

NON-DISCLOSURE AGREEMENT

This agreement is entered into by and between:

1. Impol 2000 d.d., having its registered office in Partizanska 38, 2310 Slovenska Bistrica, represented by CEO, Andrej Kolmanič

and

2. _____, having its registered office or based in

represented by _____

Whereas

The parties to the agreement are in a business relationship in which the Discloser (the party that is the holder of the confidential information) can share Confidential Information with the Recipient (a party receiving confidential information from another party to the agreement) subject to the terms and conditions set out below.

Now it is agreed as follows:

1. Confidential Information

- 1.1. For the purposes of this Agreement, Confidential Information means any data or proprietary information of either party (the Discloser) or its affiliate that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
- a. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - b. any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
 - c. any information regarding research and development;
 - d. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
 - e. lists of customers or suppliers;
 - f. individual management decisions and internal documentation;
 - g. the content of contracts and other agreements concluded with the business partners and the content of correspondence and agreements with business partners or government authorities;
 - h. collected publicly available information from which an enterprise may acquire proceeds or advantage over competition;

- i. any other information that should reasonably be recognized as Confidential Information by the Discloser or which would obviously cause substantial damage if they were disclosed to an unauthorised person.

1.2. The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information and therefore protected.

1.3. Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4. Notwithstanding the aforementioned Confidential Information shall exclude information that:

- a. is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- b. was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- c. is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- d. becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- e. is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

2.1. The purpose of disclosing Confidential Information is verifying the possibility of joint cooperation and/or to enable the provision of services in accordance with a valid contract, which determines mutual business cooperation of the parties to the agreement.

3. Undertakings of the Recipient

3.1. In the context of providing services under the contract from previous clause, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2. The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality

of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3. The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4. The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5. The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but not less than with the reasonable care standard. The Recipient shall limit its internal dissemination of the Discloser's Confidential Information to only those of its employees, directors and affiliates having a need to know such Confidential Information in order for the Recipient to carry out the purpose and who have agreed to be bound by the terms of this Agreement. For purposes of this Agreement, Affiliate means any person, partnership, joint venture, cooperation or other form of enterprise domestic or foreign, that controls, is controlled by, or is under common control with a Party to this Agreement. Control means direct or indirect ownership of at least 50 % of the voting stock interest in such person or such relationship as, in fact, constitutes actual control.

3.6. When Confidential information presents an inside information, it may not be used to directly or indirectly acquire or dispose of securities of the issuer to which that information relates, neither for Recipients own account or for the account of another person nor may inside information be used to recommend another person or induce a person to acquire or dispose of security to which that information relates.

3.7. All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser. Recipient undertakes not to reverse engineer any objects containing Confidential Information which are transmitted by the Discloser in accordance with this Agreement or otherwise by observing, studying, disassembling or testing the product or object, acquire Confidential Information of the Discloser.

- 3.8. The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.
- 3.9. Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.
- 3.10. In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.
- 3.11. The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, the Discloser shall be entitled to claim for damages and interests as remedies for such breach.
- 3.12. The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.
- 3.13. The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.
- 3.14. The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.
- 3.15. The Parties do not intend that any agency, employment or partnership relationship be created between them by this Agreement.

4. Duration and Termination

- 4.1. This Agreement shall remain in force for 5 years. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2. This Agreement shall bind and benefit the parties and their respective successors and assigns.

5. Applicable Law and Jurisdiction

5.1. This Agreement shall be construed and interpreted by the Slovenian law. The court of Ljubljana shall have jurisdiction.

6. Validity

6.1. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

6.2. Ancillary agreements, amendments or additions hereto shall be made in writing.

Done at _____ on _____

Signed for and on behalf of
Impol 2000 d.d.
Andrej Kolmanič

Signed for and on behalf of

