

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

("Agreement") made by and between:

- 1) **InterPhone Service Sp.z.oz.o.** with its registered office in ul. Inwestorów 8, 39-300 Mielec , Poland, entered into the register of entrepreneurs of the National Court Register, maintained by the District Rzeszow Economic Division of the National Court Register under KRS number 0000328887, NIP (tax identification number): 9661989952, with a share capital of PLN 50000 fully paid represented by:

Paweł Sokołowski – Proxy
Rafał Gospodarczyk- Vice President for Finance

hereinafter referred to as "IPS"

and

- 2) [●], a corporation organized and existing under the laws of [●], with a registered office at [address to be completed], duly represented by:

[●]

hereinafter referred to as the "Company"

(each referred to as a "Party" and collectively as the "Parties")

WHEREAS:

1. IPS and the Company wish to establish discussions/negotiations and/or enter into an agreement concerning a possible cooperation between them in relation to [●] (hereinafter referred to as the "Purpose"); and
2. In the course of such discussions and cooperation, it may become desirable or necessary for the Parties to disclose to each other certain technical or business information of a proprietary or confidential nature; and
3. The Parties hereto are willing to provide for the conditions of such disclosure of confidential information and the rules governing the use and protection thereof; and
4. The conditions set out in the Agreement shall apply also to the information disclosed in case where an agreement on cooperation is made between the Parties.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definition of Confidential Information

The term "Confidential Information" used in this Agreement shall mean any and all technical and non-technical information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), constituting a business secret of the Disclosing Party within the meaning of the Article 11 section 4 of the Act of 16 April 1993 on combating unfair competition (Journal of Laws 2003, No. 153, item 1503 as amended), including any and all technical, technological, commercial and/or organizational information and/or documents of the Disclosing Party as well as any information of any economic value, which is not publicly available, regardless of the Disclosing Party undertaking any actions required to keep such information confidential. Confidential Information shall also mean any other information not constituting a business secret, disclosure of which, however, may cause damage to the Disclosing Party.

2. Obligations regarding Confidential Information

- 2.1. The Receiving Party undertakes that, for the term of this Agreement and a period of three (3) years after its expiration or termination:

- (i) It shall protect the Confidential Information of the Disclosing Party by using the same degree of precaution and care as it uses to protect its own confidential or proprietary information, but in any case no less than reasonable care justified with regard to the character of such information. For this purpose, the Receiving Party undertakes to take all necessary steps to prevent the Confidential Information of the Disclosing Party from being disclosed, directly or indirectly, to third parties, except for the affiliated companies (the “**Affiliated Companies**”) of the Receiving Party, if any, to whom the Receiving Party shall be entitled to disclose the Confidential Information. Any and all the Affiliated Companies of each Party are listed in the Schedule 1 to the Agreement; the terms commencing with capital letters in the Schedule 1 shall have the meanings ascribed to them in the Agreement. The Receiving Party shall be fully liable for any acts and omissions of its Affiliated Company.
- (ii) The Confidential Information shall be disclosed internally only to those members of staff of the Receiving Party or Affiliated Companies who have an absolute need to know such information with regard to the Purpose and who are bound by confidentiality obligations contained herein; the Receiving Party shall be responsible for any breach of the terms of this Agreement by its staff and the staff of Affiliated Companies; for avoidance of any doubt, the Parties agree, that the term staff (the “**Staff**”) of the Receiving Party or the Affiliated Company shall mean any and all persons performing its duties towards the Receiving Party or the Affiliated Company respectively on the basis of employment agreements or any civil law agreement as well as any of their agents, advisors, consultants, etc.
- (iii) The Confidential Information shall not be used, totally or partially, for any purpose other than the Purpose, without a prior written consent of the Disclosing Party;
- (iv) The Confidential Information shall not be copied, nor otherwise reproduced nor duplicated in whole or in part unless such copying, reproduction or duplication are strictly necessary for the Purpose or specifically authorized by the Disclosing Party;
- (v) Unless otherwise authorized in writing by the Disclosing Party, the Confidential Information shall not be altered, modified, adapted, nor any derivative works, translations or any similar works shall be created on its basis by the Receiving Party,

