

Non-Disclosure Agreement

This Non-Disclosure Agreement („Agreement”) is entered into and between the supplier and the buyer referred individually as „Party” or collectively as „Parties”, in order to establish mutual relationship related to confidential data transfer, in regards of delivery of goods and services to Nowy Styl Sp. z o.o. and its subsidiaries and related companies, full list of subsidiaries and related companies are available at: [link](#) (collectively referred to as Nowy Styl). Pointing to the above, Parties agree as follows:

1. Definition of Confidential Information

- 1.1. The term confidential information, within the meaning of this Agreement, means all commercial, economical, financial, legal, trade, organisational information, technical and personal data or any other information of each and every economical value, related to the Nowy Styl Sp. z o.o. and its subsidiaries and related companies, and not widely available for the Third Party, obtained during negotiations or cooperation with the Nowy Styl regardless of the form and source of its transmission or consolidation.
- 1.2. Confidential information, within the meaning of this Agreement, pertain especially to all the data on the Nowy Styl irrespective of being protected by patent or any other protective law, including data applying to: know-how, products, manuals, instructions, documentation, production processes, or any other data which may become available during cooperation.
- 1.3. Confidential information, within the meaning of this Agreement, does not require indication as „confidential information”, neither symbol or mark, nor confidential stipulation or undertaking any measurements aiming to its protection by the Nowy Styl.

2. Nondisclosure of Confidential Information

- 2.1. Pursuant to this Agreement, the supplier is obliged to keep in secret all confidential information respecting the Nowy Styl.
- 2.2. Obligation of confidentiality concerns not only the supplier, but also its employees, coworkers, contractors, subcontractors and any other people or affiliates legally or operationally related to the supplier, acting together with the supplier or as his performers. The supplier is obliged to undertake all necessary measurements with reference to afore mentioned persons to act in accordance to this Agreement, as well as is responsible for protecting and preserving confidentiality by the above mentioned persons, as for his own actions, on the principles set out in this Agreement.
- 2.3. **As a part of commitment to keeping confidentiality, the supplier is obliged to undertake all necessary measurements in order to keep all confidential information away from unauthorised persons. The supplier is especially obliged to:**
 - keep confidential information in secret and protect it at the same degree of care like his own trade secret,
 - protect confidential information from stealing or from unauthorised access,
 - immediately notify the Nowy Styl of each case of breach of the undertaking concerning confidential treatment resulting from this Agreement,
 - once negotiation or cooperation is completed, as well as for each notice of the Nowy Styl, the supplier is obliged to promptly return or destroy all provided materials or mediums including confidential information.

3. Contractual Penalties

- 3.1. If the supplier violates the provisions pursuant to this Agreement, the supplier is bound to pay the Nowy Styl Sp. z o.o. or its subsidiaries and related companies stipulated contractual penalty amounting to
for each case of infringement.

3.2. Nowy Styl reserves the right to seek additional compensation exceeding the amount of the stipulated contractual penalty, according to general principles.

4. Effective Date, Term, Termination and Period of Confidentiality

4.1. This Agreement shall remain in force for ten years without the right of earlier termination, and shall continue in force thereafter for indefinite period.

4.2. The obligation to respect confidentiality of information pursuant to this Agreement is binding either during negotiations or cooperation with the Nowy Styl, further, after negotiation or cooperation is completed or finished.

4.3. Any and all confidential information shall remain the exclusive property of the Nowy Styl.

4.4. This Agreement shall be governed by and construed in accordance with the Polish law, excluding its rules regarding conflict of laws. The Parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in a court of competent jurisdiction of Polish courts.

4.5. In the event of a dispute between Parties regarding conclusion or performance of this Agreement, the Parties are obliged to undertake negotiations and resume dialogue with a view to finding an amicable settlement of this dispute. If amicable solution cannot be found, the competent court of Nowy Styl Sp. z o.o. place of residence has jurisdiction.

4.6. Any amendment to this Agreement shall only be made in writing under clause of nullity.

4.7. If the Agreement has been concluded in Polish and English version, and if there are any differences between them, the Parties agree that Polish interpretation of the Agreement is decisive.

4.8. This Agreement has been prepared in **two** equal copies, one for every contracting Party.

Buyer

Nowy Styl Sp. z o.o.
Ul. Pużaka 49
38-400 Krosno, Poland
KRS: 0000077550
Regional Court in Rzeszów,
Tax Id. No.: PL6840009302
BDO: 000002954

Represented by:

Vice-President of the Board
Director of Investment and Global Procurement
Jerzy Krzanowski

Proxy

Piotr Korzeniowski

Supplier

Represented by:
