

## NON - DISCLOSURE AGREEMENT

This non - disclosure agreement (the "**Agreement**") is entered into as of \_\_\_\_\_  
(the "**Effective Date**") by and between: Shkemkov Artem 3155813  
\_\_\_\_\_  
(the "**Recipient**"),

on the one hand, and Company "EXTFO" Ltd. registered and acting under the laws of Georgia, identification number **402119319**, represented by the Director Mr. Andrei Stempovskii, (the "**Discloser**"), on the other hand.

Discloser and Recipient are referred to individually as a "**Party**", and collectively as the "**Parties**".

WHEREAS the Discloser and/or Discloser's clients will deliver to Recipient certain Confidential Information (as defined below) in process of Recipient work performing which will be obtained by the Recipient from Discloser and/or from Discloser's clients via Upwork (*upwork.com*) and via any other communication platform e.g. Skype, Slack, Gmail, Telegram, Whatsapp, Upwork-messenger etc. (all communication platforms should be referred as the "**Site**"), as well as via oral and/or written connections between Recipient and Discloser (and/or Discloser's clients)

NOW, THEREFORE, the Parties hereto agree as follows:


### 1. DEFINITIONS

In this Agreement, the capitalized terms shall have the following meaning:

"**Confidential Information**" shall mean all information or document fixed in any medium of expression in whatever form or format, such as written, graphic, or oral, that is disclosed by the Discloser and/or by the any Discloser's clients to the Recipient hereunder, including without limitation information relating to Discloser's clients released or unreleased software products (including source and object code) and the accompanying documents, game concepts, photos, arts, trade secrets, proprietary information, patents, and other intellectual property, marketing or promotion of products, product development plans, research activities and results, improvements, techniques, inventions (whether patentable or not), business policies, practices, processes or ideas, know-how, expertise, business opportunities and financial information, strategy, timetables, forecasts, expertise of employees or consultants, and customer information or customer data.

For purposes of this Agreement, Confidential Information shall be the information that (a) is marked with the words "confidential," "proprietary," "trade secret" or a similar legend, or orally designated as such at the time of disclosure by the Discloser's clients, or (b) under the circumstances surrounding disclosure, should reasonably be treated as confidential by the Recipient.

The Confidential Information excludes information that:

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- a. is or becomes public information other than as a direct or indirect result of any breach of this Agreement; or
- b. is disclosed with the prior written approval of the Discloser's clients;
- c. is required to be disclosed pursuant to a lawful order of a court or other competent authority by law or any regulation.

**"Permitted Purpose"** means using the Confidential Information by Recipient in order to perform its work assignments which will be provided to Recipient by the Discloser and/or by the Discloser's clients via Site or in other manner.

## 2. NON-USE AND NON-DISCLOSURE UNDERTAKINGS

- 2.1. Recipient undertakes (a) to keep all the Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 3 hereof or with the prior written consent of the Discloser's clients, and to ensure that all the Confidential Information is protected at least with the security measures and degree of care that Recipient would apply to its own confidential information but with no less than reasonable care, and (b) not to use the Confidential Information for any other purpose other than the Permitted Purpose.

## 3. PERMITTED DISCLOSURE

- 3.1. Recipient may disclose the Confidential Information to any person to whom such information is required to be disclosed by any court of competent jurisdiction or by any judicial, governmental or other regulatory authority or similar body, or pursuant to any applicable law or regulation.
- 3.2. Recipient undertakes (to the extent permitted by law and regulation) to inform the Discloser and Discloser's clients immediately (but not later than on the next day upon the relevant occurrence) of any disclosure of the Confidential Information made pursuant to clause 3.1 hereof to enable the Discloser and/or Discloser's clients to seek a protective order or otherwise restrict such disclosure. Recipient shall reasonably cooperate with the Discloser and/or Discloser's clients in seeking such a protective order or in otherwise preventing or restricting such disclosure.

## 4. NO RIGHTS GRANTED

- 4.1. The Discloser and the Discloser's clients shall be the exclusive owners of all the Confidential Information and nothing in this Agreement shall be construed as granting any license, use or other rights under any patent, copyright or other intellectual property rights of the Discloser and the Discloser's clients to Recipient, nor shall this Agreement grant Recipient any rights in or to the Confidential Information other than

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the limited right to review such Confidential Information solely for the Permitted Purpose.

## **5. MISCELLANEOUS**

- 5.1 This Agreement constitutes the entire agreement between the Recipient and the Discloser in relation to the Confidential Information and supersedes any previous agreement, whether express or implied, regarding the Confidential Information.
- 5.2 No failure or delay in exercising any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy under this Agreement.
- 5.3. This Agreement shall continue until terminated by the mutual written consent for termination. Notwithstanding the preceding sentence, the restrictions in this Agreement are continuing and, in particular, shall survive and remain binding after termination of this Agreement during 3 (three) years. The Recipient shall return or destroy all Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Discloser's written request and/or upon termination of this Agreement.
- 5.4. The terms of this Agreement may only be amended or modified by written agreement between the Parties.
- 5.5. The Recipient shall be responsible for any losses, damages, costs and expenses as a result of any act, a result of its negligence or errors or any breach of its obligations under this Agreement, the total amount of the Recipient liability for the breach of this Agreement shall be equal to the amount of all further Agreements between the Discloser and the Recipient.

## **6. GOVERNING LAW AND DISPUTE RESOLUTION**

- 6.1. This Agreement shall be governed by the English substantive law.
- 6.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.



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6.3. The Discloser and the Recipient each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Discloser and its business. The Discloser and the Recipient each expressly agree that due to the unique nature of the Discloser's clients' Confidential Information, monetary damages would be inadequate to compensate the Discloser's clients for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, notwithstanding Section 6.2 above, the Discloser and the Recipient each agree and acknowledge that any such violation shall cause irreparable injury to the Discloser and/or to the its clients and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser and/or its clients shall be entitled to obtain injunctive relief, at any competent courts, against the breach of this Agreement or the continuation of any such breach by the Recipient, with necessity of proving actual damages.

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement on the day and year first above written.

**THE RECIPIENT:**

**THE DISCLOSER:**

**"EXTFO" Ltd.**

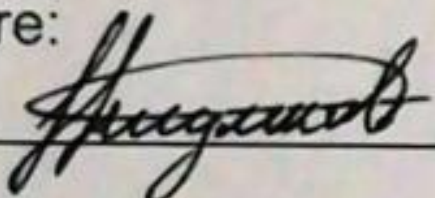
By

Shumkov Artem

By:

Mr. Andrei Stempovskii, Director

Signature:



Signature:

\_\_\_\_\_

Date: 09.04.2020

Date: