

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made effective as of (the “Effective Date”) by and between **Silk Software House Sp. z o.o.** , with offices at address: Gen. Zajaczka 30/1, 01-510 Warsaw, POLAND, Tax ID no: PL5252556107

and

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DEFINITIONS

A. “Affiliate” shall mean an entity that controls a party hereto, an entity that is controlled by a party hereto, or an entity controlled by another entity that controls a party hereto, provided that, for purposes of this definition, “to control” means to have direct or indirect ownership of more than fifty percent (50%) of the outstanding shares or equity of an entity.

B. “Confidential Information” shall mean (i) know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, projections, computer source code, customer lists, pricing information, marketing plans, personnel information, financial information and business strategies, (ii) other information that, a reasonable person would conclude, is intended to remain confidential, due to its nature or the circumstances under which it is disclosed, (iii) any other non-public information that either party designates as confidential pursuant to the terms herein, and (iv) any and all such information of an Affiliate or other third party (including, but not limited to, any licensor, licensee, or client of a party hereto) that may be disclosed or furnished to Receiving Party, or accessed by Receiving Party.

C. “Disclosing Party” shall mean a party hereto, as well as any Affiliate of such party, that discloses or furnishes Confidential Information to Receiving Party, or provides or allows Receiving Party access to Confidential Information, either directly or through another party.

D. “Receiving Party” shall mean a party hereto, as well as any Affiliate of such party, that receives or accesses Confidential Information of Disclosing Party.

AGREEMENT

1. In consideration of the mutual obligations herein, each of the parties may disclose to the other various Confidential Information from time to time in connection with a potential business relationship between the parties, subject to the terms of this Agreement.
2. Disclosing Party may designate specific materials and information as Confidential Information, except materials or information that Disclosing Party does not, in good faith, consider to be proprietary or confidential. The absence of any such designation shall not relieve Receiving Party of any obligation hereunder.
3. Receiving Party shall maintain the secrecy and confidentiality of all Confidential Information of Disclosing Party with the same care that applies to Receiving Party's own confidential materials and information, but in any event using reasonable care.
4. Receiving Party may disclose Confidential Information of Disclosing Party only for purposes of the joint activity of the parties and only to the employees and contractors of Receiving Party and any Affiliate of Receiving Party who have a need to know, provided that each such employee has previously been advised of the confidential nature of such Confidential Information, and each such contractor has agreed in writing to be bound by an obligation of confidentiality no less protective of such Confidential Information than the terms herein. Each party to this Agreement shall cause each Affiliate of such party that becomes a Receiving Party hereunder to comply with the provisions of this Agreement.
5. Nothing in this Agreement shall be construed to grant to Receiving Party any title, ownership, intellectual property right or license in the Confidential Information of Disclosing Party, and Receiving Party acknowledges that it does not acquire any such title, ownership, intellectual property right or license under this Agreement. Nothing in this Agreement shall be construed as an obligation of either party to enter into a contract, subcontract or other business relationship with the other party.
6. Receiving Party shall not publicly distribute evaluations or summaries of Confidential Information of Disclosing Party without written authorization of Disclosing Party. Any such authorization may be conditioned upon the inclusion of copyright notices or other appropriate markings in the evaluations or summaries.

7. Receiving Party has no obligation with respect to any Confidential Information of Disclosing Party that: (a) was rightfully in Receiving Party's possession before receipt from Disclosing Party other than through prior disclosure by Disclosing Party; or (b) is or becomes publicly available without a breach of this Agreement; or (c) is rightfully received by Receiving Party from a third party without an obligation of confidentiality; or (d) is independently developed by Receiving Party without the use of Confidential Information of Disclosing Party. Receiving Party shall have the right to disclose Confidential Information of Disclosing Party pursuant to a court order, governmental regulation or other legal requirement, provided that, prior to any such disclosure, Receiving Party gives Disclosing Party notice and a reasonable opportunity to oppose or limit disclosure.

8. This Agreement may be terminated by either party upon thirty (30) days written notice. Termination of this Agreement for any reason shall not relieve Receiving Party of its obligations hereunder, and all obligations under Articles 3, 4, 6, 7, 8, and 9 shall survive termination of this Agreement for a period of two (2) years.

9. Except as otherwise expressly agreed by the parties in writing, upon termination of this Agreement, Receiving Party shall (a) immediately cease using Confidential Information of Disclosing Party, (b) promptly return to Disclosing Party or, with the consent of Disclosing Party, destroy all media received from Disclosing Party that contain Confidential Information of Disclosing Party, (c) destroy all other copies of Disclosing Party's Confidential Information in Receiving Party's possession or control, and (d) promptly certify in writing Receiving Party's compliance with the terms of this section.

10. In the event that Receiving Party breaches this Agreement, damages may not provide an adequate remedy for Disclosing Party. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Disclosing Party may be entitled to injunctive relief, in addition to any other relief available at law or in equity.

11. This Agreement states the entire understanding of the parties with respect to the exchange and protection of Confidential Information, superseding all prior agreements with respect thereto.

12. This Agreement and any non-contractual obligation arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of English courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives and made effective as of the Effective Date.

Silk Software House Sp. z o.o.

COMPANY NAME

By:

Authorized Signature

Authorized Signature

Name (in Capital Letters)

Name (in Capital Letters)

Title

Title

Date

Date