing, legal basis of processing and the term of storing data** | **FOR NATURAL PERSONS BEING A PARTY OF THE CONTRACT WITH CIECH:**CIECH processes your personal data for the purposes connected with: * conclusion and execution of the contract,
* determining and pursuing possible claims related to non-performance or improper performance of a contract,
* keeping contract documentation,
* accounting, financial and administrative support of the contract.

 The legal basis of processing your personal data is: * the necessity to conclude and perform the contract, incl. exercising rights and fulfilling obligation of the parties to the contract,
* legitimate interest of the controller, i.e. determining and pursuing possible claims related to non-performance or improper performance of a contract.

CIECH will process personal data until fulfilment of the legitimate interest of CIECH, especially connected with termination of possible claims, which may result from a concluded contract. CIECH will processes data included in tax documentation or in accounting documentation until the termination of the duty of storing data resulting from specific provisions. **FOR NATURAL PERSONS WHO REPRESENT THE ENTITY WHO HAS ENTERED INTO A CONTRACT WITH CIECH:**CIECH processes your personal data for the purposes connected with: * identification and the scope of authorization of persons authorized to represent the entity with which CIECH concludes a contract,
* for contacts in connection with the performance of the contract,
* keeping contract documentation,
* administrative service of the contract,
* determining and pursuing possible claims related to non-performance or improper performance of a contract.

The legal basis of processing your personal data is a legitimate interest of the Controller. CIECH will process personal data until fulfilment of the legitimate interest of CIECH, especially connected with termination of possible claims, which may result from a concluded contract. **FOR NATURAL PERSONS INDICATED IN THE CONTRACT AS CONTACT PERSONS OR THE PERSONS WHO EXECUTE THE CONTRACT:**CIECH processes your personal data for the purposes connected with: * contacting with you in current issues, including: performance of the contracts between CIECH and your employer/entity which you represent, making offers, responding to questions and providing other information on operations and possible forms of cooperation,
* keeping contract documentation,
* administrative service of the contract,
* determining and pursuing possible claims related to non-performance or improper performance of a contract.

The legal basis of processing your personal data is a legitimate interest of CIECH. CIECH will process personal data until fulfilment of the legitimate interest of CIECH, especially connected with termination of possible claims, which may result from a concluded contract.  |
| **Recipients of the data**  | The controller may transfer your personal data to the processors processing the data at the controller’s request, with the reservation that such processors process personal data on the basis of a contract made with the controller, within the scope of the aforesaid processing purposes and exclusively as requested by the controller - and also to CIECH Group companies. The legal basis for the transfer of personal data within the CIECH Group is the legitimate interest of the controller, i.e. internal administrative purposes.  |
| **Rights of person whose data are processed** | You have the right to access your data and the right to have them rectified, erased or have their processing restricted. At your request, the controller shall provide a copy of the personal data undergoing processing. For any further copies requested by you, the controller may charge a reasonable fee based on administrative costs.If the processing of your personal data is based on a legitimate interest of the controller, you have the right to object to the processing of your personal data.Where your data are processed by automated means for the purpose of signing and performance of a contract to which you are the party, you shall also have the right to data portability, i.e. the right to receive your personal data from the controller in a structured, commonly used and machine-readable format. You may transmit those data to another controller. You also have the right to lodge a complaint with the supervisory authority competent for the protection of personal data. In order to exercise the above rights, you shall contact the controller. The contact details have been provided above.   |
| **Information about necessity of giving data in case of persons being a party to an agreement**  | The provision of data in connection with the conclusion of the contract is necessary for its conclusion and execution. Without providing this data, it will not be possible to conclude a contract with CIECH.   |