

CONFIDENTIALITY AGREEMENT

concluded on by and between:

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

telethon:.....

e-mail:.....

Hereinafter referred to as the "**PARTNER**" in the Agreement,

and

Green Energy PL Sp. z o.o. - Energy Group

z siedzibą przy ul. Daszyńskiego 2b, 00-843 Warszawa, KRS: 0000977997, NIP: 5273007481, REGON: 522369014,
represented by: Tadeusza Męcińskiego – President of the Management Board,

Hereinafter referred to as "**GE PL**" in the Agreement,

PARTNER and **GE PL** may be interchangeably, jointly or separately, hereinafter referred to as the "Party" or "Parties" depending on the context.

§ 1

Preamble

Considering that:

- The Parties intend to cooperate (hereinafter: Cooperation) in the scope of improving the energy efficiency of facilities, technical devices or installations used in industrial, energy, telecommunications and IT processes, as devices or auxiliary installations for the process of supplying/generating electricity, heat and/or cooling. , construction of renewable energy installations and BSE Power Plant,
- All information, documentation, data, legal models, business concepts, draft contracts and technological information provided by the entities of the Green Energy PL Group and their cooperating Partners in the field of business activities, BSE implementation and improvement of energy efficiency of industrial plants and RES installations are unique and copyright, the Partner/Person and his associates may not transfer this information and data to other persons/business entities without the written consent of Green Energy PL,
- In connection with the planned cooperation between the Parties, each Party may gain access to the other Party's confidential information, which information the Parties intend to protect in the manner specified in this Agreement.

The Parties agree as follows:

§ 2

Subject and Purpose of the Agreement

1. This confidentiality agreement (hereinafter: **Agreement**) determines the principles and conditions which govern the disclosure, use and protection of mutually exchanged confidential data (hereinafter: **Confidential Data**),

described in § 3 below, disclosed by one Party to the other for the purpose of Cooperation between the Parties, as referred to in the Preamble, in particular, Confidential Data exchanged by way of/during any talks, negotiations, agreements and correspondence between the Parties in relation to the Cooperation, as well as in the course of the Cooperation, if it is established.

2. This Agreement may not be considered or interpreted as an obligation created by the Parties for either Party to conclude any agreements nor to establish a joint-venture entity, association, company or another formal business organization in the future, nor to establish an agency relationship. Disclosure of Confidential Data on the basis of this Agreement shall not constitute an offer, acceptance or promise of any future agreement, nor a change of any existing agreements.

§ 3

Confidential Information

1. Confidential Information shall mean any information that the Parties will exchange in connection with the Cooperation.

2. Confidential Information may not be used for purposes other than those specified in the Agreement.

3. For the purposes of this Agreement, Confidential Information shall include, in particular, all written, oral, or recorded information relating to the activities of the Party, in particular economic, technical, know-how, commercial, organizational, financial, legal, personnel, relating to the distribution network, sources of acquisition, equipment, plant plans, production processes, processing and assembly, procedures and know-how, costs, component testing techniques, statistical process control methods, quality control processes, and other information of economic value, regardless of how they were provided to the other Party in the context of Cooperation.

4. Under the Agreement, each Party shall only provide the other Party with those Confidential Information deemed necessary for the implementation of the Cooperation. In the event of disclosure of other information than those necessary for the purposes of Cooperation, they shall also be treated as Confidential Information.

5. Upon request of each Party, the transfer of Confidential Information shall be documented by an appropriate protocol.

§ 4

Obligation of Confidentiality

1. Each Party:

a) undertakes to keep confidential any information concerning the operation of the other Party, in particular, the information referred to in § 3, disclosed by the other Party,

b) shall refrain from using, adapting and changing Confidential Data disclosed for purposes other than the Cooperation,

c) shall oblige its employees and collaborators (including associated entities and subcontractors) involved in the Cooperation to comply with the principles of protection of Confidential Data by ensuring the same level of due care as is exercised to protect the Party's trade secrets;

d) can only copy Confidential Data received from the other Party in the scope necessary for the Collaboration, while marking each copy appropriately with the "confidential" clause,

e) shall be prohibited from disclosing confidential information received from the other Party to any third parties (i.e. any person who is not a party to this Agreement) without obtaining prior written consent from the other Party, subject to item c) above, cl.2 below, and § 5 cl. 1;

f) shall immediately destroy, at its own cost, all materials containing any Confidential Data with all copies held by the Party or by, in particular, Members of the Management Board, management staff, employees, advisors, contractors and subcontractors if the Cooperation is not established, is terminated or ceases, while it shall be possible to keep one copy for legal reasons; in case of an explicit request of one Party, the other Party shall immediately return all materials received which contain Confidential Data.

2. Each Party is entitled to disclose Confidential Information, in the necessary scope to:

- a) employees and managers employed in the entities in the capital group of the Party, who are engaged in Cooperation and for the purposes of reporting within the group;
- b) external advisors (e.g. legal and financial), under condition that the advisors are bound by confidentiality obligation by acts of law or by the virtue of agreement signed with the Party disclosing Confidential Information.

