**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the **Agreement**) is dated [...] and is concluded between:

1. **[...]**, legal entity’s code [...], registered office at [...], represented by [...], acting in accordance with [...] (the **Disclosing Party**), and
2. **[...]**, legal entity’s code, registered office at [...], represented by [...], acting in accordance with [...] / *IF A PARTY IS A NATURAL PERSON*: **[...]**, personal code [...] address [...] (the **Recipient**),

theDisclosing Party and the Recipient are collectively referred to as the “**Parties**” and individually as the “**Party**”.

**RECITALS:**

1. On [date] the Disclosing Party and the Recipient concluded [identification of the agreement] under which the Disclosing Party [description of the commercial relationship];
2. In connection with the [purpose of cooperation between the Parties] it is necessary for the Recipient to familiarise itself with the Confidential Information of the Disclosing Party (the **Permitted Purpose**);
3. To have the Permitted Purpose attained the Disclosing Party intends to provide the Recipient with Confidential Information and for protection of disclosed Confidential Information, the Disclosing Party wish to set out the terms and conditions for the use and maintenance of the Confidential Information provided to the Recipient.

**TERMS AGREED:**

1. INTERPRETATION
   1. The definitions and rules of interpretation provided in this Section apply to this Agreement:

**Agreement** – means this Non-Disclosure Agreement, including its Preamble and all of the properly executed schedules, amendments, and supplementary agreements to this Agreement;

**Confidential Information** – means:

1. all commercial, legal, technical, financial, administrative and other information relating to the Disclosing Party and/or any of its Related Persons, including, but not limited to information on wages, income, expenditure, ongoing projects and the scale thereof, clients, suppliers, partners, business opportunities, sale and purchase terms and conditions, agreements, sale prices, service fees, management reports, management principles, turnover, profit, operational policy, technologies used, marketing, business development plan, *know-how*, IP Rights, passwords and security codes as well as other security measures, accounting data, banking transactions, international payments, revenue in bank account or in cash, loans, interest, intention to participate in tenders and auctions, new concepts, technical samples, trademarks, knowledge on sufficiency of software, source codes, commercial intents of any kind, and contact information both with present and potential clients and partners, made available by the Disclosing Party, any of its Related Person or Representative to the Recipient, any of its Related Persons or Representatives, made available before or after execution of this Agreement regardless of the form and way of disclosure of such information;
2. documents, notes, extracts, analyses, materials and information generated or prepared from the aforementioned information;
3. any information that the Disclosing Party, its Related Persons and Representative receive from its clients and partners upon carrying out its business;
4. any information, at the disposal of the Disclosing Party, where the disclosure of such may entail negative consequences to the Disclosing Party’s, its Related Persons’, Representatives’, clients’, partners’ or suppliers’ activities or reputation;
5. any other information of actual or potential commercial value due to being unknown to third Persons;
6. the fact and terms of this Agreement and the fact that any information referred to in paragraphs (i) or (v) of this definition was made available to the Recipient, that this Agreement was entered into or that discussions or negotiations related to [the purpose of the agreement indicated in the Recital A of the Preamble of the Agreement];
7. [without limiting the aforesaid, the following is definitely considered Confidential Information:]

**Disclosing Party** – has the meaning given to it in the introductory sentence of the Agreement;

**IP Rights** – any patents, inventions, utility models, registered and unregistered design rights, know-how, copyrights, processes, formulae, notations, improvements, goodwill, reputation, get-up, logos, devices, charts, plans, models, rights of extraction relating to databases, rights relating to software, marks, trademarks, trading name, domain names and all other similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights, application to register and rights to apply for such registrations;

**Representative** – means:

Recipient’s or its Related Person’s any employee, director, officer, advisor, agent, fiduciary and all professional advisors and consultants;

* + - 1. any employee, director, officer, agent, fiduciary, and all professional advisors and consultants of the Disclosing Party or its Related Person, who has transferred the Confidential Information to the Recipient;

**Laws** – means any provision of any laws, regulations, international agreements or any other legal act applicable to this Agreement or any Party to this Agreement, in any jurisdiction adopted at the national, municipal and international level;

**Permitted Purpose** – has the meaning given to it in the Recital B of the Preamble of the Agreement;

**Person** – means any natural or legal person of any legal form, any other entity without having the status of legal person;

**Recipient** – has the meaning given to it in the introductory sentence of the Agreement;

**Related Person** – means:

1. in relation to the Recipient, any entity which directly or indirectly controls, is controlled by, or is under common control with the Recipient, or direct or indirect shareholder thereof (if any);
2. in relation to the Disclosing Party, any entity which directly or indirectly controls, is controlled by, or is under common control with the Disclosing Party, or direct or indirect shareholder thereof (if any).
   1. Clause, section and paragraph headings do not affect the interpretation of this Agreement.
   2. In this Agreement, unless the context otherwise requires, (i) words in the singular include the plural and in the plural include the singular; (ii) where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words "without limitation" following them; (iii) a reference to one gender includes a reference to the other genders.
   3. A reference in this Agreement to a document is a reference to the document whether in paper or electronic form.
   4. Any obligation provided in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
   5. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
3. CONFIDENTIALITY UNDERTAKINGS

