Version: EU_20201001
（For Suppliers）

NON-DISCLOSURE AGREEMENT

(hereinafter referred to as "this Agreement")

BETWEEN

ESTRA Automotive Systems Luxembourg S.à r.l. ("PARTY A"), established and existing under the laws of Luxembourg with its domicile at 5 rue Bommel L-4940 Hautscharage.

and

_____("PARTY B"), established and existing under the laws of _____ with its domicile at _____.

etisoft KRAKÓW s.c.
Katarzyna i Marek Obłaza
30-363 Kraków, ul. Rydlówka 20
tel./fax 12 263 77 51
NIP 679-282-86-91

etisoft KRAKÓW s.c.
Katarzyna i Marek Obłaza
30-363 Kraków, ul. Rydlówka 20
tel./fax 12 263 77 51
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1. PREAMBLE

Both parties hereto shall be willing to carry out a series of consultations, negotiations and discussions on current cooperation or future cooperation on the thermal business (the "Proposed Cooperation"). For the above purpose, each of the parties to this Agreement (the "Receiving Party") will receive from the other party (the "Disclosing Party") some information relating to the business, affairs and/or products of the Disclosing Party. In consideration of such information being made available, the parties agree as set out below.

2. DEFINITIONS

For the purposes of this Agreement:

2.1 "Affiliate" in relation to any Person means any Person which directly or indirectly, (i) is controlled by that Person, (ii) controls that Person; or (iii) is under common control with that Person;

2.2 "Control" in relation to a Person means (i) the holding of a beneficial interest in the shares or similar equity interest representing more than 50% (fifty percent) of the issued shares or equity interest in the capital of such Person; and (ii) the ability by virtue of the holding of shares or the possession of voting power in or in relation to such Person or by virtue of any powers conferred by the Articles of Association or other document relating to such Person or the shareholders of such Person, to secure that the affairs of such Person are conducted in accordance with the wishes of the party who is thereby deemed to have control of such Person;

2.3 "Person" means any individual, company, partnership, trust, unincorporated association, government authority or agency, or any other entity;

2.4 "Proprietary Information" means, without limitation, any information, including copies, in whatever form (drawing/written, oral, visual, electronic or otherwise) and of whatever nature (technical, commercial, economical, etc.) relating to the company and its business which is disclosed, to the Receiving Party, any of its Affiliates and/or its Representatives by the

Disclosing Party or any of its Affiliates or Representatives, or which directly or indirectly comes to the attention of the Receiving Party in connection with the Proposed Cooperation;

2.5 "Representative" means any Person, the directors, officers, employees, agents and advisors (including without limitation, financial advisors, legal counsel, accountants and other professional advisors engaged to advise such Person) of such Person and its Affiliates.

3. UNDERTAKINGS BY RECEIVING PARTY

3.1 The Receiving Party shall treat all Proprietary Information of the other Party strictly confidential, in particular:

（1） Not to use Proprietary Information for any purpose other than for the purpose for which the information was disclosed or for which the Disclosing Party has expressly permitted usage without the Disclosing Party's prior written consent;

（2） Not to disclose the Disclosing Party's Proprietary Information to anyone other than its employees, agents or advisors and then only to the extent necessary to evaluate and participate in the discussions between the Parties relating to the feasibility of a further business relationship without the Disclosing Party's prior written consent;

（3） To protect the Proprietary Information with the due care of a prudent businessman at least at the same level as they would show in the protection of their own business and trade secrets;

（4） To take all reasonable precautions necessary to prevent the disclosure of the Disclosing Party's Proprietary Information to others, including, without limitation, by obtaining appropriate commitments from its employees, agents and advisors that may have access to the Disclosing Party's Proprietary Information to prevent such employees, agents and advisors from disclosing such Proprietary Information to others or from using the same other than as contemplated by this Agreement.

3.2 Proprietary Information shall not include any information disclosed by a Party to the other Party as soon as the Receiving Party can demonstrate that this information was:

（1） in its possession without confidentiality restriction prior to the related disclosure (as the appropriate written documents shall prove), and/or

（2） in the public domain, or generally known in the trade or business practiced by each Party, either at the time of disclosure of such information or after such disclosure, without any breach of the terms of the Agreement, and/or

（3） received without breach of this Agreement from a third party authorized to disclose such Proprietary Information, and/or

（4） independently developed in good faith and without having access to the Proprietary Information, and/or

（5） authorized to be disclosed through prior written agreement of the Disclosing Party of such Proprietary Information.

4. PERMITTED DISCLOSURE

4.1 The Receiving Party may disclose the Proprietary Information only to:

（1） such Representatives of the Receiving Party and/or any outside adviser it may consult who are actively and directly participating in the Receiving Party's evaluation of the Proposed Cooperation or who otherwise needs to know in furtherance of this purpose, and whom the Receiving Party shall first inform of and require to adhere to the terms of this Agreement as if they were parties thereto;

（2） Persons whom the Disclosing Party has agreed in writing may receive the Proprietary Information.

