

**NAPOMENA: Registracijom na portal ePorezi korisnik prihvata sve uslove ugovora o poverljivosti.**

**NOTE: By registering on the ePortal portal, the user accepts all the terms of the confidentiality agreement.**

**UGOVOR O POVERLJIVOSTI**

**CONFIDENTIALITY AGREEMENT**

(1) \_\_\_\_\_ sa sedištem  
u \_\_\_\_\_, ul. \_\_\_\_\_,  
br. \_\_\_\_\_, MB \_\_\_\_\_,  
PIB \_\_\_\_\_, koga zastupa  
\_\_\_\_\_ u  
svojevlastnom \_\_\_\_\_

(u daljem tekstu: **Davalac informacija**)

I

(2) **Key4s RED doo** sa sedištem u **Beogradu**,  
ulica **Ljutice Bogdana 1a**, Matični broj  
**21459445**, PIB **111307546**, koga zastupa **Vesna  
Grujić** u svojevlastnom **Direktora**.

(dalje: **Primalac informacija**, a zajedno sa  
Davaocem informacija: **Ugovorne strane**)

zaključili su u **Beogradu** dana [**datum registracije  
korisnika**] godine sledeći

## UGOVOR O POVERLJIVOSTI

### I Uvodne odredbe

#### Član 1.

Ugovorne strane saglasno konstatuju:

- 1) da u vreme zaključenja ovog Ugovora o poverljivosti (u daljem tekstu: Ugovor), Davalac informacija poseduje određene poverljive informacije koje predstavljaju poslovnu tajnu Davaoca informacija, i to **informacije vezane za poslovanje i podaci o ličnosti**;
- 2) da je Primalac informacija zainteresovan da, u skladu sa zakonom i ovim Ugovorom, te informacije koristi;
- 3) da je Davalac informacija voljan da Primaocu informacija omogući korišćenje tih informacija pod uslovima iz ovog Ugovora;

(1) \_\_\_\_\_ with  
registered office in \_\_\_\_\_, at  
\_\_\_\_\_, no. \_\_\_\_\_, registration number  
\_\_\_\_\_, TIN \_\_\_\_\_,  
represented by \_\_\_\_\_ in  
the capacity of \_\_\_\_\_

(hereinafter: **Data Provider**)

And

(2) **Key4s RED ltd** with registered office in  
**Belgrade**, at **Ljutice Bogdana 1a** str, registration  
number **21459445**, TIN **111307546**, represented  
by **Vesna Grujic** in the capacity of **Director**.

(hereinafter: **Data Recipient**, and jointly with the  
Data Provider: **Parties**)

in **Belgrade** on [**date of registration of the user**]  
have concluded the following

## CONFIDENTIALITY AGREEMENT

### I Introductory provisions

#### Art 1.

The Parties agree on the following:

- 1) that at the time of the conclusion of this Confidentiality Agreement (hereinafter: Agreement), the Data Provider owns certain confidential information which represents the Data Provider's business secret, as follows **information related to business and personal data**;
- 2) that the Data Recipient is interested to use this information, in accordance with law and this Agreement;
- 3) that the Data Provider is willing to allow the Data Recipient to use the Information under terms and conditions of this Agreement;

4) da ovaj Ugovor služi isključivo u svrhu međusobne dobrobiti Ugovornih strana i ne daje bilo kakva prava bilo kojem trećem licu;  
5) da se pojmovi koji se koriste u ovom Ugovoru tumače na način kako su definisani u članu 2. ovog Ugovora.

4) that this Agreement serves exclusively for the purpose of mutual benefit of the Parties and does not give any rights to any third party;  
5) that the terms used in this Agreement are interpreted as defined in Article 2 of this Agreement.

## II Definicije

### Član 2.

Ugovorne strane saglasno konstatuju da u ovom Ugovoru sledeći izraz ima sledeće značenje:

**Informacije** Informacije o ili u vezi sa Davaocem informacija i/ili o njegovoj delatnosti, uključujući ali ne ograničavajući se na finansijske, ekonomske, poslovne, naučne, tehničke, tehnološke, proizvodne podatke, studije, testove, rezultate istraživanja, formule, crteže, planove, projekte, prototipove, kodove, modele, kompilacije, programe, metode, tehnike, postupke, obaveštenja ili uputstva internog karaktera i slično, bez obzira na koji način i u kom obliku su sačuvane ili kompilirane i bez obzira da li su izričito označene kao poslovna tajna od strane Davaoca informacija.  
Primeru radi, bez ikakvog ograničavanja, Informacije mogu biti u obliku dokumenata, razgovora, u elektronskom obliku, informacije koje su sadržane u fizičkim delovima, modelima, metodologiji, softveru ili materijalnim uzorcima.

