**Non-Disclosure Agreement No NDA -------------------------**

Tbilisi 2022

On the one hand [name] (hereinafter the **Disclosee**), represented by its [position, name, surname], and

On the other hand, JSC ProCredit Bank (hereinafter the **Discloser**), represented by its [position, name, surname], hereinafter jointly referred to as the **Parties**.

**PREAMBLE**

Whereas, the parties consider the implementation of a penetration testing project (hereinafter the **Project**) and during the Project negotiation process, confidential information of the Discloser may be made available to the Recipient of Information and the Discloser wants to protect its confidential information from unauthorized/illegal use and disclosure,

Therefore, the parties to this Agreement do hereby agree as follows:

**Article 1 – Confidential Information**

For the purpose of this Agreement, ‘Confidential Information’ means any strategic and technical development plan, financial terms, business plan, business records, customer/client data, project records, market reports, employee data and business manuals, policies and legal procedures; information relating to legal procedures; technology or basis/grounds; scientific, technical, technological, industrial, financial and economic information, including know-how; information of actual or potential commercial value because such information is not accessible for third parties and cannot be freely accessed by law; as well as any other information, including agreements already entered into or in the process of entering into by the Disclosee and the Discloser, the subject-matter and purposes of the Agreement; the information provided for in this Agreement, or information created as a result of this Agreement or for commercial purposes, which is not intended for third parties.

**Article 2 – Non-Disclosure Obligation**

**2.1. The Disclosee shall:**

2.1.1 Receive and safeguard Confidential Information using the same degree of care as it uses to safeguard its own confidential and proprietary information;

2.1.2 Protect Confidential Information from unauthorized use, publications or disclosure;

2.1.3 Use Confidential Information only for the purposes of business and contractual relationship with the Discloser;

2.1.4 Not disclose (directly or indirectly), publish, transmit or otherwise use Confidential Information provided to it, unless there is written consent of the Discloser to the use of such Confidential Information or such disclosure is directly required by applicable law;

2.1.5 Ensure the provision of Confidential Information under this Agreement upon a lawful request from a government authority empowered by law and notify the Discloser of such Confidential Information, unless such notification is prohibited by applicable law or by an order /resolution or other document issued by an authorized body;

2.1.6 Not use Confidential Information provided to it by the Discloser against this latter in the course of its commercial activities to compete with the Discloser;

2.1.7. Ensure access to Confidential Information only for those who need such access to fulfill their obligations under the relevant contractual relationship with the Discloser/to perform work or for similar purposes;

2.1.8 Ensure that all relevant persons having given access to Confidential Information by the Disclosee are properly warned that they are strictly prohibited from using or disclosing any Confidential Information to others, or allowing others to use such Confidential Information to their advantage and/or to the detriment of the Discloser;

2.1.9 Upon termination of the business relationship between the parties under the relevant contract, based on the written request of the Discloser and within a reasonable time specified by the Discloser, return to the Discloser all records, notes and other written, printed or tangible material containing or treated as Confidential Information by the Discloser and maintained with the Disclosee. For the avoidance of any doubt, the Discloser confirms that it will not have any claim against the Disclosee for the destruction of the information that was destroyed at the written request of the Discloser.

2.1.10 In the course of its business relationship with the Discloser, not enter into contact with its employees to obtain any Confidential Information from them in exchange for anything, or not force any employee of the Discloser to terminate employment with the employer (the Discloser) in order to receive a job offer from the Disclosee.

2.1.11 Ensure that the obligation of keeping the information received under this Agreement confidential is fulfilled for at least 10 (ten) calendar years from the termination of this Agreement.

2.1.12 The confidentiality requirements set forth in this Agreement are binding upon the legal successors of the Disclosee.

**Article 3 – Information not Regarded as Confidential**

3.1 Information shall not be not regarded as confidential if:

3.1.1 The Disclosee independently obtained it from a third party and has no restrictions on its disclosure;

3.1.2 The Disclosee develops it independently without relying on Confidential Information transmitted by the Discloser;

3.1.3 The Discloser posts it publicly;

3.1.4 There is a written agreement of the parties on its disclosure and/or treating it non-confidential;

3.1.5 It is or has become publicly known after the entry into force of this Agreement.

**Article 4 – Rights to Confidential Information**

4.1 The Disclosee acknowledges and agrees that any Confidential Information of the Discloser, including the information related to machinery/equipment, methods, composition or products; all inventions, improvements, copyrighted works and drawings directly attributable to or relating to Confidential Information and the sale, use, licensing or franchising thereof; or ideas, concepts, methods or practices are the exclusive property of the Discloser and the Disclosee has no right to them.

**Article 5 – Duration and Termination of Agreement**

5.1 This Agreement shall take effect from the moment of its signature and be valid for the duration of the contracts agreed between the parties, except for the obligation provided for in paragraph 2.1.11 of this Agreement, which shall be effective for at least 10 (ten) calendar years after termination of this Agreement for any reason (including expiration).

5.2. This Agreement may be terminated early:

5.2.1 By written arrangement between the parties;

5.2.2 By sending a written notice by one of the parties to this Agreement to the other party 10 (ten) calendar days prior to termination.

**Article 6 - Liability of the Parties**

6.1 The parties are liable for non-fulfillment and/or improper fulfillment of the terms and conditions of this Agreement as prescribed by the current legislation of Georgia.

6.2. The Discloser may claim damages from the Disclosee if the Disclosee fails to fulfill or improperly fulfills its obligations under this Agreement, or takes any action that has caused damage to the Discloser. If the Disclosee does not agree with the claim raised by the Discloser and the parties fail to reach agreement through negotiations, the dispute shall be resolved under Article 7 of this Agreement.

**Article 7 – Settlement of Disputes**

7.1 Any disputes and disagreements between the parties shall be resolved through negotiations.

7.2 In case of failure to resolve any dispute or disagreement through negotiation, the parties agree that the dispute shall be considered by the Tbilisi City Court.

7.3 Issues not covered by this Agreement shall be governed by the laws of Georgia.

**Article 8 - Other Provisions**

8.1 This Agreement is drawn up in two equally binding counterparts in Georgian, one counterpart of which shall be given to each party.

8.2 Amendments to this Agreement may be made only by agreement between the parties. Besides, the amendment shall be made in writing and duly signed by the parties.

8.3 Cancellation of any provision of this Agreement shall not invalidate the whole agreement or other provisions thereof.

**Article 10 - Details and Signatures of the Parties**

|  |  |
| --- | --- |
| **--------- LLC**[Address]Identification number: -----------------------------**[Full name]****[Position]** | **JSC ProCredit Bank** No 21 Al. Kazbegi Avenue, TbilisiIdentification number: 204851197 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[Full name]** **[Position]** |