

NON-DISCLOSURE AGREEMENT

concluded on _____ (hereinafter referred to as the "**Agreement**") between:

Shaped Thoughts sp. z o.o. with its registered seat in Warsaw, at Domaniewska 37 lok. 2.43, 02-672 Warsaw, entered into the Register of Companies of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register under a KRS file number: 0000974270, NIP (tax number): 5213970274, REGON (statistical number): 522151380, represented by:
Mateusz Chrząszcz – Chairman of the Board (Prezes Zarządu),
Bartosz Czerwiński – Deputy Chairman of the Board (Wiceprezes Zarządu),

hereinafter referred to as "**Shaped Thoughts**",

and

_____ with its registered seat in _____,
at _____, represented by:

hereinafter referred to as the "**Partner**",

hereinafter jointly referred to as the "**Parties**" or each of them separately as the "**Party**".

§ 1. Representations of the Parties

1. The Parties represent that:
 - a) they intend to engage in activities aimed at establishing potential cooperation between the Parties and/or engage in cooperation with regard to project consultancy and implementation and delivery of IT projects or services (hereinafter referred to as the "**Purpose**");
 - b) in the course of realizing the Purpose Confidential Information may be disclosed;
 - c) given the above, it is deemed necessary to maintain the confidentiality of Confidential Information, including information of a technical, technological, organizational or business nature, including legally protected information, which the Parties will obtain in connection with the above activities.

§ 2. The confidentiality obligation

1. By "**Confidential Information**" the Parties shall mean any information expressed in any form, regardless of the form in which it is recorded, including, in particular, in writing, on electronic media or orally, regardless of whether the Party received it directly from the other Party or through its subcontractors or third parties acting on its behalf or for its account, which information has not been made public by the Party to which the information relates. Confidential Information shall include in particular:
 - a) to which confidentiality has been reserved in any form - regardless of the content of such information;
 - b) commercial, financial, technical, technological, organizational information constituting a trade secret of the Party within the meaning of the Polish Act on Combating Unfair Competition of April 16, 1993;
 - c) any personal data provided by a Party to realize the Purpose;
 - d) information on the negotiation, conclusion, content and execution of agreements between the Parties;
 - e) data of contractors, including customers with whom the Party cooperates (in particular, data such as names, contact details, terms of cooperation, billing terms, applied rates);
 - f) data of the Party's employees or persons with whom it cooperates regardless of the type of legal relationship underlying the cooperation;
 - g) rules for the launch of new products and services to the market by the Party or its contractors;
 - h) any and all know-how, business concepts, technical and organizational intents, information on sales processes and customer service, modules, samples, prototypes or parts thereof, software, documentation and data that may become available during their use, testing or viewing, information of a technical, technological, commercial, financial and organizational nature related to the subject matter of potential cooperation between the Parties regardless of the form in which they are recorded.

