NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between:

Zepter International Poland Sp. z o.o., with its registered office at ul. Domaniewska 37, 02-672 Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS 0000107635, NIP 526-020-01-87, share capital PLN 224,500 ("Disclosing Party")

and

any natural or legal person who accepts this Agreement electronically by selecting the designated acceptance checkbox ("Receiving Party").

The Disclosing Party and the Receiving Party shall collectively be referred to as the "Parties".

"Effective Date" means the date on which the Receiving Party accepts this Agreement electronically.

§1 Definition of Confidential Information (Trade Secrets)

1. "Confidential Information" means any information disclosed by the Disclosing Party which:

a) is not publicly available;

b) has actual or potential economic value;

c) is marked as confidential or, given the circumstances of disclosure, should reasonably be understood as confidential;

d) and in respect of which the Disclosing Party has taken reasonable measures to maintain its confidentiality.

2. Confidential Information is intended to constitute a trade secret within the meaning of Article 11 of the Polish Act on Combating Unfair Competition, provided that the statutory requirements for trade secret protection are satisfied.
3. Confidential Information includes, in particular, business, financial, technical, technological, organizational information, know-how, customer data, strategies, analyses, pricing, offers, documentation, and information regarding Partners in Zepter & Partners, contractors and business partners, training materials, sales methods, compensation plans, recruitment systems, presentation materials, customer acquisition methods and business development strategies.

§2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

a) is or becomes publicly available without breach of this Agreement;

b) was lawfully known prior to disclosure;

c) was lawfully obtained from a third party without confidentiality restrictions;

d) was independently developed without use of Confidential Information;

e) has been expressly released from confidentiality in writing by the Disclosing Party;

f) constitutes the terms of participation and cooperation in Zepter & Partners which the Disclosing Party makes available to persons interested in joining Zepter & Partners or in cooperation, in particular the Zepter & Partners Programme Terms and Conditions with their Annexes, the Discount Table, the Referral Premium Table and the rules for calculating and maintaining premiums, commissions and discounts under the compensation plan, to the extent that the Receiving Party passes them on to persons referred or recruited for cooperation.

§3 Purpose Limitation

1. Confidential Information shall be used solely for the purpose of evaluating, discussing, establishing or performing a commercial cooperation (including cooperation in the Zepter Business Partner category of Zepter & Partners), sales representative relationship, agency relationship, distribution relationship or other business cooperation with the Disclosing Party ("Purpose").
2. Any use beyond the Purpose is strictly prohibited.

§4 Confidentiality Obligations

1. The Receiving Party shall keep all Confidential Information strictly confidential and apply at least the same degree of care as it uses for its own confidential information of similar importance, but no less than reasonable care.
2. The Receiving Party may disclose Confidential Information only to those employees, officers, advisors, or contractors who:

a) have a strict need to know for the Purpose; and

b) are bound by confidentiality obligations no less protective than those set out herein.

3. The Receiving Party shall remain fully liable for any breach of this Agreement by such persons.

§5 Prohibited Conduct

The Receiving Party shall not, without prior written consent of the Disclosing Party:

a) use Confidential Information for any purpose other than the Purpose;

b) disclose it to any third party;

c) copy it beyond what is strictly necessary for the Purpose;

d) use it in a manner that competes with or harms the Disclosing Party;

e) use Confidential Information, directly or indirectly, to establish, support or develop a competing sales, marketing or distribution activity.

§6 Return and Deletion

1. Upon request of the Disclosing Party or upon completion of the Purpose, the Receiving Party shall:

a) return all tangible materials containing Confidential Information; or

b) permanently delete such information.

2. The Receiving Party may retain:

a) copies required by law or internal compliance obligations;

b) automated IT backup copies, provided they remain subject to confidentiality obligations.

3. Any retained information shall remain subject to this Agreement.

§7 Ownership

1. All Confidential Information remains the exclusive property of the Disclosing Party.
2. Nothing in this Agreement shall be interpreted as granting any license or intellectual property rights.

§8 Compelled Disclosure

If disclosure is required by law, regulation, or court order:

a) the Receiving Party shall, if legally permitted, notify the Disclosing Party without undue delay;

b) disclose only the minimum required portion;

c) use reasonable efforts to ensure confidential treatment of the disclosed information.

§9 Liability and Contractual Penalty

1. The Disclosing Party may claim damages under the general principles of the Polish Civil Code, including Article 471 et seq.
2. In the event of a material and culpable breach of this Agreement, the Receiving Party shall pay a contractual penalty of PLN 25,000 (twenty-five thousand Polish zloty) for each such breach.
3. The Disclosing Party may claim damages exceeding the contractual penalty.
4. The contractual penalty may be reduced by a court pursuant to Article 484 §2 of the Polish Civil Code.

§10 Remedies

The Disclosing Party shall be entitled to seek, in particular:

a) injunctive relief preventing further breaches;

b) removal of the consequences of a breach;

c) securing of claims;

d) remedies available under the Polish Act on Combating Unfair Competition.

§11 Term

1. This Agreement enters into force on the Effective Date.
2. Confidentiality obligations shall remain in effect for as long as the relevant information constitutes a trade secret under applicable law.
3. This Agreement applies to all Confidential Information disclosed by the Disclosing Party before, on, or after the Effective Date.

§12 Electronic Acceptance (Clickwrap)

1. This Agreement is concluded upon the Receiving Party selecting the designated acceptance checkbox.
2. The Receiving Party confirms that it has had the opportunity to review, store, download and reproduce the content of this Agreement prior to acceptance.
3. System logs maintained by the Disclosing Party, including records of the date, time, IP address, user identification and version of this Agreement, may be relied upon as evidence of acceptance of this Agreement. The rules for processing personal data related to the acceptance of this Agreement, including the legal basis and the retention period, are set out in the Disclosing Party's Privacy Policy.

§13 Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland.
2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be submitted to the exclusive jurisdiction of the competent courts of Warsaw, Poland, to the extent permitted by applicable law.

§14 Final Provisions

1. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings relating thereto.
2. Any amendment or modification of this Agreement shall be made in documentary form.
3. This Agreement may be concluded electronically, including by means of an electronic signature, qualified electronic signature, or clickwrap acceptance mechanism.
4. Nothing in this Agreement shall obligate either Party to enter into any transaction, business relationship or further agreement.
5. Nothing in this Agreement authorizes the Receiving Party to process personal data except as permitted under applicable data protection laws.

§15 Severability

If any provision of this Agreement is held by a court or competent authority to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.