**Confidentiality Agreement**

concluded on this day of ................... 20… between:

**Gdynia Container Terminal Sp. z o.o.** with its registered office in Gdynia (81-184), ul. Energetyków 5, entered into the Entrepreneurs Register of the National Court Register maintained by Sąd Rejonowy Gdańsk-Północ w Gdańsku *[District Court Gdańsk Północ in Gdańsk]* – VIII Commercial Divisionunder KRS no.: 0000901814, with its share capital in an amount of 11 379 300.00 złoty (paid in full), holding tax identification number (NIP) 5860020200 REGON 190425189, herein and after referred to as “**GCT**”, represented by:

- Jan Jarmakowski - President of the Management Board, Managing Director

- Katarzyna Wenta – Proxy, Financial Director

and

…………………. with its registered office in ………………. Ul. …………….. entered into the Entrepreneurs Register of the National Court Register maintained by Sąd Rejonowy *[District Court]* ………. under KRS no. ……………………, with its share capital in an amount of ……………… złoty, holding tax identification number (NIP) ………………………… herein and after referred to as Obliged Entity represented by:

………………… - …………………

GCT and Obliged Entity herein and after referred to as individual “**Party**” and jointly "**Parties**".

**Whereas:**

1. GCT and the Obliged Entity conduct talks regarding the modernization of overhead cranes which require or may require disclosure by one of the Parties to the other of confidential and proprietary information related to GCT's infrastructure, during which information will be disclosed, the transfer, disclosure or use of which may violate the interests of the Parties, the Parties undertake conclude this Information Protection Agreement to specify the terms and conditions for sharing information by the Parties;
2. due to the type and scope of the Parties' future obligations, each Party considers it necessary to keep secret any information that the other Party acquires, obtains or receives in connection with the planned cooperation in the field of activities aimed at modernizing the overhead cranes.

**The Parties have agreed as follows:**

**§ 1**

1. The subject of this confidentiality agreement (hereinafter referred to as the "Agreement") is to define the rules for the disclosure by the Disclosing Party to the Receiving Party of confidential and sensitive information, data, documents and materials in connection with talks between the Parties in connection with the proceeding regarding potential or future agreements, understandings or other mutual obligations of the Parties ("**Cooperation of the Parties**"), as well as setting rules for the use and protection of the above information.
2. The Parties undertake to keep secret any information provided directly or indirectly by the Party ("**Disclosing Party**") in any form, i.e. in particular in oral, written, electronic form, as well as information obtained by the other Party ("**Receiving Party**") in any other way during mutual cooperation, including but not limited to in connection with the conclusion and performance of this Agreement or in connection with talks between the Parties, as well as information acquired by the Receiving Party intentionally or accidentally in connection with the Cooperation of the Parties, if such information relates directly or indirectly to the Disclosing Party, companies from the Disclosing Party's Group or their counterparts/contractors, including the content of this Agreement, regardless of their nature (but in particular those of a commercial, organizational, technological, legal, financial nature, information containing personal data and on how to protect personal data, as well as business concepts, marketing strategies, business development plans, know-how, business strategies and other information of economic value, budget and accounting, reports required by law, intellectual property, license fees, customer databases and details of contracts concluded with them, as well as information about employees and partners of the Party), nature, form (in particular handwritten or printed documents), method of transmission (in writing, orally, using a data exchange network and/or e-mail, CD-ROM, DVD-ROM, portable disks or a virtual data room - VDR meetings and teleconferences) ("**Confidential Information**").
3. The term "**Representatives**" shall be understood as persons duly authorized by the Receiving Party to receive and use Confidential Information in connection with this Agreement or the Cooperation of the Parties, in particular members of its staff, employees, contractors and persons under a different contractual relationship, advisers, auditors, consultants, subcontractors.

