RF FERTINGER
QUALITÄT AUS METALL

MUTUAL NON-DISCLOSURE AGREEMENT

In order to protect certain proprietary and confidential information which may be disclosed between them, **Rupert Fertinger GmbH** ("RF") for itself and for other participating RF subsidiaries and related business entities, and Etisoft Kraków s.c. Katarzyna I Marek Obłaza intending to be legally bound, agree that:

A. Proprietary Information. Proprietary Information shall mean any information that is hereinafter disclosed or transmitted by one party (Disclosing Party) to the other (Receiving Party) from time to time during the term of this Agreement, and which (i) if in written or tangible form is marked "Confidential" or "Proprietary," or (ii) if in oral or visual disclosure form is identified as "Confidential" or "Proprietary" at the time of disclosure or transmission and confirmed in writing within thirty (30) days thereafter. As employed in the Agreement, Proprietary Information shall mean any information, including, but not limited to, information concerning financial plans or results, commercial practices, industrial technology involving products, equipment, processes, composition data, test data, samples, drawings, associated facilities, sales and marketing data and the like, associated with the exchange of information concerning **components for automotive applications**

B. Obligations Regarding Proprietary Information. Each Party agrees to treat all Proprietary Information of the other party as confidential and specifically that the Receiving Party will:

1. Not use Disclosing Party's Proprietary Information for any purpose other than for the purpose or purposes as contemplated in this Agreement;

2. Not disclose Disclosing Party's Proprietary Information to any third party without the prior written consent of Disclosing Party;

3. Not make any copies of Disclosing Party's Proprietary Information;

4. Limit dissemination of Disclosing Party's Proprietary Information to only those employees of Receiving Party having an immediate need to know of it for the purpose of this Agreement; and

5. Take all reasonable precautions to ensure against any breach in confidentiality and advise employees of the Receiving Party who may have access to Disclosing Party's Proprietary Information of the continuing nature of the confidentiality obligations herein.

C. Exceptions to Obligations. The parties agree that the obligations of the parties in Paragraph B will not extend to any portion of Disclosing Party's Proprietary Information:

1. Which is within the public domain, or enters the public domain through no fault of Receiving Party;

2. Which is rightfully disclosed to Receiving Party by a third party without obligation of confidentiality;

3. Which was in the possession of Receiving Party prior to receipt thereof from Disclosing Party, as evidenced by written records;

4. Which was independently developed by employees of Receiving Party having no access to Disclosing Party's Proprietary Information; or

5. Ordered by a court of competent jurisdiction to be produced by Receiving Party; provided, however, that upon the receipt of any such order, Receiving Party shall immediately notify Disclosing Party of such order so that an appropriate protective agreement or order can be sought.

No portion of Disclosing Party's Proprietary Information will be deemed to be within any of the exceptions of this Paragraph solely on the basis that more general information of a corresponding nature is within any of such exceptions, or on the basis that individual elements of the Disclosing Party's Proprietary Information are independently within any of the exceptions.

D. Disclosure Period. This Agreement applies to Proprietary Information described in Paragraph A that is disclosed between the Effective Date and three (3) year(s) thereafter.

E. Confidentiality Period. For a period of **three (3)** year(s) after receipt of any Proprietary Information, Receiving Party agrees to keep all Proprietary Information in confidence and not disclose it to any person or entity not a party to this Agreement, or (if applicable) use it for design or manufacture without prior approval of Disclosing Party.

F. Data, Samples, Drawings and Prototypes. Receiving Party agrees that it will not use any data, samples, drawings or prototypes for any purpose other than the purpose requested by Disclosing Party and that it will not disseminate any portion of the data, samples, drawings or prototypes to any third party. Receiving Party further agrees that Disclosing Party retains all right, title and interest in the data, samples, drawings and prototypes and that, upon request of Disclosing Party, Receiving Party will return all data, samples, drawings and prototypes in its possession to Disclosing Party.

G. No Warranty. No warranties, including warranties against infringement, are made under this Agreement. Any information exchanged under this Agreement is provided "AS IS."

H. No License. The parties agree that no license or other right to use Disclosing Party's Proprietary Information by Receiving Party other than as specifically provided for herein is granted and the parties acknowledge that all Disclosing Party's Proprietary Information is owned by Disclosing Party.

I. Reverse-Engineering. Receiving Party may not reverse-engineer, decompile, or disassemble any technical designs, e.g., drawings, components, or specifications disclosed, and shall not remove, overprint or deface any notice of confidentiality from any original or copy of any Proprietary Information disclosed.

J. Return of Proprietary Information. Receiving Party agrees that, upon request of Disclosing Party, it will return all physical embodiments of Disclosing Party's Proprietary Information and all copies thereof, whether authorized or unauthorized, provided to Receiving Party hereunder.

K. No Restriction on Business. Each Party acknowledges that the other Party currently engages in its own business and that each Party intends to continue to do so. Nothing in this Agreement shall restrict either Party from engaging in such business provided that such Party does not use any of the other Party's Proprietary Information in its business without the express written consent of the other Party.

L. Injunctive Relief. Each Party acknowledges that a breach, actual or threatened, of any term or condition of this Agreement may cause immediate and irreparable harm to the other Party. Each Party will therefore be entitled to seek immediate injunctive relief from a court of competent jurisdiction. Such Party may also seek appropriate damages and any other type of remedy available to it based upon such breach by the other Party.

M. Miscellaneous. This Agreement does not create any agency or partnership relationship. This Agreement contains the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be in writing and must be signed by both parties.

Rupert Fertinger GmbH (Company Name)
Date:

Etisoft Kraków s.c. Katarzyna I Marek Obłaza
Name:
Title:
Date: 2021-07-09

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