

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on _____
("Effective Date") by and between:

[TRADE SECRET HOLDER NAME], with its registered office at
_____, registered under _____,
represented by _____ ("Trade Secret Holder"),

and

[RECIPIENT NAME], with its registered office / address at
_____, registered under _____,
represented by _____ ("Recipient").

The Trade Secret Holder and the Recipient shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties wish to exchange certain confidential and proprietary information for the purpose of evaluating, negotiating, establishing, or performing a potential business relationship between them ("Purpose");

NOW, THEREFORE, the Parties agree as follows:

1. Definition of Trade Secrets

For the purposes of this Agreement, "Trade Secret" shall mean information in any form, including, but not limited to, all oral, written, visual, digital, or electronic information (including information acquired during training sessions or visits to the business, production, or other facilities of the Trade Secret Holder) relating to the business, finances, technology, products, services, or operations of the Trade Secret Holder.

Such information includes, without limitation, financial statements, analyses, budgets, forecasts, estimates, projects, processes, products, business operations, plans, programs, facilities, manufacturing activities, procurement and use of raw materials, marketing, research and development, technology, equipment and other assets, samples, prototypes, drawings, calculations, compilations, databases, know-how, concepts, intellectual property, costs, profits, sales, customer lists, customer requirements, internal customer acquisition methods, and information concerning existing or prospective customers and business partners.

With respect to specific processes or products, Trade Secrets shall also include information relating to formulas, compositions, manufacturing methods, intended uses, and other technical or scientific characteristics.

Trade Secrets shall further include agreements with customers or suppliers, quotations, invoices, quantitative reports, quality assurance reports, and information relating to potential acquisitions or disposals of assets, whether obtained directly from the Trade Secret Holder, its representatives, or any third party acting on behalf of the Trade Secret Holder.

Notwithstanding the foregoing, Trade Secrets shall not include information which:

- (a) is or becomes publicly available through no breach of this Agreement by the Recipient;
- (b) was lawfully known to the Recipient prior to disclosure by the Trade Secret Holder;
- (c) is lawfully obtained by the Recipient from a third party without restriction on disclosure;
- (d) is independently developed by the Recipient without reference to or use of the Trade Secret;
- (e) is approved for release in writing by the Trade Secret Holder.

2. Use of Trade Secrets

The Recipient acknowledges and agrees that the Trade Secret is disclosed solely for the Purpose.

The Recipient may use the Trade Secret exclusively to the extent reasonably necessary to accomplish the Purpose and for no other purpose whatsoever.

Without the prior written consent of the Trade Secret Holder, the Recipient shall not use the Trade Secret or any part thereof for its own benefit or for the benefit of any third party.

In particular, unless expressly authorized or required for the Purpose, the Recipient shall not modify, alter, combine, adapt, reverse engineer, disassemble, decompile, or otherwise attempt to derive information from any materials constituting part of the Trade Secret.

The Recipient shall not use the Trade Secret in any manner that would enable any third party to gain access to, use, or benefit from the Trade Secret or any part thereof.

3. Return of Materials

The Recipient may create and maintain copies, analyses, summaries, notes, records, and working materials containing Trade Secrets only to the extent reasonably necessary to accomplish the Purpose.

Upon completion of the Purpose, termination of discussions between the Parties, or earlier upon written request by the Trade Secret Holder, the Recipient shall promptly return to the Trade Secret Holder all documents, materials, and other tangible embodiments of the Trade Secret in its possession or control.

In addition, the Recipient shall destroy all analyses, notes, records, reports, diagrams, compilations, studies, and other documents containing or reflecting the Trade Secret or any part thereof.

Where reasonably practicable, the Recipient shall confirm such destruction in writing upon request.

The Recipient shall retain no copies or summaries of the Trade Secret except:

- (a) where expressly authorized in writing by the Trade Secret Holder;
- (b) where retention is required by applicable law, regulation, court order, internal compliance policy, or bona fide document retention procedures.

Any retained information shall remain subject to the confidentiality obligations contained herein.

Notwithstanding the foregoing, each Party may retain one copy of this Agreement solely for the purpose of determining its rights and obligations hereunder.

4. Ownership of Trade Secrets

The Recipient acknowledges and agrees that all Trade Secrets disclosed by the Trade Secret Holder shall remain the sole and exclusive property of the Trade Secret Holder.

Nothing contained in this Agreement, whether express or implied, shall be construed as granting any license, ownership right, intellectual property right, or other interest in or to the Trade Secrets, nor shall it obligate either Party to enter into any further agreement.

The Recipient acknowledges that no ownership rights are transferred by virtue of disclosure of any Trade Secret.

