order to discuss the possibility of establishing the Cooperation, the Recipient shall receive various information, data or materials, including scientific, research, technological, marketing, trade, technical, business, financial, organizational, and other information connected with activities of Adamed or its affiliates, constituting confidential information, irrespective of the method and form of their disclosure to the Recipient or the medium of communication used, and irrespective of whether they are marked as confidential. All such information, data, materials are hereinafter jointly referred to as the **Information**. The term “Information” shall include, particularly all information form Adamed or its affiliates concerning: conducted, current and planned projects or research, results of research, research and development, experiments or tests, methods, composition, formulations, compositions, specifications, product dossiers, molecules, structure, processes, experiences, inventions, know-how, inventions, intellectual property rights, patent applications, ideas, plans, formulas, algorithms, current and planned products, product applications, planned processes, manufacturing methods, contracts, customers, suppliers and other business partners, distribution, financial data, marketing or sales strategies, development strategies, registration strategies, trade secrets, employment. The term “Information” shall also include the discussions on the Cooperation, the content, process and results of such discussions and any proposals or findings of the Recipient regarding the Cooperation, as well as the content of the Statement and conditions stipulated in the Statement. The term “Information” shall also include all discoveries, experimental results, formulations, reports, papers, notebook entries, descriptions, excerpts, all kind of samples, memoranda and the like, comprising or incorporating, in whole or in part, the Information, or derived from or based on the Information. The Infromation shall be treated as a trade secret of Adamed or its affiliates under the provisions of the Unfair Competition Act of April 16th, 1993.

1. For the purpose of the Statement, the term “**Affiliate**” means, in relation to Adamed, any natural person or corporate entity, Polish or foreign, directly or indirectly controlling, controlled by Adamed, or under common control with Adamed, or so associated with its parent company against Adamed, provided that, for the purposes of this definition, the term “**Control**” (including, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, whether through the ownership of equity interests or shares or voting rights, by a contract or otherwise.
2. The term “Information” does not include information which:
3. was publicly known before its disclosure to the Recipient,
4. after its disclosure to the Recipient became publicly known without the breach of the Statement,
5. was lawfully obtained by the Recipient from a third party who holded the information lawfully and was entitled to disclose it without breaching any contractual or legal obligation relating to the information.

The Recipient declares that the burden of proof of the above-mentioned conditions is on it.

1. Any references in the Statement to "**Representatives**" of Adamed or of the Recipient shall mean any board member, directors, employees, associates, proxies and advisors to Adamed or the Recipient and their affiliates.
2. Any references in the Statement to disclosure made by Adamed will be treated as including disclosures made by or on behalf of Adamed or its Representatives. Any references in the Statement to receiving by the Recipient will be treated as including receiving the Information by or on behalf of the Recipient or its Representatives.
3. The Recipient hereby undertakes to use the Information, only in the necessary extent, solely and exclusively for the purpose of discussing with Adamed the Cooperation. In particular the Recipient undertakes not to use the Information for any other purpose whatsoever, including but not limited to provide service to third parties, the development, manufacture, marketing, sale or licensing of any process or product or any other commercial purpose anywhere in the world.
4. The Recipient hereby undertakes to keep the Information safe in a secure place and properly protected against theft, damage, loss and negligent disclosure or unauthorized access (including, but not limited to, access by electronic means). In each case such precautions, skills and degree of care shall be no less than the precautions, skills and degree of care the Recipient applies to its own Information.
5. The Recipient hereby undertakes to maintain the confidentiality of the Information and not to disclose it directly or indirectly to any third party, organization, individual or otherwise, without the prior written consent of Adamed. Within its structure, the Recipient will limit the disclosure of the Information to those of the Representatives of the Recipient who need to use the Information in connection with their involvement in discussing the possibility of the Cooperation, provided that the Representatives will be informed by the Recipient of the obligations arising from the Statement and will be obliged to comply with all the conditions of the Statement, in particular to keep the Information strictly confidential and not to use the Information in any manner other than that permitted by the Statement. Any breach of the obligations contained in the Statement by the Representatives of the Recipient shall be treated as a breach of such obligations by the Recipient. The Recipient is liable for any acts or omissions of its Representatives as for its own acts or omissions.
6. Notwithstanding the provisions of the paragraphs hereinabove, the Recipient shall be allowed to disclose the Information in the following circumstances:
7. upon a binding order of a court of competent jurisdiction or another competent state authority; and
8. in other cases, where required under mandatory legal provisions,

provided that the Recipient:

