

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Merkushev Michail, registered in 231201, Belarus, Astravets, St. Kazimir Svayak, build. 4, apt. 26 (the "Receiving Party", the "Recipient ") and Idealogic, LLC, registered in OÜ, business ID 14895199 address Harju maakond, Tallinn, Lasnamäe linnaosa, Valukoja tn 8/1-110, 11415 (the "Disclosing Party", the "Discloser").

1. Definitions

For the purposes of this Agreement, the Party which discloses Confidential Information within the terms established hereunder to the other Party shall be regarded as the "Disclosing Party" or "Discloser". Likewise, the Party which receives the disclosed Confidential Information shall be regarded as the "Receiving Party" or "Recipient".

"Agreement " means this agreement, and any amendments to this agreement from time to time;

"Confidential Information" means:

- (a) any data or information that is proprietary to or possessed by the Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to,
- (b) any information disclosed by the Discloser to the Recipient in documentary form (including electronic documents),
- (c) patents and patent applications, and any divisional, continuation, continuation in part, reissue, renewal, or re-examination patent issuing therefrom (including any foreign counterparts),
- (d) copyrights and registrations thereof, (computer software, including any and all software implementations of algorithms, models, and methodologies, whether in source code or object code
- (e) databases and compilations, including any and all data and collections of data, whether machine-readable or otherwise,
- (f) trade secrets and other confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, technology, proprietary processes, techniques, methodologies, formulae, algorithms, models, user interfaces, research, and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, inventions, source code, object code, and, with respect to all of the foregoing, related confidential documentation,
- (g) other proprietary rights relating to any of the foregoing.

"Effective Date" means the date of execution of this Agreement;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

'Purpose of Disclosure' shall be to form a further business relationship between the parties based on the confidential information disclosed by the Discloser.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force for 3 years from the Effective date of this Agreement.

3. Confidentiality obligations

3.1 All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information after the end of cooperation. The Parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

Exclusions: This agreement does not apply to any information which:

- (a) was in the Recipient's possession or was known to the Recipient, without an obligation to keep it confidential, before such information was disclosed to the Recipient by the Discloser;
- (b) is or becomes public knowledge through a source other than the Recipient, and through no fault of the Recipient;
- (c) is independently developed by or for the Recipient;
- (d) is or becomes lawfully available to the Recipient from a source other than the Discloser; or
- (e) is disclosed by the Recipient with the Discloser's prior written approval.

3.2 The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose of Disclosure, without first obtaining the written agreement of the other party.

3.3 The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party (except to its employees/representatives/professional advisers) who need to know the same for the Purpose of Disclosure, who know they owe a duty of confidence to the other party and who are bound by equivalent obligations. Hence the Receiving Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel, representatives, or professional advisers.

4. Warranties

The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

5. Competition

The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either Party from providing products or services to others who compete with the other Party; as long as those results have not become a breach of this Agreement.

6. Subsequent Agreements

All amendments, additions, and ancillary agreements herein must be made in writing and must be signed by both parties.

7. Injunctive Relief

The Recipient recognizes and acknowledges that any breach or threatened breach of this Agreement by the Recipient may cause the Discloser irreparable harm for which monetary damages may be inadequate. Recipient agrees, therefore, that the Discloser shall be entitled to an injunction to restrain the Recipient from such breach or threatened breach. Nothing in this agreement shall be construed as preventing the Discloser from pursuing any remedy at law or in equity for any breach or threatened breach of this agreement.

8. Applicable Law and Jurisdiction

As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

This Agreement is governed by English law. Any dispute shall be finally settled by arbitration in accordance with the Rules of the London Court of International Arbitration (the LCIA). The arbitration proceedings shall be conducted in London and the language of the proceedings shall be English. A dispute shall be resolved by a sole or three arbitrators.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year written below.

By:

Name:

Address:



Done on

By: CEO

Name: Oleksandr Saiko

Address: Lasnamäe linnaosa, Valukoja tn 8/1-110
Tallinn, Harju 11415



Done on

