

# Critical Software Product Development Non-Disclosure Agreement

**Created by:**

Alper Ülkü

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**Prepared for:**

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Strategy Quant

THIS Non-Disclosure Agreement (the "Agreement"), is made and entered into this 2024-02-01 by and between: and Strategy Quant (at times Disclosing Party and Recipient shall be individually referred to as a "Party" and collectively as the "Parties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient and the Disclosing Party hereby agree as follows:

## **1. Purpose.**

The Recipient recognizes that the Disclosing Party has certain proprietary, confidential, and trade secret information (the "Confidential Materials") as defined below relating to the business of the Disclosing Party and wishes to receive certain proprietary, confidential and trade secret information in connection with;

**co-development, execution, release, code share, marketing and international sales activities for online trading algorithms and associated software in various programming languages,**

(the "Business Purpose"), and the Disclosing Party desires that all such information shall be kept confidential by Recipient. In consideration of the disclosure by the Disclosing Party the Confidential Materials the Recipient agrees to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

## **2. Confidential Materials.**

As used herein, the term "Confidential Materials" means and includes any and all information or materials whether oral, written or in any other form relating to the Disclosing Party or the Business Purposes furnished to Recipient, or discovered by Recipient through provided access, including any and all information provided to Recipient or to any of Recipient's directors, officers, employees, agents, or representatives (including financial advisors, consultants, and legal counsel), and all analysis, compilations, studies, or other documents or records prepared by or on behalf of Recipient which contain or otherwise reflect or are generated from such materials in connection with the Disclosing Party or the Business Purpose. Confidential Materials may include "Trade Secrets" as defined by the State Law of Delaware as well as other confidential and proprietary information that is of value to the Disclosing party, including but not limited to: customer lists, vendors/suppliers lists, business or strategic plans, financial projections, future marketing campaigns, training guides, existing or proposed bids, costs etc.

### **3. Exceptions to confidentiality.**

The term "Confidential Materials" shall not include information which is (a) already known by the Recipient without an obligation of confidentiality other than this Agreement, (b) publicly known or which becomes publicly known through no unauthorized act of the Recipient, (c) rightfully received by Recipient from a third party who is not subject to any confidentiality or fiduciary obligations with respect to such information, or (d) was requested by and is required to be disclosed pursuant to a court order, a rule or a regulation of a governmental agency or a law of the United States of America or another country, or any governmental or political subdivision thereof, so long as Recipient provides the Disclosing Party with sufficient prior notice of such requirement so as to allow the Disclosing Party an opportunity to oppose such disclosure.

### **4. Confidential Treatment, and Non-Use, of Confidential Materials.**

Recipient agrees that, during the term of this Agreement, without the prior written consent of the Disclosing Party, Recipient will not, directly or indirectly, for its own benefit or the benefit of another, disclose or reveal to any other person, firm, venture, corporation or other business entity, or make, directly or indirectly, any commercial or other use of any of the Confidential Materials either during the course of its activities in connection with the Business Purpose or at anytime thereafter.

Recipient agrees to refrain from trading on (or otherwise using) the Confidential Materials for personal gain. Recipient agrees to use all such information solely for the purpose of evaluating the Business Purpose, and the possible transactions contemplated thereby, and to take all action necessary or appropriate to ensure that none of Recipient's employees, officers, directors, partners, owners, or agents of Recipient disclose, reveal, or use any Confidential Materials in any manner whatsoever except on behalf of Recipient and at its direction and under its control in the course of its review as expressly authorized hereunder, and subject to strict compliance with each of the limitations and other provisions hereof.

Recipient will disclose Confidential Materials only to those high-level employees or agents directly engaged in evaluating or carrying out the Business Purpose, and the possible transactions contemplated thereby, who agree to be bound by the terms of this Agreement, and Recipient will disclose to such persons only such information as is required for them to accomplish their respective assigned task(s) with respect to each such evaluation.

### **5. Return of Confidential Materials.**

(a) Except as Provided in Section 5(b), upon the earlier of (i) the completion of the Business Purpose, (ii) written request of the Disclosing Party or (iii) the expiration of the term of this Agreement, Recipient shall return all copies of such Confidential Materials and all derivatives thereof to the Disclosing Party or shall

cause to be destroyed all copies of such Confidential Materials and all derivatives, and certify in writing to the Disclosing Party that such Confidential Materials and derivatives have been destroyed.

Recipient may return Confidential Materials, or any part thereof, to the Disclosing Party at any time. (b) Recipient shall be permitted to keep copies of Confidential Materials to the extent that (i) recipient document retention procedures, applicable accounting or tax professional standards or applicable law require retention thereof or (ii) such copies are electronic archival copies made as part of an automatic backup or disaster recovery process.

