REQUEST FOR QUOTATION NO. [1/WBE/PERUN/2026]

1. Contracting Authority

WB ELECTRONICS SPÓŁKA AKCYJNA
Address: Poznańska 129/133, 05-850 Ożarów Mazowiecki, Poland
NIP: 5262168387
REGON: 012890349
Contact person: Marcin Krupa
E-mail: M.KRUPA@WB.COM.PL
Telephone: +48 721 007 310

2. Project information

Project title: Kierowany pocisk przeciwpancerny z autonomicznym wsparciem naprowadzania do zwalczania celów na dystansie, *translated as*: Armor-piercing precision-guided missile with autonomous target acquisition and guidance
Programme: New technologies in the field of national security and defence, code-named PERUN
Project number: DOB-PERUN-1-A-011-2023
Funding institution: National Centre for Research and Development

3. Contract award procedure

The procedure is conducted by way of a request for quotation in accordance with the principle of competitiveness set out in § 19(6) of Agreement No. DOB-PERUN-1-A-011-2023 for the implementation and financing of a Project carried out for national defence and security under Competition No. 1/PERUN/2023 entitled " Kierowany pocisk przeciwpancerny z autonomicznym wsparciem naprowadzania do zwalczania celów na dystansie ", concluded with the National Centre for Research and Development, with its registered office in Warsaw.

4. Description of the subject matter of the contract

Detailed Description of the Subject Matter of the Contract: Annex No. 1
CPV code(s): 72200000-7
Performance period:

- Stage one: Delivery of the software and training of personnel (within 6 months from the date of signing the agreement)
- Stage two: Delivery of databases (within 12 months from the date of signing the agreement)

Place of performance: Contracting Authority's address

5. Confidentiality reservation (scope of protection)

The Contracting Authority reserves the confidential nature of technical, technological, organisational, financial or legal information disclosed to the Contractor during the contract award procedure and at the performance stage (hereinafter: "Confidential Information"). The confidentiality obligation applies in particular to the technical documentation provided and the Contracting Authority's software and database requirements and guidelines. The Contractor is required to enter into a confidentiality agreement in accordance with the template constituting Annex No. 5 to the Request for Quotation.

6. Conditions for participation in the procedure

Bids submitted must meet all technical criteria set out in the Detailed Description of the Subject Matter of the Contract constituting Annex No. 1 to the Request for Quotation in order to qualify for the final evaluation of submitted bids. In addition, bidders must meet the following formal requirements:

- No personal or capital links with the Military Institute of Armament Technology, with its registered office in Zielonka, or with WB Electronics S.A. or its subsidiaries;
- The Contractor shall submit a Declaration of Compliance with the Conditions for Participation in the procurement procedure
- Execution of a confidentiality agreement with the Contracting Authority.

6. Bid evaluation criteria

Net price - 70%
Performance period - 30%

7. Instructions for preparing the bid

Bids shall be submitted using the Bid Form, in which the Contractor provides:

- contractor details,
- net price in PLN,
- performance period,
- a detailed description of the subject matter of the bid,
- the required declarations and documents.

8. Bid submission deadline and method

Deadline: by 19.11.2026 (28 days from the date of publication on the Contracting Authority's website)
Submission method: by e-mail to: wzs@wb.com.pl (WBE Strategic Procurement)

9. Information on the absence of links

The Contractor shall submit a declaration of no personal or capital links with the Contracting Authority (including its affiliated companies) or the Military Institute of Armament Technology, with its registered office in Zielonka.

10. Annexes

1. Detailed Description of the Subject Matter of the Contract (OPZ).
2. Bid Form.
3. Contractor's Declaration of No Personal or Capital Links with the Contracting Authority (including its affiliated companies) or the Military Institute of Armament Technology, with its registered office in Zielonka.
4. Contractor's Declaration of Compliance with the Conditions for Participation in the procurement procedure.
5. Template Confidentiality Agreement.

11. Final provisions

The Contracting Authority reserves the right to modify the parameters specified in the Detailed Description of the Subject Matter of the Contract (OPZ), including, inter alia, the parameters of the electro-optical head sensor, in extraordinary circumstances outside the reasonable control of the Contracting Authority. In such a case, the Contractor shall, within 10 business days, provide an assessment of the impact of the proposed change on the project schedule and the remuneration. Any such changes shall be introduced by means of an amendment to the Agreement.