§ 5

Limitation of the Obligation of Confidentiality

1. All limitations on the disclosure or use of confidential information contained in this Agreement do not apply to confidential information that:

- a) became publicly available without breach of this Agreement,
- b) were previously in the possession of the Party or obtained legally from other sources or were explicitly exempted from the restrictions provided by this Agreement by the Party providing the Confidential Information,
- c) must be disclosed pursuant to legal regulations or at the request of courts or competent public administration authorities, provided that the Party providing the confidential information has been informed of the necessity of such disclosure, and the Party that must disclose it has taken all permissible measures to ensure that the confidentiality of this information is also maintained after its disclosure.

2. The Parties undertake not to make any public announcements, advertisements, or transmit messages related to this Agreement or actions taken in connection with joint ventures without the prior consent of the other Party.

§ 6

Other Rights and Obligations of the Parties Related to the Obligation of Confidentiality

1. Each Party shall be obliged to immediately inform the other Party in writing in case of each detected:

- a) breach of the obligation to maintain confidentiality of Confidential Data by the Party or any other party;
- b) suspicion that Confidential Data may have been disclosed, shared or used without authorization;
- c) loss, theft or unauthorized destruction of media, documents and other materials containing Confidential Data.
- d) At each request of either Party, the other Party shall be obliged to return all materials, information and documents constituting Confidential Data immediately, however, no later than within 7 (seven) days from the request submission.

§ 7

Right to Information, Personal Data Protection

1. No rights, including proprietary copyrights to Confidential Data shall be transferred on the basis of this Agreement, in particular, no license is granted in relation to inventions, patents, copyrights or other intellectual property rights. Any agreements on the transfer of proprietary copyrights, licenses or other agreements relating to intellectual property rights must be concluded explicitly in writing.

2. If performance hereof will be connected with any operations on personal data, the Parties undertake to act in compliance with regulations in force concerning personal data protection, i.e. in particular with the regulations of Regulation of the European Parliament and of the Council (EU) 2016/679 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 (General Data Protection Regulation) and act of 10 May 2018 of personal data protection (O.J. 2018, item 1000 as amended).

§ 8

Liability

1. A party that breaches the obligation of confidentiality arising from this Agreement shall bear full and unlimited liability towards the other Party, in accordance with the principles specified by the applicable law, for any damages

resulting from the disclosure of Confidential Information, including damages arising from the actions or omissions of its representatives, employees, and collaborators (including affiliated companies and subcontractors).

2. Each identified breach by one Party of the provisions of the Agreement as mentioned in paragraph 1 imposes an obligation on that Party to pay a contractual penalty to the other Party in the amount of PLN 50,000.00 (in words: fifty thousand zlotys).

3. In the event of a breach by one Party of the provisions of the Agreement as mentioned in paragraph 1, which has led to incurring losses exceeding the amount of the contractual penalty, the Party is allowed to seek additional damages on general principles, particularly encompassing actual losses and lost profits that the other Party could have gained if the breach had not occurred.

§ 9

Severability Clause

1. The Parties acknowledge all provisions of the Agreement as valid and binding. However, if any provision of the Agreement is or becomes invalid or unenforceable, it does not affect the validity of the remaining provisions of this Agreement, unless the Parties would not have entered into the Agreement without those provisions, and it is not possible to amend or supplement the Agreement as specified in paragraph 2 below.

2. In the event that any provision of the Agreement is or becomes invalid or unenforceable, the Parties are obligated to promptly amend or supplement the Agreement in a manner that reflects as faithfully as possible the intent of the Parties expressed in the provision that has been deemed invalid or unenforceable.

§ 10

Agreement Validity Term

1. This Confidentiality Agreement shall be effective throughout the Cooperation period as well as for a period of 3 (three) years after its termination.

2. In the event of conclusion by the Parties of an agreement resulting from the conducted Cooperation, the Parties shall be bound by the provisions of this Agreement for the duration of the agreement binding them, as well as for a period of 3 (three) years after its termination.

3. Termination of Cooperation does not release the Parties from the obligation to maintain the confidentiality of the entrusted Confidential Information on the terms specified in this Agreement, regardless of the cause of such event.

§ 11

Final Provisions

1. Any amendments and supplements to this Agreement must be agreed-upon by both Parties and made in writing, otherwise they are null and void.

2. This Agreement shall be governed by the Polish law.

3. Any disputes arising from the performance of this Agreement shall be settled by a common court of competent jurisdiction for the registered office of Green Energy PL

4. This Agreement was drawn up in two identical copies, one copy for each Party, in Polish and English. In case of discrepancies, Polish text shall be binding.

5. The persons signing this Agreement on behalf of the Parties declare that they have been duly authorized to make statements of will and to enter into commitments on their behalf.

za/for

za/for **Green Energy PL**

.....

.....