



**NON-DISCLOSURE AGREEMENT**  
**No. ....**  
**(hereinafter referred to as the "Agreement")**

concluded between:

the company: **Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.** with the registered office in Warsaw (address: 02-337 Warszawa, Mszczonowska 4), entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000264771, tax identification number NIP 527-243-20-41 and REGON number 015716698, with share capital of PLN 6,377,190,842.00, fully paid, represented by:

.....

hereinafter referred to as "**GAZ-SYSTEM**"

and

.....

.....

hereinafter referred to as the "**DISCLOSING PARTY**"

hereinafter also both collectively referred to as the "**Parties**" or each separately as the "**Party**";

Given the Disclosing Party's participation in the non-binding market screening procedure conducted by GAZ-SYSTEM for new hydrogen, ammonia and biomethane projects (hereinafter: "Procedure"), the Parties have agreed to enter into this Agreement to ensure the protection of information disclosed to GAZ-SYSTEM by the Disclosing Party under the Procedure.

**§ 1.**  
**[Subject-matter of the Agreement]**

1. Under the Procedure, pursuant to the conditions set out in this Agreement, the Disclosing Party shall provide GAZ-SYSTEM with information concerning ..... (hereinafter "**Protected Information**").
2. GAZ-SYSTEM undertakes to keep the Protected Information confidential and protect it against unauthorized disclosure, sharing or loss under the terms of this Agreement.
3. GAZ-SYSTEM undertakes to use the Confidential Information solely for the purpose of proceedings related with the development of plans for creating infrastructural conditions for the transport of hydrogen, biomethane and ammonia, with respect to both the off-take from production facilities and its delivery to the locations indicated by the survey participants, and not to use the Protected Information disclosed to GAZ-SYSTEM for any other purposes.

## **§ 2.**

### **[Exercising the commitment]**

1. GAZ-SYSTEM is obliged to exercise due diligence with a view to complying with the provisions of this Agreement by its employees and by persons acting on its behalf or in its interest who shall have access to Protected Information (hereinafter "Authorised Persons"), irrespective of the legal basis of their relationship with GAZ-SYSTEM.
2. GAZ-SYSTEM undertakes to consult the Disclosing Party on any doubts that require clarifying regarding the nature of the information provided and the requisite protection measures.
3. Subject to other provisions of this Agreement, GAZ-SYSTEM may disclose the Protected Information to service providers (Subcontractors), provided that the Subcontractors are obliged to maintain confidentiality of the Protected Information disclosed to them. The provisions of § 1 (3) and § 2 (2) shall apply to Subcontractors' employees and agents acting on behalf of Subcontractors respectively, regardless of the legal basis of their relationship with the Subcontractor. GAZ- SYSTEM shall be liable for all actions and omissions of its Subcontractors as for its own actions or omissions.

## **§ 3**

### **[Breach of obligations]**

1. In the event of any breach of the provisions of this Agreement, the Disclosing Party may request from GAZ- SYSTEM jointly or at its option:
  - 1) to refrain from unauthorized activities,
  - 2) to remove the effects of unauthorized activities,
  - 3) to make a single or multiple statement(s) of relevant content and in the appropriate form,
2. GAZ- SYSTEM shall be responsible for the acts or omissions of the persons whom the Protected Information was disclosed to or whom it has provided access to as for its own acts or omissions.
3. GAZ- SYSTEM has the right to pursue compensation claims exceeding the amount of contractual penalties, based on the general principles set out in the Civil Code.
4. In the event of any disclosure, sharing or loss of information which GAZ- SYSTEM received from the Disclosing Party under this Agreement, GAZ- SYSTEM shall promptly notify the Disclosing Party in writing and take all necessary actions, in particular cooperate with the Disclosing Party to minimize the extent of the breach and any damage resulting therefrom.

