**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-disclosure Agreement was concluded in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between:

**Nesetten GmbH,** a company incorporated and existing under the German law, having its registered office at Ringstraße 4, 18059 Papendorf, Germany, registered in Rostock, under registration number: HRB 15767, VAT UE: DE 35 179 7075, represented by Pawel Warszycki (CEO), hereinafter referred to as the "**Company**”;

and

**[…],** a company incorporated and existing under the […] law, having its registered office at […], registered in […] under registration number: […] VAT-EU: […], represended by […],

– hereinafter referred to as the “**Recipient of Confidential Information**”.

The Company and the Recipient of Confidential Information are hereinafter jointly referred to also as the "Parties”, and each separately as the "Party".

*Petitum:*

1. The Company and the Recipient of Confidential Information intend to start discussions regarding the launch of potential cooperation in the area of investment or other support from the Recipient of Confidential Information to the Company, hereinafter: the "**Cooperation**".
2. In connection with the facts described in points 1 above the Recipient of Confidential Information will receive from the Company relevant information, data or materials related to the Cooperation.
3. The Company agrees to make available to the Recipient of Confidential Information relevant information, data or materials of confidential nature regarding the Cooperation.
4. **CONFIDENTIALITY CLAUSE:**
	1. Due to the necessity to obtain by the Recipient of Confidential Information access to specific information qualified by the Company as confidential, in particular to the Company’s documents, materials and other data provided by the Company to the Recipient of Confidential Information, it is necessary to protect such documents, materials and information against unauthorised disclosure, transfer or use.
	2. All information disclosed, as well as all other information covered by the scope of trade secret, irrespective of the fact whether the Company took adequate measures to protect such data, and moreover in the scope not corresponding to the scope of information, documents and other materials covered by the scope of trade secret – any financial, technical, operational, administrative, business, corporate, commercial information disclosed orally, visually, in writing or in an electronic form or in any other form, made available to the Recipient of Confidential Information by the Company, as well as members of their bodies, their employees, persons acting on the instructions of the Recipient of Confidential Information, including advisers, as well as any other information not included in the above-mentioned scope transferred to the Recipient of Confidential Information under, even implicit, condition of confidentiality, irrespective of its nature, scope and manner of expression (“**Confidential Information**”), shall be subject to protection hereunder.
	3. The Parties agree that pursuant to this Agreement the protection covers also information transferred to the Recipient of Confidential Information directly by third parties, in particular companies from KIC InnoEnergy group, if it is connected in any way with the current or planned cooperation of the Recipient of Confidential Information with the Company, including with projects, concepts or business plans implemented or conducted by the Recipient of Confidential Information, with participation of the Recipient of Confidential Information or in collaboration with the Recipient of Confidential Information under such cooperation, irrespective of its nature, scope and manner of expression. For avoidance of doubts, this shall apply also to information whose holders, in any sense, are third parties, which does not exclude in any way the protection afforded to these parties and the possibility of applying by these parties certain measures of such protection. All information referred to above is also qualified hereunder as Confidential Information.
	4. Therefore, the Recipient of Confidential Information also agrees that, without any additional conditions, restrictions or reservations, that without prior consent of the Company expressed in writing, otherwise null and void:
5. The Recipient of Confidential Information will not use Confidential Information in any form and in any scope,
6. The Recipient of Confidential Information will not transfer Confidential Information to third parties in any form and in any scope,
7. The Recipient of Confidential Information will not disclose Confidential Information in any form and in any scope,
* for the other purposes than to undertake actions or in connection the Cooperation,
1. The Recipient of Confidential Information will ensure safety of any Confidential Information and protect it against theft, damage, loss or unauthorised access.
	1. The Parties agree that the confidentiality obligation referred to above shall not apply to:
2. Information that may be treated as Confidential Information but that became publicly available, however in other way than breach of any confidentiality obligation or provisions of law, including information stored in publicly available registers, books and records, excluding sources the access to which is restricted in any way.
3. Confidential Information that the Recipient of Confidential Information is obliged to transfer or disclose to fulfil the obligation resulting from legal provisions in force, binding court judgement or final administrative decision, however each time before performing such activities the Recipient of Confidential Information shall notify the Company in writing, specifying the scope of transferred or disclosed Confidential Information, the reason and form of its transfer or disclosure and detailed legal basis (unless such notification is forbidden under legal provisions in force).
4. Protection of Confidential Information
	1. The Recipient of Confidential Information agrees to maintain confidentiality of Confidential Information and to use Confidential Information exclusively for the purposes defined in the Petitum hereto and to apply in respect of it at least the same precautionary measures and the same protective measures as the ones applied in respect of its own confidential information.
	2. The Recipient of Confidential Information agrees to store Confidential Information in safe environment and agrees not to copy, reproduce or in any other way preserve and disseminate Confidential Information or parts thereof, except in cases of internal use, when it is necessary for the purpose of obtaining this information, referred to in Petitum above.
	3. If transferred information constitutes information protected under generally applicable provisions of law, the Recipient of Confidential Information agrees to abide by relevant legal regulations regarding protection of such information.
	4. The Recipient of Confidential Information agrees that Confidential Information will be communicated only to such authorised persons to whom such information must be provided to achieve the objective specified in the *petitum* hereof, who will be clearly informed before about the nature of Confidential Information and about the obligation of the Recipient of Confidential Information resulting from this Agreement, subject to point 2.5 below.
	5. The Recipient of Confidential Information guarantees that authorised persons to whom Confidential Information will be communicated will be informed about obligations resulting from this Agreement and will commit in writing not to disclose and not to use Confidential Information and to protect Confidential Information on terms defined herein.
	6. At the request of the Company the Recipient of Confidential Information shall immediately return all materials, analyses or other documents (in a written, electronic or other form) provided by the Company, shall destroy all materials containing Confidential Information and shall delete from memory of its computers, text editors and similar media all materials constituting Confidential Information, including every copy, in the scope allowed by configuration of systems of the Recipient of Confidential Information. This provision shall apply also to all notes, memoranda, studies, analyses or other documents or materials with all copies, summaries or reprints.
	7. The Parties acknowledge that in respect of information sent by electronic means or via the Internet it is not possible to guarantee its safety, it is possible that such information may include errors, may be intercepted, damaged, lost or destroyed, it may reach the addressee with delay or in an incomplete form or may contain other flaws, and its use in a safe manner would be impossible.
	8. Disclosure of Confidential Information to a third party is permitted only after obtaining prior consent of the Company in a written form or electronic form signed by electronic signatures, otherwise null and void, on terms defined by the Company.
	9. The Parties ensure that the provisions hereof will be observed and executed by persons to whom they will transfer Confidential Information. The Recipient of Confidential Information shall be responsible for observance of the provisions hereof by all such persons as for its own acts or omissions.
5. RESPONSIBILITY FOR BREACH OF THE AGREEMENT
	1. In the event of breach by the Recipient of Confidential Information of any obligations specified herein the Company is entitled to demand immediate termination of breaches and removal of the consequences thereof.
	2. Breach of the Agreement shall include in particular the following events documented by relevant evidence:
6. transfer or disclosure of Confidential Information to an entity not being an authorised person without prior written or electronically signed consent of the Company;
7. unauthorised copying in any form of Confidential Information, failure to destroy it or failure to return information, materials and documents in the cases specified herein;
8. use of Confidential Information for other purposes than achievement of the objective referred to in the preamble hereof.
	1. For breach of this agreement the Company has the right to seek damages in accordance with generally applicable rules.
9. **TRANSFER OF INFORMATION:**
	1. The Parties appoint their representatives for regular contacts regarding all matters related to the cooperation specified herein, except for undertaking additional commitments on behalf of the Parties, amendment, discharge or termination of the Agreement:
10. For the Company:

 Mr.: Pawel Warszycki

 email: pawel.warszycki@nesetten.com

1. For the Recipient of Confidential Information:

Mr.: […]

email: […]

* 1. Each Party is entitled to change the coordinating persons on their part subject to prior written notification to the other Party and such change shall not constitute an amendment hereto.
1. NOTICES:
	1. If the Parties have not agreed otherwise, all notifications of one Party hereto addressed to the other Party hereto shall be considered duly delivered, if drawn up in writing and delivered in person with acknowledgement of receipt, or via registered mail with acknowledgement of a receipt or via courier. Notices may also be made by email while simultaneously sending of a copy of the notice by registered letter or via courier. Notice sent by email shall be deemed delivered the next day after its sending.
	2. The provisions above do not exclude the possibility of communication between the Parties regarding ongoing working contacts by phone, email or in any other form, without observing the formal and technical rules provided above and without the presumption of service of the notice.
	3. The above shall not prejudice the right of the addressee of the notice to refer to receipt of the notice irrespective of the fact whether the above-mentioned requirements are fulfilled, provided that it has been made in writing (fax or email are also considered to be a written form) and the right of the sender to refer to service of the notice, if the addressee confirms its receipt:

Notices shall be served to the addresses indicated on a first page of the Agreement.

* 1. Whereas the above-mentioned data shall be deemed to be adequate for proper service until the Party informs the other Party about their change and provides new address data, while keeping the procedure described in sec. 5.1.
1. **FINAL PROVISIONS**
	1. The provisions hereof regarding confidentiality shall apply until one of the following dates, whichever is earlier: (i) express release of the Recipient of Confidential Information from the confidentiality obligation, made in writing, otherwise null and void, irrespective of the fact whether Confidential Information is returned or destroyed, or (ii) after 5 years as from the date of its conclusion.
	2. Any amendments or supplements hereto require written or electronic form (depends of form of signing this Agreement), otherwise null and void. However, the provision of the preceding sentence shall not apply to change of the registered office or addresses of the Parties of the Agreement, persons specified in point 4 hereof or contact data of these persons; such changes shall be made by serving a written statement by the Party to which such change applies to the other Parties hereof.
	3. This Agreement shall be governed by the law of Poland and all provisions hereof shall be construed in accordance with the law of Germany. In all matters not provided for herein, the provisions of German law shall apply.
	4. Any disputes related to the performance of the provisions hereof shall be resolved by way of negotiations. If such resolution proves impossible, disputes shall be resolved by a common court in Rostock, Germany.
	5. This Agreement shall become effective on the date of its signing.
	6. For avoidance of doubts, the Parties confirm that this Agreement does not exclude or restrict in any way obligations regarding confidentiality and loyalty included in legal provisions in force.
	7. The Agreement has been executed in English in 2 (two) identical counterparts, 1 (one) for each of the Parties.

**/or/ - please choose one of these provision before signing and delete a second one**

The Parties agree and acknowledge that this Agreement is signed by all Parties using the electronic signatures. The Parties hereby waive their right of contesting the form of signature and they do not require signing this Agreement in any other form.

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| For the Company:.............................Pawel Warszycki, CEO | For the Recipient of Confidential Information:.............................[.................................] |