

## CONFIDENTIALITY AGREEMENT

concluded in Szczecin, on ..... between:

Polish Entrepreneurs Foundation, with headquarters in Szczecin (postcode: 70-466), , registered in the registry of associations, other social and professional organizations, foundations, and public health care facilities and the Register of Entrepreneurs of the District Court in Szczecin - Centrum XIII Commercial Division of the National Court Register KRS 0000039918, REGON 811,077,420, NIP 851-22 - 42-911, hereinafter referred to as "**PEF**", represented by:

.....

.....

and

.....  
.....

hereinafter referred to as "**Project Promoter**", represented by:

.....  
.....

collectively referred to as the "**Parties**" and each party individually a "Party."

Given that:

- The Foundation carries out the project entitled POMERANUS SEED, funded under the Innovative Economy Operational Programme for the years 2007 - 2013, Operation 3.1. Capital for Innovation, hereinafter called **the Project**,
- Project Promoter is interested in joining the project and active participation in the processes of recruitment, selection and preincubation and in subsequent formation of the commercial company with PEF.
- Under the Project the companies will provide each other with information treated as **Confidential Information**,

The Parties agree to conclude this agreement.

### § 1

1. Under this Agreement, the Parties undertake:

- a. treatment of any materials, documents and information, in particular those referred to in § 2. , obtained in various forms, which the parties have obtained directly from each other, as well as by persons acting on behalf of other Party under the Project, as **Confidential**

**Information**, except that such information is publicly available, or have been made public in the course causing no breach of this Agreement;

- b. use of the information referred to in point a. above, only for purposes related to the implementation of the Project;
  - c. not to give information considered Confidential Information without the prior consent of the Parties to third parties, including in particular the media and other entities;
  - d. make Confidential Information available only to persons and entities involved in implementation of the Project, including mentors and advisers, internal and external.
2. The foregoing provisions shall not affect the obligation to provide information or documents:
- competent public authorities, according to and into the extent provided in the legislation in force, or
  - with the prior written consent of the Parties.

## § 2

1. The term Confidential Information is understood as all materials, documents and information not available to public obtained at all stages of the Project: During the recruitment, pre-incubation of the Agreement and the Investment Agreement, in particular information:
  - technical
  - technological,
  - commercial
  - on organization
  - financial, accounting
  - on business strategy,
  - on trade relations,
  - the development plans,
  - other, having economic value.
2. If any doubts occur as to whether the information or the message is Confidential Information, the Parties are both required to clarify concerns in this regard.

## § 3

The Parties undertake to inform all persons who, under the Project will have access to the Confidential Information, about obligations under this Agreement.

## § 4

1. In case of not undertaking or interruption of the Project, Project Promoter shall, at the written request of the PEF, pass on all the information obtained in the course of cooperation that are in their possession.

2. Regarding its need for providing documentary evidence and archiving of all activities relating to the implementation of the Project, PEF shall be entitled to retain all materials, documents, information obtained from the Promoters.

§ 5

For matters not covered by this Agreement, the provisions of common law apply.

§ 6

Any litigations that may arise in connection with the execution of this Agreement, the Parties will endeavour to settle amicably. If the agreement can not be reached amicably, any litigation shall be resolved by a court of law competent for the seat of PEF.

§ 7

1. Project Promoter declares that he has read and accepts the POMERANUS SEED Project Terms.
2. Any Amendment to this agreement shall be in writing under pain of nullity.
3. This Agreement is made in two copies, one for each party.

.....  
For the Project Promoter

.....  
For the PEF