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**AGREEMENT ON EXERCISE OF POSITION OF  
MEMBER OF AUDIT COMMITTEE**

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This Agreement on Exercise of Position of Member of Audit Committee (the “**Contract**”) entered into pursuant to Section 59 and 60 of Act No. 90/2012 Coll., Business Corporations Act, as amended (the “**Business Corporations Act**”) between:

(A) **UNIPETROL, a.s.**

with its registered office at Prague 4, Na Pankráci 127, Czech Republic, Postal Code: 140 00, Company Id. No. (IČ): 616 72 190, registered in the Commercial Registry maintained with the Municipal Court in Prague, Ref. No. B 3020

(the “**Company**”)

and

(B) **Ing. Ivan Kočárník**

born on 29 November 1944, residing at Vonoklasy, K Bukovce 161, Post Code 252 28

(hereinafter the “**Member**” and, together with the Company, the “**Parties**”)

**1. SUBJECT MATTER OF CONTRACT**

1.1 The subject matter of this Contract is the regulation of the professional performance of the position as Member of the Audit Committee for the remuneration set forth in Article 3 hereof. The Parties hereby state that the Member was elected into the position of the member of the Audit Committee of the Company with effect as of 24 June 2013.

1.2 The Member undertakes to perform the office of the Member of the Audit Committee of the Company personally, properly and with due managerial care (in Czech: *s péčí řádného hospodáře*).

**2. OBLIGATIONS OF MEMBER**

2.1 The Member shall execute his position in accordance with:

- the Business Corporations Act;
- the Articles of Association of the Company and other Company’s internal regulations;
- resolutions of the General Meeting of the Company (provided that the Member’s liability to act with due managerial care shall not be affected hereby);
- any relevant generally binding legal regulations;
- this Contract;
- due managerial care (in Czech: *s péčí řádného hospodáře*), the best interests of the Company, the highest quality and shall take into consideration, *inter alia*, the Company’s financial results;
- loyalty *vis-à-vis* the Company.

- 2.2 The Member shall act and manage the Company with due managerial care (in Czech: *s péčí řádného hospodáře*), shall act exclusively in favor of the Company and shall decide as the Member of the Audit Committee on all its matters that are entrusted by the law or by the Articles of Association to the Audit Committee of the Company for decision or approval. The Member undertakes to devote his professional knowledge and experience solely to the Company.
- 2.3 The Member shall perform his tasks at the Company's registered office and shall undertake, within the scope of his tasks, business journeys necessary to fulfill duties arising from his position.

### **3. MONTHLY FEE AND LIABILITY INSURANCE**

- 3.1 For the period this Contract is in effect, the Company shall pay the Member a monthly fee for the performance of his position in accordance with this Contract in the amount of CZK 20,000 (in words: twenty thousand Czech crowns), in case that the Member is elected by the Audit Committee as the Chairman of the Audit Committee, from its election the amount of CZK 30,000 (in words: thirty thousand Czech Crowns), and in case that the Member is elected by the Audit Committee as the Vice-Chairman of the Audit Committee, from its election the amount of CZK 25,000 (in words: twenty five thousand Czech Crowns) (hereinafter the “**Fee**”).
- 3.2 The Fee shall be payable in arrears in the month following the month for which the position of the Member was performed on the date of the salary payment affixed for the Company's employees in such a month. The Fee shall be payable by wire transfer to the Member's account, which details shall be communicated by the Member to the Company in writing (hereinafter the “**Member's Account**”).
- 3.3 The Member undertakes to inform the Company without undue delay about any impediments which may prevent him from the exercise of his office and shall communicate to the Company the reason and expected duration of such impediments.
- 3.4 If the Member fails to fulfill the obligation stipulated in Section 3.3 hereof, such period of interruption of the exercise of his office without proper excuse shall be considered as a breach of his duties and his remuneration referred to in Section 3.1 hereof shall be in such a case curtailed in proportion to the subject interruption.
- 3.5 For the period this Contract is in effect, the Company undertakes to arrange for an insurance policy with an insurer selected by the Company covering the Member's liability for damages caused to the Company in connection with the performance of office of the Member. The insurance premium paid by the Company with respect to insurance coverage of the Member shall not exceed the amount calculated as the total insurance premium paid by the Company under the insurance policy covering all members of Company's corporate bodies, which amount is specified in the financial statements of the Company, divided by the total number of members of Company's corporate bodies; for avoidance of any doubts if an office of member of Company's corporate body was vacant for majority of days during a particular year, such office shall not be considered within the calculation of maximum insurance premium applicable to the Member.
- 3.6 In situation where the exercise of Members' office is suspended under Section 54(4) Business Corporations Act, the Member is not entitled to receive the Fee.

