

**Confidentiality Agreement
(„Agreement”)**

concluded on _____ **in** _____ **by and between:**

FIDELTRONIK POLAND sp. z o.o. with its registered office in Sucha Beskidzka at: ul. Beniowskiego 1, 34-200 Sucha Beskidzka, entered into the register of entrepreneurs by the District Court for Cracow- Coty Centre in Cracow, XIIth Commercial Division of the National Court Register (*Sąd Rejonowy dla Krakowa – Śródmieścia w Krakowie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego*) under the KRS- number: 0000085589, REGON: 070793492, NIP: 5521298418, share capital: 5.202.000,00 PLN, represented by: _____;

hereinafter referred to as „**Fideltronik**”

and

_____ **sp. z o.o. with its registered office in** _____ at _____ entered into the register of entrepreneurs by the District Court for _____, _____ Commercial Division of the National Court Register under the KRS-number: _____, NIP: _____, REGON: _____, share capital: _____,

represented by:

_____ - _____, on the basis of _____ dated as of _____, the copy of which constitutes Appendix No. 1 do the present Agreement,

hereinafter referred to as “**the Supplier**”,

hereinafter jointly referred to as “**the Parties**” and each of them separately “**the Party**”.

Whereas:

In connection with mutual commercial cooperation that includes supply of goods to the benefit of Fideltronik and/or provision of services to the benefit of Fideltronik (hereinafter referred to as “the Commercial Cooperation”), Fideltronik intends to provide the Supplier with material confidential information that constitute Fideltronik’s company’s secret,

the Parties agree as follows:

§ 1

1. The subject of the present Agreement is to set forth the rules regarding use and preservation of the confidentiality by the Supplier of the confidential information regarding Fideltronik that has been obtained by the Supplier in connection with the Commercial Cooperation.

2. Confidential Information shall include any and all information regarding Fideltronik, its business partners and associated entities, in particular any information of technical, technological, legal, commercial or organizational nature, as well as information regarding their products, strategies, personnel, finances or future plans or perspectives obtained by the Supplier in written, electronic or oral form (hereinafter referred to as "the Confidential Information"). The Confidential Information includes in particular data contained in technical documentation, documents and draft of documents obtained from Fideltronik.

3. Information remains confidential regardless whether it has been marked with the clause "confidential", "secret" or any other clause equivalent to the above mentioned ones.

4. As confidential information shall not be considered:

- a) information that is publicly available (however not as a consequence of violation of the terms and conditions of the present Agreement by the Supplier) or
- b) information on which the Parties agreed in writing that it may be disclosed.

5. Confidential Information constitutes Fideltronik's trade secret within the meaning of the provisions regarding combating of unfair competition, and its disclosure may, apart from the consequences provided for in the present Agreement, bring about the consequences provided for in the relevant provisions regarding combating of unfair competition as well as in the provisions regarding the protection of intellectual property.

§ 2

1. The Supplier is obliged to use the Confidential Information only and directly for fulfilling of his obligations towards Fideltronik and is obliged to keep the Confidential Information secret, what means that the Supplier:

- a) shall not disclose the Confidential Information to the third parties, except for situations provided for in the present Agreement or upon prior written consent of Fideltronik;
- b) shall undertake any reasonable actions in order to prevent of unintended disclosure of the Confidential Information;
- c) on every demand of Fideltronik, within the time period specified by Fideltronik in such demand, however not later than upon termination of Commercial Cooperation with Fideltronik, shall return every data carriers obtained from Fideltronik that include the Confidential Information (documents, files), as well as shall destroy any and all copies of the Confidential Information that shall also include removal of the Confidential Information from

the memory of his computers, as well as on demand of Fideltronik shall, within 3 days since delivery of Fideltronik's demand, made a written statement that he has destroyed any and all data carriers on which the Confidential Information obtained from Fideltronik has been recorded as well as that he has destroyed all other copies of such carriers and all data recorded in his computers' memory regarding the Confidential Information;

d) in particular, but not exclusively, shall not use the Confidential Information, especially technical documentation, including technical or functional solutions, know-how and ideas that such documentation shall contain for his own purposes or for purposes of third parties, including production or distribution to the recipients other than Fideltronik.

2. In the event if the Supplier starts to suspect that any third party has unlawfully obtained possession of the Confidential Information that is in the Supplier's disposal, the Supplier is obliged to notify such fact to Fideltronik and to undertake any available actions protecting the Confidential Information from their usage or disclosure.

§ 3

1. The Supplier is entitled to make the Confidential Information, he is in the possession of, available only to:

a) his employees, to the extent necessary to ensure the proper Commercial Cooperation with Fideltronik, under the condition that such persons have previously submitted declaration regarding confidentiality obligation to the same extent as provided for in the present Agreement or that such persons are subjected to confidential obligation on the basis of the provisions of law;

b) his cooperators (including the sub-suppliers) and consultants to the extent necessary to ensure the proper Commercial Cooperation with Fideltronik, under the condition that such persons have previously submitted declaration regarding confidentiality obligation to the same extent as provided for in the present Agreement or that such persons are are subjected to confidential obligation on the basis of the provisions of law;

c) upon demand of relevant administrative body, public prosecutor or court, under the condition that the obligation to disclose the Confidential Information arises out of the provisions of law; in such cases the Supplier shall be obliged to notify to Fideltronik the obligation to disclose the Confidential Information before its disclosure (in the event if it is possible) or directly after its disclosure, however not later than within 3 days since its disclosure, as well as to disclose only such Confidential Information that shall be subjected to the absolute disclosure obligation, as well as to stipulate its confidential nature.

2. The Supplier shall be liable for any and all violations of the confidentiality obligation by persons specified in Sec. 1 a) and b) above, as for its own actions and omissions.

§ 4

The Supplier is subjected to confidentiality obligation during the Commercial Cooperation, as well as during 10 years since the termination of that Cooperation.

§ 5

1. Any amendments to the present Agreement require written form under the pain of nullity.
2. The present Agreement is subjected to the provisions of Polish law.
3. Any disputes that may arise out of execution of the present Agreement shall be resolved by the Polish common competent with respect to the registered office of Fideltronik.
4. The Parties declare that addresses specified at the beginning of the present Agreement shall constitute correspondence addresses. Each of the Parties shall be obliged to immediately notify the other Party in writing any change of the correspondence waddress specified in the previous sentence. Shall one of the Parties violate the obligation to notify to the other Party the change of the correspondence address, the correspondence sent to the last known address of such Party shall be treated as successfully delivered after 5 days since it has been sent.
5. Unless the present Agreement provides for otherwise, any declarations connected with it shall be delivered to the other Party via registered mail to the correspondence address specified in Sec. 4 above or shall be submitted to the other Party personally.
6. The Parties unanimously declare that the present Agreement shall include Confidential Information obtained by the Supplier before as well as after its conclusion. The present Agreement has been drawn up it two identical counterparts, one counterpart for each of the Parties.

On behalf of Fideltronik

On behalf of the Supplier