

Information Exchange and Non-disclosure Agreement of the EKOTECH Group

("Agreement")

between

EKO-TECH Spółka z ograniczoną odpowiedzialnością spółka komandytowa

**Fabryczna 1b
42-660 Kalety
Polska
NIP: PL 6452543328**

- „EKOTECH” -

and Company (Please enter the complete company name and address)

- „SUPPLIER”

EKOTECH and SUPPLIER — “Partners” —



Information Exchange and Non-disclosure Agreement of the EKOTECH Group

("Agreement")

Recitals

Within the framework of the business relationship ("collaboration") between EKOTECH and the SUPPLIER (hereinafter: the "parties"), the parties expect to disclose to each other confidential information, documents and business and operating secrets. Whereas the parties want to carry out this mutual exchange of information without any hindrances, they hereby conclude the following non-disclosure agreement.

1. The non-disclosure obligation under this agreement covers any business and operating secrets as well as any other confidential information, regardless of the condition of the secrets and information or of the data carrier on which they are stored and regardless of the means by which they become known to the other party (e.g. orally or by phone, in writing, in text form, visually or by any other means) (hereinafter: "confidential information"), disclosed to and/or which become known to the other party. Whenever possible, any documents covered by the non-disclosure obligation and handed over to the other party will be designated as such by a confidentiality remark; however, this designation is not mandatory.

Confidential information can contain, but is not limited to, technical information and technical knowledge, elaborations, processes, inventions, business plans, financial information, calculations, product descriptions, studies, reports, designs and developments, information regarding machinery and equipment, material samples and other objects, and other business information.

2. The parties covenant to maintain strict confidentiality with regard to confidential information and not to disclose any such information to third parties. The parties must act as a minimum with the same diligence they would apply to the protection of their own information. The parties will notify each other immediately of the loss of any confidential documents falling under this agreement or of any confidential information becoming known without authorisation.
3. In particular, the parties will disclose confidential information solely to those employees who must receive the information owing to their work activities and who for their part are obligated to confidentiality by employment contracts or by separate non-disclosure agreements which survive the termination of the employment relationship. Upon request, the other party shall present verification of the existence of such a binding agreement with the relevant employee. The disclosure to employees of companies affiliated with the pertinent party is also permitted. In this respect, the obligations pursuant to this non-disclosure agreement are also binding on the relevant group and their employees. The disclosure is lawful solely under this condition.

Should one of the parties be requested or obligated to disclose confidential information from the other party by a court or government authority, the party subject to the request or obligation will immediately notify the other party so that the latter has an opportunity to prevent the disclosure in whole or in part.

4. The non-disclosure obligation will lapse if and when the confidential information was previously known to the other party, or was previously known or generally accessible to the general public, or retroactively becomes known or accessible to the other party or the general public through no fault of the other party; the onus of proof in each case is on the other party. This non-disclosure obligation does not apply in particular to any confidential information that
 - a) was already in the public domain at the time of the handover;
 - b) enters the public domain after the handover without breach of this agreement;



Information Exchange and Non-disclosure Agreement of the EKOTECH Group

("Agreement")

- c) was previously known to the receiving party without being the subject of any other agreed nondisclosure obligation of the parties;
- d) is disclosed to a party by a third party who is not subject to a non-disclosure obligation.
5. Each of the parties will surrender to the other party upon first request any written confidential information it has received, provided that there are not any contractual claims or legal obligations to retain the information. To this extent, the receiving party may not prepare copies or other duplicates. Rights of retention may not be asserted. The handover of confidential information to the other party shall not be construed in any manner as the granting of any rights in favour of the other party. Equally, this agreement shall not be construed as establishing any claims to the conclusion of contracts. The assumption of any warranties or liability is not tied to the disclosure of confidential information pursuant solely to this agreement. The obligation to surrender (or destroy) pursuant to this Section 5 does not apply to automatically created electronic backup copies for which a return (or destruction) is either technically not possible or cannot be realized at economically reasonable cost. Irrespective of the regulation in Section 8, this confidential information shall be treated in confidence for the entire duration of the archiving pursuant to this agreement.
6. The disclosure of confidential information and the provision of the corresponding documents shall not establish any entitlements of any nature to industrial property rights, know-how or copyrights of the party disclosing the information or providing the documents. The parties are in agreement that the disclosure or provision of confidential information shall not constitute prior publication and shall not establish any prior utilisation right within the sense of the Patent Act or the Utility Model Act. If and when the collaboration gives rise to any industrial property rights, the party responsible for the underlying developments shall be entitled to these rights. If and when the parties both contributed to the development, the parties shall be jointly entitled to the industrial property rights. In this case, the details will be regulated in an agreement which will be concluded separately.
7. If and when the provisions of this agreement are in conflict with other agreements between the parties related to the same subject, the provisions of this agreement shall prevail. Amendments of and modifications to this agreement shall not be binding on the parties unless in writing and shall not enter into effect until they have been confirmed by the legally binding signatures of the parties. This requirement of written form may be waived solely by written agreement.
8. This agreement shall become effective upon being signed by both parties, and its term shall be for the duration of the collaboration. The non-disclosure obligations and limited use of the information received from the other party shall survive the termination of this agreement for a period of five (5) years.
9. Should single provisions of the above sections or parts of these sections be null and void, the agreement as a whole will remain effective; either the statutory provision or (if a pertinent statutory provision does not exist) a regulation which the parties would have legally agreed in good faith if they had been aware of the invalidity of the provision shall become effective in lieu of the null and void provision.

**Information Exchange and Non-disclosure Agreement
of the EKOTECH Group**

("Agreement")

10. The parties agree that this agreement shall be governed by Polish law, excluding application of the UN sales conventions. If the agreement is concluded by one of our subsidiaries or group undertakings that maintains its registered office outside of Poland, the national law in effect at the registered office of the subsidiary concluding the agreement is instead the proper law.

Unless otherwise agreed, venue for any and all legal disputes arising from or in the context of this agreement shall be the venue of the registered office of the defendant in each case.

Terms and Conditions of Purchasing of the EKOTECH Group apply. However, the terms and conditions of this agreement shall prevail.

Place/Date/legally binding signature with company stamp (Supplier)

Name in printed letters

Place/Date/legally binding signature with company stamp (EKOTECH)

Name in printed letters

