

# NON-DISCLOSURE AGREEMENT

entered into on ..... (date)

by and between:

**LEDESCO sp. z o.o.**

05-400 Otwock, ul. Ługi 71, Poland

Tax ID (NIP): 5322044715

hereinafter referred to as the "**Receiving Party**"

and

.....  
registered office at .....

hereinafter referred to as the "**Disclosing Party**"

together the "**Parties**".

## §1. Purpose

1. The purpose of this Agreement is to enable the Parties to exchange confidential information in connection with analytical, advisory, audit, decision-integrity, or regulatory-related activities.
2. This Agreement does not obligate the Parties to enter into any further agreement or to provide any services.

## §2. Confidential Information

1. "Confidential Information" means any non-public information disclosed in any form (oral, written, electronic, documentary), including but not limited to:

- business, financial, organizational information,
- models, assumptions, decision parameters,
- documents, reports, analyses,
- information constituting trade secrets.

2. Confidential Information does not include information that:

- was publicly known prior to disclosure,
- becomes public without breach of this Agreement,
- is disclosed pursuant to mandatory provisions of law.

### **§3. Obligations**

1. The Receiving Party shall:
  - use Confidential Information solely for the Purpose stated in §1,
  - not disclose it to any third party without prior consent of the Disclosing Party,
  - apply organizational and technical safeguards appropriate to the nature of the information.
2. Access to Confidential Information shall be limited to authorized persons on a need-to-know basis.

### **§4. Document Exchange**

1. The Parties may exchange Confidential Information in particular:
  - in paper form,
  - via electronic mail,
  - as attachments to correspondence.
2. Documents transmitted by email shall be treated as correspondence and are subject to the email system security and retention policies of the respective Party.
3. The Parties may agree on other document exchange methods on a case-by-case basis.

### **§5. Term**

1. This Agreement is effective as of the date of signature.
2. Confidentiality obligations shall remain in effect for **5 years** from the date of disclosure, unless mandatory law provides otherwise.

### **§6. Liability**

1. The Parties shall be liable only for actual damages resulting from a culpable breach of this Agreement.
2. This Agreement does not constitute any warranty of business, decision, or regulatory outcomes.

### **§7. Governing Law and Disputes**

1. This Agreement shall be governed by the laws of Poland.

2. Any disputes shall be resolved by the competent court having jurisdiction over the registered office of LEDESCO sp. z o.o.

## **§8. Final Provisions**

1. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter.
2. Any amendments must be made in writing to be valid.
3. This Agreement is executed in two counterparts, one for each Party.

### **Signatures**

**Disclosing Party**

**Receiving Party**

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Name / Company

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LEDESCO sp. z o.o.

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Date, Signature

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Date, Signature