**THIS CONFIDENTIALITY AGREEMENT** (the “**Agreement**”) is entered into by and between:

1. **BM Management s.r.o.**, a Czech limited liability company with its registered office at Pernerova 676/51, 186 00 Praha 8, the Czech Republic, Company ID No: 242 27 633, registered with the Municipal Court in Prague, File No C 190545 (the “**Provider of Confidential Information**”); and
2. [●] (the “**Receiver of Confidential Information**”).

**WHEREAS**

1. Under an advisory agreement concluded between the Company (as, together with other capitalised terms not defined above, defined in Clause 1.1 below) and the Provider of Confidential Information, the Provider of Confidential Information and its Representatives provide the Company and its Affiliates with consulting services in relation to the contemplated sale to third parties of a shareholding interest in the Company (the “**Potential Transaction**”);
2. The Provider of Confidential Information and its Representatives are authorised to provide a third party with Confidential Information only subject to such third party agreeing to enter into this undertaking, and
3. The Receiver of Confidential Information wishes to be provided with Confidential Information,

**THE PARTIES HAVE AGREED AS FOLLOWS:**

1. Definitions and Interpretation

In addition to the capitalised terms defined above, in this Agreement the following terms shall have the following meanings:

“**Affiliate**”means, in relation to a person, any other person that Controls, is Controlled by, or is under common Control of such person.

“**Civil Code**”means Czech Act No. 89/2012 Coll., the Civil Code, as amended.

“**Company**”means **NORTH-LINE a.s.**, a Czech joint stock company with its registered office at Pernerova 676/51, Karlín, 186 00 Praha 8, Czech Republic, Company ID No: 28218035 registered with the Municipal Court in Prague, File No B 13576.

“**Confidential Information**”means all information relating to this Agreement, the Potential Transaction, the Company and its Affiliates of which the Receiver of Confidential Information becomes aware in its capacity as, or for the purpose of becoming, a party to this Agreement or which is received by the Receiver of Confidential Information in relation to, or for the Permitted Purpose from any the Provider of Confidential Information, its Affiliates, Representatives or any of its or their advisers in whatever form, and includes information given in writing, orally or by way of observation in the premises of the Company or its Affiliates and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information (such as analyses, plans, reports, compilations, excerpts, studies and other similar documents).

“**Control**”, “**Controlling**” or “**Controlled**” means, in relation to any person, the possession, directly or indirectly, of the power to direct or cause the direction (whether by a person individually or jointly by several persons acting in concert) of the management and policies of such person, whether through ownership of voting rights, participation interests or partnership interests (or their equivalent), by contract or otherwise.

“**Party**” means the Provider of Confidential Information or the Receiver of Confidential Information or, in plural, both of them.

“**Permitted Purpose**” means the analysis of the Confidential Information for the purpose of evaluating the Company and its assets and negotiating and participating in the Potential Transaction.

“**Representatives**”means, in relation to a person, its Affiliates, directors, officers, employees and professional advisers auditors, attorneys with respect to the Provider of Confidential Information, the definition shall include the Company and its directors, officers, employees, and advisers and Savills.

“**Savills**” means **Savills CZ s.r.o.**, a Czech limited liability company with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Praha 1, Czech Republic, Company ID No: 05561281, registered with the Municipal Court in Prague, File No C 265898.

1. Confidentiality Undertakings

The Receiver of Confidential Information recognizes and acknowledges that the Confidential Information is proprietary information of, or regarding, the Company, its Affiliates and/or its business.

In consideration of the Confidential Information being made available to it, the Receiver of Confidential Information undertakes to the Provider of Confidential Information that:

* + 1. the Receiver of Confidential Information shall not (directly or indirectly) in any manner at any time disclose, reveal or permit access to the Confidential Information, in whole or in part, to any person other than, subject to Clause 2.3, to its Representatives who need to know the Confidential Information for or in relation to the Permitted Purpose;
    2. the Receiver of Confidential Information shall treat and safeguard as private and confidential all Confidential Information at least to the same level as it treats and safeguards its own confidential information;
    3. the Receiver of Confidential Information shall not use any of the Confidential Information for any purposes other than the Permitted Purpose.

The Receiver of Confidential Information shall procure (within the meaning of Section 1769, second sentence, of the Civil Code) that each person to which the Receiver of Confidential Information makes the Confidential Information available in accordance with Clause 2.2(a):

* + 1. is informed in writing of confidential nature of Confidential Information;
    2. undertakes to comply with the terms of this Agreement (or a similar agreement of terms no less stringent than the terms hereof) as receiver of confidential information (unless such recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to Confidential Information).

The Receiver of Confidential Information shall inform the Provider of Confidential Information immediately if it becomes aware that any Confidential Information has been disclosed to or obtained by an unauthorised third party and shall fully co-operate with the Provider of Confidential Information and its Representatives to help the Provider of Confidential Information to regain for itself possession of such Confidential Information and to prevent further use or disclosure of the Confidential Information by an unauthorised third party.

