

This Non-Disclosure Agreement (“Agreement”)

The recipient of confidential information will be called “Receiving Party” and the discloser of confidential information will be called “Disclosing Party”.

In consideration of the exchange of technical, business and financial information in embodiments delivered to Receiving Party, the parties agree as follows.

1. “Confidential Information” means any and all computer source code, computer executable code, technical, business and financial information in any form or on any medium, physical or non-physical, whatsoever which is:

- a. solely disclosed by Disclosing Party to Receiving Party, related to the demanded service provided by Receiving Party
- b. such information may include, but is not limited to, any technical or system evaluation, product/service specifications, prototypes, computer programs in source or executable code, documentation, data models, drawings, marketing plans, financial data, business plans, technical trade secrets, patent applications etc. stated by written consent of Disclosing Party. Technical or business information of a third person disclosed by Disclosing Party shall be deemed Confidential Information of Disclosing Party unless otherwise indicated in writing.

2. Receiving Party agrees:

- a. not to disclose the Confidential Information for five (5) years after Effective Date of this Agreement unless otherwise agreed in writing by Disclosing Party;
- b. to use the Confidential Information solely for the issues related discussed project and services, elaboration of production documentation or for other purpose as itemized by written consent of Disclosing Party;
- c. not to copy the Confidential Information in whole or in part unless authorized in writing, and each copy shall contain the same confidential or proprietary notices that appear on the original;
- d. to only disclose the Confidential Information to their employees, consultants or other party to whom disclosure is necessary for the purposes of this Agreement, provided that they are informed of the confidential nature of the Confidential Information and have agreed in writing to be bound by all the terms of this Agreement; and
- e. to hold the Confidential Information in the strictest confidence, and to use at least the same degree of care used to restrict disclosure and use of its own information of like importance.

3. This Agreement does not grant Receiving Party any business or other rights or license under any copyrights, inventions, trademarks or patents owned and controlled by Disclosing Party.

4. Upon termination of this Agreement or upon request of Disclosing Party, all copies of the Confidential Information shall be returned to Disclosing Party or confirmed destroyed by Receiving Party. The requirements of use and confidentiality shall survive termination and the return of any Confidential Information for period determined in this Agreement.

5. This Agreement shall not apply to information that:

- a. is already in the possession of, or is independently developed by, Receiving Party without a duty of confidentiality to Disclosing Party;
- b. is publicly available through no fault of Receiving Party;
- c. is obtained by Receiving Party from a third person who is apparently under no obligation of confidence to Disclosing Party; or
- d. is disclosed without restriction by Disclosing Party.

6. Without the prior written consent of Disclosing Party, Receiving Party shall not disclose to any third person the existence or purpose of this Agreement, its terms or conditions, or the fact that discussions of a confidential nature are taking place, except as may be required by law, provided it notifies Disclosing Party in advance in writing.

7. Neither party shall, without the written consent of the other party, solicit or entice away from the other party any employee of the other party for the nine (9) month period following termination of any business relationship between the parties.

8. This Agreement or any rights granted by this Agreement are not assignable in whole or in part without the written consent of Disclosing Party.

9. All notices and comments of Receiving Party shall be in writing and delivered personally or e-mail to the authorized representative of Disclosing Party at the address below. Address changes must be communicated in writing.

10. This Agreement shall be governed by and construed in accordance with the laws of the Slovak republic without regard to its conflict of laws principles. All actions or proceedings shall be tried in the state or courts whose venue shall be Bratislava, Slovakia.

11. This Agreement is written in the English and Slovak language at the express request of both parties.

12. This Agreement constitutes the entire Agreement between the parties with respect to the Confidential Information. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless the waiver, amendment or modification is made in writing and signed by both parties.

This Agreement is valid and effective as the parties have caused their duly authorized representatives to sign this Agreement.