**NON-DISCLOSURE AGREEMENT**

made by and between:

**TRANSFER MULTISORT ELEKTRONIK spółka z ograniczoną odpowiedzialnością**with the registered office in Łódź (address: ul. Ustronna 41, 93-350 Łódź), entered in the Business Register of the National Court Register with the KRS no. 0000165815, registration court: District Court for Łódź-Śródmieście in Łódź, Commercial Division No. XX of the National Court Register, NIP: 7290108984, REGON: 473171710, BDO: 000006165, share capital of PLN 3,300,000, represented by two from among the following members of the Management Board:

Zbigniew Kuczyński – President of the Management Board, Grzegorz Kobalczyk – Vice-President of the Management Board, Adam Kuczyński – Member of the Management Board, Agnieszka Maciak – Member of the Management Board, Andrzej Kuczyński – Member of the Management Board, Renata Dobrzańska – Member of the Management Board, Wojciech Kuczyński – Member of the Management Board, Ryszard Hapka – Member of the Management Board,

hereinafter referred to as **TME** or the **Ordering Party**

and

**………………………………..** , address: ……………………………………..……………………….., NIP: ………………… , KRS: …………………, *(if applicable)*, REGON: ………………… , share capital: ………………… *(if applicable)*, represented by:

…………………………………………………….

…………………………………………………….,

hereinafter referred to as the **Contractor**,

hereinafter referred to jointly as the Parties and each separately as a Party.

The Parties have agreed as follows:

