

## Non-Disclosure Agreement

undertaken by

-----  
hereinafter referred to as "Interested Party"

states as follows:

## I Preamble

Oaklins TJP Corporate Finance GmbH, Vienna (hereinafter referred to as "Oaklins Austria") supports the owner (hereinafter referred to as "Seller") of a manufacturer of metal components in Europe (hereinafter referred to as "Target") with the analysis of strategic options and the structure sale of up to 100% of the shares (hereinafter referred to as "Transaction"). The Interested Party requests Oaklins Austria to make information on the Target available.

Within the scope of the Transaction, the Interested Party will gain access to confidential information. In order to prevent the disclosure of this confidential information to third parties or its abusive use, the parties enter into the following Non-Disclosure Agreement (hereinafter referred to as "Agreement").

## II Definitions

Confidential information in the sense of this Agreement shall mean any commercial, financial, technical or any other information and knowledge relating to the Seller, the Target and/or the Transaction that is not public domain, whether it has been made accessible in writing, orally or by inspection (hereinafter referred to as "Confidential Information"). This includes without limitation information on the Transaction per se and on the relevant negotiations and discussions in connection with the Transaction, all staff particulars, reports, presentations, investment memoranda as well as customer data otherwise relating to the Seller or the Target, analyses, comparative studies, compendia or other documents, which are drawn up by the Interested Party or its employees or agents.


Confidential Information shall be comprised by the above definition irrespective of whether it is designated as confidential or not.

## III Scope of Confidentiality

III.1 The Interested Party undertakes to keep confidential any knowledge and information it has received on the Target and the Seller or obtained elsewhere within the scope of the Transaction and to exclusively use it for the examination, preparation and execution of the Transaction.

III.2 The Interested Party is obligated under this Agreement against Oaklins Austria and the Seller. Addressees of this Agreement are Oaklins Austria and the Seller.

III.3 Submitted documents shall not be copied or saved by way of photo mechanics or otherwise, except for purposes of inspection within the Interested Party itself, unless agreed with Oaklins Austria or the Seller in writing.



III.4 The Interested Party shall not disclose to third parties or publish this Confidential Information at any time, whether directly or indirectly, except with Oaklins Austria or the Seller's prior written consent. Third parties shall mean those individuals and legal entities that do not have an employment relationship with the Interested Party; third parties shall exclude external advisors related to the potential acquisition / this transaction, employees of affiliated companies as well as members of the supervisory board and advisory board of the Interested Party. The Interested Party shall commit its employees and external advisors related to this transaction, who have access to Confidential Information, to comply with this Agreement.

In case Confidential Information has been lawfully disclosed to third parties pursuant to this provision, the Interested Party shall commit the recipient of this Confidential Information to comply with the terms and conditions of this Agreement. Furthermore, the Interested Party shall inform the recipient of the Confidential Information on the prohibition to misuse this information and on the criminal consequences resulting from such an abusive use and shall use its best endeavours to prevent the disclosure or abusive use of Confidential Information by the recipient.

The Agreement includes the obligation to appropriately secure any information and knowledge against the acknowledgement by unauthorized third parties.

Oaklins Austria and the Seller disclaim any liability for the accuracy and completeness of information transmitted in the course of the Transaction.

III.5 Should one of the parties be legally obliged to disclose to third parties or state agencies any information received from the relevant other party, it shall immediately inform the relevant other party in writing after it has become aware of this obligation itself, only if this is allowed by the law.


III.6 The aforementioned obligations do not apply to such knowledge and information which was demonstrably public domain at the time of transmission, has become public domain without fault attributable to the Interested Party, is lawfully obtained by a third party, or already available to the Interested Party. In all cases, the burden of proof lies with the Interested Party.

#### **IV Return of Information**

Upon Oaklins Austria's or the Seller's request, the Interested Party shall immediately return or destroy the Confidential Information received, all copies or transcripts made and other documents which contain Confidential Information and shall confirm to Oaklins Austria or the Seller the destruction of the Confidential Information in writing, as long as not required otherwise by local regulations / local regulatory authorities / laws. The above obligation to return / destroy Confidential Information does not apply to information stored in standard automatic IT back-ups or contained in the fund's reports

#### **V No Contact / Non-solicitation**

Without the prior written permission of Oaklins Austria or the Seller, the Interested Party shall not, with regard to the Confidential Information or in connection with the evaluation of the Transaction, directly contact the Target or any of its shareholders, directors, officers, employees, suppliers, customers



During the entire term of this Agreement the Interested Party shall not, directly or indirectly, solicit for employment any employee of the Seller or the Target, whether such person would commit a breach of his / her contract of service in leaving such employment, whereby the restrictions in this paragraph shall not apply to the placing of any general non-targeted advertisement for the purpose of recruitment or any assignment to a recruitment / selection agency not specifically targeted to employees of the Seller or the Target.

## **VI Penalty / Damages**

Oaklins Austria and the Seller are entitled to assert any damage that occurred within the scope of the Transaction which has been caused by the Interested Party or has been caused in part by third parties involved. The Interested Party shall be liable only for actual loss incurred by Target as a result of a breach of this Agreement by THC and shall not be liable for lost profits.

The Interested Party declares its liability for all damages resulting from a breach of the obligations under this Agreement. It does not matter, whether the breach was made by its board, its employees or its consultants for claiming. The right to claim additional damages is reserved to Oaklins Austria and the Seller.

## **VII Miscellaneous**

Oaklins Austria is providing the Confidential Information to the Interested Party for information purposes only and – until conclusion of a binding agreement in relation to the Transaction – without representation or warranty, express or implied, by Oaklins Austria as to its accuracy or completeness and without any responsibility on Oaklins Austria's part to revise or update the Confidential Information. The Interested Party hereby acknowledges that it will make its own analysis and decisions with respect to the Transaction, independently and without reliance on the Confidential Information, as it deems appropriate.

Furthermore, the Interested Party hereby acknowledges and confirms that any information made available to the Interested Party prior to, in the course of, or for the purpose of the Transaction, will not constitute any kind of offer by Oaklins Austria or the Seller in connection with the Transaction.

Oaklins Austria and the Seller reserve the right, in their sole discretion, to modify the Transaction structure, to reject any and all proposals with regard to the Transaction and to terminate respective discussions and negotiations at any time.

## **VIII Terms of Confidentiality**

All obligations contained herein are deemed agreed for the period of 1 year after signing of this Agreement or until the Transaction shall be effective.

## **IX Final Provisions**

IX.1. This Agreement and any disputes arising from it shall be governed by and construed in accordance with Polish law. Any disputes arising from this Agreement shall be settled by a common in Warsaw.



IX.2. If any term hereof is or becomes invalid or should any gap arise herein, this shall not affect the validity of the remaining terms of this Agreement. Instead of the invalid terms, the parties shall agree upon valid terms that closest reflect the economic meaning and purpose of the invalid term.

IX.3. Any amendment, modification or cancellation of this Agreement shall be made in writing in order to become effective or shall require the written consent of both parties.

....., on .....

.....