



**GENERAL TERMS AND CONDITIONS OF SALE
AND USE OF FLOTA CARDS OF
ORLEN S.A.**

dated 16 August 2023

I. Applicability of the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. dated 16 August 2023

The present Terms and Conditions are effective as regards Cashless Transactions with Flota Cards of ORLEN S.A. The idea behind the Flota Card system is using Flota Cards of ORLEN S.A. by Flota for the support of Flota cars or drivers by Operators without cash (Cashless Transactions) with a deferred time-limit for payment, as recorded in the Operator's electronic system and settled by ORLEN S.A. after the lapse of the Flota support service settlement period adopted by the Parties to the Contract.

II. Definitions

The terms and phrases used herein bear the following meaning:

1. **AdBlue** – an aqueous urea solution reducing harmful exhaust particles, used with the latest generation of diesel engines. AdBlue is non-toxic, odourless, colourless, safe and environmentally friendly;
2. **Fuel Sales Development Office** – a business unit of ORLEN S.A. responsible for the support of Flota Cards;
3. **Working Days** – **all days except for Saturdays, Sundays and other bank holidays**;
4. **Flota** – the client with which ORLEN S.A. executed the Contract for the issue and use of Flota Cards, the holder according to the provisions of the Law on Electronic Payment Instruments;
5. **Hotline** – 24-hour service for clients of the Flota Scheme, available at 0 801 235 682 for landline phones and at 0 501 235 682 for mobile phones;
6. **K-type Flota Card** – a fuel card issued in accordance with the instructions of Flota: for the company name or last name of the person designated by Flota as an authorised user or canister or the name of a device/machine or another Flota equipment;
7. **S-type Flota Card** – a fuel card issued to the registration number of the Flota vehicle;
8. **Flota Cards** – fuel cards of ORLEN S.A. marked with the symbol "Flota" on the front, issued to Flota by ORLEN S.A. under the Contract executed between the parties:
 - a) **New Card** – a card for a new registration number of the vehicle or a new user,
 - b) **Renewed Card** – a card replaced by ORLEN S.A. after the expiry of the validity period of the previously used card,
 - c) **Replacement Card** – a duplicate issued due to the changed data on the card, loss or damage;
9. **Credit Limit** – the maximum amount of the trade credit granted by ORLEN S.A. up to which Flota may make cashless purchases with Flota Cards;
10. **Limit on the Flota Card** – the quantity and type of Products and Services indicated in the Requisition as regards each Flota Card and in the Flota Card structure, or the amount expressed in PLN up to which Flota may purchase Products and Services. The Limit on the Flota Card may be changed by Flota on the Website without having to replace Flota Cards;
11. **Login** – a name used to identify the Website User consisting of a string of characters assigned to a specific Website User. The login has the user's scope of rights assigned to it by Flota.
12. **Support of Flota Cards** – services of ORLEN S.A. on behalf of Flota, consisting in the preparation of: issue of Flota Cards, update of Flota Cards due to the expiry of their validity or changed data, replacement of Flota Cards in case of their loss or destruction, for which ORLEN S.A. charges a fee indicated in the Table of Fees;
13. **Operator** – an entity in charge of an ORLEN Fuel Station in the network of ORLEN S.A. fuel stations. The current index of fuel stations included in the Flota Card system is available at: www.orken.pl. The Operator may also be an entity operating a toll booth on toll roads, a repair shop or be any other service provider accepting Flota Cards or assigning transactions to a Flota Card under a contract executed with ORLEN S.A.;
14. **PIN** – a confidential four digit number of the Card holder, constituting an identification code within the meaning of the provisions of the Law on Electronic Payment Instruments;
15. **ORLEN S.A.** ORLEN Spółka Akcyjna, with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź – Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS: 0000028860, NIP: 774-00-01-454, REGON: 610188201, BDO: 000007103 share capital/paid-in capital: PLN 1,451,177,561.25.
16. **Receipt** – a substitute proof of the Printout from the Terminal, issued by the Operator for a Cashless Transaction in the event of any failure of the Flota Card or Terminal, confirmed by a legible signature of the user of the Flota Card;
17. **Website** – the Internet news website offering services that enable the management of Flota within the scope of the signed Contract for the issue and use of Flota Cards. The Website is addressed only to a group of users who have entered into a contract for the issue and use of Flota Cards with ORLEN S.A. The Website is available via the Internet at <https://flota.orken.pl/>;
18. **Products** – products listed in the Table of Products and Services, Annex 2 hereto;
19. **ORLEN Fuel Stations** – fuel stations of ORLEN S.A. with the ORLEN trademark;
20. **Parties** – ORLEN S.A. and Flota collectively;
21. **Table of Fees** – the table of fees for the issue and use of Flota Cards, Annex 1 hereto;
22. **Table of Products and Services** – Products and Services available in the Flota Scheme, Annex 2 to hereto;
23. **Terminal** – a kit consisting of a transmission terminal, a PIN pad and a printer installed at stations included in the Flota Card system owned by ORLEN S.A.;

- 24. Cashless Transactions** – continuous sale of Products or Services on behalf of Flota with Flota Cards, registered in the Operator's system;
- 25. Insurer** – the insurance company with which ORLEN S.A. currently has a policy in place to cover claims of Flota;
- 26. Contract** – the contract for the issue and use of Flota Cards, executed by and between Flota and ORLEN S.A., whose integral part are these Terms and Conditions;
- 27. Services** – services listed in the Table of Products and Services, Annex 2 hereto;
- 28. Law on Electronic Payment Instruments** – the Law of 12 September 2002 on electronic payment instruments;
- 29. Website User** – a person indicated by Flota who, for and on behalf of Flota, gains access to the Website and for whom Flota assumes full responsibility as regards all activities undertaken via the Website.
- 30. Terms and Conditions** – these General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. dated 16 August 2023;
- 31. Printout from the Terminal** – a document used to confirm a Cashless Transaction made by the user of the Flota Card;
- 32. Security** – established by Flota on behalf of ORLEN S.A. to secure claims of ORLEN S.A. which may arise in relation to the fulfilment of the provisions contained in the Contract;
- 33. Requisition** – Flota's application to ORLEN S.A. for the issue of Flota Cards, submitted by Flota after signing the Contract with ORLEN S.A. via e-mail or the Website or in writing.

