Appendix No. 4

**Confidentiality Statement**

We, the undersigned, acting on behalf of:

**………………………** with its registered office in …….. at ul. ………………, …..-… ……..,

KRS No.: ……………….

**Taxpayer Identification Number (NIP):** ……………….

National Business Registry (REGON) No.: ………..,

hereinafter referred to as "**Contractor**",

in connection with obtaining access to the documentation referred to in item III. of the Request for Proposal No. 1/2025, in order to consider participation in the procedure ("**Purpose**") conducted by **Bioceltix S.A.** with its registered office in Wrocław, at ul. 57-59 Bierutowska, bldg III, 51-317 Wrocław, KRS: 0000744521, NIP: 8992794360, REGON: 364963245,

hereinafter referred to as „**Employer**”,

We hereby undertake and declare as follows:

1. The Contractor undertakes to treat as confidential any data or information of a confidential or proprietary nature that is not generally known to the public, in tangible or intangible form, on any medium, regardless of whether it is marked as "confidential," "proprietary" or with any other similar designation, which a reasonable party should, given the nature of the information or the circumstances surrounding its disclosure, understand to be confidential, disclosed by the Employer ("Confidential Information"). Confidential Information includes, among other things, all technical and non-technical information related to the Employer's business and its products, including, but not limited to, ideas and concepts, information regarding research, development, engineering/design details, inventions, know-how, specifications, trade secrets, financial information, lists of customers/suppliers/employees, strategies, forecasts and business plans, internal operations and methods, sales information, marketing plans, and the existence and content of any negotiations or other discussions between the Employer and the Contractor.
2. The Contractor shall use Confidential Information solely in connection with the performance of the Purpose and shall not use, disseminate, or disclose Confidential Information to any third party, except for the Contractor's employees, associates, officers, consultants, contractors, and/or agents, intermediaries (collectively, the "Representatives") who are bound by a duty of confidentiality (including a professional duty of confidentiality or confidentiality agreements) at least as restrictive as this Statement, on a "need-to-know" basis, solely in connection with the performance of the Purpose. The Contractor shall be liable for any violations of the provisions of this Statement by their Representatives.
3. The Contractor shall exercise the same degree of care as they use to protect their own Confidential Information, which shall be at least a reasonable degree of care, in order to prevent unauthorized disclosure of Confidential Information.
4. Confidential Information may not be reproduced in any form, except where strictly necessary for the performance of the Purpose. Any reproductions (including copies or summaries) of any Confidential Information of the Employer made by the Contractor shall remain the property of the Employer and shall include all information or legends regarding confidentiality or intellectual property that appear in the original.
5. The Contractor shall be obligated to notify the Employer of any case of unauthorized disclosure, use, loss, or reproduction of Confidential Information immediately after becoming aware of such a case.
6. The Employer's Confidential Information is and shall remain the exclusive property of the Employer.
7. Nothing in this Statement shall be construed as granting the Contractor any intellectual property rights, by license or otherwise, to any Confidential Information of the Employer (or any part thereof or derivative thereof) or to any invention or any patent, copyright, trademark, or other intellectual property that has been or may be created based on such Confidential Information (or any derivative thereof).
8. The Contractor's obligations under this Statement, including the obligation of confidentiality, shall remain in force and effect for ten (10) years from the date of signing of this Statement, even after the return or destruction of Confidential Information by the Contractor. If the Employer discloses information constituting a trade secret to the Contractor, such information shall be protected by the Contractor in accordance with the requirements of the Statement indefinitely or for as long as such information remains a trade secret in accordance with applicable law.
9. Upon written request of the Employer, all documents and other materials related to Confidential Information, including any derivatives of such Confidential Information created by the Contractor (and all copies thereof) in the possession of the Contractor or their Representatives, must be immediately returned or destroyed (deleted if in digital form) at the discretion of the Employer, and in the event of destruction, it must be certified by an authorized representative of the Contractor.
10. The obligations arising from this Statement are not limited by territory.
11. The Contractor agrees that any breach of the provisions of this Statement may cause irreparable damage to the Employer, and that any legal remedy will be insufficient in the event of such a breach. To the extent permitted by law, the Employer shall be entitled to seek specific performance of the Statement and to apply for both permanent and temporary collateral for claims and other compensation, without having to prove actual damage. The prevailing party in any legal or arbitration proceedings arising out of or in connection with the Statement shall be entitled to reimbursement of the costs incurred in such proceedings, including reasonable legal fees and court costs.
12. The provisions of this Statement shall not apply to information which:
    1. is widely known;
    2. has been previously disclosed by the Employer or provided with an explicit exclusion of the obligation of confidentiality;
    3. has been disclosed in accordance with mandatory provisions of law, based on a decision or ruling of a competent public authority.
13. The Statement shall be governed by Polish law.

Date: ……………………

……………………………………………………………….

**Contractor**