### **4. DURATION OF CONTRACT AND ITS TERMINATION**

- 4.1 This Contract shall automatically terminate upon expiration of the term of the Member's office or earlier termination of the Member's office. The Member's office shall terminate and this Contract

shall cease to exist upon Member's effective resignation, effective recall of the Member, exclusion (in Czech: *vyloučení*) of the Member from his office or in other situations stipulated by the applicable law. The Parties agree that Article 5 and Section 6.1 shall remain valid and effective after the termination hereof.

## **5. RETURN OF DOCUMENTS**

- 5.1 After termination of this Contract, the Member shall immediately deliver to the Company all documents in possession of the Member belonging or relating to the Company. The Member shall further return to the Company all working means and objects that were provided or otherwise made available to him for use by the Company in connection with the performance of the position of Member no later than within ten (10) days of termination of this Contract. The Member cannot assert in any case any right of retention of the documents or other things described in this Article 5 hereof.

## **6. OTHER PROVISIONS**

- 6.1 The Member is obliged not to disclose any information to any third party regarding his Fee, the Company's business secrets, any other bonuses and benefits paid to him by the Company and any other confidential information connected with the Company or a company within the group of companies controlled by the Company or PKN ORLEN S.A., its operations, transactions, business activities of any kind, production technologies, products, financial matters, clients or other business partners, apart from special cases and to the extent necessary where disclosure is required by the appropriate law (including disclosure to the Member's advisors and advisors of the Company, such as attorneys and tax advisors) or when the Company agreed in writing on disclosure of such information prior to such disclosure. This also applies to the period after the termination of this Contract.
- 6.2 The Member is obliged to comply with the conditions set forth in Section 441 of the Business Corporations Act. To the extent the following restrictions are in compliance with the Business Corporations Act, the Company's Articles of Association or any resolution of the Shareholders' General Meeting of the Company, the Member, for the period of exercise of the position of the Member, undertakes not to:
- (a) operate a business in the same or similar field of activity of the Company including operating of such a business in favor of third parties, or enter into business relationships with the Company except for the business relationship under this Contract;
  - (b) intermediate or procure the Company's business for any third party;
  - (c) participate in business activities of another party as a shareholder with unlimited liability or as a controlling party to another party with the same or a similar scope of business;
  - (d) perform a position as a statutory body or a member of a statutory body or another body of a legal entity with the same or similar scope of business; this restriction does not apply if such legal entity belongs to the group of companies which the Company is a part.
  - (e) not to do any transactions with shares of companies having a similar business and not to do any transactions with regard to the shares owned by the Member in the Company or PKN ORLEN S.A. during the period of four (4) days before and one (1) day after the financial statements of the Company or PKN ORLEN S.A., respectively for the relevant accounting period has been publicly disclosed, or in a situation when the Member obtains any information that may have an influence on the value of such shares, starting from the

day the Member has obtained this information (inclusive) to the day this information has been publicly disclosed.

**7. FINAL PROVISIONS**

- 7.1 This Contract becomes valid on the day of execution by both Parties and becomes effective on the day of its approval by the General Meeting of the Company.
- 7.2 This Contract constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contracts and arrangements between the Parties. For the avoidance of doubt, any agreement between the Parties providing for the rights and obligations of the Parties under the employment relationship of the Member with the Company (whether agreed prior or after the date hereof) is not effected hereby.
- 7.3 The Parties agree that they shall take all steps to achieve an amicable settlement of any dispute arising under this Contract. In the event that no amicable settlement is possible, the dispute shall be finally settled by the courts of the Czech Republic.
- 7.4 This Contract has been made and executed in two (2) identical copies in the English language and in two (2) identical copies in the Czech language. In case of discrepancy between the language versions, the Czech language version shall prevail.
- 7.5 All changes and amendments to this Contract must be in writing and can be made exclusively upon mutual agreement of the Parties, provided that these agreements are subject to approval by the General Meeting of the Company.
- 7.6 If any provision of this Contract becomes invalid, null and void or ineffective, it shall not affect the remaining provisions of this Contract. The Parties undertake to substitute in such case such invalid, null and void or ineffective provision by a provision that shall be the closest as to its content and purpose to such invalid, null and void or ineffective provision and shall comply with applicable law.
- 7.7 This contract is construed and shall be interpreted in accordance with the laws of the Czech Republic.

