



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of _____ (the "Effective Date") by and between:

UVERA S.A. with its registered office in Łódź (90-151) Jana Muszyńskiego Str. 2 suite 3.18, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under number KRS 0000762259, Tax Identification Number (NIP): 7252285112, Business Statistical Number (REGON): 382020067, having a fully paid-up share capital of PLN 180 850,00, represented by:

Magdalena Jander – President of the Management Board

hereinafter referred to as the "UVerA"

and

_____,
hereinafter referred to as the "Company",

hereinafter jointly or individually referred to as "Parties" or "Party"

§1

[Contractual definitions]

Whenever the terms defined below are capitalized in the Agreement, they have the following meaning:

1. **Confidential Information** - all biological materials that are not publicly available, including strains, colonies and bacterial cultures, data, as well as any other information and documents, regardless of the form of their fixation or the medium on which they were recorded and transmitted, concerning UVerA, and which have been made available by UVerA to the Company, regardless of whether they were prepared before the date of the Agreement, or on or after that date, and regardless of the form of their submission, including in particular technical, technological, commercial, organizational and financial information, business, know-how of any kind, materials, products, relevant software materials, tools, graphic messages, specifications, statements, reports, manuals, drawings, including electronic and any other information related to UVerA's activities, including trade secrets, as well as information identified by UVerA as Confidential Information.
2. **Recipient** - means the Party that receives Confidential Information from UVerA.
3. **Representative** - means, in relation to each of the Parties (as the case may be):
 - a) each member of the authorities,
 - b) a member of the management board,
 - c) a member of the advisory board, any employee or associate, and only if it is necessary for the proper performance of activities related to the economic purpose for which the Confidential Information was provided by UVerA and after informing them about the confidentiality rules



resulting from from this Agreement and receiving from them a written commitment to comply with them,

d) professional advisers, including authorized agents, advisers, auditors, lawyers, bankers, consultants, technical specialists, etc.

4. **Disclosure** - enabling the Company to become acquainted with the Confidential Information, in particular as a result of a telephone conversation, correspondence by letter, e-mail, fax and other methods of communication known and used by the Parties or during personal contacts of the representatives of the Parties.
5. **Agreement** - this Agreement.

§2

[Subject of the Agreement]

1. The Agreement regulates the rules of confidentiality by the Company of Confidential Information provided to the Company or its Representatives in connection with the commencement of the development of UVERA S.A. between the Parties. The obligation to maintain the confidentiality of Confidential Information also applies to other scientific activities of UVERA S.A. resulting from conducted research and development works.
2. The Confidentiality Agreement covers the entirety of the agreement between the Parties with respect to its subject matter and supersedes any prior written or oral agreements, statements or understandings between the Parties relating to confidentiality and Confidential Information.
3. The Company acknowledges that Confidential Information is a business secret of the Disclosing Party within the meaning of Art. 11 of the Act of April 16, 1993 on combating unfair competition (Journal of Laws 2020.0.1913, i.e.).

§3

[Obligations and powers of the Parties]

1. The Company undertakes not to disclose Confidential Information, except to disclose it to the Company's Representatives, to which UVERA hereby agrees, to any other third party for any reason, subject to the exceptions expressly provided in this Agreement.
2. The Company undertakes that the means of communication used by it to receive and store Confidential Information will guarantee the protection of this Information against unauthorized access to third parties, and in particular the Company undertakes that the Confidential Information provided to it in digital form (e.g. computer files in the form of: .pdf, .doc, etc., e-mail messages) or stored by the Website in digital form, will be stored in an IT system that ensures an appropriate level of security of this data and protects against unauthorized access to this Information by persons third.
3. Confidential Information may not be directly or indirectly processed, shared, copied or used by the Company for any purpose or scope other than resulting from the cooperation of the Parties and in any other way than agreed by the Parties, and in particular may not be used to achieve benefits from damage or violation of the interests of UVERA by the Company or its Representatives who have access to Confidential Information, or other entities in which the Company is involved in capital or organization (e.g. by sitting on the bodies of these entities).
4. The Parties agree that the documents or media containing Confidential Information that were provided to the Company remain the property of UVERA.
5. In the event of failure to commence cooperation between the Parties under a specific agreement governing such cooperation, as well as in the event of termination of cooperation or expiry of this Agreement, all Confidential Information and all copies and media thereof will be immediately returned by the UVERA Company, upon its prior written or e-mail request. return them within no more than 14 days from the date of the request or, at the discretion of UVERA, destroyed, in which case the Company is



obliged to send UVERA a written report containing a statement on the fulfillment of the obligation to remove / destroy Confidential Information within the 14-day period indicated above.

