

Confidentiality Agreement (NDA)

Barlinek Inwestycje sp. z o.o. a company established and existing under the laws of the Poland legal entity code Poland, having its registered office at 74-320 Barlinek, ul. Przemysłowa 1, the data on the company are collected and stored in the Register of Legal Entities, represented by

, acting under the Articles of the (hereinafter – the “**Company**”),

and

....., a company established and existing under the laws of, legal entity code, , represented by), acting under the Articles of the company (hereinafter – the “**Nominee**”),

hereinafter in this Agreement collectively referred to as “**the Parties**” and individually – as “**the Party**”, have agreed and concluded this Confidentiality agreement (hereinafter – the “**Agreement**”).

WHEREAS

- (A) Parties are interested in cooperation in the implementation of the tender under the name of "Consulting engineering design and supply of components needed to build a pilot line".
- (B) The contract is funded by the National Centre for Research and Development in the framework of the Strategic program of scientific research and development, "Environment, agriculture and forestry" - BIOSTRATEG.
- (C) The Company shall disclose its confidential information, in particular an overall description of the project, to the Nominee, and Nominee shall disclose its confidential information, in particular information related to the existing technology and machines, to Company.
- (D) Nominee and Company shall use the respective other Party's confidential information for the purpose of the preparation and filing of the Funding Request only.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Confidential information

- 1.1. This Agreement, its performance, other contractual arrangements concerned, including any written, oral or any other information about the Company and obtained in any way from the Company or, its employees, representatives, shareholders, members of the management bodies or any information in any form obtained by the Nominee, including but not limited to any commercial (trade) secrets of the Company, any information in respect of which the Company is bound by an obligation of confidence to any third party, information about current and potential clients, customers, partners, employees or other related persons, volumes of sales, market and financial information, distribution of products. Confidential information as well is considered all documents of the Company, including commercial and other contracts, financial operations, undertakings, agreements and transactions, future plans, business strategies, anticipated transactions and other anticipated projects, participation in any projects. The same shall apply vice versa in view of any of the mentioned information of or related to Nominee. (Hereinafter – the “Confidential information”).
- 1.2. Regardless of the aforesaid, the following shall not be considered Confidential Information: (i) which was already owned by the recipient of the Confidential Information before the disclosure, (ii) which is or becomes publicly available other than through the breach of this Agreement by the fault of the recipient of the Confidential Information, or (iii) which was lawfully obtained from a third party who is lawfully in possession of such information and has the lawful right to disclose it, or (iv) that it is required to be disclosed pursuant to any applicable law, judicial order or governmental, revenue or other regulatory authority (or any requirement made pursuant to such rules) having the force of law.

2. The usage of the Confidential information

- 2.1. The Nominee and Company are obliged to neither disclose the respective other Party's Confidential Information to any third parties nor to use it for their own or a third party benefit. Nominee and Company may use the respective other Party's Confidential Information for the purpose of preparing and filing the Funding Request only.
- 2.2. Nominee and Company may not copy or in any other way reproduce the respective other Party's Confidential Information without prior written consent of that other Party.
- 2.3. Each Party must store, use, process, send and delete the respective other Party's Confidential Information applying proper safety means in order to prevent any unauthorized disclosure of the Confidential Information.

3. Liability provisions, Term of the Agreement

- 3.1. If one Party fails to duly perform any of its obligations under the Agreement, that Party shall pay reimburse the other Party for any damage based on such misbehavior subject to the applicable laws.
- 3.2. This Agreement shall come into force once executed by both Parties. It shall remain in force until the day a decision on the Funding Request is obtained, but expire after one year as of its execution at the latest.
- 3.3. All rights, title and property to/in view of the Confidential Information remain with the Party that discloses it, and no license or other right is granted to the receiving Party.

4. Final provisions

- 4.1. This Agreement shall be inseparable part of the tender's documents.
- 4.2. The Agreement is made in 2 (two) copies, each of which shall be deemed an original, and have equal legal effect. This Agreement is made in English language.
- 4.3. The Parties have read this Agreement, understood its contents and consequences, was consulted by lawyers and signed this Agreement as corresponding to their will and goals.
- 4.4. If individual provisions of this Agreement are void, this shall not affect the validity and applicability of the remaining provisions. The invalid provision shall be replaced by a new provision that best meets the economic intentions of the Contract Partners and complies with the applicable law.
- 4.5. The present Agreement shall be subject to the laws of Poland, excluding the United Nations Convention on the International Sale of Goods (CISG) and the provisions of the law on conflict of laws under international private law.

5. The Signatures of the Parties

Barlinek Inwestycje sp. z o.o.

date _____

date _____