

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on .....

### BETWEEN:

JCommerce Sp. z o.o. with its register seat in Katowice at Ks. Piotra Ściegiennego 3, entered into the Register of Entrepreneurs kept by the District Court Katowice – Wschód in Katowice, the 8th Commercial Division of the National Court Register (KRS), under the KRS number 0000739418 with share capital of PLN 1.281.558,00, fully paid, with Tax Identification Number (NIP): 945-20-27-657, represented by:  
Michał Soja – Sales Director,

### CLIENT:

Company name:

Company full address:

Company registered in:

Registration no:

VAT Number:

(The "Company").

### WHEREAS:

(A) JCommerce and the Company intend to disclose to each other certain information for the purpose of a vendor selection process as well as information regarding potential projects where JCommerce will be asked by the Company to take part in the offering process by receiving a specific enquiry. This cooperation may include the disclosure of confidential information relating to all aspects of data exchange in the sourcing process and will be considered as confidential information within the terms of this agreement (the "Project"); and

(B) Such exchange of information may include the disclosure by either party to the other of information which is of a confidential and/or proprietary nature, and which is of value to the other.

### IT IS AGREED AS FOLLOWS:

#### 1. DEFINITIONS

1.1. For the purpose of this Agreement:

"Affiliate"

means a company which is the relevant party's subsidiary, holding company or a subsidiary of its holding company where

a company is a subsidiary of another company (its “holding company”) if that other company holds a majority of the voting rights in it, is a member of it and has the right to appoint or remove a majority of its board directors, or is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or if it is a subsidiary (as defined above) of a company which is itself a subsidiary of that other company;

"Confidential Information"	means all information received from the Disclosing Party which is marked or notified to the Receiving Party as being confidential, together with any other information which in the normal course of business would be considered to be of a confidential nature;
"Disclosing Party"	means that party disclosing Confidential Information ; and
"Permitted Recipients"	means a party’s auditors and other professional advisers, insurers, its Affiliates, and the directors, officers, employees of itself or any of these; and
"Receiving Party"	means the party receiving Confidential Information.

## 2. CONFIDENTIALITY

- 2.1. JCommerce and the Company each undertake to the other:
  - 2.1.1. to keep and maintain all Confidential Information in the strictest confidence;
  - 2.1.2. not to disclose any Confidential Information to any third party except under like obligations of confidentiality, and only with the prior written consent of the Disclosing Party. Where the Disclosing Party has given such prior written consent, the third party will then be deemed to be a Permitted Recipient of the Receiving Party for the purposes of this Agreement;
  - 2.1.3. to use the Confidential Information for the purposes of the Project only;
  - 2.1.4. to make copies of Confidential Information only to the extent that the same is strictly required for the purposes of evaluation by it; and
  - 2.1.5. upon the request of the Disclosing Party, made at any time, return to the Disclosing Party all the Disclosing Party’s Confidential Information including any plans, drawings or any other tangible media containing or representing such Confidential Information and all copies thereof.

## 3. PERMITTED RECIPIENTS

- 3.1. The Receiving Party may, without consent, disclose Confidential Information to its Permitted Recipients but only to such of its Permitted Recipients who need to know the same for the purposes of the Project or, in the case of professional advisers, for use in their professional

capacity. The Receiving Party shall ensure that its Permitted Recipients who receive Confidential Information:

- 3.1.1. have been made aware of and shall comply with the requirements of confidentiality set out in this Agreement as if they were the Receiving Party; and
- 3.1.2. shall not cause or permit such Confidential Information to be disclosed to any third party.

The Disclosing Party may require the Receiving Party to verify compliance with this provision.

#### 4. DISCLOSURE BY LAW

The Receiving Party may, without consent, disclose Confidential Information if required to do so by law or any authority of competent jurisdiction. In such event, the Receiving Party shall limit disclosure to the extent strictly necessary and shall give the Disclosing Party as much notice of the requirement as practicable.

#### 5. EXCEPTIONS

- 5.1. The provisions of this Agreement shall not prevent a Receiving Party from disclosing any information where it can demonstrate and document that such information:
  - 5.1.1. was in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; or
  - 5.1.2. is or subsequently comes into the public domain other than by breach of this Agreement; or
  - 5.1.3. is independently developed or lawfully received by it from a third party who was free to divulge it.
- 5.2. Without prejudice to the generality of clause 5.1.2 above, Confidential Information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more items of Confidential Information shall not be deemed to be in the public domain by reason only of each separate item being so available.

#### 6. UNAUTHORISED DISCLOSURE

Without prejudice to the other rights of the Disclosing Party, in the event of an unauthorised disclosure or use of Confidential Information occurring directly or indirectly through a disclosure made to the Receiving Party, the Receiving Party shall use all reasonable endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.

#### 7. INTELLECTUAL PROPERTY

This Agreement shall not be construed as granting expressly or by implication during its term or thereafter, any rights in respect of any patent, copyright or any other intellectual property right in force and belonging to the Disclosing Party.

## 8. TITLE

The property in all Confidential Information and all tangible media of the Confidential Information disclosed pursuant to this Agreement shall, subject to any right of any other owner, remain with the Disclosing Party.

## 9. ACCURACY

- 9.1. Each of the parties recognises and agrees that:
- 9.1.1. neither they nor their respective affiliates, directors, officers, employees or advisors (i) accept or shall have any liability for or (ii) make any representation or warranty in respect of the accuracy or completeness of the Confidential Information whether at the time such Confidential Information is made or given or subsequently; and
  - 9.1.2. the Confidential Information is not intended to form the basis of any contract which may be entered into between the parties and nothing herein may be construed as a warranty or representation in relation to any such contract.

## 10. DATA PROTECTION

JCommerce and the Company shall comply with the provisions and obligations imposed by any applicable data protection legislation and all personal data acquired by either party from the other shall be returned to the Disclosing Party on request.

## 11. NON-COMPETITION

- 11.1. During the term of this Agreement and within 2 years after its termination the Company:
- 11.1.1. shall not offer employment to nor to employ (irrespective of the form of employment) JCommerce candidates and/or employees recommended to the Company for the execution of its project.
  - 11.1.2. without JCommerce knowledge and consent made in writing, shall not collaborate or use help of JCommerce candidates and/or employees that were recommended to the Company for the execution of its project.
- 11.2. In case of breach of the obligation specified in the section 1 above, the Company shall be obliged to pay the penalty in the amount of 50.000,00 PLN for each instance of such a breach.

## 12. WAIVER

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other shall not be construed as a waiver of any succeeding or continuing breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right or power that it has or may have hereunder operate as a waiver of any breach or default by the other.

### 13. THIRD PARTIES

This Agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. None of the provisions of this Agreement shall be enforceable by a third party pursuant to law which gives a person who is not a party to a contract the right to enforce any of its provisions.

### 14. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

### 15. DURATION

The provisions of this Agreement shall apply for a period of 2 years from the date of signature of this Agreement.

### 16. LAW

This Agreement shall be governed by the law of Poland and shall be subject to the non-exclusive jurisdiction of the Polish court with its seat in Katowice.

### EXECUTION

Agreed for and on behalf of the parties by their duly authorised officers on the date at the top of this Agreement.

SIGNED for and on behalf of

JCommerce

Signature

Name (printed)

Title

Date

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SIGNED for and on behalf of

CLIENT

Signature

Name (printed)

Title

Date

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