6. The cost of destroying and transferring UVERA's confidential information in accordance with sec. 5 above shall be borne by the Company.

§4

[Exceptions]

1. The prohibition of disclosing Confidential Information does not apply to:
 - 1.1. Information that is publicly available in any way without breaching the provisions of this Agreement,
 - 1.2. Confidential Information provided to institutions authorized to receive it on the basis of relevant provisions of law in compliance with the obligation arising explicitly from the provisions of law,
 - 1.3. Providing Confidential Information with the prior consent of UVERA expressed in writing under pain of nullity,
 - 1.4. Information known to the Company at the time of disclosure, which the Company will prove on the basis of materials recorded in writing, not constituting the subject of any objections to disclosure, imposed by a third party,
 - 1.5. Information that has been disclosed to the Company by a third party that has a legal right to make such a disclosure, which will be confirmed by a written document, under pain of nullity,
 - 1.6. Have been obtained or developed by the Company independently of UVERA, which will be confirmed by a written document, under pain of nullity.
2. In the event of the situation referred to in sec. 1 point 1.2. of this section, if possible, immediately after the Company becomes aware of a potential obligation to disclose UVERA's Confidential Information and prior to such disclosure, the Company shall, to the extent legally possible, notify UVERA immediately. In the case specified in sec. 1 point 1.1. The company will disclose to the authorized institution only the information that the institution has explicitly requested.
3. The notification referred to in sec. 2 of this section should indicate the scope of the requested Information, unless disclosure of such information is prohibited by applicable law or the decision of the entity requesting the disclosure of the Information.
4. The Company undertakes to inform all persons who, due to participation in cooperation between the Parties, have access to Confidential Information, and in particular its Representatives, if they participate in cooperation between the Parties and therefore gain access to Confidential Information, and will oblige these persons to comply with the rules set out in the Agreement. The Company is responsible for any breach of obligations under the Agreement by the persons indicated above, as for their own actions.
5. The Company may disclose confidential information to Representatives only on condition that it ensures confidentiality by the Representative under the conditions provided for in this Agreement.
6. Before obtaining Confidential Information, each Company Representative referred to in § 1 sec. 3 c) is obliged to submit a written declaration in accordance with the content of Appendix 1 to this Agreement. The Company undertakes to provide UVERA, at its request, with a list of persons to whom the Confidential Information has been made available, together with copies of the statements referred to in the previous sentence.
7. If the Company uses the advice of specialists in the course of cooperation, which include, in particular, the persons indicated in § 1 sec. 3 d), the Company undertakes to cover any damages resulting from disclosure of Confidential Information by these persons.



§5

[Agreement related deliveries]

1. All notices and deliveries related to the Agreement (unless the Agreement explicitly provides otherwise) will be made using the following addresses:
 - for **UVERA**:
to: Magdalena Jander
email: m.jander@uvera.eu
or another, indicated by UVERA as the delivery address or e-mail, at least 3 (three) business days before sending the notification
 - for **Company**
to:
email:
or another, indicated by Company as the delivery address or e-mail, at least 3 (three) business days before sending the notification.
2. Any notification or other correspondence shall be deemed delivered on the date of delivery, in accordance with the provisions of Polish law. Delivery to the above-mentioned addresses will be deemed effective, unless the relevant Party to the Agreement, by means of a notification delivered to the other Party in accordance with this paragraph, informs in advance about the change of its address.

§6

[Amendments and additions to the Agreement]

1. Amendments and additions to this Agreement shall be made in writing under pain of nullity, unless otherwise provided in its content.
2. If any provision of this Agreement is prohibited by law or a court decides that it is unlawful, invalid or unenforceable, such provision shall be severed to the necessary extent from this Agreement and declared ineffective, if possible without modifying the remaining provisions, and shall not will have no effect on the validity and performance of the remaining provisions of this Agreement. Notwithstanding the foregoing, the Parties will immediately enter into negotiations in order to adjust the ineffective provision of the Agreement to the provisions of the applicable law.