III. General Information for users of Flota Cards

Flota Cards authorise Flota to enter into Cashless Transactions with Operators with which ORLEN S.A. executed relevant contracts, with the stipulation that aforementioned Cashless Transactions concern only Products and Services within the meaning hereof.

1. Ownership of Flota Cards

- a) Flota Cards are owned by ORLEN S.A. and, if they remain unused, they should be blocked immediately at the Website.
- b) Neither Flota nor the user has the right, without the consent of ORLEN S.A., to sell or otherwise dispose of Flota Cards provided to them in relation to the Contract executed.
- c) Flota undertakes to obtain a prior written consent of ORLEN S.A. for publishing the company name, trademark or logo of ORLEN S.A. on its website, list of counterparties, in brochures, adverts and any other advertising and marketing materials. In such a case, Flota undertakes to provide ORLEN S.A. with a draft of such materials to feature said data, attached to the request for approval.

Flota also undertakes to obtain the prior written consent from ORLEN S.A. to transfer any information pertaining to the Contract to mass media such as the press, radio, TV, the Internet. In such a case, Flota undertakes to submit to ORLEN S.A., alongside the application for the said consent, the content of such information as would be used in the mass media. Flota undertakes to comply with the obligations set out in letter (c) both during the contractual term and for a period of five (5) years thereafter.

In the case of the non-performance or improper fulfilment of the provisions specified in letter (c) above, ORLEN S.A. is entitled to charge the liquidated damages in the amount of PLN 100,000.00 (say: one hundred thousand Polish zloty) for each documented infringement. The payment of the liquidated damages referred to above does not limit the right of ORLEN S.A. to claim supplementary compensation under generally applicable law, if the amount of the incurred loss exceeds the reserved amount of the liquidated damages.

2. Types of Flota Cards

ORLEN S.A. issues the following types of cards:

- a) S-type Card;
- b) K-type Card.

3. Limits on the Flota Card

Flota is obliged to indicate in the Requisition the quantity or value Limit for purchases of Products and Services per each Flota Card. The Limit will be recorded in the structure of the Flota Card. The Limit may be changed by Flota on the Website without having to replace the Flota Card. It takes up to two (2) Working Days to change the Limit. The Flota Card is replaced in accordance with the properly applied provision of Section IV.4 hereof.

4. Validity period

The front of each Flota Card specifies the validity period, including the year, calendar month and day. The validity period of the Flota Card expires on the day specified on the Flota Card. Using the Flota Card upon expiry of this period is not possible.

5. Change of data on the Flota Card

In case the registration number of the vehicle or details of the user to whom the Flota Card is issued are changed, Flota should immediately block it and order a new one in accordance with Section IV.1.

6. Users of Flota Cards

Flota Cards may be used by each natural person having a full capacity to enter into legal transactions, authorised by Flota to enter into Cashless Transactions specified in the executed Contract for and on behalf of Flota.

The User of Flota Cards entitled to use the Flota Card, depending on its type, is:

- a) for the S-type Card – a driver of a vehicle with the registration number consistent with the number of the vehicle specified on the Flota Card;
- b) for the K-type Card – a person whose name is displayed on the Flota Card or a person using a Flota Card issued for the company name, canister or the name of a device/machine or other Flota equipment.

7. Additional documents/information

ORLEN S.A. has the right to make the execution of the Contract and the issue and use of Flota Cards conditional upon the submission of additional documents by Flota and/or transfer of additional information related to the financial standing for the evaluation of the payment reliability of Flota and the capacity for Flota to submit the Security in accordance with Section X(a) hereof. Failure to perform the obligation specified in the first sentence may result in a refusal to execute the Contract by ORLEN S.A.

8. Change of identification data of Flota

Flota is obliged to notify ORLEN S.A. immediately and no later than within five (5) Working Days about each and every change of identification and address data of Flota submitted to ORLEN S.A. at the time of entering into the Contract. This information may be submitted by snail mail, e-mail or telephone to the Fuel Sales Development Office. Flota is liable for any damage resulting from the failure to satisfy the obligation to submit said data.

IV. Principles and time limits for the issue of Flota Cards of ORLEN S.A.

1. Requisition

Flota cards are issued on the basis of a Requisition, which should be duly completed and forwarded by Flota to the Fuel Sales Development Office. It is possible for Flota to order Flota Cards via the Website or Hotline.

2. Time limits for the issue of Flota Cards

a) the first Flota Cards will be issued to Flota within fifteen (15) Working Days after the Contract has been signed and returned by Flota to the Fuel Sales Development Office, accepted by ORLEN S.A. the Security established by Flota or placing an order for Flota Cards via the Website or Hotline.

b) further Flota Cards will be issued within fifteen (15) Working Days from the date of receipt of a duly completed Requisition to the Fuel Sales Development Office or ordering Flota Cards via the Website or Hotline.

3. Time limit for the submission of the Requisition for a Renewed Card

In order to replace the Cards upon expiry, Flota is required to submit the Flota Card Requisition via the Website or Hotline no later than thirty (30) days prior to the expiry date of the currently held Flota Cards. Flota Cards will be issued to Flota within the period stipulated in Section IV.2(b) hereof.

4. Replacement Flota Card

In case the data on the Flota Card changes or the card is lost or destroyed, ORLEN S.A. will issue the Replacement Card based on an application with an order for the Flota Card via the Website or Hotline within the deadline set out in Section IV.2(b) hereof.

5. Receipt of Flota Cards

Flota cards are sent to Flota via the postal operator to the mailing address indicated by Flota.

