

## **CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT, (hereinafter the “Agreement”) is entered by and between

**Bridgestone Poznań Sp. z o.o** a corporation organized and existing under the laws of Poland with registered office at ul. Bałtycka 65 , 61-017 Poznań, hereby represented by **Mr. Wojciech Heldt - Proxy** (hereinafter referred to as "Bridgestone" or “Discloser”) On one side

**AND**

\_\_\_\_\_ a corporation organized and existing under the laws of Poland with registered office at \_\_\_\_\_, hereby represented by \_\_\_\_\_

(hereinafter referred to as “Recipient”)

On the other side.

The Recipient and Bridgestone shall be collectively referred to as “Parties”, or individually as “Party”.

### **1) CONFIDENTIAL INFORMATION**

For the purpose of this Agreement “Confidential Information” means: any information in any form whatsoever pertaining directly or indirectly to operations of Bridgestone, including technical, technological, organizational, financial, commercial, marketing, or other information that is of economic value originating, directly or indirectly, from Bridgestone or any of its employees, officers, representatives or advisers or otherwise obtained either before or after the date of the Agreement, machine details and technologies used, researches, analysis, plans, videos, photographs and any information marked as confidential in particular tire drawings, designs, videos, photographs. Confidential Information includes the existence itself of this Agreement.

### **2) USE OF CONFIDENTIAL INFORMATION; STANDARD OF CARE AND LIMITED ACCESS**

Recipient shall use Confidential Information only for the purpose of valuation and implementation of the task.

Recipient shall use at least the same degree of care in protecting the Discloser's Confidential Information from unauthorized use, disclosure or dissemination as he uses with respect to its own information of like importance, but not less than a reasonable degree of care.

Recipient shall not under any circumstance or for any reason whatsoever, directly or indirectly, disclose, make available or disseminate Confidential Information, to any third party, except upon written consent from Discloser, otherwise shall be null and void.

Recipient shall limit access to Confidential Information only to those of his employees who have a reasonable need to know for the Purpose and are, prior to being provided with any or all of the Confidential Information, under a written obligation to safeguard, such Confidential Information and agree to be bound by the terms of this Agreement.

Recipient shall be held responsible for any event of unauthorized disclosure of the Confidential Information by his employees, subcontractors or agents as well as other persons who possess Confidential Information despite the obligations stipulated in the preceding sentence, and shall take all reasonable measures to immediately prevent access to the Confidential Information and prevent such disclosure of the Confidential Information in the future.

### **3) STORAGE, RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

Recipient shall ensure the proper and secure storage of all Confidential Information received while it is in his possession and shall take all necessary measures, including, in particular, the implementation of appropriate technical and organizational measures to safeguard Confidential Information from theft, loss and disclosure to any third party.

After the complete performance of the Purpose, or even earlier if Discloser so requests, Recipient shall return any received hard copies of Confidential Information, and shall immediately delete from its computer system (to the extent possible) or otherwise destroy any originals or/and copies of Confidential Information.

### **4) EXCLUSIONS**

The use, dissemination, or disclosure of Confidential Information is permitted only with the prior written consent of Bridgestone, unless the obligation to disclose them:

- a) results from the provisions of law,
- b) occurs in connection with the requirement of competent authorities,
- c) Confidential Information is publicly available at the time of signing this Agreement or becomes publicly available later, not due to Customer's fault.

### **5) OWNERSHIP OF CONFIDENTIAL INFORMATION; PATENTS.**

All Confidential Information is and remains the property of Discloser. Neither the execution of this Agreement nor the disclosing of any Confidential Information

hereunder shall be construed as granting either expressly or by implication, any license or other right or title to any invention, patent, trademark or trade name or other technology now or hereinafter owned by or controlled by Discloser.

## **6) BREACH OF CONFIDENTIALITY**

Recipient shall bear full civil liability and/or criminal consequences which might result from non-performance or improper performance of its obligations under this Agreement. To prove a breach of contractual obligations, the extent of damage suffered, and the causal connection between such a breach and damage, Discloser may use any evidence showing likelihood of such breach the extent of damage suffered, and the causal connection.

## **7) LIABILITY.**

The Recipient shall take any actions aimed at preventing any damage to Disclosure, as a result of breach of any warranty or obligation hereunder or as a result of breach of any provision of law by Recipient. Recipient has full liability for any damage that may occur as a result of breach of any of Recipient obligations hereunder or as a result of breach of any provision of law by Recipient. If such damage cannot be prevented, Recipient shall pay Discloser an amount equal to the damage suffered by Discloser. Obligations of Recipient referred to in this provision arise even if the damage was incurred despite due diligence applied by Recipient. The aforementioned provision shall apply without prejudice to the rights available to Discloser under the generally applicable provisions of law.

For each case of a breach of obligations set out in this Agreement by the Recipient, the Recipient shall pay upon the request of Discloser a contractual penalty in the amount of PLN [50,000] ([fifty thousand] zloty) within 14 days of request for payment. Discloser may seek compensation for damage the value of which exceeds the contractual penalty, based on applicable law.

Recipient shall be obligated to take all legal or actual actions in order to minimize the negative effects for Discloser which may result from the disclosure or use of the Confidential Information contrary to the Agreement. Parties shall cooperate in good faith in the above-mentioned scope in order to minimize such negative effects for Discloser.

## **8) DISPUTE RESOLUTION.**

This Agreement shall be governed by and construed in accordance with the laws of Poland. The court relevant for claimant (or for the office of the branch in Poland) shall have exclusive jurisdiction to rule on any dispute, controversy or claim arising out of or relating to this Agreement.

**9) TERM AND TERMINATION OF AGREEMENT AND CONTINUATION OF CLAUSES.**

This Agreement shall remain in effect for three (3) years subject to the following sentence. If this Agreement is an annex to another agreement or is signed in connection with the establishment of another legal relationship between the Parties, the obligations set forth in this Agreement shall continue for as long as such agreement or legal relationship exists, and for a period of 3 years after its termination or expiration or end of the legal relationship ends.

The provisions of Article 2 (“Use of Confidential Information; Standard of Care and Limited Access”) and Article 5 (Ownership of Confidential Information; Patents”) shall survive and continue to apply for further 5 (five) years from expiration of this Agreement. After the lapse of the above mentioned time period all the Confidential Information shall continue to be protected by generally applicable provisions of law, in particular Article 11 of the Combating Unfair Competition Act.==

For the avoidance of doubts, Parties agree that this Agreement shall remain in force irrespective of the cessation of the business and legal relationship between the Parties.

The Parties agree that any amendment to the Agreement shall be in writing otherwise shall be null and void.

IN WITNESS WHEREOF, the duly appointed representatives of Parties, have caused this Agreement to be executed in two copies, one copy being for each party.

**Bridgestone Poznań Sp. zo.o**

Name: Wojciech Heldt

Title: Proxy

\_\_\_\_\_  
Name:

Date:

Title: