

NON-DISCLOSURE AGREEMENT

entered into on 2024 r. in between:

.....
.....
.....

hereinafter referred to in the Agreement as the "**Partner**"

and

Green Energy PL Sp. z o.o., with its registered office at ul. Daszyńskiego 2b, 00-843 Warsaw, KRS 0000977997, NIP 5273007481, REGON 522369014, represented by Tadeusz Męciński – President of the Management Board, hereinafter referred to in the Agreement as "Green Energy PL"

The Partner and Green Energy PL may be referred to interchangeably, collectively, or individually in the rest of the Agreement as the "**Party**" or the "**Parties**".

In connection with the Parties' desire to enter into cooperation (hereinafter referred to as the "**Cooperation**"), each Party may gain access to the Confidential Information of the other Party, which the Parties intend to protect as specified in this Agreement.

§ 1

This Non-Disclosure Agreement (hereinafter referred to as the "**Agreement**") sets forth the terms and conditions for the disclosure, use, and protection of Confidential Information (hereinafter referred to as "**Confidential Information**") as defined in § 2 below, mutually exchanged by the Parties for the purpose of cooperation in improving the energy efficiency of facilities, technical devices, or installations used in industrial, energy, telecommunications, or IT processes, as auxiliary devices or installations for the delivery/production of electricity, heat and/or cooling, the construction of renewable energy installations, and BSE power plants. This includes, in particular, Confidential Information exchanged during any discussions, negotiations, agreements, and correspondence between the Parties related to the Cooperation, as well as during such Cooperation, if established.

§ 2

1. Confidential Information refers to all information that the Parties will exchange in connection with the Cooperation. In particular, Confidential Information will be considered to include all written, oral, or recorded information related to a Party's activities, including but not limited to economic, technical, know-how, commercial, organizational, financial, legal, employee-related information, information concerning the distribution network, sources of procurement, tooling, plant layouts, production, processing, and assembly processes, procedures and know-how, costs, component testing techniques, statistical methods of process control, and quality control

processes, and other information that may have economic value, regardless of the manner in which it has been made available to the other Party within the scope of the Cooperation.

2. Under this Agreement, each Party will disclose to the other Party only such Confidential Information as it deems necessary for the execution of the Cooperation. In the event that information other than that necessary for the purposes of the Cooperation is disclosed, such information will also be treated as Confidential Information.

3. All restrictions on the disclosure or use of Confidential Information contained in this Agreement do not apply to Confidential Information that:

- a) are or become publicly available in any manner without a breach of this Agreement,
- b) are disclosed by one of the Parties after obtaining prior written consent from the other Party,
- c) Party is obligated to disclose based on mandatory legal provisions; however, in such a situation, the Party is obliged to promptly inform the other Party of this fact.

§ 3

1. Each Party:

- a) agrees to keep confidential all information concerning the activities of the other Party, especially those referred to in § 2, disclosed by the other Party,
- b) will not use, adapt, modify, or apply the disclosed Confidential Information for purposes other than the execution of the Cooperation,
- c) will require its employees and collaborators involved in the execution of the Cooperation to adhere to the principles of protecting Confidential Information by ensuring these individuals exercise the same level of diligence used to protect the trade secrets of that Party,
- d) may copy the Confidential Information received from the other Party only to the extent necessary for the execution of the Cooperation, appropriately marking each copy with the clause "confidential",
- e) in the event that the Cooperation is not established, interrupted, or terminated, will promptly destroy, at its own expense, all materials containing any Confidential Information along with all copies in its possession, including those held by, in particular, members of the Management Board, senior management, employees, advisors, contractors, and subcontractors, with the option to retain one copy due to legal requirements; in the case of an explicit request by a Party, the other Party will promptly return the provided materials containing Confidential Information.

2. Each Party has the right to disclose Confidential Information only to the extent necessary:

- a) to employees and managers employed in entities within the Party's capital group who are involved in the Cooperation, as well as for internal reporting purposes within the Group,
- b) to external advisors (e.g., legal and financial) provided that these advisors are obligated to maintain confidentiality either by law or by an agreement with the Party disclosing the Confidential Information.

§ 4

1. Under this Agreement, no rights, including proprietary copyrights, to the Confidential Information are transferred, and no license is granted, particularly in relation to any invention, patent, copyright, or other intellectual property rights. Any agreement transferring proprietary copyrights,

license, or other agreements concerning intellectual property rights must be expressly granted in writing.

2. If the execution of the Agreement involves any operations on personal data, the Parties agree to comply with the applicable data protection laws, specifically the provisions of the 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), as well as the provisions of the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018, item 1000, as amended).

§ 5

1. In the event of a breach of the aforementioned rules regarding the disclosure, use, and protection of Confidential Information, the Party agrees to pay the other Party a contractual penalty of 50,000.00 PLN (in words: fifty thousand złotych) for each breach, within 7 days from the date of delivery of the payment demand to the Party.

2. The stipulated contractual penalty does not exclude the possibility of seeking compensation exceeding the amount of the penalty under general principles.

3. A breach of the confidentiality rules set forth in this Agreement will also be considered to have occurred if any entity personally or financially associated with one of the Parties to this Agreement, including in particular an employee or collaborator of the Party, commits the breach.

§ 6

1. This Agreement enters into force on the date it is signed by both Parties.

2. The obligation to maintain the confidentiality of the Parties' Confidential Information applies to information obtained by a Party prior to the signing of this Agreement during negotiations concerning the Cooperation, and remains in effect throughout the term of the Agreement, as well as for a period of 2 years after its execution, expiration, termination, withdrawal, or cancellation.

§ 7

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

2. If the application of paragraph 1 of this section is not possible or does not lead to the expected results, any disputes arising during and in connection with the performance of this Agreement shall be resolved by the court having jurisdiction over the registered office of Green Energy PL.

§ 8

1. The Parties declare that if any provisions of the Agreement are found to be invalid, this shall not affect the validity of the remaining provisions, unless the circumstances indicate that the Parties would not have entered into the Agreement without the provisions affected by invalidity. The invalid provisions shall be replaced by other valid provisions to achieve the economic purpose of the Agreement.

2. Amendments to the provisions of this Agreement must be in writing to be valid, under penalty of nullity.

3. Matters not regulated by this Agreement shall be governed by the applicable provisions of law.

4. This Agreement has been drawn up in two identical copies, one for each Party.

for Green Energy PL