

MUTUAL NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of this **18th day of October 2016** (the "Effective Date"), by and between **Topo Mixed Media, Inc.**, a Delaware corporation with principal offices located at 1749 Lanier Place, Washington, D.C. 20009 ("**Topo**"), and **Maxim Usenko, Independent Contractor**, having principal offices located at:

Odessa, Ukraine collectively referred to herein as "the Parties" and individually as a "Party."

WHEREAS, in order to consider certain business opportunities that may be of interest to the Parties and in connection with current or future contractual relationship between them, it may be desirable for the Parties to exchange Confidential Information concerning: **Android/iOS Application Development**, (the "Project"); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereby agree as follows:

1. Confidential Information. "Confidential Information", as used herein, shall mean any and all samples, formula, methods, know-how, software, material, specifications, sketches, data, drawings, schematics, designs, processes, test results, compilations, and any other intellectual property, documents, ideas, concepts or knowledge which a Party to this Agreement (the "Disclosing Party") furnishes to the other Party (the "Receiving Party"): (i) in written or other tangible form marked with a proprietary legend, or (ii) in oral or visual form, identified as being proprietary at the time of disclosure and thereafter summarized in writing and transmitted to the Receiving Party within ten (10) days after such oral or visual disclosure. Confidential Information also includes anything of value that is first discovered, created, compiled,

reduced to practice or used by either Party in the course of preparing for or performing the Project and appropriately identified in writing between the parties. "Confidential Information" shall not include any information which:

- . a) Is currently in, or hereafter enters, the public domain without breach of this Agreement or breach of any obligation of confidentiality by any person; or [L]
[SEP]
 - . b) Is independently developed by the Receiving Party as evidenced by appropriate documents; or [L]
[SEP]
 - . c) Is received by the Receiving Party from a third party without restrictions or breach of any duty of confidentiality; or [L]
[SEP]
 - . d) Is rightfully received, free of restrictions, by the Receiving Party from a third party, unless the Receiving Party is notified by the Disclosing Party of misappropriation by [L]
[SEP] said third party promptly after the Disclosing Party knew, or should have known, of such misappropriation; or
- e) The Receiving Party can demonstrate conclusively was in its possession or known to it prior to receipt from the Disclosing Party.

2. **Disclosure of Confidential Information.** Nothing in this Agreement shall require either Party to disclose Confidential Information to the other Party, and any such disclosure shall include only such Confidential Information as the Disclosing Party determines, in its sole discretion, is necessary for the performance of the Project.

3. **Maintenance of Confidentiality.** The Parties agree, with respect to any Confidential Information to which either is a Receiving Party:

- . a) To protect and keep such Confidential Information

secret and secure from disclosure with the same degree of precautions and safeguards it uses to protect and keep its own Confidential Information of a similar nature, but in no case with less than reasonable care; [L] [SEP]

- . b) Not to disclose or reveal such Confidential Information to any party – other than a limited group of representatives or advisors employed by it who have both: (1) a need to know such Confidential Information in the course of performing the Project, and (2) a contractual, fiduciary or legal duty to maintain the confidentiality of the information they receive in the course and scope of their employment or other relationship with the Receiving Party; [L] [SEP]
- . c) Not to use, or permit any person employed by or otherwise retained by it to use, such Confidential Information received from the other Party for any purpose other than the preparation for and performance of the Project; and [L] [SEP]
- . d) To make the conditions of this Agreement known to any person to whom it discloses such Confidential Information. [L] [SEP]
- . e) A Party may make any disclosure required by court order or by law, rule, or regulation (including the rules of a national securities exchange) subject to section 8 herein. [L] [SEP]

4. **Replication of Confidential Information.** The Parties agree, with respect to any Confidential Information to which either is a Receiving Party: [L] [SEP]

- a) Either Party shall be allowed to make copies of any Confidential Information disclosed by the other so long as the

markings on the original information are affixed to all copies (including partial copies) and provided such copies are necessary to fulfill the Purpose of this Agreement. The Receiving Party shall maintain the confidentiality of all Proprietary Information with regard to all such copies.

