

**NON-DISCLOSURE AGREEMENT**

Between

**[Company Name]**

[Street Name and Address]

[Post Code / City]

[Country]

And

**Assel Sp. z o.o.**

ul. Batalionów Chłopskich 1

83-000 Pruszcz Gdański

Poland

Each individually referred to as a Party and collectively as the Parties,

From ....., confidential information may be exchanged between the Parties;  
NOW, THEREFORE, it has been agreed as follows:

**1. DEFINITION**

Confidential Information, for purposes of this Agreement, shall mean any and all information, whether oral, written, electronic, or any other medium relating to the management, organisation, liaisons, finances, operations, rates, margins, personnel, customers, products, services, business plans, trade-secrets, "know-how", legal and administrative disputes and their conclusions, legal documentation, patents, designs, formulations, samples, processes, equipment, processing and control information, product and service performance data, manuals, suppliers' lists, marketing data, computer software/hardware (whether developed by or furnished to a Party to this Agreement), inventions, codes, passwords and other such material as may be so identified by a Party in the future; marked or otherwise identified by the Disclosing Party as 'Confidential' in any form, regardless of the primary origin of such information. It shall additionally include any and all such information, impressions, and/or material as may be acquired by whatever means as the result of any visit to any facility of the other Party.

**2. LIMITATIONS OF DISCLOSURE**

Each Party, at its own discretion may submit to the other Party information concerning the subject matter of this Agreement. Such information shall be referred to hereinafter as "Confidential Information".

With respect to Confidential Information each of the Parties agrees as Receiving Party of Confidential Information submitted by the other Party that:

- a. It shall not disclose Confidential Information to third parties, whether orally, in writing, by demonstration or otherwise, unless and to the extent that it can satisfactorily prove:
  - i. By documentary evidence produced to the submitting Party within 7 calendar days from disclosure that such Confidential Information was already in the possession of the Receiving Party and at its free disclosure hereunder to the Receiving Party,
  - ii. That the Confidential Information was or becomes publicly known through no fault of the Receiving Party, its agents or employees,

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- iii. That the Confidential Information was or is lawfully obtained from a third party, who is free to disclose same,
  - iv. That such information has been developed independently of Confidential Information by the Receiving Party.
- b. Confidential Information shall only be used for the purpose contemplated in this Agreement and shall be treated by the Receiving Party in the same matter and with at least the same degree of care as the Receiving Party applies with respect of its own confidential information. The Receiving Party shall only make available Confidential Information to its employees who have a need to know.

### 3. RESERVATION OF RIGHTS

All Confidential Information disclosed or submitted by either Party shall remain the property of the disclosing Party.

### 4. RETURN OF CONFIDENTIAL INFORMATION

Upon expiration or termination of this Agreement, the Receiving Party shall:

- a. Make no further use of the Confidential information;
- b. Return all Confidential Information within 7 days since notification by the Disclosing Party, including all copies and partial copies thereof materials which were created with use of the Confidential Information or which contain or make reference to the Confidential Information; or destroy the Confidential Information, including all copies or partial copies thereof, together with notes, reports and other documents, data or materials which were created with use of the Confidential Information or which contain or make reference to the Confidential Information. The Receiving Party shall certify in writing about the fact of destruction thereof.

### 5. LIMITATIONS OF USE

To secure confidentiality attaching to the Confidential Information, the Receiving Party shall:

- a. Keep separate all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party;
- b. Not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- c. Allow access to the Confidential Information exclusively to those employees of the Receiving Party who have reasonable need to see and use it for the purpose of its evaluation by the Receiving Party and shall inform each of said employees of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof;
- d. If the Receiving Party, due to the nature of cooperation with third parties which are not Parties to this Agreement, has a need to pass confidential information to these third parties, the Receiving Party is obliged to conclude a confidentiality agreement with third parties on terms identical or similar to this Agreement terms. Notwithstanding, the Receiving Party is not permitted to transfer any information regarding the Disclosing Party to third parties.
- e. The Receiving Party may transfer customer data (such as name of customer) to third parties, if the Receiving Party receives a written consent from the Disclosing Party for transfer of such data to third party.

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- f. Confidential Information and information about customers of the Disclosing Party will be used by the Receiving Party solely for the purpose of cooperation between the Disclosing Party and the Receiving Party. The Receiving Party is not permitted to enter into direct or indirect business relationships with Disclosing Party's customers as well as into competitive activities, omitting the Disclosing Party, to the extent that the Disclosing Party and the Receiving Party cooperate. Such actions on the part of the Receiving Party will constitute a breach of this Agreement.
- g. Make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of its evaluation by the Receiving Party.

### 6. COMPELLED DISCLOSURE

If the Receiving Party or any of its employees become legally compelled to make any disclosure that is prohibited or otherwise constrained by this Agreement, then the Receiving Party will give the Disclosing Party immediate written notice of such requirement and such a notice shall be made prior to the relevant disclosure. Receiving Party shall use its commercially reasonable efforts to obtain confidential treatment for such Confidential Information.

### 7. TERMS OF AGREEMENT

The obligation to keep Confidential Information confidential shall remain in force for a period of ten (10) years from the effective date of this Agreement unless otherwise agreed in writing between the Parties. The effective date is the date of signing.

### 8. RESERVATION OF RIGHTS

The furnishing of any Confidential Information hereunder shall not be construed as the granting of a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

### 9. MISCELLANEOUS

- a. This Agreement contains the entire understanding between the Parties This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.
- b. The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions and stipulations of this Agreement or the validity of this Agreement itself.
- c. This Agreement shall be governed and construed in accordance with the laws of Poland. In the event of a dispute the Parties shall submit to the exclusive jurisdiction of the court in Gdańsk.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties hereto.

BY:  
**[Company Name]**  
[Street Name and Address]  
[Post Code / City]  
[Country]

Full Name:  
Signature:  
Position  
Date:

BY:  
**Assel Sp. z o.o.**  
ul. Batalionów Chłopskich 1  
83-000 Pruszcz Gdański  
Poland

Full Name:  
Signature:  
Position  
Date: