NDA

85 Great Portland Street, First Floor, London, United Kingdom, W1W 7LT

- 1. Subject of the agreement
- 1.1. The employee assumes the obligation not to disclose information constituting a commercial secret of the Employer, which became known to him in connection with work in the organization.
- 1.2. Trade secret in this agreement is understood to mean any information that has actual or potential commercial value due to its unknown to third parties, to which there is no free access legally and to the preservation of confidentiality of which the holder takes all possible measures.
- 1.3. The list of information related to trade secrets is defined in the Regulation on the protection of trade secrets of the organization.
- 1.4. Information constituting a trade secret may be transmitted to the employee verbally, in writing, in the form of photographs, in electronic, graphic, as well as in any other form.
- 1.5. Under this Agreement, the information specified in subparagraphs may not constitute a commercial secret. 1.3 and 1.4 of this agreement:
- which until the conclusion of this agreement were publicly made public;
- which became public during the validity of this agreement, but without the guilty participation of the relevant party.
- 1.6. By signing this agreement, the employee certifies that he is familiar with the Regulation on the protection of the employers trade secrets.
- 2. Rights and Obligations of the parties
- 2.1. The employee undertakes not to disclose information constituting the employers commercial secret that has become known to him in connection with his work in the company, as well as to protect the above information from encroachments and attempts to disclose it by third parties.
- 2.2. The employee undertakes to use the information obtained in the performance of his labor duties only in the interests of the employer.
- 2.3. The employee undertakes, upon completion of work in the company, not to use the information obtained in connection with work in the company in order to compete with another company.
- 2.4. All information constituting a trade secret and received by the Employee in tangible (diagrams, drawings, letters, photographs, etc.) and intangible forms is the

exclusive property of the Employer and is used only on the terms of this agreement.

- 2.5. Upon termination of the employment contract, the Employee agrees to return all information received from the other party on tangible media, as well as copies thereof, within one day from the date of the first request.
- 2.6. In case of disclosure of information constituting a trade secret under this agreement, the Employee is obliged to fully compensate the losses incurred by the Employer as a result of such disclosure, the amount of which is determined by an independent expert commission.
- 3. Duration of agreement
- 3.1. This agreement comes into force from the moment of its signing and is valid for 3 years from the date of termination of the employment contract.
- 4. Special conditions
- 4.1. All changes and additions to this agreement are valid only if they are made in writing and signed by the parties.
- 4.2. All disputes and disagreements under this agreement are resolved through negotiations. If it is impossible to resolve disputes in the negotiation mode, the parties are entitled to apply to the judicial authorities.
- 4.3. This agreement is made in duplicate, one copy for each party having the same legal force.

CUSTOMER

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