

Mutual Non-Disclosure Agreement for a Project

This Mutual Non-Disclosure Agreement (the “**Agreement**”), dated as of (the “**Effective Date**”), by and between

(the “**Participant**”) and AKI TECH Group, LLC, a Texas limited liability company, located at 1407 Las Entradas Dr, Spicewood, TX 78669 (“**AKI TECH Group**”), shall govern the protection, preservation and use of confidential and/or proprietary information that may be disclosed or made available to each other for the limited purpose of evaluating and, if applicable, negotiating and consummating a potential business arrangement between the parties to this Agreement (or between the affiliates or subsidiaries of the parties to this Agreement, as the case may be) (the “**Purpose**”). The parties further agree as follows:

1. **Definition of Confidential Information.**

- a. “*Confidential Information*” means any and all business, financial or technical information and material that is non-public, confidential or proprietary, including without limitation plans, designs, costs, prices, names, financial statements, marketing plans, product information, product development plans, business opportunities, forecasts, orders, personnel, customer information, research, development, inventions, know-how, technology, processes, techniques, methods, formulas, drawings, data, test results, specifications, computer software and third party confidential information or information learned by Receiving Party from Disclosing Party or through inspection of Disclosing Party’s property, **provided such information is clearly designated as “Confidential” or “Proprietary” or if such information is disclosed orally, in another intangible form or in any form that is not so marked, that it is identified as confidential at the time of such disclosure and confirmed in writing within thirty (30) days after disclosure.**
- b. The Parties agree that (i) the terms and conditions of this Agreement; (ii) the nature of their business relationship, including, if applicable, the fact that one party provides or may provide goods or service to the other and (iii) the Parties’ discussions concerning the Project will be considered Confidential Information covered by this Agreement.
- c. Notwithstanding the foregoing, all source code disclosed by AKI TECH Group will be considered Confidential Information and protected under this Agreement, whether or not it is designated as “Confidential” or “Proprietary”.

2. **Definition of Project.** For their mutual benefit, the Parties plan to discuss certain confidential information so as to enable the Parties to evaluate a potential business transaction or arrangement in the following area (hereinafter the “**Project**”):

3. **Information Not Covered.** The restrictions in this Non-Disclosure Agreement on the use and/or disclosure of Confidential Information shall not apply to any portion of the Confidential Information:

- a. that is publicly known at the time of disclosure or which thereafter becomes publicly known through no wrongful act of Receiving Party as of the date such information becomes publicly known;
- b. that is rightfully in possession of Receiving Party prior to disclosure to Receiving Party by Disclosing Party;
- c. that is independently developed by the Receiving Party without any use of and/or access to the Disclosing Party’s Confidential Information, or received free of restriction from a third party not known by the Receiving Party to be in breach of any confidentiality obligation owed to the Disclosing Party with respect to such Confidential Information;
- d. that is rightfully obtained by Receiving Party from a third party who has the right to transfer or to disclose it to Receiving party without limitation and
- e. that Disclosing Party agrees in writing to be free of such restrictions.

4. **Non-Disclosure and Non Use of Confidential Information.** The Receiving Party shall:

- a. hold such Confidential Information in confidence;

