

Non-Disclosure Agreement

between

UAB Softera Baltic

K. Donelaicio st. 62/ V. Putvinskio st. 53,

44248 Kaunas, Lithuania

(“Softera”)

and

[Company name]

[address]

[city state postcode country]

(“Company”)

(each referred to as “Party” and collectively as “Parties”)

WHEREAS, the Parties intend to evaluate the possibility of entering into a business relationship regarding the supply of the SOFT4Leasing software and implementation project (“Transaction”).

WHEREAS, in the course of the discussions regarding the Transaction, it may be necessary or desirable for either Party (“Disclosing Party”) to provide the other Party or its affiliates (“Receiving Party”) with or give the Receiving Party access to confidential information.

WHEREAS, the Disclosing Party agrees to make confidential information available to the Receiving Party, its officers and managing directors, employees, staff, advisors, and authorized persons (“Representatives”) only upon the terms and conditions outlined in this non-disclosure agreement (“Agreement”).

IT IS HEREBY AGREED AS FOLLOWS

1. Confidential Information

Subject to the limitations outlined in Section 2 below, the term “Confidential Information” shall mean all information that is disclosed or made otherwise available by the Disclosing Party to the Receiving Party, whether in written, electronic, oral, or any other form,

- a) which relates to Disclosing the Party’s trade secrets, copyrights, products, inventions, and information that is protectable under intellectual property rights such as patents, design rights, business operations and processes, IT systems, software, applications, know-how, business plans, financial statements, analyses, compilations, studies, personal data, customers and any customer related facts and evaluations as well as the undisclosed knowledge and neither widely known nor readily accessible, or
- b) which relates to the Transaction itself, any Transaction-related information, related discussions, agreements (whether legally binding or not), minutes, term sheets, notes, letters or other documents, or other documents prepared by the Parties or third parties on the Parties’ behalf,
- c) and which is conspicuously labeled as confidential or is otherwise reasonably recognizable as such given the nature of the information or the circumstances of the disclosure,

- d) The Disclosing Party has a legitimate interest in keeping it confidential and is subject to technical and organizational measures to keep it confidential.

2. Exclusions from Confidential Information

2.1 Notwithstanding Section 1 above, Confidential Information shall not include information,

- a) that is, at the time of disclosure, publicly known or readily accessible,
- b) that hereafter becomes, through no act or failure to act on the part of the Receiving Party, publicly known or readily accessible,
- c) The Receiving Party legitimately knows that without any obligation to keep such information confidential at the time of disclosure,
- d) is or becomes known to one of the Parties on a non-confidential basis from a source other than the other Party or its advisors, provided that such source is not and was not either bound by a confidentiality agreement with either of the Parties or otherwise prohibited from transmitting such information to a Party by a contractual, legal, or fiduciary obligation, or
- e) The Receiving Party independently develops that without any breach of this Agreement.

2.2 If any court or public authority but not limited to any financial supervisory authority, orders or requires, or any applicable law or regulation requires that the Receiving Party discloses any Confidential Information, the disclosure of such Confidential Information based on such order, decree, applicable law, or regulation, shall not constitute a breach of the obligations of confidentiality under this Agreement. The Receiving Party shall, if possible, inform the Disclosing Party of the disclosure obligation without undue delay and take commercially reasonable efforts to ensure that any disclosed Confidential Information is, however, treated as confidential further on.

3. Obligations of Confidentiality

3.1 The Receiving Party shall hold Confidential Information in confidence by using the same degree of care as the Receiving Party uses to protect its own Confidential Information but no less than a reasonable degree of care and use it only for the Transaction following the provisions below.

3.2 All Confidential Information shall not be distributed or disclosed in any way or form by the Receiving Party to anyone except its Representatives, who reasonably need to know such Confidential Information for the Transaction and who are bound to confidentiality either by their employment agreement or otherwise to an extent like the confidentiality obligations under this Agreement. Any breach of such confidentiality obligations by such third party shall be deemed a breach of this Agreement by the Receiving Party.

3.3 The Receiving Party shall protect Confidential Information against unauthorized access of third parties by taking proportional measures, procedures, and remedies to remain confidential and comply with legal and contractual rules when processing Confidential Information. This also includes appropriate state-of-the-art technical and organizational measures to ensure data security according to art. 32 of the EU regulation on the protection of natural persons concerning the processing of personal data and on the free movement of such data (General Data Protection Regulation – “GDPR”) and the commitment of the Representatives to confidentiality according to art. 28 (3) b GDPR.

3.4 The Receiving Party shall inform the Disclosing Party of any violation of its confidentiality obligations under this Agreement without undue delay in text form.