## **6. No Further Rights; No Warranties; No Third Party Beneficiary.**

Nothing contained in this Agreement shall (i) be construed as granting or conferring any rights by license or otherwise in or to the Confidential Materials except for the use of such Confidential Materials as expressly provided herein, or (ii) grant to Recipient or any other person any right, or be construed as offering to Recipient or any other person any right, in or to the Business Purpose or any investment therein.

The Disclosing Party, or their respective directors, officers, employees, agents, or representatives make no representation or warranty as to the accuracy or completeness of any Confidential Materials, except as may be set forth in the future in any definitive written acquisition, investment or other agreement relating to the Business Purpose. This Agreement is not intended, nor shall it be construed, to create any right in or upon any person or entity not a party to this Agreement.

## **7. No Exclusive Discussions; Non-Circumvention.**

The Parties acknowledge and agree that the provision by the Disclosing Party of Confidential Materials and/or any discussions held in connection with the Business Purpose shall not prevent the Disclosing Party from providing Confidential Materials to, and exploring Business Purpose opportunities with, third parties.

Further, Recipient acknowledges that the Disclosing Party has a unique and valuable asset in its relationships with its customers and vendors, and that the Disclosing Party would be damaged if Recipient attempted to usurp or circumvent the Business Purpose by any means or with any information whatsoever, whether gained through meetings, discussions or correspondence with representatives of the Disclosing Party, its customers and vendors, or otherwise; and agrees (i) not to have discussions regarding, or to take any action in respect of, the Business Purpose with any third party which would circumvent or impair the Disclosing Party's ability to pursue the Business Purpose, and (ii) not to use, resource or leverage for Recipient's benefit or for the benefit of others in connection with the Business Purpose, either directly or indirectly.

## **8. Expenses.**

Each Party is responsible for its own costs and expenses concerning or arising from this Agreement, including expenses or losses by the Parties stemming from preparation, or as a result of this Agreement, whether incurred or future one.

## **9. Enforcement.**

Recipient acknowledges that the Disclosing Party would suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such an event, the Disclosing Party will be entitled to seek preliminary and final injunctive relief, as well as any other applicable remedies at law, including reimbursement of any and all legal costs that it may have expended in connection with such breaches, against Recipient if it breaches this Agreement.

Recipient shall indemnify and hold the Disclosing Party, and their respective shareholders, directors, officers, employees, agents, and representatives ( the “Indemnified Parties”), harmless from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, attorneys’ fees and expenses, asserted against or incurred by any of the Indemnified Parties arising or resulting from any breach of the provisions of this Agreement by Recipient or the unauthorized disclosure or use by Recipient’s directors, officers, employees, agents, or representatives of any of the Confidential Materials.

## **10. Media Releases.**

All media releases and public announcements or disclosures by either party hereto which relate to this Agreement, its subject matter or the Business Purpose shall be coordinated with and approved by the other party in writing prior to the release thereof.

## **11. Term.**

The term of this Agreement shall commence on the date hereof and end on the 1.02.2034 anniversary of the last date that Recipient receives Confidential Materials from the Disclosing Party, provided that any obligations of the confidentiality in regards to the Trade Secrets shall survive the agreement for the length of its economic usefulness.

## **12. Miscellaneous.**

(a) Any notices required by this Agreement shall be given in hand and receipted, or sent by express courier service, delivery receipt required, to the applicable address set forth below. Either party may from time to time specify as its address for purposes of the Agreement any other address upon the giving of ten days written notice thereof to the other party:

In the case of Disclosing Party:

3243 cad. Yasamkent mah. Ankara Turkiye 06810

e-mail: alperulku1970@gmail.com

Attn: Alper ÜLKÜ

In the case of the Recipient:

Revolucna 46 Bratislava Slovakia 821 04

e-mail: hudec@strategyquant.com

Attn:Ivan Hudec

(b) The Parties agree that this Agreement (i) is the complete and exclusive statement between the parties with respect to the subject matter hereof, except to the extent that this Agreement makes reference to other agreements (ii) supersedes all related discussions and other communications between the parties related to the subject matter hereof, (iii) only be modified in writing by the authorized representatives of the parties, (iv) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions or your actual state or country of residence, and (v) any claims, legal proceeding or litigation arising out of this Agreement should be brought solely in the Delaware Court of Chancery, and you consent to the jurisdiction of such court.



(c) The undersigned officers, representatives or partners of the Parties represent and warrant that they have full power and authority to execute and deliver this Agreement on behalf of their respective entities, and that this Agreement is valid and enforceable in accordance with its terms.

(d) A waiver by any party hereto of any particular breach of default in connection with any provision of this Agreement shall not be deemed as a waiver of any subsequent default or breach of that same or any other provision of this Agreement.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

IN WITNESS WHEREOF, Recipient and the Disclosing Party have each caused this Agreement to be signed and delivered all as of the date first above set forth.

Alper Ülkü Markov Markowitz Coders in Finance

Ivan Hudec Strategy Quant



02 / 01 / 2024

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