

## NON-DISCLOSURE AND NON-USE AGREEMENT

**WHEREAS**, the Parties desire to enter into business relationship on the basis of which Receiving Party shall render the translation/interpretation services on demand of the Disclosing Party;

**WHEREAS**, in connection with the performance of the said services the Disclosing Party will provide or disclose to the Receiving Party materials containing certain business, trade, scientific, technical, financial, commercial, legal or other information that are of the confidential nature and may (in some instances) belong to third parties;

**WHEREAS**, the purpose of this Agreement is to regulate the treatment of any Confidential Information (as hereinafter defined) which may be disclosed by the Disclosing Party to the Receiving Party so as to protect the proper interests of the Disclosing Party and the third parties who own the Confidential Information whilst the information is in the possession or control of the Receiving Party.

### **NOW IT IS HEREBY AGREED:**

1. For the purposes of this agreement, the term "Confidential Information" shall be defined as any information, technical and non-technical data, market information, sales information, financial information, business plans, strategies, products, processes, specifications, techniques, research results, developments, inventions, trade secrets, know-how or commercial-in-confidence information disclosed by the Disclosing Party to the Receiving Party during the term of this Agreement, and all documents containing such information or based on such information. The term "Confidential Information" shall also cover the existence and contents of this Agreement. Any Confidential Information submitted by the Disclosing Party to the Receiving Party will have the status of confidentiality regardless of whether identified or not as confidential. Disclosure of Confidential Information may be made orally, electronically, visually or in material form such as (by way of example and without limitation) written documents, drawings or other electronic media.

PROVIDED that the obligations herein undertaken shall not apply to information which:

- (a) at the time of disclosure is in the public domain or after disclosure comes into the public domain through no breach of this agreement or other fault of the Receiving Party, or
- (b) the Receiving Party can show was in its possession at the time of disclosure or which is independently developed by it and was not acquired directly or indirectly from the Receiving Party, or
- (c) is made public at any time by the Disclosing Party, or by others with the permission of the Disclosing Party, or
- (d) is received by the Receiving Party from a third party without a breach of the confidentiality obligation of such third party, or
- (e) the Receiving Party is required to disclose, retain or maintain by law or any regulatory or government authority or by any order or injunction of any court having jurisdiction over the Receiving Party; provided, however, that in such case, and except where impractical, the Receiving Party shall give the Disclosing Party reasonable advance notice of the applicable disclosure requirement (including a copy of any applicable subpoena or order) and shall afford the Disclosing Party an

opportunity to oppose, limit or secure confidential treatment for such required disclosure. In addition, in the event of any such required disclosure, the party required to disclose shall disclose only that portion of the Confidential Information that it is legally required to disclose.

3. The disclosure of Confidential Information by the Disclosing Party to the Receiving Party under this agreement shall be solely for the specific purpose of rendering the translation services. The Receiving Party may not expand or modify the scope of the purposes specified therein without the prior written consent of the Disclosing Party.

All Confidential Information shall at all times remain the property of the Disclosing Party (or a respective third party), and any disclosure of such Confidential Information shall not constitute or imply the grant of a licence to the Receiving Party for any other use of the Confidential Information, nor shall it imply any transfer to the Receiving Party of any right, title or interest therein nor to any intellectual property right (copyright, patent, patent application, trademark, trade secret, know-how or other) subsisting therein.

4. The Receiving Party agrees that it shall protect the confidentiality of and take all reasonable steps to protect the unauthorized disclosure or use of the other's Confidential Information. In general, the Receiving Party shall afford to any Confidential Information disclosed to it the same degree of protection as it would afford to its own but which will never be lower than the reasonable degree of care. The Receiving Party shall also ensure that all its agents and contractors providing services as well as institutions or other third parties with which Recipient may be affiliated, execute appropriate agreements containing confidentiality provisions consistent with the terms of this Agreement. Specifically, the Receiving Party shall take all proper and reasonable measures to maintain the confidentiality of all Confidential Information which is disclosed under this agreement, and shall not:

- (a) use any such Confidential Information for any purpose or purposes other than rendering translation services and in particular shall not use it for any commercial or non-commercial purpose;
- (b) make any copy or abstract of any such Confidential Information without the express prior written permission of the Disclosing Party;
- (c) disclose any such Confidential Information to any third party without the express prior written permission of the Disclosing Party;
- (d) disclose any such Confidential Information to its employees, agents, counsel or representatives, except to the extent necessary to fulfil the purposes of rendering translation services and strictly on a definable need-to-know basis, in which case it shall make such employees, agents, counsel or representatives aware of the confidential nature of the information and obtain their express prior written agreement to the conditions of disclosure herein, except with respect to disclosures to professional counsel bound by professional rules of secrecy;

5. The Disclosing Party may at any time require the Receiving Party forthwith to return or to destroy all Confidential Information, which was provided in material form, and/or to destroy any copies thereof and to certify to the Disclosing Party that such destruction has been carried out.

6. This Agreement shall take effect as of the date of its signature set forth below. All non-disclosure and non-use obligations set forth in this Agreement shall remain in effect for a period of ten (10) years from its termination or expiry.

7. Nothing in this Agreement is intended to create or imply any obligation of any party to negotiate, discuss or enter into any transaction or agreement with the other party.
8. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns. This Agreement may not be assigned or transferred, by any means, by either party without the express prior written consent of the other party.
9. This Agreement shall be governed by and construed in accordance with the laws of Poland, regardless of the conflict of laws principles that might otherwise result in the application of the laws of another jurisdiction. Any disputes regarding the existence, validity, interpretation or performance of this Agreement or otherwise arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Court having the jurisdiction over the registered office of Disclosing Party.
10. The Receiving Party shall hold harmless and indemnify the Disclosing Party from any claim, damage or loss resultant, whether direct, consequential or otherwise, arising from the breach of this agreement, including but not limited to unauthorized disclosure of Confidential Information. The Receiving Party acknowledges that disclosure or use of the Disclosing Party's Confidential Information in violation of this Agreement could cause irreparable injury to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party, therefore, agrees that the Disclosing Party will have the right, in addition to its other rights and remedies hereunder, to seek injunctive relief, temporary restraining orders and preliminary injunctive relief for any such disclosure or use in violation of this Agreement in a court of competent jurisdiction.
11. Failure by the Disclosing Party on one or more occasions to avail itself of a right conferred by this Agreement shall not be construed as a waiver of such Party's right to enforce such right or any other right.
12. Nothing in this Agreement shall create or be deemed to create any relationship of employment, agency, partnership or joint venture between the Parties.
13. If a Court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.
14. This Agreement contains the whole agreement between the Parties and supersedes all previous agreements and understandings between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing signed by both the Parties.
15. No amendment, waiver or modification of any terms of this Agreement shall be binding upon a Party unless expressly made in writing through the mutual consent of the Parties.
16. Any notices given under this Agreement shall be in writing and shall be given by personal delivery, or sent to its respective address set forth above, or at such other address as such Party may specify by (a) facsimile transmission (with message confirmed during normal business hours); (b) first class mail, postage prepaid; (c) equivalent overnight delivery service, delivery charges prepaid; or (d) electronic transmission.
17. This Agreement may be executed in one or more counterpart copies, each of equal dignity, which, when joined, shall together constitute one agreement. Any photocopy or facsimile or electronic version of this Agreement, or of any counterpart, shall be deemed the equivalent of an original.