Non Disclosure Agreement
(NDA)

Tradebyte Software GmbH
Bahnhofsplatz 8
91522 Ansbach
Germany
in the following "Tradebyte"

Lena Software Sp. z o. o.
2 Blacharska
61-006 Poznan
Poland
in the following "taker"

§ 1 Preamble

The parties consider collaboration in the area of e-commerce platforms and will therefore share secret information, in particular related technologies, successful business models and existing distribution partners. The agreement at hand does not give the parties the right to demand the disclosure of secret information from the other party. Whether and which information is disclosed, is at the discretion of the respective party.

§ 2 Definition

1) Confidential information in accordance with this agreement is all information that has been made available with another party in connection with the aforementioned, or are otherwise become known, in particular those concerning trademarks and/or corporate names, their graphic design or writing, products, business plans, business fields, business partner, business figures, developments and process know-how as well as information which:

a) was termed explicitly and in writing as confidential by one party;

b) is defined as protected information according to §§ 17, 18 UWG (Unfair Competition Act), especially know-how;

c) is protected through commercial and other trademark rights, e.g. planning material for software (see § 69a para. 1 of the German Copyright Act);

d) comes under bank secrecy or data protection or a similar obligation of secrecy or which is of a similar nature as data protected by bank secrecy or data protection;

e) is evident from the nature of the information that the contract party which disclosed the information has an interest in confidentiality. "Information" includes both the data and the data media provided.

2) The inclusion in the confidential information is cancelled or ends when:

a) the information is publically available;

b) the revelatory party waives the protection in writing or

c) the information is made known to the receiving party by means other than the revelatory party and in so doing the obligation of secrecy was not violated.

If a party should refer to any of these exceptions, they shall provide evidence of this.

§ 3 Use of information

1) The parties shall invariably treat the secret information as strictly confidential. They shall not make the secret information available to third parties, and furthermore refrain from any actions which might enable a third party to gain knowledge of the secret information.

2) The parties shall especially not make copies of written documents which have been made available to them by the other party. The parties shall keep the secret information secure.

3) The parties shall not exploit the secret information commercially for themselves or for third parties. The taker shall especially not exploit the secret information in connection with their own start-up projects.

§ 4 Return

If the parties cannot agree on the conclusion of a business connection, the parties are obliged to return all written documents referring to the secret information to the other party immediately. Furthermore, the parties are obliged to delete digitally saved information irrevocably. The parties have no right of retention.

§ 5 Contractual Penalty

A general contractual penalty is not deemed to be agreed. The parties have the right to claim disclosure, damages and/or omission due to the violation of a contractual obligation from the respective other party.

§ 6 Miscellaneous

The obligations adopted by the parties remain temporally and spatially unlimited. The laws of the Federal Republic of Germany apply. The place of jurisdiction and execution is the registered office of Tradebyte.

§ 7 Severability Clause

If any provision of this contract is or becomes invalid, or if the contract contains a gap, the validity of the other provisions shall remain unaffected. Instead of the ineffective clause or in order to fill the gap, the regulation shall ensue, which, insofar as this is legally possible, is most similar to what the contract partners wanted or, had they considered the point, would have wanted.

Tradebyte

Ansbach, 23.07.18
City, Date

THORSTEN BARTH / KATHRIN HOESL
Name (Capitals)

CPO / Director Customer Unit
Function

Stamp, Signature

Taker

Poznan, 2018-07-19
City, Date

Wojciech Skala
Name (Capitals)

Prezes zarządu
Function

Stamp, Signature

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