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| **Addressee:** |
| **Górażdże Cement S.A.** with its seat atChorula, ul. Cementowa 1, 47-316 Górażdże, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy w Opolu, VIII Wydział Gospodarczy – Krajowego Rejestru Sądowego, pod numerem KRS: 0000013474, NIP 7560003405 numer REGON: 530515047, kapitał zakładowy: 321 882 040,00 zł, wpłacony w całości |

**Confidentiality declaration**

to procedure of selecting a vendor/supplier to the Order: kiln #1 outlet, graphite sealing, called later “Order” , **(tender ID ……………..)**

Company name: ……………………………..………………….

Adress: ……………………………………………….…………..

……………………………………………………………………..

Registered: ……………………………………………………..

Represented by :

1)…………….:…………………

2) ……………………………….

Called later: ............................................................

1. …………………….. acknowledges that all information obtained by……………………… directly or indirectly from Górażdże Cement S.A. in connection with the procedure of choosing a supplier for the Order and the execution of the Order, regardless of the form of passing this information (oral, written, visual, electronic, etc.) are the trade secrets of Górażdże Cement S.A. and will be treated by ………………………………. as confidential. Such information includes, but is not limited to: products, customer lists, pricing policy, employee records and policies, operating methods, marketing plans and strategies, product development technologies and plans, acquisition plans, recruitment plans for new employees, production methods, technological processes, projects, research and development programs, commercial know-how, trade secrets, specific software, electronic data processing systems and other business and financial information. This information shall remain the property of Górażdże Cement S.A. and will not be used by ………………………… for any other purposes than those for which they were provided or prepared.

2. ............................................................ shall keep confidential the information referred to as above, the existence of the Order and its terms and conditions, both at the stage of selecting the supplier, the Order execution and after the Order completion and shall not use them for its own purposes other than the Order, **and for public purposes**. In particular, ………………………… will not use any photographs, drawings and materials related to the Order without first obtaining a written permission from Górażdże Cement S.A . On completing the process of selecting the Supplier for the Order or after completion of the Order, ……………………………. will immediately return Górażdże Cement S.A. all materials received.

 3. Notwithstanding the provisions set out in sections 1 and 2 above, ............................................................ may disclose information provided by Gorażdże Cement S.A. to its subcontractors and suppliers insofar such information is indispensable for the proper preparation of the Tender or the proper implementation of the Order and Górażdże Cement S.A. consent has been received in writing. If ............................................................ discloses such information to the subcontractor or supplier, with the Górażdże Cement written consent issued in advance, it is obliged to include in its contract with the subcontractor or supplier a clause similar to this one, protecting the confidentiality of information provided by Górażdże Cement S.A.

3. The restrictions on information disclosure do not apply to information available to the public, obtained by means other than from Górażdże Cement and information that was in possession of ............................................................ from other sources, both before and after receiving it from Górażdże Cement S.A..

5. Resulting from this statement the obligations of confidentiality to be kept by ............................................................ shall be valid from the date of its signature, during the stage of selecting the supplier for the Order, during the Order execution and after its completion, for a period of three (3) years from the end of the year in which the supplier for the Order was selected and / or the Order has been successfully implemented.

Place, (date) ...................................

Signatures:

For the ................................................................................