This **MUTUAL NON-DISCLOSURE AGREEMENT** concluded pursuant to Section 269 (2) of the Act No. 513/1991 Coll. the Commercial Code, as amended (hereinafter as the “**Commercial Code**) (hereinafter as the "**Agreement**")

**BETWEEN:**

1. **[business name]**, with its registered seat at [business address], Identification no.: [●], registered in the Commercial Register maintained by the District Court [●], Section: [●], Insert no.: [●], acting through [person with the authority to sign], email: [●] (hereinafter as the “**Company**“); and
2. **[business name]**, with its registered seat at [business address], Identification no.:[●], registered in the Commercial Register maintained by the District Court [●], Section: [●], Insert no.: [●], acting through [person with the authority to sign], email: [●] (hereinafter as the “**Partner**“).

(The Company and the Partner together hereinafter as the “**Parties**” and individually as the “**Party**”)

**WHEREAS:**

1. The Company and the Partner manifest interest in potential cooperation on mutual project [please describe the project, e.g. “provision of XY services”, “development of a software solution XY”](hereinafter as the “**Project**“); and
2. The Parties wish to enter into business negotiations in relation to the Project, that may lead to mutual exchange of confidential information.

**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **Purpose of the Agreement**
	1. The purpose of the Agreement is to protect the confidentiality of any and all Confidential Information (as defined in section 2.6 of the Agreement (hereinafter as the „**Confidential Information**“) that may be provided to a Party and/or that a Party may gain access to before, throughout or after the duration of the Project.
2. **Confidentiality**
	1. The Parties are obliged to maintain the confidentiality of Confidential Information, which they may not disseminate, provide or make available to any third parties or use for themselves or for other persons contrary to the purpose for which it was provided or accessed before, during the Project or after its end.
	2. The Parties are obliged to use the Confidential Information exclusively for the purpose of the Project. The Parties undertake to treat all Confidential Information in strict confidence and to take all reasonable measures to prevent the leakage, disclosure or access to the Confidential Information by third parties.
	3. The Parties are entitled to provide Confidential Information only to those employees, contractors, legal, tax or other professional advisors or other partners who need to know the Confidential Information in connection with the Project, and these persons or entities must be bound by a duty of confidentiality at least as broad as that in this Agreement.
	4. If requested by other Party, the Party is obliged to immediately return to the other Party or destroy, where return is not possible, all documents, materials and their content provided to them and confirm in writing that all the Confidential Information has been returned or destroyed; except to the extent in which the Party is obliged to retain any Confidential Information pursuant to applicable law.
	5. The Section 2.1 of the Agreement shall not apply:
		1. if a Party proves that the Confidential Information of the other Party was or becomes generally available to the public through no improper action or inaction by the Party;
		2. if the Party has legally obtained, had available or owned the Confidential Information prior to the signing of the Agreement;
		3. if Confidential Information was independently developed or rightfully disclosed to it by a third party without restriction, which the Party can believably prove;
		4. If the disclosure of the Confidential Information is requested pursuant to valid law.
	6. The Parties agree that Confidential Information is all of the following information, whether or not it has been made available to the other Party orally, in writing, visually or in any other form:
		1. the content of the Agreement, the content of any other agreements between the Parties;
		2. description, characterisation or any other information about the Project;
		3. any and all information on the person/entity or activity of the other Party and its business partners and on any procedures, actions planned or taken, agreements, contracts, documents, arrangements, discussions (including the content of discussions), commercial policy, economic results or any other acts of which they will be aware or which will be carried out or which are to be carried out in connection with the Project and of which they will, at the same time, be aware. The Parties also undertake to maintain the confidentiality in relation to persons who will act in the process of implementing the Project, of which they will be aware, at the same time any information which the Party designates as confidential or which the Party becomes aware of in the exercise of its rights and obligations in connection with the Project;
		4. any information which the Party learns in the course of the Project and which can reasonably be presumed to remain secret and confidential.
3. **Termination of the Agreement**
	1. This Agreement automatically terminates on the date of termination of the Project by the Parties and the rights and obligations arising from it last for a period of [3] years from the date of its termination.
	2. The Agreement may also terminate by mutual written agreement of the Parties.
	3. The Parties have agreed that the application of the provisions of Section 344 et seq. Commercial Code is excluded.
4. **Final Provisions**
	1. This Agreement shall become valid and effective as of the date of its conclusion.
	2. The exchange of a fully executed version of the Agreement by electronic transmission in PDF format or otherwise shall be sufficient to bind the Parties to the terms and conditions of this Agreement and no exchange of originals is necessary. This shall apply also to any action taken or notices given in connection with this Agreement.
	3. The Agreement may be amended only by agreement of the Parties in the form of numbered written amendments.
	4. Any of the provisions of this Agreement which are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, shall be in such extent of invalidity and unenforceability considered as severable and will be looked upon as if deleted from the Agreement while the rest of this Agreement shall otherwise remain unchanged, thus in full force and effect. The Parties undertake to replace the invalid or unenforceable provisions by provisions which most closely reflect their meaning and purpose according to this Agreement.
	5. The Parties in accordance with Section 262 (1) of the Commercial Code agreed that their contractual relationship is governed by the Commercial Code. Any dispute or claim arising out of or in connection with this Agreement, including any questions relating to its validity, interpretation, breach or termination, shall be governed by Slovak law. The Parties undertake to settle any disputes by mutual agreement. If this is not possible, the courts of the Slovak Republic will have jurisdiction to decide disputes.
	6. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements or agreements related to the subject matter hereof, either written or oral.
	7. This Agreement has been executed in two (2) counterparts in English language, one (1) for each Party. Each of the counterparts shall be deemed an original.
	8. The Parties declare that they are concluding this Agreement freely and seriously, that it has not been concluded under unfavourable conditions or in distress, and they sign it to manifest agreement.

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| In [●], dated [●] | In [●], dated [●] |
| On behalf of **[business name of Company]** | On behalf of **[business name of Partner]** |
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| Name: **[●]** | Name: **[●]** |
| Position: **[e.g. Executive]** | Position: **[e.g. Executive]** |