

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), between:

with its registered seat in _____, _____ str.

entered in the register of entrepreneurs by the National Court Register under KRS:

NIP (TIN):

(the "Company")

and

Simpact 2.0. ASI Simpac Ventures Spółka z ograniczoną odpowiedzialnością Spółka komandytowo-akcyjna, with its registered seat in Warsaw, Raclawicka street 19/16a, 02-601 Warsaw, entered in the register of entrepreneurs maintained by the District Court for m.st. Warszawa, 13th Commercial Department of the National Court Register under KRS number: 0000931335, NIP (TIN): 5213945230, REGON (National Business Registry Number): 520387663, represented by the general partner: **Simpact Ventures Spółka z ograniczoną odpowiedzialnością**, with its registered seat in Warsaw, Raclawicka street 19/16a, 02-601 Warsaw, entered in the register of entrepreneurs maintained by the District Court for m.st. Warszawa, 13th Commercial Department of the National Court Register under KRS number: 0000908151, NIP (TIN): 5213934806, REGON (National Business Registry Number): 389526321 (the "Fund").

The Company and Fund are sometimes referred to herein as the "Parties" or, singularly, as a "Party."

The Fund is considering whether to make an investment in a Company or establish any other form of financial or/and nonfinancial support to the Company ("Purpose"). In consideration for and as a condition of Company's furnishing information to the Fund in connection with the Purpose, Company and Fund hereby agree as follows:

1. **Confidential Material.** (a) The Fund agrees to keep confidential any and all information provided by or on behalf of the Company to the Fund on or after the Effective Date in connection with the Purpose ("Confidential Material"). However, the term "Confidential Material" shall be deemed to exclude all information that (i) is or becomes generally available to the public through no action of Fund (including Fund's trustees, directors, investment committee members, employees, affiliates, agents and representatives of its legal and accounting advisors (collectively, "Representatives"), (ii) is developed by or on behalf of the Fund or in its possession prior to receipt of relevant information by or on behalf of the Company, or (iii) is developed independently by or on behalf of the Fund without reference to the Confidential Material as shown by evidence thereof. (b) The Fund shall ensure that each Representative is obligated to protect the confidentiality of the Confidential Material in a manner no less protective of Company than under the terms of this Agreement, and the Fund is responsible for any disclosure made by a Representative that would be in violation of this Agreement if made by the Fund.

2. **Undertakings.** (a) Other than to its Representatives, the Fund shall not disclose such Confidential Material to any third party without Company's prior written consent (in Company's sole discretion), provided that nothing in this Agreement will prevent the Fund from disclosing Confidential Material (i) as required by law, rule, regulation, other legal process or the rules of any national stock exchange applicable to such person or any of its affiliates, or (ii) that is or has become publicly available without breach of this Agreement by Fund. (b) Without Fund's prior written consent in each instance, Company will not disclose to any third party or person not affiliated with Company the fact that the Fund has entered into this Agreement or is assessing the Purpose.