2.2. The Receiving Party shall:

- (i) Inform its Staff and the Staff of Affiliated Companies having access to Confidential Information about the confidential nature of Confidential Information and obligations of the Party under the Agreement;
- (ii) Guarantee that its Staff and the Staff of Affiliated Companies having access to Confidential Information comply with the obligations of the Party under the Agreement;
- (iii) Not disclose the fact of entering into negotiations or commencing the cooperation referred to in Section 1 of the recitals to any third party;
- (iv) Immediately inform the Disclosing Party of any unauthorized use or disclosure of its Confidential Information and hereby undertakes to assist the Disclosing Party in remedying any such unauthorized use or disclosure.

3. Exclusions from Non-disclosure and Non-use Obligations

The obligations specified in Section 2 shall not apply to Confidential Information with respect to which the Receiving Party can prove that:

- (i) It has been lawfully received from a third party without any breach of any non-disclosure and/or confidentiality obligation; or
- (ii) It was developed by the Receiving Party independently, i.e. without reference to any Confidential Information, or

- (iii) It has been disclosed by the Receiving Party upon a prior written consent of the Disclosing Party; or
- (iv) It has been a case of permissible disclosure, as stipulated in Section 4 below.

If only a part of any Confidential Information of the Disclosing Party falls within one or more of the foregoing exceptions, the remainder shall continue to be subject to the prohibitions and restrictions set out in Section 2 hereof.

4. Permissible Disclosure

Confidential Information may be disclosed if such disclosure is required by law, in response to a valid order of a court or a governmental body provided, however, that the Receiving Party obligated to disclose such Confidential Information will notify the Disclosing Party of such order as soon as practicable (if allowable by the law) and will reasonably and in accordance with legal provisions cooperate to enable the Disclosing Party to contest such order and/or to minimize the negative effects of any such disclosure.

5. Ownership of Confidential Information and Other Materials

5.1. The Parties agree that the disclosure and provision of any Confidential Information may in no event be interpreted as expressly or implicitly granting any right to the Receiving Party (whether by means of a license or otherwise) in respect of the Disclosing Party's Confidential Information or any Derivatives thereof, as defined below.

5.2. For purposes of this Agreement "Derivatives" shall mean:

- (i) With regard to works protected by copyright - any translation, abridgement, or other form in which an existing work may be recast, transformed or adapted, including any software program (in object or in source code form) deriving from the Confidential Information or any part thereof, disclosed to the Receiving Party;
- (ii) With regard to patentable or patented works - any improvement thereof; and
- (iii) With regard to materials protected by trade secrecy - any new materials derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secrecy.

5.3. On the Disclosing Party's request all Confidential Information and copies thereof must be promptly returned to the Disclosing Party, or it must be certified in writing that such Confidential Information have been destroyed if the Disclosing Party so demands. The same applies to all materials (including without limitation documents, drawings, models, apparatus, sketches, designs and lists) furnished to the Receiving Party.

5.4. For avoidance of any doubt, the Parties hereby confirm that nothing in this Agreement shall result in the Disclosing Party transferring any right to the Confidential Information to the Receiving Party. The right to the Confidential Information shall accrue to the Party, whom the Confidential Information concerns.

6. No Assignment

6.1. Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld. Any assignment made in breach of this Section 6 shall be null and void.

6.2. No such assignment shall relieve the assignor of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

6.3. This Agreement shall be binding on the successors of the Party who become a party hereto under the provisions of this Section 6.

