

Non-disclosure agreement

concluded in Poznań on, by and between:

..... a company organised and existing under the laws of the Republic of Poland,
NIP..... with its registered office..... represented
by

hereinafter called the “**Disclosing party**”

and

3D Bistro sp. z o.o., a company organised and existing under the laws of the Republic of Poland, legal
entity code KRS 0000782541, NIP 7831800669, with its registered office at 60-179 Poznań,
Budziszyńska 19/27, represented by the Michał Topolski.

hereinafter called the „**Receiving party**”

in this Agreement, called jointly “the Parties”

The Parties hereto agreed as follows:

§ 1

In this Agreement "Confidential Information" means any information identified as confidential or that could reasonably be considered by the Disclosing Party to be of a confidential nature (especially the technical documentation including specifications, 3D models, drawings), and which information is disclosed (whether before or after the Effective Date and whether in writing, in electronic format, verbally or by any other means and whether directly or indirectly) by or on behalf of one party, including such information of its parents, subsidiaries and affiliates (the “Disclosing Party”) to the other party, including its parents, subsidiaries and affiliates (the “Receiving Party”);

§ 2

In consideration of the mutual cooperation, the parties each undertake as follows:

2.1 not to use the other party's Confidential Information except for the purposes of mutual cooperation;

2.2 to keep the other party's Confidential Information confidential, not to disclose the other party's Confidential Information to another person and to use all reasonable efforts to prevent any such disclosure;

2.3 to exercise in relation to the other party's Confidential Information no lesser security measures and degree of care than those which it applies to its own confidential information and which it warrants as providing adequate protection against any unauthorized disclosure, copying or use;

2.4 not to disclose to any person or entity that the parties are engaged in any investigations, discussions or negotiations concerning the Purpose.

§ 3

Each party may disclose the Confidential Information of the other party:

3.1 to its employees and contractors in the extent that disclosure is made on a “need-to-know” basis and only as necessary for the parties mutual cooperation;

3.2 where disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body;

3.3 to the extent that it is or becomes generally available to the public other than by breach of this Agreement.

§ 4

This Agreement shall come into effect on the Effective Date and shall continue for five (5) years from the date of last disclosure or until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party. In the event of infringement of the provisions of this agreement by the Receiving party the Disclosing Party has the right to require stopping of this infringement immediately and to take legal action against the Receiving party.

§ 5

5.1 No changes to this Agreement are effective unless signed by both parties.

5.2 This Agreement is governed by and shall be construed in accordance with Polish law, and the parties submit to the jurisdiction of the common court of law.

5.3 This Agreement shall bind and inure to the benefit of the parties and their respective parents, subsidiaries, affiliates, successors and assigns.

Signatures:

.....
Disclosing side

.....
Receiving side