2. Under the Agreement, the Parties undertake to keep the Confidential Information of the other Party confidential, including not to transfer or disclose the Confidential Information to any person or third party without the express consent of the other Party, and to use the Confidential Information only to realize the Purpose.
3. In order to implement the provisions of point 2 above, the Parties undertake to protect the Confidential Information from disclosure to unauthorized persons, in particular:
 - a) to maintain the Confidential Information in confidence, protecting it with utmost care, in any case to a degree no less than that resulting from the exercise of due diligence associated with the professional nature of the business and compliance with the rules of access and transmission of information specified by the Party;
 - b) to duly safeguard the Confidential Information;
 - c) to use Confidential Information only for the realization of the Purpose;
 - d) not to copy or otherwise reproduce the Confidential Information for purposes other than the realization of the Purpose;
 - e) promptly notify the other Party of the loss, disclosure or reproduction of the Confidential Information without authorization or of the fact of failure to maintain confidentiality;
 - f) to refrain from any action, which will not constitute the realization of the Purpose, aimed at acquiring (or processing in any form) Confidential Information by means of reverse engineering, i.e. through observation, examination, dissection as well as testing of the product/service that has been made available to the other Party.
4. Disclosure of Confidential Information to third parties, or its use for purposes other than the realization of the Purpose, shall require the express consent of the other Party expressed in writing or via e-mail under pain of nullity.
5. The Parties represent that the consent referred to in point 4 above may be withdrawn at any time. The statement of withdrawal of consent shall be expressed in writing or via e-mail under pain of nullity.
6. The Parties may, if required hereunder, disclose the Confidential Information to their employees and advisors, as well as their affiliates, subcontractors and data processing services providers, with reservation that the use of the Confidential Information by these entities shall not go beyond the scope of the use thereof by the Parties. The parties shall oblige these entities at least to the same extent as they have executed the confidentiality obligation hereunder.
7. In case of doubt as to whether a particular piece of information constitutes Confidential Information, the Party which received the information shall keep it confidential until the Party which disclosed the information clarifies the indicated doubt.
8. The confidentiality obligation shall not apply to the Confidential Information:
 - a) the disclosure of which is required on the basis of applicable laws and regulations;
 - b) that is to be disclosed at a request of a competent authority, providing such competent inspection authority has been notified of a confidential nature of this information;
 - c) that is already in public domain;
 - d) that the Party has acquired or will acquire from the third party, providing under applicable laws and regulations or any contractual undertaking that has been assumed thereby this information is actually authorized to be disclosed, and providing the Party has executed a relevant confidentiality obligation;
 - e) the Party has acquired in compliance with applicable laws and regulations, prior to the date of obtaining thereof under this Agreement;
 - f) concerning the execution of the Agreement and its special terms and conditions the disclosure of which may be actually effective only at a request of an audit firm or an advisory or consulting firm, providing that these firms have been notified beforehand of a confidential nature of this information.
9. At the request of the Party which disclosed Confidential Information, with reservation of the other Party's right to retain Confidential Information to the extent necessary to protect its rights and perform its obligations under generally applicable laws, if the Parties do not establish cooperation as a result of realizing the Purpose or they end the established cooperation, the Party which received the information shall, in accordance with the disclosing Party's instructions, return, destroy or delete all Confidential Information provided by the disclosing Party within 14 days from receiving the request and confirm the performance of the above obligation.
10. The obligation provided for in point 9 above shall not apply to electronic backups made in accordance with information technology and Confidential Information or copies thereof to be kept by the receiving Party in accordance with applicable law and for the time required by law, or in accordance with good market practices, provided that such information is to be covered by the obligation to keep it confidential for the entire time it is in its possession.

§ 3. Term and termination

1. This Agreement is concluded for an indefinite term.
2. Either Party may terminate this Agreement only for valid reasons subject to a 1-year notice effective at the end of the calendar year. A termination notice shall be delivered by e-mail under pain of nullity.
3. The obligation to maintain confidentiality under this Agreement shall bind the Parties during the term of the Agreement and for period of 5 years after its termination whatever the cause, subject to paragraph 2 point 9 above.

§ 4. Final provisions

1. The Parties hereby agree that unless the Agreement explicitly provides for the requirement to apply a written form, any and all arrangements and notifications made hereunder shall be made in written form or by e-mail.
2. Any and all amendments, supplements or notice of termination of the Agreement shall be made in written form or by e-mail, otherwise null and void.
3. The law applicable to the Agreement shall be Polish law. In matters not regulated by the provisions of the Agreement, the provisions of the Polish Civil Code shall apply.
4. The Parties shall make all possible efforts for any and all disputes hereunder to be settled in an amicable manner. In case of a failure to reach an agreement, the Parties shall refer a dispute to be settled by court with jurisdiction over the registered office of Shaped Thoughts.

**For and on behalf of
Shaped Thoughts:**

**For and on behalf of the
Partner:**

*(signature of person authorized to represent
Shaped Thoughts)*

*(signature of person authorized to represent the
Partner)*