

## NON-DISCLOSURE AGREEMENT

Concluded on [.....] by and between:

1. **VIGO Photonics S.A.** with the registered office in Ożarów Mazowiecki, Poznańska 129/133 St., 05-850 Ożarów Mazowiecki, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under KRS (registration number): 0000113394, NIP (tax identification number): 5270207340, REGON (statistical number): 010265174, with the share capital of PLN 874 799.00 (paid up in full)

represented by:

**Lukasz Piekarski** – Member of the Management Board, acting on the basis of the granted power of attorney, hereinafter referred to as the "Company", and

2. [.....] with the registered office at [.....] registered at the [.....] represented by

[.....] – [.....] hereinafter referred to as the "Counterparty",

hereinafter jointly referred to as the "Parties" and each of them individually as the "Party".

Whereas the Parties declare their intention to cooperate within the scope of mutual development in the areas of business or statutory activity of both Parties (hereinafter referred to as the "**Project**"), in connection with which each Party may gain access to Confidential Information (as defined below) of any of the Parties constituting a particularly significant value for them, the Parties have agreed as follows:

### §1

1. Whenever the Agreement refers to confidential information (hereinafter: "Confidential Information"), it shall be understood to mean any information or data concerning the Parties' activities, in particular personal data or organizational, financial, legal, business or technical information, including information concerning the scope of cooperation, know-how or other information of economic value, as well as information obtained as a result of the analysis or processing of the information provided, regardless of the manner of its disclosure to a third party who is a contractor or who acts on behalf of the Company (including in writing, orally or by any other means).

2. The classification of information as Confidential Information under this Agreement does not require marking as "Confidential Information" or with any other symbol or indication, nor does it require that the Parties reserve its confidentiality or take any measures to protect it.

3. The following shall not be considered Confidential Information:

- information or data which is or has become a part of public domain otherwise than as a result of a breach of the present Agreement or applicable law;
- information or data which will be disclosed by either Party upon the prior written consent of the other Party;
- information or data which the Parties would be obliged to disclose under mandatory provisions of law, in which case the Parties shall immediately notify each other thereof.

d. which were already lawfully held by the Counterparty, or which the Counterparty will acquire at a later date in accordance with the law from a third party who, to the knowledge of the Counterparty, is not under a confidentiality obligation.

### §2

1. The Parties shall undertake all measures necessary to maintain the confidentiality of the Confidential Information, and in particular they shall:

2. keep the Confidential Information in confidence and protect it using the same standard of care that they apply to protect their own business secrets;

a. not disclose the Confidential Information to any unauthorized persons, including any third parties, nor to the employees or business associates of the Parties, any entities affiliated with the Parties or their representatives who are not directly involved in the implementation of the Project;

b. take all actions, in particular by giving appropriate instructions regarding the handling of Confidential Information to the Parties' employees and business associates, affiliated entities of the Parties or their representatives; the Parties shall be liable for the acts or omissions of such persons as for their own acts or omissions;

c. not use Confidential Information in any manner whatsoever, other than for the purpose of providing services in connection with the Project, in particular in the Parties' business activities;

d. not copy, record or reproduce any Confidential Information acquired by the Parties in any manner whatsoever for purposes other than those connected with the performance of this Agreement.

e. The Parties undertake that in the event of cooperation with third parties in the performance of services under agreements concluded between the Parties, the agreements with third parties and the rules of cooperation shall also impose an obligation on third parties to keep Confidential Information secret with at least the same level of protection as provided for in this Agreement.

3. The Parties shall notify each other immediately, however no later than within one calendar day, of any breach of their confidentiality obligation under this Agreement.

### §3

1. This Agreement shall enter into force on the date on which it is executed by both Parties and shall stay in force for a period of 5 years.

2. The confidentiality obligation related to the Confidential Information pertaining to the Parties shall be binding for the period of 5 years from the date of signing the Agreement and shall also apply to information obtained by the Parties prior to concluding this Agreement in the course of negotiations conducted between the Parties within the scope of cooperation.

3. The parties agree that the period stipulated in Section 2 of this Article might be extended by 3 years since the moment of expiry or mutual termination of this Agreement on the basis of declarations submitted in documentary form.

