**Annex 2 to the Agreement** for the development, delivery and implementation of an innovative card and internet payment system for small and medium-sized enterprises (fintech).

**STATEMENT OF CONFIDENTIALITY**

In connection with the selection in the contract award procedure conducted in accordance with the principle of competitiveness specified in the Guidelines on the eligibility of expenditure

under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, entitled "Implementation of an innovative system for card and internet payments for small and medium-sized enterprises (fintech)", by the Ordering Party Quicko Sp. z o.o with its registered office in Tarnowskie Góry, ul. Sienkiewicza 49, 42 - 600 Tarnowskie Góry, and in compliance with the confidentiality conditions of the information provided by the Ordering Party, acting on behalf of .................................................................. …………………………. with its seat in ………………………………., NIP: ……………………………………………., REGON: ………………………… ………………, share capital ………………………………………… hereby:

I declare that I acknowledge that:

1. Information within the meaning of the Agreement is any information, documents or data provided to the Contractor by the Ordering Party, obtained by the Contractor in connection with the performance of the Contract and produced by the Contractor for the purposes of the Contract.
2. The Contractor may process the information entrusted to him by the Ordering Party only for the duration of the Agreement.
3. The Contractor undertakes to keep secret all information and methods of securing information, both during the term of the Agreement and after its expiry or termination.
4. The contractor is obliged to apply all necessary technical and organizational measures to protect the processing of information, and in particular, it should secure information against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of the provisions of the Agreement, change, loss, damage or destruction.
5. The Contractor undertakes to exercise the utmost diligence in order to secure the information obtained in connection with the performance of the Agreement against unauthorized access, dissemination or transfer to third parties.
6. The Contractor is obliged to ensure the performance of information security obligations, in particular regarding the confidentiality of information, also by his employees and persons with whom he performs the Agreement. Responsibility for the breach of the above obligation rests with the Contractor. Any breach of information security, in particular the disclosure of any information during the term of the Agreement, entitles the Ordering Party to withdraw from the Agreement.
7. The Contractor may disclose information only to persons who need it to perform the tasks entrusted to them and only to the extent that they must have access to it for the performance of the Contract.
8. The Contractor shall be fully liable, both towards third parties and the Ordering Party, for damages resulting from improper performance of the information obligations.
9. The Contractor is obliged to immediately notify and report to the Ordering Party about unauthorized disclosure or disclosure of information or on breach of confidentiality of information to the e-mail address: [kontakt@quicko.pl](mailto:kontakt@quicko.pl)
10. The Contractor undertakes, after the completion of the Agreement, to return to the Ordering Party all information, along with the carriers, and in the event of the Contractor recording the information - to remove this information from the media, including backup copies, and to destroy any documents and data that can be used for reconstruction, in whole or in part, information. The Contractor shall submit to the Ordering Party an appropriate written statement on this occasion.
11. The Contractor may not duplicate, disseminate, use for purposes not related to the performance of the Agreement and disclose information to third parties, without obtaining the above-mentioned written consent of the Ordering Party, unless such information has already been made public or is not publicly available. The above obligation does not apply to the Contractor's specialists and subcontractors, if such has been previously agreed with the Employer, however, the Contractor may provide information to specialists only for the purpose of implementing the Agreement
12. The Contractor is fully responsible for keeping the above-mentioned confidentiality. information by the persons with whom he performs the contract.
13. The contractor is obliged to:
14. ensure control over what information, when, by whom and to whom is provided, especially when it is transmitted via data teletransmission,
15. ensure that the persons referred to in point 1, kept secret the information and the methods of its security.

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/date,signature/