1. The Parties represent as follows:
2. the Parties start to negotiate with regard to the Contractor providing to the Ordering Party services consisting in ……………..………………, related to the …..….. project pursued by the Ordering Party (the “Project”), involving ………………………………………;
3. depending on the course of the negotiations referred to above in item a), the Parties do not exclude the possibility of the Ordering Party entrusting to the Contractor the provision of the services consisting in ……………………………………;
4. all the services provided by the Contractor for the Ordering Party in relation to the “Project”, in particular those referred to above in items a) and b), will hereinafter be referred to as the “Services”;
5. considering the type and scope of the services provided, it is deemed necessary to keep confidential certain technical, technological, organisational, business, or concept information (know-how) of the Ordering Party, including legally protected information, which the Contractor will obtain in relation to the provision of the services as well as to the negotiations aiming at making the service agreement; in particular, the Parties’ cooperation may require that the Ordering Party provides the Contractor with technical requirements related to the project, which will include, among other things, layouts showing the technology used by the Ordering Party and information qualified as the Ordering Party’s know how; the cooperation of the Parties may also require that the Contractor be provided with the data and information concerning the strategy followed in the activities of the Ordering Party’s business establishment;
6. the Parties agree to apply the procedures aiming at the observance of confidentiality with regard to the protected information they provide to each other.
7. “**Protected Information”** is understood by the Parties as all information expressed in the material form (regardless of the form in which it is recorded, including writing, computer information carriers, videos, and audio carriers) or verbally, regardless of whether the Contractor has received it directly from the Ordering Party or through its subcontractors or third parties acting on behalf of or for the Ordering Party, which has not been published by the Ordering Party and the disclosure of which could expose the Ordering Party to damage. Protected Information includes in particular:
   1. information designated in any form as confidential, regardless of the content of such information;
   2. commercial, financial, technical, technological, and organisational information which is TME’s business secret within the meaning of the Act of 16 April 1993 on combating unfair competition (i.e. Dziennik Ustaw [*Polish Journal of Laws*]of 2020, item 1913, as amended), concerning both TME and/or its branches, including in particular TME’s foreign branches, subsidiaries, affiliates and collaborating entities;
   3. all personal data provided by the Ordering Party as a part of the cooperation;
   4. information on negotiation, execution, content, and the manner of performance of agreements made by the Parties;
   5. data of clients and contractors (names, contact data, terms of cooperation, terms of financial settlement, applied rates) with whom the Ordering Party cooperates;
   6. data of TME’s employees or individuals with whom TME cooperates under civil law agreements;
   7. rules of putting new products and services into the market by TME;
   8. business concepts, technical and organisational objectives, information on sale processes and client service, modules, samples, prototypes or parts thereof, software, documentation, and data which may become available when they are used, tested or viewed, technical, financial, and organisational information related to the subject of the Parties’ cooperation, regardless of the form in which it is recorded;
   9. the Ordering Party’s technical and programming solutions, ICT system architecture.
8. Under this Agreement, the Contractor agrees to keep the Ordering Party’s Protected Information confidential, including to refrain from providing or disclosing the Protected Information to any person or any third party without TME’s explicit consent, subject to item 4(c), and to use the Protected Information only for the purpose for which it was provided, i.e. for the purpose of performing the Contractor’s contractual obligations towards the Ordering Party, as well for the Contractor’s pursuing its legitimate interest.
9. In order to perform the provisions of item 3 above, the Contractor agrees to protect the Protected Information from disclosure to unauthorised parties, and in particular to:
   1. keep the Protected Information confidential by protecting it with at least the same diligence it applies to the protection of its own business secrets, in each case on the level not lower than resulting from exercising due diligence related to the professional nature of the Contractor’s operations, and to observe the rules of access to and provision of information specified herein;
   2. secure the Protected Information appropriately, in particular to protect it from coming into possession of any third parties;
   3. provide the Protected Information to employees and other parties cooperating with the Contractor under civil law agreements as well as financial and legal advisors acting on the Contractor’s instruction only to the extent that is necessary to perform the services provided by those entities to the Contractor and only to the extent that is necessary from the viewpoint of the Parties’ cooperation. The Contractor agrees to notify in advance the parties referred to in the preceding sentence of the protected nature of the information they are provided with and obligate them beforehand to refrain from disclosing the Protected Information to unauthorised parties, unless their confidentiality obligation results from legal regulations (professional secrecy). The Contractor will be held liable for the acts and omissions of its employees, collaborators, and subcontractors as for the acts and omissions of its own;
   4. use the Protected Information only for the purposes that are necessary to realise the mutual undertakings, both specified herein and under other agreements between the Parties, as well as for the purpose of the Contractor pursuing its legitimate interest, unless the Parties explicitly agree otherwise;
