

Privacy agreement

I. Subject of the Agreement.

1.1. The subject of this Agreement are the mutual obligations of the Parties to ensure the preservation of confidential information on the terms specified in this Agreement. At the same time receiving and \ or disclosing Party can be any agreements or both sides simultaneously.

1.2. In the framework of this Agreement, confidential information means the following list of information the disclosure of which could harm (loss) interests of the disclosing Party:

1.2.1. Information on the organizational structure of the company;

1.2.2. Description of the current business processes;

1.2.3. Information used in the company's information systems;

1.2.4. The values of economic performance, economic, financial, operational and other measures, including in electronic form (actual and plan);

1.2.5. Financial reports, copies of financial and economic activity summary reports on financial operations, including in electronic form;

1.2.6. The research results;

1.2.7. Data, software tools and software components that provide the parties with each other, or provided on behalf of the Parties, or become known to them in connection with the performance of obligations under the contract between them;

1.2.8. The subject and text of the agreements between the parties and the annexes thereto, the presence in the text of the treaty or the application conditions of confidentiality and / or marking of the level of confidentiality;

1.2.9. Other information about where the information Party reported that it confidential by the stamp on the document, or by sending a letter with the privacy.

13. The agreement does not impose obligations on receiving information of the parties in respect of confidential information which:

1.3.1. It is entitled to information in the possession of the receiving Party prior to its receipt from the disclosing information to parties;

1.3.2. It becomes or became public without violations by receiving the information;

1.3.3. Lawfully obtained from a third party not under an obligation to keep such information confidential;

1.3.4. Transferred to a Party to disclose information to a third party without the obligation of preserving its confidentiality;

1.3.5. It is given to the cases provided by law;

1.3.6. Receiving the information transmitted by the Party for the prior written consent of the parties to disclose information.

14. Losses under this Agreement and within the meaning of the Civil Code refers to the costs which a Party whose right is violated, made or must make to restore the violated right, the loss or destruction of property (real damage) Party, as well as the revenues that the Party has received would have under normal conditions of civil turnover, if it had the right had not been violated (lost profits).

15. Legal protection applies to confidential information of the Parties provided in print and other media.

II. Rights and obligations of the parties.

2.1. The Parties undertake to use mutually provided or has become known in the course of the interaction of confidential information solely for the purpose of fulfillment of obligations under contracts concluded between the parties, to the extent provided in this Agreement.

2.2. The owner has the right to confidential information:

2.2.1. Install, modify or cancel the regime of confidential information;

2.2.2. In defense of the administrative and judicial protection from the actions of other parties that violate the established regime of confidential information or endangering a violation of such a regime, in accordance with applicable law;

2.2.3. Require adherence to confidential information by persons to gain access to confidential information as a result of accidents or errors;

2.2.4. For damages caused by the use of confidential information by a third party in its own interests, provided that: this information was obtained by the person as a result of its transfer to him to get the information without the consent of a Party to disclose information Party; and the person did not know and could not know that the receipt and use of this information it is illegal; and the owner did not have the practical ability to stop the use of confidential information by the person.

2.3. The receiving party will comply with the same high degree of confidentiality in order to avoid disclosure or use of this information, which would have complied with the receiving Party reasonably with respect to its own confidential or trade secret information which is of the same importance. Under the conditions that violate the established regime of confidential information or endangering a violation of such a regime, the Party receiving the information shall immediately notify the other Party of the circumstances.

2.4. The Parties undertake to adopt all necessary measures to preserve the secret of confidential information, including:

2.4.1. To ensure access to confidential information, a limited number of specialists directly using designated information in connection with the performance of his tasks;

2.4.2. To conclude with each of employees having access to confidential information, a confidentiality agreement, or include provisions on confidentiality in respect of information constituting confidential information in a labor or civil contract and take with each employee having access to confidential information, the signature that he is aware of the provisions of the legislation of the Czech Republic provides for liability for breach of confidentiality.

2.4.3. Do not make copies of documents in more than is usually necessary to perform job assignments experts, and destroy copies when the need for their use is clearly unnecessary.

2.5. All information is issued by the disclosing Party to the receiving Party in any form under the Agreement, will remain the exclusive property of the disclosing Party, and the data and any copies thereof shall immediately return to the disclosing party upon written request or disposed of at the discretion of the disclosing Party.

2.6. The obligations of confidentiality of information on the party, regardless of whether it becomes confidential information is known by virtue of the Agreement concluded between the Parties, or by accident, error, or it was given to a third party without proper authorization of the other Party.

2.7. The Party also has no right to disclosure or use of confidential information of the other Party, if the Party knew or had reason to know that the information was obtained by unlawful means or acquired under circumstances that oblige it to comply with privacy or restrictions on its use.

2.8. The Parties undertake to immediately inform each other about the facts of the excitation action proceedings or other legal actions by third parties for disclosure of any confidential information. Also, the Parties undertake to provide each other assistance in resolving this issue.

2.9. Monitoring compliance with the order of the use and storage of information is carried out: by the company "Imagine&Create Co." LLC - CEO RuzanovYevgen.

III. Liability of the Parties.

3.1. The Receiving Party is responsible for the information:

3.1.1. Guilty disclosure of confidential information if it does not comply with the same high degree of care, no matter what she complied within reasonable limits with respect to its own confidential information of similar importance, and - after the discovery of the disclosure or use of this information, the Party is not trying to stop its disclosure or use;

3.1.2. Unauthorized disclosure or use of confidential information by persons who work or have worked on it for hire, if it fails to protect this information with an equally high degree of care, no matter what she complied within reasonable limits with respect to its own confidential information of similar importance.

3.1.3. Willful violation of confidentiality in order to obtain illegal income, access to markets where the parties have common interests and achieve other advantages not provided for by the Agreement.

3.2. The party has violated the obligations undertaken under this Agreement shall compensate the documented losses caused by the disclosure or misuse of confidential information.

3.3. In case of violation of the terms of this Agreement, the Party receiving the information and the disclosure or use for their own commercial interests of confidential information, the party confidential information that has been disclosed, has the right to demand compensation for damages incurred in connection with the disclosure or use of this information.

3.4. Indemnification shall be made within five (5) banking days from the date of a Party to disclose information requirements.

IV. Special conditions.

4.1. This Agreement shall be interpreted and governed in accordance with the legislation of the Czech Republic.

4.2. All disputes that may arise between the parties in connection with this Agreement shall be settled by negotiation between the Parties. In case of failure to reach an agreement through negotiations all disputes, disagreements or claims regarding its performance, breach, termination or invalidity thereof shall be settled by Arbitration Court of Prague in accordance with Czech Republic.

4.3. This Agreement shall enter into force on the date of its signing and shall be valid for three (3) years from the date of the last execution of obligations for transactions between the parties.

4.4. The recognition of one or more of the provisions contained in the Agreement invalid, illegal or subject to legal protection by virtue of the law, does not affect the validity, legality and security of the remaining provisions.

4.5. This Agreement applies to the Parties, regardless of changes in the composition of employees of the Parties, its successors, agents and of affiliated entities. With the reorganization of the Party as a legal person the rights and obligations under this Agreement shall be transferred to its successor. Agreement, including all authorizations, is a liability applies to all legal successors of the Parties, regardless of the reasons for the transfer of rights and obligations. The parties also committed to the terms of this Agreement to oblige their successors, executors, legal representatives.

4.6. All verbal reservations under this Agreement shall be void. The Agreement may be modified or amended except in writing and signed by authorized representatives of both parties accountable under seal.