

This **Non-Disclosure Agreement** is made by and between **Summa Linguae Technologies** with an address at Opolska street 110, 31-323 Kraków, entered into the Register of Businesses of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS no.: 0000400208, NIP (Tax ID): 945-216-5721, REGON (Statistical Number): 122435108, for itself and any of its associated companies (Summa Linguae Technologies Canada Inc., Summa Linguae Technologies USA Inc., Mayflower Language Services Pvt. Ltd., Summa Linguae Technologies Sweden AB, also including any subsidiary or holding company, or any subsidiary of such holding company), hereinafter referred to as '**Disclosing Party**', and the '**Receiving Party**', defined by full name, address, and a valid e-mail address specified in the Disclosing Party's supplier management system, and is effective as of the date on which Receiving Party accepts this Non-Disclosure Agreement via email or Disclosing Party's supplier management system (hereinafter '**Effective Date**').

Disclosing Party and the Receiving Party may be hereinafter collectively referred to as the '**Parties**' and each individually as a '**Party**'.

The Receiving Party shall use the Confidential Information only in connection with its business relationship with the Disclosing Party and shall make no other use whatsoever of the Confidential Information (hereinafter '**Permitted Purpose**').

In consideration of the rights and obligations contained herein, the Parties agree as follows:

1. **Confidential Information**. 'Confidential Information' as used in this Agreement shall mean information in any form (manuscript, hard copy, plans, visual, electronic, etc.) and in any media used (hard copy, computer file, oral communication, etc.) disclosed by Disclosing Party to Receiving Party during the term of their collaboration. Confidential Information includes, but is not limited to patents, trade secrets, research and development plans, current and future products, product pricing, customers lists, markets, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, software source or object code, data sets (including raw data, annotated data, PII, or other sensitive data), models, algorithms, documentation, reports, designs, graphics and any other information which reasonably ought to be considered to be Confidential Information.
2. **Exclusions**. The following information shall not be subject to the obligations in this Agreement: (a) information that at the time of disclosure, is available to the general public; (b) information that at a later date, becomes available to the general public through no fault of Receiving Party, and then only after such later date; (c) information that Receiving Party can demonstrate was in their possession prior to receipt without an obligation of confidence; (d) information that is disclosed to Receiving Party without restriction on disclosure by a third party who had the lawful right to disclose such information; or (e) information that Receiving Party can demonstrate was independently developed by Receiving Party without use of any Confidential Information.
3. **Protection of Confidential Information**. Receiving Party agrees to treat Confidential Information with the same degree of care as it accords to its own Confidential Information of like kind, but in no event less than a reasonable degree of care. Receiving Party agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of Disclosing Party, and any other purpose which Disclosing Party may hereafter authorize in writing. Receiving Party may disclose the Confidential Information pursuant to a valid court order provided that Disclosing Party is given prompt notice of any such order and an opportunity to contest the order.

Receiving Party agrees that it shall disclose Confidential Information only to those of its employees or consultants who have a legitimate business need to know such information and who have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Agreement.

The Receiving Party shall use Confidential Information solely for the Permitted Purpose and shall not use it for any other purpose, including competitive or other unauthorized purposes. The Receiving Party shall not copy, share, store, archive, upload to cloud services, or otherwise retain Confidential Information beyond what is strictly necessary for the Permitted Purpose. Any such retention beyond need must be approved in writing by the Disclosing Party and must comply with Disclosing Party's security controls. The Receiving Party shall not process Confidential Information using any AI Tools, Large Language Models, machine translation algorithms or any similar technologies, scripts or automations, unless expressly approved in writing in advance by the Disclosing Party. Any approved use of such tools must comply with additional conditions set by the Disclosing Party (e.g., requirements for model auditing, data handling, deletion of residual data, etc.).