3. **Representations and Warranties.** To the extent, if any, that Confidential Material includes or reflects information of one or more third parties, the Company represents and warrants to the Fund that the Company has the legal right to share such information with the Fund pursuant to the terms hereof.
4. **Further Undertakings.** Upon the Company's written request, the Fund will destroy all Confidential Material in a manner consistent with its internal policies and procedures for document destruction, and instruct Representatives to whom the Fund has disclosed, or who are in possession of, such information to destroy it in a manner consistent with the Representative's respective internal policies and procedures for document destruction; provided, however, that notwithstanding the foregoing, to the extent required by law, rule or regulation or in accordance with the Fund's existing internal record keeping or archiving policies, the Fund is entitled to retain, in accordance with the terms of this Agreement, copies of any Confidential Material received by the Fund in connection with its evaluation of the Purpose. The absence of a request by the Company to destroy Confidential Material shall have no impact on Section 12 ("Term") below.
5. **Required Disclosure.** If the Fund or any Representative is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, regulatory review, or other process) to disclose Confidential Material, the Fund will, to the extent permitted by laws, rules or regulations affecting the Fund, timely notify the Company thereof to the extent reasonably practicable in the circumstances.
6. **No Obligation.** The Parties acknowledge that the transfer of Confidential Material does not constitute an agreement to enter into any investment-related or other agreement between the Parties. Neither Party is obligated to consummate the Purpose by reason of this Agreement. Each Party expressly reserves the right, in its sole discretion and at any time, to terminate discussions and negotiations with the other Party or to negotiate with one or more other persons or entities and enter into a definitive agreement for a transaction with such other persons or entities without prior notice to the other Party or any other person or entity.
7. **Remedies and Waiver.** Monetary damages may not be a sufficient remedy for any actual or threatened breach of any of the provisions of this Agreement, and either Party may seek specific performance and injunctive and other equitable relief as a remedy for any such breach. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
8. **Assignment.** This Agreement shall be binding solely upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Any assignment of this Agreement by either Party without the prior written consent of the other Party shall be void.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland, without regard to conflict of laws principles. The Fund and the Company irrevocably and unconditionally consent hereby to submit to the non exclusive jurisdiction of the Polish District Court for the Capital City of Warsaw in Warsaw for any action, suit or proceeding arising out of or relating to this Agreement and hereby further irrevocably and unconditionally waive and agree not to plead in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
10. **Severability.** If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted here from to the minimum extent necessary to cure such violation.
11. **Independent Contractors.** The Fund and the Company are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Fund and the Company as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
12. **Term.** The terms and conditions of this Agreement, and all obligations of confidentiality contained herein, shall expire on the third anniversary of the Effective Date or the consummation of the Purpose, if earlier.
13. **Personal data protection.** The co-administrators of personal data are: Simpact 2.0. ASI Simpact Ventures spółka z ograniczoną odpowiedzialnością spółka komandytowo-akcyjna and Simpact Ventures Spółka z ograniczoną odpowiedzialnością, (hereinafter jointly referred to as "Administrators", and each separately

"Administrator"). The Administrators can be contacted in writing, by traditional mail to the following addresses: Simpact Ventures spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw or by e-mail at the following address: kontakt@simpact.vc. The administrator has not appointed a Data Protection Inspector. Personal data is processed on the basis of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation). The provided personal data will be processed when it is necessary for: (a) performance of the contract by the Company, pursuant to Art. 6 sec. 1 lit. b of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("General Regulation on the Protection Data"), (b) fulfillment of legal obligations incumbent on the Administrator, pursuant to art. 6 sec. 1 lit. c of the General Regulation on the Protection of Personal Data, resulting from the Act of May 27, 2004 on investment funds and alternative investment fund management, the Act on counteracting money laundering and terrorist financing, the Act of October 9, 2015 on the performance of the Agreement between the Government of the Republic of Poland and the Government of the United States of America on improving compliance with international tax obligations and implementing the FATCA legislation and the Act of March 9, 2017 on the exchange of tax information with other countries (CRS), (c) for purposes arising from legitimate interests pursued by the Administrator or a third party, pursuant to art. 6 sec. 1 lit. f of the General Data Protection Regulation, for which the Administrator recognizes: investigation and defense against claims, fraud prevention, keeping statistics and analysis, ensuring the security of the ICT environment, use of internal control systems. Personal data comes from the other party of the contract. The Administrator will transfer personal data in the scope of duties performed in connection with the contract, to processing entities on the basis of concluded personal data entrustment agreements and to other entities authorized to obtain such data on the basis of legal provisions. Personal data will be stored by the Administrator until the obligation to store such data resulting from the concluded contract and the provisions of law expires. The data subject has the right to request the administrator to access personal data, rectify it, delete or limit processing, and the right to object to the processing, as well as the right to transfer data. A complaint against the Administrator's actions may be brought to the President of the Personal Data Protection Office. Providing personal data is necessary for the proper implementation of the concluded contract. The administrator does not provide for automated decision making.

14. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the Company and the Fund concerning the subject matter hereof, and merges all prior negotiations and drafts of the Parties, pertaining to the subject matter hereof. To the extent that any dataroom access agreement or other "click-on" or other agreement provided by or on behalf of Company contains terms inconsistent or contrary to the terms hereof, the terms hereof shall govern. This Agreement may only be modified or waived by separate writing by the Parties hereto, expressly modifying or waiving such agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

FUND