4. Ownership

- 4.1 The Parties acknowledge and agree that Confidential Information and any copies thereof disclosed by the Disclosing Party to the Receiving Party hereunder remain the property of the Disclosing Party and that nothing in this Agreement or any disclosures made hereunder shall be construed as granting to the Receiving Party any patent, copyright, design license, rights of use under similar industrial property rights or any right other than the right expressly granted hereunder which may now or hereafter exist in the Confidential Information.
- 4.2 The Receiving Party shall not alter or obliterate any trademark or any other proprietary mark or notice thereof of the Disclosing Party on any copy of the Confidential Information and shall reproduce such mark or notice on all copies of the Confidential Information.
- 4.3 As Confidential Information was, is, or will be created in sorting out the possibilities of contractual-based cooperation by both Parties (e.g., a collective idea to address a problem), both shall own and use this information for their benefit.

5. Independent Development

- 5.1 Without limiting the foregoing, each Party understands and agrees that the terms of confidentiality under this Agreement shall not be construed to limit either Party's rights to independently develop or acquire products without use of or reference to the other Party's Confidential Information and that this Agreement shall not preclude the other Party from negotiating or concluding agreements with third parties concerning the subject matter of the Transaction (subject to such Party's obligations under this Agreement).
- 5.2 Nothing in this Agreement
- a) shall be construed as a representation or agreement that the Receiving Party will not develop or cause to develop its products, concepts, systems, or techniques that are like or compete with the products, concepts, systems, or techniques contemplated by or embodied in Confidential Information,
 - b) shall obligate either Party to enter into any further agreement with the other Party concerning the Transaction or any other subject matter of this Agreement or
 - c) shall prevent any Party from terminating all discussions or negotiations concerning any transaction contemplated about the Transaction at any time and without any reason.
- 5.3 Notwithstanding the foregoing, neither Party shall observe, study, copy, reverse engineer, disassemble, test, imitate, or decompile any product, prototypes, or objects that have been made available to the other Party or which embody the other Party's Confidential Information, and which are provided to the Party under this Agreement.

6. Return of Confidential Information

- 6.1 Upon the written request of the Disclosing Party or the termination of this Agreement at the latest, the Receiving Party shall either return or destroy, at the cost and discretion of the Receiving Party (issuing in the event of destruction, a certificate attesting to such destruction), all documents and any other written or digital material or material received through any other means of transmission that have been disclosed or made available under the terms and conditions of this Agreement, together with any copies and

extracts thereof, and shall delete from any computers - servers included - (to the extent that is technically possible with reasonable effort) under their control any and all documents or files that contain or reflect Confidential Information, such that all information that is deleted cannot be recovered at any time (to the extent that this is technically possible with reasonable effort).

6.2 Section 6.1 above shall not apply as far as and so long as the Receiving Party

- a) is legally required to keep the respective Confidential Information or
- b) is required to keep the Confidential Information to initiate or continue with legal proceedings to this Agreement;
- c) retain copies for the sole purpose of verifying compliance to the terms of this Agreement, archival purposes (including pursuant to its automatic electronic archiving and back-up procedures).

7. Provisions in case of breach

7.1 The Receiving Party shall remain liable at all times for any acts or omissions of its Representatives with respect to the Confidential Information, in which case the Disclosing Party shall be entitled to seek and obtain equitable relief to protect its interests therein, including but not limited to injunctive relief, in addition to any and all other rights and remedies available at law or equity.

7.2 In no event shall either Party be liable to the other Party for indirect damages, including without limitation, special, incidental, reliance, punitive or consequential damages, such as loss of data or profits, losses resulting from the inability to use the Confidential Information or losses resulting from computer system "crashes" even if advised of the possibility of such damages.

8. Term

8.1 This Agreement shall come into force when duly signed by both Parties and shall continue for an indeterminate period unless previously terminated by either Party upon a written notice on thirty (30) days.

8.2 The confidentiality obligations hereunder shall continue in force for a period of 2 (two) years after the last disclosure of the Confidential Information.

9. General

9.1 This Agreement constitutes the entire agreement of the Parties concerning the protection of Confidential Information about the Transaction.

9.2 No change or addition to any provision hereof shall be binding unless in writing and signed by both Parties. This is valid for this provision, too.

9.3 Should any provision of this Agreement become invalid or unenforceable, the validity or enforceability of all other provisions shall not be affected. In this case, the Parties are obliged to agree on a valid provision replacing the invalid provision. The same shall apply to gaps in the Agreement (if any).

9.4 This Agreement shall be governed by and be construed following Lithuanian law.

9.5 Exclusive place of jurisdiction for any dispute, controversy, or claim arising out of or to this Agreement, including the validity, invalidity, breach, or termination thereof, shall be the courts in Kaunas, Lithuania.

	[Company]		Softera Baltic, UAB
Place, Date		Place, Date	Kaunas, Lithuania,
Signature		Signature	
Name		Name	
Position		Position	