**NON DISCLOSURE AGREEMENT**

on record at STC under Ref. No. [•]/2018

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

with seat at Prague 1, Růžová 6, No. 943, Postcode 110 00

registered in the Commercial Register administered by the Municipal Court in Prague,

Section ALX, Entry 296, File No. Ps 296/1

represented by: **Tomáš Hebelka, MSc, general director**

Business ID No. 00001279

Tax ID No. CZ00001279

bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Bank Account Number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as “STC”)

and

[•]

with seat: [•]

registered in the Commercial Register maintained by the [•]

represented by: [•]

Business ID No. [•]

Tax ID No. [•]

bank details: [•]

Bank Account Number: [•]

(hereinafter referred to as “[•]”)

(hereinafter, jointly referred to as the “Parties”)

enter into this

**Non Disclosure Agreement (hereinafter referred to as the “Agreement”)**

Further to the negotiations on mutual collaboration and in connection with public supply contract: **“CToP line for production of printing plates and film exposure”**, the Parties shall mutually provide each other with information, which may be regarded as information of non-public character. Due to the character of such information, the Parties have an interest in the protection and security of such information and demand observance of confidentiality duty in respect of this non-public information. The Parties by signature hereof undertake to treat all information of non-public character regardless of whether it in written, oral, visual, electronic or other form, which the Parties have mutually provided or will provide to each other in compliance with the conditions stipulated below.

**I.**

1. The Parties are not authorised to provide any third party with such non-public information which they obtained or will obtain in course of mutual co-operation, as well as information related to the creation and content of this Agreement. This does not apply to necessary information, which should be provided to the employees of the Parties - processors of the information or possibly other subjects - for the purpose of fulfilment of this Agreement.
2. The Parties are obliged to ensure that the duties arising from this Agreement are observed by all persons who obtain the non-public information or to whom such information is available under the preceding paragraph. Breach of the contractual duties stipulated hereof by any of these persons is considered as a breach of the Agreement by the Party that has provided such non-public information.
3. Under this Agreement, non-public information shall be **all information mutually provided** in written, audio, video, electronic or other form, as well as the know-how and other information, which have real or at least potential value and that is not generally available in the given business circles, and which is marked in writing as discrete information (abbreviated “DIS”), or that can be assumed to be non-public information from the nature of the matter.
4. The Parties undertake that if they shall within the framework of the mutual co-operation encounter personal/sensitive data by course of Act No. 101/2000 Coll., on Personal Data Protection, as amended, they shall take all necessary action to prevent unauthorised or accidental access to such data, its change, destruction or loss, unauthorised transmission, other unauthorised processing as well as its abuse.
5. In this connection, the Parties particularly undertake:
   1. not to share non-public information with third parties (excluding cases in which this Agreement expressly permits),
   2. ensure that the given non-public information was not provided to third parties,
   3. secure data or information regardless of whether it is in written, oral, video, electronic or other form, including photocopies, containing non-public information against abuse by third parties, or secure them against loss,
6. Protection of non-public information does not apply particularly to cases where:
   1. the Party proves that this information is publicly available without the concerned Party being liable for such fact,
   2. the Party proves that it had this information available before the date on which it was provided by the other Party, and that it did not obtain it in breach of law,
   3. the Party shall receive written consent from the providing Party to permit further access to the given information,
   4. provision of the information is required by law or by decision of a competent state administration or autonomy body,
   5. an auditor is auditing one of the Parties on the basis of authorisation under applicable legal regulations.

**II**

1. The Parties undertake upon request from the other Party:
2. to return all non-public information provided in “material form” (particularly in writing or electronically) and any other further materials containing information or deducing any information of non-public character,
3. to return or destroy copies, extracts or other overall or partial reproductions or records of such non-public information,
4. without undue delay, to destroy all documents, memoranda, notes and other written papers issued on the basis of the non-public information,
5. to destroy materials stored in computers, text editors or other equipment containing non-public information in the sense of this Agreement.

The Parties also undertake to ensure that all other entities to whom the non-public information was provided through one of the Parties do likewise.

1. Destruction and removal of materials in the sense of the preceding paragraph shall be done by the responsible employee of the obliged Party appointed to destroy and remove the materials, and confirmed in writing upon request from the other Party.

**III.**

In the event that any of the Parties, its representatives or employees – processors of the information, in a credible manner get to know, or shall have substantiated suspicion that the non-public information or its part has been accessed by an unauthorised person or provided to an unauthorised subject, they are obliged to notify the other Party of such eventuality without undue delay.

**IV.**

1. In the event that any of the Parties in a demonstrable manner breaches Article I, para. 1, 2 and 4, 5 and Article III. hereof, the other Party is entitled to seek a contractual penalty in the amount of EUR 8 000 (words: eight thousand six hundred euros) for each individual breach or non-fulfilment of such contractual obligation. The burden of proof is borne by the Party that contends that a breach of duty has occurred.
2. The contractual penalty is due within 30 days after delivery of the justified and properly issued invoice. The seeking of such a contractual penalty does not affect or limit the entitlement of the aggrieved Party to compensation of damage in full, also damage in excess of the contractual penalty.

**V.**

1. The confidentiality duty hereof has no time limitation. The confidentiality duty relating to non-public information obtained within the framework of co-operation with the other Party shall persist even after termination of co-operation or this Agreement.
2. The Parties are not entitled to any remuneration for provision of non-public information under this Agreement.
3. This Agreement is also binding for the legal successors of the Parties.
4. None of the Parties **may assign or in some other manner transfer** this Agreement in part or fully or the rights and obligations hereof to a third party or any related companies without the prior written consent of the other Party.
5. The contractual relations that are not expressly regulated hereof shall be governed by Czech law.
6. The Agreement may be changed or supplemented only as per agreement of the Parties by means of numbered written amendments, which are designated as such and numbered in ascending order.
7. This Agreement is made out in two (2) copies, each with the force of an original and each Party receives one (1) copy.
8. This Agreement shall become valid and effective on the date when the Parties' authorised representatives sign it.

In Prague dated In ………….. dated

On behalf of STC: On behalf of [•]:

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**Tomáš Hebelka, MSc**

general director [•]

STÁTNÍ TISKÁRNA CENIN, státní podnik