



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

tel. +48 12 390 66 00
e-mail: omega@zeomega.pl
www.zeomega.pl

ZAKŁAD ELEKTRONICZNY Sp. z o.o.

NON-DISCLOSURE AGREEMENT

concluded on _____ by and between:

Zakład Elektroniczny Omega Sp. z o. o.

32-084 Morawica, Morawica 375

entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Krakow, 12th Commercial Division, Share capital in the amount of PLN 196,500.00

KRS No.: 0000145175

Polish Tax Identification Number: [NIP PL] 679-002-90-81

Business Registry Number [REGON]: 003925744

(hereinafter referred to as the Disclosing Party or Zakład Elektroniczny Omega sp. z o.o.)

and

Company name: _____

Registered office address:

_____ entered into the Register of Entrepreneurs of the National Court Register kept by

share capital in the amount of _____

KRS No.: _____

Polish Tax Identification Number: _____

Business Registry Number [REGON]: _____

(hereinafter referred to as the Receiving Party)

The Parties hereby have agreed as follows:



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§1. DEFINITION

In consideration of the establishment of a business relationship between the aforementioned parties, Zakład Elektroniczny Omega Sp. z o. o. intends to provide the Receiving Party with relevant Confidential Information, which constitutes a business secret of the Disclosing Party.

For the purposes of this Agreement, Confidential Information shall be understood by the Parties to mean all documents, e-mails, as well as information communicated in any other form, of a commercial, organisational, technological, legal and financial nature, including but not limited to technical data, technological data, design documentation, management, organisation, structure, all economic relationships, finances, prices, margins, amounts, personnel, clients, products, services, business plans, trade secrets, "know-how", contracts, names of contractors, design, formulas, samples, processes, equipment, processing and control information, product and service parameters, user manuals, supplier lists, marketing data, computer equipment (software/hardware) or patents, judicial, procedural, administrative, official information and documents, information on court, administrative and official proceedings, disputes and settlements, passwords, codes, irrespective of their initial origin, including clients and suppliers of the Disclosing Party.

Confidential Information may only be used and disseminated in a limited manner in accordance with the provisions listed below.

§2. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party represents that:

- a. it shall not disclose the Confidential Information to any third party either orally, in writing, by display or otherwise, including its employees, representatives or associates not involved in the cooperation with the Disclosing Party, unless:
 - i. the Receiving Party demonstrates, by means of a document, within 7 calendar days of the receipt of the Confidential Information, that it was already in possession of such information prior to the receipt of such information from the Disclosing Party and that such information was not classified as confidential,



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- ii. the Receiving Party demonstrates that the Confidential Information is or has become known to the public through no fault of the Receiving Party, its representatives or employees,

- b. The Confidential Information shall only be used for purposes arising from the parties' cooperation. The Receiving Party may only share the Confidential Information with those employees, associates or advisers who are directly involved in the cooperation with the Disclosing Party and by virtue of their duties need to be familiar with it and have signed a statement of confidentiality regarding the Confidential Information provided by the Disclosing Party (hereinafter referred to as the Statement).

- c. If the Receiving Party, due to the nature of its cooperation with third parties that are not parties to this Agreement, is compelled to disclose Confidential Information to such third parties, the Receiving Party shall inform the Disclosing Party of this fact and, after obtaining the Disclosing Party's consent in writing, shall enter into a confidentiality agreement with such third parties on identical terms as this Agreement

- d. In the event that any Confidential Information is suspected of having been disclosed, the Receiving Party shall immediately inform the Disclosing Party of the aforementioned fact, while at the same time taking all possible measures to prevent further use and disclosure of the same.

- e. The Receiving Party undertakes to allow the Confidential Information to be accessed only by those of its employees who are directly involved in the cooperation with the Disclosing Party. The Receiving Party shall inform such persons about the confidential nature of this information and collect a written Statement from them.

- f. Confidential Information shall be the exclusive property of the Disclosing Party. The disclosure of the Confidential Information shall not be construed as granting a licence under any patent, patent application, utility models and any other rights relating to industrial and intellectual property (copyright and related rights).

- g. The Receiving Party may only transfer Confidential Information, if such transfer is required by applicable law.



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§3. RESTRICTIONS IN USE

In order to ensure the confidentiality and security of the Confidential Information provided by the Disclosing Party, the Receiving Party undertakes to:

- a. keep all Confidential Information separate, i.e. in separate binders, computer folders or portfolios, from all other information and records;
- b. not use, copy, convert or store any Confidential Information on external computers, in external databases or electronic systems unless necessary for the purpose and scope of the cooperation between the Parties, and also undertakes to not transfer the Confidential Information in any form or manner outside of its dedicated location;
- c. use anti-virus software and other relevant protections (e.g. password protection) on computers where Confidential Information is kept;
- d. allow the Confidential Information to be accessed only by those employees, associates, advisers who have a legitimate need to use it, informing each of these entities of the confidential nature of the information and the Receiving Party's obligations in this regard, and receiving a written Statement from them;
- e. not make copies of the Confidential Information unless it is strictly required for the purposes for which the Disclosing Party has provided it.

§4. TERM OF THE AGREEMENT

This Agreement has been entered into for a period of 15 years from the date of the last signature of the Parties, unless terminated earlier by either Party by giving the other Party a 30-day written notice of termination, or shall be extended with the written consent of both Parties.



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§5. FINAL PROVISIONS

- a. Any amendments to this Agreement may only be made in writing under pain of being null and void.
- b. The invalidity of any terms or provisions of this Agreement shall not affect the validity of the remaining terms and provisions of this Agreement or the validity of the Agreement itself.
- c. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland. In the event of any disputes arising between the Parties, the competent court having jurisdiction over the Parties shall be the Court in Krakow.
- d. This Agreement has been drawn up in two identical copies, one for the Receiving Party and one for the Disclosing Party.

This Agreement has been executed by authorised representatives of both Parties:

Receiving Party:

Disclosing Party:

Zakład Elektroniczny Omega Sp. z o. o.

Name and surname:
Position:
Date:
Signature:

Name and surname:
Position:
Date:
Signature:

.....

*The document is the property of Zakład Elektroniczny Omega Sp. z o. o.
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