NON-DISCLOSURE AGREEMENT

concluded on ....…. 2022,

by and between:

**Solaris Bus & Coach sp. z o.o.** with its registered office in Bolechowo-Osiedle (ul. Obornicka 46, Bolechowo-Osiedle, 62-005 Owińska), entered in the Register of Entrepreneurs of the National Court Register under KRS no. 0000856560, whose registration files are kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, Tax Identification No. (NIP) 524-00-15-630, Business Statistical No. (REGON), Waste Management Database No. (BDO) 000019042, share capital of PLN 160,169,580.00, hereinafter referred to as “**Solaris**”,

represented by:

…………….….

………………..

and

……………….., hereinafter referred to as “**Contractor**”

represented by:

………………..

Both Solaris and the Contractor may be hereinafter individually referred to as the “**Party**”/ the **“Other Party”**, and jointly as the **“Parties”**.

**Preamble**

The Parties intend to cooperate in the field of ………………... (“**Cooperation**”).

#  **§ 1**

1. In connection with the planned Cooperation, the Parties intend to make Confidential Information available to each other and, in order to maintain their confidentiality, they hereby conclude this agreement (“**Agreement**”**)**.
2. The term **Confidential Information** is understood by the Parties as any information, materials, documents, data in an oral, written, electronic or recorded in any other form, concerning the conditions of Cooperation, activities, plans and strategies of one of the Parties (including in particular financial and legal data, data concerning sales, advertising and promotion strategies), all technical and technological data regarding production, the repair and servicing of products (know-how), and also data regarding actual and potential clients and contractors of one of the Parties, made available directly by one of the Parties or through persons acting on its behalf or under its instructions, or which the Other Party obtains in another manner during the preparation or implementation of the Cooperation, as well as any information provided as “confidential”, excluding the information referred to in § 2(4) hereof.
3. The disclosure of any Confidential Information by one of the Parties to a third party requires prior written consent of the Other Party.

# **§ 2**

1. Each Party undertakes to ensure, acting with the utmost diligence, that Confidential Information is kept confidential, both during the preparation or implementation of the Cooperation and after its termination.
2. The obligation stipulated in § 2(1) also applies to all persons with the assistance of whom the Party executes the Agreement (“**Personnel**”).
3. In particular, the Parties are obliged to:

### use the Confidential Information solely for the Cooperation and to the extent specified herein,

### not disclose Confidential Information to any third party, including any individual, business entity or authority,

### ensure that the means of communication and storage media used by them to receive, transmit, store and use the Confidential Information guarantee the security thereof preventing access by unauthorized third parties,

### use all reasonable and available measures (including technical measures) necessary to secure information carriers (including documents, hard disks, portable storage media, computer systems, etc.) containing Confidential Information of the Other Party,

### not to duplicate Confidential Information except as necessary to implement the Cooperation,

### ensure that Personnel with access to Confidential Information do not duplicate Confidential Information, disclose Confidential Information to third parties, or use or handle Confidential Information, directly or indirectly, including in particular in the performance of any services for third parties,

### ensure that Confidential Information is stored under conditions that ensure its confidentiality, prevent access by unauthorized persons, and that media for Confidential Information are not lost or destroyed.

### 4. The confidentiality obligation stipulated in § 2 hereof does not apply to the Confidential Information:

1. if the Party can document that it was in that Party's possession at the time of disclosure by the Other Party without breach of the Agreement or applicable law,
2. which is or will become publicly available otherwise than by act or omission of a Party, its representatives, employees or agents,
3. which was widely known at the time of its disclosure or was publicly available through no fault of the receiving Party,
4. if under the applicable law it must be disclosed to the competent authorities or courts, provided that the Party notifies the Other Party of such disclosure promptly, but no later than within 14 days,
5. if a Party has agreed in writing to disclose the Confidential Information, only to the extent specified by such Party.

 **§ 3**

1. The obligation to maintain the confidentiality of Confidential Information and the other obligations of the Parties under the Agreement will survive for the entire period of Cooperation and for 10 years after the termination of the Cooperation, regardless of the legal and factual grounds for such termination.
2. Earlier termination of the Agreement is possible only by agreement of the Parties.
3. Should the Parties fail to engage in Cooperation, the Parties, at the written request of the Other Party, immediately transfer all Confidential Information of the Party in their possession, recorded in any form (including in written and electronic form).

**§ 4**

1. Each Party agrees to return to the Other Party or destroy, without leaving any copies to itself, any carriers containing Confidential Information promptly upon the Other Party's request, but no later than 3 business days from the date of the request.
2. In case of disclosure of Confidential Information, a Party is obliged to pay the Other Party a contractual penalty in the amount of PLN 500,000.00 (say: five hundred thousand) for each case of disclosure.
3. The Party has the right to claim damages in excess of the amount of the contractual penalty referred to in § 4(2) hereof on general terms.
4. The Parties declare that if the Personnel of any Party violate the obligations referred to in § 2 hereof, this Party is liable for such violation as for its own.
5. The Parties declare that they have appropriate procedures and safeguards in place to guarantee the confidentiality of Confidential Information provided to each other.

**§ 5**

1. Any amendments hereto must be in writing, or else null and void.
2. This Agreement has been drawn up in two counterparts, one for each Party. The Agreement may be drawn up in a single copy, to which the Parties affix their qualified electronic signatures.
3. The Agreement is governed by Polish law, in particular the provisions of the Polish Civil Code.
4. The Parties attempt to resolve any disputes amicably. Should it not be possible to settle the matter amicably, the competent court to resolve the dispute is a common court having jurisdiction over the registered office of Solaris.
5. The Agreement enters into force on the date of its signing.

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 **Solaris Contractor**