

Confidentiality Agreement

THIS AGREEMENT is made on 09.11.2020. BETWEEN:

The **"Company"**:

S.C. Coder Consulting International S.R.L.

Loc. Mosnita Vesche, str Salciei, nr 13, apt. 1, room 3
jud Timis, Romania.

Director: Maximilian Franz Peter Garmatsch

AND

The **"Freelancer"**:

Safei Ashraf;

12 Sayed Hussein St, 5524621 Alexandria, Egypt;

safei.ashraf@gmail.com;

+201278636403;

Passport number: A19646275.

Proprietary Information and Confidentiality

Freelancer is aware that in the course of her/his engagement with the Company and/or in connection therewith, Freelancer may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, its affiliates, customers and suppliers, and including information received by the Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Freelancer.

Freelancer agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of the Company and its affiliates and their assigns. During the Freelance Period and upon its expiration thereafter, Freelancer shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of the Company, except and to the extent as may be necessary in the ordinary course of performing Freelancer's duties pertaining to the Company and except and to the extent following, possible written notice from the Freelancer to the Company as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity.

Without derogating from the generality of the foregoing, the Freelancer agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of Company, except as may be necessary in the performance of her/his duties pertaining to the Company; (b) to exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality; (c) upon a request by the Company to do so, the Freelancer shall immediately deliver to the Company or destroy all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to the Freelancer, prepared thereby and/or came to her/his possession in any manner whatsoever, during and in the course of her/his engagement with the Company, and shall not retain and/or make copies thereof in whatever form.

Freelancer acknowledges that any breach of her/his obligations pursuant to this Section would cause the Company substantial damage for which the Company shall hold them liable. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect for a period of two (2) years thereafter.

Inventions and Work Product

Freelancer agrees to promptly and from time to time fully inform and disclose to the Company all inventions, work product, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which Freelancer shall have created, developed or altered during her/his engagement with the Company, and which result from and are related directly to the Services rendered by Freelancer to the Company, or which derive from any experimental work performed by the Company, whether conceived by Freelancer alone or with others (the "Inventions").

All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Company and Freelancer shall not be entitled, and hereby waives, now and/or in the future, any claim to any right, compensation and/or reward in connection therewith. In the event that by operation of law, any Invention shall be deemed property of or owned by (in whole or in part) the Freelancer, Freelancer hereby assigns and shall in the future take all the requisite steps (including by signing all appropriate documents) to assign to the Company and/or its designee any and all of her/his foregoing rights, titles and interests in such Inventions, on a worldwide basis, and hereby further acknowledges and shall in the future acknowledge the Company's full and exclusive ownership in all such Inventions.

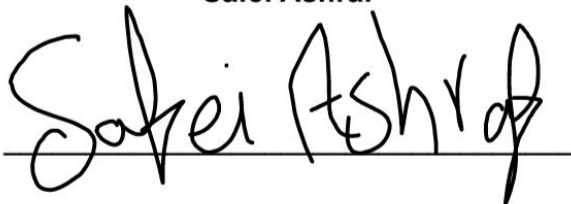
To the extent necessary, Freelancer shall, during her/his engagement with the Company or at any time thereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and/or its designee and/or to assist the Company to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret, copyright, and/or any other applicable legal protection, and to protect the same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection.

The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: 09.11.2020.

Freelancer
Safei Ashraf



S.C. Coder Consulting International S.R.L.
Director: Maximilian Franz Peter
Garmatsch

