

# Non-Disclosure Agreement

No.

**l.**

## PARTIES

**Xopero Software S.A.**

Registered office                      ul. Herberta 3 66-400 Gorzów Wlkp  
/place of business:  
Represented by                      Łukasz Jesis  
Company registration number : 0000684240.  
Tax identification number : PL5993066603  
Registered                      Krajowy Rejestr Sądowy VIII Wydział Gospodarczy  
  ul.Kożuchowska 8 65-364 Zielona Góra  
VAT payer:                      YES

(Xopero Software S.A.)

And:

Registered office: xxxxxx  
 Represented by:  
 Company registration number : xxxxxx  
 Tax identification number :  
 Registered in: xxxxxx  
 VAT payer:

(the Partner)

11.

## PURPOSE OF THE AGREEMENT

1. When preparing for any future cooperation in relation to the products and services offered by Xopero Software S.A. and in relation to such cooperation, if it takes place ( "Cooperation"), the Parties will be disclosing to each other information which may have the nature of confidential information. The Parties undertake to disclose and handle such information in accordance with this Agreement.
2. The purpose of this Agreement is to ensure confidentiality of disclosed information. For the avoidance of doubt, if the Cooperation between the Partner and Xopero Software takes place, this Agreement shall apply until the Parties enter an agreement regulating the Cooperation between the Parties, containing confidentiality provisions.

III.

CONFIDENTIAL INFORMATION

1. The Parties undertake to maintain confidentiality in relation to any facts relating to the other Party which they receive during the Cooperation between the Parties, as well as in relation to all other facts and information (particularly of business and technical nature), which were disclosed to the

Party by the other Party and which are not publicly known or available and which may be reasonably considered as information the secrecy of which the disclosing Party may be deemed to be justifiably concerned in (the "Confidential Information"). The Parties have further agreed that any facts regarding customers or prospective customers of Xopero Software and to which the Cooperation relates will also be deemed Xopero Software Confidential Information.

2. Each Party also undertakes to maintain confidentiality in relation to the facts and information which were expressly designated by the other Party as "*Secret*", "*Classified*", "*Confidential*", "*Trade Secret*", or similarly in the English language. Information designated in this manner will also be considered as Confidential Information under this Agreement. For the avoidance of doubt, Confidential Information does not have to be expressly designated as such; however, in order to avoid any doubt regarding the nature of information it is advisable to designate the information concerned as Confidential Information, particularly in cases when the nature of the information might not be utterly clear to the other Party.

#### IV.

#### HANDLING CONFIDENTIAL INFORMATION

1. Each Party undertakes to prevent any leakage, publishing or dissemination of Confidential Information obtained from the other Party and to protect the secrecy of Confidential Information at least to the extent to which it protects its own confidential information, though in any event always in the manner which is customarily used for the protection of confidential information.
2. Each Party undertakes to use reasonable endeavors to ensure that the secrecy of the other Party's Confidential Information is maintained by its employees and persons designated to fulfill the purpose of the Cooperation.
3. Any Party is entitled to disclose the other Party's Confidential Information to a third party only with the other Party's prior consent given to the disclosing Party in writing or by e-mail and only to the extent necessary for the fulfilment of the purpose for which the Confidential Information is disclosed to the third party and provided that the respective third party is bound by the obligation of confidentiality.
4. The Party which has disclosed the Confidential Information to the third party (with consent as set out in clause 3) will be held liable for the actions taken by such third party as if they were taken by the disclosing Party; this also applies in cases where the third party undertakes to perform a certain activity individually.
5. Each Party undertakes to use the Confidential Information obtained from the other Party exclusively for the purpose for which the Confidential Information was disclosed to it.
6. In circumstances where it can be reasonably expected that the confidentiality of the Confidential Information might be jeopardized, the Party on whose part such circumstances exist undertakes to notify the other Party of such a fact.
8. Upon receiving a written request of the disclosing Party, the other Party shall return to the disclosing Party all media containing Confidential Information, particularly any media with PC software, documentation, notes, plans, drafts and their copies. Notwithstanding the foregoing, the other Party may retain any Confidential Information as is required to be retained a) by law or regulation b) pursuant to its internal document retention policies, whether tangible or electronically stored or c) pursuant to its internal compliance policies.
9. For the avoidance of doubt, all Confidential Information shall remain the property of the disclosing Party and no authorization or other rights related to the information are hereby granted to the receiving Party.

V.

DISCLOSURE OF CONFIDENTIAL INFORMATION

1. The obligations stipulated herein do not apply to Confidential Information which **(i)** is publicly known at the time of its disclosure or becomes publicly known after being disclosed, lawfully and without a breach of this Agreement and/or **(ii)** was independently developed or acquired, without a breach of this Agreement, by the Party who had originally received such information as confidential and/or **(iii)** the recipient is obliged to disclose such Confidential Information pursuant to the applicable laws and regulations, or based on a decision of the competent public authority, provided that the Party notifies the other Party of this fact after the obligation of disclosure arises (unless it is prevented from doing so by the applicable laws and regulations or a decision issued by the competent public authority) and takes any measures necessary in order to protect confidentiality of the disclosed information to the maximum possible extent permitted by the respective laws and regulations or the decision of the public authority.
2. Upon request of the Party whose Confidential Information was disclosed with reference to Article V (1) hereof, the other Party shall prove the existence of the reason for disclosing the information.

VII.

PENALTIES

In the event of a breach of any of the obligations defined in Article IV (1) to (5) hereof the breaching Party shall be liable for any loss or damage suffered by the disclosing Party arising from or connected to such breach.

IX.

FINAL PROVISIONS

1. Any and all changes and amendments to this Agreement may only be made in form of written amendments signed by both Parties.
2. This Agreement comes into force and effect on the date it is signed by both Parties and is entered into for a term the earlier of three (3) years or upon the Parties entering a further agreement, regulating the Cooperation between the Parties, containing confidentiality provisions.
3. This Agreement shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts. .
4. None of the Parties may transfer and/or assign the rights and debts arising from this Agreement or this entire Agreement to a third party without the prior written consent of the other Party.
5. Upon carefully reading this Agreement, the Parties confirm that it has been concluded after having been discussed by them, on the basis of their true, serious and free will and while observing the principles of fairness, justice and equality of Parties, and that neither Party feels to be a weaker party. In witness thereof they attach the signatures of their authorized persons or representatives

Gorzów Wlkp. yyyy-mm-dd

.....  
On behalf of the Partner a.s.

.....  
On behalf of Xopero Software S.A.