## II Definitions

### Art 2.

The Parties mutually agree that the following term in this Agreement shall have the following meaning:

**Information** Information on or relating to the Data Provider and/or its activities, including but not limited to financial, economic, business, scientific, technical, technological, production data, studies, tests, research results, formulas, drawings, plans, projects, prototypes, codes, models, compilations, programs, methods, techniques, procedures, notifications or instructions of internal nature and similar, regardless of the manner and form in which they were kept or compiled and regardless whether they are explicitly identified as a business secret by the Data Provider.  
As an example, without any limitation, the Information may be in the form of documents, conversation, electronic form, information contained in physical parts, models, methodology, software or material samples.

### **III Predmet Ugovora**

#### **Član 3.**

Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza Ugovornih strana u vezi sa korišćenjem Informacija od strane Primaoca informacija.

### **IV Vlasništvo nad Informacijama i prava intelektualne svojine**

#### **Član 4.**

Ugovorne strane saglasno konstatuju da se davanjem Informacija Primaocu informacija od strane Davaoca informacija i njihovim korišćenjem od strane Primaoca informacija ne menja vlasništvo nad Informacijama. Vlasnik tih Informacija, osim u slučaju drugačijeg pisanog sporazuma Ugovornih strana, jeste i ostaje Davalac informacija, a Primalac informacija stiče samo neisključivo pravo da ih koristi za vreme važenja ovog Ugovora u skladu sa uslovima iz ovog Ugovora. Isto važi, ukoliko je primenljivo, i za prava intelektualne svojine na Informacijama – njihov jedini i isključivi nosilac jeste i ostaje Davalac informacija.

### **V Odsustvo garancije**

#### **Član 5.**

Ugovorne strane saglasno konstatuju da Davalac informacija ne garantuje da je bilo koja od Informacija koju da na korišćenje Primaocu informacija na osnovu i u skladu sa odredbama ovog Ugovora, podobna za ostvarivanje komercijalnog, tehničkog ili bilo kog drugog cilja od strane Primaoca informacija.

### **VI Poverljivost Informacija i mere zaštite poverljivosti**

#### **Član 6.**

Primalac informacija je obavezan da Informacije tretira strogo poverljivo i da ih, osim na osnovu prethodne pisane saglasnosti Davaoca informacija, ne otkriva bilo kom trećem licu.

### **III Subject matter of the Agreement**

#### **Art 3.**

The subject matter of this Agreement is to govern mutual rights and obligations of the Parties with regard to the usage of the Information by the Data Recipient.

### **IV Ownership over the Information and Intellectual Property Rights**

#### **Art 4.**

The Parties mutually agree that the ownership over the Information is not changed by the provision of the Information from the Data Provider to the Data Recipient and by their usage by the Data Recipient. The owner of the Information, except in the case of a different written agreement between the Parties, is and remains the Data Provider, and the Data Recipient solely obtains the non-exclusive right to use the Information in the course of this Agreement's duration in accordance with the Agreement's terms and conditions. If applicable, equally goes for the intellectual property rights over the Information – their sole and exclusive holder is and remains the Data Provider.

### **V No Warranty**

#### **Art 5.**

The Parties mutually agree that the Data Provider does not warrant that any Information which it provides to be used by the Data Recipient on the basis of and in accordance with this Agreement's provisions is suitable for the realization of commercial, technical or any other goal by the Data Recipient.

### **VI Confidentiality of the Information and Confidentiality Protection Measures**

#### **Art 6.**

The Data Recipient is obliged to treat the Information strictly confidentially and not to disclose them to any third party, except in the case of prior written consent of the Data Provider.

Izuzeci od obaveze čuvanja poverljivosti iz stava 1. ovog člana Ugovora su Informacije koje su, na dan njihovog prijema od strane Primaoca informacija, već javno dostupne ili već poznate Primaocu informacija, ili ih je on nakon toga razvio nezavisno od Davaoca informacija, ili ih je dobio od trećeg lica koje u pogledu tih Informacija nema obavezu čuvanja poverljivosti prema Davaocu informacija ili prema bilo kom trećem licu, ili je Primalac informacija obavezan da ih otkrije po nalogu nadležnog državnog organa, a što se sve dokazuje odgovarajućim dokumentima koje poseduje Primalac informacija.

