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....., on 2022.

Eco 9QLive Foundation
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KRS 0000892469
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Confidentiality agreement

Concluded on between the Foundation Eco 9QLive based in Otwock, address: 05-400 Otwock, ul. Raclawicka 11A registered in the District Court in Warsaw under the , NIP number 5322092536, REGON number 388591138, KRS number 0000892469, hereinafter referred to as the Principal, represented by the President of the Foundation, Mr. Radoslaw OLCZA

and

The company with its seat in, address: registered in the District Court in, under the NIP number, REGON number, KRS number, hereinafter referred to as the Contractor, represented by, hereinafter jointly referred to as the Parties.

Whereas:

1. The Contractor undertook, under an agreement concluded between the Parties on, to provide the Principal with services in the scope of hereinafter referred to as Services.
2. In the agreement referred to above in point 1) conclusion of the contract on confidentiality.
3. Due to the type and scope of the Services provided by the Contractor, the Principal considers it necessary to keep secret any information that the Contractor obtains from the Principal in connection with the provision of Services.
4. Disclosure by the Contractor of the information provided to him by the Principal may expose the latter to financial liability, including claims for damages submitted by third parties.

5. The Contractor has assured the Principal that he has appropriate procedures and safeguards in place to guarantee confidentiality in relation to the information provided to him by the Principal in the relationship with the provision of Services.

The parties agreed as follows:

§ 1.

1. The Contractor undertakes to keep secret all materials, documents and information received or obtained from the Principal in connection with the provision of Services, hereinafter referred to as Information.

2. The obligation specified above in § 1 sec. 1 applies to all Information, regardless of whether or not the Contractor received it directly from the Principal, or through its subcontractors or third parties acting on behalf of the Principal.

3. The obligation to keep the Information secret includes, in particular, the prohibition of disclosing it to third parties, except for the persons referred to below in § 2 and § 3.

§ 2.

The Contractor undertakes to inform the members of its authorities, employees and associates who participate in the provision of the Services or come into contact with them about the obligations arising from this Agreement. The contractor will be liable for any breach of the obligations arising from this Agreement by the above persons.

§ 3.

The obligation to keep the Information confidential does not apply to situations where the obligation to disclose it to third parties results from applicable law and the person these will require the Contractor to provide them. The Contractor is obliged to immediately inform the Principal of the above request, unless the provision of such information is prohibited under applicable law or a decision of the authority requesting the disclosure of the Information. The above notification to the Principal should be made, if possible, before providing the Information to the person authorized to request it.

§ 4.

The Contractor undertakes to receive Information from the Principal and provide him with this Information only through his employees who have been notified of the obligations arising from this Agreement. The Contractor may use any company providing courier services only after obtaining the written consent of the Principal.

§ 5.

The Contractor undertakes to make due efforts to ensure that the means of communication used by him to receive and transmit Information guarantee that this Information is protected against unauthorized access.

§ 6.

This Agreement was concluded for a definite period of years * and will apply regardless of the early termination of the contract referred to above in point 1).

§ 7.

1. The Contractor undertakes to keep all Information expressed in a material form (including written materials, computer information carriers, films and sound carriers), hereinafter referred to as Data, in a way that prevents access to these Data by unauthorized persons. The contractor is obliged to hand over it immediately
2. The Principal of all Data in his possession, if the Principal so requests, subject to the provisions of § 8 of this Agreement. The transfer of the Data will take place in the manner specified by the Principal and will be at his expense.
3. The Data in the possession of the Contractor is also the Data held by the persons specified in § 2 of this Agreement.

§ 8.

Despite the Principal's request referred to above in § 7 sec. 2, the Contractor may retain the Data, but only to the extent that they are necessary for him to document the scope of the Services provided and the correct performance of the obligations provided for in the contract referred to in point 1) of this Agreement. The Contractor, however, is not entitled to retain any data in a situation where:

1. The Principal will ensure the Contractor in writing that he will not submit any claims under the contract referred to above in point 1), as well as that it will satisfy such claims submitted by third parties and / or,
2. The Contractor breaches any of the provisions of this Agreement.

§ 9.

The Contractor undertakes to repair any damage suffered by the Principal in connection with the non-performance or improper performance by the Contractor of the provisions of this Agreement.

§ 10.

Any changes and additions to this Agreement may be made in writing under pain of nullity.

§ 11.

The law applicable to this Agreement is the law of the Republic of Poland.

§ 12.

The Parties undertake to use their best efforts to amicably resolve any disputes arising from this Agreement. Any disputes which the Parties fail to resolve amicably within days from the date of their arising (ie from the date of notification to the other Party about the possibility of submitting the dispute to court), shall be settled by the Arbitration Court According with the rules of this Court.

§ 13.

This Agreement has been drawn up in two identical copies in Russian, English and Polish language versions constituting one document.

* delete not necessary

On behalf of the Principal
(personal stamp and signature)

(company stamp)

For the Contractor
(personal stamp and signature)

(company stamp)