IN WITNESS WHEREOF, the Parties affixed below their signatures:

Prague, .....

Prague, .....

UNIPETROL, a.s.

Ivan Kočárník

By: .....

By: .....

Name: .....

Title: .....

By: .....

Name: .....

Title: .....

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**AGREEMENT ON EXERCISE OF POSITION OF  
MEMBER OF AUDIT COMMITTEE**

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This Agreement on Exercise of Position of Member of Audit Committee (the “**Contract**”) entered into pursuant to Section 59 and 60 of Act No. 90/2012 Coll., Business Corporations Act, as amended (the “**Business Corporations Act**”) between:

(A) **UNIPETROL, a.s.**

with its registered office at Prague 4, Na Pankráci 127, Czech Republic, Postal Code: 140 00, Company Id. No. (IČ): 616 72 190, registered in the Commercial Registry maintained with the Municipal Court in Prague, Ref. No. B 3020

(the “**Company**”)

and

(B) **Piotr Robert Kearney**

born on 4 October 1969, residing at Al. Mickiewicza 63m.51, 81 866 Sopot, Poland

(hereinafter the “**Member**” and, together with the Company, the “**Parties**”)

**1. SUBJECT MATTER OF CONTRACT**

1.1 The subject matter of this Contract is the regulation of the professional performance of the position as Member of the Audit Committee for the remuneration set forth in Article 3 hereof. The Parties hereby state that the Member was elected into the position of the member of the Audit Committee of the Company with effect as of 24 June 2013.

1.2 The Member undertakes to perform the office of the Member of the Audit Committee of the Company personally, properly and with due managerial care (in Czech: *s péčí řádného hospodáře*).

**2. OBLIGATIONS OF MEMBER**

2.1 The Member shall execute his position in accordance with:

- the Business Corporations Act;
- the Articles of Association of the Company and other Company’s internal regulations;
- resolutions of the General Meeting of the Company (provided that the Member’s liability to act with due managerial care shall not be affected hereby);
- any relevant generally binding legal regulations;
- this Contract;
- due managerial care (in Czech: *s péčí řádného hospodáře*), the best interests of the Company, the highest quality and shall take into consideration, *inter alia*, the Company’s financial results;
- loyalty *vis-à-vis* the Company.

- 2.2 The Member shall act and manage the Company with due managerial care (in Czech: *s péčí řádného hospodáře*), shall act exclusively in favor of the Company and shall decide as the Member of the Audit Committee on all its matters that are entrusted by the law or by the Articles of Association to the Audit Committee of the Company for decision or approval. The Member undertakes to devote his professional knowledge and experience solely to the Company.
- 2.3 The Member shall perform his tasks at the Company's registered office and shall undertake, within the scope of his tasks, business journeys necessary to fulfill duties arising from his position.