- . b) In the event proprietary hardware, software, drawings, products, equipment, samples, prototypes, or other material is provided (disclosed) to a Party, the Receiving Party shall refrain from and shall prevent any effort to reverse engineer, analyze, reverse design, or otherwise attempt to determine proprietary information not expressly disclosed, from said proprietary hardware, software, drawings, equipment, samples, or other material without the expressed written authorization from the Disclosing Party. [L]
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- . c) The Receiving Party shall not duplicate Confidential Information nor shall it replicate the hardware, software, drawings, products, equipment, samples, or other material or acquire replicates of hardware, software, drawings, products, equipment, samples, or other material from others, nor shall the Receiving Party design or develop derivatives thereof for the purpose of use by the Receiving Party or the sale or licensing to others, except as provided herein or as expressly authorized in writing by the Disclosing Party. [L]
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- . d) The Receiving Party shall not decompile, disassemble, decode, reproduce, redesign, reverse engineer, replicate or copy the design of, or manufacture any hardware, products, software, drawings, equipment, samples, prototypes, or other material provided by the Disclosing Party without the expressed written authorization from the Disclosing Party. [L]
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- . e) The Receiving Party agrees to properly mark Disclosing Party's Confidential Information in accordance with FAR 52.215-1(e) if included in a proposal to the United States

Government. If a Disclosing Party's Confidential Information is being disclosed in a proposal by the Receiving Party to a potential client other than the United States Government the Receiving Party shall include appropriate restrictive use language in the proposal agreeable to the Disclosing Party. [L] [SEP]

5. Responsibility for Actions of Employees and Others. Without limiting the foregoing requirements, the Parties agree that they will be responsible directly to the other for the actions and inactions of their contractors and employees, and the actions and inactions of any party to whom they disclose Confidential Information as to which either is a Receiving Party; *provided, however*, that neither Party shall have any liability to the other for the actions of its contractors or employees, or of any party to whom it discloses Confidential Information, if the Receiving Party has taken reasonable precautions to prevent disclosure of Confidential Information by such other parties, which precautions shall in all cases be at least equal to the precautions that the Receiving Party takes to keep secret and prevent disclosure of its own Confidential Information of a similar nature. Neither Party shall be required to pursue the enforcement of this Agreement or recovery of damages from any such third parties prior to seeking enforcement of this Agreement or the recovery of damages directly from the other Party.

6. Remedies. The Parties to this Agreement acknowledge that any breach of the obligations contained herein will give rise to monetary damages, but that the payment of such monetary damages would be insufficient to adequately compensate the non-breaching Party. The Parties, therefore, agree that in addition to monetary damages for breach, either Party may seek an injunction or other equitable remedy and that no bond or other security shall be required to obtain such remedies. The foregoing notwithstanding, neither Party shall be liable to the other Party for incidental or exemplary damages arising from a breach of the

Agreement.

7. Ownership of Confidential Information. All Confidential Information shall be and remain at all times the sole and exclusive property of the Disclosing or creating Party. Nothing in this agreement shall, by express grant, implication, estoppel or otherwise create in the Receiving Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, software documentation, intellectual property or other confidential information of the Disclosing Party.

8. Impact of Legal Proceedings. In the event a Party to this Agreement is required by law to disclose the other Party's Confidential Information, it shall, within two (2) business days of receipt of such notice, and at least two business days prior to making such disclosure, furnish the Disclosing Party with written notice of such requirement. In the event the Disclosing Party obtains a protective order or other legal remedy with respect to the requested Confidential Information, the Receiving Party shall take all necessary steps to comply therewith.

9. Return or Destruction of Confidential Information. Upon written request from the Disclosing Party, the Receiving Party shall, within seven (7) business days either return to the Disclosing Party or destroy all Confidential Information and send written notice of such completed destruction to the other Party, including all copies thereof, except that the Parties may retain one copy for contractual archival purposes only, of any agreements or other documents evidencing obligations of one Party to the Other, or to third parties, that were received or created during either the preparation or performance of the Project.

