

MUTUAL NON DISCLOSURE AGREEMENT

Hereinafter referred to as the Contract

Concluded on _____
between:

Euro Metrics Sp. z o.o. seated in Zielona Góra, ul. Zacisze 5D/02, 65-755 Zielona Góra, entered in the register of entrepreneurs of the National Court Register by the District Court in Zielona Góra, VIII Commercial Department of the National Court Register, under KRS no. 0000630155, NIP: 5252671647, share capital PLN 250 000, represented by: Ralf Bernhauer – Sourcing and Quality Manager Europe, hereinafter referred to as “Euro Metrics”

and

hereinafter each can serve as “Party”, “Disclosing Party”, “Receiving Party” or jointly as “Parties”.

Preamble

1.

The goal of the Parties concluding the Contract is to ensure protection of confidential information (hereinafter “the Confidential Information”) in the course of the business activity conducted by the Parties, including in the scope of quotations, negotiations and order completion.

2.

That being so, the Parties agree to the following:

§ 1.

Contractual Definitions

1. The Parties accept the following definitions of terms, applicable hereto:

Business transaction

1.1. The Parties intend to negotiate, and then perform concluded contracts, particularly in the scope of deliveries and any other business enterprises which may be made between them (“Business transaction”).

Confidential information

1.2. For the purposes hereof, “Confidential Information” shall be understood as information containing trade secrets of the Disclosing Party provided/disclosed in relation to the Business transaction, as well as information concerning:

1.2.1. marketing strategy, advertising, business development plans, results of research performed;

1.2.2. applied methods and procedures, technical information and know-how, trade secrets, business strategies, marketing plans;

1.2.3. commercial contacts, customer databases, suppliers, lists of customers and contractors, as well as the details of contracts concluded with them, as well as information about the employees and partners of the Disclosing Party;

1.2.4. finances, budget, accounting, trade reports, reports required by the law, legal regulations and other financial reports, as well as financial issues, business plans’;

1.2.5. rights, including proceedings before courts, bodies, business information, particularly of commercial value, patents, inventions, trademarks, designs and other information regarding rights (at every stage of their creation, including during the process of their creation, reporting and then execution of rights (regardless of the registration jurisdiction, starting from conception);

1.2.6. research and development, prototypes, products, concepts, tests, designs, sales statistics, market share and price statistics, sales techniques, customer acquisition (groups, trades, specific customers), suppliers;

1.2.7. ideas, analyses, compilations, research (also the results of preliminary and partial research), output materials, collected data, studies of any kind not made public in a legitimate manner;

1.2.8. other information and documents labelled as “confidential”, “proprietary” or with a similar label, regardless of the form in which they were disclosed to the Receiving Party.

2. Information, documents labelled explicitly or bearing the traits of Confidential Information may include in particular any commercial, technical, technological, organizational information of the Disclosing Party, or other information of commercial value, which as a whole or in a particular set or collection or elements are not commonly known to parties usually dealing with this sort of information, or are not easily accessible to such parties, and regarding which the Disclosing Party took measures in order to keep them confidential.

3. In the case of any doubts regarding classification of the information as Confidential, for the purposes hereof, it shall be assumed they are confidential.

4. Confidential Information may constitute a company secret within the meaning of article 11 of the Polish 1993-04-14 act on unfair competition.

5. Confidential Information may be disclosed during Business Transactions, particularly in the following forms: in writing, orally, on an electronic medium SMS, MMS, cloud access, presentations, observation of various activities and processes performed by the other Party in a manner which ensures confidentiality of the information. The Parties may also provide confidential information via electronic mail in an encrypted form or affixed with a secure electronic signature verified with a qualified certificate. Before undertaking any business transaction, the Parties shall determine the method of protecting Confidential Information.

§ 2.

Exclusion of the confidentiality obligation

The Receiving Party shall not be liable for disclosing any Confidential Information which:

were made publicly known in a manner which does not violate this Contract, are known to parties usually dealing with this sort of information and/or easily available to such parties, were known to the Receiving Party from other sources without the confidentiality obligation and without violating this Contract, were made public pursuant to a written consent of the Disclosing Party, are revealed under a commonly applicable legal regulation or a valid decision of a court or a body entitled to issue decisions in this respect.

§ 3.

Return of Confidential Information

Any Confidential information shall remain the property of the Disclosing Party. The Receiving Party, following a written or e-mail request of the Disclosing Party, shall return to the latter all the documents in analogue or digital version containing the Confidential information along with their copies, and shall destroy all the media sources or these Confidential Information, including in the form of notes, analyses, research, letters, including their copies, containing or based on the Confidential Information, within [10] ([ten]) days from the written request or no later than within [20]([twenty]) days from the date of concluding the cooperation.

§ 4.