**§ 2**

1. The Receiving Party hereby undertakes, on its own behalf and on behalf of the Representatives, to:
2. keep in strict confidence any Confidential Information that has been disclosed to it by the Disclosing Party under the provisions of this Agreement;
3. restrict access to Confidential Information only to those Representatives who are directly involved in the implementation of cooperation between the Parties or whose participation is necessary due to the nature of activities under the Agreement or the Cooperation of the Parties;
4. not to disclose, directly or indirectly, not to transfer or make available to any third party or to use Confidential Information for its own or someone else's interest without the prior express consent of the Disclosing Party in writing under pain of nullity and the Disclosing Party is not obliged in any extent to provide the Receiving Party with such consent, in whole or in part;
5. use Confidential Information only for purposes related to the Cooperation of the Parties;
6. not to use Confidential Information to achieve benefits in the conducted activity and in a way that would result in a violation of the competitiveness of products or services provided by the Disclosing Party or their affiliates;
7. keep confidential and not disclose to any third party the fact of having Confidential Information;
8. inform the Disclosing Party of any case of unauthorized disclosure, unauthorized access or loss of Confidential Information or copies thereof and take all necessary actions to minimize the scope of the breach and the damage that may arise as a result of such an occurrence. The information referred to in the previous sentence should be provided to the Disclosing Party in writing immediately but not later than within 3 business days from the occurrence. Notwithstanding the foregoing, information about the occurrence should be sent immediately by e-mail to the e-mail address - for GCT: sekretariat@gct.pl for the Obliged Entity:……………
9. The obligation of confidentiality also applies to any information that Representatives of the Receiving Party collect on their own during visits to the Disclosing Party, carrying out inspections, on-site inspections or examining information, materials belonging to or made available by the Disclosing Party. Confidential Information provided or communicated to the Receiving Party or its Representatives by the Disclosing Party shall constitute and remain the property of the Disclosing Party.
10. The Receiving Party is obliged and ensures that the Confidential Information obtained shall be used only for the purpose for which it was transferred, made available or disclosed.
11. The Receiving Party undertakes and shall oblige its Representatives not to copy or otherwise reproduce the Confidential Information or parts thereof.
12. The Receiving Party is obliged, at its sole expense, to ensure proper implementation, both by it and its Representatives, of the provisions of this Agreement, in particular by implementing an appropriate security system in the field of information, documents and data circulation, applying an appropriate standard of such protection. In particular, the Receiving Party shall be obliged to make every effort to ensure that the means of communication used by it to receive, transfer and store Confidential Information ensure their proper protection against access by third parties.

**§ 3**

1. The confidentiality obligation does not apply to:
2. information that is publicly available or widely known, and in particular has been made public by the Disclosing Party, published in the press or other mass media, or
3. information that has been disclosed by the Disclosing Party in connection with the performance of obligations under the law in a manner that allows public access to it;
4. information that is required by courts or government authorities, or
5. information that is obviously not confidential or was available to the Party without the obligation of confidentiality prior to its disclosure by the other Party, or
6. information that was known to the Receiving Party before its disclosure in connection with the performance of the agreement or the Cooperation of the Parties - with the proviso that this does not apply to information acquired by the Receiving Party as a result of breaching obligations under this Agreement or decency, or
7. information that has been independently developed by the Party without the use of information obtained from the other Party.
8. The Parties agree that GCT retains the right to disclose Confidential Information related to the performance of this Agreement and the Cooperation of the Parties to entities belonging to the CK Hutchison Holdings Limited group.
9. If the obligation of the Receiving Party or its Representatives to disclose any Confidential Information results from the mandatory provisions of law, the Receiving Party undertakes and obliges its Representatives, while applying the principle of disclosing the content of Confidential Information as narrowly as possible, to the extent resulting from the absolute applicable law, to disclose to the competent authority or other entity only such Confidential Information that such authority or such entity requests.
10. The Receiving Party undertakes and shall oblige its Representatives to immediately notify the Disclosing Party of the circumstances referred to in Section 3. The notification should, if possible, be made prior to disclosing the Confidential Information to an authorized body or other competent entity and should indicate the scope of the requested Confidential Information, unless the provision of such information is prohibited under applicable law or a final or legally binding decision of the authority or entity requesting access to Confidential Information.