DETAILED DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT (OPZ)

(Annex No. 1 to the Request for Quotation)

Software for modelling targets in a 3D environment incorporating the physical parameters of missile sensors and flight scenarios for machine-learning training of an AI algorithm.

Additional description: A software-based solution for the mass generation of synthetic datasets with image segmentation mapping and automatic object annotation.

1. Bid Requirements:

1.1. Operating system requirements:

- Windows 11 (64-bit) or later
- Ubuntu 26.04 LTS or later

1.2. Software functional requirements:

- Functional graphical user interface (GUI)
    - The software must be capable of generating video frames/image samples with image segmentation mapping and automatic object annotation. WB's objective is to generate a specified number and type of samples per scene/object (not randomly), under defined conditions relating to specific sensor parameters, object type, environmental conditions (season, time of day, weather conditions) and an appropriate viewing angle, in order to obtain datasets corresponding to defined operational conditions.
    - One-click bulk data generation using preset parameters
    - The software must enable the generation of validation videos or a frame stream under specified weather conditions, in accordance with guidelines provided by WB.
- Sensor characteristics configurator. The software must enable the simulation of specific sensor characteristics in each spectral band, together with typical effects associated with the operation of electro-optical sensors.
    - Visible-light cameras (TV)
        - Camera sensor resolution
        - Image resolution
        - Frame rate
        - Camera field of view (FOV)
        - Camera optical zoom
        - Camera digital zoom
    - Thermal imaging camera (IR)
        - Spectral range (Visible to Near-IR (0.4 µm - 0.9 µm; SWIR1.0 µm - 3.0 µm; MWIR 3.0 µm - 5.0 µm; LWIR 8.0 µm - 14.0 µm)
        - NETD (mK)
        - Detector resolution

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        - Image resolution
        - Frame rate
        - Field of view (FOV)
        - Camera optical zoom
        - Camera digital zoom
- Sensor optical effects configurator
    - Jitter,
    - Motion blur,
    - Scan lines,
    - Diffraction,
    - Downsampling,
    - Non-uniform radiance filter.
- Synthetic environment configurator
- 3D model configurator
- Weather conditions configurator
    - Season
    - Time of day
    - Weather phenomena
    - Light intensity
    - Visibility
    - Air humidity
- Environmental Conditions
    - Battlefield effects (smoke, fire, explosions)
- Positioning:
    - **Object positioning:**
        - In the air relative to the X/Y/Z axes
        - On the ground (terrain-following or relative to the X/Y/Z axes)
    - **Sensor positioning:**
        - Directed at the object
        - Directed at the scene
        - Sensor positioning in space relative to the x/y/z axes/above ground
        - Distance to the object (viewing angle/LOS)

1.3. Software database requirements:

- 3D Synthetic Terrain Database:
    - "Western/Central Europe"-type synthetic environments: rural, urban, air base, coast. 3D terrain compatible with physics-based EO/IR infrared rendering (SWIR, MWIR, LWIR). Expected level of detail: in accordance with the Contracting Authority's guidelines. The list will be provided after execution of the confidentiality agreement.
    - "Western/Central Europe"-type synthetic environments: rural, urban, air base, coast. 3D terrain compatible with EO/TV visible-spectrum rendering. Expected level of detail: in accordance with the Contracting Authority's guidelines. The list will be provided after execution of the confidentiality agreement.
- 3D Synthetic Database of Civilian and Military Vehicles:

  - 3D models with integrated physics-based EO/IR infrared rendering (SWIR, MWIR, LWIR), enabling interaction with the 3D terrain/scene while at rest (vehicle systems switched off), under defined environmental conditions. In addition, simulation of thermal radiation characteristics with SWIR, MWIR and LWIR rendering while the vehicle is operating (vehicle switched on), while maintaining infrared rendering of the surrounding terrain under defined environmental conditions.

  3D Synthetic Database of Civilian and Military Vehicles - model list and expected level of detail: in accordance with the Contracting Authority's guidelines. The list will be provided after execution of the confidentiality agreement.