### **3. MONTHLY FEE AND LIABILITY INSURANCE**

- 3.1 For the period this Contract is in effect, the Company shall pay the Member a monthly fee for the performance of his position in accordance with this Contract in the amount of CZK 20,000 (in words: twenty thousand Czech crowns), in case that the Member is elected by the Audit Committee as the Chairman of the Audit Committee, from its election the amount of CZK 30,000 (in words: thirty thousand Czech Crowns), and in case that the Member is elected by the Audit Committee as the Vice-Chairman of the Audit Committee, from its election the amount of CZK 25,000 (in words: twenty five thousand Czech Crowns) (hereinafter the “**Fee**”).
- 3.2 The Fee shall be payable in arrears in the month following the month for which the position of the Member was performed on the date of the salary payment affixed for the Company’s employees in such a month. The Fee shall be payable by wire transfer to the Member’s account, which details shall be communicated by the Member to the Company in writing (hereinafter the “**Member’s Account**”).
- 3.3 The Member undertakes to inform the Company without undue delay about any impediments which may prevent him from the exercise of his office and shall communicate to the Company the reason and expected duration of such impediments.
- 3.4 If the Member fails to fulfill the obligation stipulated in Section 3.3 hereof, such period of interruption of the exercise of his office without proper excuse shall be considered as a breach of his duties and his remuneration referred to in Section 3.1 hereof shall be in such a case curtailed in proportion to the subject interruption.
- 3.5 For the period this Contract is in effect, the Company undertakes to arrange for an insurance policy with an insurer selected by the Company covering the Member’s liability for damages caused to the Company in connection with the performance of office of the Member. The insurance premium paid by the Company with respect to insurance coverage of the Member shall not exceed the amount calculated as the total insurance premium paid by the Company under the insurance policy covering all members of Company’s corporate bodies, which amount is specified in the financial statements of the Company, divided by the total number of members of Company’s corporate bodies; for avoidance of any doubts if an office of member of Company’s corporate body was vacant for majority of days during a particular year, such office shall not be considered within the calculation of maximum insurance premium applicable to the Member.
- 3.6 In situation where the exercise of Members’ office is suspended under Section 54(4) Business Corporations Act, the Member is not entitled to receive the Fee.

### **4. DURATION OF CONTRACT AND ITS TERMINATION**

- 4.1 This Contract shall automatically terminate upon expiration of the term of the Member’s office or earlier termination of the Member’s office. The Member’s office shall terminate and this Contract

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- (a) operate a business in the same or similar field of activity of the Company including operating of such a business in favor of third parties, or enter into business relationships with the Company except for the business relationship under this Contract;
  - (b) intermediate or procure the Company's business for any third party;
  - (c) participate in business activities of another party as a shareholder with unlimited liability or as a controlling party to another party with the same or a similar scope of business;
  - (d) perform a position as a statutory body or a member of a statutory body or another body of a legal entity with the same or similar scope of business; this restriction does not apply if such legal entity belongs to the group of companies which the Company is a part.
  - (e) not to do any transactions with shares of companies having a similar business and not to do any transactions with regard to the shares owned by the Member in the Company or PKN ORLEN S.A. during the period of four (4) days before and one (1) day after the financial statements of the Company or PKN ORLEN S.A., respectively for the relevant accounting period has been publicly disclosed, or in a situation when the Member obtains any information that may have an influence on the value of such shares, starting from the

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- 7.7 This contract is construed and shall be interpreted in accordance with the laws of the Czech Republic.

IN WITNESS WHEREOF, the Parties affixed below their signatures:

Prague, .....

Prague, .....

UNIPETROL, a.s.

Piotr Robert Kearney

By: .....

By: .....

Name: .....

Title: .....

By: .....

Name: .....

Title: .....



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**AGREEMENT ON EXERCISE OF POSITION OF  
MEMBER OF AUDIT COMMITTEE**

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(the “**Company**”)

and

(B) **Rafał Warpechowski**

born on 20 September 1971, residing at Warsaw, Hajoty 49, 01-821, Poland

(hereinafter the “**Member**” and, together with the Company, the “**Parties**”)

## 1. SUBJECT MATTER OF CONTRACT

1.1 The subject matter of this Contract is the regulation of the professional performance of the position as Member of the Audit Committee for the remuneration set forth in Article 3 hereof. The Parties hereby state that the Member was elected into the position of the member of the Audit Committee of the Company with effect as of 24 June 2013.

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IN WITNESS WHEREOF, the Parties affixed below their signatures:

Prague, .....

Prague, .....

UNIPETROL, a.s.

Rafał Warpechowski

By: .....

By: .....

Name: .....

Title: .....

By: .....

Name: .....

Title: .....

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**AGREEMENT ON EXERCISE OF POSITION OF  
MEMBER OF AUDIT COMMITTEE**

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(the “**Company**”)

and

(B) **Iain Haggis**

born on 9 December 1961, residing at ul. Podlešna 42/5, 01 673 Warsaw, Poland

(hereinafter the “**Member**” and, together with the Company, the “**Parties**”)

## **1. SUBJECT MATTER OF CONTRACT**

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- the Business Corporations Act;
- the Articles of Association of the Company and other Company’s internal regulations;
- resolutions of the General Meeting of the Company (provided that the Member’s liability to act with due managerial care shall not be affected hereby);
- any relevant generally binding legal regulations;
- this Contract;
- due managerial care (in Czech: *s péčí řádného hospodáře*), the best interests of the Company, the highest quality and shall take into consideration, *inter alia*, the Company’s financial results;
- loyalty *vis-à-vis* the Company.

