

Appendix No. 4

NON-DISCLOSURE AGREEMENT

concluded on in Poznań between:

.....

represented by:

.....

hereinafter referred to as the “**Disclosing Party**” and

.....

represented by:

.....

hereinafter, the “**Interested Party**”, collectively, the “**Parties**”

Preamble

Given the fact that the parties intend to engage in cooperation, and thus reveal specifications, data and other strategic and technical information, the Parties conclude this agreement in order to govern the mutual relationship in relation to furnishing confidential information by the Disclosing Party to the Interested Party concerning:

.....

it was agreed as follows:

§ 1

Confidential Information

For the purposes of this Agreement, “**Confidential Information**” shall mean information related to trade secrets of the Disclosing Party and in particular, strictly confidential information related to:

1. Ideas and solutions (know-how) proposed by the Participants of the „**PUT StarT-Up – III Edition**” competition in the applications submitted in Phase 1;
 2. Ideas and solutions (know-how) consulted by the Participants of the „**PUT StarT-Up – III Edition**” competition in Phase 2 and presented in the presentations in the Phase 2 Final;
 3. Business strategies consulted, developed and proposed by the Competition Participants during Phase 2;
 4. other information and documents marked with a notice of “confidential”, “proprietary”, “secret” or any similar notice,
- in whatever form or medium provided to the Interested Party.

§ 2

Obligations of the Interested Party

1. In consideration of the Disclosing Party's disclosure to the Interested Party of the confidential information, the Interested Party agrees that it will keep it confidential for the duration of the cooperation between the Parties and for 5 years after its termination, and in particular, not to publish or disclose it to any third party, and to ensure its full protection.
2. The Interested Party shall in particular:
 - a) not disclose any confidential information to third parties other than such of its representatives who need to know the information for the sole purpose of the cooperation between the Parties referred to in the preamble to this Agreement. The Interested Party shall inform all persons who by reason of their participation in the implementation of cooperation will have access to confidential information of the obligations under this Agreement. The Interested Party shall be liable for any breach of the obligations hereof by persons indicated above as if such acts were the Interested Party's own.
 - b) not make any copies of confidential information received from the Disclosing Party, with the exception of copies necessary for the persons involved in the implementation of cooperation activities. Any copies made will be identified as property of the Disclosing Party and marked with a notice of "confidential", "proprietary" or any similar notice,
 - c) not use confidential information disclosed for purposes other than for the implementation of the cooperation,
 - d) in the event of discontinuation of the cooperation, the Interested Party shall immediately return all documents and information which include confidential information, leaving no copies. Discontinuation of the cooperation does not relieve the Interested Party from the obligation to maintain the confidentiality of confidential information entrusted to it under the terms of this Agreement,
 - e) not use, without the consent of the Disclosing Party, any of the information obtained for the purposes of study, research and other similar purposes.

§ 3

Exceptions to confidentiality

The agreement does not apply to information which:

1. entered the public domain, otherwise than as a result of the breach of this Agreement;
2. is known to the Interested Party from other sources without the obligation to keep such information confidential and through no breach of this Agreement;
3. is disclosed to the public by a written consent of the Disclosing Party.

§ 4 Title

All rights to confidential information acquired by the Interested Party during the cooperation between the Parties and the right to reports, analyses and studies prepared with the use of confidential information shall remain the property of the Disclosing Party.

§ 5 Contractual indemnity

In respect of any breach of the obligations set out in the agreement on the principles of the use, disclosure, storing and transmitting confidential information acquired by the Interested Party from the Disclosing Party, the Disclosing Party is entitled to claim from the Interested Party payment of compensation on general principles resulting from the provisions of the Civil Code, up to the amount of the actual damage suffered.

§ 6 Termination of the Agreement

Each Party may, in writing, terminate this agreement at any time, for any reason, subject to the obligations of each party in respect of confidential information acquired during the term of this agreement which shall survive its termination.

§ 7 Final provisions

1. Parties duly agree that the mutual exchange of information shall not be construed as an obligation to enter into a specific agreement between the Parties
2. To all matters not regulated in this Agreement, the relevant provisions of the Civil Code shall apply.
3. To be valid, amendments to this Agreement must be in written form.
4. All disputes arising under this Agreement shall be resolved by a common court of law competent for the seat of the Disclosing Party.
5. This Agreement has been drawn up in two counterparts, one for each Party.

DISCLOSING PARTY

INTERESTED PARTY

.....

.....