

## NON-DISCLOSURE AGREEMENT

Concluded on ..... by and between:

1. **VIGO Photonics S.A.** with the registered office in Ożarów Mazowiecki, ul. Poznańska 129/133, 05-850 Ożarów Mazowiecki, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under KRS (registration number): 0000113394, NIP (tax identification number): 5270207340, REGON (statistical number): 010265174, in confirmation of which it encloses a current copy from the Register of Entrepreneurs of the National Court Register, with the share capital of PLN 729 000.00 (paid up in full) represented by

Adam Piotrowski – President of the Management Board or

Łukasz Piekarski – Member of the Management Board hereinafter referred to as the "Company",

2. ....  
.....  
.....  
represented by

.....  
hereinafter referred to as the "Counterparty",  
hereinafter jointly referred to as the "Parties" and each of them individually as the "Party".

Whereas the Parties declare their intention to cooperate within the scope of (specify the subject matter of cooperation) (hereinafter referred to as the "Project"), in connection with which each Party may gain access to Confidential Information of any of the Parties constituting a particularly significant value for them, the Parties have agreed as follows:

### §1

1. Whenever the Agreement refers to confidential information (hereinafter: "Confidential Information"), it shall be understood to mean any information or data concerning the Parties' activities, in particular personal data or organizational, financial, legal, business or technical information, including information concerning the scope of cooperation, know-how or other information of economic value, as well as information obtained as a result of the analysis or processing of the information provided, regardless of the manner of its disclosure to a third party who is a contractor or who acts on behalf of the Company (including in writing, orally or by any other means).

2. The classification of information as Confidential Information under this Agreement does not require that it be marked "Confidential Information" or with any other symbol or indication, nor does it require that the Parties reserve its confidentiality or take any measures to protect it.

3. The following shall not be considered Confidential Information:

- information or data which is or has become a part of public domain otherwise than as a result of a breach of the present Agreement or applicable law;
- information or data which will be disclosed by either Party upon the prior written consent of the other Party;
- information or data which the Parties would be obliged to disclose under mandatory provisions of law, in which case the Parties shall immediately notify each other thereof.

### §2

1. The Parties shall undertake all measures necessary to maintain the confidentiality of the Confidential Information, and in particular they shall:

2. keep the Confidential Information in confidence and protect it using the same standard of care that they apply to protect their own business secrets;

a. not disclose the Confidential Information to any unauthorized persons, including any third parties, nor to the employees or business associates of the Parties, any entities affiliated with the Parties or their representatives who are not directly involved in the implementation of the Project;

b. take all actions, in particular by giving appropriate instructions regarding the handling of Confidential Information to the Parties' employees and business associates, affiliated entities of the Parties or their representatives; the Parties shall be liable for the acts or omissions of such persons as for their own acts or omissions;

c. not use Confidential Information in any manner whatsoever, in particular in the Parties' business activities;

d. not copy, record or reproduce any Confidential Information acquired by the Parties in any manner whatsoever for purposes other than those connected with the performance of this Agreement.

e. The Parties undertake that in the event of cooperation with third parties in the performance of services under agreements concluded between the Parties, the agreements with third parties and the rules of cooperation shall also impose an obligation on third parties to keep Confidential Information referred to in § 1 of this Agreement secret with at least the same level of protection as provided for in this Agreement.

3. The Parties shall notify each other immediately, however no later than within one calendar day, of any breach of their confidentiality obligation under this Agreement.

### §3

1. This Agreement shall enter into force on the date on which it is executed by both Parties.

2. The confidentiality obligation related to the Confidential Information pertaining to the Parties shall be binding for the period of 5 years from the date of signing the Agreement and shall also apply to information obtained by the Parties prior to concluding this

Agreement in the course of negotiations conducted between the Parties within the scope of cooperation.

3. In particularly justified cases, i.e. \_\_\_\_\_ it is possible to extend the period stipulated in Section 2 of this Article by 3 years since the moment of terminating the Agreement.

#### §4

1. The Parties acknowledge that a breach of this Agreement by a Party may cause irreparable damage or damage for which monetary compensation will not be fully sufficient, and therefore the Party who has disclosed Confidential Information and whose Confidential Information is affected by the breach shall be entitled to seek injunctive relief as well as any other remedy.

2. A breach of the confidentiality obligation rules concerning Confidential Information hereunder shall also be deemed to have been committed if committed by any entity with a personal or capital relationship with the Parties, including in particular their employees and business associates.

#### §5

1. The Parties agree that communications relating to the performance of this Agreement shall be made in writing or by e-mail to the following addresses:

a. for VIGO Photonics S.A.:

• address: ul. Poznańska 129/133, 085-850 Ożarów Mazowiecki;

• contact person:

.....;

• contact person's e-mail address:

.....;

b. for the Counterparty:

• address:.....;

.....;

• contact person:

.....;

• contact person's e-mail address:

.....;

#### §6

1. The Parties shall endeavor to resolve amicably any disputes arising in the course of and in connection with the performance of this Agreement.

2. In the event the application of Section 1 of the present Article is not possible or has not led to the expected results, any disputes arising in the course of and in connection with the performance of this Agreement shall be settled exclusively by the Polish common court having jurisdiction over the registered office of the Company.

3. This Agreement shall be governed by Polish law.

#### §7

1. Confidential Information shall remain the sole property of the Parties. Disclosure of Confidential Information to the Parties shall not imply any rights in the Confidential Information other than the right to use it in accordance with the present Agreement.

2. This Agreement concerns the use and non-disclosure of Confidential Information; sharing of the Information between the Parties does not entail the establishment of a business relationship

nor shall it be construed as granting any right or license or establishing any relationship between the Parties.

3. Amendments to the provisions of the Agreement shall be made in writing under the penalty of nullity.

4. If any provision of the Agreement is found by a competent court to be invalid or unenforceable, the Agreement, together with all other provisions, will remain in full force and effect as if that invalid or unenforceable provision had never been part of the Agreement.

5. If the Agreement has been concluded in the Polish and English language version and there are any discrepancies between the versions, the Parties agree that the Polish language version shall prevail.

6. The present Agreement has been drawn up in two counterparts, one for each of the Parties.

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On behalf of VIGO Photonics S.A.      On behalf of the Counterparty