  - 3D models with EO/TV visible-spectrum rendering, enabling interaction with the 3D terrain/scene both while at rest and in motion under defined environmental conditions (model list and expected level of detail: in accordance with the Contracting Authority's guidelines. The list will be provided after execution of the confidentiality agreement)

- Sensor database: sensor technical data and expected level of detail: in accordance with the Contracting Authority's guidelines. The list will be provided after execution of the confidentiality agreement.
- Synthetic Model Database - Infrastructure
  - Buildings
  - Vegetation
  - Transport infrastructure
  - Airport infrastructure
  - Port infrastructure
- Synthetic database for environmental and atmospheric conditions, compatible with EO/IR and EO/TV:
  - Dust, smoke, fire, explosion effect (IR BLOOM)
  - Weather phenomena
  - Seasons
  - Time of day

  The parameters of the synthetic database for environmental and atmospheric conditions will be provided after execution of the confidentiality agreement.

1.4. Training and deployment assistance for the Contracting Authority's personnel:

- Recipients: dedicated Contracting Authority team (up to 4 persons)
- Time allocation: a total of up to 20 working days
- Scope: The pool of working days covers both conventional system operation training and deployment assistance provided in the Contracting Authority's production environment, according to a schedule agreed after conclusion of the agreement.

1.5. Technical support and maintenance

A minimum period of 1 year from the system deployment date, including technical support available Monday to Friday from 09:00 to 16:00 CEST/CET, with a minimum support allocation of 100 hours.

Support should include, among other things:

- technical consultations and software updates during the term of the agreement
- diagnosis and rectification of software errors and failures,

- additional training as required (as part of on-site technical support at the Contracting Authority's premises).
- Participation in workshops with software users and exchange of experience.

Technical support and maintenance services may be specified in a separate agreement.

1.6. Licence terms:

- Licence type: A non-exclusive licence authorising use of the software irrespective of whether the technical support and maintenance service remains in effect, against payment (a one-off licence fee). The licence shall be indefinite ("perpetual").
- The licence fee is a one-off fee. The Contracting Authority will not be required to pay any additional licence fees other than the one-off licence fee.
- Territory: No territorial restrictions;
- Fields of exploitation permitting installation and use.
- Licensing model: A licence permitting concurrent use of the software by at least 2 users without any additional fees;

2. Technical bid selection criteria:

- compliance with the requirements set out in Section 1, including:
- compliance with the requirements concerning the ability to configure:
  - TV and IR sensors,
  - sensor optical effects,
  - weather conditions (Central Europe),
- compliance with the requirements concerning the ability to:
  - position the sensor and object along the X/Y/Z axes,
- ability to create and expand:
  - a 3D synthetic terrain database,
  - 3D civilian and military vehicles,
  - urban and rural infrastructure (Central Europe),
  - a vegetation layer,
  - a synthetic database for environmental and atmospheric conditions, compatible with EO/IR and EO/TV

3. Data to be provided after execution of the confidentiality agreement

- 3D Synthetic Terrain Database;
- 3D Synthetic Database of Civilian and Military Vehicles;
- Sensor database;
- Synthetic database for environmental and atmospheric conditions

BID FORM

(Annex No. 2 to the Request for Quotation)

1. Contractor's Details

Contractor's name: .....
Legal form: .....
Registered office address: .....
Country of origin: .....
NIP: .....
REGON: .....
KRS / CEIDG: .....
E-mail: .....
Telephone: .....

2. Contracting Authority's Details

WB ELECTRONICS SPÓŁKA AKCYJNA
Address: Poznańska 129/133, 05-850 Ożarów Mazowiecki, Poland
NIP: 5262168387
REGON: 012890349

3. Subject Matter of the Bid

In response to Request for Quotation No. [1/WBE/PERUN/2026], I hereby submit a bid in accordance with the OPZ (Annex No. 1 to the Request for Quotation).

Description of the bid:

.....
.....

