**Att. 2**

**Non-disclosure agreement**

concluded on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Ożarów Mazowiecki by and between:

(1) VIGO System Spółka Akcyjna with its registered seat in Ożarów Mazowiecki, 129/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS no. 0000113394, NIP no.: 5270207340, REGON no.: 010265179, with share capital of PLN 729,000.00 (fully paid) (hereinafter referred to as: “VIGO” or “Disclosing Party”), represented by:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

and

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: „Contracting Party” or “Receiving Party”), represented by:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

VIGO and Contracting Party shall be individually referred to as “Party” and jointly as “Parties”.

Parties concluded the following agreement:

1 Confidential Information

1.1 For the purpose of this agreement confidential information means any and all technical, technological, economical, financial, commercial, business, legal and/or organisational information, as well as personal data and/or any other information of whatever nature relating to VIGO, of any value, undisclosed to public, acquired by Contracting Party in any way during negotiations and/or cooperation with VIGO, regardless from its source and form of its acquisition and recording (hereinafter referred to as: “Confidential Information”).

1.2 For the purpose of this agreement, Confidential Information include in particular (but not limited to) any and all data relating to VIGO’s know-how and/or technology made or used by VIGO, either protected by patent rights or any other rights, including data relating to devices, modules, samples, prototypes or parts of them, as well as programmes, codes, instructions, technical documentation, results of researches, scientific methods and/or any other data that Contracting Party acquires while using, testing or reviewing them.

1.3 For the purpose of this agreement, Confidential Information means not only information relating directly to VIGO, but also information relating to VIGO’s subsidiaries and/or associated entities.

1.4 Qualification of any information as Confidential Information does not require any “confidential information” clause and/or any other symbol or sign, as well as it does not require any declaration of its confidentiality and/or any VIGO’s action to protect the information.

2 Confidentiality obligation

2.1 Under this agreement, Contracting Party is obliged to keep in secret and undisclosed any and all Confidential Information relating to VIGO.

2.2 Confidentiality obligation applies to Contracting Party, as well as to its employees, associates, contractors, subcontractors and/or any and all persons or entities legally or factually connected with Contracting Party, operating jointly with Contracting Party or for Contracting Party, on any basis. Contracting Party shall undertake any and all actions required to apply this agreement by the aforementioned persons, as well as Contracting Party is responsible for these persons’ actions as for its own actions, under the rules specified in this agreement.

2.3 Within the confidentiality obligation, Contracting Party shall undertake any and all actions required to prevent Confidential Information from being disclosed to unauthorised persons. In particular, but not limited to, Contracting Party:

2.3.1 shall keep Confidential Information in secret and protect it at least in a way in which Contracting Party protects its own commercial secrets;

2.3.2 shall not copy and/or duplicate Confidential Information in a scope excessing the purpose of this agreement;

2.3.3 shall protect Confidential Information against theft or unauthorised access;

2.3.4 shall provide appropriate software protection guaranteeing confidentiality of Confidential Information within communication procedures and any other activities realised by means of distance communication;

2.3.5 shall provide its computer systems, communications procedures and means of distance communication with identification and authorisation mechanisms.

2.4 Contracting Party shall without any delay, but in any case no later than within one calendar day, inform VIGO about any case of violating the confidentiality obligation imposed under this agreement.

3 Use of Confidential Information

3.1 Contracting Party is allowed to use Confidential Information only for the purpose of negotiations and/or cooperation with VIGO.

3.2 Contracting Party shall not disclose Confidential Information to any third party without the prior written authorisation of VIGO.

3.3 If Contracting Party delegates its duties resulting from negotiations and/or cooperation with VIGO to any third party, Contracting Party is allowed to transfer Confidential Information to this third party only if it is required to properly maintain duties by this third party, and under condition that this third party is obliged in writing to keep confidentiality in a scope not narrower than in this agreement. Contracting Party is responsible for the third party’s actions as for its own actions, under the rules specified in this agreement.

4 Exclusions:

4.1 For the purposes of this Agreement information and ideas shall not be considered to be Confidential Information if such information and ideas are:

4.1.1 in or pass into the public domain other than by breach of this Agreement;

4.1.2 known to the Receiving Party prior to disclosure by the Disclosing Party;

4.1.3 disclosed to the Receiving Party without restriction by a third party having the full right to disclose;

4.1.4 independently developed, in accordance with the provisions of law and this agreement, by an employee of the Receiving Party to whom no disclosure of Confidential Information has been made.

4.2 The Receiving Party shall be permitted to disclose Confidential Information when required to do so by law. The Receiving Party shall, where permitted, provide the Disclosing Party with prior written notice of such disclosure to enable the Disclosing Party to seek a protective order or other appropriate remedy.

4.3 Contracting Party shall inform VIGO immediately if Confidential Information is disclosed to public or if any public authority requires Confidential Information to be disclosed on the basis of point 4.2 above.

4.4 Contracting Party shall inform VIGO, as specified in point 4.3 above, before disclosing Confidential Information to public authority and shall specify the scope of Confidential Information which is to be disclosed, unless the disclosure in question is forbidden under the applicable law.

5 Breach of the confidentiality obligation

5.1 If Contracting Party violates its obligations under this agreement, it shall pay to VIGO a contractual penalty in the amount of PLN 10.000,00 (in writing: ten thousand PLN) for each violation.

5.2 VIGO is allowed to claim damages exceeding the amount of the contractual penalty specified in point 5.1 above under general rules.

5.3 Contracting Party takes into consideration and acknowledges that unauthorised use of Confidential Information can constitute an act of unfair competition in the meaning of art. 11 of the Unfair Competition Act of 16 April 1993 (J. of L. 1993, no. 47, item 211, as amended) and it can cause consequences specified in this Act.

6 Time limits regarding the confidentiality obligation

6.1 The confidentiality obligation under this agreement is indefinite and lasts both during the tender procedure or the cooperation of the Parties, as well as after the end of the tender procedure or cooperation in question.

7 Communication between the Parties

7.1 Parties hereby declare that the communication between them connected with this agreement shall be in writing or by e-mail, to the following addresses:

7.1.1 For VIGO:

- address: 123/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland;

- contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;Dominik Nowak ;

- e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;dnowak@vigo.com.pl;

7.1.2 for Contracting Party:

- address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

- contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

- e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7.2 Communication in writing or by e-mail under this agreement for its effectiveness requires respectively written or e-mail confirmation by the other Party.

8 Final provisions

8.1 VIGO is the exclusive owner of Confidential Information. Disclosure of Confidential Information to Contracting Party does not provide Contracting Party with any right to Confidential Information, except from the right to use it in compliance with this agreement.

8.2 Contracting Party is not entitled to any remuneration for confidentiality under this agreement.

8.3 This agreement shall be governed by the laws of Poland. Any disputes resulting from a conclusion or execution of this agreement shall be exclusively resolved by the Polish courts.

8.4 Any disputes resulting from a conclusion or execution of this agreement shall be resolved amicably. If the dispute in question cannot be resolved amicably, it shall be submitted to the court applicable with regard to VIGO’s registered seat.

8.5 Unless the amendments to this agreement are made in writing, they shall be null and void.

8.6 If the agreement has been concluded in Polish and English language version, and if there is any discrepancy between these language versions, Parties hereby declare that the Polish version shall prevail.

8.7 This agreement has been prepared in two identical copies, one for each Party.

For VIGO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Contracting Party:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_