Without prejudice to any other term of this Agreement, if the Provider of Confidential Information or its Representative so requests in writing at any time, or if the Receiver of Confidential Information decides not to participate in the Potential Transaction, in any case after the lapse of a period of 24 (twenty-four) months from the date of this Agreement (unless the Receiver of Confidential Information will be a party to the final agreement on the sale of the shares in the Company), the Receiver of Confidential Information shall promptly either (subject to the Receiver of Confidential Information’s sole discretion)

* + 1. return to the Provider of Confidential Information, or
    2. destroy,

all documents containing Confidential Information together with all copies, analyses, memoranda or other notes containing or reflecting any of the Confidential Information made by the Receiver of Confidential Information unless otherwise required by law or other professional conduct or internal record maintenance rules (provided that all such information maintained and not returned or destroyed shall remain subject to the confidentiality obligations set forth herein). In addition, the Receiver of Confidential Information shall (so far as practicable) erase all Confidential Information from any computer, word processor or other device containing Confidential Information in possession, custody or control of the Receiver of Confidential Information.

Without prejudice to anything in this Agreement, the Receiver of Confidential Information agrees that it will not at any time without prior written consent by the Provider of Confidential Information approach or enter into any discussions or agreements with, or disclose any Confidential Information to, another potential investor, co-investor or purchaser of any voting securities, participation interests or partnership interests (or their equivalent) in the Company in relation to the Potential Transaction.

Notwithstanding anything to the contrary, the Receiver of Confidential Information agrees that it shall be liable in full for any breach of the terms of this Agreement by any of its Representatives as if it were the Receiver of Confidential Information who had breached such terms.

1. Exceptions

The confidentiality undertakings set out in this Agreement do not apply to:

* + 1. the Confidential Information which now is in, or later comes into, the public domain otherwise than by reason of a breach of this Agreement; and
    2. the Confidential Information in respect of which the Receiver of Confidential Information demonstrates to the Provider of Confidential Information that such Confidential Information was in its possession prior to its being furnished to it by or on behalf of the Provider of Confidential Information, provided that the source of such Confidential Information was not, to the best knowledge of the Receiver of Confidential Information, bound by or subject to a confidentiality agreement with the Provider of Confidential Information or any of its Affiliates, or by fiduciary or other similar duties of confidentiality; and
    3. the Confidential Information which the Receiver of Confidential Information is required to disclose by an applicable law or regulation, or the rules of any recognised investment exchange or regulatory authority or a court of competent jurisdiction; provided that if the Receiver of Confidential Information becomes (or it is reasonably likely that it will become) legally bound to disclose any such Confidential Information, it shall promptly (in so far as permitted by law) give the Provider of Confidential Information a written notice to allow the Provider of Confidential Information seek an appropriate remedy to prevent such disclosure (and the Receiver of Confidential Information shall not act to hinder such pursuit by the Provider of Confidential Information).

1. NON-ENTICEMENT COVENANT

Until the earlier of (i) the date of the execution of the final agreement on the sale of shares in the Company by the Receiver of Confidential Information, or (ii) the lapse of a period of 24 (twenty-four) months from the date of this Agreement, the Receiver of Confidential Information will not, either directly or indirectly:

* + 1. offer to employ or to aid or assist in or procure the employment, or solicit or endeavour to entice away from their appointment or employment any director or employee of the Company or its Affiliates if the relevant person is either:
       1. a person who holds a management office or otherwise has access to trade secrets or other secret or confidential information of the Company or any of its Affiliates; or
       2. a person who participates in or otherwise becomes known to the Receiver of Confidential Information as a result of the discussions contemplated by this Agreement and the Potential Transaction,

(whether or not such person would commit any breach of his contract of employment by leaving such position), or

* + 1. make an active approach of any kind to any person whom the Receiver of Confidential Information knows has a business relationship of any kind with the Company or its Affiliates with a view to any such person ceasing, restricting or varying their relationship with the Company or its Affiliates, respectively.

For the avoidance of any doubt, nothing in this Clause 4 shall prevent the Receiver of Confidential Information from placing any advertisement where such advertisement is not specifically aimed at any particular employee or employees or from employing any person who responds to any such advertisement.

1. Indemnity

The Receiver of Confidential Information undertakes to indemnify and hold the Company and its Affiliates harmless against all actions, claims, liabilities, damages, costs, charges and expenses which the Company or any such Affiliate may suffer or incur in connection with or arising from any breach of this Agreement by the Receiver of Confidential Information (regardless of whether such breach is directly or by matter of implication caused by the Receiver of Confidential Information (through its Affiliates, Representatives or other third parties to whom Confidential Information have been disclosed).

1. Liability of the provider of confidential information

The Receiver of Confidential Information acknowledges that the Provider of Confidential Information is not making and has not made (or authorised any other person to make), and that none of its Representatives has made or is authorised to make, any representation or warranty, express or implied, as to the accuracy or the completeness of any Confidential Information, nor as to the financial or any other condition of the Company.