CPV code: 72200000-7

4. Bid Price

No.	Scope	Net price	VAT	Gross price
1	OPZ - entire scope			

Total net price: ..... PLN

Total gross price: ..... PLN

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5. Performance Period

Performance period:

Requirements under the Request for Quotation:

Stage one: Delivery of the application and training of personnel
(within 6 months from the date of signing the agreement)

Stage two: Delivery of databases
(within 12 months from the date of signing the agreement)

Schedule:
The service provider is responsible for preparing a detailed schedule and shall submit it within 2 weeks of signing the Agreement/order. After reviewing the schedule and following consultations, the Contracting Authority will approve the proposed delivery plan.

6. Quality / warranty

Warranty period:
12 months - covers rectification of all identified defects and related technical support.
Quality requirements:
- Each submitted bid should be preceded by a presentation of the capabilities of the entity concerned. - The functional quality of the application, as well as the quality of the defined databases, should comply with the guidelines set out in the Request for Quotation.

7. Contractor's Declarations

I declare that:
- I meet the conditions for participation in the procedure,
- I have no links with the Contracting Authority,
- I hold the required authorisations,
- I accept the terms of the Request for Quotation.

8. Annexes

- Declaration of no links
- Declaration of compliance with the conditions

Signature

.....

Date and signature

DECLARATION OF NO PERSONAL OR CAPITAL LINKS

(Annex No. 3 to the Request for Quotation)

1. Contractor's Details

Contractor's name: .....
Legal form: .....
Registered office address: .....
Country of origin: .....
NIP: .....
REGON: .....
KRS / CEIDG: .....
E-mail: .....
Telephone: .....

2. Contracting Authority's Details

WB ELECTRONICS SPÓŁKA AKCYJNA
Address: Poznańska 129/133, 05-850 Ożarów Mazowiecki, Poland
NIP: 5262168387
REGON: 012890349

3. Subject Matter of the Declaration

In connection with the submission of a bid in response to Request for Quotation No. [1/WBE/PERUN/2026] concerning: "Software for modelling targets in a 3D environment incorporating the physical parameters of missile sensors and flight scenarios for machine-learning training of an AI algorithm", I hereby make this declaration.

Project: Kierowany pocisk przeciwpancerny z autonomicznym wsparciem naprowadzania do zwalczania celów na dystansie, translated as: Armor-piercing precision-guided missile with autonomous target acquisition and guidance
Programme: New technologies in the field of national security and defence, code-named PERUN.
Project number: DOB-PERUN-1-A-011-2023.

4. Contractor's Declaration

I hereby declare that the Contractor has no personal or capital links with the Military Institute of Armament Technology, with its registered office in Zielonka, or with WB Electronics S.A., with its registered office in Ożarów Mazowiecki, or with their affiliated entities (i.e. subsidiaries, affiliated companies and companies forming part of the same group of companies within the meaning of the Commercial Companies Code of 15

September 2000, and companies forming part of a capital group within the meaning of the Accounting Act of 29 September 1994), which means that the Contractor is not an entity:

1. affiliated with, or being a subsidiary, jointly controlled entity or parent entity in relation to, the Military Institute of Armament Technology or WB Electronics S.A. within the meaning of the Accounting Act of 29 September 1994;
2. having with the Military Institute of Armament Technology or WB Electronics S.A., or with members of their governing bodies, any factual or legal relationship that may give rise to reasonable doubts as to impartiality in selecting a supplier of goods or services, in particular marriage, kinship or affinity up to and including the second degree, adoption, guardianship or custodianship, including through membership of the governing bodies of the supplier of goods or services;
3. being an affiliated enterprise or partner enterprise in relation to the Military Institute of Armament Technology or WB Electronics S.A. within the meaning of Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;
4. being personally linked with the Military Institute of Armament Technology or WB Electronics S.A. within the meaning of Article 32(2) of the Act of 11 March 2004 on tax on goods and services.

I undertake to inform the Contracting Authority promptly of any change in the facts that may affect the continued validity of this declaration.

This declaration is made in accordance with the factual and legal status as at the date of signing the bid.

5. Signature

Place and date: .....

.....

legible signature of the person(s) authorised to represent the Contractor

CONTRACTOR'S DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION

(Annex No. 4 to the Request for Quotation)

1. Contractor's Details

Contractor's name: .....
Legal form: .....
Registered office address: .....
Country of origin: .....
NIP: .....
REGON: .....
KRS / CEIDG: .....
E-mail: .....
Telephone: .....

