NON-DISCLOSURE AGREEMENT

**[….]**, with its registry code [….] and having its principal address at [….], and being represented by the Member of Board […] (the „**Service Provider**“);

WHEREAS Ravimite Ehtsuse Kontrolli Sihtasutus (Estonian Medicines Verification Organisation), with its registry code 90013561 and having its principal address at Tartu maantee 84a - 35, 10112 („**REKS**“), is a nonprofit organisation, which is responsible for managing the Estonian National Medicines Verification System, the Estonian database, which is connected with the European Medicines Verification System managed by the European Medicines Verification Organisation;

WHEREAS the Wholesaler is responsible for creating an electronic connection to the database managed by REKS and for this the Wholesaler might need to use the Service Providers services;

WHEREAS REKS being interested in collaborating with the Wholesaler`s Service Provider to ensure the Wholesaler and the Service Provider the necessary software development kit and support during the development of the user interface and connection with REKS’s database, for which REKS will enclose the Service Provider certain confidential information in regards to REKS’s database and technical data in regards to the connection (a) for which the disclosure to third parties may substantially damage REKS’s legitimate business interests, (b) which is not freely available or easily aquired from other external sources, (c) which does not belong to disclosure according to applicable legislation, (d) which is being disclosed to third parties as confidential only, or (e) for which it can be reasonably presumed that it is being treated as confidential by REKS (“**Confidential Information**”). For the purposes of clarity all information provided by REKS to the Service Provider in connection with development of the user interface and connection with REKS database is considered as Confidential Information, unless REKS has provided a written statement that specific information is not confidential information.

Now therefore, the Service Provider takes the following obligations in regards to the Confidential Information:

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| 1. The Service Provider shall keep any Confidential Information as secret and shall not use it for no other purpose or way than is necessary for implementing the connection with REKS’s database or for providing related support services after the connection has been implemented, and shall protect such Confidential Information from disclosure to a third party.
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| 1. The Service Provider is obliged not to perform reverse engineering or to derive the composition of the Confidential Information or the information, structure or ideas, which it is based on.
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| 1. The Service Provider is obliged to promptly notify REKS of any unauthorised issuing, disclosure or use of the Confidential Information in violation of this Agreement.
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| 1. The Service Provider shall ensure that each of its employees under contract of employment or other service provision contract, who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Service Provider shall promptly notify REKS of the wish to use subcontractors. The use of subcontractors is allowed only with a prior written approval from REKS and with the condition that the subcontractor enters into a similar agreement as this Agreement.
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| 1. In case a need arises for Service Provider to disclose the Confidential Information, which are disclosed under this Agreement, to the Wholesaler, it is allowed only with a prior written approval from REKS and with the condition that the Wholesaler enters into a similar agreement as this Agreement.
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| 1. The Service Provider acknowledges that all Confidential Information under this Agreement remains the property of REKS and Service Provider shall honor any requests from REKS to promptly return or destroy of the Confidential Information and all that associates with it, at any time.
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| 1. In case of violation of the obligations stated in this Agreement, REKS has the right to claim compensation of contractual penalty in the amount of 5 000 EUR [five thousand euros] for each violation, as well as compensation of damages, which were not covered with the contractual penalty.
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| 1. This Agreement shall remain in effect until the Wholesaler has been connected to REKS database and five (5) years after that time.
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| 1. This Agreement shall enter into force on the day it is signed.
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**Service Provider:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 /Signature/

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 /Date/

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 /Name and Position/