V. Rules of safety and liability as regards the use of Flota Cards of ORLEN S.A.

1. Obligation to protect the Flota Card

Flota and the user of Flota Cards are obliged to:

- a) keep the Flota Card and protect the PIN with due care;
- b) not keep the Flota Card together with the PIN;
- c) not make the Flota Card or PIN available to unauthorised persons;
- d) immediately report to ORLEN S.A. any loss or destruction of the Flota Card, yet no later than within the time limits specified herein,
- e) protect the Flota Card against loss, destruction, damage and theft.

2. Procedure in the event of the loss or destruction of the Flota Card

In the event of the loss or destruction of the Flota Card, Flota is obliged to immediately block the card via the Website or Hotline. Additionally, Flota is obliged to confirm the notification by telephone or e-mail. Notifications of the loss or destruction of the Flota Card are received by the Hotline 24/7 at 801 235 682 for landline telephones and 501 235 682 for mobile telephones.

In each case of notifying the loss or destruction of the Flota Card via the Hotline, specify the following information:

- a) number of the lost or destroyed Flota Card;
- b) Flota name;

- c) S-type Flota Card – the vehicle registration number for which the Flota Card has been issued, K-type Flota Card – data on the Flota Card;
- d) Flota is also obliged to make available to ORLEN S.A. all information concerning the circumstances of the loss or destruction of the Flota Card.

ORLEN S.A. confirms the fact of cancelling the Flota Card by placing relevant information on the Website in the list of Flota Cards on the Flota account.

3. Liability of Flota

- a) Except as stated otherwise herein, Flota is fully responsible for the proper and safe use of all Flota Cards issued to it. In particular, Flota is responsible for Cashless Transactions made by unauthorised persons in case the obligations to protect the Flota Card by Flota or its user are breached, as specified in Section V.1 hereof;
- b) Flota is responsible, under generally applicable law, for all damage resulting from the non-performance or improper performance of the contractual provisions;
- c) Flota is responsible for all actions or omissions of users of Flota Cards, persons to whom Flota made the Flota Card available or to whom Flota disclosed PIN, as well as persons who obtained the Flota Card or PIN as a result of their improper storage;
- d) The responsibility of Flota covers all damage occurring or revealed during the validity period of the Contract and after its termination, irrespective of how it was terminated.

4. Limitations of liability on part of Flota

- a) The account of Flota is to be charged with Cashless Transactions made with the lost Flota Card until the notification of its loss to ORLEN S.A., up to the PLN equivalent of EUR 150 converted into Polish zloty according to the average PLN/EUR exchange rate published by the National Bank of Poland as at the notification date of its loss to ORLEN S.A. However, the aforementioned limitation does not apply to Cashless Transactions entered into as a result of the fault of Flota or the user of the Flota Card and, in particular, when Flota has not satisfied the obligations to protect the Flota Card, as specified in Section V.1 hereof, or obligations to report non-conformities in the statement of Cashless Transactions, as specified in Section VII.2 hereof;
- b) The account of Flota is not to be charged with Cashless Transactions entered into with the lost Flota Card having notified of its loss to ORLEN S.A., unless they are due to the deliberate fault of Flota or the user of the Flota Card.
- c) Flota is not to be charged with Cashless Transactions entered into with the lost Flota Card, if due to the unduly fulfilment of the obligation on the part of ORLEN S.A.

VI. Rules for entering into transactions with Flota Cards of ORLEN S.A.

1. Terms and conditions of a Cashless Transaction

Cashless Transactions entered into with Flota Cards should satisfy the following terms and conditions:

- a) the PIN entered by the user must be verified positively (accepted) by the Terminal servicing the Flota Card;
- b) if the S-type Flota Card is used, the vehicle whose registration number appears on the Flota Card should be located at the site where the transaction is entered into. Refuelling may only be carried out to a tank permanently fixed to the aforementioned vehicle and the Operator has the right to verify the conformity of the refuelled vehicle with the number assigned to the card, including with the monitoring system operating at Domestic Fuel Stations;
- c) if the K-type Flota Card issued for the full name is used, a Cashless Transaction may be entered into only by the person whose personal data is specified on the Flota Card;
- d) in case the K-type Flota Card issued for the company name or the bearer is used, the Cashless Transaction may be entered into by the Flota Card user authorised by Flota.

2. PIN

PINs for Flota Cards of ORLEN S.A. issued to Flota should be kept confidential by Flota and disclosed to authorised persons only. Flota is obliged to instruct all Flota Cards users on the rules for the proper use of Flota Cards with the PIN. In particular, Flota should inform Flota Cards users that their PIN may only be given in electronic devices while entering into Cashless Transactions with the Flota Card and that it should be entered in a manner preventing access to it by unauthorised persons. The Flota Card blocked having entered the wrong PIN number three (3) times may not be used again. The Card blocked with the PIN on a specific day remains inactive until the end of the day on which it was blocked.

3. Entering into Cashless Transactions

A Cashless Transaction is entered into with the Flota Card by presenting the Flota Card to the Operator, inserting the Flota Card by its user into the Terminal, entering the PIN and receiving the printout from the Terminal issued by the Operator, which printout confirms that the transaction has been entered into with the correct PIN. Using the Flota Card is possible having notified the Operator of the intention to enter into a Cashless Transaction with the Flota Card. Flota agrees that Operators in charge of toll booths on toll roads will also conduct the Cashless Transaction without verifying the PIN number.

4. Inability to enter into Cashless Transactions

- a) technical reasons – if during the sale of Products or Services the payment with the Flota Card turns out to be

impossible due to technical reasons, e.g. the Terminal is damaged, the Operator will contact the Hotline. If the Operator obtains permission for the Cashless Transaction, the Operator will register it by issuing a proper Receipt. The user of the Flota Card will receive the second copy of the Receipt upon the acceptance of the contents of the Receipt by a legible signature. Flota is responsible for the payment for the transaction specified above according to rules stipulated in the Contract and herein;

b) technical reasons – if during the sale of Products or Services the payment with the Flota Card turns out to be impossible due to technical reasons, e.g. the Terminal is damaged, the Operator will contact the Hotline. If the Operator obtains permission for the Cashless Transaction, the Operator will register it by issuing a proper Receipt. The user of the Flota Card will receive the second copy of the Receipt upon the acceptance of the contents of the Receipt by a legible signature. Flota is responsible for the payment for the transaction specified above according to rules stipulated in the Contract and herein;

If:

- Flota purchases Products or Services for the amount exceeding the Limit granted for the Flota Card for a specific period, then such a transaction will not be posted in excess of the Limit as the Cashless Transaction with the Flota Card. Some of Products and Services purchased outside the Limit on the Flota Card will charge Flota's account according to general rules applied at fuel stations (e.g. payment by cash or payment card).