2. Contracting Authority's Details

WB ELECTRONICS SPÓŁKA AKCYJNA
Address: Poznańska 129/133, 05-850 Ożarów Mazowiecki, Poland
NIP: 5262168387
REGON: 012890349

3. Subject Matter of the Declaration

In connection with the submission of a bid in response to Request for Quotation No. [1/WBE/PERUN/2026] concerning: "Software for modelling targets in a 3D environment incorporating the physical parameters of missile sensors and flight scenarios for machine-learning training of an AI algorithm", I hereby make this declaration.

Project: Kierowany pocisk przeciwpancerny z autonomicznym wsparciem naprowadzania do zwalczania celów na dystansie, translated as: Armor-piercing precision-guided missile with autonomous target acquisition and guidance
Programme: New technologies in the field of national security and defence, code-named PERUN.
Project number: DOB-PERUN-1-A-011-2023.

4. Contractor's Declaration

I hereby declare that the Contractor:

- has reviewed the Request for Quotation and its annexes and accepts the conditions for participation in the procedure;

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- meets all technical criteria set out in the Detailed Description of the Subject Matter of the Contract required for the bid to qualify for evaluation;
- has the necessary knowledge, experience, organisational capacity, technical resources and personnel to duly perform the subject matter of the contract;
- holds the required authorisations, and the supporting document will be submitted with the bid;
- is not subject to exclusion from participation in the procedure for the reasons specified in the Request for Quotation;
- undertakes to perform the subject matter of the contract in accordance with the submitted bid, the OPZ and within the period specified in the bid;
- confirms that the information provided in the bid and in this declaration is consistent with the factual and legal status as at the date of signing the bid.

5. Signature

Place and date: .....

.....

legible signature of the person(s) authorised to represent the Contractor

TEMPLATE CONFIDENTIALITY AGREEMENT

No. ……/….

Concerning the contract award procedure conducted by way of a request for quotation pursuant to § 19(6) of Agreement No. DOB-PERUN-1-A-011-2023 "*for the implementation and financing of the Project carried out for national defence and security under Competition No. 1/PERUN/2023 entitled Kierowany pocisk przeciwpancerny z autonomicznym wsparciem naprowadzania do zwalczania celów na dystansie, translated as: Armor-piercing precision-guided missile with autonomous target acquisition and guidance*, concluded with the National Centre for Research and Development, with its registered office in Warsaw", the subject matter of which is the purchase of *Software and database for modelling targets in a 3D environment incorporating the physical parameters of missile sensors and flight scenarios for machine-learning training of an AI algorithm*

In connection with the entrustment of Confidential Information to the Contractor for the purpose of performing the supply agreement for *Software and database for modelling targets in a 3D environment incorporating the physical parameters of missile sensors and flight scenarios for machine-learning training of an AI algorithm* (hereinafter: the Supply Agreement), in order to establish the rules for processing and protecting the Confidential Information to be disclosed, the Parties enter into this agreement (hereinafter: the Agreement) as follows:

§ 1.

1. The Contracting Authority entrusts Confidential Information to the Contractor for processing, and the Contractor undertakes to process the Confidential Information in accordance with the terms of this Agreement.
2. For the purposes of the Agreement, Confidential Information refers the following data: *data included in the 3D Synthetic Terrain Database, data included in the 3D Synthetic Database of Civilian and Military Vehicles, data included in the Sensor Database, data included in the Synthetic Database for Environmental and Atmospheric Conditions, details and arrangements from bilateral discussions, technical details of* discussions and presentations, terms and details of agreements and/or orders that will be provided to the Contractor in connection with the performance of the Underlying Agreement or of which the Contractor becomes aware in the course of performing the Underlying Agreement. Confidential Information shall be regarded as such whenever it is recorded on paper or forms marked "CONFIDENTIAL" or "RESTRICTED", or by other appropriate words indicating its confidential nature, or

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where it may reasonably be regarded as confidential based on the nature of the information or the circumstances of its disclosure. All documents and information created on the basis of Confidential Information shall also be subject to the confidentiality obligation under this Agreement.

