

CONFIDENTIALITY, SUCCESS FEE AND EQUITY PARTICIPATION AGREEMENT

This Agreement is entered into on [date] by and between:

[Full legal name of initiator] under the laws of Poland, with its registered office in **[address]**, entered in the Central Register and Information on Economic Activity, REGON: **[number]**, Tax ID (**NIP number**): , hereinafter referred to as the “Initiator”;

and

[Full legal name of Investor], a **[legal form]** organised under the laws of **[jurisdiction]**, with its registered office at **[address]**, registered under number **[number]**, VAT / tax number **[number]**, represented by **[full name and job title of authorised signatory]**, hereinafter referred to as the “Investor”.

The Initiator and the Investor are jointly referred to as the “Parties”.

1. Purpose and Definitions

The Initiator may disclose confidential information concerning Project HT, an investment opportunity involving a listed company (the “Target Company”). The Investor shall use the information solely to investigate, evaluate, negotiate, finance and/or implement a potential transaction involving the Target Company (the “Transaction”). “Confidential Information” includes the identity of the Target Company, this Agreement, the existence and contents of discussions, teasers, reports, financial models, valuations, investment theses, contacts, transaction structures, commercial terms, and all analyses or other materials derived from such information, whether disclosed orally, electronically or in writing.

2. Exclusions from Confidential Information

Information is not Confidential Information to the extent it: (a) is or becomes public other than through breach; (b) was lawfully known by the Investor without restriction before disclosure; (c) is lawfully received from a third party not, to the Investor’s knowledge, breaching a duty of confidentiality; or (d) is independently developed without use of Confidential Information.

3. Confidentiality and Permitted Disclosees

The Investor shall keep Confidential Information strictly confidential, protect it with at least reasonable care, and disclose it only to its affiliates, directors, officers, employees, professional advisers, financiers and potential co-investors who need to know it for the Permitted Purpose (“Permitted Disclosees”). The Investor shall inform each Permitted Disclosee of the confidential nature of the information and remains responsible for their compliance.

4. Legally Required Disclosure and Incidents

If disclosure is required by law, regulation, court or supervisory authority, the Investor shall, where legally permitted and reasonably practicable, notify the Initiator, cooperate regarding protective measures, and disclose only the legally required portion. The Investor shall promptly notify the Initiator of any actual or threatened unauthorized use or disclosure and take reasonable steps to mitigate it.

5. Success Fee

If the Investor, its affiliate, SPV, fund, co-investor, adviser, financing party or any person acting in concert with it completes a Transaction within 18 months from first receipt of Confidential Information, the Initiator shall receive a Success Fee equal to 3% of the Transaction Value. “Transaction Value” means the total consideration paid, payable, assumed or contributed, including purchase price, deferred consideration, earn-outs, capital contributions and other economic consideration. The Success Fee is payable within 7 Business Days after completion.

6. Equity Participation

In addition to the Success Fee, upon completion of the Transaction the Initiator shall receive equity equal to 1.5% of the fully diluted share capital of the Target Company (or the acquiring vehicle, if applicable), issued or transferred within 30 days of completion, free of any lock-up or vesting condition, ranking *pari passu* with the Investor's shares.

7. No Circumvention / No Contact

For 18 months from first receipt of Confidential Information, the Investor and any of its affiliates, SPVs, co-investors or related parties shall not, directly or indirectly, engage in any transaction involving the Target Company, its subsidiaries, controlling shareholder, or any acquisition vehicle formed to acquire it whether or not structured as originally presented without the Initiator's involvement.

If such a transaction nonetheless occurs during this period, it shall be presumed to result from the Confidential Information disclosed, and the Success Fee (Clause 5) and Equity Participation (Clause 6) shall become due in full, as if completed through the Initiator, in addition to a contractual penalty of PLN 1,000,000 for the breach itself.

8. Listed-Company Compliance

Confidential Information may constitute inside information under Regulation (EU) No 596/2014 on market abuse (“MAR”). While in possession of inside information, the Investor shall not trade in relevant financial instruments, recommend or induce trading, or unlawfully disclose such information.

9. Return or Destruction

Upon written request or termination, the Investor shall promptly return or destroy Confidential Information and confirm this in writing, subject to retaining information required for automatic backups, audit, insurance, regulatory, legal or compliance purposes. Retained information remains subject to this Agreement.

10. No Reliance; No Obligation

Confidential Information is provided for preliminary discussion purposes only and does not constitute investment advice, an offer, prospectus, recommendation, valuation opinion or commitment. The Investor shall conduct its own due diligence. Neither Party is obliged to enter into a further agreement, and the Initiator gives no representation or warranty as to completeness or accuracy except in definitive transaction documentation.

11. Term and Remedies

Confidentiality obligations remain effective for 3 years from the date of this Agreement; trade secrets remain protected for the period required by applicable law. For each breach of Clauses 3 or 8, the Investor shall pay a contractual penalty of PLN 100,000. Breaches of Clause 7 are governed exclusively by the remedies set out in Clause 7 itself. Payment of any penalty under this Agreement does not limit the Initiator's right to seek additional damages or other available remedies.

12. Personal Data

Each Party shall process personal data in accordance with the GDPR and other applicable data-protection laws. Personal data may be processed for evaluating and implementing the Transaction, managing payments, compliance, fraud prevention and risk analysis, and may be shared with Permitted Disclosees on a need-to-know basis. The Parties shall apply appropriate security measures and cooperate regarding data-subject rights.

13. Miscellaneous and Governing Law

This Agreement constitutes the entire agreement concerning its subject matter and may be amended only in writing. If any provision is invalid, the remainder remains effective and the provision shall be replaced by a valid provision reflecting the original intent as closely as legally permitted. This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Electronic signatures and PDF counterparts are valid. This Agreement is governed by Polish law. Disputes shall be submitted to the courts having jurisdiction over the Initiator's address.

14. Board Representation and Publicity

Following completion of the Transaction, the Investor shall use reasonable efforts to propose the Initiator, or a person nominated by the Initiator, for appointment as a non-executive or observer member of the Target Company's supervisory board, subject to applicable corporate, regulatory and shareholder approval requirements. This clause does not constitute a binding commitment or condition of the Transaction.

The Parties may, by mutual agreement, participate in public communications regarding the Transaction following completion, subject to applicable disclosure rules for listed companies and Clause 8 (Listed-Company Compliance).

SIGNATURES

DISCLOSING PARTY / INITIATOR	RECEIVING PARTY / INVESTOR
Przemysław Wira Signature: _____ Date: _____	[Legal name] Authorised signatory: [●] Title: [●] Signature: _____ Date: _____