

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereafter "Agreement") is made and entered into as of

between a company

organized and existing under the laws of

with registered office in

, tax registration no

represented by

, as

(hereinafter, the "

")

and

AssemTec Europe sp. z o.o., a company organized and existing under the laws of **Poland**, with registered office in **ul. Kożuchowska 20C, 65-364 Zielona Góra**, tax registration no: **0000789188**, VAT No.: **PL 929-20-03-167**, represented by, as (hereinafter, the "**AssemTec**").

and **AssemTec** are hereinafter also severally referred to as "Party" and collectively as the "Parties".

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NON-DISCLOSURE AGREEMENT

1. SUBJECT OF THE AGREEMENT

Parties work together on some projects. Each Party may choose to disclose its confidential information to the other Party. This Agreement is intended to protect all confidential information disclosed for the purposes of evaluating or implementing projects.

Party, who discloses any piece of confidential information shall hereinafter be referred to as the “Disclosing Party”, and party, who is in receipt piece of confidential information, shall hereinafter be referred to as the “Receiving Party”.

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” shall mean any information, documents and/or materials, whether in written, visual, oral, electronic or other form, furnished by either Party, including, but not limited to:

- designs, design documentation, experience, models, patterns, plans and prototypes;
- information relating software and database;
- information relating to products and services;
- information about know-how, technologies, methods and production processes;
- financial information (results, projections), sales estimates and cost estimates;
- information about marketing strategies and business plans, price policy;
- information relating employees, customers, business partners, external cooperating subjects, suppliers and subcontractors;
- information about the company's structure, affiliates, internal policy, security policy.

3. USE OF CONFIDENTIAL INFORMATION

The Receiving Party undertakes:

- a) use the Confidential Information solely in connection with the current or contemplated business relationship between the parties;
- b) to exercise at least the same degree of diligence in maintaining the confidentiality of Confidential Information as in the case of own confidential information of a similar nature;
- c) not to reverse engineer, disassemble, decompile prototypes and software belonging to Confidential Information, or allow third parties to do so;
- d) immediately notify in writing the Disclosing Party of any alleged or actual breach of the Confidential.

4. EXCLUSIONS

This Agreement shall not apply in respect of Confidential Information, which:

- a) have been obtained in by the Receiver prior to the conclusion of Agreement;
- b) have been entered the public domain through no fault of the Receiver;
- c) is independently developed by the Receiver without the benefit of Confidential Information received from the Discloser, as evidenced by the Receiving Party's records;
- d) was lawfully acquired by the Receiver from a third party having the right to convey the Confidential Information to the Receiver without any existing confidentiality obligation.

5. DISCLOSURE OF CONFIDENTIAL INFORMATION

The Receiving Party may provide third parties (employees, subcontractors, suppliers) with Confidential Information to the extent necessary for the implementation of entrusted tasks, provided that third parties undertake to comply with the terms of this Agreement.

Receiving Party assumes full responsibility for any breaches of confidentiality caused by third parties.

6. COMPELLED DISCLOSURE

In the case where either Party is required by applicable law or any competent judicial, supervisory or regulatory body to disclose any of the Confidential Information, it shall promptly inform the Disclosing Party in writing of such requirement, so that other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

In the absence of protective order, the Receiving Party may disclose, without liability hereunder, only such portion of the Confidential Information which - in the opinion of its counsel - is compelled to disclose.

7. TERM

This agreement is effective from the date of signature by both parties.

The Recipient's obligations under this Agreement with respect to any Confidential Information shall survive the expiry or termination of this Agreement for a period of 5 (five) years.

8. OWNERSHIP RIGHTS

Nothing in this Agreement shall be construed as implying any intellectual property rights (licenses, patents, copyrights, etc.) of the Disclosing Party.

9. RETURN OF CONFIDENTIAL INFORMATION

At the request of the disclosing party the receiving party will immediately return all documents and materials containing confidential information and information derived therefrom. It will also remove all electronic copies of these documents and materials.

10. NOTICE

Any notice, documents and information shall be in writing and addressed to the following e-mails:

To

e-mail:

To **AssemTec Europe sp. z o.o.**

e-mail: **office@assemteceurope.com**

or the following postal addresses:

At

At **AssemTec Europe sp. z.o.o.**

ul. Kożuchowska 20C, 65-364 Zielona Góra, Poland

11. LANGUAGE

Any notice, documents and informations provided in connection with this Agreement must be in English or in Polish.

12. GOVERNING LAW AND JURISDICTION

Any disputes related to this Agreement or in connection with the implementation of this Agreement will be resolved by both parties first through amicable negotiations.

In the case of disagreement, the dispute shall be settled by the common court competent for the seat of the Dis-closing Party.

13. FINAL PROVISIONS

This Agreement has been drawn up in two identical copies, one for each of the Parties.

Neither Party may assign this Agreement without the prior written consent of the other Party.

Any changes to this Agreement will be binding only if in writing and signed by authorized representatives of each of the Parties.

Signatories

SIGNED by:

Acting by:

.....

(Signature)

and

SIGNED by:

AssemTec Europe sp. z o.o.

Acting by:

.....

(Signature)