**§ 4**

1. For the avoidance of doubt, the obligations to maintain the confidentiality of Confidential Information also extend to Representatives of the Receiving Party and other persons to whom the Receiving Party will disclose such information. The Receiving Party shall impose on the above-mentioned persons, in writing, an obligation to protect Confidential Information on terms at least the same as those set out in this Agreement. The Receiving Party shall impose on the above-mentioned persons, in writing, an obligation to protect Confidential Information on terms at least the same as those set out in this Agreement.
2. The Receiving Party undertakes to inform all its Representatives who will come into contact with Confidential Information about the obligations arising from this Agreement.
3. The Receiving Party bears full responsibility for the actions or omissions of its Representatives and persons who, as a result of the actions or omissions of the Receiving Party, gained access to Confidential Information. The Receiving Party represents and warrants that it will be liable to the Disclosing Party on the terms resulting from the Polish Civil Code and the relevant provisions of this Agreement, as for its own acts or omissions, for any acts or omissions of its Representatives or third parties remaining with the Receiving Party in an employment relationship, contractual relationship or which are related to the Receiving Party on the basis of a legal relationship of any other nature, undertaken in connection with the validity of this Agreement.
4. At the request of the Disclosing Party, the Receiving Party shall, within no more than fourteen calendar days, send the Disclosing Party a list of persons and entities to whom the Receiving Party has made Confidential Information available. Failure to comply with this obligation will be treated as unauthorized disclosure of Confidential Information.

**§ 5**

1. The Parties shall store all Confidential Information as well as other written and electronic materials received from the other Party in a responsible manner to prevent access by third parties.
2. Confidential Information may not be copied, photographed or otherwise reproduced without the prior written consent of the Disclosing Party under pain of nullity. This prohibition also applies to copying data to storage media, CDs, hard drives, etc. The prohibition does not apply to Confidential Information copied automatically by the computer systems of the Receiving Party in the form of a backup copy and kept confidential.
3. Either Party may at any time request the return of all written and electronic information and, if applicable, remove it from the other Party's computers, disks, etc., provided that each Party is entitled to retain and archive indefinitely one copy of Confidential Information only for archival purposes or necessary for the functioning of the Party's IT systems protecting against failures and is not obliged to return, destroy or delete copies of Confidential Information copied automatically by computer systems in the form of a backup copy and kept confidential. This also applies to any copies that the Parties have obtained from Confidential Information.
4. The Parties agree that in the event of termination of the Parties' Cooperation, at each written request of the Disclosing Party - the Receiving Party undertakes to immediately return all materials received from the Disclosing Party (recorded in any form) containing Confidential Information and permanently destroy their copies and delete them from computer memory in way that they cannot be reproduced.
5. The obligation referred to in Section 1 above does not apply to copies of Confidential Information copied automatically by computer systems in the form of a backup copy and kept confidential.
6. At the request of the Disclosing Party, the Receiving Party shall immediately submit a statement on the performance of the obligation referred to in Section 1 above.

**§ 6**

1. In the event of a breach of the confidentiality obligation, including in particular the obligations set out in §2-§5 above, the breaching Party shall pay the other Party a contractual penalty in the amount of 100,000 (one hundred thousand) PLN for each breach.
2. The stipulated contractual penalties shall be payable on the first demand within 7 days from the delivery of the request for their payment. For the avoidance of doubt, the Parties confirm that they shall also recognize a debit note as a request for payment.
3. In the event of a breach by the Receiving Party of any obligations under the Agreement, the Disclosing Party has the right to demand an immediate cessation of the breach and removal of its effects.
4. The reserved contractual penalty does not exclude the right of the Party which has suffered damage as a result of the breach of the provisions of this Agreement by the other Party, to claim from the other Party compensation exceeding the stipulated amount of contractual penalties on general terms.
5. For the actions or omissions of Representatives as well as entities belonging to the capital group of a given Party, each Party is responsible as for its own actions or omissions.
6. The Parties shall be liable for any damages that may arise as a result of breaching any obligations under this Agreement, as well as for any damages that may be caused by a representative acting in breach of this Agreement. If either Party obtains financial benefits by acting in breach of these obligations, that Party shall also pay the other Party an amount equal to the benefits obtained.

