

This non-disclosure agreement (NDA) is dated at the submission time on the electronic form below and is made between users on the website: (EF), or one of its affiliates. For the purposes of enabling the provider of products and/or services via such website, as named below (Seller), to provide professional products and/or services to the customer via such website, as named below (Buyer), in respect to the particular project contacted upon (as listed in the messages on EF) for hourly/fixed price, project specific, contract (Custom Project) or the pre-packaged product(s)/service(s) for a fixed price, and delivered within fixed timeframe (Offer). The Buyer is to provide the Seller with written and oral information subject to the terms of this agreement (Purpose).

**1. DISCLOSURE**

**1.1** In this agreement, Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by the Buyer to the Seller.

**1.2** In consideration of the Buyer agreeing to disclose Confidential Information to the Seller, the Seller undertakes to the Buyer that it shall: (a) keep the Confidential Information secret and confidential; (b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and (c) only make disclosure of the Confidential Information in accordance with paragraph 1.3 and paragraph 1.4. Any other disclosure can only be made with the Buyer's prior written consent.

**1.3** The Seller may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that: (a) the Seller procures that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this agreement as if they were the Seller; and (b) procures that any such person to whom disclosure is made enters into a confidentiality agreement with the Seller on terms equivalent to those contained in this agreement.

**1.4** The Seller may disclose the Confidential Information to the minimum extent required by: (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction; (b) the rules of any listing authority or stock exchange on which the Seller's shares are listed; or (c) the laws or regulations of any country to which the Seller's affairs are subject.

**2. LIMITATIONS ON OBLIGATIONS** The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Seller can show to the Buyer's reasonable satisfaction:

**2.1** that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Seller in breach of this agreement; or

**2.2** was already lawfully known to the Seller before it was disclosed by the Buyer; or

**2.3** has been received by the Seller from a third party source that is not connected with the Buyer and that such source was not under any obligation of confidence in respect of that information.

**3. RETURN OF THE CONFIDENTIAL INFORMATION** If requested by the Buyer at any time, the Seller shall immediately return to the Buyer all documents and other records of the Confidential Information or any of it in any form that have been supplied to or generated by the Seller and is held or stored by the Buyer. If the Confidential Information is stored in electronic form, the Seller shall permanently erase all such Confidential Information from its full possession. Possession can be found on computer(s), networks, cloud, communications systems, devices, or any other storage method used to retain that information. The Buyer may request the Seller to certify in writing that it has complied with any of the obligations in paragraph 3.

**4. TERM AND TERMINATION** Notwithstanding the termination of the Purpose, the obligations of the Seller shall continue for a period of five years from the termination of this agreement. The termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

**5. ACKNOWLEDGEMENT AND INADEQUACY OF DAMAGES** The Seller acknowledges and agrees that:

**5.1** the Confidential Information may not be accurate or complete and the Buyer makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and

**5.2** damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Seller. Accordingly, the Buyer shall be entitled to the remedies of injunction, specific to the situation, or other equitable relief for any threatened or actual breach of the terms of this agreement.

**6. GOVERNING LAW AND JURISDICTION** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the United States of America (USA), in the state of Nevada. Each party irrevocably agrees that the courts of the USA shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. This non-disclosure agreement relates to the exchange of information in connection with the messages between the parties.

