

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

("Agreement") made by and between:

InterPhone Service Sp. z o.o. the company incorporated under the laws of Poland, with its registered office in Mielec, ul. Inwestorów 8, 39-300 Mielec, a company registered in the register of entrepreneurs of National Court Register maintained by the District Court for Rzeszów, XII Commercial Division of the KRS National Court Register under the number 0000328887, NIP: 9661989952, with the share capital of PLN 50.000, having the status of the large entrepreneur in the meaning of the Act of Law of 8 March 2013 on preventing excessive delays in commercial transactions represented by:

Rafał Gospodarczyk, Financial Vice - President
Paweł Sokołowski, Member of the Board

hereinafter referred to as "IPS"

and

[Please complete business name of the company] a corporation organized and existing under the laws of **[please complete]**, with a registered office at **[address to be completed]**, duly represented by:

[Please complete]

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 [Please complete]** (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 unless otherwise decided by the Parties in the agreement on cooperation.

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 2 of the Act of 16 April 1993 on combating unfair competition (Journal of Laws 2020, item 1913 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 and personal data

- 4.1. 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.
- 4.2. Each Party is obliged to apply the legally required safeguards and personal data protection measures in relation to any personal data collected or processed in connection with this Agreement, including technical and organizational measures.
- 4.3. Personal data will be collected and processed only for the purposes related to the proper performance of this Agreement and Cooperation. In particular, neither of the Parties is entitled to record and store personal data or transfer them to its own databases for purposes not related to this Agreement. Information clause regarding the rules of personal data processing by InterPhone Service Sp. z o.o is attached as Appendix 2 to this Agreement.
- 4.4. The Parties undertake to fulfill the information obligations arising from Art. 13 or article. 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection hereinafter referred to as GDPR). At the request of the IPS, the Company is obliged to submit evidence confirming the fulfillment of the above-mentioned obligations. The Company bears full responsibility towards the IPS for the fulfillment of the above-mentioned obligation.

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 permitted assignment shall relieve the assignor of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

6.3. Any assignment in violation of this Section 6 shall be null and void.

6.4. This Agreement shall be binding for 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.

InterPhone Service Sp. z o.o.

[Please complete]

Rafał Gospodarczyk

[Please complete]

Date: _____

Paweł Sokołowski

Date: _____

Schedule 1 to the Mutual Confidentiality and Non-Disclosure Agreement
made by and between InterPhone Service Sp. z o.o. and [Please complete]

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

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

Cyfrowy Polsat S.A.
Łubinowa 4a Street, 03-878 Warsaw Poland

InterPhone Service Sp. z o.o.

[Please complete]

Rafał Gospodarczyk

[Please complete]

Paweł Sokołowski

Schedule 2 to the Mutual Confidentiality and Non-Disclosure Agreement
made by and between InterPhone Service Sp. z o.o. and [Please complete]

GDPR information clause

Pursuant to the provisions of Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as "GDPR" or "Regulation"), we would like to inform you that:

1. The administrator of your personal data is InterPhone Service Sp. z o.o. with headquarters in Mielec, ul. Inwestorów 8, 39-300 Mielec, a company entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under the number KRS 0000328887, NIP 9661989952, with share capital of PLN 50,000.00
2. We have appointed a Data Protection Officer, whom you can contact by writing to: email address: rodo.kancelaria@interphone.com.pl
3. We will process your personal data for the purpose of:
 - conclusion and performance of the contract - for the period preceding the conclusion of the contract and for the duration of the contract [legal basis Art. 6 sec. 1 b) of the Regulation, processing is necessary to perform the contract to which the data subject is a party]
 - to the extent necessary for the performance of legal obligations, including archiving, in particular, tax regulations, accounting regulations - for the period resulting from these regulations [legal basis Art. 6 sec. 1 c) of the Regulation - performance of an obligation imposed by law];
 - possible determination, pursuit of claims or defense against claims, including sale of claims - for the duration of the proceedings and the period of limitation of potential claims [legal basis Art. 6 sec. 1 f) of the Regulations - implementation of the legitimate interest of the administrator in the form of pursuing claims and defense against claims related to the contract];
 - internal administrative purposes of the Administrator, including internal audits and controls - until the legitimate interests of the Administrator that constitute the basis for this processing are fulfilled - [legal basis Art. 1 f) Regulations - implementation of the legitimate interest of the administrator]
5. Right to object. You have the right to object to our processing of your personal data at any time. You can exercise this right if the processing is based on our legitimate interest. The administrator will, however, be able to further process the data if he demonstrates the existence of valid legally valid grounds for processing that override your interests, rights and freedoms, or proves that the data is necessary to establish, investigate or defend against claims
6. In connection with the processing of your personal data, you also have the following rights
 - 1. The right to access personal data.
 - 1. The right to rectify data.
 - 2. The right to delete data (also known as the "right to be forgotten").
 - 3. The right to limit the processing of personal data.
 - 4. Right to data portability.
 - all the above rights are available only in cases and to the extent resulting from legal provisions, in particular the GDPR
7. If you want to exercise the rights described above or obtain additional information - you can contact us in one of the following ways: in writing to the following address: InterPhone Service Sp. z o.o. with headquarters in Mielec, ul. Inwestorów 8, 39-300 Mielec; by e-mail to the following address: rodo.kancelaria@interphone.com.pl
8. If you decide to exercise the above-mentioned rights, we will provide you with a response to the consideration of the request without undue delay, but not later than within one month from the date of receipt of the request.
9. The right to lodge a complaint with a supervisory authority. If you believe that the processing of your personal data violates the law, you have the right to lodge a complaint with the supervisory body of the President of the Personal Data Protection Office.
10. Providing your personal data is a condition for concluding the contract, their absence will make it impossible to conclude it.
11. The expected recipients of your personal data are:
 - entities from our capital group, which means the parent company
 - other authorized entities when such an obligation results from the provisions of applicable law (including the Tax Office).
12. Your personal data may also be made available to service providers and technical / organizational solutions (e.g. courier companies, postal companies), law firms, tax offices, auditors, they may also be transferred to other entities with which the Administrator has signed appropriate agreements for entrusting the processing of personal data, e.g. an IT company,

entities providing document archiving services, - only to the extent that it is necessary to achieve the purposes of processing your personal data.

13. Your data will not be used by us to make decisions based on automated data processing or profiled.

14. The administrator does not transfer your data outside the European Economic Area or to international organizations.