4. Except as may be provided in a definitive written agreement regarding a potential transaction executed and delivered by the Parties thereto, all material provided by either Party under this Agreement is provided "As-Is". Except as may be provided in a definitive written agreement regarding a potential transaction

executed and delivered by the Parties thereto, neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.

5. All material provided by the Party under this Agreement shall remain the property of the Party and shall be returned together with all copies or destroyed upon written request of the Party. Confidential Information in tangible form or consisting of computer code shall not be reverse-engineered or decompiled by the other Party except as specifically permitted in writing by the Party. In the event of an assignment of this agreement or a change of control, the Party shall return or destroy all material, unless the Party has provided written consent allowing the Party to retain the material. The obligations under this section shall survive the termination of this agreement. Notwithstanding the foregoing, neither Party shall be required to use more than commercially reasonable efforts to expunge any Confidential Information of the Party stored electronically on back-up servers that are routinely over-written.

#### §4

1. The Parties acknowledge that a breach of this Agreement by a Party may cause irreparable damage or damage for which monetary compensation will not be fully sufficient, and therefore the Party who has disclosed Confidential Information and whose Confidential Information is affected by the breach shall be entitled to seek injunctive relief as well as any other remedy.

2. A breach of the confidentiality obligation rules concerning Confidential Information hereunder shall also be deemed to have been committed if committed by any entity with a personal or capital relationship with the Parties, including in particular their employees and business associates.

#### §5

1. The Parties agree that communications relating to the performance of this Agreement shall be made in writing or by e-mail to the following addresses:

a. for VIGO Photonics S.A.:

• address: ul. Poznańska 129/133, 085-850 Ożarów Mazowiecki;

• contact person:

[.....] • contact person's e-mail address:

[.....]@vigophotonics.com

b. for the Counterparty:

• address: [.....];

• contact person:

[.....] • contact person's e-mail address:

[.....].

#### §6

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

2. In the event the application of Section 1 of the present Article is not possible or has not led to the expected results, any disputes arising in the course of and in connection with the performance of this Agreement shall be settled exclusively by the Polish common court having jurisdiction over the registered office of the Company.

3. This Agreement shall be governed by Polish law.

#### VIGO Photonics S.A.

Poznańska 129/133, 05-850 Ożarów Mazowiecki, Poland

Phone: +48 22 733 54 10, fax: +48 22 733 54 55

E-mail: [info@vigophotonics.com](mailto:info@vigophotonics.com)

[www.vigophotonics.com](http://www.vigophotonics.com)

[www.vigophotonics.com](http://www.vigophotonics.com)

Registered by the District Court of the City of Warsaw  
XIV Commercial Department of the National Court Register,  
KRS No. 0000113394, VAT No. PL 5270207340, REGON No. 010265179  
The Company's share capital amounts: 874 799,00 PLN – fully paid  
BDO 000007606

## §7

1. Confidential Information shall remain the sole property of the disclosing Party. Disclosure of Confidential Information to the Parties shall not imply any rights in the Confidential Information other than the right to use it in accordance with the present Agreement.
2. This Agreement concerns the use and non-disclosure of Confidential Information; sharing of the Confidential Information between the Parties does not entail the establishment of a business relationship nor shall it be construed by implication, estoppel or otherwise as a grant of any right, license under the current or future technological developments of the Parties, trade secret, trademark or patent as granting any right or license or establishing any relationship between the Parties.
3. Amendments to the provisions of the Agreement shall be made in writing.
4. If any provision of the Agreement is found by a competent court to be invalid or unenforceable, the Agreement, together with all other provisions, will remain in full force and effect as if that invalid or unenforceable provision had never been part of the Agreement.
5. If the Agreement has been concluded in the Polish and English language version and there are any discrepancies between the versions, the Parties agree that the Polish language version shall prevail.
6. The present Agreement has been drawn up in two counterparts, one for each of the Parties.

On behalf of the Counterparty:

.....

On behalf of VIGO Photonics S.A.

.....  
Łukasz Piekarski – Member of the Board