**§ 7**

1. The obligations set out in this agreement are binding for the Parties indefinitely from the date of signing this agreement.
2. In the event of termination, expiration or cancellation or loss of legal force of this Agreement, the Parties are obliged to maintain confidentiality for a period of five (5) years from this event.

**§ 8**

1. The Obliged Entity and persons acting on behalf of and for the Obliged Entity including its representatives, directors, staff, officers and other related persons providing services under the Agreement, hereinafter referred to as the "**Personnel of the Obliged Entity**", undertake to:
2. respect all applicable laws and rulings regarding counteracting and combat corruption;
3. not to engage in any activities, practices or conduct that constitute criminal or petty offence within the context of the provisions of law.
4. In order to ensure respect of anti-corruption regulations the Contractor undertakes, throughout the duration of the Contract follow the required procedures of law and good manners in this respect.
5. The Obliged Entity shall hold total and full liability for any effects that may arise as a result of the breaching the provisions of the clause contained in Section 1 by the Obliged Entity and any of the Personnel of the Obliged Entity, in particular, undertakes to cover all damages, liabilities, losses and expenses incurred by GCT, its directors, employees, contractors, subcontractors and representatives that may arise in connection with the breach of the provisions of this clause specified in Section 1 by the Obliged Entity and the Personnel of the Obliged Entity (including subcontractors).
6. GCT may terminate the Agreement with immediate effect if it determines in good faith that the Obliged Entity or any of the Personnel of the Obliged Entity has breached any of the provisions referred to in Section 1 above or has otherwise violated anti-corruption regulations.

**§ 9**

**Concluding Provisions**

1. All notices, summons and other information that are required or permitted by this Agreement shall be in writing under pain of nullity and shall be considered effectively delivered if they are:
	1. delivered personally,
	2. sent by courier or post (registered letter or registered letter with acknowledgment of receipt).
2. Until the other Party is informed about the change of address in writing - by registered letter with acknowledgment of receipt - correspondence delivered to the addresses indicated in the recitals of the Agreement shall be deemed effectively delivered between the Parties. Correspondence sent by registered letter or registered letter with acknowledgment of receipt, which is not collected up by the other Party, shall be deemed effectively delivered after 14 (fourteen) days from the date of posting.
3. Any changes to the Agreement and statements related to the performance of the Agreement must be made in writing under pain of nullity.
4. This Agreement shall be governed by the Polish law. Any disputes, misunderstandings or claims arising from or related to this Agreement or its breach , as well as termination or invalidation, shall be resolved by a final and binding decision of the competent Polish court.
5. Any disputes arising from the Agreement shall be settled by the common court competent for the registered office of GCT.
6. Without the prior consent of the other Party expressed in writing under pain of nullity, neither Party may not entrust or transfer all or any part of the rights and obligations (liabilities) under this Agreement to third parties.
7. Matters not provided in this Agreement shall be governed by the relevant provisions of the Civil Code.
8. The Parties agree that in case of any doubts, individual provisions of the Agreement shall be interpreted in such a way as to comply with the mandatory provisions of law and the intention of the Parties. In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, such provision shall be deemed not to be reserved in the Agreement and all subsequent provisions shall remain in full force and effect. A provision deemed unlawful, invalid or unenforceable shall be replaced by a provision of similar meaning, including, in particular, the content reflecting the original intentions of the Parties within the limits permitted by law.
9. This Agreement has been drawn up in 2 identical counterparts, one for each one Party

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| --- | --- |
|  **GCT** |  **Obliged Entity** |
| ……………………… ……………………… | ……………………… |