



## UNILATERAL NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered and executed by

Bridgestone ... sp. z o.o., a company incorporated under the laws of Poland with registered office in ...

(hereinafter "Bridgestone") and

\_\_\_\_\_, a company existing and organized under the laws of \_\_\_\_\_, with registered offices in \_\_\_\_\_

(hereinafter "Company")

**BACKGROUND:** Bridgestone and \_\_\_\_\_ are discussing possible business relationships related to \_\_\_\_\_ and may enter into one or more contracts or other arrangements relating thereto (hereinafter "Purpose")

In connection with the Purpose, Company and its employees may have access to certain of Bridgestone's and/or Bridgestone's affiliates or commercial partners' confidential, proprietary information; Bridgestone wishes to maintain its rights to all such information and to guarantee that it will be maintained in the strictest confidence. Bridgestone's willingness to negotiate or maintain business with Company is subject to Company's undertakings to preserve the confidentiality of all such information at the terms and conditions provided herein.

THEREFORE, in consideration of the foregoing, Company agrees as follows:

### **1. Definitions.**

1.1 "Confidential Information" means any information in any form whatsoever pertaining directly or indirectly to operations of Bridgestone or its Affiliates, including technical, technological, organizational, financial, commercial, marketing, or other information that is of economic value, originating directly or indirectly from Bridgestone or any of its employees, officers, representatives or advisers or otherwise obtained, including but not limited to: machine details and technologies used, plant layout and design, production scheduling systems, production machinery, manufacturing materials, processes and methods, researches, analysis, plans, videos, photographs tire drawings, designs, videos,

photographs and any information marked as confidential.

1.2 Any failure by Bridgestone to mark any Confidential Information as confidential or proprietary shall not affect its status as part of the Confidential Information under this Agreement.

1.3 Confidential Information does not include information which: (a) is now or hereafter becomes generally available to the public through no act or failure to act on Company's part or (b) was already in Company's possession prior to disclosure by Bridgestone, as a result of Company's independent development or receipt thereof from a third party without an obligation of confidentiality to Bridgestone. Company may moreover disclose Confidential Information to the extent it is strictly required to do so in response to a



valid court order or under the law, in which case Company shall (i) provide as much notice thereof as possible to Bridgestone, (ii) not be released from otherwise considering said information as Confidential Information, (iii) not be authorised to further disclose the Confidential Information.

1.4 "Affiliates" mean any company or legal entity which:

(a) controls either directly or indirectly a Party, or

(b) which is controlled directly or indirectly by such Party, or

(c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party.

"Control" means the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors or similar representatives of such company or entity.

## **2. Protection of Confidential Information**

2.1 Company agrees to use Confidential Information only for the Purpose.

2.2 Company shall protect the Confidential Information by using the same degree of care to prevent the unauthorized disclosure of the Confidential Information as Company uses to protect its own confidential information of a like nature, and in no event shall this degree of care be less than a reasonable degree of care.

2.3 Company agrees not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically necessary for the Purpose.

2.4 Company further agrees that, except to the extent expressly prior authorized to do so

in writing by Bridgestone, Company will not analyze, attempt to analyze, or have analyzed any samples provided by Bridgestone for the purpose of obtaining information relating to the chemical composition or content of any sample or for any other purpose, "reverse engineer" any sample, or attempt to determine the mixing or blending instructions, processes, formulas or structure of or for any sample provided by Bridgestone, or attempt to use any of Bridgestone's Confidential Information in Company's processes or incorporate it into Company's current or future products.

2.5 Without limiting the generality of the foregoing, the Company in particular undertakes to strictly refrain from using or disclosing the Confidential Information in a way or manner that could allow or facilitate the access to the Confidential Information by Bridgestone's competitors or by the competitors of the Bridgestone's Affiliates or commercial partners or by any third parties.

## **3. Access to Confidential Information**

3.1 Company shall limit access to the Confidential Information only to those employees, Affiliates' employees and other authorised representatives having a bona fide need to know such Confidential Information in relation to the Purpose ("Third Parties").

