

Annex No. 1. Non-Disclosure Agreement (NDA)

Non-Disclosure Agreement (NDA)

BETWEEN:

.....with headquarters based at, registered
at under the registration number, hereinafter referred to as: " the Contractor",
represented by:

.....,

AND:

NITROERG S.A. with headquarters based at Bierun, Poland, Pl. A. Nobla 1, 43-150, registered at KRS under the
registration number 0000268394 hereinafter referred to as "the Company",
represented by:

Grzegorz Sosna — President of the Board,

Slawomir Kwiatkowski — Member of the Board

Collectively hereinafter referred to as the "Parties",

I.PREAMBLE:

The Company intends to submit to the Contractor an enquiry relating to the "Design and purchase of a line for automatic elaboration of delaying elements for detonators, including delivery" - advertisement number 2/10/2023 in accordance with the content of the announcement posted on the website at www.nitroerg.pl,

II. NOW, THEREFORE, the parties have agreed as follows:

1.1 In order for the Company to submit this enquiry and for the Contractor to make an offer, it is necessary that both parties provide each other with information the content of which may constitute confidential information and a business secret regarding the disclosing Party in accordance with the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, hereinafter collectively referred to as "Confidential Information" or "Information".

1.2 All copyrights to the documentation are held by the disclosing Party and the author of the documentation, respectively, therefore the receiving Party hereby submits to the disclosing Party a declaration with the following content:

1.2.1 The receiving Party affirms and guarantees to the disclosing Party the confidentiality of all confidential Information regarding the disclosing Party obtained during the ongoing proceedings and during the implementation of the task in question. At the same time, the receiving Party undertakes not to infringe the copyright or any other rights of the disclosing Party or third parties to the documentation in question,

1.2.2 The receiving Party assumes the following obligations regarding the procedure with Confidential Information:

a) the information referred to in point 1.1 is confidential, which also applies to the content of any negotiations conducted by the Parties as a result of the submission of an offer by the Contractor to perform the task in question,

b) documents including Confidential Information (hereinafter referred to as "Documents") should be stored in a place and in a way that prevents access to them by unauthorized persons,

c) Confidential information and Documents may be made available only to persons participating in the process of preparing and submitting the Company's enquiry, preparing and submitting the Contractor's offer and of all further negotiations and, as the case may, the implementation of the agreement reached by the Parties (hereinafter referred to as "the Agreement"), subject to the provisions of section II point 2 below,

d) Confidential information may be used only for related purposes with the negotiation and conclusion of the agreement reached by the Parties and its implementation,

e) as a result of a request from the disclosing Party, the receiving Party will return the Documents. The obligation to return also applies to all copies and reproductions of the Documents held by the receiving Party,

f) subject to the provisions of section II point 1 below, the protection of Confidential

Information also means that the receiving Party will not provide to third parties any information in any form about ongoing negotiations, their content and plans to

conclude the Agreement, except when the disclosing Party grants the receiving Party written consent to such action.

1.3 Each Party will be released from the non-disclosure obligation if it can prove that:

- The Information has become or is becoming public knowledge by means other than through breach of this agreement;
- The Information was already legally available to it from a development project at the time of its communication;
- The Information has been made legally available to it by third parties without restriction;
- The disclosing Party makes the Information available to third parties without restriction.

II. THIRD PARTY ACCESS TO CONFIDENTIAL INFORMATION:

1. Each Party undertakes that only its employees or other persons cooperating with it under appropriate legal bases, including independent consultants or advisors (hereinafter also collectively referred to as "Collaborators"), will have access to the Confidential Information made available to it, but only to the extent necessary for the analysis and examination of the Confidential Information with a view of preparing the offer and concluding and implementing the Agreement.

2. The receiving Party's employees and associates will be informed by the disclosing Party about the confidential nature of the Information and obliged to keep it confidential in accordance with the principles set out in this agreement. In each case of breach of the obligation of non disclosure by Employees or Collaborators, the receiving Party shall be liable to the disclosing Party for its own actions or omissions.

III. FINAL PROVISIONS:

1. Each Party bears full responsibility for non-performance or improper performance of obligations arising from this Non-Disclosure Agreement.

2. The obligation of confidentiality regarding Confidential Information remains in force even if the Agreement is not concluded.

3. The present agreement shall be governed by Swiss law.

4. Any dispute arising out of or in connection with the present agreement shall be finally settled under the Rules of the Arbitration Institute of the International Chamber of Commerce by one or three arbitrators appointed in accordance with said Rules.

The arbitral award shall be final and binding upon both Parties. Both Parties shall fulfil the award voluntarily and diligently.

The proceedings shall take place in Zurich (Switzerland) and shall be conducted in English language.

Made in two original copies, each Party acknowledging having received its copy.

Signature and stamp of the authorized person
to represent the Contractor

Signature and stamp of the authorized person to
Represent the Company