



THE KNIGHTS OF UNITY

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, 2018 by and between The Knights of Unity Sp. z o.o., a Limited Liability Company of Wroclaw, Poland having it's principle office at Plac Strzelecki 25, 50-224 Wroclaw, Poland, VAT-EU: PL8982236807, REGON: 36829561600000, KRS: 0000695250 and _____, a _____ Company of _____, having it's principal office at _____, VAT-EU: _____.

Recitals

The Parties wish to exchange information related to a potential transaction between the Parties (the "Opportunity"). The information to be exchanged is confidential and proprietary in nature, and the parties wish to maintain the confidential nature of such information and limit the receiving party's use and disclosure of such information as forth set forth in this Agreement.

Agreement

In consideration of the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. References to "Confidential Information" mean all knowledge, information or materials whether of a technical or financial nature or otherwise relating to the business or affairs of the Parties (including without limitation any subsidiary or affiliated entity thereof), including all memoranda, notes, analyses, compilations, studies and other materials prepared by or for the receiving party which contain or reflect such knowledge, information or materials, which is provided or disclosed by the disclosing party to the receiving party in connection with the Opportunity and identified at the time of such disclosure as being confidential; provided that Confidential Information shall not include:
 - (a) information which the receiving party can demonstrate was known to the receiving party prior to disclosure by the disclosing party;
 - (b) information which is in the public domain or which enters the public domain other than as a result of a breach of this Agreement; or
 - (c) information that the receiving party independently develops or independently becomes aware of from a third party without, to the knowledge of the receiving party, a duty of confidentiality to the disclosing party.
2. The receiving party agrees that it will at all times maintain the confidentiality of any Confidential Information communicated to it by or on behalf of the disclosing party; provided that in the event the receiving party becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, or the receiving party determines that it is obligated by statute or governmental regulation

to disclose any of the Confidential Information, the receiving party shall provide the disclosing party with prompt

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written notice of such requirement so that the disclosing party, if possible, may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the receiving party agrees to furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be furnished and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information

3. Except as otherwise permitted by this Agreement, the receiving party agrees that it shall not copy, adapt, divulge, publish, disclose, or circulate (or authorize or permit anyone else to adapt, divulge, publish, disclose or circulate) any of the Confidential Information disclosed or communicated to it by the disclosing party (except as described in paragraph 4), nor shall it use the Confidential Information for any purpose other than the Opportunity.

4. Confidential Information may be disclosed by the receiving party to its employees, directors, officers, advisors, attorneys, auditors and agents only on a need-to-know basis in connection with the Opportunity, and each employee, director, officer, advisor, attorney, auditor or agent to whom Confidential Information is disclosed shall treat such Confidential Information in a manner consistent with this Agreement. The receiving party shall be liable for all acts and omissions of each person and entity to which the receiving party discloses Confidential Information.

5. The term of this Agreement shall be for a period of five years beginning on the date hereof; provided that the obligations relating to Confidential Information disclosed during the term of this Agreement shall survive the expiration of this Agreement.

6. All right, title and interest in and to the Confidential Information shall remain the exclusive property of the disclosing party and the Confidential Information shall be held in trust and confidence by the receiving party for the disclosing party. No interest, license or any right respecting the Confidential Information, other than set out herein, is granted to the receiving party hereunder by implication or otherwise.

7. The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by the receiving party without the prior written consent of the disclosing party, except for such copies and storage as may reasonably be required internally by the receiving party in connection with the Opportunity. The receiving party hereby agrees that all Confidential Information (including all copies thereof) disclosed to or created by the receiving party shall be delivered forthwith by the receiving party to the disclosing party, or, at the election of the receiving party, destroyed, and deleted from all retrieval systems and data bases upon the earlier of a request at any time by the disclosing party or at any time the receiving party decides not to proceed with a possible transaction involving the disclosing party.

8. The receiving party shall not directly or indirectly contact any shareholders, officers, employees, affiliates, agents, lending institutions, customers or suppliers of the disclosing party in connection with a possible transaction involving the disclosing party without the prior written consent of the disclosing party, which consent shall not be unreasonably withheld.

9. The disclosing party shall at its discretion provide such of the Confidential Information to the receiving party as is necessary or appropriate in connection with the Opportunity. Nothing in this Agreement obligates the disclosing party to make any particular disclosure of Confidential Information. The receiving party acknowledges and agrees that no representations or warranties whatsoever, express or implied, as to the accuracy or completeness of the Confidential Information have been made by the

disclosing party. The receiving party acknowledges and agrees that neither the disclosing party nor any of its shareholders, directors, officers, employees, representatives or professional advisors will have any

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liability to the receiving party resulting from its use of the Confidential Information or from any errors or omissions in the Confidential Information. Only those representations and warranties which are made in a final definitive agreement regarding the proposed transaction with the disclosing party, when, as and if executed, will have any legal effect.

10. The receiving party acknowledges that it is aware and that it will advise its employees and agents who are given access to the Confidential Information that the securities laws of the United States impose certain restrictions with respect to the purchase and sale of securities of an issuer by a person who has received material non-public information from such issuer concerning the matters referred to herein and by persons who have received such non-public information from such person.

11. The receiving party will indemnify, defend and hold harmless the disclosing party and its shareholders, directors, officers, employees, representatives and professional advisors from any damage, loss, cost or liability (including reasonable legal fees and the cost of enforcing this Agreement) owed to a third party arising out of the breach by the receiving party of this Agreement.

12. The receiving party agrees and acknowledges that money damages may not be a sufficient remedy for any breach or threatened breach of the provisions of this Agreement by the receiving party or any of its shareholders, directors, officers, employees, representatives or professional advisors and that the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies are not the exclusive remedies for a breach by the receiving party, but shall be in addition to all other remedies available at law or in equity to the disclosing party.

13. The parties agree that unless and until a final definitive agreement regarding a transaction between the parties has been executed and delivered, neither of the parties will be under any obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. Each party further acknowledges and agrees that the other party reserves the right, in its sole discretion, to reject any and all proposals with regard to a transaction between the parties and to terminate discussions and negotiations at any time.

14. Each party agrees to keep the existence and terms of this Agreement, and that the parties are having discussions related to the Opportunity, strictly confidential, and will not disclose the existence or terms of this Agreement, or that such discussions are taking place, to any third party without the prior written consent of the other party.

15. It is understood and agreed that no failure or delay of any party in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Execution and delivery of a facsimile transmission or email transmission of this Agreement shall constitute, for purposes of this Agreement, delivery of an executed original and shall be binding on the parties.

17. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had either not been included or had

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been limited to the extent of the invalidity, illegality or unenforceability, so that this Agreement shall be carried out as closely as possible according to its original terms.

18. Each party represents and warrants that (i) such party is an entity duly organized and validly existing under the laws of its state of organization, (ii) such party has the power and authority to enter into this Agreement and to perform fully its obligations under this Agreement; (iii) such party is under no contractual or other legal obligation which might interfere in any way with its prompt and complete performance under this Agreement; and (iv) the person executing this Agreement on behalf of such party has been duly authorized to do so and such execution is binding upon such party.

19. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, express and implied, oral and written. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, or any obligation of the parties to enter into any agreement relating to the Opportunity. This Agreement may not be modified or amended other than by an agreement in writing, signed by the parties.

20. This Agreement may be executed in counterparts, each of which will be an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

_____ **(COMPANY NAME):**

By:

Name:

Title:

Date:

THE KNIGHTS:

By:

Name:

Title: Co-owner

Date: