**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement") is made and entered into as of the **.............** **day of ............... 2023 ("Effective Date")** by and **ID SOLUTIONS TECH S.R.L.**, a Romania Company with registration number RO32816440, registration number J29/248/2014 (which shall be hereinafter referred to together with any affiliate thereof as the **("Company")** and **Mr.**/**Mrs. ................................................**, an individual with ID .................................................., (hereinafter referred to as the **"Receiving Party"**) (the Company and the Receiving Party shall hereinafter be referred to collectively as the **"Parties"**).

Whereas, the Company may disclose, from time to time, Confidential Information (as hereinafter defined), to the Receiving Party, pertaining to its respective activities, whether financial, technological or other for the evaluation of the possible transaction and/or other relationship between the Parties (the "Purpose"), and other information deemed by the Company as being Confidential Information; and

Whereas, the Company would like to maintain its rights in, protect the confidentiality of, and prevent the unauthorised use and disclosure of such Confidential Information;

**Now therefore the Parties hereby agree as follows:**

1. **Confidential Information**. The Parties agree that all information disclosed by the Company to the Receiving Party, whether oral, visual, in writing or by any other media of communication, including, but not limited to, all specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data, documents and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto, relating to the Company and/or any third party with whom the Company has business or other relations and any information learned by the Receiving Party from the Company through the inspection of the Company's property (including notes, analyses or other documents prepared by the Receiving Party which contain the information furnished to the Receiving Party pursuant hereto), that relates to Company's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, shall be considered and referred to collectively in this Agreement as "Confidential Information".

2. Notwithstanding the aforementioned, Confidential Information, shall not include information which is required to be disclosed by law or the binding rules of any governmental organization, provided that in the event that the Receiving Party is requested or required to disclose any Confidential Information, the Receiving Party shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy, and the Receiving Party shall fully cooperate and assist the Company in its efforts.

3. **Non-disclosure and Non-use of Confidential Information**. The Receiving Party agrees to accept and use Confidential Information solely for the Purpose, and that the Confidential Information shall be kept confidential and shall not be disclosed, published, or disseminated to a third party, provided, however, that (i) the Receiving Party may make any disclosure of such Confidential Information to which the Company gives its prior written consent and (ii) Confidential Information may be disclosed to the Receiving Party's employees with a need to know, and solely for the Purpose. The receiving party further agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Confidential Information and ensure that such Receiving Party’s employees fully perform the duties and obligations hereunder, and to this end such party shall obtain appropriate written confidentiality agreements with its employees, but in any event the Receiving Party agrees to be responsible for any use or disclosure of Confidential Information of any of its said employees or representatives. The Receiving Party agrees not to use Confidential Information otherwise for its own or any third party’s benefit without the prior written approval of an authorised representative of the Company in each instance. In performing its duties and obligations hereunder, the Receiving Party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least due care consistent with the highest industry practices of companies offering similar services. Further, the Receiving Party agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorised representative of the Company. It is further agreed that the Receiving Party shall be liable for any breach of the provisions hereunder by any of its employees and/or representatives.

4. **Return of Confidential Information**. The Company may decide to discontinue the disclosure of Confidential Information under this Agreement at any time, for any reason or for no reason, by giving written notice to the Receiving Party, with immediate effect. Upon such termination or upon request of the Company, the Receiving Party shall (i) return to the Disclosing Party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information (including, for the avoidance of doubt, notes, analyses or other documents prepared by the Receiving Party which contain the information furnished to the Receiving Party pursuant hereto), and if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide written certification by an appropriate officer of the Receiving Party, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement.

5. **Non-Solicitation**. For a period of two years from the effective date of termination or expiry of this Agreement, Receiving Party will not, directly or indirectly, solicit the employment of any senior employee or officer of the Company, without the Company's prior written consent, except through general solicitation or advertisements or in the event that an employee of the Company initiates such contact with Receiving Party, without inducement by Receiving Party or its representatives.

For a period of three years from the effective date of termination or expiry of this Agreement, the Receiving Party will not, directly or indirectly, maintain any business relations of any type whatsoever, including a proposal to conduct business relations, directly or indirectly, with any of the Company's customers and/or suppliers and/or agents, including customers and/or suppliers and/or agents with whom the Company conducted negotiations towards an agreement at the time of disclosure of the Confidential Information, in each case, without the Company's prior written consent.

6. **No Warranty.** THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE COMPANY "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE NON-INFRINGEMENT OF TRADEMARKS, PATENTS, COPYRIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PERSONS.

7. **No License or Joint Venture**. All Confidential Information, and any derivatives thereof is and shall remain the property of the Company and the Company grants no licenses, by implication or otherwise, under any patent, copyright, trademark, trade secret or other rights by disclosing Confidential Information under this Agreement. Further, this Agreement is not a joint venture or other such business arrangement; and any agreement if at all, between the Parties hereto shall be set forth in subsequent written agreements, at the absolute discretion of the Parties hereto.

8. **Term.** This Agreement shall govern the communications relating to Confidential Information between the Parties as of the Effective Date until such time as the present Agreement is expressly superseded by a subsequent agreement between the Parties hereto, or the Agreement has been terminated as set forth in Section 4 above, whichever is earlier. For the avoidance of doubt, the provisions of Section 3 through 5 hereof shall survive the expiry or termination of this Agreement (for any reason).

9. **Equitable Relief**. The Receiving Party hereby acknowledges that unauthorised disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Company that may be difficult to ascertain. Consequently, the Receiving Party agrees that the Company, in addition to any other right or remedy that it may have available to it at law or in equity or otherwise, shall have the right to seek and obtain immediate injunctive relief to enforce any obligations under this Agreement without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.

10. **NON-COMPETE**

10.1 For good consideration and as an inducement for the Company to assign professional work to Participant, the undersigned Participant hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of professional collaboration and for a period of three (3) years following termination of professional collaboration and notwithstanding the cause or reason for termination.

10.2 The term “non-compete” as used herein shall mean that the Participant shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of professional work.

10.3 The Participant acknowledges that the Company shall or may in reliance of this agreement provide Participant to trade secrets, customers, confidential data and good will. Participant agrees to retain said information as confidential and not use said information on his or her own behalf or disclose the same to any third party.

10.4 This non-compete clause shall extends international coverage and shall be in full force and effect for three (3) years commencing with the date of Participant termination.

10.5 This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

10.6 As a singular exception, if the Participant is already involved in a contract with a similar business articles 10.1 and 10.2 will not apply to that contract until its termination.

11. **Entire Agreement**. The provisions of this Agreement shall supersede and prevail over any other arrangement, either oral or written, as to the Confidential Information disclosed herein. No change, modification, alteration or addition to any provision of this Agreement shall be binding, except by the written agreement signed by authorised representatives of both Parties.

12. **Governing Law.** This Agreement will be governed by and construed exclusively in accordance with the laws of the Romania, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the Romania to be applied. The courts of the Romania shall have sole and exclusive jurisdiction with respect to any disputes among the Parties related to this Agreement.

13. **Assignment**. This Agreement shall not be assignable by either party without the prior written consent of the other party, and any purported assignment not permitted hereunder shall be construed null and void, provided, however, that the Company may transfer any of its rights or obligations to any affiliate thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

**ID SOLUTIONS TECH S.R.L.**

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Name: Razvan Baicoianu

Title: Administrator