

NONDISCLOSURE AGREEMENT

date _____

between:

Czesław Borkowski, Anna Borkowska, Andrzej Olszacki, Monika Olszacka conducting business in the form of a civil partnership under the name Zakład Kół Zębatych s.c. Cz. A. Borkowski, A. M. Olszacki, based at ul. Małopanewska 29, 54-212 Wrocław, NIP: 894- 284-94-78, REGON 020197145

hereinafter referred to as '**ZKZ**'

and

.....
name, surname, address, PESEL

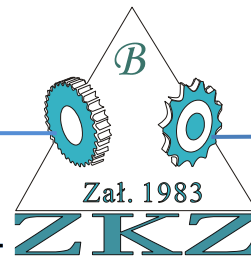
hereinafter referred to as the '**Receiving Party**'

hereinafter referred to as '**the Parties**'

the following non-disclosure agreement, hereinafter referred to as the '**Agreement**', has been concluded:

§ 1

1. The purpose of this Agreement is to regulate the mutual relations relating to the transmission of confidential information between the Parties.
2. By confidential information [hereinafter referred to as: Confidential Information] the Parties shall understand all information comprising the trade secret of ZKZ and ZKZ contractors, including first of all, but not only, the business secret within the meaning of the Act on Combating Unfair Competition, in particular:
 - 1) technical, technological, organisational or other information of economic value which, either as a whole or in a particular aggregation or collection of its elements, is not generally known to, or easily accessible by, persons usually dealing with that type of information;
 - 2) samples, manufacturing processes, formulas, methods, procedures, knowledge, know-how, test results, materials, manufacturing specifications, sketches, designs, drawings and other documents and materials, ideas, reports or data and information which may be obtained by examination, testing, visual inspection, analysis of materials, equipment, products, spare parts, tools or components donated or displayed;
 - 3) information on the marketing and corporate strategy, business development plans, sales reports, results of research conducted by ZKZ and its contractors, concluded contracts, submitted offers;
 - 4) business contacts, databases of potential clients and customers, lists of clients and contractors and details of contracts with them, and information about the Party's employees and associates;
 - 5) information regarding budget, accounting, business reports, regulatory and other financial reports, and other financial matters;
 - 6) personal data;
 - 7) any other information and documents concerning ZKZ or ZKZ contractors, which are of economic value or the disclosure of which could expose ZKZ to damage, including secrets of another company, which ZKZ undertook to protect. In this respect, items 1) to 6) above shall apply accordingly.



3. Information shall be considered confidential regardless of the form in which it is provided to the Receiving Party, and shall include information maintained on traditional (paper) and electronic media, documents, manuals, specifications, operating schedules, program listings, data printouts and designs, drawings.
4. Information shall be considered confidential regardless of the method of transmission or whether it is classified as 'confidential', 'restricted', 'secret' or any other similar classification.
5. In case of any doubts as to whether a given piece of information is Confidential Information, it is deemed that, until the Parties clarify its status, it shall be treated as Confidential Information and the Receiving Party shall be obliged to request ZKZ to clarify the status of such information.
6. Information does not constitute Confidential Information within the meaning of the Agreement if:
 - 1) it was publicly known at the time it was made available or was subsequently, in accordance with the law and this Agreement, publicly disclosed without any restrictions, whereby by public knowledge of information is understood its disclosure to persons and entities other than persons and entities covered by the obligation of secrecy and confidentiality with respect to this information,
 - 2) it was previously in the Receiving Party's authorized possession and known by the Receiving Party not to be Confidential Information at the time it was made available to the Receiving Party,
 - 3) it was created or acquired by the Receiving Party lawfully and independently of ZKZ,
 - 4) it was released in writing by ZKZ from coverage under the Agreement.

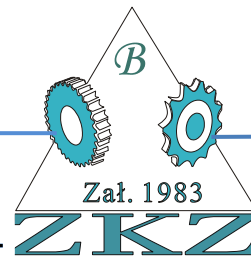
§ 2

1. The Receiving Party's access and use of Confidential Information shall be solely for the purpose of executing the Agreement between the Parties dated _____, the subject of which is:

2. Access to and use of Confidential Information by the Receiving Party shall be in accordance with this Agreement.
3. Access to and use of Confidential Information shall be deemed to be any activity that has the object of such Information, including the collection, recording, storage, development, modification and deletion, and especially those activities that are performed in information systems.

