



MUTUAL NONDISCLOSURE AGREEMENT

Fabryka Broni Łucznik – Radom sp. z o.o. (receiving party) company registered under the law of Poland, having its offices at Grobickiego 23, 26-617 Radom, Poland, with a registration Number (KRS number): 0000031426, tax number (NIP): 948-21-82-612, duly represented by:

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hereinafter referred to as: Fabryka Broni

and

....., (hereinafter ".....").tax number:
....., registered number, represented by:

..... -

hereinafter referred to as:

Desire to explore certain business transactions and in facilitating that, it is understood and agreed that certain business and trade information, which the parties deem confidential, may be provided or disclosed by one (disclosing party) to the other (receiving party).

In consideration of the receiving party being granted access or continued access to such information, it is agreed as follows:

1. "INFORMATION" shall mean any information, technical data or know-how relating to the business, services or products of the disclosing party or a third party, including without limitation any patents, research, products, services, developments, inventions, processes, techniques, designs, components, parts, documents, drawings, electronic files, data sketches, plans, programmes, specifications, software and/or distribution, engineering, marketing, financial, merchandising, sales and salary information and/or other materials (hereinafter collectively referred to as "INFORMATION") which is disclosed by such party or on its behalf, before or after the date hereof, to the other receiving party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

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"INFORMATION" does not include information, technical data or know-how which the receiving party establishes: (i) is already published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing party; (ii) is rightfully received from a third party without and not in breach of, any obligation of confidentiality; (iii) is independently developed by personnel or agents of the receiving party without access to the INFORMATION of the other; (iv) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (v) is produced in compliance with applicable law or a court order, provided that the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party opportunity to oppose and/or attempt to limit such production.

2. The receiving party shall hold in trust and confidence, and not disclose to others by any means, any and all INFORMATION disclosed under this Agreement. INFORMATION may be used by the receiving party only for the purpose of considering or pursuing a business relationship or business transaction for and on behalf of or with the disclosing party. The receiving party may disclose INFORMATION received under this Agreement to:

1) persons within its organisation who have a need to know such information and only if such persons are bound in writing (pursuant to APPENDIX A and for example to a general employee nondisclosure agreement protecting third party confidential information as well as the employer's confidential information) to protect the confidentiality of such INFORMATION,

2) if Fabryka Broni is the receiving party – to Polska Grupa Zbrojeniowa S.A. (Fabryka Broni's mother company).

3. The receiving party further agrees it shall take the same measures, but no less than reasonable security measures, and use the same care but no less than a reasonable degree of care, to preserve and protect the secrecy of, and to avoid disclosure or unauthorised use of, the disclosing party's INFORMATION as it uses with its own information of similar importance. With respect to tangible materials constituting INFORMATION the receiving party agrees not to analyse any such materials for composition or structure.

4. Title to all property received by the receiving party from the disclosing party including all INFORMATION, shall remain at all times the sole property of the disclosing party, and this Agreement shall not be construed to grant to receiving party any licenses or similar rights to such property or INFORMATION (including all patents and other intellectual property) disclosed to the receiving party hereunder. Nothing in this Agreement shall limit or restrict the rights of the disclosing party to assert infringement or other intellectual property claims against the receiving party or to impose on either party any obligation to disclose any INFORMATION or to purchase or sell any products.

5. The receiving party shall, upon request of the disclosing party (i) return to the disclosing party all documents, drawings, equipment and other tangible materials, including all

INFORMATION and all manifestations thereof, delivered to the receiving party under this Agreement, and all copies and reproductions thereof and (ii) certify to the disclosing party that all such INFORMATION has been returned.

6. The receiving party's duties under Section 2 of this Agreement expire with respect to any particular item of INFORMATION twenty years after the date of disclosure hereunder to the receiving party.

7. The parties further agree to the following terms and conditions:

- a) Subject to point 2 subsection 2), Neither party shall without the prior written consent of the other party disclose to a third party any aspect of the commercial relationship between the parties including but not limited to, pricing, items or quantities offered or sold, payment terms, patents, production methods or schedules, delivery locations and means and suppliers. Each party agrees not to issue any press release or make any statement on the Internet, or any other public electronic network or to any analysts or reporters concerning the other party or its products or services without the other party's prior written authorisation.
- b) Receiving party shall not export or re-export any technical data or products received from the disclosure or the direct product of such technical data to any proscribed countries.
- c) Any breach by the receiving party of its obligations under this Agreement will result in irreparable injury to the disclosing party for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, the disclosing party will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief.
- d) If any provision of this Agreement is invalid or unenforceable then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
- e) No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- f) This Agreement shall be binding upon and will inure to the benefit of the parties hereto, and their respective successors and assigns.
- g) This Agreement is governed by and will be construed in accordance with Polish Law.
- h) This Agreement supersedes all prior agreements, written or oral, between the disclosing party and receiving party (or their respective predecessors) in interest relating to the subject matter of this Agreement. This Agreement may not be amended except by an agreement in writing signed by both parties.

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- i) Any disputes arising between the Parties shall be settled through mutual compromises and, if compromise cannot be reached, all disputes, arising from this Agreement or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, shall be referred for resolution to the Court of Arbitration of the International Chamber of Commerce in compliance with its Rules of Arbitration, by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Warsaw, in English. The decision of the arbitrators shall be final and binding upon the Parties and their respective successors and assigns.
- j) The involved employees of each Party shall declare the confidentiality in accordance with the terms of the contract.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____