



ZAKŁAD ELEKTRONICZNY Sp. z o.o.

Zakład Elektroniczny Omega Sp. z o. o.  
32-084 Morawica  
Morawica 375

tel. +48 12 390 66 00  
e-mail: [omega@zeomega.pl](mailto:omega@zeomega.pl)  
[www.zeomega.pl](http://www.zeomega.pl)

D0500-02  
Wydanie 3  
19.08.2019

## CONFIDENTIALITY AGREEMENT

Between

.....  
(hereinafter referred to as the "Receiver")

And

Zakład Elektroniczny Omega Sp. z o.o.  
32-084 Morawica  
Morawica 375  
(hereinafter referred to as the "Discloser")

On ..... the Parties agree to the following:

### 1. DEFINITION

Due to the start of cooperation between the above mentioned Parties, Zakład Elektroniczny Omega Sp. z o.o. intends to disclose confidential information to the Receiver, which constitute business secret of Zakład Elektroniczny Omega Sp. z o.o.

Confidential information, for the purpose of the following agreement, is understood by the Parties as all information provided in any possible form, that regard, in particular, management, organisation, structure, all economic relations, finances, prices, margin, amounts, personnel, customers, products, services, business plans, trade secrets, "know-how", contracts, names of counterparties, projects, formulas, samples, processes, equipment and information regarding processing and control of goods parameters and services, manuals, list of suppliers, information and court, process, administrative and official documentation, information regarding proceedings, disputes, court, administrative and official settlements, passwords, codes in regards to which the Discloser reserves confidentiality in any form, regardless of their primary source, including customers and the suppliers of the Discloser.

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NIP (tax identification number): PL 679-002-90-81  
REGON: 003925744  
KRS0000145175  
BDO 000030276  
Raiffeisen Bank Account PLN  
Raiffeisen Bank Account EUR  
Raiffeisen Bank Account USD

District Court for Kraków Śródmieście in Kraków,  
12<sup>th</sup> Commercial Division  
Share capital: PLN 196 500.00  
SWIFT RCBWPLPW  
PL 25 1750 1048 0000 0000 2353 5327  
PL 46 1750 1048 0000 0000 2368 8597  
PL 56 1750 1048 0000 0000 2368 8611



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## 2. RESTRICTION OF DISCLOSURE

The Receiver declares, that they:

- a. Shall not disclose confidential information to any third party, verbally or in a written form or any other way, unless:
  - i. That party demonstrates by means of a document, within 7 calendar days from receiving the confidential information, that they were in possession of such information before they were disclosed by the Discloser and that such information was not covered by the confidentiality clause,
  - ii. Confidential information is or became a part of public knowledge without any fault of the Receiver, its representatives or employees,
  - iii. Confidential information is available from a third party and are not covered by a confidentiality clause;
- b. Confidential information will be used only for the purposes resulting from the business relationship of the Parties and must be handled by the Receiver in the same manner like its own confidential information. The party receiving confidential information may only disclose it to employees who, due to their duties, must obtain such information.
- c. If the Receiver, due to the nature of business relationship with third parties not being parties to this agreement, must disclose confidential information to such parties, the Receiver is obligated to enter into a confidentiality agreement with such parties under identical or similar provisions to those presented in this agreement. It is strictly forbidden to disclose any information regarding the Disclosing Party to any third party.
- d. In case of a suspicion that any confidential information was obtained by an unauthorised party, the Receiver shall immediately inform the Discloser about such fact and take all actions to prevent further use or disclosure of such information.



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### 3. RESTRICTION OF USE

In order to ensure the confidentiality and the security of confidential information that were disclosed by the Discloser, the Receiver undertakes to:

- a. Store all confidential information separately from any other information regarding the Discloser;
- b. Not to use, copy, modify and store any confidential information on external computer equipment, databases, digital systems and undertakes not to transfer such information in any form outside the dedicated place of its storage;
- c. Grant access to the confidential information only to employees which have a justified need for their use, informing each of those employees about the confidential nature of that information and the obligations of the Receiver in relation to that information;
- d. Use copies of the confidential information only under reservation, that such information is strictly necessary for the purpose for which it was disclosed by the Discloser.

### 4. TERMS AND CONDITIONS OF THE AGREEMENT

The obligation to maintain the confidentiality of the confidential information shall not be limited by time, unless otherwise agreed by the Parties in writing, and shall remain in force regardless of the nature of the legal relationship between the Parties and regardless of the validity period of such legal relationship and its form. The effective date is the date in which this agreement is signed.

### 5. RESERVATION OF RIGHTS

The disclosure of confidential information shall not be understood as granting a license in regards to any patent, patent application, utility models and other rights regarding industrial and intellectual property (copyright and related rights).



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## 6. FINAL PROVISIONS

- a. Any changes to this agreement shall be made in writing under pain of being declared null and void.
- b. Should any of those provisions or terms be null and void, the remaining provisions and the agreement shall remain in force.
- c. The following Agreement is governed and shall be construed in accordance with the law of the Republic of Poland. The court competent for adjudication of disputes arising between the Parties shall be a competent court in Kraków.
- d. The following Agreement shall enter into force on the date when both parties will have signed it.
- e. The following agreement .has been drawn up in two identical copies, one for the Receiver and the Discloser

The following agreement is signed by an authorised representatives of both Parties:

**Company Name:**

Name and Surname:

Position:

Date:

Signature:

.....

**Zakład Elektroniczny Omega Sp. z o.o.**

Name and Surname:

Position:

Date:

Signature:

.....