

## CONFIDENTIALITY

1. Each of the Parties undertakes, on its own behalf and on behalf of their employees and representatives, to ensure that information obtained by one of the Parties from the other Party shall be treated confidentially by the recipient and shall not be used for purposes not related to the performance of the Agreement without the prior written consent of the Disclosing Party.
2. The Parties to the Agreement undertake to keep confidential the following:
  - provisions of this Agreement,
  - any information obtained by the Parties in relation to the performance of the Agreement, including:
    - a) information protected legally within the meaning of the Polish Personal Data Protection Act of 29 August 1997 (consolidated text: Dz. U. [Journal of Laws] of 2015, item 2135, as amended),
    - b) trade secrets, including any technical, technological, economic, financial, commercial, organisational or other information disclosed by the Parties in relation to the performance of the Agreement but not disclosed to the public, being of commercial value, an unauthorised disclosure of which may pose a threat to the legally protected interest of any of the Parties hereto.
3. The Parties hereto undertake to incorporate the confidentiality clause related to the information referred to in item 2 above into contracts concluded with sub-contractors, where relevant.
4. The Parties undertake to use the information referred to in item 2 exclusively to perform this Agreement.
5. The confidentiality clause shall remain binding on the Parties throughout the term of the Agreement and thereafter (i) for an indefinite period of time in the case of the information referred to in item 2(a) and (ii) for a period of 5 years in the case of the information referred to in item 2(b) from the termination hereof. In the case of the remaining information, the confidentiality clause remains binding on the Parties throughout the term of this Agreement.
6. The confidentiality clause shall not apply to information that:
  - is publicly available,
  - has been made available in relation to the fulfilment by Grupa Azoty S.A. of information obligations resulting from the fact of being a public company,
  - is made available upon the request of an authority which, pursuant to the applicable legislation, is authorised to request such information (see item 8 of this article),
  - is or will be publicly available without breaching the confidentiality obligation hereunder,
  - will be obtained by the Party from a third person without breaching the confidentiality obligation binding on this third person,
  - will be disclosed upon the prior written consent of the Disclosing Party.
7. The Parties may disclose the information referred to in item 2 only to those employees/partners who need such information to perform their tasks and only to an extent required to perform this Agreement. The Parties undertake to inform their own employees/partners who are participating in performing this Agreement or who come into contact with the information referred to in item 2 about the confidentiality obligations arising herefrom, i.e. about the obligation to keep the information confidential and about the legal consequences of its disclosure - civil and criminal liability provided for by the law referred to above. The Parties shall be held liable for any breach of the obligations resulting herefrom by the said persons.

8. The foregoing information may be provided to courts, public administration bodies and local authorities as long as such courts and bodies are legally authorised to request disclosure of such information. In such case, however, the Party notified of such a request has to, prior to disclosure, inform the other Party of the relevant request made by a court or a body (and provide the other Party with a copy of the request) and to indicate the scope of the information requested by the court or the body.
9. The confidentiality obligation shall cease to be binding at any time when the Parties hereto agree in writing on the scope, time and method of making the Agreement and the information referred to in item 2(b) available.
10. Should the provisions referred to in this article be infringed by the Party hereto, each of the Parties may demand that the Infringing Party pay a contractual penalty of EUR 5.000,00 for a single event of infringement. Should the contractual penalty referred to above fail to cover the loss suffered, the Parties shall be entitled to claim compensation under the general rules.