- 2.2 The Member shall act and manage the Company with due managerial care (in Czech: *s péčí řádného hospodáře*), shall act exclusively in favor of the Company and shall decide as the Member of the Audit Committee on all its matters that are entrusted by the law or by the Articles of Association to the Audit Committee of the Company for decision or approval. The Member undertakes to devote his professional knowledge and experience solely to the Company.
- 2.3 The Member shall perform his tasks at the Company's registered office and shall undertake, within the scope of his tasks, business journeys necessary to fulfill duties arising from his position.

### **3. MONTHLY FEE AND LIABILITY INSURANCE**

- 3.1 For the period this Contract is in effect, the Company shall pay the Member a monthly fee for the performance of his position in accordance with this Contract in the amount of CZK 20,000 (in words: twenty thousand Czech crowns), in case that the Member is elected by the Audit Committee as the Chairman of the Audit Committee, from its election the amount of CZK 30,000 (in words: thirty thousand Czech Crowns), and in case that the Member is elected by the Audit Committee as the Vice-Chairman of the Audit Committee, from its election the amount of CZK 25,000 (in words: twenty five thousand Czech Crowns) (hereinafter the “**Fee**”).
- 3.2 The Fee shall be payable in arrears in the month following the month for which the position of the Member was performed on the date of the salary payment affixed for the Company’s employees in such a month. The Fee shall be payable by wire transfer to the Member’s account, which details shall be communicated by the Member to the Company in writing (hereinafter the “**Member’s Account**”).
- 3.3 The Member undertakes to inform the Company without undue delay about any impediments which may prevent him from the exercise of his office and shall communicate to the Company the reason and expected duration of such impediments.
- 3.4 If the Member fails to fulfill the obligation stipulated in Section 3.3 hereof, such period of interruption of the exercise of his office without proper excuse shall be considered as a breach of his duties and his remuneration referred to in Section 3.1 hereof shall be in such a case curtailed in proportion to the subject interruption.
- 3.5 For the period this Contract is in effect, the Company undertakes to arrange for an insurance policy with an insurer selected by the Company covering the Member’s liability for damages caused to the Company in connection with the performance of office of the Member. The insurance premium paid by the Company with respect to insurance coverage of the Member shall not exceed the amount calculated as the total insurance premium paid by the Company under the insurance policy covering all members of Company’s corporate bodies, which amount is specified in the financial statements of the Company, divided by the total number of members of Company’s corporate bodies; for avoidance of any doubts if an office of member of Company’s corporate body was vacant for majority of days during a particular year, such office shall not be considered within the calculation of maximum insurance premium applicable to the Member.
- 3.6 In situation where the exercise of Members’ office is suspended under Section 54(4) Business Corporations Act, the Member is not entitled to receive the Fee.

### **4. DURATION OF CONTRACT AND ITS TERMINATION**

- 4.1 This Contract shall automatically terminate upon expiration of the term of the Member’s office or earlier termination of the Member’s office. The Member’s office shall terminate and this Contract

shall cease to exist upon Member's effective resignation, effective recall of the Member, exclusion (in Czech: *vyloučení*) of the Member from his office or in other situations stipulated by the applicable law. The Parties agree that Article 5 and Section 6.1 shall remain valid and effective after the termination hereof.

## **5. RETURN OF DOCUMENTS**

- 5.1 After termination of this Contract, the Member shall immediately deliver to the Company all documents in possession of the Member belonging or relating to the Company. The Member shall further return to the Company all working means and objects that were provided or otherwise made available to him for use by the Company in connection with the performance of the position of Member no later than within ten (10) days of termination of this Contract. The Member cannot assert in any case any right of retention of the documents or other things described in this Article 5 hereof.

