

Non-Disclosure Agreement

(hereinafter: Agreement)

effective date

07/12/2021

between

**Digital Salt Technologies Pvt
(Ramnord Lab, Jogeshwari West
Mumbai, 400102, India)**

and

**Dataverse Ltd
(131 Ethnikis Antistaseos st,
Thessaloniki, 55134 Greece)**

- hereinafter jointly referred to as "PARTIES" –

Digital Salt Technologies Pvt contacted Dataverse Ltd (VAT no EL998682224) in order to purchase a virtual space on www.artsteps.com SaaS digital web platform. For that purpose (hereinafter referred as the "Purpose of this Agreement"), the PARTIES intend to share certain information of a confidential nature ("Confidential Information"). The PARTIES therefore wish to enter into this Agreement to govern the confidentiality obligations between them as either being the Receiving - or Disclosing PARTY. Both parties agree that this agreement, besides the parties themselves, binds each party's shareholder, legal representatives, staff and associates.

NOW IT IS AGREED as follows:

Obligations of Confidentiality

1.1 Each PARTY may, in its absolute discretion, provide Confidential Information to the other PARTY. All Confidential Information which is disclosed by a PARTY to the other is to be protected hereby:

- a) if in writing or other tangible form, (i) when explicitly labelled as confidential at the time of delivery; or (ii) when the Receiving PARTY knows that the information is confidential or (iii) a reasonable person under the circumstances would know, or have reason to believe that the information is confidential; or
- b) if oral, (i) when identified as confidential or (ii) when the disclosed information relates to the business of the Disclosing PARTY or (iii) when the Receiving PARTY knows that the information is confidential or (iv) a reasonable person under the circumstances would know or have reasons to believe that the information is confidential.

1.2 The PARTIES agree that they will not distribute, disclose, or otherwise disseminate Confidential Information unless:

- a) in accordance with this Agreement;
- b) such Confidential Information is or becomes generally available to the public other than as a result of a breach of this Agreement, as evidenced by documents which are generally published;
- c) such Confidential Information was already in possession of the Receiving PARTY without restriction prior to any disclosure hereunder, as evidenced by prior existing records of the Receiving PARTY;
- d) such Confidential Information is or has been lawfully disclosed to the Receiving PARTY by a third party, not employed by or otherwise affiliated with the Disclosing PARTY who is free lawfully to disclose the same;
- e) such Confidential Information is independently developed by personnel having no access to the Confidential Information by the Receiving PARTY and no Confidential Information disclosed hereunder has been used directly or indirectly for such development as evidenced by the written records of the Receiving PARTY; or
- f) such Confidential Information is mandatory requested to be disclosed by any rule, court, law, state, agency, or political subdivision thereof having jurisdiction.

If only a portion of any Confidential Information falls under one or more of the preceding exceptions, the remaining Confidential Information shall continue to be subject to the prohibitions and restrictions as set out in this Agreement.

1.3 In consideration of it being provided with Confidential Information each of the PARTIES agrees:

- a) that Confidential Information received by a PARTY shall be used for no purpose other than for the Purpose of this Agreement;
- b) that contractors, agents, advisors and representatives may be given access to Confidential Information only on a need to know basis regarding the Purpose of the Agreement and after such contractors, agents, advisors and representatives have accepted obligations of confidentiality similar to those contained in this Agreement;
- c) to copy, reproduce or analyze, evaluate and/or test the Confidential Information only to the extent reasonably necessary in connection with the Purpose of this Agreement and to keep the Confidential Information under security conditions no less rigorous than those used for Confidential Information of the Receiving PARTY of equivalent sensitivity, and in any event taking reasonable precautions for its safe custody; and
- d) to return promptly all Confidential Information to the Disclosing PARTY as provided to in clause 2 hereof.

- 1.4 In addition, without the prior written consent of the other PARTY and unless otherwise agreed between the PARTIES, the PARTIES agree not to disclose to any third party the fact that discussions are taking place and any of the terms, conditions or other facts with respect to the Purpose of this Agreement except if that disclosure is expressly required in accordance with clause 1.2 (f) above. In such a case the PARTY who is required to disclose this information must have informed the other PARTY as soon as it is aware that such disclosure is required, notified the other PARTY of the disclosure which is proposed to be made and given to this PARTY this opportunity to comment regarding the necessity or the form of such disclosure.
- 1.5 PARTIES shall have the right to make the Confidential Information available on a need-to-know basis to related companies within the International Accounting Standards as be applicable by the national law in every country.

