

NON-DISCLOSURE AND RESTRICTION ON USE AGREEMENT

This non-disclosure and restriction on use Agreement (this “Agreement”) was executed on **DATE** by and between:

- 1) **Mindsailors Sp. z o.o.** with registered seat in **Poznan 60-179, Poland, Budziszynska 70A Str.**, (hereinafter referred to in as the “Mindsailors”), represented by **Rafal Pilat – President;**

and

- 2) with registered seat in (hereinafter referred to in as the “Company”), represented by

Company and Mindsailors are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

WHEREAS, each Party has received, may receive or have access to certain confidential and/or proprietary information of the other Party in order to evaluate a possible business relationship (the “Purpose”), and in order to make the requested information available to the other, each Party requires that its confidential and proprietary information, as well as the content and nature of any further discussion between the Parties be kept strictly confidential; and

WHEREAS, each Party’s confidential and/or proprietary information may include, but is not limited to matters regarding certain business initiatives, operations, financial projections, marketing analyses, reports and data and/or business plans concerning the Business Opportunity (collectively, the “Confidential Information”);

WHEREAS, each Party is willing to permit the other Party to receive and use its Confidential Information solely for that Purpose, but only pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of and in reliance upon the foregoing, which shall be considered to be a material and integral part of this Agreement, and of the promises and covenants herein contained, the Parties agree as follows:

1. The term “Confidential Information” of each respective Party shall mean all information, however characterized, and in whatever form or medium, that the disclosing party (“Disclosing Party”) discloses to the receiving party (“Receiving Party”), be it by oral or written communication or documentation, visual observation or Receiving Party otherwise learns, whether or not related to the Purpose, regardless of whether it was provided before or after the date of this Agreement, and which Disclosing

Party, including its Affiliates (an Affiliate is defined as any entity that is directly or indirectly controlling, controlled by or under common control with a Party), considers to be and treats as its proprietary and confidential information, whether or not it rises to the level of being a trade secret and whether or not the confidential status is indicated orally or in writing or by a context in which the disclosing Party reasonably communicated, or which the Parties should reasonably have understood that the disclosure should be treated as confidential, and whether or not the specific word “confidential” is used. Without limitation and for emphasis only, Confidential Information shall accordingly be deemed to mean and include product architecture, mathematical models, source code, business methods, plans, technical projects and drawing, business plans, customer lists, patent applications, unpublished inventions, as well as all ideas and concepts embodied in such Confidential Information.

2. Confidential Information shall not, however, be deemed to include any specific portions of Confidential Information which Receiving Party can prove, by documented evidence and prior to any disclosure or use not expressly authorized hereunder:
 - (a) is generally or becomes published by printed publication of general circulation, through no act, omission or breach of this Agreement by Receiving Party;
 - (b) was already known to Receiving Party prior to its disclosure to Receiving Party under this Agreement, and from a source other than Disclosing Party and Receiving Party did not receive it, directly or indirectly, from Disclosing Party; or
 - (c) was lawfully received from a third party, free of any restrictions on disclosure and use, and who did not receive it directly or indirectly from Disclosing Party
3. Receiving Party shall not be entitled, and Receiving Party agrees not, to permit any of Disclosing Party’s Confidential Information to be accessed by any third party, which for purposes of this Agreement shall be deemed to include in particular Receiving Party’s Affiliates, officers, advisors as well as any employee of Receiving Party who does not have a bona fide need to know solely for the Purpose. Receiving Party shall be responsible for ensuring that any individuals and entities with access to the Confidential Information treat the Confidential Information in accordance with the requirements of this Agreement, and Receiving Party shall be liable for their failure to do so. In no event shall Receiving Party permit anyone to have access to Disclosing Party Confidential Information who could be involved with the development of any technology or product that could be similar to or otherwise compete in whole or in part with, any Disclosing Party technology and/or products. Insofar as Receiving Party needs to disclose any Disclosing Party Confidential Information to a third party, Disclosing Party reserves the right to deny permission to do so or have such entity execute an agreement directly with Disclosing Party for such purpose. Receiving Party shall not be entitled to use, and agrees not use, any of Disclosing Party Confidential Information for any reason other than the Purpose, and at all times subject to Disclosing Party’s obligations hereunder.
4. A disclosure by Receiving Party of Confidential Information of another party in response to a valid order by a court or governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, such Receiving Party shall provide prompt prior written notice thereof to Disclosing Party and shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded all protection available for the Confidential Information. In any event, however, Receiving Party agrees that any Disclosing Party Confidential Information disclosed pursuant to any such requirements shall continue to be deemed Confidential Information for any and all purposes of this Agreement.
5. Receiving Party further acknowledges and agrees that:

- (a) All Confidential Information disclosed by or belonging to Disclosing Party is and shall remain the exclusive and valuable property of Disclosing Party;
 - (b) Any manner of information generated by Receiving Party which is based on, or otherwise arose out of access to, Disclosing Party Confidential Information, shall be subject to Receiving Party obligations of non-disclosure and restrictions on use regarding such Disclosing Party Confidential Information;
 - (c) Receiving Party acknowledges and agrees that no provision of this Agreement is intended to grant Receiving Party, or otherwise result in Receiving Party having acquired, any rights, licenses or immunities from suit under, any intellectual property rights owned, controlled or licensed by Disclosing Party, its parent, their respective subsidiaries or affiliates, or any third party(s). Accordingly, and for example but not by way of limitation, to the extent any Disclosing Party Confidential Information falls within any of the exemptions identified in this Agreement, Receiving Party shall have no right or license to use such information insofar as it is the subject of any patent claims of Disclosing Party or any third party;
 - (d) At the request of Disclosing Party, or otherwise on completion of the Purpose, the Receiving Party shall promptly deliver to Disclosing Party or destroy (at Disclosing Party option and at Receiving Party's expense) all tangible forms of Confidential Information, and shall permanently destroy any and all electronic copies of the same;
 - (e) Receiving Party will NOT decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by Disclosing Party in writing.
6. Receiving Party acknowledges that the restrictions on the use and disclosure of Disclosing Party Confidential Information set forth herein are reasonable, given the value and sensitivity of such information. Receiving Party further acknowledges that the unauthorized disclosure and/or use of any Disclosing Party Confidential Information will cause irreparable harm, and that Disclosing Party shall be entitled to money damages and equitable relief to protect its interest therein and limit further damages.
7. Nothing in this Agreement shall be deemed to require that Disclosing Party provide Receiving Party with access to any Disclosing Party Confidential Information that Disclosing Party does not wish to provide.
8. All Information provided to Receiving Party under this Agreement is provided "as is" and no warranties with respect to such Confidential Information, either express or implied, are made by disclosure.
9. If any provision hereof is held invalid under any applicable rule of law, such invalidity shall not affect any other provisions hereof which shall be given effect without the invalid provisions, and to this end the provisions hereof are declared to be severable. Notwithstanding the above, any such invalid provisions shall be construed and enforced (to the extent possible) in accordance with the original intent of the Parties as herein expressed.
10. This Agreement shall not be modified except in writing signed by both Parties hereto. Neither Party may transfer or otherwise assign its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part, without the prior written consent of the other Party. Any such prohibited assignment shall be void.

11. No waiver of any provisions of the Agreement by Disclosing Party shall be effective unless agreed to in writing by Disclosing Party. Any waiver of any default or breach hereunder shall not constitute a waiver of any other default or breach whether similar or otherwise.
12. The validity, interpretation, and enforcement of this Agreement shall be governed and enforced solely by the laws of Poland.
13. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which cannot be amicably resolved within 15 days (or such longer period as the Parties may agree in writing) shall be settled in arbitration in accordance with the by-laws of the Arbitration Court at the National Chamber of Commerce in Warsaw (Krajowa Izba Gospodarcza) in effect on the day of submission of the claim. The proceeding shall take place in Warsaw and shall be conducted in the Polish language. The arbitration award (including any interim award) shall be final and binding upon the Parties. The Parties undertake to carry out the award (including any interim or partial awards) without delay and they waive any rights of appeal insofar as such waiver can validly be made. The foregoing provision shall constitute an arbitration clause within the meaning of the Polish Code of Civil Procedure.
14. This Agreement shall be deemed to be effective on the date that both Parties have executed this Agreement ("Effective Date"). This Agreement shall be deemed to expire three (3) years from the Effective Date (the "Term"). However, Receiving Party's obligations hereunder both with respect to confidentiality and non-use for any item of Confidential Information shall survive the Term for as long as the item of Confidential Information does not fall within any of the exemptions set forth in Section 2 above.

The Parties have by their duly authorized representatives executed this Agreement as of the dates:

Mindsailors

Company