Svi vidovi komunikacije koji su u vezi sa ovim Ugovorom, uključujući, bez ograničenja, telefon, elektronsku prepisku, pisanu poslovnu prepisku, obuhvaćeni su obavezom čuvanja poverljivosti iz stava 1. ovog člana Ugovora.

Obaveza čuvanja poverljivosti iz ovog člana Ugovora je na snazi za sve vreme važenja ovog Ugovora i po njegovom prestanku bez ikakvog vremenskog ograničenja.

#### Član 7.

Primalac informacija je obavezan da preduzme sve razumne mere potrebne za očuvanje poverljivosti Informacija, uključujući, bez ograničenja, tehničke, kadrovske i organizacione mere zaštite.

Primalac informacija je obavezan da obezbedi da obavezu čuvanja poverljivosti iz člana 6. ovog Ugovora poštuju sva lica koja su zaposlena ili na drugi način angažovana od strane Primaoca informacija, bez obzira da li je u pitanju angažovanje na osnovu ugovora o radu ili bilo kog drugog ugovora, kao i da sva ta lica potpišu izjavu o čuvanju poverljivosti kojom se obavezuju na čuvanje poverljivosti u skladu sa odredbama ovog Ugovora.

#### Član 8.

Ugovorne strane su saglasne da Davalac informacija ili njegov ovlašćeni predstavnik imaju

The exceptions from the confidentiality obligation from paragraph 1 of this Article of the Agreement are the Information which, on the day of their reception by the Data Recipient, are already publicly available or known to the Data Recipient, or developed by the Data Recipient afterwards independently of the Data Provider, or which the Data Recipient obtained from a third party which does not have confidentiality obligation towards the Data Provider or towards any third party, or which the Data Recipient is obliged to disclose per order of a competent state authority, all to be proven by appropriate documents possessed by the Data Recipient.

All types of communication relating to this Agreement, including, without limitation, phone, electronic, written business communication, are covered by the confidentiality obligation from paragraph 1 of this Article of the Agreement.

The confidentiality obligation from this Article of the Agreement is effective during the whole time of this Agreement's validity and after its termination without any time limitation.

#### Art 7.

The Data Recipient is obliged to undertake all reasonable measures necessary for preserving the Information's confidentiality, including, without limitation, technical, human resources and organizational measures of protection.

The Data Recipient is obliged to ensure that the confidentiality obligation from Article 6 of this Agreement is respected by all persons who are employed or engaged in other manner by the Data Recipient, irrespective of the fact whether such engagement is based upon an employment agreement or any other agreement, as well as to ensure that all such persons sign a confidentiality statement by which they are obliged to keep confidentiality in accordance with the provisions of this Agreement.

#### Art 8.

The Parties agree that the Data Provider or its authorized representative, are entitled to

pravo da od Primaoca informacija zahtevaju nadgledanje sprovođenja obaveza iz ovog Ugovora.

Na zahtev iz stava 1. ovog člana Ugovora, Primaoc informacija je dužan da pozitivno odgovori, pod uslovom da je zahtev Davaoca informacija zvanično upućen u pisanoj formi od strane nadležnog organa Davaoca informacija najmanje **dva (2) radna dana** pre dana određenog za nadgledanje sprovođenja obaveza iz ovog Ugovora.

Nadgledanje sprovođenja obaveza iz ovog Ugovora vršiće se isključivo u prisustvu jednog ili više lica koje ovlasti nadležni organ Primaoca informacija, tokom radnog vremena i po pravilu, u poslovnim prostorijama Primaoca informacija.

## VII Ugovorna kazna i druga pravna sredstva

### Član 9.

Ugovorne strane saglasno konstatuju da se svaka radnja ili propuštanje Primaoca informacija, uključujući i bilo koje lice iz člana 7. stav 2. ovog Ugovora, koja je učinjena protivno odredbama ovog Ugovora, smatra povredom ovog Ugovora i da Davaocu informacija, u slučaju svake takve povrede, pripada pravo na ugovornu kaznu u iznosu od RSD **100.000**, a čime se ne ograničava niti isključuje bilo koje drugo pravo koje Davaocu informacija pripada po ovom Ugovoru ili po zakonu.