Methods of protection

1. The Receiving Party hereby undertakes to take all the measures required to maintain the confidentiality of Confidential Information, in particularly:

1.1. not to disclose the Confidential Information to the employees or partners of the Receiving Party, to any entities affiliated with the Receiving Party or representing it, that do not participate directly in the negotiations and performance of services entrusted by the Disclosing Party, as well as to any third parties;

1.2. to take all the necessary measures, in particular by giving appropriate instructions for handling Confidential Information to the employees and partners of the Receiving Party, any affiliated entities or those representing it;

- 1.3. not to use the Confidential Information in any manner, especially in the course of its business activity, beyond the scope of mutual cooperation;
- 1.4. not to copy, record or duplicate in any way the Confidential Information obtained by the Receiving Party for any purposes other than those related to the performance hereunder.

2. The Receiving Party undertakes that in the case of establishing cooperation with third party as part of the business transactions performed, it shall conclude confidentiality contracts with the third parties, particularly obliging them to maintain the secrecy of the Confidential Information.

3. The Parties shall be liable both for their own activities or negligence and for the activities and negligence of any third parties they use to fulfil their obligations, as well as those they entrust the performance to, particularly in the scope defined in act 2.

§ 5.

Contractual fine

1. For non-performance or improper performance hereunder, the Receiving Party that committed the breach or negligence shall pay the Disclosing Party a contractual fine of EUR 15,000 (in words: fifteen thousand Euro) for every instance of the breach, particularly in the case of disclosing such Confidential Information, within 7 days from the date of receiving the request for payment. The Parties reserve the possibility of pursuing compensation in excess of the contractual fine, as per general principles.

2. The Receiving Party declares that in the case of breaching this Contract, should the financial compensation provided for herein be an insufficient remedy in the case of any breach hereof by the Receiving Party or its management, directors or employees, the Disclosing Party shall be entitled to specific action intended to secure its rights and interest violated by disclosing any Confidential Information, including to request an immediate cessation and remedy of the consequences of breaching this Contract, including to pursue claims in court.

3. Any violation by any entity personally or financially related to the Receiving Party, including in particular the management, directors, employees, partners, representatives, proxies, shall also be deemed a violation of the rules of Confidentiality.

§ 6.

Applicable law

The Parties declare that they are aware of the liability for violating the terms hereof, resulting from article 23 of the 1993-04-14 act on unfair competition. The Parties agree that the Polish law is applicable. In any matters not regulated herein, the appropriate provisions of the Polish law, particularly the Polish Civil Code, shall apply.

§ 7.

Term of the Contract

1. This Contract comes into effect on the day of its signing by the Parties and is open-ended.

2. The confidentiality obligations defined herein apply both during the negotiations and cooperation between the Parties hereto, and thereafter, for a period of 5 (five) years from the date of concluding the cooperation between the Parties. The lapse of the ten-year period shall be determined based on the Business Transactions between the Parties. For the avoidance of doubt, the Parties agree that this does not mean that after the lapse of said period the Confidential Information would be subject to a lower level of protection than specified in the applicable legal regulations. The lapse of said period does not authorize the Receiving Party to utilize on its own account, transfer or disclose the Confidential Information, in violation of the applicable legal regulations or the terms hereof that stipulate the protection of business secrets or any other sort of information.

3. Each Party may terminate this Contract at any time for convenience by written notice provided to the other Party provided that the obligations of the Receiving Party in relation to acquisition of the Confidential Information disclosed during the term hereof in relation to the conducted Business Transactions shall survive, on the terms provided for herein.

§ 8.

Final provisions

1. The parties entitled to contact as well as to disclose and receive Confidential Information related to the performance hereunder are:

1.1. for Euro Metrics Sp. z o.o.: Ralf Bernhauer- Sourcing and Quality Manager, telephone no. 0048 795 805 965, e-mail: rbernhauer@mesinc.net ;

1.2. for Receiving Party:, telephone no....., e-mail:..... ;

2. The Parties undertake to immediately notify the other Party about every change to the contact details specified in act 1. In the case of failure to give notice about the change, any deliveries made to the former address shall be fully effective regarding the Party which failed to communicate the change to its address.

3. The Parties declare that neither this Contract nor the disclosure of any Confidential Information made by the Disclosing Party hereunder shall grant any license regarding patents, copyrights or trademarks and designs to the Receiving Party.

4. Conclusion hereof obliges neither Party to establish business relations.

5. The Disclosing Party's failure to execute its rights in the case of any breach hereof by the Receiving Party shall not be understood as a waiver of these rights in the case of further violations or of any other rights hereunder.

6. Any disputes, misunderstandings or doubts arising from or related to this Contract, or regarding its interpretation or performance shall be first solved amicably by way of negotiations. Should the Parties fail to settle any conflict within thirty (30) days of negotiations, the disputes shall be referred to be settled by a Polish common court of proper jurisdiction for the seat of Euro Metrics.

7. All amendments hereto require written form under pain of nullity, as well as signatures of both Parties.

8. This Contract has been made in two identical copies, one for each Party.

On behalf of Euro Metrics

Ralf Bernhauer

for the Company
