



PIEROŃCZYK

**SUBCONTRACTING
PRECISION PRODUCTS**

KOLEJNICTWO · PRZEMYSŁ · MOTORYZACJA

Ślusarstwo Produkcyjne

inż. Andrzej Pierończyk

ul. Budowlana 5, 41-100 Siemianowice Śląskie

NIP 6430003808 · REGON 270579373 · BDO 000245386

ING Bank Śląski PLN: 25 1050 1214 1000 0007 0041 2505

ING Bank Śląski EUR: PL68 1050 1214 1000 0090 7094 9616 · SWIFT/BIC: INGBPLPW

NON-DISCLOSURE AGREEMENT (NDA)

SUBCONTRACTING PRECISION PRODUCTS

Document	Non-Disclosure Agreement (NDA)
Document No.	SPP/NDA/.....
Version	1.0
Date of execution
Status	Template for use with customers, suppliers, subcontractors and other business partners

This template sets out the rules for protecting confidential information disclosed in connection with commercial discussions, preparation of quotations, analysis of technical documentation, execution of orders, production, quality control, audits, maintenance, deliveries, subcontracting or other cooperation with Ślusarstwo Produkcyjne inż. Andrzej Pierończyk.

CHAPTER I. PARTIES AND PURPOSE

§ 1

This Agreement is entered into between:

Party A / SPP: Ślusarstwo Produkcyjne inż. Andrzej Pierończyk, ul. Budowlana 5, 41-100 Siemianowice Śląskie, NIP: 6430003808, REGON: 270579373, BDO: 000245386, represented by:

Party B:

Tax ID / registration no.:

Address:

Represented by:

Together hereinafter the "Parties", and each individually a "Party".

§ 2

The purpose of this Agreement is to protect confidential technical, commercial, organisational, production and quality information disclosed to the other Party in connection with planned or ongoing cooperation. The Agreement is mutual: each Party is simultaneously the disclosing party with respect to its own information and the receiving party with respect to the other Party's information. The rights and obligations arising from the Agreement apply accordingly to each Party in both roles.

The Agreement applies to information transmitted in writing, electronically, verbally, visually, during facility visits, audits, requests for quotation, technical meetings, transfer of samples, drawings, models, specifications, photographs, reports, files, quality documentation and commercial correspondence.

"Termination of cooperation" means the date of the last order, invoice, delivery, acceptance report or commercial correspondence relating to the cooperation covered by the Agreement, whichever occurs last.

CHAPTER II. DEFINITIONS AND SCOPE OF CONFIDENTIAL INFORMATION

§ 3

"Confidential Information" means all non-publicly disclosed information that the disclosing Party provides to the other Party or to which the other Party gains access in connection with their cooperation, regardless of the form of recording and the method of transmission. Confidential Information includes in particular:

- technical drawings, 2D/3D models, CAD/CAM documentation, material specifications, tolerances, quality requirements, testing results;
- technological processes, machining parameters, tooling and fixture know-how, production sequences;
- pricing, cost calculations, costing methods, margin information;
- names and contact details of customers and suppliers, commercial strategies, development plans;
- quality management system documentation, audit results, non-conformity records;
- IT system architecture, software, production databases, ERP configurations;
- any other information labelled as confidential or which a reasonable person would regard as confidential given the circumstances of its disclosure.

§ 4 — Exclusions

Information is not considered confidential if the receiving Party can demonstrate that:

- it was publicly available at the time of disclosure or became publicly available without breach of this Agreement;
- it was already in the possession of the receiving Party at the time of disclosure and was not obtained from the disclosing Party;
- it was disclosed by a third party who had the right to disclose it;
- it was independently developed by the receiving Party without use of the disclosing Party's Confidential Information;
- disclosure is required by law or by order of a court or other competent authority — in which case the other Party shall be notified promptly if permitted by law.

CHAPTER III. OBLIGATIONS OF THE RECEIVING PARTY

§ 5

The receiving Party undertakes to:

- maintain confidentiality of the Confidential Information received and use it only for the purpose of carrying out the cooperation covered by this Agreement;
- not disclose, transfer, sell, copy or share Confidential Information with third parties without the written consent of the disclosing Party;
- restrict access to Confidential Information to employees and associates who need it to carry out the cooperation and who are bound by an equivalent obligation of confidentiality;
- take technical and organisational measures no less protective than those used to protect its own confidential information of a similar nature, but in any case no less than a reasonable level of care;

- inform the disclosing Party immediately upon learning of any unauthorised disclosure, theft, loss or breach of confidentiality of the Confidential Information.

CHAPTER IV. TERM AND RETURN OF INFORMATION

§ 6

This Agreement shall remain in force for the duration of the cooperation and for a period of 5 (five) years from the termination of cooperation. The Parties may agree a longer term for specific categories of information in writing.

Upon termination of the cooperation or at the request of the disclosing Party, the receiving Party shall — at the disclosing Party's election — return or irretrievably destroy all documents, electronic files, copies and records containing the disclosing Party's Confidential Information, and shall confirm this in writing within 14 days.

CHAPTER V. REMEDIES AND LIABILITY

§ 7

In the event of a breach of the confidentiality obligations under this Agreement, the disclosing Party shall be entitled to seek:

- compensation for the actual damage suffered, including loss of profits;
- injunctive relief preventing further disclosure or use of the Confidential Information;
- a contractual penalty of PLN 50,000 (fifty thousand Polish złoty) for each confirmed case of breach — without prejudice to the right to claim compensation exceeding this amount.

The receiving Party shall be liable for breaches committed by its employees, associates and subcontractors to whom it disclosed Confidential Information as if they were its own breaches.

CHAPTER VI. FINAL PROVISIONS

§ 8

This Agreement is governed by Polish law. Any disputes arising from this Agreement shall be resolved by the court having jurisdiction over the seat of SPP. The Agreement is effective from the date of signature by both Parties and supersedes any prior oral or written arrangements on the same subject.

Amendments to this Agreement require the written form to be valid. The Agreement is executed in two copies, one for each Party.

Party A — SPP Ślusarstwo Produkcyjne inż. Andrzej
Pierończyk Date:
Signature:

Party B Date:
..... Signature:
.....