## VIII Merodavno pravo i rešavanje sporova

### Član 10.

Ovaj Ugovor je sastavljen, tumačiće se i sprovediće se u skladu sa propisima Republike Srbije.

Ugovorne strane su saglasne da će sve eventualne sporove rešavati sporazumno, a ako to ne bude moguće, ugovara se nadležnost suda u **Beogradu**.

request supervision of implementation of the obligations from this Agreement from the Data Recipient.

At the request from paragraph 1 of this Article of the Agreement, the Data Recipient is obliged to respond positively, provided the Data Provider's request has been officially delivered in a written form by the competent authority of the Data Provider at least **two (2) working days** before the date designated for supervision of implementation of the obligations from this Agreement.

The supervision of implementation of the obligations from this Agreement shall be conducted exclusively in the presence of one or more persons authorized by the competent authority of the Data Recipient, during office hours and, as a rule, in the Data Recipient's business premises.

## VII Contractual Penalty and Other Legal Remedies

### Art 9.

The Parties mutually agree that any activity or omission of the Data Recipient, including also any person from Article 7 paragraph 2 of this Agreement, which is undertaken in contravention to the provisions of this Agreement, is regarded as the Agreement's breach, and that, in the case of any such breach, the Data Provider is entitled to a contractual penalty in the amount of RSD **100.000**, by which any right which belongs to the Data Provider under this Agreement or under law, is not limited or excluded.

## VIII Governing Law and Dispute Resolution

### Art 10.

This Agreement has been drawn up and shall be interpreted and implemented in line with the regulations of the Republic of Serbia.

The Parties agree that all potential disputes will be resolved amicably, but if that would not be possible, the court in **Belgrade** will have the jurisdiction.

## IX Celina Ugovora i Izmene i dopune Ugovora

### Član 11 .

Ovaj Ugovor predstavlja celinu sporazuma između Ugovornih strana u vezi sa predmetom Ugovora i njegovim stupanjem na snagu prestaju da važe svi eventualno ranije postignuti usmeni ili pisani dogovori između Ugovornih strana koji se odnose na predmet Ugovora.

### Član 12.

Sve izmene i dopune ovog Ugovora moraju biti učinjene u pisanom obliku, u formi Aneksa ovog Ugovora, i potpisane od strane ovlašćenih predstavnika Ugovornih strana.

## X Trajanje i prestanak važenja Ugovora

### Član 13.

Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika Ugovornih strana i važi **pet (5) godina** od dana potpisivanja (u daljem tekstu: Rok važenja).

Ugovorne strane se mogu dogovoriti o produženju Roka važenja, i to zaključenjem Aneksa ovog Ugovora najkasnije **deset (10) dana** pre isteka Roka važenja.

### Član 14.

Svaka Ugovorna strana može jednostrano, sa trenutnim dejstvom, slanjem pisane izjave o raskidu drugoj Ugovornoj strani, da raskine ovaj Ugovor u slučaju povrede Ugovora od strane druge Ugovorne strane.

Svaka Ugovorna strana ima pravo na jednostrani raskid ovog Ugovora, bez razloga, slanjem pisane izjave o raskidu drugoj Ugovornoj strani, sa raskidnim rokom od **trideset (30) dana** od dana prijema te izjave od strane Ugovorne strane kojoj je izjava poslata.

## IX Entirety of the Agreement and Amendments to the Agreement

### Art 11.

This Agreement represents the entire understanding of the Parties regarding its subject matter and by its entry into force, all verbal or written agreements previously made between the Parties with regard to the subject matter of this Agreement, if any, shall cease to be valid.

### Art 12.

Any changes and amendments to this Agreement must be made in writing, in a form of this Agreement's Annex, and signed by the Parties' authorized representatives.

## X Duration and Termination of the Agreement

### Art 13.

This Agreement enters into force on the date of its signing by the Parties' authorized representatives and remains in full force and effect for **five (5) years** from the date of its signing (hereinafter: Validity Term).

The Parties can agree to prolong the Validity Term by concluding Annex to this Agreement at the latest **ten (10) days** before the Validity Term's expiration.

### Art 14.

Each Party may terminate this Agreement unilaterally, with immediate effect, by sending a written termination notice to the other Party, in the case of a breach of the Agreement by other Party.

