

## NON-DISCLOSURE COMMITMENT

This commitment ("**Commitment**") is valid as of ..... ("**Effective Date**").

Whereas:

- a) .....,  
(name and address of the entrepreneur making the declaration)

hereinafter referred to as the **Entrepreneur** intends to participate in the tender procedure announced by PCC MCAA Sp. Z o.o. in Brzeg Dolny ("**Employer**") for the execution of the job under the name:

**„Purchase and delivery of the PU-4015 Scrubber package for the implementation of the investment: „Construction of a monochloroacetic acid solidification installation for PCC MCAA Sp. z o.o. in Brzeg Dolny ”**  
**(“Job”)**

- b) in relation to the above the Entrepreneur may receive from the Employer a substantial quantity of information and documents necessary for the Entrepreneur to prepare the tender offer as part of the above mentioned tender procedure, and, should the agreement with the Entrepreneur be signed, necessary for its completion ("**Purpose**"),
- c) information received by the Entrepreneur is protected and treated by the Employer as confidential, acting on behalf and for the Entrepreneur I/we declare the following:

### § 1

1. Confidential Information (hereinafter referred to as "**Confidential Information**", covered by this Commitment is defined as all pieces of transferred information, related to the Purpose, and also all other pieces of information referring to the business of the Employer or other companies from the PCC SE group, in particular, but not entirely:
  - a) all pieces of information, disclosed to the Entrepreneur by the Employer, other companies from the PCC SE capital group and their representatives, directors, employees and consultants and design offices cooperating with the Employer, including their employees or representatives (or those about whom the Employer learned in another way), in particular, but not exclusively, technical, engineering, scientific, financial and commercial information, designs, inventions, author's materials, know-how, ideas, research, findings, conclusions, data, plans, charts, diagrams, photographs, letters, technical data, operating manuals, tables, processes, handling and testing procedures, samples and measurements,
  - b) all pieces of information which the Entrepreneur or its representatives may receive or discover, or obtain on occasion of visits to the facilities of the company belonging to the PCC SE capital group, or through discussions with the Employer's representatives,
  - c) all pieces of information regarding the existence and contents of this commitment and also referring to the existence and contents of other agreements concluded by the Parties, irrespective of the form of those agreements and all pieces of information listed during their negotiations and execution,
  - d) received by the Entrepreneur as part of execution of specific works for the Employer or ordered by the Employer, and also results of these works.
2. Confidential Information may be disclosed to the Entrepreneur in verbal, written, electronic or any other form.
3. The Entrepreneur undertakes:
  - a) to treat Confidential Information as strictly confidential: not to disclose it (or cause disclosure thereof) to this parties or to the public domain without prior written consent of the Employer and provided that the third party signs a confidentiality agreement/declaration containing obligations regarding confidentiality, limited use and ownership of Confidential Information not less restrictive than the obligations assumed by the Entrepreneur by virtue of this commitment;
  - b) to limit access to Confidential information only to those employees and representatives who need it for the performance of the Purpose and with the reservation that these people are bound by the agreements containing confidentiality obligations, limited use and ownership of Confidential Information not less restrictive than the obligations assumed by the Entrepreneur by virtue of this commitment;
  - c) not to disclose or cause disclosure to any third party the fact that any Confidential Information was disclosed by the Employer or came from the Employer,

