

## **MUTUAL NONDISCLOSURE AGREEMENT**

The parties, **Executive Graphics, Inc. of 45 North Gaston Avenue, Suite 3D, Somerville, New Jersey 08876, USA ("EG")** and **Romayev, LLC of 14 Andover Avenue, Bridgewater, New Jersey 08807 ("Romayev")** hereby agree as follows:

### **Recitals**

EG and Romayev shall enter into discussions regarding the development of software products.

**"Proprietary Information"** means non-public information disclosed or made available by a Party (each, a **"Discloser"**) to the other Party (**"Recipient"**) that, given the nature of the information and circumstances of disclosure, would reasonably be considered confidential by the Recipient, including, without limitation, trade secrets, patents, patent applications, copyrights, schedules, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, techniques, algorithms, technology, circuits, layouts, designs, interfaces, materials, schematics, improvements, research or development, names and expertise of employees and consultants, any other technical, business, financial, customer, and product development plans, customer and supplier information, forecasts, strategies and other confidential information. The term **"Confidential Information"** shall not include any information which (i) is or becomes publicly known through no wrongful act or failure to act on the part of Recipient, (ii) is furnished to others by Discloser without similar restrictions on disclosure, (iii) is independently developed by Recipient without reference to the Confidential Information disclosed by Discloser, or (iv) is disclosed by order of law, provided that Recipient shall use reasonable efforts to preserve confidentiality and that Discloser shall be given reasonable opportunity to obtain a protective order.

In consideration of the parties' discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees to (a) to hold the Disclosing Party's Proprietary Information in strict confidence and to take reasonable precautions to protect such Proprietary Information as the Receiving Party employs with respect to its most confidential materials, but in no case shall Receiving Party employ less than reasonable measures, (b) not to disclose any such Proprietary Information to any third person, (c) not to make any use of such Proprietary Information except for the sole limited business purposes of evaluating the Proprietary Information internally to determine whether to enter into a contemplated relationship, transaction or agreement with the Disclosing Party or in connection with an existing relationship, transaction or agreement with the Disclosing Party (the **"Purpose"**), and (d) except as expressly allowed by the disclosing party, not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information, or to use the Proprietary Information to create any derivative work. Any employee or contractor given access to any such Proprietary Information must have a legitimate **"need to know"** in connection with the Purpose and shall be similarly bound in writing. Furthermore, during the term of this Agreement, the Receiving Party agrees not to engage in any business activities that are similar in nature to the those of the Disclosing Party without the Disclosing Party's consent, or to enter into any direct business relationships with any of Disclosing Party's customers or partners without Disclosing Party's prior written consent.
2. Immediately upon a request by the Disclosing Party at any time (which will be effective when actually received), the Receiving Party will return to the Disclosing Party or certify the destruction of all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party which shall be disclosed, if at all, solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or business relationship in connection with which Proprietary Information may be disclosed.
3. Except to the extent required by law, neither party shall disclose the existence or subject matter of the Agreement or the Purpose.

4. The Receiving Party acknowledges and agrees that, as between the parties, the Proprietary Information is and shall remain the sole and exclusive property of the Disclosing Party, and the Disclosing Party is the sole owner of all patents, copyrights, trademarks, if any, and other proprietary rights in connection therewith and no license of any kind is granted hereby to the Receiving Party except as specifically contained in this Agreement.
5. The Receiving Party acknowledges and agrees that the Proprietary Information is provided "as is" without warranty of any kind, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Further, the Disclosing Party does not warrant, guarantee, or make any representations regarding the use or result of use of the Proprietary Information.
6. This agreement shall be governed by the laws of the State of New Jersey without regard to the conflicts of law provisions thereof. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. 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. Each party acknowledges that it is not entering into this Agreement on the basis of any representations or promises not expressly contained herein.
7. The obligations in this Agreement only apply to Proprietary Information disclosed on or before the second anniversary of the Effective Date but the obligations contained herein with respect to each disclosure during the term shall continue for a period of five (5) years from the date of disclosure regardless of the prior termination or expiration of the Agreement, except in the case of an Proprietary Information that is a trade secret, in which case the obligations shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

**Romayev, LLC**

By:   
[authorized signature]

Name: Aleksandr Romayev

Title: President

Date: 11/03/16

**Executive Graphics, Inc.**

Text

By:   
[authorized signature]

Name: Peter Hansch

Title: President & CEO

Date: 11/03/16