

_____, _____,
_____, VAT: _____ (in further text: Client)

and

Psihometar, craft for data analysis, owner Augustin Mutak, Antun
Mihanović Street 42, 10290 Zaprešić, OIB: 93547369936, VAT:
HR93547369936 (in further text: Executant)

have signed in _____ the following

DATA CONFIDENTIALITY CONTRACT

Article 1.

This Contract is related to the service of _____

Which the Client orders from the Executant (in further text: Subject of the Contract).

Article 2.

The Client is in possession of the data that is secret and confidential by nature and is related to the Subject of the Contract. The client considers this data as its property with significant value.

Article 3.

(1) The Client is willing to deliver the data from the Article 2. of this Contract to the Executant under the conditions that the Executant does not transfer the data in any way to any third party and that the Executant does not use the data in any way not permitted by this Contract.

(2) The Client is obliged, upon such request from the Executant, to specify in writing the data the Client plans to deliver and on which the provisions of this Contract will be applied. The written specification of the data is considered a confidential information, as per Article 5. of this Contract.

Article 4.

The Executant obliges to treat the delivered data with utmost confidentiality and secrecy, not to deliver the whole data or any part of the data to any third party and not to use the data in the way not related to the Subject of the Contract without prior written consent of the Client.

Article 5.

If the Executant receives any documents or information via usual business correspondence, including both electronic devices and classic written correspondence, but also any other exchange of documents and/or information between the Client and the Executant, the Executant obliges to treat such, but also any future information related to the Subject of the Contract as strictly confidential information, not to reveal any such information to any third party and not to use the information in any way not related to the Subject of the Contract without prior written consent of the Client.

Article 6.

If the Executant receives data or information from the Client for which he is unable to certainly determine if they are related to the Subject of the Contract or not, the Executant is obliged to ask the Client about the nature of such received data or information before performing any actions with them.

Article 7.

The obligation of secrecy and confidentiality from this contract will not be applied to:

- information and data that have become available to the public after the Client presented them to the public or gave their consent that the data can be presented to the public;
- information and data that was already available to the public at the moment when the Client delivered them to the Executant;
- information and data that the Executant owned before this Contract was signed and that were not obtained from the Client, directly or indirectly;
- information and data that the Executant obtained in a legal way from third parties, if those parties have not obtained the data from the Client under the obligation of secrecy;
- information and data that are of such nature that the Executant must report them to the authorities not to break Articles 301. (NN 56/15) i 302. (NN 144/12 i 56/15) of the Croatian Penal code.

Article 8.

All the provisions of this Contract that apply to the data and information delivered by the Client to the Executor also apply to all works and outcomes that are created in the process of performing services that are the Subject of Contract.

Article 9.

The provisions of this Agreement also apply to the employees and cooperants of the Executant.

Article 10.

(1) The Client hereby states that they are not breaking any laws, bylaws or their obligations to third parties by delivering the data to the Executant.

(2) The Executant does not take any material or criminal responsibility if the Client is breaking laws, bylaws or their obligations to third parties by delivering the data.

Article 11.

Disputes or claims arising from this Contract shall be resolved by the Municipal Court in Novi Zagreb – Permanent Outpost in Zaprešić.

Article 12.

This Contract was made in two equivalent copies and each of the signing parties keeps one copy.

SAMPLE