- d) not to use Confidential Information in trade or use it to acquire or register intellectual property rights.
4. The Entrepreneur shall be responsible for the actions and omissions of third parties, including subcontractors and other persons used by the Employer as part of its operations, and its representatives to whom the Employer disclosed Confidential Information or who came into possession of this information following breach of the obligations by the Entrepreneur, as for its own actions and omissions.
5. The Entrepreneur guarantees keeping in strict confidentiality Confidential Information by third parties and persons used by the Entrepreneur to whom it disclosed Confidential Information or who acquired Confidential Information as a result of breach of the Entrepreneur's obligations, which does not exclude further liability of the Entrepreneurs specified with this commitment.
6. At the request of the court or a body of appropriate jurisdiction, authorized state agencies and local authorities by virtue of the law or other entities related to the project funding as per the agreement, Confidential Information may be disclosed within the scope required by such call or order, provided that the Entrepreneur notifies the Employer in writing about such request, and before disclosure, so that preventing such disclosure or limiting it is possible, and with the reservation that the Entrepreneur shall mark documents containing Confidential Information as "CONFIDENTIAL".
7. Confidential Information transferred by the Entrepreneur to any third party, keeping requirements arising from this commitment should be clearly marked as the Employer's property.
8. Information is not treated as Confidential information if:
  - a) it was already known to the public (if it occurred in another way than by a breach by the Entrepreneur with this commitment or any other way, improper or illegal) at the moment of disclosure to the Entrepreneur; or
  - b) it was previously known to the Entrepreneur, provided it did not come into possession of such information as a result of breach with this commitment or in any other way, improper or illegal; or
  - c) it was obtained or acquired not being subject to the confidentiality obligation by the Entrepreneur from a third party who as per the knowledge held by the Entrepreneur at a given moment, was in fair possession of such information and could transfer it freely; or
  - d) it was prepared independently by the Entrepreneur, without reference to any Confidential Information.
9. The Entrepreneur acknowledges and agrees to that Confidential Information is the secret of the Employer's company in the understanding of the Act of 16 April 1993 on fighting unfair competition (i.e. Dz.U./Journal of Laws/ of 2003, no. 153, item 1503 as amended), where pursuant to this act, transferring, disclosing or using confidential information is an act of unfair competition.
10. For any case of violation by the Entrepreneur and/or its employees and/or advisors of this commitment to keep Confidential Information secret, the Entrepreneur shall be obliged to pay to the Employer, to the first written request from the Employer, contractual penalty of PLN 50,000 (say: fifty thousand Polish zlotys). The Employer is entitled to pursue compensation exceeding the amount of the reserved contractual penalty pursuant to the principles of the civil code,
11. This commitment does not limit the Employer's right to disclose all pieces of information and documents related to the agreement for execution of the Job, in particular all documentation and information received in this scope from the Entrepreneur, in particular does not limit the Employer's right to disclose this documentation and information to, among others, designers cooperating with the PCC SE capital group, companies from the PCC SE capital group, companies and technical advisors cooperating with the PCC SE capital group and the entities providing funding to the Employer.

## § 2

1. This commitment shall become binding as of the Effective Date and shall be valid for the period of 5 years ("**Expiry date**"), irrespective of whether the agreement on Job execution is concluded with the Entrepreneur or not.
2. This Commitment, or any other Confidential Information should not be treated as granting the Entrepreneur any rights or licenses to Confidential Information or transfer of such rights onto the Entrepreneur.
3. Confidential information shall remain the property of the Employer. Should the Entrepreneur not submit the tender offer or should the tender offer submitted by the Entrepreneur be rejected by the Employer, the Entrepreneur undertakes to return immediately - at the request of the Employer - all documents - irrespective of their names. The Employer may demand the return of copies of Confidential Information at any time, based on the written notification delivered to the Entrepreneur. Immediately after receiving such notification or termination of cooperation between the Parties, the Entrepreneur is obliged to return all original Confidential Information and destroy in a documented way all documents, copies, reproductions and reports which refer to or contain Confidential Information (including in electronic form) in possession of the Entrepreneur and its representatives to whom it was disclosed.
4. Not applicable.
5. If provisions of this Commitment are or become invalid, ineffective or unenforceable, in part or entirely, it will not impact the validity, effectiveness and enforceability of the other provisions. Invalid, ineffective or unenforceable provision shall be deemed replaced by the provision which is to achieve, as closely as possible, the goal and the intention of the invalid, ineffective or unenforceable provision. It is similarly in the case of omissions in the Commitment.

6. If at any moment questions, disputes or discrepancies appear between the Employer and the Entrepreneur, the Parties shall make an attempt at amicable settlement. If reasonable settlement of any dispute arisen with regard to this Commitment by the Parties cannot be reached (including a dispute regarding validity, significance, effectiveness or termination) it will be settled by the common court competent for the Employer's seat.
7. This Commitment is subject to the Polish law.
8. This Commitment was drawn in two identical copies, one for the Employer and one for the Entrepreneur.

**Entrepreneur**

Signature: \_\_\_\_\_

Name and surname in capital letters, function:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name and surname in capital letters, function:

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