**NON-DISCLOSURE AGREEMENT**

(from this point onwards referred to as „**Agreement**”)

concluded in ……………….. on …, between:

…………………………………………………………………………………………………, represented by:

………………………………………………..

and

**PolTREG S.A. based in Gdańsk,** at the address: ul. Wały Piastowskie 1/1508, 80-855 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register conducting by the District Court of Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register (in PL: KRS) under the KRS number: 0000637215, Tax Identification Number (in PL: NIP): 9571079577, National Economy Register Number (in PL: REGON): 361945318, share capital: 466.344,80 PLN fully paid up,

represented by:

1…Piotr Trzonkowski…….

2…Kamilla Bok………………….

separately referred to as **„Party”**, collectively referred to as **„Parties”**;

Whereas:

1. Parties intend to cooperate and therefore the Parties shall share confidential information with each other (referred to as **„Project”**);
2. Parties wish to protect all the confidential information exchanged between them;

Parties agree the following:

§ 1 [**Confidential Information**]

For purpose of this Agreement “Confidential Information” means:

1. all discussions and negotiations between Parties and their representatives concerning the Project;
2. all information or data, which will be handed to representatives of a Party by representatives of the other Party, its advisors or entities connected with the Project, in particular information or data concerning business plans, Parties actions, trade secrets, process, technique, drawing, formula or test data relating to any research project, work in process, future development, manufacturing, marketing, servicing, financing or personnel matters, present or future products, sales, suppliers, clients, customers, employees, investors, whether in oral, written, electronic or otherwise preserved form (including but not limited to presentations, drawings, films, documents, electronic data carriers), including:
3. information of a precise nature, which has not been made public, relating, directly or indirectly, to one or more financial instruments of a Party, including the shares of PolTREG S.A., and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments;
4. for persons charged with the execution of orders concerning financial instruments, including the shares of PolTREG S.A., it also means information conveyed by a Party and relating to the Party’s pending orders in financial instruments, which is of a precise nature, relating, directly or indirectly, to one or more issuers or to one or more financial instruments, and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments.
5. all information, data, discussions or negotiations with a third party, which participates in the Project at the request of a Party.

§ 2 [**Obligations**]

1. Parties undertake to:
2. keep the Confidential Information confidential;
3. use the Confidential Information solely for the purposes of the Project;
4. do not copy, adapt, change, disclose or dispose the Confidential Information for other purposes than those described in point 1 point b) of § 2;
5. not to use the Confidential Information by acquiring or disposing of, for its own account or for the account of a third party, directly or indirectly, financial instruments, in particular the shares of PolTREG S.A., to which that Confidential Information relates, including not to use the Confidential Information by cancelling or amending an order concerning these financial instrument to which this Confidential Information relates where the order was placed before the person concerned possessed the Confidential Information.
6. not to recommend that another person use the Confidential Information and not to induce another person to use the Confidential Information, which means:
7. not to recommend on the basis of that Confidential Information, that another person acquire or dispose of financial instruments, in particular the shares of PolTREG S.A., to which that Confidential Information relates and not to induce that person to make such an acquisition or disposal, or
8. not to recommend on the basis of that Confidential Information, that another person cancel or amend an order concerning a financial instrument, in particular the shares of PolTREG S.A., to which that Confidential Information relates and not to induce that person to make such a cancellation or amendment,

- assuming that the use of the recommendations or inducements referred to in this point e) means the use of Confidential Information within the meaning of this point e), if a Party using the recommendation or inducement knows or ought to know that it is based upon the Confidential Information;