Each Party may terminate this Agreement unilaterally, without cause, by sending a written termination notice to the other Party, with termination period of **thirty (30) days** from the date of the respective notice's receipt by the Party to which the notice was sent.

Ugovorne strane su saglasne da u slučaju raskida Ugovora krivicom jedne Ugovorne strane, druga Ugovorna strana ima pravo na naknadu štete.

#### Član 15.

U slučaju prestanka važenja ovog Ugovora, bez obzira na razlog prestanka, Primalac informacija je obavezan da, na pisani zahtev Davaoca informacija, Davaocu informacija vrati ili uništi sve dokumente, pisane ili elektronske, kao i sve druge materijale prethodno dobijene od Davaoca informacija, u kojima su Informacije sadržane, kao i da ne pravi kopije i da, ukoliko je primenljivo, uništi postojeće kopije svih takvih dokumenata i drugih materijala.

#### Član 16.

Odredbe članova 6., 7., 9. i 15. ovog Ugovora ostaju na snazi i po prestanku važenja Ugovora, bez obzira na razlog prestanka.

### **XI Prelazne i završne odredbe**

#### Član 17 .

Ugovorne strane su saglasne da će odredbe ovog Ugovora čuvati kao poslovnu tajnu, kao i da nijedna od njih neće, bez prethodne pisane saglasnosti druge Ugovorne strane, obelodaniti njihovu sadržinu.

Nijedna Ugovorna strana ne može da, u celini ili delimično, ustupi ili prenese na treće lice ovaj Ugovor ili prava i obaveze koje iz njega proističu, osim na osnovu prethodne pisane saglasnosti druge Ugovorne strane.

Ukoliko je bilo koja odredba ovog Ugovora nevažeća, neprimenljiva ili neizvršiva, ili to postane, ista neće uticati na važenje, primenljivost i izvršivost ostalih odredaba, pri čemu će se takva odredba zameniti, u meri u kojoj je to dozvoljeno merodavnim pravom, pravno važećom, primenljivom i izvršivom odredbom koja je pravno i ekonomski najbliža nevažećoj, neprimenljivoj ili neizvršivoj odredbi.

The Parties agree that, in the case of the Agreement's termination by one of the Parties' fault, the other Party is entitled to damage remuneration.

#### Art 15.

In the case of the Agreement's termination, irrespective of the termination cause, the Data Recipient is obliged, upon written request of the Data Provider, to return to the Data Provider or to destroy all documents, written or electronic, and other materials previously received by the Data Provider in which the Information is contained, as well as not to make copies and, if applicable, to destroy all existing copies of all such documents and other materials.

#### Art 16.

The provisions of Articles 6, 7, 9 and 15 of the Agreement remain in full force and effect after the Agreement's termination irrespective of the termination cause.

### **XI Transitory and closing provisions**

#### Art 17.

The Parties agree that they will treat the provisions of this Agreement as a business secret, and that none of them will, without prior written consent of the other Party, reveal their content.

Neither of the Parties may, in whole or partially, assign nor transfer this Agreement or rights and obligations stemming from this Agreement to a third party, except upon prior written consent of the other Party.

If any provision of this Agreement is or becomes invalid, ineffective or unenforceable, it will not affect the validity, effectiveness and enforceability of the remaining provisions, whereas such provision shall be replaced, to the extent permissible by applicable law, by such valid, effective and enforceable provision which comes closest legally and economically to such invalid, ineffective or unenforceable provision.



Ovaj Ugovor je sastavljen na srpskom i engleskom jeziku, u dva (2) istovetna primerka, po jedan (1) za svaku Ugovornu stranu. U slučaju nesaglasnosti između srpske i engleske verzije, prevladaće **srpska** verzija Ugovora.

This Agreement is made in the Serbian and English language, in two (2) identical counterparts, one (1) for each of the Parties. In the case of any discrepancy between the Serbian and English version, the **serbian** version of the Agreement shall prevail.

Za **Key4s RED doo, Vesna Grujić, direktor**

For **Key4s RED ltd, Vesna Grujić, director**

V e s n a   G r u j i ć

---

V e s n a   G r u j i ć

---

Za **[naziv druge Ugovorne strane, ime, prezime i funkcija ovlašćenog potpisnika Ugovora]**

For **[name of the other Contracting Party, name, surname and function of the authorized signatory of the]**

---