3. The Contractor undertakes in particular to keep confidential any information constituting a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2022, item 1233, as amended), including not disclosing to the public any technical, technological, organisational or financial information, or other information having commercial value for at least one of the Parties, in respect of which that Party has taken measures to preserve its confidentiality, including by marking it "CONFIDENTIAL", "TRADE SECRET" or otherwise indicating its confidential nature.
4. The Confidential Information specified in the Agreement does not constitute classified information within the meaning of the Act of 5 August 2010 on the Protection of Classified Information (Journal of Laws of 2024, item 632, as amended).

§ 2

1. The Contractor may process Confidential Information solely for the purpose of performing the Underlying Agreement and only to the extent necessary for the performance of the Underlying Agreement.
2. With respect to the Confidential Information, the Contractor undertakes not to disclose Confidential Information received from the Contracting Authority and to protect the Confidential Information against disclosure to third parties and to persons not involved in or authorised to participate in the performance of the Underlying Agreement, and in particular undertakes to:
   1) Instruct its employees and associates to keep the Confidential Information secret during visits and other contacts with third parties, as well as during their private conversations, and disclose Confidential Information only to those employees and associates who need to know it for the purpose of performing the subject matter of the Agreement. The Contractor shall be liable for the acts and omissions of such persons as for its own.
   2) Require the aforementioned employees and associates in writing not to disclose Confidential Information to unauthorised persons.
   3) Keep the Confidential Information secret and protect it with the same degree of care as it uses to protect its own trade secrets.
   4) Use the Confidential Information solely for purposes necessary to perform the Underlying Agreement, unless the Parties agree otherwise in writing.
   5) Except for the purposes specified in the preceding item, not copy or otherwise reproduce the Confidential Information.
   6) Not use the Confidential Information to obtain any intellectual property right (including a right to register an invention, a patent or another protection right) in any country.

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7) Not subject the Confidential Information to disassembly, reverse engineering, decompilation or any similar activities.

3. The Agreement grants the Contractor no rights to the Confidential Information, including no right to manufacture, distribute or commercialise products containing any part of the Confidential Information.

4. Under the Agreement, the Contractor acquires no claim to the disclosure of Confidential Information, and each disclosure shall be made at the sole and independent discretion of the Contracting Authority.

5. The Contractor confirms that it has appropriate safeguards capable of ensuring the confidentiality of the Confidential Information disclosed and undertakes to ensure that the means used to transmit and store the Confidential Information protect it against unauthorised access by third parties.

6. If the Receiving Party discloses Confidential Information to a third party in breach of the Agreement, the Contractor shall take all measures to: (i) notify the third party of the confidential nature of the information, (ii) notify the Contracting Authority of the disclosure of Confidential Information, (iii) prevent any further disclosure, and (iv) demand the return or deletion of the disclosed Confidential Information, together with all copies thereof and all information and documents created on the basis of the Confidential Information, without prejudice to any claims that the Contracting Authority may pursue in connection with the breach of the Agreement.

§ 3

1. The restrictions on the use and dissemination of Confidential Information shall not apply where the Contractor can prove that:

   1) the Confidential Information is or becomes part of publicly available knowledge through sources other than the Contracting Authority, its employees, associates or representatives, provided that it became publicly available without any breach of this Agreement or of applicable law by the Contractor,

   2) the Confidential Information was in the Contractor's possession when received from the Contracting Authority or was disclosed to the Contractor by a third party entitled to disclose it,

   3) it was obtained independently of the Confidential Information held by the Contracting Authority,

   4) the Confidential Information cannot be made subject to a confidentiality obligation under generally applicable law, in particular under public finance legislation.

2. Disclosure of Confidential Information shall not constitute a breach of the Agreement where such disclosure is required by generally applicable law, in particular where disclosure is requested by a supervisory authority, a public administration authority or a court, provided that the request is binding on the Contractor and cannot be challenged (in particular where the administrative decision or judgment giving rise to the disclosure obligation is final and binding, as applicable), or where disclosure is required under public-information-access legislation.