- Flota purchases Products or Services and is not capable of performing the Cashless Transaction due to the previous exhaustion of the entire Limit on the Flota Card, such a transaction will not be posted as a Cashless Transaction with the Flota Card. Flota will be obliged to pay amounts due for all purchased Products or Services according to general rules applied at fuel stations (i.e. payment by cash or payment card).

c) Flota exceeds the Credit Limit – in the event that, during the sale of Products or Services, it proves impossible to enter into the Cashless Transaction with the Flota Card due to exceeding the Credit Limit, then the transaction will not be posted as the Cashless Transaction with the Flota Card. In such a case, Flota will be obliged to pay amounts due for all purchased Products or Services according to general rules applied at fuel stations (i.e. payment by cash or payment card).

d) damage to the Flota Card indicating its improper storage or use – if during the sale of Products or Services the Operator discovers damage to the Flota Card, then the transaction will not be posted as the Cashless Transaction with the Flota Card. Flota will be obliged to pay amounts due for all purchased Products or Services according to general rules applied at fuel stations (i.e. payment by cash or payment card).

e) the user of the Flota Card uses it after its expiry date, uses the blocked Flota Card or blocked Flota Card with the PIN – if, during the sale of Products or Services, the Operator finds that the Flota Card is invalid, blocked or reserved, then the transaction will not be posted as the Cashless Transaction with the Flota Card. Flota will be obliged to pay amounts due for all purchased Products or Services according to general rules applied at fuel stations (i.e. payment by cash or payment card).

5. Proof of a Cashless Transaction

Each and every Cashless Transaction will be registered in the system with the stated number of the Cashless Transaction, date, place, value and quantity of Products or Services purchased. Entering into a Cashless Transaction by the user of Flota Cards will be confirmed by a Printout from the Terminal or a Receipt. When receiving a copy of the document, the Flota Card user will verify the accuracy of the data contained therein. The Flota Card user may not request that the registration number of a vehicle, canister, device/machine or Flota equipment other than that to which fuel has been fuelled be entered into the cash register system.

6. Cancellation of Flota Cards

PKN ORLEN S.A. will cancel the Flota Card if any of the following situations occurs:

- a) submission of a request for the cancellation of a specific Flota Card by Flota;
- b) finding out about the violation of the contractual provisions by Flota through default in the timely payment of amounts due on behalf of PKN ORLEN S.A.;
- c) ORLEN S.A. finding out about the financial destabilisation of Flota, which justifies the concern for the cessation of payments of amounts due for Cashless Transactions.
- d) Flota exceeding the Credit Limit;
- e) failure to provide the Security, documents or information required by ORLEN S.A. within the stipulated time limit, as referred to in Section III 7 hereof;
- f) withdrawal by the Insurer of the insurance limit granted to Flota.

7. Denial of a Cashless Transaction

In the case of any doubts that are justified in the Operator's opinion as to the conformity of a Cashless Transaction being entered into, the Operator may refuse to enter into the Transaction if:

- the user of the S-type Flota Card wishes to enter into the Cashless Transaction for a vehicle other than the one whose registration number appears on the Flota Card;
- the user of the S-type Flota Card wishes to enter into the Cashless Transaction in order to fill up with fuel a canister-type container or other not being a fuel tank permanently fitted in the vehicle whose registration number appears on the Flota Card;

- the user of the K-type Flota Card is any other person than the one whose full name appears on the Flota Card;

In the above cases, ORLEN S.A. is not responsible for the refusal to accept the Flota Card by the Operator and for the refusal to authorise the Cashless Transaction.

VII. Settlement of Cashless Transactions

1. General rules

- a) The rules for the settlement of Cashless Transactions are governed under the Contract. Invoices for Cashless Transactions entered into by Flota with Flota Cards are to be issued by ORLEN S.A. after the end of each settlement period under the Contract and sent to Flota immediately, yet no later than within seven (7) days from the date of sale. The date of sale for Cashless Transactions is the last day of the settlement period accepted by the Parties to the Contract;
- b) statements of Cashless Transactions made in a given settlement period are available at the Website;
- c) failure to repay the debt arising from invoices within the deadline results in ORLEN S.A. charging statutory interest on the overdue amount for each default day and request for Flota to immediately pay such amounts due;
- d) ORLEN S.A. may block all fuel cards issued to Flota. It will not be possible to enter into Cashless Transactions using blocked Flota Cards until overdue payments have been made. The decision to unblock Flota Cards is to be made by ORLEN S.A. Flota Cards may be unblocked no sooner than within twenty four (24) hours from the date on which outstanding receivables, including any interest, are credited to the account of ORLEN S.A. and provided that Flota has valid Security. Flota should always notify ORLEN S.A. of the fact that it has paid its liabilities.

Flota is obliged to repay the debt arising from the invoice without an additional request for payment from ORLEN S.A. and undertakes to pay such amounts due for Cashless Transactions in accordance with prices applicable with the Operator at the time of using the Flota Card to enter into a Cashless Transaction, minus granted deductions specified in the currently binding Contract by and between PKN ORLEN S.A. and Flota, if relevant.

