

Confidentiality Agreement | Mutual Parties:

SEPA Cyber Technologies EAD

Full Name	SEPA Cyber Technologies EAD
Short Name	SEPA
Company registration number	206306842
Address	Western Industrial Zone, Office Building Granite, 9000 Varna, Bulgaria
Authorised Contact	Marvin Blazhevski
Title	Manager
Phone	+359 52 953 104
Email	office@sepa-cyber.com
Country of Incorporation	Bulgaria

Other Party

Full Name	
Short Name	
Company Registration number	
Address	
Authorised Contact	
Title	
Phone	
Email	
Country of Incorporation	

Agreed Terms

- (A) The parties wish to exchange information in connection with the Approved Purpose.
- (B) Each party agrees to be bound by and to keep such information confidential pursuant to this agreement including the terms and conditions of confidentiality contained in Schedule 1 which forms part of this agreement.
- (C) In this agreement each party is both a "Discloser" and a "Recipient", as applicable.
- (D) Each party enters into this agreement in consideration of the information being disclosed to it and the mutual confidentiality undertaking.

Approved Purpose

The Approved Purpose means the purpose of identification, assessment or negotiation of possible commercial opportunities between the parties involving the supply of products or services from one party to the other or provision of confidential technical information.

Term

This agreement expires six (6) years calculated from the last signature date of this agreement unless terminated earlier by 30 days written notice to the other party in writing. Upon any termination of this agreement for any reason, each Party's obligations hereunder with respect to Confidential Information received prior to such termination shall continue for a period of three (3) years after the date of such termination. Provided, however, that with respect to Confidential Information which consists of customer information, source code, product schematics, or related documentation and trade secrets, the obligations contained in this agreement shall continue indefinitely.

Sign

Executed as an agreement

SIGNED by _____ by its duly authorised representative, in the presence of:

SIGNED by _____ by its duly authorised representative, in the presence of:

X

Signature of representative

Print full name

Title

Date

X

Signature of representative

Print full name

Title

Date

Schedule 1

Terms and conditions

1 What is Confidential Information?

This agreement applies to all information provided or made available by one party (the “**Discloser**”) to the other party (the “**Recipient**”) in connection with the Approved Purpose, unless it is of a type specifically excluded by this agreement (“**Confidential Information**”). Confidential Information includes, without limitation, the nature and content of any communications between the parties, any idea, finding, research, data, specification, process, technique, architecture, know-how, design, plan, drawing, document, manual, report, study, sample, source code, prototype, customer list, price list, product description, business plan, marketing plan, financial information, or work in process whether oral or in writing, provided before, on or after the date of this agreement.

2 Disclosure

The Recipient must not disclose any Confidential Information except to the extent:

- a) expressly permitted by this agreement;
- b) required by applicable Law; or
- c) the Discloser has provided prior written consent.

3 How must Recipient treat Confidential Information?

- 3.1 The Recipient must keep the Confidential Information secret and confidential and may only use it for the Approved Purpose. The Recipient must not use or exploit the Confidential Information for any other purpose, without the prior written consent of the Discloser provided that such shall not restrict the Recipient from engaging in identical or similar business to the extent that it does not utilise Confidential Information of the Discloser.
- 3.2 The Recipient may only disclose the Confidential Information to its Affiliates, employees, officers, accountants, attorneys agents or advisors (“**Third Party Recipients**”) who reasonably require it for the Approved Purpose and only on the condition that they comply with the Recipient’s obligations in this agreement. The Recipient must ensure that any Third Party Recipient to whom it discloses the Confidential Information complies with the Recipient’s obligations under this agreement as if they were party to it.
- 3.3 The Confidential Information is the property of the Discloser and this agreement does not give the Recipient or any Third Party Recipient any right, title, license or interest in the Confidential Information.
- 3.4 The Recipient must take all reasonable steps to protect the Confidential Information and keep it secure from unauthorised access and disclosure.
- 3.5 The Recipient must inform the Discloser as soon as possible if the Recipient:
 - a) becomes aware or suspects that there has been a breach of this agreement; or
 - b) is required by applicable Law to disclose any Confidential Information.
- 3.6 At the time the Approved Purpose comes to an end or is no longer pursued, or if the Discloser requests earlier, the Recipient must promptly at its own expense and subject to clause 3.8:
 - a) either return to the Discloser or destroy all physical documents and other materials constituting or referring to Confidential Information (including all copies and notes thereto) including any held by or in the control of any Third Party Recipient; and
 - b) delete or destroy all Confidential Information stored in electronic or other medium (including of any Third Party Recipient),and then certify to the Discloser that it has all been deleted, destroyed or returned (as applicable) in accordance with this clause.

