

Non Disclosure & Assignment Agreement

This non-disclosure and assignment agreement (the "NDA") has today been concluded between

Monsido ApS
CVR no.: 33 86 23 77
Borupvang 3 DK-2750 Ballerup
("Monsido")

and

Cherry Innovations LLC,
309 Coffeen Avenue STE 1200 Sheridan, WY 82801
USA

(Monsido and the Consultant collectively referred to as the "Parties" and individually as a "Party")

1. BACKGROUND AND PURPOSE

- 1.1. In connection with the Consultant providing consultancy services to Monsido (the "Services"), Monsido has or will disclose to the Consultant information concerning Monsido's business and has or will commission deliverables from Consultant
- 1.2. The purpose of this NDA is to set forth the terms on which Monsido has or will disclose confidential information to the Consultant in order for the Consultant to deliver the Services and the ownership of any rights in deliverables.

2. CONFIDENTIAL INFORMATION

- 2.1. For the purpose of this NDA confidential information ("Confidential Information") means:
 - 2.1.1. All information regarding Monsido (whether written, oral, electronic or in any other form) supplied to the Consultant (or representatives of the Consultant) at any time and in connection with the Services, including but not limited to commercial information, know-how, source code

information, development information and other information relating to Monsido's business.

3. USE OF CONFIDENTIAL INFORMATION

- 3.1. The Consultant undertakes to use the Confidential Information solely for the purpose of providing the Services to Monsido, and thus the Consultant undertakes to ensure that the Confidential Information has and will not be used by the Consultant for any other purpose whatsoever, including, without limitation, to the competitive disadvantage of Monsido. Furthermore, the Consultant undertakes to ensure that the Confidential Information has and will be kept strictly confidential by the Consultant at all times.
- 3.2. The Consultant undertakes to ensure that only Mikhail Muzhikov (the "Authorised Recipients") has and will have access to the Confidential Information, and consequently, none of the Consultant's directors, officers, employees, partners, suppliers, advisors etc. shall be authorized to access the Confidential Information.
- 3.3. The Consultant shall inform the Authorised Recipients of the confidential nature of the Confidential Information and all other terms of this NDA. The Consultant shall procure that the Authorised Recipients act in accordance with the terms of this NDA as if they were parties hereto themselves. The Consultant agrees to be liable to Monsido for any violation of this NDA by any Authorised Recipient.

4. EXEMPTIONS

- 4.1. The obligation to maintain the confidentiality of the Confidential Information does not extend to or apply to Confidential Information (i) which at the time of disclosure to the Consultant is in the public domain or (ii) which, after such disclosure, becomes in the public domain otherwise than through a breach of an obligation of confidentiality.

5. TERM

- 5.1. The obligation to maintain confidentiality of the Confidential Information shall continue until such time and to such extent as the Confidential Information comes

within the public domain, otherwise than through a breach of an obligation of confidentiality.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1. Upon written request of Monsido, the Consultant shall promptly (at Monsido's sole discretion) either return to the Monsido or destroy all Confidential Information, including all copies hereof in the Consultant's possession and any extracts or other reproductions of the Confidential Information, without retaining any copy thereof.

7. CONTACT

- 7.1. The Consultant agrees and confirms not to contact any employees, agents, customers or suppliers of Monsido (or Monsido's subsidiaries) without the express prior written consent from Monsido's CEO.

8. ASSIGNMENT & WORKS FOR HIRE

- 8.1. To the extent the Services have resulted or so shall result in any deliverable to Monsido, Consultant grants all intellectual property rights in the same to Monsido. For the avoidance of doubt, intellectual property rights include patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. The above shall include a waiver of any moral rights by Consultant in any deliverable.

9. BREACH AND LIABILITY

- 9.1. In the event that the Consultant breaches its obligation set forth in this NDA, the Consultant shall pay DKK 250,000 in liquidated damages (in Danish: konventionalbod) to Monsido for each such breach. Payment of liquidated damages shall not terminate any of the obligations set forth in this NDA.

- 9.2. Further to the obligation to pay liquidated damages, the Consultant shall be obligated to indemnify and hold Monsido harmless from and against any and all claims, demands, suits, losses, costs, expenses of whatever nature, obligations, liabilities, and damages (including attorneys' fees incurred by Monsido in connection therewith) incurred or suffered by Monsido or its subsidiaries, arising directly or indirectly from or in connection with any breach by the Consultant or any Authorised Recipient of the obligations set forth in this NDA.
- 9.3. The Consultant acknowledges and agrees that Monsido may suffer irreparable harm and damage as a result of a breach of this NDA by the Consultant or any Authorised Recipient, and that liquidated damages and a remedy at law will not be adequate to compensate Monsido for such harm and damage. Monsido shall therefore be entitled to seek equitable relief, including injunctive relief without the placing of security, in the event of any breach or threatened breach of the provisions of this NDA, in addition to all other remedies available according to applicable law.
- 9.4. The Consultant shall promptly after becoming aware thereof notify Monsido of any breach of this NDA whether committed by the Consultant or any Authorised Recipient

10. NON-WAIVER

- 10.1. Disclosure of Confidential Information shall not imply any transfer or assignment of Monsido's rights, including intellectual property right.
- 10.2. No failure or delay in exercising any right, power or privilege under this NDA will operate as a waiver of such right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege hereunder.

11. OTHER PROVISIONS

- 11.1. This NDA comprises the full and complete agreement of the parties hereto with respect to the disclosure of the Confidential Information and rights in deliverables and supersedes and cancels all prior communications, understandings and agreements between the Parties relating to the Confidential Information or deliverables, whether written or oral, express or implied.
- 11.2. Neither of the Parties may assign, transfer, nor delegate any of its rights

hereunder (including, without limitation, interests or claims relating to this NDA) without the prior written consent of the other party.

- 11.3. If any obligation arising out of this NDA shall be held unenforceable or illegal in whole or in part for whatever reason, the enforceability of the rest of the obligations under this NDA shall be unaffected.

12. GOVERNING LAW AND ARBITRATION

- 12.1. This NDA and any dispute or claim arising out of or in connection herewith shall be governed by and construed in accordance with the Danish law (excluding its provisions on conflict of laws) and shall be finally settled in accordance with the Rules of Arbitration Procedure of Danish Arbitration. The place of arbitration shall be Copenhagen, Denmark. The arbitral tribunal shall consist of three arbitrators, each Party appointing one and the two party appointed arbitrators appointing the chairman. In case the arbitrators do not agree on the chairman the chairman shall be appointed by the Danish Arbitration. The proceedings and the award(s) shall be kept confidential. This clause 12 shall not restrict Monsido from seeking injunctive relief before the ordinary courts in any given jurisdiction.

Place: Ballerup
Date: April 8th 2021

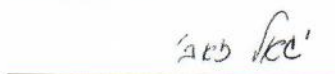
Place:
Date: April 8th 2021

On behalf of Monsido ApS:



Name: Thomas Christensen

On behalf of:



Name: Igal Zeevi