2. Non-receipt or non-conformity on the statement of Cashless Transactions

Flota is obliged to submit to ORLEN S.A. a written stipulation as to any non-conformities of Cashless Transactions within fourteen (14) days from receiving the invoice and the statement from ORLEN S.A. Such complaints will not be considered when submitted after the aforementioned deadline. The day of uploading the statement at the Website is considered to be the day of receipt of the statement. In such a case, Flota is required to notify ORLEN S.A. in writing particularly of: contested Cashless Transactions included in the statement, errors or other non-conformities in the settlement. ORLEN S.A. will examine these complaints pursuant to Section IX hereof. Submission of a written objection by Flota as to any non-conformity of Cashless Transactions does not release Flota from the obligation to pay within the required time limit any amounts due under the Contract for the issue and use of Flota Cards executed by and between Flota and ORLEN S.A.

3. Confirmation of Cashless Transactions by Flota

Failure to submit objections referred to in Section VII.2 hereof is regarded as Flota confirming Cashless Transactions included in the invoice and statement.

4. Settlement of Flota Cards Support Services

Flota Cards Support Services are to be settled on the last day of the calendar month, irrespective of the settlement period selected by Flota. The day of performance of Flota Cards Support Services is to be the last day of the calendar month in which Flota Cards were issued, irrespective of settlement periods selected by Flota.

The invoice documenting the sale of Cashless Transactions referred to in Section VII.1 hereof will include the aforementioned services.

VIII. Website

1. General rules

The Website is a tool for managing the car fleet via the Internet. Flota gains free access to the Website with its individual Login and password. The application to set up an account on the Website in writing should be sent to the following address: portalflota@orlen.pl. Access data is sent to the e-mail address of the indicated Website User listed in the application. Mailing data of the Website User provided by Flota will be used for exchanging electronic information between Flota and ORLEN. The multi-level protection system guarantees the full protection of business data of Flota.

2. Scope of liability

- a) Flota undertakes not to make available the access data (Login and password) to the Flota Website to third parties;
- b) Flota undertakes to use the Website in accordance with legal provisions in force, good practices and while observing intellectual property rights;
- c) ORLEN S.A. reserves the right to unilaterally decide about the contents of the Website, as well as changes and modifications made thereto;
- d) ORLEN S.A. has uploaded at the Website materials protected by copyright, including: documents, trademarks

and other works, particularly texts, photographs and artwork, and the adopted selection and layout of contents of the Website constitute an autonomous subject of protection on the grounds of the copyright law;

e) while making contents being an autonomous subject of protection on the grounds of the copyright law available on the Website, ORLEN S.A. draws the attention of Flota to the necessity of respecting intellectual property rights;

f) Flota is fully liable for all its operations made on its account on the Website, and Flota bears the same liability for operations made by the Website User, persons to whom it made available the Login and password to the Website and persons who obtained the access to the Login and password to the Website as a result of insufficient protection of such data by Flota.

IX. Complaints

1. Flota has the right to file complaints pertaining to issues other than the ones specified in Section VII.2 hereof in writing, otherwise null and void, to the address of ORLEN S.A. specified by the Hotline, yet no later than within fourteen (14) days from the day when Flota learned or could have learned, while exercising due care, about the action of ORLEN S.A. being complained against. Complaints will not be considered when submitted after the aforementioned deadline.

2. Flota is obliged to attach to each complaint a confirmation of entering into the Cashless Transaction being complained against and other documents proving the legitimacy of the complaint.

3. ORLEN S.A. will consider the complaint mentioned in Section IX.1 hereof within fourteen (14) days from the date of its receipt by ORLEN S.A. If the consideration of the complaint makes it necessary to gather additional information, in particular to obtain it from Flota or the Operator, ORLEN S.A. will consider the complaint within fourteen (14) days from the date of receipt of such information.

4. Failure to file the complaint by Flota meeting the requirements from Section 1 and 2 above within the period specified in Section IX.1 hereof results in the loss of the right to make such a complaint.

5. The filing of a complaint by Flota does not release Flota from its obligation to make the timely payment of the amount due in full as shown on the invoice.

X. Security for claims

a) Establishment and selection of the form of Security

In order to enable ORLEN S.A. to satisfy any of its claims that may arise from the non-performance or improper performance of the Contract, including default in payment of amounts due for Cashless Transactions, Flota is obliged to establish at its cost and within the time limit specified in the Contract a Security for payment in the form, amount and for the period agreed upon with ORLEN S.A. The Security may be established in the form of: blank promissory note with or without surety, guarantee/surety provided by other business entities (not being a bank or insurance company), insurance guarantee, bank guarantee, deposit on ORLEN S.A.'s bank account, insurance of receivables with the Insurer or other form indicated by ORLEN S.A. The provision of security for trade receivables in the form of a security deposit requires the prior execution of a security deposit contract (or an appropriate addendum). The deposit contract includes but is not limited to the amount of the deposit to be paid to secure receivables from ORLEN S.A. for future transactions under the Flota Scheme. Flota is obliged to present to ORLEN S.A. a proof of that the Security has been established no later than within seven (7) Working Days from the day of establishing the Security. ORLEN S.A. verifies the established Security in formal and legal terms up to fourteen (14) Working Days from the day of receiving the proof of establishing the Security.

b) In the case of tender customers covered by the Act from the public sector, ORLEN S.A. may waive the requirement for Flota to establish the Security by establishing a limit of trade credit from ORLEN S.A. based on the fuel purchase declaration.

c) Verification of the Security form during the contractual term

At any time, ORLEN S.A. may:

- assess the financial reliability of Flota based on up-to-date financial documents provided by Flota in electronic form and signed with a qualified electronic signature or in paper form, certified as true copies of the original by an authorised person,
- demand an increased value of the established Security,
- demand an establishment and presentation of another Security within the period specified by ORLEN S.A.
- request an explanation of the entry in the National Debt Register, where in the absence of an explanation the Security may be cancelled and purchases put on hold.

