



## CONFIDENTIALITY (NON DISCLOSURE) AGREEMENT

Conducted on the (date) in Wroclaw, Poland

Between:

(your company's details) hereafter referred to as the Disclosing Party.

and

**The Masters Sp. z.o.o.**, Kazimierza Wielkiego 64-66, 50-077 Wroclaw, Poland, PL 8943060072, email address: [kamil@themasters.io](mailto:kamil@themasters.io), represented by Kamil Dubel, CEO, hereafter referred to as the Receiving Party.

The parties wish to protect such Confidential Information and accordingly have agreed to the terms and conditions of protection contained in this agreement, hereafter referred to as the Agreement.

### TERMS AND CONDITIONS

It is hereby agreed as follows:

1. In this Agreement "Confidential Information" shall mean any technical or commercial information (including, without limitation, specifications, drawings, designs, computer software and know-how), which is disclosed by one Party to the other, or to any of such other's employees, servants, in whatever form (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature.
2. The Party receiving or acquiring Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") undertakes for so long as such Confidential Information remains confidential in character:
  - 2.1 to keep all such Confidential Information confidential and to take all reasonable steps to ensure that copies of the Confidential Information made by or on behalf of the Receiving Party are protected against theft or other unauthorised access;
  - 2.2 not to communicate or otherwise make available any such Confidential Information to any third party except with specific prior written consent from the Disclosing Party;
  - 2.3 to disclose Confidential Information only to such personnel employed by the Receiving Party who have a specific need to receive such Confidential Information for the Purpose, and who are aware and have accepted that the Confidential Information is, and should be treated as, of a confidential nature; and
  - 2.4 not to use, or allow to be used, Confidential Information other than solely for or in relation to the Purpose, unless (and then only to the extent to which) any other use shall have been specifically authorised in writing by the Disclosing Party.

3. The obligations in Clause 2 shall not apply, or shall cease to apply, to such Confidential Information as the Receiving Party can show to the reasonable satisfaction of the Disclosing Party:
  - 3.1 has become public knowledge other than through any fault of the Receiving Party;
  - 3.2 was already known to the Receiving Party prior to disclosure by the Disclosing Party;
  - 3.3 has been received by the Receiving Party from a third party who did not acquire it in confidence from the Disclosing Party, or someone owing a duty of confidence to the Disclosing Party; or
  - 3.4 the Receiving Party is required to disclose by law or by a requirement of a regulatory body.
4. The Receiving Party may make only such copies of Confidential Information as are strictly necessary for the Purpose, and must ensure that all such copies are clearly marked as confidential, and can be clearly separated from the Receiving Party's own information. Any copy so made shall also constitute Confidential Information. The Receiving Party shall, upon the Disclosing Party's written request, return to the Disclosing Party all Confidential Information as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal thereof as may be stipulated by the Disclosing Party.
5. Except as expressly provided, nothing in this Agreement or the subsequent disclosure of Confidential Information pursuant to this Agreement shall be construed as granting or confirming any rights, licence or relationship between the Parties.
6. The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party which consent shall not be unreasonably withheld; provided that it shall be a requirement in all cases of assignation that the assignee undertakes to perform all outstanding obligations of the assignor as though the assignee had been an original party hereto.
7. The obligations of confidentiality in this Agreement shall continue in force notwithstanding termination of this Agreement, or the Parties entering into any subsequent agreement.
8. This Agreement shall be governed and construed in accordance with Polish Law and the Parties agree to the jurisdiction of the Polish Courts.

IN WITNESS WHEREOF the Agreement is executed as follows:

for and on behalf of (...)  
being an authorised signatory:

Signe: \_\_\_\_\_

Name: \_\_\_\_\_

for and on behalf of **The Masters Sp. z.o.o.**  
being an authorised signatory:

Signed: \_\_\_\_\_

Name: Kamil Dubel