Undertakings – disclosure

* 1. The Recipient undertakes on its own behalf and on the behalf of any of its Related Persons and Representatives:
     1. to treat all Confidential Information as secret and confidential, implementing and maintaining all such technical and organizational security measures as may be reasonably available (considering technical developments at the time) and as are appropriate in the circumstances to protect Confidential Information against unauthorised or unlawful processing, accidental loss, distribution, or damage, and to take all other necessary steps to preserve such secrecy and confidentiality and ensure the highest level of security;
     2. not to use any Confidential Information, other than for the Permitted Purpose and, in particular, not to seek to use Confidential Information to obtain a commercial, trading or other advantage over the Disclosing Party or any of its Related Persons;
     3. not to disclose Confidential Information to any Person other than the Representative of the Recipient or any of its Related Persons, who are authorised and have signed non-disclosure undertakings of the same or similar content as this Agreement and who are required to access the Confidential Information in order for the Recipient to attain the Permitted Purpose;
     4. ensure proper and secure storage of the entire Confidential Information, limiting physical copies to those strictly necessary for the Permitted Purpose, and not to copy or store Confidential Information electronically or transmit it outside the Recipient's usual place of business, unless otherwise agreed in writing between the Parties;
     5. not to make any copies of any Confidential Information without the prior written consent of the Disclosing Party; all such copies of the Confidential Information made without the prior written consent of the Disclosing Party must be immediately destroyed;
     6. adhere to applicable data protection regulations if the Confidential Information includes personal data;
     7. in case of a doubt as to whether the information provided to the Recipient is confidential, to consult with the Disclosing Party regarding the confidentiality of such information and to treat the respective information as confidential until receiving written response of the Disclosing Party on the respective information’s confidentiality;
     8. promptly notify the Disclosing Party in writing in the event of any actual or alleged improper storage, misuse or unauthorised release or disclosure of any Confidential Information which is or is likely to constitute a breach of any of the provisions of this Agreement, and, without prejudice to any rights or remedies of the Disclosing Party, the Recipient shall take such steps as the Disclosing Party may reasonably require in order to remedy or mitigate the effects of such actual or potential breach;
     9. perform any other necessary actions that the Disclosing Party shall reasonably request to ensure security and confidentiality of Confidential Information;
     10. not later than within 5 (five) days, upon a written request of the Disclosing Party, return to the Disclosing Party or destroy (with any electronically available information being permanently erased) any and all documents and data containing Confidential Information, including but not limited to data stored on computer discs, CD/DVD-ROM, other electronic media or other medium, as the Disclosing Party will instruct.

Confidentiality of recipients

* 1. Before disclosing any of the Confidential Information to any person as permitted under the provisions of Section 2.1(c) above, the Recipient shall at its own expense ensure that the proposed recipient of such Confidential Information is bound to maintain confidentiality of such Confidential Information on terms which are at least as restrictive as the terms set out in this Agreement.

IP Rights

* 1. The Recipient acknowledges that, except for the limited right to use Confidential Information strictly for the Permitted Purpose, this Agreement does not grant any rights, licenses, or interests to the Recipient concerning the Confidential Information, including any IP Rights.
  2. The Recipient shall not use, sell, copy, further develop, or create derivative works based on the Confidential Information.
  3. All documents and other materials containing Confidential Information, including any parts or copies, shall remain the property of the Disclosing Party at all times. The Disclosing Party and/or its licensors (as applicable) shall retain all IP Rights in the Confidential Information. Any economic copyright or intellectual property in any materials produced by or under the control of the Recipient that relate to the Confidential Information shall automatically transfer to the Disclosing Party upon creation. Furthermore, if the Disclosing Party applies for any patent, utility model, industrial design, or any other form of IP Rights containing the disclosed Confidential Information, the Recipient agrees not to object to such applications based on any prior disclosures made under this Agreement.

1. EXCEPTIONS

The obligations under this Agreement do not apply to Confidential Information:

* + 1. that is in or comes into the public domain by any means other than as a result of a breach of this Agreement;
    2. that was lawfully in the possession of the Recipient before the date of signing of this Agreement, and not subject to any obligation of confidence;
    3. that the Recipient is required to disclose under the Laws or to comply with a lawful and mandatory instruction of the competent courts, state authorities and other Persons authorised by the Laws. However, the Recipient must take all measures necessary to disclose Confidential Information only to the extent legally required and to the extent allowed by the Laws execute disclosure while complying with the security measures intended to ensure confidentiality of the Confidential Information as provided in this Agreement. Upon receiving the above request to disclose Confidential Information, the Recipient must at all times promptly and before any disclosure takes place inform the Disclosing Party in writing of such request.