If the requirement for Flota to establish the Security is waived, ORLEN S.A., based on documents presented by Flota constituting the legal basis for its business activity and the financial documents indicated above, may grant Flota the Credit Limit. Information thus obtained will be used by ORLEN S.A. only for the purpose of evaluating the payment reliability of Flota. ORLEN S.A. undertakes to maintain the secrecy of information obtained by it and ensure a sufficient protection of such information against third party access. ORLEN S.A. has the right during the contractual term to review the decision issued.

d) Change of the factual or legal state

Flota is obliged to notify ORLEN S.A. in writing about any changes of factual and legal circumstances concerning it that affect the evaluation of financial reliability of Flota, in particular those concerning its legal status, within five (5) Working Days from the day of occurrence of the event causing the change to occur. Any change in the legal personality of the

counterparty will require the data contained in the contract to be updated by means of signing an addendum or a new contract, unless the legal succession of entities results from generally applicable legislation.

e) The Contract becoming effective

The Contract comes into force on the condition that the Security is established by Flota and as at the day of its acceptance by ORLEN S.A. In the event that ORLEN S.A. waives the requirement for Flota to establish the Security, the Contract comes into force as at the date of its signing.

XI. Termination of the Contract

1. Withdrawal from the Contract

Flota has the right to withdraw from the Contract within fourteen (14) days from the day of receiving the first Flota Card, if it did not perform any Cashless Transaction with this Flota Card. In such a case, ORLEN S.A. retains the right to charge costs related to the support of Flota Cards to Flota in accordance with the Table of Fees.

2. Termination of the Contract

Except as stated otherwise herein, the Contract may be terminated at one (1) month's notice by any of the Parties.

3. Termination of the Contract by ORLEN S.A. for important causes

1) ORLEN S.A. may terminate the Contract for important causes, with immediate effect.

Important causes are considered any of the following circumstances:

- a) non-performance or improper performance by Flota of the contractual provisions as regards the timely payment of amounts due under invoices issued by ORLEN S.A.;
- b) provision of false information by Flota at the time of entering into the Contract;
- c) conduct on the part of Flota that exposes or threatens to expose ORLEN S.A. to damage or violates or threatens to violate any interest of ORLEN S.A. protected under law;
- d) ORLEN S.A. finding out about the financial destabilisation of Flota, which justifies the concern for the cessation of payments of amounts due for Cashless Transactions. In such a case, ORLEN S.A. will send to Flota a written notification stating the circumstances on which its evaluation of the financial statement of Flota is based with a request for immediate explanations, and upon lapse of twenty four (24) hours from sending the notification – if no explanations or insufficient explanations are made, it will send to all Operators in electronic form an order/instruction blocking the further use of Flota Cards by Flota;
- e) failure to satisfy the obligation to increase the value of the Security or to establish any other Security by Flota, which may be imposed by ORLEN S.A. according to the rules specified in Section X hereof;
- f) performance of the Contract results in a loss for ORLEN S.A.;
- g) failure to enter into Cashless Transactions for a period of three (3) months;
- h) failure to fulfil the declared level of purchases of Products and Services within three (3) months from the receipt of Flota Cards;
- i) cessation to implement the Flota Scheme allowing for entering into Cashless Transactions with Flota Cards, according to the rules specified herein.
- j) deletion of Flota from the Register of Entrepreneurs of the National Court Register or, in the case of natural persons conducting business activity, including partners in a civil law partnership, from the Central Register of Entrepreneurs and Information on Business Activity.
- k) acquisition of Flota by another entity.

3) In the event of the Contract is terminated, Flota is obliged to immediately block and destroy the Flota Cards in its possession of its own accord. Amounts due for Products and Services purchased before blocking and destroying Flota Cards will be charged to the account of Flota.

4. Final settlement of Cashless Transactions

The expiration of the Contract does not change such rules as may apply to the settlement of Cashless Transactions – they remain in force until the complete settlement of Cashless Transactions entered into with Flota Cards by Flota. Invoices will cover amounts due under Cashless Transactions made for Flota until the expiration of the Contract. The invoices referred to in the previous sentence will be immediately sent to the address of Flota.

XII. Amendment to General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. and the Contract

1. All amendments to the Contract should be made in writing or electronically, otherwise being null and void. Any notices, letters, correspondence and documents related to the Contract as well as the performance thereof should be prepared in writing electronically in the Polish language.

2. ORLEN S.A. is entitled to amend the Terms and Conditions during the contractual term.

In the event of a change hereto, ORLEN S.A. will notify Flota of the changes made by e-mail to the e-mail address provided by Flota on the Website or, if Flota has not provided an e-mail address, in writing. Notwithstanding the above, an updated version hereof will be uploaded for download on the ORLEN S.A. website. If Flota does not accept amendments hereto, it should terminate the Contract within fourteen (14) days from receiving information on the amendment hereto. Failure to terminate the Contract by Flota will be considered the acceptance of the current General Terms and Conditions of Sale and Use of Flota Cards

The Parties agree that an amendment to the Table of Fees and the Table of Products and Services as to the extension of the available assortment during the contractual term does not constitute an amendment hereto or

amendment to the Contract and, therefore, does not require the procedure described in this point to be implemented.

3. As regards all Contracts which referring in their substance to the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. dated 1 July 2008 or 1 July 2010 or 1 April 2011 or 1 July 2012 or 1 July 2014 or 24 May 2018, these General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. dated 16 August 2023 apply accordingly.
4. To the provisions of the Contract referring to Section 10(a) of the General Terms and Conditions of Sale and Use of Flota Cards of PKN ORLEN S.A. dated 1 July 2008, Section X(a) hereof apply accordingly.

XIII. Invalidity clause

If any of the provisions hereof is not applicable to Flota, this will not affect the effectiveness of the other provisions hereof.

XIV. Information on the principles of personal data processing

1. The controller of your personal data is ORLEN S.A., with its registered office in Płock, ul. Chemików 7, (hereinafter: ORLEN S.A.). Contact telephone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00. You may also contact the Data Controller:

- a) by mail at: ul. Chemików 7; 09-411 Płock,
- b) by e-mail at: daneosobowe@orlen.pl.

