

## UNILATERAL NONDISCLOSURE AGREEMENT

This Unilateral Nondisclosure Agreement (the "Agreement") is made and entered into as of March 7, 2022, (the "Effective Date") by and between **Gabriel Stanev**, Personal ID number **9907186283** personal ID card **647260861** issued on **29.08.2017** by the Ministry of Internal Affairs – **Sofia**, with address **Sofia, Lyulin 033, en "V" fl.5, app. 25**, ("Individual") and SoftServe Bulgaria Ltd., ("SoftServe"), UIC: 203002670, having seat and registered address at Sofia, Al. Stambolijski Blvd, 55, fl.3. The aforementioned parties shall be referred to throughout this Agreement individually as a "Party" or collectively as the "Parties."

**1. Purpose.** SoftServe discloses to Individual certain confidential and proprietary information that SoftServe desires Individual to treat as confidential.

**2. "Confidential Information"** means any information disclosed to Individual by SoftServe during the period the Individual is enrolled as a participant of the SoftServe internal Programme/Training course, either directly or indirectly in writing, orally, or by inspection of tangible objects (including, without limitation, list of clients, their details and contacts, information of past and existing projects, information on personnel of SoftServe and its contractors and subcontractors, their profiles, CVs and contacts, prices and pricing policy, end users interact – forms, reports, messages, help text, menu prompts, manuals and training materials, methodology overview, coding and other standards, case studies, document templates, employee contacts and curriculum vitae, business plans, customer data, designs, concepts, prototypes, documents, drawings, engineering information, financial analysis, infrastructure (hardware and network configurations), inventions, market information, marketing plans, processes /guidelines/metrics and baselines, IT procedures, security measures, products, pricing, payment, scheduling and estimation information, product plans, development tools, research, services, specifications, software, source code, trade secrets, SoftServe IPR products, user credentials for access to systems: user names, passwords, PIN codes, etc.), which if tangible, is designated or labeled as "Confidential", "Proprietary", or some similar designation or is explicitly stated as confidential. Confidential Information may also include information disclosed to Individual by a third party. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by SoftServe; (ii) becomes publicly known and made generally available after disclosure by SoftServe to Individual through no action or inaction of the Individual; (iii) is required by law to be disclosed by the Individual, provided that the Individual shall give SoftServe written notice of such requirement prior to disclosing so that SoftServe may seek a protective order or other appropriate relief.

**3. Non-disclosure and Non-Use.** The Individual agrees not to disclose any Confidential Information to third parties or to employees of such party, without permission of SoftServe. The Individual agrees not to use any Confidential Information for any purpose except to

participation in the SoftServe internal Programme/Training course. The Individual shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the SoftServe's Confidential Information and which are provided to the Individual hereunder unless explicit consent for such actions is received from SoftServe.

**4. Maintenance of Confidentiality.** The Individual agrees that all reasonable measures shall be taken by Individual to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Individual shall take at least those measures that the Individual takes to protect own most highly confidential information. In case an explicit consent is given by SoftServe under the preceding paragraph, the Individual shall have the persons, as the case may be, who have access to SoftServe's Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of SoftServe's Confidential Information to such persons. The Individual shall make no copies of SoftServe's Confidential Information unless the same are previously explicitly approved in writing by SoftServe. The Individual shall reproduce SoftServe'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.

**5. Ownership and No License.** All Information subject to intellectual property shall remain the sole property of SoftServe. Nothing in this Agreement is intended to grant any rights to Individual under any patent, copyright, trademark or other intellectual property right of SoftServe, nor shall this Agreement grant the Individual any rights in or to SoftServe's Confidential Information.

**6. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." SOFTSERVE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**7. Return of Materials.** All documents and other tangible objects containing or representing SoftServe's Confidential Information and all copies thereof which are in the possession of the Individual shall be promptly returned to SoftServe after completion of the SoftServe internal Programme/ Training course or destroyed upon SoftServe's request.

**8. Remedies.** The Individual agrees that obligations hereunder are necessary in order to protect SoftServe and SoftServe's business, and expressly agrees that monetary damages would be inadequate to compensate SoftServe for any breach by the Individual of any covenants and agreements set forth herein. Accordingly, the Individual agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to SoftServe and that, in addition to any other remedies that may be available, in law, in equity or otherwise, SoftServe shall be entitled to obtain injunctive relief against the threatened breach of this

Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting a bond.

9. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect throughout the duration of the SoftServe internal Programme/Training course and for a period of three (3) years after termination.

10. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the Bulgarian law. This document contains the entire agreement between the parties with respect to the subject

**Gabriel Yavorov Stanev**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except in writing signed by both Parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable the remainder of this agreement shall remain valid and enforceable as though such term was absent upon the date of its execution.

**SOFTSERVE BULGARIA LTD.**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
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(Date)