CONFIDENTIALITY AGREEMENT

entered into on ……………………………. between:

The Receiver of KLM-energia sp. z o.o., with its registered office in Smykówko, address: Smykówko 28, 14-100 Ostróda, KRS 0000280917, NIP 7412040567, REGON: 28020908800000, share capital in the amount of 140,000.00 PLN, fully paid up,
hereinafter referred to as **the "Manager"**

and

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hereinafter referred to as **the "Recipient of Confidential Information"**
and collectively referred to as the "Parties"

PREAMBLE

Whereas:

1. The District Court in Elbląg, 5th Commercial Division, Bankruptcy , and Restructuring Section, by its decision of June 17, 2025, opened rehabilitation proceedings against KLM-Energia Spółka z ograniczoną odpowiedzialnością, with its registered office at in Smykówko, address: Smykówko 28, 14-100 Smykówko, KRS 0000280917, Tax Identification Number (NIP) 7412040567 (hereinafter referred to as **the "Debtor"**), and appointed Edyta Wróblewska, a qualified restructuring advisor (restructuring advisor license number 1759), to serve as the Administrator in these proceedings,
2. The Administrator is conducting activities aimed at selling an organized part of the Debtor's enterprise, which requires providing the Recipient with Confidential Information—including operational, financial, and legal data necessary to assess the value and risks of the planned transaction;
3. The information disclosed constitutes a trade secret of the Debtor within the meaning of the Act on Combating Unfair Competition, and its uncontrolled disclosure could jeopardize the chances of success for the Debtor's continued business operations and the restructuring proceedings, and could harm the interests of the creditors,
4. The Recipient of Confidential Information has expressed interest in acquiring an organized part of the Debtor's enterprise and acknowledges that the information received will be used solely to assess the merits of the transaction,
5. In order to safeguard mutual interests, in particular to protect the value of the Debtor's enterprise, the Parties express their intention to establish binding terms and conditions for the use of Confidential Information.

§1. DEFINITIONS

Whenever the Parties use the terms listed below in this Agreement, they shall have the meanings set forth in this glossary:

1. **Confidential Information** – all information, data, and materials concerning the Debtor and its business operations disclosed to the Recipient of Confidential Information in connection with ongoing discussions regarding the acquisition of an organized part of the Debtor's enterprise received after the date of execution of this Agreement, including technical, commercial, financial, operational, or legal in nature, and in particular information regarding current and future products, services, business plans, marketing strategies (both current and future), research and development, as well as proprietary information from third parties provided to the Administrator. Such information shall be treated as confidential regardless of the form in which it is provided and regardless of whether it is marked "confidential," provided that, due to its nature or the circumstances of its disclosure, it should be considered as such. In case of doubt, the list of Confidential Information shall be interpreted broadly, taking into account the interests of the Parties to this Agreement.
2. The following information or data shall not be considered Confidential Information:

   a. that is publicly available in any manner without a breach of this Agreement or applicable law,
   b. that is disclosed by either Party after obtaining the prior written consent of the other Party,
   c. which the Parties are required to disclose pursuant to mandatory provisions of law; in such a situation, however, the Parties are obligated to notify each other immediately,
   d. which was already lawfully in the possession of the Recipient of Confidential Information, or which the Recipient of Confidential Information will subsequently lawfully obtain from a third party who, to the best of the Recipient's knowledge, is not subject to any confidentiality obligation

3. **Representatives—**employees, members of governing bodies, legal advisors (including legal counsel, attorneys, and lawyers), and financial and tax advisors—of the Recipient of Confidential Information or its affiliates involved in the sale of an organized part of the Debtor's enterprise, a list of whom shall be provided to the Administrator together with this signed Agreement.
4. **Ongoing Discussions** – the negotiation process conducted by the Parties, as well as any analyses and due diligence reviews, in particular regarding the legal, economic, and factual situation, aimed at the potential acquisition of an organized part of the Debtor's enterprise in the course of the Debtor's reorganization proceedings.
5. **Organized Part of the Business** – a set of tangible and intangible assets included in the sale referred to in the Rules of Procedure for Private Sales.