Neither the Provider of Confidential Information nor any of its Representatives shall have any liability to the Receiver of Confidential Information resulting from the use of any Confidential Information except as the Provider of Confidential Information may subsequently undertake in any written agreement entered into in connection with the Potential Transaction. Neither the Provider of Confidential Information nor its Representatives shall be under any obligation to update, or correct any inaccuracies, errors or misstatements in, any Confidential Information.

1. COMMUNICATION

All communications regarding the Confidential Information or the Potential Transaction shall only be addressed or directed to the Provider of Confidential Information or its Representatives. The Receiver of Confidential Information will not engage, either directly orthroughits Representatives, in any contact of any kind with any of the staff, employees, customers or suppliers of the Company or with any governmental body or other public authority in connection with the Potential Transaction, in each case, without prior written consent by the Provider of Confidential Information.

1. access to information not constituting offer

The Receiver of Confidential Information agrees and acknowledges that documents and other data, whether containing Confidential Information or otherwise, made available to it in the course of, or for the Permitted Purpose do not and will not constitute an offer or invitation or recommendation by the Provider of Confidential Information or on its behalf, nor will they (or the Confidential Information contained in them) form the basis of any contract.

1. Direct right

The Company and other persons entitled to the benefit of this Agreement shall have the direct right in the meaning of Section 1767 (2) of the Civil Code towards the Receiver of Confidential Information for any remedy, compensation and other performances under this Agreement.

1. rEPRESENTATION ON INDEPENDENT ACTING

The Receiver of Confidential Information confirms that it is acting in this matter only on its own behalf as principal and not as nominee, agent, trustee or broker for or acting in concert with any other person.

1. TERM

The obligations of the Receiver of Confidential Information under this Agreement shall continue until the earlier of (i) the date of the execution of the final agreement on the sale of shares in the Company by the Receiver of Confidential Information or (ii) the lapse of a period of 24 (twenty-four) months from the date of this Agreement, For the avoidance of doubt, the obligations of the Receiver of Confidential Information under this Agreement shall survive the termination of any discussions or negotiations between the Parties regarding the Potential Transaction.

1. Change of Obligations

Any changes to the obligations hereunder must be in writing and must be signed by both Parties. Any waiver of a right or claim hereunder must be in writing and must be signed by the waiving Party (or, where explicitly required, both Parties).

Neither Party may assign its rights or claims against the other Party without the other Party’s prior written consent. Any purported assignment in breach of this requirement shall be void.

1. Governing Law, Dispute Resolution

This Agreement and the non-contractual relationship between the Partiesand between the Receiver of Confidential Information and the Company and other persons entitled to the benefit of this Agreement, shall be governed by and construed in accordance with the laws of Czech Republic.

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be settled by mutual consent, but in the event that such consent cannot be achieved within a reasonable period, the dispute shall be finally settled by the Czech courts.

1. Exclusion or Adjustment of Certain Statutory Provisions

The Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 558(2), i.e. taking into consideration business convention in legal transactions between the Parties, Section 602 i.e. limiting performance to standard daily times, Section 1740(3), i.e. deeming an agreement to have been entered into even if the expressions of the Parties’ intentions do not fully match, Section 1757(2), i.e. entering into an agreement via a confirmation by one of the Parties showing deviations from the actually agreed contents of the agreement, and Section 1799 and Section 1800 on clauses within and outside an agreement.

For the purposes of this Agreement, each Party assumes the risk of a change in circumstances. The provisions of Section 1765 to Section 1766 and Section 1788 (2) of the Civil Code shall accordingly not apply to this Agreement.

1. Equal Parties

Each Party declares that it has negotiated (with the assistance of its professional advisers) and entered into this Agreement without:

* + 1. feeling, given its business position, dependent on, or disadvantaged as compared with, the other Party;
    2. acting under duress;
    3. lacking, when negotiating this Agreement, the professional knowledge necessary to negotiate this Agreement; or
    4. having acted outside the scope of its business,

and therefore the Parties agree that Section 433 of the Civil Code, as well as any other provisions of the Civil Code whose aim is to protect disadvantaged contractual parties, shall not apply to this Agreement.

1. Severability

The invalidity, ineffectiveness, non-existent nature or unenforceability of any provision of this Agreement shall not affect the validity, effectiveness or enforceability of the other provisions hereof. The Parties shall take all steps in good faith to replace the defective provision with one which is valid, effective and enforceable and the purpose of which most closely corresponds with the original purpose of such provision and the aims hereunder.

1. Entire Agreement

This Agreement represents the entire Agreement between the Parties in relation to the subject matter hereof and supersedes all prior Agreements and understandings between the Parties, whether oral or written, regarding the subject matter hereof.

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| In ……………………… on ……………….. | In [●] on [●] |
|  |  |
| **BM Management s.r.o.** | **[●]** |
|  |  |
|  |  |
| Signature: | Signature: |
| Name: **David Paul** | Name: **[●]** |
| Title: Authorized representative | Title: [●] |