The Receiving Party shall notify the Disclosing Party immediately if it has reason to believe that any Confidential Information has been used or disclosed in violation of this Agreement. The Receiving Party shall cooperate in investigations, and take all remedial actions required by the Disclosing Party and applicable Data Protection Laws. 'Data Protection Laws' as used in this agreement shall mean all applicable privacy and data protection laws and regulations, including but not limited to the EU General Data Protection Regulation ('GDPR') and the California Consumer Privacy Act ('CCPA'), Canada's PIPEDA and provincial privacy statutes, U.S. state laws (e.g., CCPA/CPRA, VCDPA, CPA, CTDPA) and any federal successor, India's Digital Personal Data Protection Act 2023 and any other laws governing privacy, cyber-security or data localisation in jurisdictions where the Services are performed or the Parties are established as well as any successor or analogous laws globally.

4. **Return of Confidential Information.** All information furnished under this Agreement shall remain the property of Disclosing Party and shall be returned to it or destroyed or purged promptly at its request. All documents, memoranda, notes and other tangible embodiments whatsoever prepared by Receiving Party based on or which include Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information upon the Disclosing party's request. All destruction under this Paragraph 4 shall be certified in writing to Disclosing Party by an authorized officer of Receiving Party.
5. **Export Regulations.** Receiving Party agrees that it shall not export the Confidential Information to any country to which export is restricted by the United States Government.
6. **No License or Warranty.** Except as expressly set forth in this Agreement, no license under any patents, copyrights, mask rights or other proprietary rights is granted or conveyed by Disclosing Party's transmittal of Confidential Information or other information to Receiving Party under this Agreement. The information is provided 'as is', and there are no representations or warranties, express or implied, with respect to the information, including but not limited to a warranty against infringement, accuracy or completeness. Receiving Party will use all information received in a safe and prudent manner, and is responsible for all risk or loss arising out of its use of such information. Receiving Party agrees that Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
7. **No Inducement or Commitment.** Confidential Information provided to Receiving Party does not and is not intended to represent an inducement by Disclosing Party or a commitment by Disclosing Party to enter into any business relationship with Receiving Party or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.
8. **Audit Rights:** Upon reasonable notice and during normal business hours, the Disclosing Party (or its appointed auditor) shall have the right to audit, inspect, or require evidence of the Receiving Party's compliance with this Agreement's terms, including security controls and approved AI/MT processes, provided confidentiality of other information is preserved. The Parties shall cooperate to schedule audits with minimal disruption.
9. **Non-solicitation.** Receiving Party shall not offer employment to the employees of the other engaged in the performance of the Services hereunder during the pendency of this Agreement and for a period of three (3) years thereafter.
10. **Non-compete.** Receiving Party undertakes to Disclosing Party that it shall not enter, directly or indirectly, into any assignments, or in any other manner accept any assignments or render any services to such Disclosing Party's clients where the services of the Receiving Party are sought to be utilized, either during the tenure of this Agreement or for a period of one (1) year after termination of this Agreement.
11. **Effective Date and Term.** The Agreement shall be effective from the Effective Date and shall continue through the term of business relationship between the Parties and for three (3) years following the return of all Confidential Information in accordance with Paragraph 4 above regardless of whether the Disclosing Party requests or confirms such return or destruction and regardless of whether any notice of termination is delivered.
12. **Equitable Relief.** The Parties agree that Confidential Information contains valuable proprietary information of the Disclosing Party and any breach of this Agreement may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, the Disclosing Party shall have the right to seek an injunction, specific performance, or other equitable relief to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief, in addition to all other remedies available at law or equity.
13. **Non-assignment.** This Agreement may not be assigned, or otherwise transferred without the prior written consent of Disclosing Party.

14. Miscellaneous. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the use and disclosure of Confidential Information. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect. This Agreement has been negotiated by the parties and their respective attorneys, and the language of this Agreement shall not be construed for or against either party. The headings are not part of this Agreement. Electronic version of this document, approved by the Receiving Party in the Disclosing Party's system, is valid legal basis for above-mentioned agreements.
15. Language. This Agreement was composed in English. The Contractual Parties hereby declare that they fully understand content of the Agreement and that it displays their true and free will.
16. Notices. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post-paid, to the party entitled to such notice at their addresses referred to in the introductory provisions.
17. Governing Law. This Agreement shall be interpreted under the Polish law.
18. Jurisdiction. The Parties grant exclusive jurisdiction to Polish courts. All and any disputes that may arise in connection with the making hereof shall be submitted by the Parties to the court in Kraków having the substantive jurisdiction.