

Mutual Non-Disclosure Agreement

Introduction

The two Parties mentioned below are both independent consultants who wish to take on projects and provide a service or consultancy for certain companies (the "Clients") who wish to make use of the expertise of these Parties. It is expected that either Party will obtain its own Clients and sign collaborative agreements with these Clients. The two Parties wish to improve their ability to serve the needs of their Clients by working together, each contributing from their own expertise. It is the intent that all the results of the work of either Party will belong to the Party that owns the Client for whom the work was carried out, so that the Party owning the Client may assign all of the results to the Client.

This Mutual Non-Disclosure Agreement (the "Agreement") dated December 12th, 2020 (the "Effective Date") is entered into between:

1. Qina consulting unipessoal LDA, a company registered in Portugal under company number PT515286834 and whose registered address is located Rua Jose Botelho 1, Olhao Portugal 8700-239 (the "First Party"); and
2. Colleen Fogarty Draper, Chemin de Bochet 27, 1025 St Sulpice, Switzerland, (the "Second Party")

for the purposes of disclosing confidential information as defined under Clause 1 below (the "Confidential Information").

The First Party and the Second Party are herein each referred to as a "Party" and collectively the "Parties". Either Party to this Agreement may be referred to as the "Disclosing Party" when it discloses, provides or gives Confidential Information to the other Party. Either Party to this Agreement may be referred to as the "Recipient" when it receives, accepts or uses Confidential Information from the other Party.

The Parties agree as follows:

1. CONFIDENTIAL INFORMATION

- 1.1. Confidential Information shall for the purposes of this Agreement include without limitation, but subject to the exclusions described in Clause 2, any data in whatever form, communicated by the Disclosing Party to the Recipient or obtained by the Recipient from the Disclosing Party or any of its affiliates or representatives, pursuant to this Agreement, as well as all material non-public information, whether written or orally disclosed, directly or indirectly through any means of communication or observation by the Disclosing Party or any of its affiliates or representatives on behalf of the Disclosing Party.
- 1.2. Confidential Information is disclosed for the following purpose: to enable the First and Second Parties to collaborate together to serve the needs of a Client of either Party (the "Purpose"). The Recipient shall not use the Confidential Information, directly or indirectly, for anything other than the Purpose.
- 1.3. A Party may only disclose Confidential Information under the protection of this Agreement for a period of five years from the Effective Date (the "Disclosure Period").

2. OBLIGATIONS OF NON-DISCLOSURE

- 2.1. Each Party agrees to keep the existence of and the contents of this Agreement confidential, except that the owner of the relationship with the Client is allowed to inform the Client of this Agreement

2.2. The Recipient agrees that it will not, during the course of its work as contemplated herein or thereafter, disclose Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement.

2.3. The Recipient agrees not to utilise, exploit or use in any manner whatsoever the Confidential Information except for the Purpose and pursuant to the provisions of this Agreement;

and shall not disclose the Confidential Information to a third party without the prior written consent from the Disclosing Party.

2.4. The Recipient may not disclose any of the Confidential Information to its members, directors, officers, employees and legal advisors ("Personnel") unless specifically given permission, on a strictly need-to-know basis and only to the extent necessary for the permitted purpose provided that:

2.4.1. the Recipient has informed such Personnel of the confidential nature of the Confidential Information;

2.4.2. such Personnel have confidentiality obligations to the Recipient that are no less onerous than those of the Recipient under the provisions of this Agreement;

2.4.3. the Recipient agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such Personnel;

2.4.4. the Recipient is requested or required to disclose such Confidential Information by any law or regulations or by any judicial, governmental, supervisory or regulatory body, court of law, legal process or by the rules of any stock exchange, provided that (to the extent legally permissible and reasonably practicable) the Recipient will provide the Disclosing Party with prior written notice so that the Disclosing Party may have the opportunity to seek a protective order, injunction or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

3. NON-SOLICITATION

3.1. Any attempt on the part of a Party to induce others to leave the other Party's employment, or any effort by a Party to interfere with the other Party's relationship with its employees and contractors would be harmful and damaging to the other Party.

3.2. The Parties agree that during the term of the Agreement and for a period of one (1) year after the end of term of the Agreement, the Parties will not in any way, directly or indirectly:

3.2.1. induce or attempt to induce any employee or contractor of the other Party to quit employment or retainer with the other Party;

3.2.2. otherwise interfere with or disrupt other Party's relationship with its employees and contractors;

3.2.3. discuss employment opportunities or provide information about competitive employment to any of the other Party's employees or contractors; or

3.2.4. solicit, entice, or hire away any employee or contractor of the other Party.

3.3. This obligation is limited in scope to those persons that are employees or contractors of the Parties as at the Agreement date.

