

### **Declaration of confidentiality**

hereinafter referred to as the “Declaration” made on the date of the Applicant filing the Application, and submitted to

**Biuro Informacji Kredytowej Spółka Akcyjna** with its registered office in Warsaw at ul. Zygmunta Modzelewskiego 77 A, registered in the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register, under number 0000110015, with share capital of PLN 15,550,000, fully paid-up, holding NIP [Tax Identification Number] 9511778633, represented by:

Agnieszka Szopa-Maziukiewicz – IT Managing Director

hereinafter referred to as “**BIK**”

by

.....

represented by:

1. ....
2. ....

hereinafter referred to as the “**Receiving Party**”

collectively referred to as the “**Parties**”.

Due to the type and scope of cooperation between the Parties, BIK shall deem it necessary to keep any and all information that the Receiving Party acquires, obtains, or receives in relation to the participation in the BIK Sandbox confidential.

1. **For the purposes of this declaration, the Parties introduce the following definitions:**

- (a) **“Purpose”** – shall mean any and all talks, negotiations, activities between the Parties concerning or related to the participation of the Receiving Party in the BIK Sandbox.
- (b) **“Confidential Information”** – shall mean any and all information or data relating to the BIK activities, in particular, technological information, IT system solutions, disclosed to the Receiving Party to achieve the Purpose, provided either in writing or orally or by any other means by BIK or by a third party operating as a contractor acting on behalf of BIK, or to a third party operating as a contractor acting on behalf of the Receiving Party, or otherwise obtained by the Receiving Party from BIK, both before and after the date of conclusion of this Declaration, however, excluding the information or data:
- i. which is publicly available in any manner whatsoever without violating this Declaration by the Receiving Party; or
  - ii. with regard to which the Receiving Party can prove that: (a) it was in the possession of the Receiving Party or known to the Receiving Party as a result of using it or recording in files or computers, or other carriers prior to receiving it from BIK, and was not previously obtained by the Receiving Party from BIK subject to its confidential character, or (b) was obtained by the Receiving Party in accordance with the law at any time independently of the information that was disclosed by BIK; or
  - iii. which the Receiving Party has obtained or received from a source other than BIK without violating by the Receiving Party or by that source any obligation to maintain confidentiality or non-use with regard to BIK; or
  - iv. which will be provided to a third party by BIK without restrictions as to its disclosure or use; or
  - v. which will be disclosed by the Receiving Party: (a) upon prior consent of BIK or (b) without such consent, after five years from the date of achievement of the Purpose.

2. **Storage of Confidential Information**

The Receiving Party shall keep the Confidential Information secret and shall take the same precautionary and security measures with respect to it as those taken by the Receiving Party with respect to its own Confidential Information, and with respect to which the Receiving Party ensures that they provide appropriate protection against unauthorized disclosure, copying or use. Subject to the provisions of Article 3(c), the Receiving Party shall ensure that disclosure of Confidential Information will be limited to those employees or members of the authorities of the Receiving Party who may need this information in order to achieve the Purpose. Any copies or reproductions shall not be made, unless to the extent reasonably necessary to achieve the Purpose, and all copies made is the property of BIK. Any and all Confidential Information and copies thereof shall be returned to BIK within thirty days of receiving a written request from BIK.

3. **Limitations and guarantee**

- (a) The Receiving Party shall: (i) not disclose Confidential Information, either in whole or in part, to any third party (subject to the provisions of point (c) below), (ii) use this Confidential Information

solely to achieve the Purpose, and (iii) not use this Confidential Information or any part thereof commercially without the prior written consent of BIK. Without limiting the foregoing, the Receiving Party shall be authorized to disclose any Confidential Information of BIK in accordance with mandatory provisions of law, provided that it notifies BIK thereof at least two business days prior to such disclosure.

- (b) The Disclosing Party is aware that BIK does not guarantee that Confidential Information will be applicable or appropriate to achieve the Purpose or any other goal within the scope other than the one stipulated by separate provisions.
- (c) Nothing in this Declaration shall apply to information that a Party is required to make available to the public under the law applicable to public companies.

#### **4. Limitation**

The Receiving Party is aware that:

- (a) Any and all rights to Confidential Information shall be reserved by BIK and no rights or obligations apart from those set forth of this Declaration shall be granted or derived from the provisions of this Declaration. In particular, no license shall be granted under this Declaration, either directly or indirectly, in connection with an invention, discovery, patent, copyright or other industrial property right owned, developed, received, or licensed, now or in the future, to any Party.
- (b) Nothing in this Declaration shall impose an obligation on the Receiving Party or BIK to enter into any economic relationships, nor shall it prevent, prejudice or limit any of the Parties with regard to the continuation of its business elsewhere unless this would constitute a breach of the terms and conditions of this Declaration.

#### **5. Contractual penalty**

- (a) This Declaration shall be effective starting from the date when the Receiving Party filed the Application.
- (b) In the event of non-performance or improper performance of the provisions of this Declaration, the Receiving Party shall pay BIK a contractual penalty of PLN 50,000.00 (say: fifty thousand Polish zlotys) within 14 days of issuing the request for payment. This, however, shall not exclude the possibility of claiming damages exceeding the amount of the contractual penalty under applicable provisions of law.

#### **6. Return and destruction of Confidential Information**

In the event of termination of cooperation, the Receiving Party, upon the written request of BIK, depending on the order of BIK, shall be obligated to return or destroy, in a manner agreed upon with BIK, either the mediums of Confidential Information made available to them, documents containing Confidential Information, and copies thereof. The return or destruction of Confidential Information shall be confirmed by a written declaration made by the Receiving Party or a destruction certificate. The Receiving Party shall have the right to retain copies of Confidential

Information in the cases where:

this is required by the generally applicable laws, or entities providing financial, economic, tax, or legal advisory services for the benefit of the Receiving Party are entitled to retain Confidential Information or its elaborations to the extent resulting from the advisory services provided to the Receiving Party, or copies of Confidential Information have been saved as a backup in the IT system of the Receiving Party and cannot be deleted or have been subject to saving due to the security procedures used or they are necessary for making settlements between the Parties,

however, copies of Confidential Information saved on the basis of the above-mentioned provisions shall remain confidential and shall be protected, in accordance with the terms of this Declaration.

7. **Governing Law and Jurisdiction**

Provisions of Polish law shall apply to this Declaration. The Parties agree to make their best efforts to resolve any and all disputes arising from this Declaration jointly, through discussions between them and/or their representatives. If, despite their best efforts, the Parties fail to resolve the dispute within 90 days of notifying one of the Parties of the dispute by the other Party, then the Parties shall submit the dispute for resolution to the court having jurisdiction over the registered office of BIK.

**Receiving Party:**

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