3. The Contractor undertakes to notify the Contracting Authority promptly of any request referred to above, unless the disclosure of such Confidential Information is prohibited by applicable law or by a decision of the authority requesting disclosure of the Confidential Information. Such notification shall

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be made before the Confidential Information is provided to the person entitled to request its disclosure.

4. The notification to the Contracting Authority referred to in paragraph 3 shall be accompanied by a signed statement of the Contractor identifying the request of the court or authority, together with information on:
   1) the legal basis cited by the requesting court or authority,
   2) the scope of the Confidential Information requested and disclosed.
5. In the case referred to in paragraph 2, before disclosing the Confidential Information the Contractor shall take lawful steps to avoid the obligation to disclose the Confidential Information to the requesting court or authority, in particular by filing appeals and pursuing available remedies, if requested to do so by the Contracting Authority.
6. Disclosure of Confidential Information in accordance with paragraph 2 shall not result in that information losing its status as Confidential Information in relation to any other disclosure or use.
7. If the Contractor is required to disclose Confidential Information covered by confidentiality to an authority to which it is subject or by which it is supervised, that authority shall also be bound by confidentiality and should be notified accordingly by the Party.

§ 4

1. The Contracting Authority, as the owner of all documents and materials provided to the Contractor or produced in connection with the performance of this Agreement and any separate potential cooperation agreements, shall be entitled to demand their return from the Contractor. The Contractor undertakes to return all Confidential Information in its possession upon every request of the Disclosing Party, without retaining any copies, unless generally applicable law provides otherwise.
2. The Contracting Authority shall be entitled to monitor compliance with the confidentiality rules applicable to the Confidential Information it has disclosed and, if a breach is identified, to block access to the Confidential Information immediately.
3. If an information-security event or incident occurs, or if information is obtained concerning an actual or possible breach of contractual information-security obligations, the Contracting Authority shall be entitled to audit the Contractor's activities. The Contracting Authority may also commission other entities to conduct the audit.
4. The Contractor shall cooperate with the Contracting Authority and with entities conducting the audit on behalf of the Contracting Authority.
5. The Contracting Authority shall provide the Contractor with the audit results.
6. The Contracting Authority may specify the necessary measures that the Contractor must take in order to implement specified changes or carry out specified actions, and the Contractor undertakes to implement them.

§ 5

1. The Agreement gives neither Party the right to incur any obligations on behalf of the other Party.

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2. The Parties agree that the mere disclosure of any Confidential Information between them does not constitute the grant by the Contracting Authority of any right to intellectual property, including any grant or transfer of a licence, patent or copyright, and the Contractor acquires no intellectual property rights, including copyright, in the Confidential Information.
3. Any costs or expenses arising from the performance of this Agreement shall be borne solely and exclusively by the Party that incurred them, unless otherwise provided in another agreement.
4. If either Party becomes subject to a merger or another form of reorganisation (e.g. transformation, merger or acquisition), all rights and obligations arising from this Agreement shall automatically transfer to that Party's successor. The successor shall be bound by this Agreement in the same manner as the Party.
5. The Contractor understands that the Confidential Information may be subject to controls under Polish and EU export-control legislation and that its transfer to third parties requires authorisation from the Polish export-control authority. The Contractor undertakes not to transfer any Confidential Information to countries subject to embargoes or restrictions, in particular Russia or Belarus. If this restriction is breached, the Contractor shall bear full liability for all related penalties, costs and losses. If a breach is identified, the Contractor shall notify the Contracting Authority immediately and take measures to mitigate the consequences of the breach. The Contractor undertakes to include similar obligations in all agreements (including confidentiality agreements) with its customers.

§ 6

1. The Contracting Authority may demand that the Contractor pay a contractual penalty of PLN 50,000 (in words: fifty thousand zlotys and 00/100) for each breach of the confidentiality obligation or of the rules for protecting Confidential Information specified in the Agreement, in particular for any unauthorised disclosure, use or copying thereof.
2. The Contractor hereby acknowledges that a breach of this Agreement shall constitute an act of unfair competition within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2022, item 1233), which may give rise to liability for damages and criminal liability of up to 2 years' imprisonment.
3. The Contracting Authority may also claim damages exceeding the contractual penalty under the general rules, up to the amount of the loss incurred.
4. The Contracting Authority's right to demand payment of the contractual penalty referred to in paragraph 1 shall also apply to the unauthorised acquisition, use or disclosure of Confidential Information by subcontractors and sub-suppliers, for whose acts the Contractor shall be liable as for its own.

