

NONDISCLOSURE AGREEMENT

Now, in consideration of the mutual promises and covenants contained in this NDA, any access to Confidential Information, as described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Alim Maasoglu. and Henri Makinen agree as follows:

1. **“Confidential Information”** shall include all information concerning or related to any work requested or directed by the Client, including without limitation any projects, business, or affairs of the Freelancer (whether transmitted orally, in writing, or through any electronic medium and whether transmitted prior to or after the date of this NDA) that are not known by or generally available to the public at large, including without limitation, that which relates to any work requested of the Freelancer by the Client, projects, jobs, research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, pricing information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that the Client is obligated to keep confidential.

2. The Confidential Information shall be kept in strict confidence by the Freelancer and shall not be used, without the Client’s prior written consent, for any purpose other than in connection with the performance of services by the Freelancer for or at the direction of the Client. The Confidential Information shall not be disclosed to any persons other than those Representatives (as defined below) who have a need to know. **“Representatives”** shall mean the affiliates, directors, officers, employees, professional advisers and agents of the Freelancer. The Freelancer shall inform its Representatives of the confidential nature of the Confidential Information and shall direct its Representatives to hold the Confidential Information in strict confidence.

3. The restrictions set forth in paragraph two (2) shall not apply to any information which: (a) is or becomes generally available to the public through no violation of this NDA; (b) was available to the Freelancer on a non-confidential basis prior to its disclosure to the Freelancer by the Client; (c) becomes available to the Freelancer on a non-confidential basis from a source other than the

Client,
provided that such source is not bound by a confidentiality agreement with the Client;
or (d) is
required to be disclosed to any court, regulatory authority, other governmental
authority or
pursuant to any requirement of law.

4. The Confidential Information shall at all times remain the property of the Client.
No patent

, license or other right is granted by this NDA or any disclosure of Confidential
Information here under. Upon termination of this NDA, or at any time upon the
Client's request, the Freelancer
will immediately return to the Client, or destroy at the Client's sole discretion, all
tangible
records and all copies within the Freelancer's possession, custody, or control
containing or reflecting
any portion of the Confidential Information.

5. Should the Freelancer use, publish or disclose any Confidential Information in an
unauthorized
manner, the Client shall be entitled to: (a) preliminary and permanent injunctive relief;
(b) all
costs and fees relating thereto (including reasonable attorneys' fees) and any and all
damages
resulting therefrom; and (c) any other relief afforded by applicable law.

6. For the avoidance of doubt, information sufficient to identify Client and Freelancer,
including name
and address, may be disclosed in the normal course of business, including to
transacting parties,
and may also be disclosed in the event of a dispute between Client and Freelancer.

7. The term of this NDA shall be three (3) years from the submission time in the
electronic form
below. Notwithstanding the foregoing, the restrictions set forth in paragraph two (2)
shall apply
until such time as Freelancer can establish that such Confidential Information is
known to the general
public, provided such knowledge by the general public is not due to Freelancer's acts
or omissions.

8. This NDA is governed by the laws of New South Wales, Australia. In any action
brought by
Client, arising out of, or to enforce, this NDA, Freelancer irrevocably and
unconditionally submits to
the jurisdiction of the courts of the jurisdiction selected by Client for such action.

9. Any term of this NDA which is wholly or partially void or unenforceable is severed
to the extent
that it is void or unenforceable. The validity or enforceability of the remainder of this
NDA shall
not be affected by such severance.

10. This NDA shall not be amended or modified, and none of the provisions shall be
waived, except
in writing signed on behalf of the parties or, in the case of a waiver, on behalf of the
party making

the waiver.

11. This NDA may be executed in two or more counterparts, each of which will be deemed an

original, but all of which taken together will constitute one and the same instrument.

This NDA

may be signed electronically and each electronic signature will be treated the same as a handwritten signature.

In witness hereof, and intending to be legally bound hereby, the undersigned parties have executed this NDA.

This Agreement relates to the confidentiality agreed upon for the project:

“AI/ChatGPT Tool” listed Project 2023/03/10

Agreed to by the Freelancer

Agreed to by the Job Owner

Henri Makinen

Alim Maasoglu

Henri Makinen