4. OWNERSHIP AND TITLE

- 4.1. Except as otherwise provided for in this Agreement, the Confidential Information will remain the exclusive property of the Disclosing Party. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Disclosing Party or any of its affiliates or subsidiaries or its Client.
- 4.2. The Recipient acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Disclosing Party or its Client. Accordingly, the Recipient specifically agrees and acknowledges that the Recipient will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names.
- 4.3. The Recipient hereby waives any moral rights that the Recipient may have with respect to the Confidential Information provided by the Disclosing Party.

5. REMEDIES

- 5.1. The Recipient agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and could cause irreparable damage to the Disclosing Party. Accordingly, the Recipient agrees that the Disclosing Party is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. The Recipient shall, promptly after receiving a written request from the Disclosing Party, return or destroy (at Disclosing Party's discretion) all Confidential Information, including all copies thereof in whatever form reproduced or stored (to the extent possible), and make no further use of it. The Recipient may retain documents and materials containing Confidential Information to the extent required by the law or any applicable governmental or regulatory authority and to the extent reasonably necessary to enable the Recipient to show that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient
- 6.2. In the context of this article 6, Confidential Information of the Disclosing Party also includes information in the possession of the Recipient that contains or is derived from ideas, concepts, creations, trade secrets, data or other proprietary information considered as Confidential Information of the Disclosing Party or its Client under this Agreement. For the sake of clarity, any information developed under the services provided by a Party to the Party owning the Client will be considered to belong to the Party owning the Client.

7. EXCLUDED INFORMATION

- 7.1. The Obligation of the Recipient pursuant to this Agreement shall not apply to any Confidential Information that:
 - 7.1.1. is known to, or is in the possession of the Recipient prior to disclosure thereof by the Disclosing Party, provided that, immediately upon disclosure, Recipient shall have brought such fact to the attention of the Disclosing Party and shall have demonstrated in writing that such information was in fact so known to the Recipient;
 - 7.1.2. is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the Recipient;

7.1.3. is developed independently by the Recipient and written documentation is available to prove that such development did not rely upon the Confidential Information of the Disclosing Party.

7.1.4. is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement; and

7.2. is disclosed pursuant to any law, regulation, court order, governmental regulation or by the rules of any stock exchange by which the Recipient is or may become bound provided that (to the extent legally permissible and reasonably practicable) the Recipient provides the Disclosing Party with prior written notice.

8. REPRESENTATIONS

8.1. Each Party represents and warrants to the other that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

8.2. In providing the Confidential Information, the Disclosing Party makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade mark infringement that may result from the use of such information.

9. TERM

9.1. The obligations contained in this Agreement will be effective as of the Effective Date of the Agreement and continue for (the earlier of) a period of five (5) years after the end of the Disclosure Period (unless the Client requires a longer period, in which case the longer period shall be applied) or until the Confidential Information loses its confidential nature by becoming generally available to the public or until a Party relieves the other of their respective obligations under this Agreement in writing.

10. GENERAL

10.1. Except where a Party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other Party to this Agreement.

10.2. This Agreement may only be amended or modified by a written instrument executed by both Parties – electronic copies exchanged by email being sufficient

10.3. This Agreement is governed by, and is to be construed in accordance with, Portuguese law. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of Portugal to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

10.4. In the event of any dispute arising between the Parties out of or in connection with the Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation between their primary contact persons or such other persons that the Parties shall nominate for this purpose.

10.5. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

- 10.6. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
- 10.7. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, and the Agreement shall be carried out as far as possible in accordance with its original terms and intent.
- 10.8. No failure or delay by any of the Parties in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 10.9. This Agreement may be signed in counterparts. In the event the signed Agreement is faxed or transmitted electronically, the recipient agrees that this Agreement shall become binding and that the faxed or electronic copy shall constitute admissible evidence of the existence of this Agreement. The parties agree to execute any documents which may be necessary to give effect to the provisions of this clause.
- 10.10. This Agreement constitutes the whole agreement and understanding between the parties and supersedes any arrangement, understanding or previous agreement relating to the subject matter of this Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first above written:

For and on behalf of:
Qina consulting unipessoal LDA

Signature:

Name:

Title:

Date:

For and on behalf of:
Colleen Fogarty Draper

Signature:

Name:

Title:

Date:

Appendix

For each project that is taken on by a Party on behalf of a Client, and on which the two Parties will collaborate under this Mutual Confidentiality Agreement, a separate agreement in writing will be prepared to include at least the following information:

- Name of the Client
- Description of the project
- Objectives of the work
- Deliverables for each of the two parties, requested date of delivery
- Period of keeping the information confidential (if longer than 5 years)