2. ENERGA-OBRÓT S.A., with its registered office in Gdańsk, al. Grunwaldzka 472, 80-309 Gdańsk, and companies in our capital group that have entered into a Contract on the joint controllership of personal data also participate in the processing of your personal data. The joint processing of your personal data is carried out for the purposes we set out in section 6. Our group companies act as Joint Data Controllers. The processing of your data is conducted on the basis of appropriate arrangements that set out the principles of the common purposes of the processing and the principles of interaction that ensure that your rights may be effectively exercised and your interests protected. Detailed information on the Joint Controllers can be found at www.orlden.pl under the "Personal Data" tab.

3. ORLEN S.A. has appointed the Data Protection Officer. Information on the Data Protection Officer can be found at www.orlden.pl under the "Contact" tab. Contact the Data Protection Officer of PKN ORLEN S.A. at the following e-mail address: daneosobowe@orlen.pl. You may also contact the Data Protection Officer in writing by snail mail at the address of the registered office of PKN ORLEN S.A., specified in Section 1, with the following postscript: "Data Protection Officer."

4. Information on the Data Protection Officers appointed by the other Joint Controllers can be found at www.orlden.pl under the "Personal Data" tab.

5. ORLEN S.A. processes your personal data for the purposes of and based on the following legal provisions:

- a) in the case of sole traders and representatives or proxies of commercial law companies and business entities conducting business in other legal forms – in order to take actions related to the execution and performance of a relevant business contract, including the settlement of Cashless Transactions, their documentation, the establishment of the Security and its periodic verification under the Contract and the processing of complaints (legal basis: Article 6(1)(b) of the GDPR),
- b) for the purpose of fulfilling ORLEN's legal obligations, in particular obligations of an obliged institution under the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018 (the "AML" Act), obligations under tax and accounting law, obligations under the Polish Civil Code, obligations related to the prevention of fraud and irregularities related to anti-corruption legislation, as well as the prevention of fraud and conflicts of interest in business processes (legal basis: Article 6(1)(c) of the GDPR),
- c) in order to pursue the legitimate interest of ORLEN S.A. in conducting its business in compliance with high ethical standards (legal basis: Article 6(1)(f) of the GDPR),
- d) in order to fulfil the legitimate interest of ORLEN S.A. in establishing or maintaining business relations, including appropriate correspondence or telephone contacts, including potential contact in case there are reasonable doubts that payment has been charged for goods or services not actually purchased or lack of/erroneous payment for a transaction made at a fuel station with Flota Cards (legal basis: Article 6(1)(f) of the GDPR),
- e) in order to pursue the legitimate interest of ORLEN S.A. in conducting internal business analyses related to customer service, conditions of current business cooperation or possibility of its development (legal basis: Article 6(1)(f) of the GDPR),
- f) for direct marketing of products or services of ORLEN S.A. and our capital group to the extent resulting from the content of granted consent to the communication (legal basis: Article 6(1)(f) of the GDPR),
- g) in order to pursue legitimate interests in the form of establishing, investigating and defending against claims (legal basis: Article 6(1)(f) of the GDPR).

6. ORLEN S.A. and other companies of our capital group acting as Joint Controllers process your personal data for the purposes and on the basis of the following provisions:

- a) in order to pursue the legitimate interests of our capital group arising from intra-group customer service contracts, including the provision of customer service by the company responsible for a specific business

- segment or group (legal basis: Article 6(1)(f) of the GDPR),
- b) in order to pursue the legitimate interest of our capital group in conducting internal business analyses related to customer service, conditions of current business cooperation or possibility of its development (legal basis: Article 6(1)(f) of the GDPR),
 - c) for direct marketing of products and services of our capital group to the extent resulting from the content of granted consent to the communication (legal basis: Article 6(1)(f) of the GDPR),
 - d) in order to pursue legitimate interests with regard to establishing, investigating and defending against claims (legal basis: Article 6(1)(f) of the GDPR).
7. Your personal data may be disclosed by ORLEN S.A. to the other companies cooperating with our capital group and entities (recipients), in particular to entities providing invoicing, settlement of receivables, service of correspondence and consignments, legal service, debt collection, archiving.
8. Where your personal data has not been obtained directly by ORLEN S.A., we may have received it from other companies in our capital group or from entities providing distribution services for certain products. Your personal data may also have been obtained from publicly available sources, including business websites.
9. Your personal data will be processed for the duration of the economic agreement and for the period stipulated by law, not less than until the expiry of mutual claims arising from the agreement. The provision of personal data is voluntary, however, necessary for the execution and performance of the contract. Where the processing of your personal data is based on consent, your personal data will be processed until the consent is withdrawn.
10. In relation to the processing of your personal data you are have:
- a) the right to access your data,
 - b) the right to request the rectification of your personal data,
 - c) the right to delete your personal data,
 - d) the right to restrict the processing of your personal data,
 - e) the right to data portability,
 - f) the right to object to the processing of your personal data in cases where ORLEN S.A. or the Joint Controller processes it on the basis of its legitimate interest.
11. You may also withdraw the consent you have given for marketing communications. You may withdraw your consent via a special link provided in our e-mails and during telephone contact with representatives of the ORLEN S.A. sales office conducting marketing communications. You may also withdraw your consent by sending an e-mail to the relevant ORLEN sales office. The current contact details of our sales offices can be found at www.orken.pl and in the content of the contact forms used to obtain consents for marketing communications.
12. If you wish to exercise your rights, please contact ORLEN S.A. or the Data Protection Inspector, in accordance with the contact data specified in points 1 and 3. The contact data provided also enable direct exercising of rights resulting from the applicable regulations on personal data protection with regard to processing operations carried out jointly by ORLEN S.A. and each of the Joint Controllers.
13. You also have the right to lodge a complaint with the President of the Data Protection Authority as regards matters pertaining to the processing of your personal data.

XV. Final provisions

1. Offsetting

Flota authorises ORLEN S.A. irrevocably and unconditionally, after the notification of Flota and irrespective of the time of maturity of the debt towards ORLEN S.A., to offset amounts due to Flota from ORLEN S.A. against amounts due to ORLEN S.A. from Flota under the Contract.

2. Governing law

As regards matters not governed hereby and the Contract, the provisions of the Polish law apply accordingly.