## **6. OTHER PROVISIONS**

- 6.1 The Member is obliged not to disclose any information to any third party regarding his Fee, the Company's business secrets, any other bonuses and benefits paid to him by the Company and any other confidential information connected with the Company or a company within the group of companies controlled by the Company or PKN ORLEN S.A., its operations, transactions, business activities of any kind, production technologies, products, financial matters, clients or other business partners, apart from special cases and to the extent necessary where disclosure is required by the appropriate law (including disclosure to the Member's advisors and advisors of the Company, such as attorneys and tax advisors) or when the Company agreed in writing on disclosure of such information prior to such disclosure. This also applies to the period after the termination of this Contract.
- 6.2 The Member is obliged to comply with the conditions set forth in Section 441 of the Business Corporations Act. To the extent the following restrictions are in compliance with the Business Corporations Act, the Company's Articles of Association or any resolution of the Shareholders' General Meeting of the Company, the Member, for the period of exercise of the position of the Member, undertakes not to:
- (a) operate a business in the same or similar field of activity of the Company including operating of such a business in favor of third parties, or enter into business relationships with the Company except for the business relationship under this Contract;
  - (b) intermediate or procure the Company's business for any third party;
  - (c) participate in business activities of another party as a shareholder with unlimited liability or as a controlling party to another party with the same or a similar scope of business;
  - (d) perform a position as a statutory body or a member of a statutory body or another body of a legal entity with the same or similar scope of business; this restriction does not apply if such legal entity belongs to the group of companies which the Company is a part.
  - (e) not to do any transactions with shares of companies having a similar business and not to do any transactions with regard to the shares owned by the Member in the Company or PKN ORLEN S.A. during the period of four (4) days before and one (1) day after the financial statements of the Company or PKN ORLEN S.A., respectively for the relevant accounting period has been publicly disclosed, or in a situation when the Member obtains any information that may have an influence on the value of such shares, starting from the

day the Member has obtained this information (inclusive) to the day this information has been publicly disclosed.

**7. FINAL PROVISIONS**

- 7.1 This Contract becomes valid on the day of execution by both Parties and becomes effective on the day of its approval by the General Meeting of the Company.
- 7.2 This Contract constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contracts and arrangements between the Parties. For the avoidance of doubt, any agreement between the Parties providing for the rights and obligations of the Parties under the employment relationship of the Member with the Company (whether agreed prior or after the date hereof) is not effected hereby.
- 7.3 The Parties agree that they shall take all steps to achieve an amicable settlement of any dispute arising under this Contract. In the event that no amicable settlement is possible, the dispute shall be finally settled by the courts of the Czech Republic.
- 7.4 This Contract has been made and executed in two (2) identical copies in the English language and in two (2) identical copies in the Czech language. In case of discrepancy between the language versions, the Czech language version shall prevail.
- 7.5 All changes and amendments to this Contract must be in writing and can be made exclusively upon mutual agreement of the Parties, provided that these agreements are subject to approval by the General Meeting of the Company.
- 7.6 If any provision of this Contract becomes invalid, null and void or ineffective, it shall not affect the remaining provisions of this Contract. The Parties undertake to substitute in such case such invalid, null and void or ineffective provision by a provision that shall be the closest as to its content and purpose to such invalid, null and void or ineffective provision and shall comply with applicable law.
- 7.7 This contract is construed and shall be interpreted in accordance with the laws of the Czech Republic.

IN WITNESS WHEREOF, the Parties affixed below their signatures:

Prague, .....

Prague, .....

UNIPETROL, a.s.

Iain Haggis

By: .....

By: .....

Name: .....

Title: .....

By: .....

Name: .....

Title: .....



**Standard template of agreement on performance of position of member of the Audit Committee  
between UNIPETROL, a.s. and member of the Audit Committee of UNIPETROL, a.s.**

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**AGREEMENT ON EXERCISE OF POSITION OF  
MEMBER OF AUDIT COMMITTEE**

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This Agreement on Exercise of Position of Member of Audit Committee (the “**Contract**”) entered into pursuant to Section 59 and 60 of Act No. 90/2012 Coll., Business Corporations Act, as amended (the “**Business Corporations Act**”) between:

(A) **UNIPETROL, a.s.**

with its registered office at Prague 4, Na Pankráci 127, Czech Republic, Postal Code: 140 00, Company Id. No. (IČ): 616 72 190, registered in the Commercial Registry maintained with the Municipal Court in Prague, Ref. No. B 3020

(the “**Company**”)

and

(B) **Name and Surname**

born on ....., residing at .....