3.2 Company shall not permit any person other than Third Parties to have access to any Confidential Information, without the prior written consent of Bridgestone. If, upon previous written consent of Bridgestone, Company provides access to the Confidential Information to Third Parties, Company will be responsible for the compliance of such Third Parties with the obligations provided for hereunder.

3.3. Company represents and warrants that all the Third Parties given access to the



Confidential Information on the terms provided for in this Article 3 are, or will be prior to gaining such access, under obligation (1) to hold in confidence all Confidential Information made available to them in the course of their employment or other engagement with Company; and (2) to use Confidential Information only in relation to the Purpose'

#### **4. Liability**

Each Party acknowledges and agrees that each and every breach of the Agreement, will entitle Bridgestone to avail itself of all available legal and equitable remedies including but not limited to injunctive relief. Company shall in any case remain fully liable for any damages caused to Bridgestone by breach of its obligations or representations hereunder.

#### **5. Return and Destruction of Confidential Information.**

Upon termination of this Agreement, or earlier if Bridgestone so requests, Company shall promptly return to Bridgestone all Confidential Information in Company's possession or under Company's control and shall immediately and definitely delete from its computer system (to the extent possible) or otherwise destroy any copies of Confidential Information, including without limitation all drawings, blueprints, manuals, letters, notes, notebooks, reports, computer software, compilations of information and all material or copies thereof, unless otherwise specifically agreed to in writing by Bridgestone.

#### **6. Ownership of Confidential Information.**

All Confidential Information is and remains the property of Bridgestone, its Affiliates or commercial partners as the case may be. The disclosing of Confidential Information

hereunder shall not be construed as granting to the Company either expressly or by implication, any license or other right or title to any invention, patent, trademark or trade name or any other intellectual or industrial property currently existing or developed in the future.

#### **7. Related Contracts.**

This Agreement shall not impose neither on Bridgestone nor Company any obligations to commence or continue any negotiations or to reach or execute any contracts or other arrangements in relation to the Purpose.

#### **8. Breach of Confidentiality**

8.1 Company acknowledges and agrees that the provisions of this Agreement are intended to protect the proprietary information and intellectual property rights of Bridgestone and that any violation of this Agreement would cause material and irreparable harm to Bridgestone.

8.2 For each event of breach of the obligations specified in this Agreement Company should pay Bridgestone a contractual penalty of PLN 50.000 (say: fifty thousand zloties). Bridgestone is entitled to seek supplemental compensation under general principles of law if the contractual penalty does not cover the damage incurred.

#### **9. Term and termination of agreement and continuation of clauses.**

9.1 This Agreement shall last for 3 years subject to the following sentence. If this Agreement is an annex to another agreement or is signed in connection with the establishment of another legal relationship between the Parties, the obligations set forth in this Agreement shall continue for as long as such agreement or legal relationship exists, and for a period of 3 years after its



termination or expiration or end of the legal relationship.

9.2 All obligations relating to the confidentiality of the Confidential Information shall survive for an additional period of 5 (five) years. After the lapse of this period all the Confidential Information shall continue to be protected by generally applicable provisions of law. All provisions relating to the ownership of the Confidential Information, as well as any provisions that by their nature should survive termination or expiry of this Agreement shall survive indefinitely.

**10. Governing Law; Jurisdiction, Forum.**

This Agreement shall be governed by and interpreted in accordance with the laws of Poland, without regard to conflict of law provisions thereof. Any disputes, controversy or claim arising out of or relating to this

Agreement, or the breach, termination or invalidity thereof shall be submitted to the courts competent for the Bridgestone registered office.

**11. Additional Provisions.**

11.1 This Agreement supplements and does not replace any other confidentiality agreement or nondisclosure agreement signed by Company in favor of Bridgestone or any agreement entered into between Company and Bridgestone. If there is any conflict between the terms of any such other agreement and this Agreement, Company acknowledges that the terms providing the greatest protection to Bridgestone shall govern.

11.2 No amendment or modification of this Agreement shall be binding on either Party unless in writing and signed by both Parties (electronic signature allowed).

Executed in two original counterparts, one of which is to be obtained by each Party.

Company: \_\_\_\_\_

Bridgestone

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_