



synthos
chemical innovations

MUTUAL NONDISCLOSURE AGREEMENT

(hereinafter referred to as the "Agreement"), concluded on, in Oświęcim, by and between:

Synthos Dwory 7 Spółka z ograniczoną odpowiedzialnością spółka jawna with its registered seat at Chemików 1, 32-600 Oświęcim, Poland, registered (entered) in the Commercial Register administered by the District Court in Cracow, 12th Business Department of the National Court under registration number: KRS 0000490507, REGON (Statistical ID Number): 260133662 NIP (Tax Identification Number): 9591762828, represented by Shareholder being an authorized representative: Synthos Dwory 2 Spółka z ograniczoną odpowiedzialnością based in Oświęcim, address: ul. Chemików, 32-600 Oświęcim, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Cracow, 12th Business Department of the National Court Register, with the number KRS 0000024952. represented by:

Rafał Oleksa - Proxy
(hereinafter "Synthos")

and

.....
.....

with its registered seat at

registered (entered) in the

under the number, Identification No.

Tax Identification Number represented by:

.....
.....

(hereinafter "Partner")

each called also as the "Party" or jointly the "Parties"

Representatives of the Parties by submitting their signature declare also that they are authorized to enter into this Agreement and that their right to represent the Party is not limited in any respect. They also declare that the manner of representation of the representatives acting on behalf of the represented



Parties makes it possible to make valid declarations of intent, including the assuming obligations for the represented entity. Representatives of the Parties also declare that it is not known to them that there is any obstacle that could have an impact on the implementation of commitments (obligations) made by the Parties in this Agreement.

WHEREAS:

1. *The parties intend to jointly exchange information in the „Construction of a CCGT unit at Synthos Dwory 7spółka z ograniczoną odpowiedzialności spółka jawna” (“Project”);*
2. *in relation to the cooperation regarding the Project, the Parties will have access to the Confidential Information;*
3. *the purpose of this Agreement is to regulate the mutual relations connected with exchange of Confidential Information between the Parties in relation to the Project and to protect such information;*
4. *because of the fact that the activity of the Parties requires protection of their rights and other information of commercial nature, it is essential to keep confidential all of the information that one of the Parties (“Receiving Party”) acquires in realization of the Project from the other Party (“Disclosing Party”); the Parties are mutually both Disclosing and Receiving Party towards each other;*
5. *disclosing Confidential Information made as non-performance/improper performance of the Agreement may cause financial liability;*
6. *the Parties guarantee that they are able to deal with Confidential Information with due diligence and that they have appropriate procedures and securities to fulfill this purpose;*

the Parties agree as follows:

§ 1

Confidential Information

1. As used in this Agreement, the term “**Confidential Information**” includes, without limitation, in particular the business/entrepreneur’s secret of the Disclosing Party, disclosed by such Party to the other Party (Receiving Party) during their cooperation or in relation to it, as well as the information which the Receiving Party gained unintentionally, by chance or in any other way while meetings, visiting plants, laboratories and/or other premises of the other Party, regarding in particular:
 - a. know-how, projects, specifications, documents and other business, financial, organizing, technical, technological data and others,
 - b. data being the legally protected secret, including in particular the information related to clients or employees of the Disclosing Party,
 - c. personal, economic and legal data of the Disclosing Party,
 - d. any information related to the Disclosing Party, not given to the public domain, acquired now or in the future in relation to the cooperation,



regardless of the form of such Confidential Information.

2. The existence of this Agreement, the fact that Confidential Information is being disclosed among the Parties, and the fact that discussions or negotiations are taking place concerning a possible/existing relationship between the Parties shall be also considered Confidential Information.
3. By Confidential Information disclosed by Synthos, shall be also considered the information in the aforementioned range regarding affiliates or subsidiaries of Synthos.
4. The Receiving Party is obliged not to transfer nor to disclose Confidential Information, its source, in whole or even in part to any third party without prior, clear, written consent of the Disclosing Party.
5. Synthos is entitled to pass the Confidential Information of the Partner to the affiliates and subsidiaries of Synthos (including their Co-workers) which does not constitute a breach of this Agreement.
6. In case of any doubts whether a given information or notice is Confidential Information, the Disclosing Party confirms its status upon written enquiry of the other Party.
7. The burden of proof that the information received from the Disclosing Party is divulged by the Receiving Party to any other entity/person with no violation of this Agreement lies on the Receiving Party.

§ 2

Dealing with Confidential Information

1. The Party receiving Confidential Information from the other Party is obliged in particular to:
 - a. treat Confidential Information in accordance with its specificity and protect it in an appropriate manner with at least the same degree of diligence as the Receiving Party protects its own information of such type,
 - b. use any Confidential Information obtained in the course of the cooperation, and in relation to the cooperation solely for the purpose and scope defined jointly by the Parties, in particular for the realization of the Project,
 - c. not copy or otherwise reproduce Confidential Information of the Disclosing Party,
 - d. pass or transmit Confidential Information only to its employees, contractors or other persons who are directly involved in the realization of the Project (also called "Co-workers"), and only to the extent to which they are bound by the obligation of confidentiality which shall be at least the same as provided by this Agreement,
 - e. notify, if possible, the Disclosing Party the need for disclosure of Confidential Information under the law (expressed in e.g. administrative decision, judgment/award or any other act of state power/authority/legal body) and take measures permitted by law to preserve the confidentiality of the Confidential Information upon and after their disclosure to the entity authorized by law (e.g. filing request for excluding openness of the proceedings),
 - f. treat as confidential all of the information which even only might be Confidential Information, until its status is determined by the Disclosing Party.