- 3.7 The return, destruction or deletion of Confidential Information does not release the Recipient from its obligations under this agreement.
- 3.8 The obligation to return, destroy or delete information under clause 3.6 does not apply to the following materials provided that any Confidential Information comprised or referred to in such materials is kept confidential in accordance with this agreement:
- a) minutes or papers of any board, board committee or governance committee of the Recipient prepared in the level of detail consistent with the Recipient's normal governance practices;
 - b) material retained as a part of the Recipient's routine data back-up exercises on servers or other such sources so long as no attempt is made to recover that material other than as required by applicable Law; and
 - c) material retained by the Recipient's financial, legal and other professional advisors to the extent it is necessary to support any advice provided, or to comply with their professional obligations.
- 3.9 The Recipient's obligations in relation to Confidential Information shall survive the expiration or termination of this agreement in respect of Confidential Information the Recipient has not destroyed, deleted or returned to the Discloser in accordance with this clause 3.

4 What is not confidential?

The Recipient does not have to treat information as Confidential Information to the extent that the information:

- a) is in or becomes part of the public domain, provided this is not due to any unauthorised disclosure or breach of confidence;
- b) is lawfully known to the Recipient or its Affiliates before receiving it from the Discloser;
- c) is or becomes available to the Recipient from another person who is in possession of it lawfully and is entitled to disclose it to the Recipient on a non-confidential basis;
- d) Confidential Information which must be disclosed pursuant to applicable Law, or by court order or other legal process; or
- e) Which is independently developed by the Receiving Party or any of its Affiliates provided that any persons developing same have not used the Disclosing Party's Confidential Information.

5 No representations or reliance

- 5.1 No representations, warranties, guarantees, express or implied, are made by the Discloser, its officers, agents, contractors, advisors or Affiliates as to the accuracy, content or completeness of the Confidential Information.
- 5.2 The Discloser, its officers, agents, contractors, advisors and Affiliates are not required to notify the Recipient, or provide any further information to the Recipient, if they become aware of any inaccuracy or incompleteness in the Confidential Information.
- 5.3 The Recipient must make its own assessment of all Confidential Information provided to it and satisfy itself as to the accuracy, content or completeness of that information, including without limitation any financial information or forecasts.
- 5.4 The Recipient must not rely upon any Confidential Information (whether written or oral) or any representations made by the Discloser, its officers, agents, contractors, advisors, or Affiliates in connection with the Approved Purpose.

6 Breach by Recipient

- 6.1 The Recipient understands that any breach of obligations under this agreement, or any unauthorised use or disclosure of Confidential Information, will cause harm to the Discloser and its Affiliates for which damages may not be an adequate remedy.
- 6.2 The Recipient acknowledges that the Discloser or its Affiliates may apply to a court for an order to seek specific performance or injunctive relief against the Recipient (or any Third Party Recipient) in relation to any breach or threatened breach of this agreement, in addition to seeking any other remedies that may be available to the Discloser or its Affiliates at Law or in equity.

7 Relationship of the parties

- 7.1 Unless the parties reach agreement in writing to pursue the Approved Purpose, neither party is bound to proceed with any course of conduct or transaction other than to comply with the terms of this agreement and no other legal relationship will exist between the parties.
- 7.2 For the avoidance of doubt, the parties agree that this agreement, and any discussions and disclosures made in connection with it, do not:
- a) create any joint venture, partnership, employment, association or any other commercial relationship between the parties and neither party makes any representation which states or implies that such a relationship will or does exist;
 - b) create any commitment to any relationship, contract, or future dealing between the parties;
 - c) authorise either party to act as the agent or representative of the other, or encourage either party to expend funds or other resources or incur any costs or other liabilities; or
 - d) prevent either party from conducting similar discussions or performing similar work to that being contemplated by the Approved Purpose, so long as such discussions or work do not breach this agreement.

8 General

- 8.1 This agreement may be varied only if both parties agree in writing. If the Discloser does not exercise a right at any time in connection with a default under this agreement, this does not mean that it has waived the right or cannot exercise it later.
- 8.2 If any provision of this agreement is determined to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.
- 8.3 Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party and any attempt to do so without such consent shall be null and void.
- 8.4 The headings and subheadings contained herein shall not be considered a part of this agreement.
- 8.5 The Recipient agrees and acknowledges that the Discloser enters into this agreement for itself and for the benefit of the Discloser's Affiliates who may also make Confidential Information available to the Recipient under this agreement.
- 8.6 This agreement is governed by the laws of Bulgaria. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them.
- 8.7 This agreement may be executed in counterparts including by facsimile, each of which is deemed to be an original. All counterparts when taken together are to be taken to constitute one instrument.
- 8.8 This agreement is the final, complete and exclusive agreement between the parties relating to the Confidential Information, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications relating to such subject matter.
- 8.9 In this agreement the singular includes the plural and vice versa, and a gender includes other genders.

9 Defined terms

In this agreement:

“**Affiliates**” means any entity, which is not a competitor of SEPA Cyber Technologies existing now or in the future, owning or owned by, either directly or indirectly, or controlling, controlled by or under common control with either Party, where control means to own or control over fifty percent (50%) of voting shares.

“**Government Agency**” means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local, and includes and any other person authorised by Law to give consents or impose requirements in connection with the subject matter of this agreement.

“**Law**” includes any:

- a) Law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency;
- b) statute, regulation, proclamation, ordinance or by-Law; or
- c) regulation or requirement of a competent stock exchange; or
- d) mandatory rule of professional standards (including an officer, employee or adviser of a party).