Return of Confidential Information

Upon termination of this Agreement or sooner upon Disclosing PARTY's written request, the Receiving PARTY shall immediately undertake to return, to destroy or to extinguish any written or otherwise recorded information received from the other PARTY, including any copies made, to the other PARTY, if not stipulated otherwise by law. The PARTY requesting that all written information be returned, destroyed, or extinguished must be issued with confirmation that all such information has been returned, destroyed, or extinguished.

The PARTIES acknowledge, however, that Confidential Information provided in electronic format (e.g. e-mail) may be copied by the Receiving PARTY as part of its back-up procedures and if such copies cannot be destroyed or returned to the Disclosing PARTY, each PARTY agrees that it shall not access or utilize such copies following receipt of a request to return, destroy or extinguish Confidential Information received from the Disclosing PARTY.

No Representations or Responsibilities

- 3.1 The Confidential Information is provided in good faith but without any representations or warranty, whatever that it is accurate, complete, fit or sufficient for any use of the results based on the Confidential Information or that it will not infringe on proprietary rights of third parties. The Disclosing PARTY cannot be held liable for any direct, indirect, special, incidental and/or consequential damages such as, but not limited to, the loss of profit whether arising in tort (including negligence), contract or otherwise, that stem from any use of the Confidential Information, to the extent permitted by mandatory law. For the avoidance of doubt, both PARTIES nevertheless agree to use reasonable endeavors to provide the other PARTY with accurate and complete information.
- 3.2. It is understood that this Agreement is not intended to and does not obligate either PARTY to enter into further agreements or to proceed with any possible relationship or other transaction.

Miscellaneous

- 4.1. The PARTIES shall procure the observance of this Agreement by their respective advisors, contractors, agents, and representatives as if such advisors, contractors, agents, and representatives were PARTIES to this Agreement.
- 4.2. This Agreement shall become effective upon its signing by both Parties and shall have a term of one (1) year.
- 4.3. If a contract is entered into by the PARTIES in respect of the Purpose of the Agreement, this Agreement shall be deemed incorporated into such contract, applying then the terms of this mentioned contract, unless this contract explicitly provides otherwise with specific reference to this Agreement. In any such case, each PARTY shall use the Confidential Information only to the extent necessary for the performance of the contract.
- 4.4. Nothing contained in this Agreement shall be construed as granting or conferring rights by transfer of property, license or otherwise in any Confidential Information. All rights in the Confidential Information are reserved by the Disclosing PARTY and shall remain its property (including copies made by the Receiving PARTY) and no rights or obligations other than those expressed herein are granted or to be implied from this Agreement.
- 4.5. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The relevant provision shall then be replaced by a valid arrangement which comes as close as possible to the relevant provision. The same shall apply in the event of any gap in this Agreement.
- 4.6. No failure on the part of a PARTY to exercise, and no delay of such PARTY in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by a PARTY preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any PARTY to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other or condition hereof.
- 4.7. The PARTIES agree to perform their respective undertakings hereunder without any charge or expenses to each other.
- 4.8. No amendment to the terms and conditions of this Agreement shall be valid unless made in writing and signed by authorized representatives of each PARTY. This Agreement may not be assigned without the prior written consent of the other PARTY.
- 4.9. The PARTIES will not, directly or indirectly, separately contract with or hire the other PARTY personnel, working on Virtual Reality or Augmented Reality projects within the PARTY during this Agreement and one (1) year after its termination, without the consent of the other PARTY. Furthermore, for the duration of this agreement and for one (1) year after its termination, no party shall be allowed to directly or indirectly solicit work that may be regarded as competing in nature from the other PARTY's customers, without the consent of the other PARTY.

4.10. The present Agreement is construed in accordance with the Laws of Greece the place of jurisdiction shall be in Athens. If the English or American legal meaning differs from the Greek legal meaning of this Agreement and its terms, the Greek legal meaning shall prevail.

Dataverse Ltd	Digital Salt Technologies Pvt Ltd.
Thessaloniki, 7/12/2021	Mumbai, 7/12/2021
Christos Papaterpos, Managing Partner, Legal Representative	Irfan Khan, Co-founder