7. Contractual Penalties

In case where Confidential Information is disclosed or used by the Receiving Party or its Affiliated Company contrary to the provisions of the Agreement:

- (i) The Receiving Party shall be obliged to pay the Disclosing Party a contractual penalty in the amount of EUR 100,000 (one hundred thousand euro) for each such breach;
- (ii) The Disclosing Party shall be entitled to claim from the Receiving Party damages exceeding the amount of the contractual penalty stipulated above, on general principals of law.
- (iii) The contractual penalty shall be paid based on a debit note properly issued by the Disclosing Party, within 14 (fourteen) days from the delivery of such note to the Receiving Party and to the bank account indicated therein.

8. Notices

8.1. Unless certain correspondence form is required under the provisions of law or the Agreement, any correspondence between the Parties under this Agreement shall be conducted, at sender's choice, as follows:

- a) In case of any correspondence made in writing (required if concerning assignment, amendments or termination of the Agreement):
 - (i) by personal delivery – effective upon such delivery;
 - (ii) by courier – effective upon written verification of receipt by the addressee; or
 - (iii) by certified registered mail, return receipt requested - upon verification of receipt by the addressee,or
- b) If by e-mail – to e-mail addresses provided on a current basis – effective upon sending of email message.

8.2. Any correspondence made in writing shall be delivered to the addresses stated at the beginning of this Agreement or to such other address as the Party may from time to time specify in writing, however, the correspondence sent to the last address of the Party, prior to receiving a notification on amendment of such address, shall be considered properly delivered.

9. Term of the Agreement

9.1. The Agreement comes into force upon its execution and shall remain in force for a period of five (5) years, unless terminated earlier by both Parties under their mutual understanding or mutually extended by an understanding signed by both Parties.

9.2. The expiration or termination of this Agreement shall not relieve the Receiving Party of complying with the obligations imposed by Section 2 of this Agreement with respect to the use and protection of Confidential Information received prior to the date of expiration or termination of this Agreement. Such obligations shall continue for the period applicable as set forth in Section 2 of this Agreement.

10. Miscellaneous

10.1. This Agreement constitutes the entire agreement between the Parties with respect to Confidential Information and supersedes all prior agreements concerning such Confidential Information made by and between the Parties in any form.

10.2. The waiver by any Party of any right in connection of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent right in connection with any other breach by such other Party.

10.3. In the event that all or part of any provision of this Agreement were to be found illegal, invalid or unenforceable, such provision shall be deemed separate from other provisions hereof which shall remain in full force and effect as if such illegal, invalid or unenforceable provisions were not a part hereof. In such event the Parties shall negotiate to supersede such illegal, invalid or unenforceable

provisions by provisions which shall be legal, valid and enforceable and having the closest possible meaning to the meaning of the contested provisions.

- 10.4. Nothing in this Agreement may be construed as obliging either Party hereto to disclose any Confidential Information to the other Party, or to enter into any other contractual relationships.
- 10.5. No warranty whatsoever is hereby made by the Disclosing Party as to the completeness, exactitude, fitness for any particular purpose of its Confidential Information nor as to the non-infringement of intellectual property rights of third parties by the use of such Confidential Information by the Receiving Party.
- 10.6. This Agreement shall be governed by and construed with the laws of the Republic of Poland.
- 10.7. Any and all disputes arising from this Agreement shall be settled by the common court relevant for the IPS's registered office.
- 10.8. The Agreement has been executed in two counterparts, one for each Party.

For IPS:

For the Company:

Paweł Sokołowski – Proxy
- Vice president for Finance

Date: _____

[•]

Date: _____

**Schedule 1 to the Mutual Confidentiality and Non-Disclosure Agreement
made by and between InterPhone Service Sp.z.oo. and [redacted].**

The List of Affiliated Companies of the Company, to whom the Company is entitled to disclose Confidential Information:

NONE

The List of Affiliated Companies of IPS, to whom IPS is entitled to disclose Confidential Information:

Cyfrowy Polsat S.A. ul Łubinowa 4 a, 03-878 Warszawa

For IPS:

For the Company:

Paweł Sokołowski – Proxy

Date: _____

[redacted]

Date: _____