§ 7

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1. For the purpose of performing this Agreement, the Parties mutually disclose the personal data of their representatives involved in the cooperation for contact purposes and to ensure its proper performance.
2. With respect to personal data, the Parties confirm and agree that each Party acts as a data controller in connection with the processing of personal data for the performance of the cooperation and for the pursuit of or defence against claims.
3. With respect to the personal data disclosed, the Parties undertake to comply with 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), in particular by processing the personal data disclosed solely for purposes connected with the performance of the cooperation and by securing and keeping such data confidential both during the term of the Agreement and after its termination.
4. The Parties declare that the information clauses containing detailed information on the processing of the personal data of the natural persons referred to in paragraph 1 are available on the websites at: https://www.wbgroup.pl/rodo/ and _____. The Parties declare that the GDPR information obligation was fulfilled when this Agreement was concluded.

§8

1. This Agreement shall enter into force on the date on which it is signed.
2. This Agreement, signed by both Parties, is concluded for a period of four (4) years from its effective date (the "Initial Term"). The Agreement shall then be renewed once for an additional four-year (4) renewal period (the "Renewal Term"), unless either Party gives the other Party written notice of non-renewal at least thirty (30) calendar days before the end of the Initial Term. The Initial Term and the Renewal Term are together referred to in this document as the "Term".
3. Notwithstanding the foregoing, the provisions concerning the confidentiality obligation, including the provisions concerning the non-disclosure and non-use of Confidential Information, shall remain in force for seven (7) years from the date of termination or expiry of this Agreement, subject to § 3(1). Any other provisions of this Agreement that, expressly or by implication and by their nature, are intended to survive termination or expiry of this Agreement shall remain in force for seven (7) years after such termination or expiry.
4. Upon expiry of the Agreement, the Contractor shall delete all Confidential Information in its possession, unless continued retention is required by generally applicable law (e.g. tax law) or is necessary to document the Contractor's due performance of its obligations under the Agreement. At the request of the Contracting Authority, the Contractor shall confirm the destruction, in particular by an appropriate declaration or destruction record.
5. Deletion of Confidential Information stored in electronic form, as referred to in paragraph 4 above, means erasing it from the relevant storage media, provided that the foregoing obligation does not apply to that part of the Confidential Information which:
    1) consists of reports, analyses or other documents prepared by the Contractor that it is required to retain in order to comply with its legal obligations, including documenting an investment decision and obtaining the relevant corporate approvals,

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2) was created as part of automated IT procedures (back-up).

§9

1. Neither Party may assign any rights or obligations arising from the Agreement, in whole or in part, without the other Party's prior written consent, failing which the assignment shall be null and void.
2. Wherever the Agreement requires an act to be performed in writing, irrespective of the applicable sanction, including nullity, performing that act in electronic form (within the meaning of Article 78^1 § 1 of the Civil Code) shall satisfy the written-form requirement.
3. Any disputes arising out of or in connection with this Agreement shall be finally resolved by an arbitral tribunal in accordance with the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date on which the proceedings are commenced. The language of the proceedings shall be Polish. The seat of the arbitration shall be Warsaw.
4. Any amendments to the Agreement must be made in writing, failing which they shall be null and void.
5. The provisions of the Agreement shall bind the legal successors of the Parties.
6. The Agreement shall be governed by Polish law. Matters not regulated by this Agreement shall be governed by the Act of 23 April 1964 - the Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended) and the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2022, item 1233, as amended).
7. This Agreement has been drawn up exclusively in English. One counterpart of the Agreement has been prepared for each Party, unless the Agreement was concluded in electronic or documentary form (within the meaning of Article 77^2 of the Civil Code).

THE AGREEMENT HAS BEEN SIGNED BY DULY AUTHORISED REPRESENTATIVES OF THE PARTIES

SIGNATURES OF THE PARTIES:

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