- b. use the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care;
 - c. use such Confidential Information **only for the sole purpose of evaluation in connection with the Project and discussions with Disclosing Party related to the Project** or otherwise agreed upon in writing by an authorized Representative of Disclosing Party;
 - d. restrict disclosure of such Confidential Information solely to its employees and consultants who have a need to know in connection with the Project (and provided that such persons are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use to protect the Disclosing Party's rights and interest hereunder);
 - e. not disclose such Confidential Information to any third party that is not a Representative of Receiving Party, without prior written approval of the Disclosing Party;
 - f. not make, use, or sell the Confidential Information without first entering into an agreement with Disclosing Party to do so;
 - g. not duplicate, copy or replicate in any manner the information and materials provided and
 - h. not analyze the composition of, nor reverse engineer nor decompile any tangible materials or components or software constituting Confidential Information provided by Disclosing Party.
 - i. Nevertheless, the Receiving Party may disclose Confidential Information to the extent required by law, provided Receiving Party makes reasonable efforts to give Disclosing Party prompt notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information.
5. **Return of Confidential Information and Related Documents.** Within ten (10) business days of receipt of Disclosing Party's written request and at Disclosing Party's option, Receiving Party will either return to Disclosing Party all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings and copies thereof, or will provide Disclosing Party with written certification that all such tangible Confidential Information has been destroyed.
6. **No Obligation to Disclose or Enter Agreements.** Nothing in this Agreement will obligate any party to disclose Confidential Information to any other party. Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed as itself creating any obligation on a party to furnish Confidential Information to any other party, to enter into a transaction or any agreement or business relationship with any other party.
7. **No License to Confidential Information.** No license to the Receiving Party under any trademark, patent, copyright, or any other intellectual property right, now existing or hereafter acquired or created, is either granted or implied by the disclosure of Confidential Information to such party.
8. **No Warranty.**
- a. The Disclosing Party warrants and represents that she is entitled and empowered to furnish the Receiving Party with any information disclosed pursuant to this Non-Disclosure Agreement.
 - b. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. OTHERWISE, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE.
9. **Feedback.** Notwithstanding any other provision in this Agreement, if Receiving Party provides any ideas, suggestions or recommendations to Disclosing Party regarding Disclosing Party's Confidential Information ("Feedback"), Disclosing Party is free to use and incorporate such Feedback in Disclosing Party's products without payment of royalties or other consideration to Receiving Party, so long as Disclosing Party does not infringe Receiving Party's patents, copyrights or trademark rights in the Feedback.. Nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights or trademark.
10. **Independent Development.** The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Disclosing Party's Confidential Information. Accordingly, nothing in this Non Disclosure Agreement will prohibit Receiving Party from developing products, or having products developed for it, that compete with Disclosing Party's products, provided that in doing so, Receiving Party does not violate any of its obligations under this Non Disclosure Agreement in connection with such development.
11. **No export.** The Receiving Party shall adhere to the United States of America, Belgium, European Union, Japan and Country and State of Participant Export Administration Laws and Regulations and shall not export or re-export any Confidential Information or technical data or products received from the other party or the direct product of such Confidential Information or technical data to any country in violation of such laws.

12. **Damages.** Each party hereby expressly acknowledges and agrees that its failure to comply with the provisions of this Non-Disclosure Agreement may cause irreparable harm and damage to the other party for which the other party may have no adequate remedy at law. Accordingly, in the event of any demonstrable threatened or actual disclosure or use of Confidential Information in violation of the terms of this Non-Disclosure Agreement, the Disclosing Party shall, in addition to all other remedies available to it under law or in equity, be entitled to seek injunctive relief to prevent such violations.
13. **Entire Agreement.** This Non-Disclosure Agreement constitutes the entire understanding between the parties hereto as to the Confidential Information and supersedes all prior discussions between them relating thereto; may not be amended except by a written instrument signed by authorized representatives of both and may be executed in counterparts and by facsimile signatures.
14. **No Implied Waiver.** Neither party's failure nor delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.
15. **Applicable Law, Jurisdiction and Arbitration.**
 - a. This Non-Disclosure Agreement shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of Texas.
 - b. If a dispute arises out of or relates to this Non-Disclosure Agreement, or the breach, termination or validity thereof, the parties agree to use reasonable efforts to investigate all formal, written complaints made by the other party which relates to any obligation of a party hereunder.
 - c. If the internal escalation does not resolve the dispute, the Parties agree to submit to the exclusive jurisdiction of the state and federal courts of the state of Texas.
16. **Communication Period and Term of this Agreement.**
 - a. This Agreement pertains only to Confidential Information communicated between the Effective Date and **two (2) years** thereafter and will terminate at the same time.
 - b. Nevertheless, Either party may terminate this Agreement upon ten (10) days written notice.
 - c. Any termination of this Agreement shall not relieve Receiving Party of its confidentiality and use obligations with respect to Confidential Information disclosed prior the date of termination.
17. **Confidentiality Period.**
 - a. Receiving Party's duty to protect Disclosing Party's Confidential Information expires **five (5) years as of the date on which that Confidential Information was disclosed to Receiving Party.**
 - b. With respect to any source code disclosed by AKI TECH Group, the Confidentiality Period shall be indefinite.
18. **General.** This Agreement is not assignable by any party without the prior written consent of the other Parties. This Agreement is binding on, and will ensure to the benefit of, the Parties and their respective successors and permitted assigns. If any provision of this Agreement be found invalid or unenforceable by law, that provision will cease to operate and will be considered severed from this Agreement. All remaining provisions will continue to be valid and binding on the Parties.
19. **Understood and agreed to by authorized Representatives of the parties:**

For AKI TECH Group
By (Authorized Signature)

For the Participant
By (Authorized Signature)

Printed Signatory's Name
IGOR KOMIR

Printed Signatory's Name

Printed Signatory's Title
PRESIDENT

Printed Signatory's Title

Signature Date

Signature Date