4.2 The Receiving Party shall ensure that its Representatives and the Representatives of its Affiliates strictly adhere to the terms of this Agreement and the Receiving Party shall be responsible for any breach of this Agreement by any of them and shall indemnify the Disclosing Party in respect of all damages (including, but not limited to, legal costs) which may directly or indirectly arise from their unauthorised disclosure of Proprietary Information.

5. OWNERSHIP OF PROPRIETARY INFORMATION

5.1 Each Party receiving Proprietary Information from the other Party agrees that such Proprietary Information shall remain the property of the Disclosing Party.

5.2 Nothing contained herein shall be construed as granting or implying any transfer of rights or license to the Party receiving Information, or any patents or other intellectual property rights protecting or relating to the Proprietary Information.

6. COPIES

The Receiving Party may only make copies of the Proprietary Information as are strictly necessary for the Proposed Cooperation, which are not in breach of this Agreement. The Receiving Party shall clearly mark all such copies as "Confidential".

7. FORCED DISCLOSURE

7.1 If a Party is required by law to disclose Proprietary Information belonging to the other Party, it shall:

（1） promptly notify the Disclosing Party so that such Party may seek a remedy or waive compliance with this Agreement, and

（2） provide only the Proprietary Information that is legally required, and

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（3） exercise all reasonable efforts to obtain assurance that the Proprietary Information will not be further disclosed.

8. RETURN OF PROPRIETARY INFORMATION

8.1 As soon as possible after the earlier of (i) the end of the discussions in relation with the Proposed Cooperation, or (ii) receipt of the other Party's written request, each Party shall:

（1） return to the other Party all the Proprietary Information received, and any reproduction and copies, and/or

（2） destroy by any secured means the Proprietary Information received and/or any reproduction and copies of the Proprietary Information on any medium whatsoever on the other Party's first request, and certify in a written document it has destroyed all Proprietary Information and/or any reproduction by secured means.

9. WARRANTIES AND REPRESENTATIONS

9.1 The Receiving Party acknowledges that Proprietary Information is provided "AS IS" and neither the Disclosing Party nor any of the Disclosing Party's Representatives make (or are authorised to make) any express or implied representation or warranty as to the accuracy, reliability, completeness, sufficiency, merchantability, fitness for a particular purpose, and non-infringement of the Proprietary Information, and that none of such Persons shall have any liability to the Receiving Party or any of its Affiliates or Representatives relating to or arising from the use by the Receiving Party, its Affiliates or Representatives of any Proprietary Information, or for any errors therein or omissions therefrom.

9.2 The Parties agree that nothing in the Agreement shall be considered in any circumstance as a commitment for:

（1） disclosing any information to the other Party, or

（2） continuing the collaboration or realize the Proposed Cooperation with the other Party, or

（3） entering into any subsequent Agreement with the other Party, in relation with the Proposed Cooperation or not, or

（4） not to communicate to a third party the same information as those transmitted to the other Party.

10. DURATION

This Agreement shall come into force upon executed by the Parties hereto and runs for 5 (five) years or the end of the Proposed Cooperation, whichever is the later. The obligation to maintain confidentiality in accordance with this Agreement shall continue to apply for 5 (five) more years after the end of the term of this Agreement, regardless of the reason for termination.

11. REMEDIES

The Receiving Party accepts that any breach of this Agreement could cause injury to the Disclosing Party and that monetary damages would not be an adequate remedy. In the event of a breach or threatened breach by the Receiving Party, the Disclosing Party (and/or its relevant Affiliate) shall be entitled to seek injunctive relief in any court of competent jurisdiction and if the court determines that the Receiving Party breached this Agreement, the Receiving Party shall reimburse the Disclosing Party for any costs, claims, demands or liabilities arising out of a breach. Nothing contained in this Agreement shall be construed as prohibiting a party or any of its Affiliates from pursuing any other remedies available to it for a breach or threatened breach.

12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of Germany and the parties irrevocably agree that all disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the then Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Frankfurt. The language of the arbitration shall be English. The rules of law applicable to the merits shall be the laws of Germany.

13. WAIVER

No failure or a delay by either party in exercising any of its rights, powers or privileges under this Agreement shall operate as a waiver nor shall any single or partial exercise by a Party preclude any further exercise by it of any right, power or privilege under this Agreement or otherwise.

14. MISCELLANEOUS

This Agreement is made out in duplicate, and each of the parties shall keep one original copy.

PARTY A: ESTRA Automotive Systems Luxembourg S.à r.l.	PARTY B:_____
By:	By:
Title:	Title:
Date:	Date:

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Właściciel Firmy
Katarzyna Obłaza