In the event that any Trade Secret or part thereof becomes the subject of a patent application, patent, copyright, trademark, service mark, utility model, industrial design, or any other intellectual property right application filed by the Trade Secret Holder under the laws of any jurisdiction, the Trade Secret Holder shall be entitled to all rights and remedies available under applicable law.

5. Protection of Trade Secrets

The Recipient undertakes to maintain the Trade Secret in strict confidence and shall exercise at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

The Recipient shall take all reasonable organizational, technical, and security measures necessary to prevent unauthorized access to, disclosure of, or use of the Trade Secret.

The Recipient shall limit access to the Trade Secret solely to its directors, officers, employees, advisors, consultants, and subcontractors who have a legitimate need to know such information for the Purpose and who are bound by confidentiality obligations no less restrictive than those set forth herein.

6. Compelled Disclosure

Should the Recipient be required by law, subpoena, court order, governmental authority, investigative request, regulatory requirement, or any other legal process to disclose any Trade Secret or any portion thereof, the Recipient shall promptly notify the Trade Secret Holder in writing, unless prohibited by law, so as to enable the Trade Secret Holder to seek a protective order, other appropriate remedy, or waiver of compliance with this Agreement.

If such protective order or other remedy is not obtained within a reasonable period of time, or if the Trade Secret Holder waives compliance with the provisions hereof, the Recipient shall disclose only that portion of the Trade Secret which it is legally obligated to disclose and shall use reasonable efforts to ensure confidential treatment of such information.

7. Equitable Remedies and Contractual Penalty

The Recipient acknowledges and agrees that any breach of this Agreement may cause immediate and irreparable harm to the Trade Secret Holder for which monetary damages alone may not constitute an adequate remedy.

Accordingly, should the Recipient breach any confidentiality obligation arising under this Agreement, the Trade Secret Holder shall be entitled to a contractual penalty in the amount of PLN 50,000 (fifty thousand Polish zloty) for each material breach, payable upon first written demand.

Payment of the contractual penalty shall not limit or prejudice the Trade Secret Holder's right to seek compensation exceeding the amount of the contractual penalty to the extent permitted under applicable law.

Without prejudice to the foregoing, the Trade Secret Holder shall be entitled to initiate legal proceedings and seek:

- (a) an injunction preventing any acts that may lead to the unlawful acquisition, use, or disclosure of the Trade Secret;
- (b) cessation of any unlawful acquisition, use, or disclosure of the Trade Secret;
- (c) withdrawal from circulation, seizure, recall, modification, deletion, or destruction of materials containing Trade Secrets where permitted by applicable law;
- (d) compensation for all actual damages and lost profits resulting from the breach;
- (e) publication of a final court judgment, where permitted by applicable law and ordered by a competent court.

8. Term of Confidentiality

This Agreement shall enter into force on the Effective Date and shall remain in force until terminated by either Party upon written notice.

The obligations relating to the protection and confidentiality of Trade Secrets shall survive termination of this Agreement and shall remain effective for so long as the relevant information retains the status of a trade secret under applicable law, and in any event for no less than twenty (20) years following termination of this Agreement.

The confidentiality obligations contained herein shall survive any termination of this Agreement regardless of the reason for such termination.

9. Amendments

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written understandings concerning such subject matter.

This Agreement shall apply to all Trade Secrets disclosed by the Trade Secret Holder to the Recipient before, on, or after the Effective Date, irrespective of the manner or form in which such information was disclosed.

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both Parties.

The Recipient shall not disclose the contents of this Agreement to any third party except where required by law or where disclosure is reasonably necessary to obtain legal, tax, accounting, or professional advice, provided that such advisors are bound by confidentiality obligations.

10. Assignment

Neither Party may assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets.

11. Termination

Either Party may terminate this Agreement at any time by providing written notice to the other Party.

In the event that the Recipient fails to perform, or improperly performs, any of its obligations under this Agreement, the Trade Secret Holder may terminate this Agreement with immediate effect by written notice.

Termination shall be without prejudice to any accrued rights, remedies, liabilities, or obligations of the Parties, including the confidentiality obligations set forth herein.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland.

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, which cannot be resolved amicably within thirty (30) days, shall be subject to the exclusive jurisdiction of the competent courts of Warsaw, Poland.

13. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

The Parties agree that signatures provided electronically, including qualified electronic signatures and signatures exchanged by PDF, shall have the same legal effect as original handwritten signatures to the fullest extent permitted by applicable law.

TRADE SECRET HOLDER

Name: _____

Title: _____

Signature: _____

Date: _____

RECIPIENT

Name: _____

Title: _____

Signature: _____

Date: _____