§ 3

1. The Receiving Party undertakes to keep Confidential Information secret for the duration of the agreement indicated in §2 item 1 above and for a period of 5 years from the date of termination of the agreement indicated in §2 item 1 above, and the Receiving Party undertakes to extend this period upon each request of ZKZ.
2. The Receiving Party represents and agrees that in connection with the obligation to keep Confidential Information confidential, in particular:
 - 1) they will not be used, disclosed, acquired without the written consent of ZKZ to any other purpose than that specified in this Agreement and for any other purpose than the performance of the contract indicated in §2 item 1 above,
 - 2) shall not be used or disclosed to other entities without the prior written consent of ZKZ; other entities shall include employees and contractors of ZKZ and contractors of ZKZ to whom, in accordance with the instructions of ZKZ, the Receiving Party was not entitled to disclose Confidential Information.
3. The Receiving Party agrees to:
 - 1) apply appropriate measures, including technical and organisational ones, which protect Confidential Information from disclosure, acquisition and use in an unauthorised manner or to the detriment of ZKZ or ZKZ contractors, including compliance with all internal regulations binding in ZKZ with regard to the protection of Confidential Information,



- 2) duly protect Confidential Information to prevent unauthorized persons and entities from acquiring it,
 - 3) not take Confidential Information and any carriers containing Confidential Information outside the registered office of ZKZ and limit copying of Confidential Information to necessary cases, which also concerns the transfer of Confidential Information to e-mail addresses other than those provided by ZKZ,
 - 4) after the termination of the contract indicated in §2 item 1 above, permanently delete or return to ZKZ all acquired Confidential Information and permanently delete all existing copies thereof (including all data and information stored in computer memory or on other information carriers), which shall not release the Receiving Party from its obligation of confidentiality in accordance with this Contract,
 - 5) ensure that the means of communication used to receive, transmit and store Confidential Information guarantee the security of the data against access by unauthorized third parties,
 - 6) not to subject, directly or indirectly, products, equipment, materials, substances, samples, software or their spare parts/components supplied by ZKZ or ZKZ contractors to any kind of analysis, testing, experimentation, decompilation, reverse engineering or any similar operation, without the prior written consent of ZKZ,
 - 7) respect the confidentiality agreements concluded by ZKZ with ZKZ contractors,
 - 8) process the obtained Confidential Information in accordance with the Agreement and with any other legal regulations generally applicable law, including in particular the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2020, item 1913, as amended).
4. The obligation to keep Confidential Information secret does not apply if the obligation to make such information available to third parties arises from applicable laws and such persons request the Receiving Party to provide such information. The Receiving Party shall immediately notify ZKZ of such a request unless the transmission of such information is prohibited under applicable laws or by decision of the body requesting disclosure of the Confidential Information. The notification to ZKZ should be made if possible before the disclosure of the Confidential Information to the person entitled to request disclosure.

§ 4

ZKZ shall be entitled at any time to require the Receiving Party to promptly, not later than within 24 hours, return or destroy the Confidential Information, including all copies of any kind (including all data and information stored on computer memory or other storage media), and the Receiving Party shall comply with such request in a timely manner.

§ 5

1. For each case of breaching the provisions of this Agreement the Receiving Party that cooperates with ZKZ on the basis other than employment relationship will pay ZKZ a contractual penalty in the amount of PLN _____ (in words: _____) to the bank account number of ZKZ indicated in the summons within 7 days from receiving the summons. The date of payment is the date of crediting the ZKZ bank account.
2. For each case of breaching the provisions of this Agreement the Receiving Party that cooperates with ZKZ based on the employment relationship will pay ZKZ a contractual penalty in the amount of three-month remuneration to which the employee is entitled on the day when the breach took place. In addition, the breach of the provisions of this Agreement constitutes a serious breach of basic labour obligations by an employee of ZKZ and gives ZKZ the right to terminate the contract of employment without notice due to the fault of the employee. In case of intentional infliction of damage by the employee, ZKZ is entitled to claim compensation for the full amount of damage.
3. ZKZ is entitled to claim additional compensation in case the damage exceeds the amount of reserved contractual penalty.
4. In the case of cooperation of the Parties under a contract other than a contract of employment, the breach of the provisions of this Agreement shall also constitute grounds for termination of the contract constituting the basis for cooperation of the Parties.

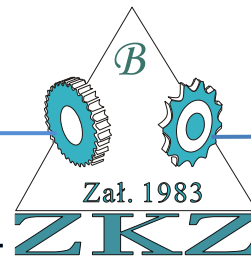
§ 6

ZAKŁAD KÓŁ ZĘBATYCH S.C.
Cz. A. Borkowski, A. M. Olszacki

54-212 Wrocław ul. Malopanewska 29

Oddział: 56-400 Oleśnica ul. Moniuszki 19
tel. 071-3981214

biuro@zkz.net.pl
www.zkz.net.pl



NIP: 8942849478 **REGON: 020197145** **PN-EN ISO 9001:2009/14001:2005/AQAP 2110**

1. Amendments to this Agreement must be made in writing under pain of nullity.
2. In matters not regulated by the Agreement, provisions of generally applicable Polish law shall apply.
3. This Agreement has been executed in two counterparts, one for each Party.

ZKZ

Receiving Party