   5. refrain from copying or multiplying the Protected Information in any other way for purposes other than the performance of obligations resulting from the agreements between the Parties as well as for the purpose of the Contractor’s pursuing its legitimate interest;
   6. notify TME promptly of any unauthorised loss, disclosure, or multiplication of Protected Information or of a failure to observe confidentiality;
   7. refrain from taking any action which does not aim at performing agreements between the Parties but at obtaining (or process in any form) the Protected Information through reverse engineering, i.e. through the observation, examination, disassembly into parts, or testing of a product/service which has been provided to the Contractor.
10. The disclosure of the Protected Information to entities other than listed in item 4(c) above or the use of the Protected Information for purposes other than those for which the information was provided will require an explicit consent provided by TME in writing or by e-mail using a qualified electronic signature or else deemed null and void.
11. The Parties unanimously agree that the consent referred to in item 5 above may be withdrawn at any time. A declaration on withdrawal of the consent must be made in writing or by e-mail with a qualified electronic signature or else will be deemed null and void. If the Ordering Party’s consent has been withdrawn, the Contractor is obliged to block access to such information for the parties referred to in item 5 and, if it is technically impossible, the Contractor will explicitly prohibit such parties from using this information. However, the preceding sentence does not apply to the parties the assistance of which the Contractor uses to pursue its legitimate interest.
12. In the event of any doubt arising as to whether a specific piece of information is Protected Information, the Contractor should keep it confidential until such doubt is resolved by the Ordering Party. A request for resolving the doubt as well as the Ordering Party’s reply should be provided to the Contractor in writing, subject to a confirmation of receipt or by e-mail.
13. All information and documents containing Protected Information will remain the Ordering Party’s property and must be returned at the Ordering Party’s each request within 7 days of the Contractor’s receiving the request.
14. The obligation of confidentiality referred to herein does not apply to the obtained information:
15. which is commonly known or which has been published with no breach of the provisions hereof;
16. which is or will become available to the Contractor from a source other than the Ordering Party on condition that the entity which is the source of the information was not bound by one of the Parties with restrictions under confidentiality clauses or agreements;
17. which has been obtained independently of the Ordering Party as a result of the work performed by the Contractor or its collaborators/advisors to whom the Protected Information has not been disclosed;
18. which the Contractor is obliged to disclose under the applicable legal regulations before a court, a public administration body, or a different authority/institution, subject to the provision that the Contractor will promptly notify the Ordering Party of the fact to the extent permitted by law, unless such a notification is prohibited under applicable legal regulations or a decision of the authority requesting the disclosure; such information should, if possible, be provided before the disclosure of the Protected Information to the entity authorised to request its disclosure;
19. the disclosure of which to specific authorities or bodies is necessary to pursue legitimate claims of the Contractor in connection to the cooperation of the Parties.
20. A breach of the obligation of confidentiality with regard to the Protected Information includes, without being limited to, intentional or unintentional provision of the Protected Information to entities that are not authorised to receive such information as well as the use of such information in one’s own gainful operations that are unrelated to the performance of the services provided by the Contractor to the Ordering Party.
21. In the event of a breach of the obligation of confidentiality with regard to the Protected Information, the Ordering Party will have the right to terminate all agreements made with the Contractor with immediate effect; the termination will be made in the form provided for that purpose in the terminated agreement.
22. The obligations to refrain from disclosing the Protected Information resulting from this Agreement apply to the period starting from the day on which the negotiations commenced, for the period of cooperation, during the cooperation after making this Agreement as well as after the end of the cooperation; they also apply if the cooperation is not continued. This Agreement remains in force for the period of 10 (in words: ten) years following the date of the end of the cooperation between the Parties; the end of the cooperation is understood by the Parties as a failure to start the cooperation and, if the cooperation has been started, as the date of the termination or expiry of the last agreement made by the Parties.
23. The Contractor agrees to compensate TME for any damage incurred by TME as a result of a breach of information confidentiality by the Contractor. In the case of a breach of the confidentiality terms, the Contractor agrees to pay to TME a fine of EUR 50,000.00 (in words: fifty thousand 00/100 euros) for each case of breach. The fine will be paid within 7 (seven) days of the Contractor’s receiving a written payment request with a correctly issued accounting document attached, which will be the basis for charging the fine. The fine will be paid to the bank account specified in the payment request; the date on which the funds are credited to the TME’s bank account is deemed to be the payment date. The payment of the fine does not exclude TME’s right to request supplementary compensation (exceeding the value of the fine) under general regulations.