1. as soon as reasonably practicable prior to disclosure, notifies Adamed in writing of the duty to disclose (provided that such notification would not place the Recipient in breach of any law);
2. as far as reasonably practicable, considers the justified comments of Adamed as to the scope, contents, time and manner of disclosure of the requested Information, and allows Adamed to take action in order to avoid the need to disclose or to limit the scope of disclosure;
3. takes all reasonable action necessary to protect the Information in relation to such disclosure; and
4. discloses the requested Information only to the minimum necessary extent.
5. At the request of Adamed, the Recipient shall return to Adamed, within 30 calendar days from receipt of such a request, all data, documents and other materials in any form whatsoever that were provided to the Recipient by Adamed, which contain or reflect any of the Information in their entirety or part, and shall not retain any copies thereof. All other documents, memos, notes or other materials in any form whatsoever that were drafted by the Recipient or its Representatives and included the Information shall be permanently destroyed by the Recipient. The Recipient is also obliged to permanently remove all the Information from all data carriers of the Recipient and its Representatives, in particular from electronic data carriers. At the request of Adamed, the destruction and removal mentioned in the preceding sentences shall be confirmed to the Adamed in writing by an authorized employee of the Recipient within 30 calendar days from receipt of the hereinabove mentioned request. The provisions of this paragraph do not rescind or limit the Recipient’s duty to maintain confidentiality and any other duties set forth in the Statement.
6. Adamed, its Affiliates and their Representatives shall not be liable to the Recipient and its Representatives for their use of the Information, unless the provided Information violates third party rights or applicable laws and the Recipient used the Information in accordance with this Statement.
7. No license or other right is granted, transferred, implied or implied with respect to or in connection with the Information. All rights, in particular ownership and intellectual property rights, to the Information, data, results, inventions, solutions, products, know-how, technologies, processes, etc. arising from or in connection with the Information, are and will remain exclusively the property of Adamed or its Affiliates. The Recipient is not entitled to have any rights to the invention, exclusive rights to the invention, copyrights or other rights to the Information, or information, data, results, products, inventions, solutions, know-how, technologies, processes, etc. created on the basis of or by using the Information. Nothing in this Statement will be considered as granting to the Recipient, directly or indirectly, any license or intellectual property right or interest in the Information or any information, data, results, inventions, solutions, products, know-how, technologies, processes, etc., created by or on the basis of the Information.
8. This Statement shall not create any obligation to establish the Cooperation or to disclose any Information to the Recipient.
9. The Recipient acknowledges that if the damages incurred by Adamed or its Affiliate cannot be adequately compensated by money, in the event of the breach of any of the provisions of the Statement, Adamed or its Affiliate shall be entitled, in addition to any other right or available remedy, to an injunction restraining such breach or any threatened breach and to specific performance of any provision hereof and, in either case, no bond or other security shall be required of Adamed or its Affiliates in connection with such injunction.
10. The Recipient shall not make any publication, press release or other communication concerning the Statement or its performance without the previous consent of Adamed, to be expressed in writing.
11. The Recipient undertakes to maintain the confidentiality of the Information for a period of 5 years. Notwithstanding the foregoing, the Recipient’s obligations set herein concerning the Information constituting a trade secret of Adamed (within the meaning of the Unfair Competition Act) shall remain in effect for so long as trade secret protection applies (but in no event less than the period specified in the first sentence of this paragraph).
12. The rights and obligations of the Recipient resulting from the Statement cannot be assigned or transferred to any third party without prior written and express consent of Adamed.
13. The Recipient shall appoint the following person who is authorised to maintain contact with Adamed:

 full name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

A change of the person specified in this paragraph shall not require an amendment hereto. Such a change may be effected through a written or electronic notice sent to Adamed.

1. The Statement is governed by Polish law and will be interpreted in accordance with that law. Any dispute or controversy arising out of or in connection with the Statement including but not limited to any question regarding its existence, provisions or validity, in the event of any dispute, should be settled by the common court having jurisdiction over the registered office of Adamed.
2. In any event, whenever a Statement requires written form, this form is strictly reserved on pain of nullity.
3. All changes to and amendments of this Statement, or waiver of the terms of the Statement shall require written form. No failure or delay by Adamed or its Affiliates in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
4. Pursuant to Article 13 of the General Data Protection Regulation of 27 April 2016 (**GDPR**), I would like to inform you that Adamed acts as the controller of your personal data. Data protection officer contact details: iod@adamed.com.
5. Personal data of the Recipient and its Representatives will be processed for the purpose of executing the Statement under art. 6 par. 1 letter b) GDPR: *processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract*.
6. The recipients of personal data of the Recipient and its Representatives include other entities of the Adamed Group, suppliers of IT systems, law offices and advisory companies with whom the controller cooperates. Personal data will be processed for the period of 6 years from the end of the period specified in paragraph 17 of the Statement due to legal requirements imposed on the administrator in the area of accounting.
7. The Recipient and its Representatives have the right to access their data, the right to rectification, erasure, restriction of processing, the right to data portability, the right to object. The Recipient and its Representatives have the right to lodge a complaint with a relevant supervisory authority with respect to personal data protection, if they consider that the processing of their personal data infringes the provisions of the General Data Protection Regulation of 27 April 2016. The provision of personal data of the Recipient and its Representatives is a requirement necessary to submit and execute the Statement.
8. The provided and obtained personal data will be used only for the purposes arising from the scope of the Statement.

**The Recipient**

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