1. at no time, regardless of whether negotiations are being held or not, copy, disclose or in any other way share any Confidential Information with a third party, without prior written consent of a Party disclosing Confidential Information (hereinafter referred to as **,,disclosing Party”**), other than:
	* members of the management board and supervisory board and employees of Parties, whose access to the Confidential Information is vital for the Project, while a Party receiving Confidential Information (hereinafter referred to as **,,receiving Party”**) shall make sure that members of its management board and supervisory board and employees will be obligated to confidentiality;
	* its advisors, while the receiving Party shall make sure that such advisors and their employees, who have access to the Confidential Information, will be obligated to confidentiality;
	* subsidiaries, affiliates or parent undertakings of Parties, while the receiving Party shall make sure that such entities, will be obligated to confidentiality.
2. ensure proper and safe storage of Confidential Information received by a Party, either in written form or other medium of information, when such information is held by said Party or is under its control.
3. All Confidential Information (including all copies thereof) shall remain the property of the disclosing Party. Within 7 days following the receipt of a written request from the disclosing Party and in any event upon completion of this Agreement, the receiving Party is obligated to return or destroy any materials containing any Confidential Information (at its own costs and expenses) provided by the disclosing Party, its advisors or entities associated with it, including copies in possession of members of its management board, supervisory board, employees or advisors.

§ 3 [**Limitation of Obligation of Confidentiality**]

1. Obligations of the Parties mentioned in § 2 of this Agreement, do not relate to the Confidential Information:
2. that are publicly available on the day of sharing them with the receiving Party or will become publicly available at a later date, through no act or omission of the receiving Party in violation of the terms of this Agreement; or
3. when the receiving Party can show by competent evidence, that it has already been in possession of Confidential Information or these information were known to the receiving Party, before receiving it from the disclosing Party; or
4. that have been lawfully received by the receiving Party from a third party without restriction on its disclosure and without a breach by such third party of an obligation of confidentiality to the disclosing Party; or
5. if the receiving Party discloses Confidential Information in order to comply with a lawfully issued court or governmental order or with a requirement of applicable law or regulation; or
6. that have been disclosed by the receiving Party with express prior written consent of the disclosing Party.
7. PolTREG S.A. as a company listed on the Warsaw Stock Exchange, is entitled to disclose the Confidential Information on the terms and to the extent to which such obligation results from the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, in particular pursuant to Articles 17 and 19 of that Regulation, as well as if such an obligation shall result from any other legal provisions.

§ 4 [**Duration of the Agreement**]

1. This Agreement shall remain in force for a period of five years from the date of its signing.
2. Notwithstanding the foregoing provision described in point 1 of § 4 of this Agreement, provisions concerning confidentiality obligations, including provisions regarding not disclosing and not using Confidential Information, shall remain in force for a period of ten years from the date of last sharing of Confidential Information with a Party, therefore these provisions shall remain in force also after the expiry of this Agreement; except that, the Confidential Information that is identified by the disclosing Party as a “trade secret” or qualifies as a “trade secret” under applicable law shall remain subject to mentioned obligations of confidentiality for so long as such information retains its status as a trade secret.

§ 5 [**No other rights**]

1. By disclosing Confidential Information to the receiving Party, the disclosing Party does not grant to the receiving Party any express or implied rights or license to or under any patents, patent applications, inventions, copyrights, trademarks, trade secrets or other intellectual property rights then or later possessed by the disclosing Party.
2. Nothing in this Agreement shall obligate either Party to enter into any further agreement or transaction with the other Party.
3. Neither Party shall use the name of the other Party or make any oral or written release of any statement, information, advertisement or press release having any reference to a Party, whether express or implied, without the express prior written approval of that Party; except where required by law.
4. Neither Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information it provides hereunder and shall not bear responsibility for costs and losses incurred by the receiving Party in result of reception of the Confidential Information.

§ 6 [**Final provisions**]

1. The rights and obligations of this Agreement may not be assigned or delegated by either Party, in whole or part, whether voluntarily, without the prior written consent of the other Party, and any assignment by a Party in violation of the foregoing shall be void.
2. If any of the provisions of this Agreement are found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of the Agreement, but rather this Agreement shall be construed as if it did not contain the particular invalid or unenforceable provisions.
3. The governing law of the Agreement and its interpretation is the Polish law, without regard to its conflict of laws provisions. Any dispute arising between the Parties under this Agreement shall be brought in a court in the city of Gdańsk.
4. This Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
5. The obligations of a Party arising from the provisions of this Agreement shall not expire in case the negotiations between the Parties are closed without concluding any agreement between the Parties with regard to the Project.
6. Any changes to this Agreement require to be made in written form otherwise they shall be null and void.
7. This Agreement has been drawn up in duplicate, with one copy for each Party.

…………………………………. ………………………………….

 PolTREG S.A.