**Non-Disclosure Agreement**

(hereinafter referred to as “**Agreement**”)

by and between

**RESCO spol. s r.o.** having its head office at Mlynské nivy 5, 82109 Bratislava, Slovak Republic, Company No. 35 768 916, registered in the Companies’ Register kept by Bratislava III Municipal Court, Section Sro, insert no. 19281/B (hereinafter referred to as “**RESCO**”)

and

**…………………..**, having its registered office at ………………………………., registered in …………………….. (hereinafter referred to as “**……………**”)

both RESCO and …………… shall hereinafter be individually referred to as “Party “and collectively referred to as “**Parties** “.

1. **DEFINTIONS**

“**Confidential Information**” - means any information provided by one party to the other and includes but isn’t limited to:

1. any information of a confidential nature including trade secrets and commercially sensitive information;
2. performance information about each Party’s business (operational, technical and financial); product development information (algorithms, databases, designs, plans, roadmaps, technology, prototypes and any intellectual property); strategy and operational information (research, reports, plans, targets, customers, financial and performance metrics, suppliers and advisors), and in each case includes analyses, compilations, summaries, forecasts, studies or other documents (whether in written or electronic form) and all information and material prepared or generated from such information and any other information that is identified as being of a confidential or proprietary nature.

“**Discloser**” means the party sharing or disclosing information to the other party

“**Recipient**” means the party receiving the information directly or indirectly from the Discloser.

1. **CONFIDENTIALITY OBLIGATIONS**
   1. Following the signing of this agreement, the Parties can disclose to each other Confidential Information, and upon receiving this, the Recipient shall keep the Confidential Information secret and shall not, without the prior written consent of the Discloser, share or use any Confidential Information except for the exclusive purpose for which it was disclosed to the Recipient and under conditions of this Agreement.
   2. The Recipient shall take all steps necessary to protect the Confidential Information in the strictest confidence, will not disclose the Confidential Information to any third party whatsoever, except to those of its employees having a need to know, will use the Confidential Information only for the purpose(s) for which it was disclosed and for no other purpose whatsoever and will keep it stored securely. The Recipient will ensure adherence to the provisions hereof by its and its affiliates’ officers, directors, and employees.
   3. The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorized access or use.
   4. Such information, or any such information connected with any subsidiary or affiliate of the Discloser, will also be considered Confidential Information for the purposes hereof.
   5. The Recipient shall not analyze, decompile, disassemble, copy, reverse engineer (or the like), any tangible product or media which constitutes, contains or in any way embodies Confidential Information or on which Confidential Information is written or recorded. Nor shall the Recipient attempt the same, nor permit any third party to do or attempt the same.
   6. Confidential Information does not include any information which:
2. the Recipient can prove was already in their possession and at their free disposal before it was disclosed;
3. was disclosed to the Recipient by a third party who (or which) by such disclosure did not breach any obligation of confidentiality (whether contractual or otherwise) to the Discloser;
4. was independently developed by the Recipient (with no reference to any information disclosed to it by the Discloser, whether before or after the date of this agreement);
5. is in, or comes into, the public domain, except as a result of a breach by the Recipient of any other obligation of confidentiality (whether contractual or otherwise) to the Discloser,

and in each case only to the extent that the Recipient can show that such information falls within one of paragraphs (a) to (d) above.

* 1. The Recipient may disclose Confidential Information if required to do so by law, or by any regulatory or governmental authority of competent jurisdiction, or by any court of competent jurisdiction. The Recipient shall give the Discloser prompt notice of the disclosure and assists with any reasonable requests of the Discloser in relation to the timing and content of the disclosure where they are able to do so.
  2. The Recipient shall notify the Discloser promptly if legally permissible and reasonably practicable upon becoming aware that any of the Confidential Information has been disclosed to, or obtained by, a third party otherwise than as permitted under this Agreement.

1. **DURATION AND TERMINATION**
   1. The Parties shall continue to be bound to keep the Confidential Information secret in accordance with the terms of this Agreement for so long as any of the Confidential Information remains confidential or until released by the Discloser formally in writing.
   2. The provisions of this Agreement will survive the termination of any discussions and/or cooperation between the Parties hereto. Upon written request from the Discloser at any time, the Recipient shall, where possible and reasonably possible, immediately return, erase, or destroy all documents and other records subject to the obligation to maintain such copy confidential in accordance with this Agreement.
   3. The term of this Agreement is for five years and the Recipient’s obligations under this Agreement as regards Confidential Information that is designated as non-trade secret Confidential Information shall expire on the earlier of (i) completion of five years from the execution date of the agreement (ii) on the execution of a contract or a definitive services agreement binding documentation containing no less stringent obligations than those contained herein.
2. **GENERAL PROVISIONS**
   1. Nothing in this Agreement constitutes any warranty or representation in respect of the Confidential Information or matters contained in it. Confidential Information is provided on an “as is” basis.
   2. The Confidential Information and all right, title and interest therein are and will remain at all times the exclusive property of the Disclosing Party. Nothing hereunder may be construed as granting any right or license under any patent, copyright, know-how or design rights, or other form of protection of industrial or intellectual property, or as creating any obligation on the part of either party to enter into any business relationship whatsoever or to purchase or offer for sale any service, item or product.
   3. Nothing in this Agreement shall be construed as giving rise to a relationship among or between the Parties of prime contractor and subcontractor, employer and employee, partners, agency or joint ventures. Neither Party shall have the authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose, regardless of the legal theory or basis therefor. Nothing contained in this Agreement shall be construed as:
      1. Granting or conferring any right to use any information or knowhow which a Party shall elect to furnish hereunder except as expressly authorized in a written consent; or
      2. Conferring any license or right with respect to any trademark, trade or brand name, the corporate name of either Party hereto or the corporate name of a subsidiary of either Party hereto or of any other name or mark or any contraction, abbreviation or simulation thereof.
   4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
   5. The Confidential Information shared by either Party shall not be assigned to any third parties by the recipient without the prior written consent of Discloser.
   6. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by the Parties hereto. E-mail is considered as a written form for the purpose of this Agreement.
   7. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   8. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Slovak Republic. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules.

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| RESCO spol. s r.o. | ………………………………. |
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| ………………………………… | ………………………………… |
| Andrew Scott Lorraine | name |
| CEO | position |
| RESCO spol. s r.o. | Company name |
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