1. Compensation of DAMAGES AND LIABILITY
   1. The Parties are not entitled to terminate this Agreement, suspend the execution of their obligations or claim late payment penalties, unless it is expressly allowed by this Agreement.
   2. In case of the Party failing to perform this Agreement or performing its provisions improperly, the other Party is entitled to claim due performance of the Agreement from the defaulting Party.
   3. In case the Recipient breaches the Agreement, the Recipient shall pay the Disclosing Party a penalty in the amount of [...] EUR ([...] Euros) for each case of such breach. The above penalty shall be considered to be the minimum losses of the Disclosing Party. The above penalty must be paid regardless of whether the third Person has used Confidential Information. The penalty shall be paid no later than within 1 (one) month from the receipt of a request for payment of the penalty.
   4. In case of the Party delaying any payment due under this Agreement, they shall pay the other Party a late payment penalty in the amount of [...] % ([...] percent) (of the delayed amount for each day of delay.
   5. Notwithstanding the above, the Disclosing Party confirms it has the right to disclose all the Confidential Information and the disclosure to the Recipient under this Agreement neither violates any Laws nor damages any lawful rights and interests of any third Party. In case the Disclosing Party breaches the aforesaid confirmation, the Disclosing Party will keep the Recipient harmless of any punishment or claims against the Recipient arising from the breach of this confirmation.
2. Other provisions
   1. **No Transaction.** This Agreement shall not constitute nor shall be construed as constituting an offer or commitment to enter into any discussion or conclude any other agreement rather than this Agreement.
   2. **Validity.** This Agreement comes into force on the day of its signing and will remain in effect for an indefinite term or until the Recipient will receive an official written notice of the Disclosing Party on the expiry of the Agreement. The Recipient is not entitled to terminate this Agreement.
   3. **Governing law.** This Agreement and the relations between the Parties in respect to this Agreement (including the execution, validity, invalidity, implementation and termination of this Agreement) are governed by and interpreted in accordance with the Laws of the [...].
   4. **Dispute resolution.** Any dispute, controversy or claim, arising out of or relating to this Agreement, its breach, termination or validity shall be finally settled in the respective court of the [...] subject to the rules of jurisdiction.
   5. **Assignment.** No Party is entitled to assign or transfer all or any part of its rights and obligations under this Agreement to a third Person or Persons without the prior written consent of the other Party. This Agreement will be binding upon the assignees of the Parties.
   6. **No waiver.** Except otherwise provided in the Agreement, no delay of the Party to exercise any right or to perform an obligation under this Agreement shall be considered as a waiver of such right or excuse from the performance of such obligation and separate or partial performance of any obligation. Separate or partial exercise of any right shall not mean that this obligation need not be performed or this right may not be exercised in the future.
   7. **Amendments and supplements.** Any schedules, amendments and supplements of this Agreement (including amendments and supplements of this Section) are valid only if they are executed in writing and signed by both Parties.
   8. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court or arbitral tribunal, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be illegal, invalid or unenforceable only in part, or to a certain degree, will remain in full force and effect to the extent that it is not held illegal, invalid or unenforceable. The Parties will amend this Agreement by replacing such illegal, invalid or unenforceable provisions with legal, valid and enforceable provisions that would produce the result as close as possible to the intentions of the Parties. The Parties will put all their best efforts into ensuring the implementation of all the provisions hereof.
   9. **No Contradictions.** Each Party undertakes not to enter into any arrangements incompatible with the obligations of the Parties hereunder after the execution of this Agreement.
   10. **Notices.** All notices and other communications under or in connection with this Agreement shall be made in writing in the English language and shall be considered as duly served if sent to the address of the Party indicated below or to another address the Party may designate by written notice to the other Party: (i) on the same day when delivered upon acknowledgement of the receipt; (ii) upon factual receipt when it is sent by pre-paid registered mail (with written confirmation of the receipt); (iii) on the following business day if sent by email.

Address of the Recipient: [...];

E-mail address of the Recipient [...];

Address of the Disclosing Party: [...];

E-mail address of the Disclosing Party: [...].

* 1. **Expenses.** Each of the Parties to the Agreement shall bear all costs related to the negotiation, drafting, signing, entry into force and performance of this Agreement and any other documents indicated herein.
  2. **Language and counterparts.** This Agreement is concluded in 2 (two) counterparts. All counterparts of the Agreement have equal legal force (1 (one) counterpart to each of the Parties).

**Confirming the aforementioned,** the Parties have properly concluded this Agreement:

**On behalf of the Disclosing Party:**

|  |  |
| --- | --- |
| Signature: | …………………………………………… |
| Name, surname: | …………………………………………… |
| Position: | …………………………………………… |

**On behalf of the Recipient:**

|  |  |
| --- | --- |
| Signature: | …………………………………………… |
| Name, surname: | …………………………………………… |
| Position: | …………………………………………… |

[If the recipient is a natural person:]

**The Recipient:**

|  |  |
| --- | --- |
| Signature: | …………………………………………… |
| Name, surname: | …………………………………………… |