§2. OBLIGATIONS OF THE RECIPIENT OF CONFIDENTIAL INFORMATION

1. The Recipient of Confidential Information undertakes to keep all Confidential Information strictly confidential, not to disclose it to third parties, except for its Representatives, and to protect such information against loss, theft, or unauthorized access with the utmost professional care.
2. The Recipient of Confidential Information may disclose Confidential Information to its Representatives only to the extent necessary to conduct the Ongoing Discussions, provided that such persons have been informed of the confidential nature of the information and are bound by a confidentiality obligation.
3. The Recipient of Confidential Information undertakes to use the Confidential Information solely for the purpose of conducting a thorough analysis necessary to make a business decision regarding a potential transaction to acquire an organized part of the Debtor's enterprise within the framework of the Ongoing Discussions. The use of Confidential Information for any other purpose is prohibited.
4. The Recipient of Confidential Information agrees not to reproduce or copy the Confidential Information to a greater extent than is necessary for the purposes of the Ongoing Discussions. All copies remain the property of the Debtor.
5. Upon the Administrator's request, made after the conclusion of the Ongoing Discussions, the Recipient of Confidential Information shall immediately return or destroy all materials containing Confidential Information and confirm this fact with a written statement.
6. The Recipient of Confidential Information undertakes to immediately—no later than within 24 hours—notify the Administrator of any instance of actual or suspected unauthorized disclosure of Confidential Information and to take all necessary measures to minimize the consequences of such a breach.
7. The Recipient of Confidential Information confirms that it is aware of the specific nature of the reorganization proceedings and acknowledges that the Confidential Information originates largely from third parties, including the debtor's authorities. Accordingly, the Recipient of Confidential Information shall verify such information independently and on its own. The Administrator shall not be liable for the accuracy, completeness, or consequences of using the provided data in the investment decision-making process.

§3. LIABILITY

1. The Recipient of Confidential Information bears full liability for any disclosure, transfer, or use of Confidential Information in a manner inconsistent with this Agreement, as well as for any situation in which, as a result of the Recipient's lack of due diligence, omission, or negligence, unauthorized third parties have obtained Confidential Information.
2. The Recipient of Confidential Information shall be liable for the acts or omissions of its Representatives and of any persons to whom it has disclosed Confidential Information, including advisors and affiliates, as if such acts or omissions were its own.

3. In the event that the Recipient of Confidential Information or its Representatives breaches the obligations arising from this Agreement, it shall pay the Debtor a contractual penalty in the amount of 200,000 PLN (in words: two hundred thousand Polish zlotys) for each instance of breach.
4. Payment of the contractual penalty does not preclude the Debtor's right to seek damages in excess of the amount of the contractual penalty under general principles.

§4. TERM AND TERMINATION

1. This Agreement shall enter into force on the date of its signing by both Parties.
2. The Agreement is entered into for the duration of the Negotiations.
3. Either Party may terminate the Agreement by providing 7 days' notice.
4. Regardless of whether this Agreement is terminated, the Recipient of Confidential Information agrees to maintain the confidentiality of all Confidential Information for a period of 5 years from the date of completion of the Ongoing Discussions. In the case of Confidential Information constituting a trade secret within the meaning of Article 11(2) of the Act on Combating Unfair Competition, the confidentiality obligation does not expire upon the expiration of the specified period. In such a case, protection continues for as long as the information in question retains economic value and has not been disclosed to the public.

§5. FINAL PROVISIONS

1. Any amendments or supplements to this Agreement must be made in writing under penalty of nullity.
2. If one or more provisions of this Agreement are or become unlawful, invalid, or otherwise unenforceable, this shall not affect the remainder of the Agreement. The Parties are obligated to replace such provision with a valid and enforceable provision that reflects, to the greatest extent possible, the Parties' intentions regarding the protection of Confidential Information.
3. The Parties shall submit any disputes arising out of or in connection with this Agreement to the jurisdiction of the common court having jurisdiction over the Debtor's registered office.
4. The terms of this Agreement shall be governed exclusively by the laws of Poland and shall be interpreted in accordance therewith in all respects, and the Parties hereby agree to submit to the exclusive jurisdiction of the Polish courts with respect to any disputes arising out of or in connection with this Agreement.
5. This Agreement constitutes the entire agreement between the Parties regarding confidentiality in connection with the Ongoing Discussions.
6. This Agreement has been executed in two identical copies, one for each Party.
7. This Agreement has been drawn up in Polish and English. In the event of any discrepancy between the versions, the Polish version shall prevail.

8. The Parties shall submit any disputes arising out of or in connection with this Agreement to the jurisdiction of the common court having local jurisdiction over the registered office of KLM-energia sp. z o.o., located in Smykówek.
9. The following constitute an integral part of this Agreement:
   a. The Rules of Procedure for Private Sales,
   b. The current inventory list referred to in § 1, item 1 of the Rules of Procedure for Private Sales
10. The Parties agree that communication regarding the performance of this Agreement shall take place electronically or by telephone:

    a. Administrator:e.wroblewska@kancelariawroblewska.pl , tel. 665 998 997, address for service:
    Ms. Marina Pasternak:administracja@klm-e.pl , tel. 723 237 654
    Mr. Marcin Pasternak:sales@klm-e.pl , tel. 503 774 887

    b. Recipient of Confidential Information: email, __________________ phone, address for service ___________________
    Representative of the Recipient of Confidential Information:

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Manager *Recipient of Confidential Information*