

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement, dated _____, is made between _____ located at _____, and Altoros LLC registered in PR with principal offices at 1607 Ponce de Leon Avenue, GM-06, SAN JUAN, PR, 00909, hereinafter jointly referred to as "Parties", about the following:

Due to intention of the Parties to enter into a business relationship, during which one Party could disclose certain confidential information to another Party, the Parties therefore mutually agreed not to disclose received confidential information directly or indirectly to the third parties and not to use it to the detriment of each other, as well as to execute other duties due to the statements mentioned below.

1. Confidential Information

"Confidential information" is any commercial, financial, technological or technical information (regardless of the method of receiving) which is related directly or indirectly to one of the Parties (Disclosing Party) and is disclosed to another Party (Receiving Party) or is received by Receiving Party by another way directly or indirectly from Disclosing Party on the date of concluding the Agreement or after the date of concluding the Agreement. Without limiting the general description stated above, Confidential information includes any commercial secrets, "know-how", experience, ideas, innovations (both patented and not), technological processes, technologies, algorithms, computer programs (source and binary code), design, product development plans, strategies, forecasts, as well as any other technical, engineering, manufacturing, marketing, office, financial, related to personnel management and any other information and materials, related to Disclosing Party.

2. Use of Confidential Information

Receiving Party shall:

- (i) hold Confidential information in strict confidence and take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential information;
- (ii) restrict the possession, knowledge and use of Confidential Information to its employees and contractors (including employees and contractors of its affiliates and subcontractors) who have a need to know Confidential Information in connection with the purpose of this Agreement and the Parties' business relationship. Receiving Party will ensure that its employees and contractors (including employees and contractors of its affiliates and subcontractors) comply with this Agreement;
- (iii) not directly or indirectly sell, alienate, transfer, assign, disclose or divulge Proprietary Information to any person or entity without obtaining the Disclosing Party's prior written permission;
- (iv) not copy or reverse any Confidential information unless such action is required in connection with the purpose of this Agreement and the Parties' business relationship;
- (v) return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this subclause;
- (vi) not use source code or other materials, which were used, received or developed in connection with the purpose of this Agreement, for other purposes;
- (vii) not disclose contacts of persons involved in the Parties' business relationship.

3. Exclusions

Confidential Information does not include any information that:

- (i) is or becomes publicly available without breach of this Agreement;
- (ii) was known by Receiving Party prior to receipt from the Disclosing Party as evidenced in

Initials: _____

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writing, except to the extent that such information was unlawfully appropriated;

(iii) was rightfully disclosed to Receiving Party by a third party;

(iv) has been independently developed by the Receiving Party without reference to any Confidential Information.

Receiving Party is allowed to disclose Confidential information in following cases:

(i) disclosing Party provided in advance written permission (which is provided for each particular case of disclosing of information);

(ii) receiving Party is obliged to disclose Confidential information on the base of enactment of state authority or court, if such disclosure is obligatory for Receiving Party according to the legislation of country of jurisdiction for Receiving Party. In this case Receiving Party shall notify Disclosing Party in written form not later than 3 (three) days after such case has occurred, about disclosing information and to take all appropriate measures to limit disclosure of information if it doesn't contradict legislation of country of jurisdiction for Receiving Party.

4. Injunctive Relief

The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

5. Notice of Unauthorized Use

The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

6. Ownership of Confidential Information

All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

7. Waiver

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

8. Miscellaneous Provisions

8.1. The Parties further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its employees and contractors (including employees and contractors of its affiliates and subcontractors) as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party. Receiving Party is responsible for making its own evaluation of such Proprietary Information.

8.3. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law.

8.4. This Agreement will be governed by internal laws of the Commonwealth of Puerto Rico,

Initials: _____

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without reference to its choice of law rules. All disputes, claims, questions, or differences shall be brought solely in Federal and State courts located in the Commonwealth of Puerto Rico. The parties hereby consent to the exclusive jurisdiction of such courts in connection with any such dispute, claim, question, or difference, and waive any defense of forum non conveniens in connection therewith.

8.5. Conditions and liabilities according to this Agreement might be changed only due to mutual agreement of the Parties. All amendments and additions to this Agreement shall have legal force if they are made in writing form and executed by authorized representatives of the Parties. For the purposes of this Agreement "writing form" includes also messages or amendments sent by email.

Signed By: _____
Date Signed: _____
Name: _____
Title: _____

Altoros LLC
Signed By: _____
Date Signed: _____
Name: Renat Khasanshyn
Title: CEO

Initials: _____
Initials: _____