(hereinafter the “**Member**” and, together with the Company, the “**Parties**”)

**1. SUBJECT MATTER OF CONTRACT**

1.1 The subject matter of this Contract is the regulation of the professional performance of the position as Member of the Audit Committee for the remuneration set forth in Article 3 hereof. The Parties hereby state that the Member was elected into the position of the member of the Audit Committee of the Company with effect as of .....

1.2 The Member undertakes to perform the office of the Member of the Audit Committee of the Company personally, properly and with due managerial care (in Czech: *s péčí řádného hospodáře*).

**2. OBLIGATIONS OF MEMBER**

2.1 The Member shall execute his position in accordance with:

- the Business Corporations Act;
- the Articles of Association of the Company and other Company’s internal regulations;
- resolutions of the General Meeting of the Company (provided that the Member’s liability to act with due managerial care shall not be affected hereby);
- any relevant generally binding legal regulations;
- this Contract;

- due managerial care (in Czech: *s péčí řádného hospodáře*), the best interests of the Company, the highest quality and shall take into consideration, *inter alia*, the Company's financial results;
  - loyalty *vis-à-vis* the Company.
- 2.2 The Member shall act and manage the Company with due managerial care (in Czech: *s péčí řádného hospodáře*), shall act exclusively in favor of the Company and shall decide as the Member of the Audit Committee on all its matters that are entrusted by the law or by the Articles of Association to the Audit Committee of the Company for decision or approval. The Member undertakes to devote his professional knowledge and experience solely to the Company.
- 2.3 The Member shall perform his tasks at the Company's registered office and shall undertake, within the scope of his tasks, business journeys necessary to fulfill duties arising from his position.

### 3. MONTHLY FEE AND LIABILITY INSURANCE

- 3.1 For the period this Contract is in effect, the Company shall pay the Member a monthly fee for the performance of his position in accordance with this Contract in the amount of CZK 20,000 (in words: twenty thousand Czech crowns), in case that the Member is elected by the Audit Committee as the Chairman of the Audit Committee, from its election the amount of CZK 30,000 (in words: thirty thousand Czech Crowns), and in case that the Member is elected by the Audit Committee as the Vice-Chairman of the Audit Committee, from its election the amount of CZK 25,000 (in words: twenty five thousand Czech Crowns) (hereinafter the "**Fee**").
- 3.2 The Fee shall be payable in arrears in the month following the month for which the position of the Member was performed on the date of the salary payment affixed for the Company's employees in such a month. The Fee shall be payable by wire transfer to the Member's account, which details shall be communicated by the Member to the Company in writing (hereinafter the "**Member's Account**").
- 3.3 The Member undertakes to inform the Company without undue delay about any impediments which may prevent him from the exercise of his office and shall communicate to the Company the reason and expected duration of such impediments.
- 3.4 If the Member fails to fulfill the obligation stipulated in Section 3.3 hereof, such period of interruption of the exercise of his office without proper excuse shall be considered as a breach of his duties and his remuneration referred to in Section 3.1 hereof shall be in such a case curtailed in proportion to the subject interruption.
- 3.5 For the period this Contract is in effect, the Company undertakes to arrange for an insurance policy with an insurer selected by the Company covering the Member's liability for damages caused to the Company in connection with the performance of office of the Member. The insurance premium paid by the Company with respect to insurance coverage of the Member shall not exceed the amount calculated as the total insurance premium paid by the Company under the insurance policy covering all members of Company's corporate bodies, which amount is specified in the financial statements of the Company, divided by the total number of members of Company's corporate bodies; for avoidance of any doubts if an office of member of Company's corporate body was vacant for majority of days during a particular year, such office shall not be considered within the calculation of maximum insurance premium applicable to the Member.
- 3.6 In situation where the exercise of Members' office is suspended under Section 54(4) Business Corporations Act, the Member is not entitled to receive the Fee.

#### **4. DURATION OF CONTRACT AND ITS TERMINATION**

- 4.1 This Contract shall automatically terminate upon expiration of the term of the Member's office or earlier termination of the Member's office. The Member's office shall terminate and this Contract shall cease to exist upon Member's effective resignation, effective recall of the Member, exclusion (in Czech: *vyloučení*) of the Member from his office or in other situations stipulated by the applicable law. The Parties agree that Article 5 and Section 6.1 shall remain valid and effective after the termination hereof.