## **§ 4.**

### **[Limitation of confidentiality obligation]**

1. The obligations referred to in this Agreement do not apply to the Protected Information:
  - 1) which is publicly available on the day of its disclosure to GAZ- SYSTEM or which becomes publicly available at a later date in a manner that does not constitute a breach of the Agreement;
  - 2) which GAZ-SYSTEM can disclose within its corporate group structure;
  - 3) which GAZ-SYSTEM is obliged to make available on the basis of generally applicable legal provisions, a court decision or an administrative decision. If the applicable legal provisions require the disclosure of information obtained from the Disclosing Party, GAZ-SYSTEM shall inform the Disclosing Party of such disclosure.
2. GAZ-SYSTEM may disclose Protected Information in an aggregated and anonymised form to third parties. Protected Information in such form may be disclosed to market participants, during planned meetings, workshops, etc., as well as to competent authorities in order to obtain requisite permits or to parties involved in the implementation of a given investment project.

## § 5.

### [Validity Period]

The parties shall be bound by the provisions of this Agreement for a period of..... years of the date of concluding hereof.

## § 6.

### [Persons involved in the exchange of information]

1. In order to facilitate information exchange, the Parties shall designate contact persons and the following methods of working information exchange:
  - 1) On the part of GAZ- SYSTEM:
    - a) Mr/Ms.....  
e-mail: .....  
Phone No.: .....
    - or
  - 2) On the part of the Disclosing Party:
    - a) Mr/Ms.....  
e-mail: .....  
Phone No.: .....
    - or
2. In the event of a change of the contact persons (in particular, termination of employment contract, changes in the scope of duties, etc.), the Party concerned is obliged to inform the other Party about the planned change at least 7 days prior to such change, in order to prevent the exchange of information between unauthorized persons, and next to advise the newly designated contact person about the provisions of this Agreement.
3. The Parties reserve that the change of particulars referred to in clauses 1 and 2 does not constitute an amendment to this Agreement that would require an annex hereto but shall be followed by a relevant notice (under pain of nullity) by the persons authorized to represent the Party concerned submitted to the other Party.
4. The Disclosing Party shall fulfil, on behalf of GAZ- SYSTEM, the information obligation under Article 14(1)-(3) of the EU Regulation 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) (O.J.o.L. L 119, 4.05.2016, p. 1, corrigendum: (O.J.o.L. L 127, 23.05.2018, p. 2) in relation to persons designated as representatives to conclude the agreements with GAZ-SYSTEM and for persons designated as business contacts or for the performance of the Agreement by advising such persons on the provisions of **Appendix No. 1**. This information is also available on the GAZ-SYSTEM website <http://www.gaz-system.pl/stopka/polityka-prywatnosci/>.
5. The Disclosing Party performing the Agreement while having access to GAZ SYSTEM's ICT systems or exchanging electronic correspondence with GAZ- SYSTEM is obliged to report all observed or suspected incidents concerning GAZ SYSTEM's ICT environment which, upon detecting or reporting, show signs of cyber-security incident. A cyber-security incident is defined as an event or series of events that has or may have an adverse impact on cyber-security construed as the resistance of information

systems to actions that compromise confidentiality, integrity, availability and authenticity of the processed data or related services offered by these systems.

6. Should an incident referred to in clause 5 above or the likelihood of such an incident occur, the Disclosing Party is obliged to immediately notify GAZ-SYSTEM thereof through any of the following communication channels:
  - 1) telephone at: +48 22 22 01 111 or +48 885 250 999;
  - 2) e-mail at: [cert@gaz-system.pl](mailto:cert@gaz-system.pl);
  - 3) directly to the Company's employees.
7. The Parties are obliged to provide each other with all relevant and necessary information concerning the incident referred to in clause 5 above.

## **§ 7.**

### **[Final provisions]**

1. Any changes or additions to this Agreement must be made in writing, under pain of nullity.
2. The Agreement shall be governed and interpreted in accordance with Polish law and all disputes arising therefrom shall be referred by the Parties to the common court having jurisdiction over the registered office of GAZ-SYSTEM.
3. This Agreement shall enter into force upon signing by both Parties.
4. This Agreement has been signed in two counterparts, with one counterpart for each Party hereto.