3. Settlement of disputes

The Parties undertake to take actions in good faith to settle amicably all disputes and differences of opinions resulting from the Contract or its interpretation. Should the amicable settlement of a dispute fail, the Parties jointly agree that all disputes related to or arising from the Contract will be settled by a common court of local and material jurisdiction for the registered office of ORLEN S.A.

4. Large enterprise status

Acting pursuant to Article 4c of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions, ORLEN S.A. represents that it has the status of a large entrepreneur.

Annex 1 to the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A.

TABLE OF FEES

Title	Charges
New Flota Card	PLN 10.00 + value added tax according to the applicable VAT rate
Replacement Flota Card	PLN 10.00 + value added tax according to the applicable VAT rate
Fees payable to ORLEN S.A. in the event of withdrawal from the Contract in accordance with the procedure indicated in Section XI.1 of the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A. dated 16 August 2023.	number of Flota Cards issued to the fleet x PLN 20.00 + tax on goods and services at the applicable VAT rate

Annex 2 to the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A.

TABLE OF PRODUCTS AND SERVICES AVAILABLE IN THE FLOTA SCHEME

Product name	Product Group
Diesel/Efecta Diesel	01
Verva diesel oil	02
Eurosuper 95/ Efecta 95 petrol	03
Hydrogen	04
Verva98/ Super Plus 98 petrol	05
LPG	06
Engine oils	11
Operating fluids	12
Lubricating oils	13
Other petroleum products	14.
Car services	20.
Other services	21
Car cosmetics	29.
Car accessories	30
Motorway fees	36
Industrial goods	50
Food products	51
Non-alcoholic beverages	52
Tobacco products	53
Alcoholic beverages	54
Stop Cafe foodstuffs	55

Annex 3 to the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A.

NOTE related to information obligations of a listed company

Version I* for counterparties being undertakings whose financial instruments are listed on a stock exchange in a Member State of the European Union

Both parties are subject to the information obligations in relation to the capital market that are governed by 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, as amended (hereinafter "MAR").

Therefore, applying the provisions of the aforementioned regulation:

1. Each party will notify the other of its intention to make public information related to this contract if it considers it to be confidential information within the meaning of the MAR Regulation.
2. Confidential information within the meaning of the MAR must not be used or unlawfully disclosed by the other party to the contract and persons working on its behalf. In the event of insider trading and unlawful disclosure, the sanctions provided for in the MAR apply accordingly.
3. In the event that both parties consider this contract to be confidential information within the meaning of the MAR Regulation, the parties allow themselves to be consulted on the scope of information that is the subject of official stock exchange announcements concerning this contract.

Version II* for counterparties being undertakings whose financial instruments are not listed on a stock exchange in a Member State of the European Union

ORLEN S.A. is subject to the information obligations in relation to the capital market that are governed by 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, as amended (hereinafter "MAR").

Therefore, applying the provisions of the aforementioned regulation:

1. ORLEN S.A. will notify the other party to the contract of its intention to make public information related to this contract if it considers it to be confidential information within the meaning of the MAR Regulation.
2. Confidential information within the meaning of the MAR must not be used or unlawfully disclosed by the other party to the contract and persons working on its behalf. In the event of insider trading and unlawful disclosure, the sanctions provided for in the MAR apply accordingly.

Annex 4 to the General Terms and Conditions of Sale and Use of Flota Cards of ORLEN S.A.

ANTI - CORRUPTION CLAUSE

1. Each Party represents that, as regards the performance hereof, it will exercise due diligence and comply with all applicable laws on the prevention of corruption issued by authorised bodies in Poland and in the European Union, both directly and through controlled or affiliated business entities of the Parties.
2. Each Party represents that it has implemented procedures to prevent corruption and conflicts of interest .
3. Additionally, each Party represents that as regards the performance hereof, it will comply with all applicable requirements and internal regulations of the Parties pertaining to standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflict of interest, giving and receiving gifts and anonymous reporting and clarification of irregularities, both directly and through controlled or affiliated business entities of the Parties.
4. The Parties ensure that in relation to the execution and performance hereof neither Party, nor any of their respective owners, shareholders, stockholders, members of the Management Board, directors, employees, subcontractors, or any person acting on their behalf, will make, propose or promise to make or will authorise any payment or other transfer for financial or other benefit, directly or indirectly, to any of the following:
 - (i) an officer, director, employee or agent of a Party or of any controlled or affiliated business entity of the Parties,
 - (ii) a public official within the meaning given to that term in the legal system of the country where this Contract is to be performed or where the registered offices of the Parties or of any controlled or affiliated business entity of the Parties are located;
 - (iii) a political party, political party member or candidate for government office;
 - (iv) an agent or intermediary in return for payment of any of the foregoing; or
 - (v) another person or entity for the purpose of obtaining their decision, influence or action that may result in any unlawful preferential treatment or for any other improper purpose, if such an action violates or would violate anti-corruption laws issued by authorised bodies in Poland and in the European Union, either directly or through controlled or affiliated business entities of the Parties.
5. The Parties are obliged to notify each other immediately of any breach of this anti-corruption clause. Upon the written request of each Party, the other Party will immediately provide information and answer reasonable questions of the other Party regarding the performance hereof in accordance with the provisions of this anti-corruption clause.
6. Each Party certifies that, during the period of performance hereof, it shall provide any person acting in good faith with the opportunity to report violations of the law by e-mail to: naruszenieprawa@orlen.pl or by telephone: +48 800 322

323 – without identifying the caller.

7. In cases of suspected corrupt activities carried out in relation to or arising from the performance hereof by any representatives of either Party, the Parties undertake to cooperate in good faith to clarify the circumstances surrounding the potential corrupt activities.

ORLEN S.A.
Fuel Sales Development Office
ul. Chemików 7
09-411 Płock
FLOTA Programme Hotline
801 235 682 – for landline phones
501 235 682 – for mobile phones
e-mail: flota@orlen.pl
<https://flota.orlen.pl/>