

# NON-DISCLOSURE AGREEMENT

*Here the DISCLOSER*

*Here the RECIPIENT*

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**Mr. Aksel Allouch**

**Principal – AKSELSOFT**

**Whereas** Discloser may (but is not obligated to), from time to time, disclose Confidential Information (as such term is defined hereunder) to Recipient, or Recipient may learn such information, pertaining to Discloser's activities, whether financial, technological or other for the sole purpose of evaluating and exploring business cooperation between the parties here to ("**Purpose**"); and

**Whereas**, Discloser would be irreparably damaged if Recipient were to disclose Confidential Information or use it not solely for the Purpose, and such damage would be of a nature that is difficult or impossible to quantify; and

**Whereas** Discloser would like to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of such Confidential Information,

**Now therefore** in consideration of the premises and the mutual covenants herein contained, it is hereby undertaken by Recipient as follows:

## **1. Confidential Information**

Recipient agrees that any and all information which is now or in the future disclosed by Discloser and/or its affiliates, subsidiaries and its or their respective employees, officers, agents and/or professional advisers, to Recipient, or learned by Recipient, whether oral, visual or in writing graphic, machine-readable form, or in any other form, including by way of illustration but not limitation, data, technology, APK (Android Application Package File), SDK (Software Development Kit), know-how, inventions, discoveries, designs, processes, formulations, models, algorithms, software programs, interfaces, engineering, hardware configuration information, documents, specifications, information concerning research and development work, and/or trade and business secrets, information which relates to current, planned or proposed products, marketing and

business plans, forecasts, projections and analyses, financial information, and customer information, the terms and conditions of this Agreement, will be considered and referred to collectively in this Agreement as "**Confidential Information**".

Notwithstanding, Confidential Information, shall not include information and/or materials that Recipient can demonstrate and prove to Discloser, in writing, prior to disclosure, that such information and/or materials: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Recipient; (ii) in Recipient's possession prior to disclosure of the Confidential Information by Discloser to Recipient (other than through previous disclosure by Discloser) as shown by the Recipient's files and records and was not acquired directly or indirectly through

## NON-DISCLOSURE AGREEMENT

breach of obligations of confidentiality; (iii) Recipient can demonstrate in its records to have rightfully obtained from a third party, who has the right to transfer or disclose it, without default or breach of an obligation of confidentiality or nondisclosure.

### **Non-disclosure and Non-use of Confidential Information.**

(i) the Recipient agrees to accept and use Confidential Information solely to carry out the purpose; 3.  
(ii) the Recipient will not disclose, publish, or disseminate Confidential Information to a third party other than those of its employees on a strictly need to know basis, and further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information and ensure that such Recipient's employees fully perform the duties and obligations hereunder, and the Recipient shall remain liable at all times for any acts and/or omissions of its employees with respect to the Discloser's Confidential Information; (iii) The Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the Discloser in each instance; (iv) Recipient 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 reasonable care; (v) Recipient shall not reverse engineer, disassemble, use similar processes and functions to develop, competing programs or to maintain, interoperability between programs, or decompile any prototypes, software or other tangible objects which embody the Confidential Information. 4. 5.

### **2. NDA Confidentiality**

Further, the Recipient 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 authorized

Representative of the Discloser. Recipient shall reproduce Discloser's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

### **3. Unauthorized Disclosure**

Recipient shall immediately notify in writing Discloser in the event of any unauthorized use or disclosure of the Confidential Information.

### **4. Disclosure pursuant to Court Order.**

Recipient may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall promptly notify the Discloser of such court order or requirement and assist it in seeking a protective order or otherwise prevent or restrict such disclosure. The Discloser may in its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In any such event Recipient's disclosure shall be limited solely to the required information and Recipient shall notify the Discloser of such information of the confidential nature thereof.

### **5. Discussion Confidentiality**

Recipient will not disclose to any person (other than its Representatives) the fact that discussions or negotiations are taking place concerning the Purpose or any of the terms, conditions or other facts with respect to any such Purpose, including the status thereof or the identity of the Discloser thereto.

## NON-DISCLOSURE AGREEMENT

### 6. No License or Joint Venture

All Confidential Information, and any derivatives thereof are and shall remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby to have been granted to Recipient, now or in the future. Any intellectual property rights in or to the Confidential Information are and shall remain owned solely by Discloser and/or its licensors. Recipient acknowledges and agrees that any information, know-how, inventions, concepts, ideas, disclosures, improvements or results that may be made, conceived or achieved by Recipient or any of its employees or agents relating to the

Confidential Information, is Discloser's exclusive property and Recipient or its employees and agents shall have no title thereto. Further, this Agreement is not a joint venture or other such business arrangement; and any agreement, if at all, between the parties hereto will be set forth in subsequent written agreements, at the absolute discretion of the parties hereto. For avoidance of doubt, it is hereby clarified that disclosure of Confidential Information shall be at the sole discretion of the Discloser.

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### 7. Third Party's Rights

An affiliate or customer of the Discloser may disclose Confidential Information to the Recipient in which case it shall be construed as disclosure by the Discloser and the affiliate and/or customer may enforce the provisions of this Agreement against the Recipient as if the affiliate was the disclosing party.

### 8. No Warranty

THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY DISCLOSER "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. RECIPIENT AGREES THAT DISCLOSER SHALL HAVE NO LIABILITIES TO RECIPIENT RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION SUPPLIED BY DISCLOSER. DISCLOSER SHALL NOT BE LIABLE TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT AND/OR SPECIAL DAMAGES FOR ANY CLAIMS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS UNDERTAKING, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS, OR SHOULD HAVE BEEN, KNOWN.

### 9. Return of Confidential Information

Upon expiration or termination of this Agreement, or upon request of Discloser, Recipient shall forthwith

(i) return to Discloser 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, if such Confidential Information is stored in electronic form, it is to be immediately deleted; and

(ii) provide a certification, in writing, that Recipient has complied with all of the terms of this Agreement, that it

## **NON-DISCLOSURE AGREEMENT**

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.

### **10. Equitable Relief**

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Discloser that may be difficult to ascertain. Accordingly, Recipient agrees that Discloser, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any applicable jurisdiction, to enforce 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.

### **11. Entire Agreement and Governing Law**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement shall be governed and construed solely in accordance with the laws of the United States of America without giving effect to

conflicts of law principles thereof. The United States of America shall have jurisdiction in any conflict or dispute arising out of this Agreement, except for the right of the Discloser, at its sole discretion to apply to any court of a competent jurisdiction, no matter where such court is located, for a temporary restraining order, preliminary injunction, or other equitable relief, including without limitation to prevent irreparable harm, as set forth in Section 9 to this Agreement.

### **12. Term**

The obligations of confidentiality set forth in this Agreement shall bind the Recipient for a period of three years from the date of expiration or termination of this Agreement, and such obligations shall survive the termination or earlier expiration of this Agreement. In the event that a final definitive agreement regarding to the Purpose is entered into between the Parties, this Agreement shall terminate, and shall be superseded by such definitive agreement.

### **13. Enforcement**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **14. Assignment**

This Agreement shall not be assignable by Recipient without the written consent of Discloser, and any purported assignment not permitted hereunder shall be construed null and void. Discloser may assign this Agreement at its discretion.

**NON-DISCLOSURE AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Discloser:**

Aksel Allouch  
Principal – AKSELSTOFT

Signature & Date:

**Recipient:**

Signature & Date