#### **5. RETURN OF DOCUMENTS**

- 5.1 After termination of this Contract, the Member shall immediately deliver to the Company all documents in possession of the Member belonging or relating to the Company. The Member shall further return to the Company all working means and objects that were provided or otherwise made available to him for use by the Company in connection with the performance of the position of Member no later than within ten (10) days of termination of this Contract. The Member cannot assert in any case any right of retention of the documents or other things described in this Article 5 hereof.

#### **6. OTHER PROVISIONS**

- 6.1 The Member is obliged not to disclose any information to any third party regarding his Fee, the Company's business secrets, any other bonuses and benefits paid to him by the Company and any other confidential information connected with the Company or a company within the group of companies controlled by the Company or PKN ORLEN S.A., its operations, transactions, business activities of any kind, production technologies, products, financial matters, clients or other business partners, apart from special cases and to the extent necessary where disclosure is required by the appropriate law (including disclosure to the Member's advisors and advisors of the Company, such as attorneys and tax advisors) or when the Company agreed in writing on disclosure of such information prior to such disclosure. This also applies to the period after the termination of this Contract.
- 6.2 The Member is obliged to comply with the conditions set forth in Section 441 of the Business Corporations Act. To the extent the following restrictions are in compliance with the Business Corporations Act, the Company's Articles of Association or any resolution of the Shareholders' General Meeting of the Company, the Member, for the period of exercise of the position of the Member, undertakes not to:
- (a) operate a business in the same or similar field of activity of the Company including operating of such a business in favor of third parties, or enter into business relationships with the Company except for the business relationship under this Contract;
  - (b) intermediate or procure the Company's business for any third party;
  - (c) participate in business activities of another party as a shareholder with unlimited liability or as a controlling party to another party with the same or a similar scope of business;
  - (d) perform a position as a statutory body or a member of a statutory body or another body of a legal entity with the same or similar scope of business; this restriction does not apply if such legal entity belongs to the group of companies which the Company is a part.

- (e) not to do any transactions with shares of companies having a similar business and not to do any transactions with regard to the shares owned by the Member in the Company or PKN ORLEN S.A. during the period of four (4) days before and one (1) day after the financial statements of the Company or PKN ORLEN S.A., respectively for the relevant accounting period has been publicly disclosed, or in a situation when the Member obtains any information that may have an influence on the value of such shares, starting from the day the Member has obtained this information (inclusive) to the day this information has been publicly disclosed.

**7. FINAL PROVISIONS**

- 7.1 This Contract, including remuneration contained therein, was approved by the General Meeting held on [to be inserted], as the standard form agreement on performance of the position. This Contract shall become valid and effective as of the date of signing by the last of the parties hereof.
- 7.2 This Contract constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contracts and arrangements between the Parties. For the avoidance of doubt, any agreement between the Parties providing for the rights and obligations of the Parties under the employment relationship of the Member with the Company (whether agreed prior or after the date hereof) is not effected hereby.
- 7.3 The Parties agree that they shall take all steps to achieve an amicable settlement of any dispute arising under this Contract. In the event that no amicable settlement is possible, the dispute shall be finally settled by the courts of the Czech Republic.
- 7.4 This Contract has been made and executed in two (2) identical copies in the English language and in two (2) identical copies in the Czech language. In case of discrepancy between the language versions, the Czech language version shall prevail.
- 7.5 All changes and amendments to this Contract must be in writing and can be made exclusively upon mutual agreement of the Parties, provided that these agreements are subject to approval by the General Meeting of the Company.
- 7.6 If any provision of this Contract becomes invalid, null and void or ineffective, it shall not affect the remaining provisions of this Contract. The Parties undertake to substitute in such case such invalid, null and void or ineffective provision by a provision that shall be the closest as to its content and purpose to such invalid, null and void or ineffective provision and shall comply with applicable law.
- 7.7 This contract is construed and shall be interpreted in accordance with the laws of the Czech Republic.

IN WITNESS WHEREOF, the Parties affixed below their signatures:

Prague, .....

Prague, .....

UNIPETROL, a.s.

Name and Surname

By: .....

Name: .....

Title: .....

By: .....

By: .....

Name: .....

Title: .....