10. Export and Import Laws. Each Party represents that it will comply with all applicable export and import laws and regulations during performance of this Agreement, including but not limited to, the U.S. Arms Export Control Act, as amended (22 U.S.C. §§

2751- 2799), the International Traffic in Arms Regulations, as amended (22 C.F.R. Part 120 et seq.), the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the

U.S. Export Administration Regulations, as amended (15 C.F.R. § 730 et seq.). The Parties shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other Party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the other Party.

11. Additional Limitations. In addition to the obligations set forth above, the Parties intend that (i) this Agreement apply only to the Project; and (ii) any Confidential Information that is deemed "classified" shall be handled, used, protected and otherwise treated by the Receiving Party in accordance with the security procedures prescribed in applicable laws and regulations.

12. Term and Termination. This Agreement shall remain in force for three (3) years from the date first above written, unless terminated by either Party upon ten days prior written notice to the other. Confidential Information received hereunder shall be protected by the Receiving Party during the term of this Agreement and for a period of five (5) years following the disclosure of the Confidential Information.

13. Entire Agreement. This Agreement amends and restates any and all confidentiality and/or non-disclosure agreements between the Parties regarding the subject matter hereof that may have been in effect prior to the date first above written. This Agreement may be amended, modified, superseded, canceled or waived only by written instrument executed by all Parties hereto, or in the case of waiver, by the Party waiving compliance.

14. Governing Law: Jurisdiction and Venue. This Agreement is

entered and shall be construed and enforced in accordance with the applicable laws of the District of Columbia, excluding conflict of laws, principles or any the provision that would direct the application of the laws of a different jurisdiction. The Parties consent to the nonexclusive jurisdiction of the Federal and State courts sitting in the District of Columbia to resolve any disputes arising under or relating to this Agreement. The Parties waive any claim that venue in such courts is inconvenient or creates undue hardship.

15. No Commitment to Enter Transaction. Both Parties acknowledge that the signing of this Agreement does not create a commitment by either Party to enter into any subsequent agreement involving the Project performed herein.

16. Notice. Any notice required or permitted under this Agreement shall be effective on the earlier of: (i) the date the Party to whom such notice is addressed received it, or (ii) the third (3rd) business day after such notice is deposited in the U.S. Mail, postage prepaid, to the Party at the address set forth above. Either Party may change the address at which notices are to be sent by notice to the other Party. Unless otherwise changed by written notice as prescribed herein, any notice under this Agreement shall be addressed to the person signing this Agreement on behalf of each Party.

17. Enforceability. In the event that any of the provisions of the Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, that portion shall be severed and a new enforceable provision shall be negotiated by the Parties and substituted therefore to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of the Agreement shall remain in full force and effect.

18. No Waiver. No waiver or modification of this Agreement will

be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party, and no failure or delay in enforcing any right will be deemed a waiver.

19. Warranty. Each Party warrants that it has the right to disclose its Confidential Information for the purposes of this Agreement. In providing any Confidential Information hereunder, neither Party makes any representation, either expressed or implied, as to its adequacy, accuracy, sufficiency or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall either Party incur any responsibility or obligation whatsoever by reason of such Confidential Information, except as provided in this agreement.

20. Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party's assets) without the prior consent in writing from the other Party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon the Parties, and their respective successors, permitted assigns and legal representatives. The Parties' relationship with each other is one of independent contractors. Neither Party will, for any purpose, be deemed to be an agent of the other Party.

EXECUTED as of the day of and year first set forth above. **Topo Mixed Media, Inc.**

By: _____

Name: Scott B. Williams^{SEP} Title: Owner/President

Date: _____

By: Maxim Usenko

Name: **Maxim Usenko**, Title: Independent Contractor

Date: October 18, 2016