§7

[Supplementary clauses, sanctions]

1. The Company may not transfer any rights and obligations under the Agreement, whether in whole or in part, without the express prior consent of UVERA, otherwise null and void in writing.
2. All Confidential Information, without limitation, will remain the proprietary property of UVERA. Under this Agreement, the Company does not acquire any license or patent or copyright and other intellectual property rights to Confidential Information. Moreover, any disclosure of Confidential Information under this Agreement will not result in the obligation to grant the Company any rights to Confidential Information. Disclosure of Confidential Information may by no means be interpreted as resulting from the granting of a license or other rights to Confidential Information, or the subject of the Disclosure, from which the access to Confidential Information results.
3. In the absence of a separate agreement, this Agreement does not require either Party to provide additional information, provide services outside its scope, or pay for such services. The contract will not be interpreted as an obligation to conclude further contracts, nor does it actually or implicitly establish any further relationship between the Parties.

4. In the event of breach by the Company of any of the obligations set out in this Confidentiality Agreement, it will be obliged to pay to U Vera a contractual penalty in the amount of 250 000 PLN (say: two hundred fifty thousand) for each violation.
5. In the event that the damage suffered by U Vera as a result of a breach by the Company of its obligations under this Confidentiality Agreement exceeds the amount of the contractual penalty specified in sec. 5 above, the Company will be entitled to claim supplementary compensation for actual damages on general terms.
6. The Parties agree that compensation may not be a sufficient remedy to any breach of the terms of this Agreement, and therefore, in addition to compensation, the Disclosing Party's claims may be secured by an injunction or injunction or redress for any actual or anticipated breach. .

§8

[Final Provisions]

1. Neither Party to this Agreement shall be entitled to terminate it, withdraw from the Agreement or otherwise waive the performance of this Agreement. The Agreement is valid for the entire period of cooperation between the Parties and for a period of 3 (three) years from the date of its termination, but not less than 5 (five) years from the date of its conclusion.
2. The Parties act and will act in accordance with all applicable provisions of law, including, but not limited to, the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (Journal of Laws UE. 2016.119.1) and its implementing provisions.
3. If, under this Agreement, U Vera discloses personal data to the Company for the purpose of processing such data on behalf of U Vera, the Company undertakes to implement and apply appropriate technical and organizational security measures, and to act only in accordance with Regulation (EU) 2016 of the European Parliament and of the Council / 679 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 (Journal of Laws UE. of the regulation and in accordance with U Vera's instructions in the field of personal data protection. The Company declares that each person (e.g. employee, persons performing activities under civil law contracts, other persons working for the parties) who will be allowed to process personal data provided by U Vera will be obliged to keep these data secret.
4. Any appendices to the Agreement constitute its integral part.
5. The Agreement was drawn up in 2 (two) identical copies, one for each of the Parties.
6. Any disputes that may arise from this Agreement shall be settled by a common court having jurisdiction over the seat of U Vera.
7. The provisions of this Agreement shall in no way prejudice the provisions of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws 2020.0.1913, i.e.).
8. The Agreement comes into force on the day of its conclusion.
9. The provisions of this Agreement are subject to Polish law and will be interpreted in accordance with it.

Accepted

SIGNED

UVERA
PRESIDENT OF THE MANAGEMENT BOARD

COMPANY

Appendix No 1 to the Confidentiality Agreement

-PATTERN-

Name:

Surname:

Position:

STATEMENT

I, the undersigned, declare that I have been acquainted with the obligation to keep Confidential Information disclosed by UVERA S.A. with headquarters in Łódź (90-151), at ul. Jana Muszyńskiego 2 lok. 3.18. in secrecy, including technical, technological, commercial, financial and marketing data, as well as proprietary, confidential or secret data, to which I will gain access in connection with my cooperation with UVERA S.A.

I hereby undertake to keep the above-mentioned Confidential Information to which I gain access, in the strictest confidence. In particular, I undertake not to disclose, pass on to third parties or otherwise use the above-mentioned data. In addition, I undertake to keep confidential information about the information used security of the above-mentioned data.

Signature:

Date: