

## NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement (“Agreement”) is entered into as of June 14, 2018 by **Valeriia Didushok** (“Recipient”) and ShipTalent.com (“ST.com”). ST.com and Recipient may each be referred to in this Agreement as a “Party” or collectively as “Parties.”

- A. ST.com and Recipient are working together or considering working together, with respect to the products and services owned and operated by ST.com (“Services”) for which ST.com may, but is not obligated, to retain the services of Recipient.
- B. Recipient understands and acknowledges that ST.com has entered into or will enter into new business relationships with respect to the Services, and that ST.com has and will have development plans which are and must remain entirely confidential until ST.com determines in the sole discretion of ST.com that such plans be made known.
- C. ST.com and Recipient anticipate that performance of the Services will involve the disclosure by ST.com to Recipient of confidential and proprietary information as defined below (“Confidential Information”).
- D. Recipient wishes to receive, and ST.com has agreed to disclose to Recipient such Confidential Information to permit ST.com and Recipient to consider whether ST.com wishes to enter into a business relationship with Recipient.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

- 1. Confidential Information. Confidential Information includes all information, oral or written, with respect to the Services, including but not limited to business plans, financial information, marketing information, operational information, communication information, client information, demonstrations, samples, promotions, pricing, company personnel and company positioning.
- 2. Duty to Hold in Confidence. Recipient agrees to preserve in strict confidence and secure against accidental loss any Confidential Information and to otherwise comply with the terms of this Agreement. Recipient will use the same degree of care as it would to preserve the confidentiality of its own Confidential Information to secure and safeguard the Confidential Information of ST.com. Any permitted reproduction by Recipient of ST.com’s Confidential Information shall be labeled as Strictly Confidential. Recipient shall immediately notify ST.com in writing in the event of any loss or unauthorized disclosure of Confidential Information.
- 3. Permitted Disclosures Limited. Recipient shall permit access to the Confidential Information solely to its employees who have a need to know such information, and then only upon prior written identification to ST.com of the persons to whom it is proposed such Confidential Information be disclosed, and prior written approval of ST.com. Other than as provided in the preceding sentence, Recipient shall not disclose or transfer Confidential Information to any affiliate, parent or subsidiary, or to any third parties, without the specific prior written approval of ST.com. Any such individual who is given access to the Confidential Information shall be advised by Recipient in writing of the confidential nature of the information and of the confidentiality obligation, and shall be required to sign an acknowledgement of these or equally restrictive confidentiality obligations. Recipient shall use the Confidential Information

disclosed hereunder solely for the purpose of considering or performing the business relationship between ST.com and Recipient and not for any other purpose.

4. Obligation to Return Confidential Information. Recipient acknowledges that ST.com retains sole and exclusive ownership of the Confidential Information disclosed or made available. Accordingly, upon the request of ST.com for any reason, Recipient shall return promptly to ST.com as requested, the originals and all copies (without retention of any copy) of any written documents, tools, materials, electronic versions or other tangible items containing or embodying Confidential Information.

5. Governing Law and Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Florida state courts and the Federal courts located in Miami/Fort Lauderdale, Florida. Recipient hereby consents to the personal and exclusive jurisdiction and venue of these courts. Recipient acknowledges that improper disclosure, or threatened disclosure, of the Confidential Information will cause irreparable harm to ST.com, and thus ST.com shall be entitled to, among other forms of relief, including but not limited to compensatory and punitive damages as may be applicable, injunctive relief to prevent any such unauthorized disclosure. There are no understandings, agreements, or representations, expressed or implied, with respect to the subject matter of this Agreement not specified in the Agreement. This Agreement may not be amended, nor may any obligation hereunder be waived, except by a writing signed by both ST.com and Recipient. The obligations of Recipient under this Agreement shall survive termination of any association between ST.com and Recipient, regardless of the manner of such termination for ten (10) years and shall be binding upon the agents, employees, independent contractors, heirs, successors and assigns of Recipient.

Each person signing below represents that s/he is authorized to sign on behalf of the Party for which s/he signs and to bind such party to the terms and conditions of this Agreement as of the date first written above.

For: ShipTalent.com

For: upwork.com

By: Bret Bullock, Founder & CEO

By: Valerria Didushok

*Valerria*

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Signature

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Signature