24. The provisions hereof do not prejudice the obligations provided for in the legal regulations concerning combating unfair competition.
25. Neither the termination of agreements made by the Parties during the cooperation (regardless of the reason and legal basis) nor the expiry thereof (as a result of completion or for any other reason) will not have effect on the Contractor’s obligations specified herein, subject to item 16 below.
26. After the end of the cooperation (regardless of the cause and legal basis thereof), the Contractor, in accordance with the Ordering Party’s instructions, will promptly return, destroy, or delete all materials and information provided by the Ordering Party and containing Protected Information and will promptly confirm in writing the performance of that obligation. If it is impossible to follow the Ordering Party’s instructions from the technical point of view or if it involves excessive difficulty or costs, the Contractor who has been obligated to return, destroy, or delete the materials or information referred to above may take other actions it chooses with the effect of depriving the Contractor of the possession of and access to such materials or information.
27. The obligation referred to in item 16 above does not apply to backup copies in the electronic form made according to IT technologies and the Protected Information or its copies which are supposed to be kept by the Contractor according to the applicable laws and for the period required by law on condition that such information is still covered with the obligation of confidentiality for the whole period it is possessed by the Contractor. The Contractor may keep one paper copy of Confidential Information to in order to determine all its obligations towards the Ordering Party and to meet all legal and accounting requirements.
28. All matters which are not regulated herein are governed by generally applicable legal regulations, including the regulations of the Act on combating unfair competition and the Civil Code.
29. The Parties will strive to solve amicably any disputes resulting from the non-performance or improper performance of this Agreement; if it is not possible to reach an understanding, the common court with jurisdiction over the place where the registered office of the claimant is located or where the registered office of the respondent is located, at the claimant’s discretion, will be competent.
30. The Parties confirm that the rules of dispute resolution referred to in item 19 above will apply in particular in the case of inconsistencies between the Parties’ positions regarding whether the payment of the fine under 13 hereof is substantiated. Firstly, the Parties will strive to solve the dispute amicably, without the necessity to involve the judicial system. If the Parties fail to reach an agreement, the dispute will be solved by the common court of jurisdiction over the place where the registered office of the claimant is located or where the registered office of the respondent is located, at the claimant’s discretion. The dispute will be solved based on the applicable regulations of Polish law, considering the provisions hereof.
31. Failure to exercise any rights or authorisations or to apply any legal measures provided for in or resulting from this Agreement as well as any delay in exercising or using them do not constitute a waiver thereof.
32. Any amendments or supplements to this Agreement must be made in writing or in the document form understood as a scanned image in the PDF format sent to the e-mail addresses of the Parties specified in item 26 or else will be deemed null and void, unless stated otherwise herein.
33. If any provision hereof is found invalid or impossible to apply, that does not prejudice the validity and effectiveness of other provisions hereof; the Parties will negotiate and make an amending annex hereto, its content reflecting the purpose of the Agreement and being as close as possible to the intentions expressed in the provision that was found invalid or impossible to apply. The amending annex will be made in the form provided for in item 22 for amendments to the Agreement or else will be deemed null and void.
34. Each Party declares that it is a data controller within the meaning of Art. 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ of the EU L 119/1) (the “GDPR”) of personal data of the parties specified in the Agreement as Parties’ representatives, contact persons, or persons responsible for the performance of specific tasks resulting from the Agreement as well as the individuals whose data will be provided to the other Party later in relation to the performance of the Agreement; each Party agrees to provide such data to the other Party to the extent necessary for the proper performance of the Agreement. Each Party agrees to process the personal data according to the Agreement, the GDPR, and other generally applicable legal regulations to the extent to which such regulations apply to that Party. The Contractor declares that it has performed the obligation to provide information resulting from the GDPR with regard to its representatives and agrees to perform it promptly with regard to the persons referred to in item 26 below by providing them with the Ordering Party’s relevant data privacy clause, which is included in Appendix No. 1 hereto. The Contractor will be held solely responsible for its failure to perform the obligations referred to in this item.
35. This Agreement enters into force on the date on which the Parties placed the last signature on the Agreement.
36. This Agreement has been drawn up in the document form within the meaning of Art. 77[2] of the Civil Code. The Party which placed the last signature required to execute the Agreement will promptly provide the Agreement in the form of a scanned image in the PDF format with all signatures made by the Parties to the other Party, via e-mail. For that purpose, the Parties provide the following e-mail addresses:
    1. for TME: ………………………. phone no. . ……………………., e-mail address: …………….. ;
    2. for the Contractor: ………………………. phone no. ……………………., e-mail address: …………….. .
37. Appendix no. 1 – the data privacy clause concerning personal data processing by the Ordering Party is an integral part of the Agreement.