.....  
**GAZ-SYSTEM**

*[signature, date] [signature, date]*

.....  
**Disclosing Party**

### **Appendices:**

- 1) Appendix 1 – Information regarding the protection of personal data of the persons designated as representatives for concluding agreements with GAZ-SYSTEM and business contacts in contracts concluded with Operator Gazociągów Przesyłowych GAZ-SYSTEM.

**Appendix No. 1**  
**to the Non-Disclosure Agreement No. .... of .....**

**Information regarding the protection of personal data of the persons designated as representatives for concluding agreements with GAZ-SYSTEM and business contacts in contracts concluded with Operator Gazociągów Przesyłowych GAZ-SYSTEM. (GAZ-SYSTEM) and for persons designated as professional contact in agreements or for the performance of contracts concluded with GAZ-SYSTEM**

**Why do we need your personal data?**

We are collecting your personal data as indispensable for determination of authorisations to conclude or perform the agreement or in order to maintain professional contact related to the conclusion and performance of the agreement to which the company is a party which designated you as its representative to conclude or perform the agreement or in order to maintain professional contact related to the performance of the agreement.

**Whom do we share personal data with?**

Personal data recipients may include:

- our employees or associates,
- members of the GAZ-SYSTEM organisational units,
- entities authorized under applicable law (in particular courts, state authorities, institutions),
- entities providing services to GAZ-SYSTEM based on concluded agreements, in particular entities providing GAZ-SYSTEM with the services of IT and new technologies, postal and courier services, destruction and archiving of documents, accounting and finance, protection of persons and property.

**Do we transfer personal data to third countries or international organizations?**

We do not transfer your personal data to third countries or international organizations which cannot ensure adequate data protection.

**What is the legal basis for data processing?**

*The legal basis for the processing of your personal data is Article 6 (1) (f) of the 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, hereinafter "GDPR"), which shall mean that we need your personal data to verify authorisations to conclude or perform the agreement or in order to maintain professional contact related to the conclusion and performance of the agreement to which the company is a party which designated you as its representative to conclude or perform the agreement or in order to maintain professional contact related to the performance of the agreement.*

**How long will we process the data?**

The personal data shall be processed for the period necessary to perform the subject-matter of the agreement as well as to maintain official contacts related with the conclusion or performance of the agreement and for the period necessary to keep this agreement for archiving purposes.

**Where do we have the personal data from?**

We have obtained the personal data from the entity with which we concluded a relevant agreement and which designated you as business contact related to the the conclusion or performance of the agreement.

**What data categories do we process?**

The following personal data categories are currently processed:

- Basic data (for identification purposes) such as name and surname,
- Contact details (to enable contact by post, telephone or email) including but not limited to telephone number, registered office address, email address,
- Other identification data entered in relevant registers or powers of attorney or other documents (for the purpose of verification of the authorisation to conclude or perform an agreement), e.g. PESEL, function / official position, address of residence, ID card number stated in the documents provided or entered in relevant registers.

### **Do we make automated decisions including profiling?**

We do not make automatic decisions and we do not profile you on the basis of your personal data.

### **What are your rights?**

You have the right to:

- access your personal data, namely you are authorized to obtain information what data is processed, in what manner and for what purpose,
- rectify, i. e. demand the data update if the data have been collected incorrectly or are no longer up-to-date,
- remove the personal data, i. e. demand the removal of the personal data in part or in whole. If the request is justified, we shall immediately remove the data,
- limit the processing, i. e. demand that we limit the personal data processing to their storage. The limitation of the processing may be repealed after the circumstances justifying the limitation of the processing cease to exist,
- object to the processing, i. e. demand that we cease to process your personal data for the purpose indicated above if you consider that we infringe your rights in connection with the processing of the provided data,
- file a complaint against us with the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych) if you believe that the processing of your personal data violates the applicable provisions of law.

### **Contact - where to exercise your rights or obtain more information?**

The Controller of your personal data is **Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with the registered office in Warsaw** at Mszczonowska 4, 02-337 Warszawa. You may exercise your rights (or obtain more information) at: [rodo@gaz-system.pl](mailto:rodo@gaz-system.pl)