

CzechLink StartUp

CONFIDENTIAL INFORMATION PROTECTION PRINCIPLES

1. The Participant is aware that during the provision of the Services within the Project he or she may knowingly or by omission be given information that is considered confidential (hereinafter as “**Confidential Information**”).
2. The Participant is obligated to refrain from disclosing to third parties any facts learnt in connection with the provision of the Services within the Project concerning the activity of the Promoter or the Start-ups.
3. Regarded as third parties under clause 2 are not:
 - a) the employees of the Participant or persons in a similar position;
 - b) Participant’s statutory bodies and their members;provided that they participate in the use of the Services in the Project, and the Confidential Information is disclosed to them exclusively for this purpose and to the extent necessary for the fulfilment of the purpose and under the same conditions that are set forth for the Participant in the General Terms and Conditions.
4. The Participant shall handle the Confidential Information provided by the Promoter or a Start-up during the provision of the Services as a business secret and confidential information as defined in the provision of Section 504 Civil Code.
5. Regarded as Confidential Information for the purpose of the Project is not:
 - a) information that has become available to the public otherwise than in the consequence of its disclosure by the Participant or the Promoter;
 - b) information provably obtained by the Participant as non-confidential from a source other than the Promoter;
 - c) information that has to be disclosed on the basis of an act or some other legal regulation, including EU law or a binding decision of a competent public authority.
6. The Participant also agrees to fully comply with the non-disclosure obligation and the Confidential Information protection obligation ensuing from applicable legal regulations, in particular the obligation ensuing from Regulation no. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter as “GDPR”), and Act no. 110/2019 Coll., on the Processing of Personal Data, as amended by later regulations. In this context the Participant undertakes to instruct all persons who are going to participate in the use of the Services within the Project on the aforementioned non-disclosure obligation and the Confidential information protection obligation and also undertakes to ensure in a suitable manner that all the persons participating in the use of the Services within the Project comply with these obligations.
7. If the information provided by the Promoter or third parties (especially by individual Start-ups) contains data that are subject to a special protection regime under Act no. 110/2019 Coll., on the Processing of Personal Data, as amended by later regulations, the Participant undertakes to ensure the fulfilment of all the notification obligations laid down by the said Act and obtain the prescribed consents of the subjects of the personal data transmitted for processing.
8. Unless the Participant and the Promoter expressly agree otherwise in writing, all the information provided within the Project is considered confidential by default. This

applies in particular, but not exclusively, to information which is or might be part of a business secret, including, but not limited to, the descriptions or parts of descriptions of technological processes and formulas, technical models and technical know-how, information on operating methods, procedures and working procedures, business or marketing plans, concepts and strategies or parts thereof, offers, contracts, agreements, deals or other arrangements with third parties, information on economic results, on relationships with business partner, on labour legal issues and all other information which if published by the receiving party might cause damage to the disclosing party.

9. Regardless of the above-given provisions all information provided during the use of the Services within the Project shall be considered exclusively confidential and the Participant is obligated to protect this information in compliance with the General Terms and Conditions. The Participant also acknowledges that the obligation to protect this information is applicable to the Participant only.
10. The termination of the use of the Services or the termination of the Participant's participation in the Project for whatever reason shall not affect the Participant's Confidential Information protection obligation and the non-disclosure obligation, which continue to be effective after the termination of the Participant's participation in the Project until the expiry of the period of 10 years from such termination.
11. The Participant agrees to compensate the Promoter or any third party damaged by its breach of the non-disclosure of Confidential Information obligation for the damage caused by such breach. The Promoter may also demand full compensation of damage in the event of breach of an obligation secured by a contractual penalty.
12. If the Participant breaches the obligations ensuing from this part of the General Terms and Conditions of the Project in relation to the protection of personal data and non-disclosure, the Participant shall pay the Promoter a contractual penalty in the amount of CZK 150,000 for each single case of breach of such obligation.