**TME CONTRACTOR**

Łódź, [date] ……………….., [date] ……….

**Appendix no. 1**

**DATA PRIVACY CLAUSE**

In order to perform the obligation resulting from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, further: “GDPR”), Transfer Multisort Elektronik Sp. z o. o. (further also “TME” or “Controller”) hereby provides you with the following information:

1. **Information for a party to an agreement made with TME who is a natural person:**
2. **Data Controller** The Controller of your personal data is Transfer Multisort Elektronik Sp. z o. o. with the registered office in Łódź, address: ul. Ustronna 41, 93-350 Łódź.
3. **Contact Data of the Data Protection Officer** In order to ensure that data processing is consistent with the applicable regulations, the Controller has appointed its Personal Data Officer, who may by contacted:

- by phone: + 48 422-934-116;

- by e-mail: [dpo@tme.eu](mailto:dpo@tme.eu);

- by post: Transfer Multisort Elektronik Sp. z o. o.; ul. Ustronna 41; 93-350 Łódź.

1. **Purpose and legal basis of data processing** The Controller processes your personal data in order to:

- perform an agreement made with you (legal basis: Art. 6(1)(b) of the GDPR);

- comply with the obligations to which the Controller is subject under the applicable legal regulations, in particular tax regulations (legal basis: Art. 6(1)(c) of the GDPR).

1. **Recipients of personal data** The recipients of your personal data include:

- TME employees involved in the process of performing the agreement between you and TME;

- third party entities involved in the process of performing the agreement between you and TME, in particular companies providing postal or courier services, banks, and entities operating TME’s ICT systems;

- entities providing legal, accounting, tax, or consultancy services to TME;

- state authorities, when it results from the applicable legal regulations.

1. **Transfer of data to third countries or international organisations** Your personal data is not transferred to third parties or international organisations.
2. **Period of storing the data** Your personal data will be stored for the longest of the following: until the end of the performance of the agreement between you and TME, for the period required by the applicable legal regulations, in particular tax regulations, or for the period necessary to secure possible claims of TME. After the end of the period of storing the data, your personal data will be deleted with no need for you to take any additional steps.
3. **Rights of the data subject** You have the right to:

- request that the Controller provides you with access to your personal data, to rectify the data, delete it, or restrict processing;

- make a complaint to the President of the Data Protection Authority if you find that the processing of your data is in breach of personal data protection.

In order to exercise the rights referred to above, please contact the Controller by writing to the addresses provided below:

Transfer Multisort Elektronik Sp. z o. o.

ul. Ustronna 41; 93 – 350 Łódź

e-mail: dpo@tme.eu

1. **Obligation to provide data and consequences of a refusal to provide data** It is voluntary to provide your data but the provision of the data is necessary to make an agreement with TME; if you refuse to provide the data, it is not possible to make the agreement with TME.
2. **Automated data processing, including profiling** Your personal data will not be subject to automated processing or profiling.
3. **Information for persons representing a party to an agreement made with TME, including as a body of a legal person:**
4. **Data Controller** The Controller of your personal data is Transfer Multisort Elektronik Sp. z o. o. with the registered office in Łódź, address: ul. Ustronna 41, 93-350 Łódź.
5. **Contact Data of the Data Protection Officer** In order to ensure that data processing is consistent with the applicable regulations, the Controller has appointed its Personal Data Officer, who may by contacted:

- by phone: + 48 422-934-116;

- by e-mail: [dpo@tme.eu](mailto:dpo@tme.eu);

- by post: Transfer Multisort Elektronik Sp. z o. o.; ul. Ustronna 41; 93-350 Łódź.

1. **Purpose and legal basis of data processing** The Controller processes your personal data in order to:

- pursue the Controller’s legitimate interests, i.e. conducting business operations and verifying the authorisation of persons acting on behalf of a party to an agreement made with TME (legal basis: Art. 6(1)(f) of the GDPR);

- comply with obligations to which the Controller is subject under the applicable legal regulations, in particular tax regulations (legal basis: Art. 6(1)(c) of the GDPR).

1. **Recipients of personal data** The recipients of your personal data include:

- TME employees involved in the process of performing the agreement between the entity on behalf of which you act and TME;

- entities operating TME’s ICT systems;

- entities providing legal, accounting, tax, or consultancy services to TME;

- state authorities, when it results from the applicable legal regulations.

1. **Transfer of data to third countries or international organisations** Your personal data is not transferred to third parties or international organisations.
2. **Period of storing the data** Your personal data will be stored for the longest of the following: until the end of the performance of the agreement between the entity on behalf of which you act and TME, for the period required by the applicable legal regulations, in particular tax regulations, or for the period necessary to secure possible claims of TME. After the end of the period of storing the data, your personal data will be deleted with no need for you to take any additional steps.
3. **Rights of the data subject** You have the right to:

- request that the Controller provides you with access to your personal data, to rectify the data, delete it, or restrict processing;

- make a complaint to the President of the Data Protection Authority if you find that the processing of the data concerning you is in breach of personal data protection.

