**CONFIDENTIALITY UNDERTAKING AGREEMENT**

of November 27, 2020, Parties:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  | | --- | --- | | Name of company: | Zelgraf Jacek Lampart | | Address: | ul. Hoffmanowej 19, 35-016 Rzeszów | | KRS: | N/A | | NIP: | 8132177449 | | REGON: | 691747761 | | Represented by: | Jacek Lampart Kamil Rysz | | |  |  | | --- | --- | | Name of company: |  | | Address: |  | | KRS: |  | | NIP: |  | | REGON: |  | | Represented by: |  | |
| hereinafter referred to as the Disclosing Party | hereinafter referred to as the Receiving Party |

Jointly referred to as the Parties, concluded the following Agreement:

§ 1  
Definition of Confidential Information

For the purpose of concluding and carrying out this Agreement, "Confidential Information" shall be understood as information including:

* All and any technical and commercial documents,
* All and any business and commercial information and other information concerning finances, including quantities and prices,
* Information concerning the project and the negotiation process,
* Machine's technical information and parameters.

§ 2  
Obligations of Parties

1. The Receiving Party undertakes to keep Confidential Information secret for an indefinite period of time.
2. The Parties agree that the Receiving Party shall not disclose any Confidential Information in any way and form to any third parties, shall not make any copies of the received documents containing Confidential Information and shall not use Confidential Information for purposes other than carrying out the agreement concluded between the Parties.
3. The Receiving Party may be released from the obligation to maintain confidentiality on the basis of a written authorization granted by the Disclosing Party.
4. The Receiving Party undertakes to conclude relevant confidentiality undertaking agreements with their employees and co-operators who have an access to Confidential Information.
5. The Receiving Party undertakes to immediately inform the Disclosing Party if an undertaking arising from this Agreement has been broken by the Receiving Party or a third party.

§ 3  
Final Provisions

1. Provisions of the Civil Code shall apply in matters which have not been regulated herein.
2. All and any changes in this Agreement must be made in writing, otherwise they are null and void.
3. This Agreement has been made in two identical copies, one for each party.

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| --- | --- |
| Disclosing Party | Receiving Party |
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