

MUTUAL NON-DISCLOSURE AGREEMENT

aimed at protecting confidential information disclosed by either Party to the other Party.

Article 1: Confidential Information

Solely for the purpose of this Agreement, the Party disclosing the information under this Agreement shall be hereinafter referred to as the “Disclosing Party” and the Party receiving the confidential information shall be referred to as the “Receiving Party”.

Confidential information shall be deemed to include all information in any form (tangible or intangible) relating to the Parties' business affairs, past, present or future products or services, for instance:

1. financial information, including prices, revenue, costs and profit;
2. technical information, including research, development, hardware, software, formulas, algorithms, data, samples, models, specifications, configurations, capacities, tests, processes, methods, techniques and know-how;
3. business information, including strategies, operations, plans, forecasts, customers and suppliers;
4. any other information which is held by the Party as business secret and constitutes a trade secret under law.

All information about contracts, negotiations, discussions and proposals shall also be deemed confidential, unless the Parties waive the confidential character expressly in writing.

Information shall be deemed confidential hereunder, if:

1. it is provided in writing or other tangible form and has a confidentiality designation in a prominent place;
2. it is provided in intangible form.

Article 2: Exceptions to Confidential Information

The following shall not be deemed confidential information of the Disclosing Party:

1. information which is publicly known through no fault of the Receiving Party;
2. information which has already been legitimately obtained by the Receiving Party, which the latter shall prove by written record, if such information is not deemed confidential information arising from the relationship between the Receiving Party and a third party;
3. information which the Receiving Party legitimately obtained without restrictions in respect of further disclosure;
4. information which was developed independently by the Receiving Party without the use of knowledge derived from the confidential information of the Disclosing Party;
5. information which was disclosed based on previous written consent of the Disclosing Party.

The Receiving Party may disclose the confidential information of the Disclosing Party to the extent required by law or other regulation, a court order or an administrative decision. The Receiving Party shall immediately inform the Disclosing Party about the required disclosure and enable it to pursue all legal remedies, limit disclosure or in other way protect itself against the required disclosure.

Article 3: Term

This Agreement shall be effective for 3 (three) years since concluded. Either Party may terminate this Agreement in writing with 60 days' notice. The obligations of the Parties relating to the information received during the term hereof shall survive until 2 (two) years have passed since the termination or expiry of this Agreement.

Article 4: Use and Protection of Confidential Information

The Receiving Party may only use the confidential information to continue talks, negotiations or existing relationships with the other Party. Confidential information may not be divulged to third parties without the written consent of the Disclosing Party.

The Receiving Party may disclose confidential information to its related parties or their employees who are required to have this information. Such employees shall be bound by contract not to disclose confidential information and shall be subject to confidentiality obligations no less restrictive than those of this Agreement. The primary responsibility for any unauthorised disclosure by related parties shall remain with the Receiving Party.

The Receiving Party shall treat the Disclosing Party's confidential information with a degree of care and protection with which it treats its own information of similar character (but in any event with no less than prudent care and protection).

The Receiving Party may not:

1. remove the proprietary notices from confidential information;
2. reproduce or use the data (and the respective carriers, regardless of their nature), except to the extent necessary to fulfil the purposes of this Agreement to the benefit of both Parties;

Article 5: Transfer of Rights

All confidential information disclosed according to this Agreement remains the property of the Disclosing Party. No right to use brands, patents, innovations, copyrights or other intellectual property rights shall be transferred hereunder to the Receiving Party, except for the use of confidential information specified herein.

The Receiving Party shall return the confidential information to the Disclosing Party or destroy it upon the termination of this Agreement or at the request of the Disclosing Party at any time. The same shall apply to all copies, summaries or other tangible confidential information of the Disclosing Party kept and supervised by the Receiving Party. At the Disclosing Party's request, the Receiving Party shall issue a certificate signed by the person responsible confirming that any confidential information not returned to the Disclosing Party has been destroyed.

Article 6: Protection and Warranties

Neither Party is obligated to disclose confidential information.

Both Parties warrant that they are entitled to disclose the confidential information which they are disclosing. Either Party shall defend the other Party against third party claims due to unauthorised disclosure of third party's confidential information.

All confidential information is disclosed on as-is basis and neither Party gives any warranties with respect to its accuracy, completeness, merchantability and fitness for a particular purpose.

Article 7: Remedies

The Parties agree that unauthorised disclosure or use of confidential information by the Receiving Party may cause irreparable damage to the Disclosing Party. If this Agreement is or might be breached, the Disclosing Party may request the competent court to issue an interim injunction or it may pursue another legal remedy to protect its confidential information in addition to damage compensation to which it may be entitled under the law.

Article 8: Partnership and Business Ties

The exchange of confidential information hereunder shall not create any agency, partnership, joint venture or civil law company between the Parties. Nothing herein shall obligate either Party to develop or sell or stop developing or selling any product or service. It shall also not obligate either Party to conclude any transaction with or buy any product or service from the other Party.

Article 9: Final Provisions

This Agreement:

1. shall be governed by the laws of the Republic of Slovenia;
2. contains the final and entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties with respect to confidential information;
3. may be amended only in writing;
4. shall apply even if an individual provision hereof is or becomes invalid;
5. contains chapter headings only for convenience of reference;
6. is made in two copies, of which each Party shall receive one;
7. shall enter into force on the day it is signed by the last Party or when the service offer of Žlindra d.o.o. is confirmed (document is accessible at: [http://www.zlindra.com/vsebina/NDA_Zlindra_ANG\(1\).pdf](http://www.zlindra.com/vsebina/NDA_Zlindra_ANG(1).pdf)).