In order to exercise the rights referred to above, please contact the Controller by writing to the addresses provided below:

Transfer Multisort Elektronik Sp. z o. o.

ul. Ustronna 41; 93 – 350 Łódź

e-mail: dpo@tme.eu

1. **Obligation to provide data and consequences of a refusal to provide data** It is voluntary to provide your data, but the provision of data is necessary to make an agreement by the entity on behalf which you act with TME; if you refuse to provide data, it is not possible to make the agreement with TME.
2. **Automated data processing, including profiling** Your personal data will not be subject to automated processing or profiling.
3. **Information for persons appointed as contact persons by a party to an agreement made with TME:**
4. **Data Controller** The Controller of your personal data is Transfer Multisort Elektronik Sp. z o. o. with the registered office in Łódź, address: ul. Ustronna 41, 93-350 Łódź.
5. **Contact Data of the Data Protection Officer** In order to ensure that data processing is consistent with the applicable regulations, the Controller has nominated its Personal Data Officer, who may by contacted:

- by phone: + 48 422-934-116;

- by e-mail: [dpo@tme.eu](mailto:dpo@tme.eu);

- by post: Transfer Multisort Elektronik Sp. z o. o.; ul. Ustronna 41; 93-350 Łódź.

1. **Purpose and legal basis of data processing** The Controller processes your personal data in order to:

- pursue the Controller’s legitimate interests, i.e. conduct business operations or perform an agreement with the entity who has appointed you as a contact person (legal basis: Art. 6(1)(f) of the GDPR);

- comply with the obligations to which the Controller is subject under the applicable legal regulations, in particular tax regulations (legal basis: Art. 6(1)(c) of the GDPR).

1. **Categories of processed data** The Controller processes the following categories of your data:

- first and last name;

- function/job position;

- phone number;

- e-mail address.

1. **Recipients of personal data** The recipients of your personal data include:

- TME employees involved in the process of performing the agreement between the entity who has appointed you as a contact person for the purpose of performing the agreement and TME;

- entities providing courier services, when letters/parcels (e.g. with documents) will be addressed to you as a part of the performance of the agreement between the entity who has appointed you as a contact person and TME;

- entities operating TME’s ICT systems;

- entities providing TME with legal, accounting, tax, or consultancy services;

- state authorities, when it results from the applicable legal regulations.

1. **Transfer of data to third countries or international organisations** Your personal data is not transferred to third parties or international organisations.
2. **Period of storing the data** Your personal data will be stored for the longest of the following: until the end of the performance of the agreement between the entity which appointed you as a contact person and TME, for the period required by the applicable legal regulations, in particular tax regulations, or for the period necessary to secure possible claims of TME. After the end of the period of storing the data, your personal data will be deleted with no need for you to take any additional steps.
3. **Rights of the data subject** You have the right to:

- request that the Controller provides you with access to your personal data, to rectify the data, delete it, or restrict processing as well as to object to data processing;

- make a complaint to the President of the Data Protection Authority if you find that the processing of the data concerning you is in breach of personal data protection.

In order to exercise the rights referred to above, please contact the Controller by writing to the addresses provided below:

Transfer Multisort Elektronik Sp. z o. o.

ul. Ustronna 41; 93 – 350 Łódź

e-mail: [dpo@tme.eu](mailto:dpo@tme.eu)

1. **Source of data** If TME has not obtained the data directly from you, the data has been obtained from the entity which made the agreement with TME and appointed you as a contact person for the purpose of performing the agreement; most frequently, it is your employer or mandator.
2. **Obligation to provide data and consequences of a refusal to provide data** It is voluntary to provide your data but the provision of data is necessary to make an agreement between the entity which appointed you as a contact person for the purpose of performing the agreement and TME; if you refuse to provide data, it is not possible to make the agreement with TME.
3. **Automated data processing, including profiling** Your personal data will not be subject to automated processing or profiling.