2. Upon written request of the Disclosing Party, as well as in the event of cessation of the Project, the Receiving Party shall return any and all materials, documents and information preserving/containing Confidential Information or related ones, regardless of their form, together with all copies and studies, authorized or not. Receiving Party shall also at the request of the Disclosing Party submit a written declaration that all notes, memoranda, analyzes, reports and any other documents that contained Confidential Information of the Disclosing Party were destroyed, under the pain of recognizing that such Confidential Information has been disclosed to unauthorized person/entity.
3. The Parties are not obliged to keep confidential the information which: (a) is in the public domain, through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party or its Co-workers; (b) was previously confirmed and determined by the Disclosing Party as non-confidential (c) is required to be disclosed by law.
4. All rights to the Confidential Information in relations between the Parties remain the rights of the Disclosing Party, unless the Parties expressly agree otherwise. This Agreement does not transfer or authorize the Receiving Party to acquire or use any of such rights of the Disclosing Party, including the intellectual property rights. The Parties will restrain from acts aiming at acquiring by the Receiving Party or any third party intellectual property rights of the Disclosing Party.
5. If the cooperation of the Parties includes also exchange/providing of samples (e.g. of the substance/product) - the Receiving Party obliges itself not to analyze it nor to explore it beyond the object and purpose of this Agreement nor in the scope beyond and not related to the Project.
6. Each Party shall be responsible, as for its own acts, for maintaining the confidentiality of information in accordance with the provisions of this Agreement by its Co-workers.
7. This Agreement does not impose upon either Party any obligation to disclose its Confidential Information to the other Party.
8. If by operation of law or pursuant to any act or omission, either of the Parties is subject to liquidation, merger or other transformation, such a Party must immediately notify the other Party the possibility of such circumstances.

§ 3

Statements and declarations of the Parties

1. Receiving Party, who discloses Confidential Information of the other Party in contradiction with the provisions of the Agreement, shall indemnify and hold harmless the Disclosing Party from any liability towards third parties for any consequences of such disclosure, and for such breach itself.
2. Either Party's failure to exercise its rights in the event of breach of this Agreement by the other Party shall not be deemed a waiver of such rights.



§ 4

Other regulations

1. Each Party represents that it is the administrator of personal data of persons authorised to represent such a Party and its employees, specified in connection with signing and performance of the Agreement.
2. In order to duly protect personal data, each Party has appointed Data Protection Inspector, who may be contacted through contact details of the relevant Party.
3. Each Party shall process the submitted personal details of representatives and employees of the other Party for the purpose of performance hereof. The legal grounds for processing personal data shall be a legally justified purpose - contact in connection with performance of the Agreement. Communicating personal details is voluntary, however, it is necessary for the purpose of signing the Agreement.
4. Personal data shall be processed for the term of the Agreement and after its termination for a term resulting from applicable regulations or until the limitation period expires.
5. Recipients of personal data shall include: external entities providing and supporting information systems of the relevant Party, rendering services connected with the ongoing business operations of the relevant Party – subject to appropriate contracts for entrusting personal data processing and subject to ensuring adequate technical and organisational measures protecting personal data by the afore mentioned entities.
6. Each person whose data are being processed to the extent stipulated under provisions of law shall have the right of access to their data and the right to correct, remove and restrict processing of the same as well as the right to object to data processing.
7. In the event of any doubts connected with personal data processing each person may request a relevant Party to provide information. Irrespective of the above, each person is entitled to lodge a claim to the President of Personal Data Protection Office.
8. The Party is required to submit information referred to in points 1-7 above to the representatives and the employees of the Party, whose personal data have been transmitted to the other Party.
9. This Agreement supersedes any prior settlement/arrangement made between the Parties concerning the rules of confidentiality, regardless of the form of such arrangements.
10. The Agreement is concluded for the period of cooperation between Synthos and the Partner regarding the Project and for a period of 10 years form the end of such cooperation.
11. If any provision of the Agreement is held to be invalid or unenforceable, it shall not affect the remaining provisions, which shall remain valid and enforceable as if the invalid provision was not a part of the Agreement. In such a case, the Parties will negotiate in good faith in order to agree on the effective provision that will replace the invalid one.
12. Neither Party may assign any rights or obligations under this Agreement, nor exempt from such duties without the prior written consent of the other Party. This provision does not apply to the transfer of rights and obligations performed by Synthos onto its affiliates or subsidiaries.
13. Any changes to this Agreement shall be made in writing otherwise being null and void.



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14. Partner shall not solicit nor attempt to solicit, employ or anyhow hire or contract under any title (whether directly or via affiliates or third parties) any of the R&D employees of Synthos (or its affiliates) within 5 years from the conclusion of this Agreement, without prior written (otherwise being null and void) consent of Synthos. Shall the Partner be found in breach of this item, it shall pay to Synthos a contractual penalty of 100 000 PLN (one hundred thousand PLN) for each such breach, which shall not limit the Synthos' right to claim compensation exceeding the amount of such penalty.
15. This Agreement shall be governed by the laws of Poland.
16. Any disputes that may arise in relation to this Agreement or its performance shall be settled by the court competent for Synthos.
17. This Agreement is made in two counterparts, one for each Party.

SYNTHOS

PARTNER

Umowa o zachowaniu poufności - wielostronna