

## MUTUAL NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (the "**Agreement**") is made and effective as of this [ ] day of [ ], 20...., by and between **SEAVUS DOOEL** a company incorporated under the laws of **Macedonia**, with its principal headquarters at **33 A, 11 Oktomvri Street, 1000 Skopje, Macedonia** (with Registered No.5323983) (hereinafter "**Seavus**"), and [ ], born in [ ] address at [ ], Personal number: [ ] and ID number: [ ] (hereinafter "**Business partner**") both of which shall be jointly hereinafter referred to as "**Parties**", and singularly as "**Party**")

### 1. Purpose

In connection with a potential and/or continuing business purpose, collaboration, negotiations, exchange of documents and/or information in any form written and/or electronic and/or verbal which will or could lead to concluding an Engagement Agreement (the "**Business Purpose**"), the Parties have each disclosed certain Confidential Information (as subsequently defined) to each other or its officers, directors, employees, agents, or representatives (collectively, "**Representatives**"). Accordingly, the Parties mutually agree that the Party delivering Confidential Information (the "**Disclosing Party**") will disclose such Confidential Information to the Party receiving Confidential Information (the "**Non-Disclosing Party**"), under the following terms and conditions and only for the Business Purpose.

### 2. Definition

"**Confidential Information**" means all information obtained in connection with the Purpose in whatever format or media obtained (and whether verbal or written) which is marked or notified to the recipient as being confidential, or which in the normal course of business would be considered to be of a confidential nature, including but not limited to price quotes, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information disclosed by either of the parties. For purposes of this Agreement, any analysis, compilations, data, studies, or other documents or instruments containing or based, in whole or in part, on such information shall also be considered Confidential Information. Additionally, Confidential Information shall include the existence and substance of the discussions and negotiations between the Parties as to the proposed Business Purpose.

"**SEAVUS DOOEL**" for the purposes of this agreement and because of the nature of cooperation between the Parties, shall mean, include and be expanded to the company described in the headlines of this Agreement as well as to all companies which are part, owned and directly or indirectly controlled by Aricoma Group.

### 3. Non-Disclosure of Confidential Information.

3.1 The Non-Disclosing Party agrees that:

- a. The Non-Disclosing Party will keep the Confidential Information confidential, neither the Non-Disclosing Party nor any of its Representatives will disclose the Confidential Information in any manner whatsoever (except as specifically provided in this section), in whole or in part, or use it for any purpose other than the Business Purpose.
- b. The Non-Disclosing Party will transmit the Confidential Information only to those Representatives who need to know the Confidential Information in order to perform their functions.
- c. The Non-Disclosing Party agrees that it shall protect the confidentiality of, and take all reasonable steps and precautions to prevent unauthorized disclosure, acquisition, or use of the Confidential Information to prevent Confidential Information from falling into the public domain or the public literature, or to prevent it from falling into the possession of unauthorized persons or entities. Without limitations, the Non-Disclosing Party agrees to take the same steps and use the same methods and precautions to prevent the unauthorized disclosure, acquisition, or use of Confidential Information as the Non-Disclosing Party takes to protect its own secret, confidential, proprietary, and trade and technical information and data.
- d. The Non-Disclosing Party will promptly notify the Disclosing Party in writing of any misappropriation or misuse by any person or entity of Confidential Information that comes to the Non-Disclosing Party's attention or that the Non-Disclosing Party reasonably believes may have occurred at any time during the term of this Agreement.
- e. The Non-Disclosing Party will be responsible for any breach of this Agreement by the Non-Disclosing Party's Representatives.
- f. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit the Non-Disclosing party from: i) developing, making and marketing products or services which may be competitive with products or services of the Discloser; ii) providing products or services to others who compete with the Discloser; or iii) assigning and re-assigning its employees in any way it may choose

3.2 The undertakings contained herein shall not apply to:

- a) Any disclosures required to be made by law or required to be disclosed pursuant to a request or any supervisory, governmental or regulatory authority or statutory or external auditors, or
- b) Any disclosure required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country, provided, in each case that the written notice of such disclosure is given to the Disclosing Parties as soon as is reasonably practicable.

3.3 For the purposes of this Non-Disclosure Agreement, Information of the Disclosing Parties shall not be deemed to include information, which:

- a) Becomes generally available to the public other than as a result of the disclosure,
- b) Was available on a non-confidential basis prior to disclosure from a source other than the Disclosing Parties, provided that such source is not bound by a confidentiality agreement with the Disclosing Parties,

- c) Becomes available on a non-confidentiality basis from a source other than the Disclosing Parties, or
- d) Was known to the Disclosing Parties prior to disclosure.

**4. No Warranties**

4.1 The Confidential Information is provided by the Disclosing Party "AS IS" without warranty of any kind, including but not limited to any warranty of accuracy, completeness, or non-infringement, and without liability for any damages whatsoever relating to the Non-Disclosing Party's use of the Confidential Information, except as may be expressly stated in any other correspondence.

**5. No Licenses.**

5.1 Nothing in this Agreement is intended to grant the Non-Disclosing Party or any of its Representatives any rights under any patent, trademark, trade name, trade secret, copyright, or Internet domain name owned by or licensed to the Disclosing Party or owned by or licensed to any other person or entity.

**6. Term and Termination**

6.1 This Agreement shall become effective as of the date of its signature (effective date) and shall remain in force for a period of three (3) years.

6.2 This Agreement may be terminated earlier with respect to further disclosures upon (30) thirty days prior notice communicated in writing. The rights and obligations of the Parties with respect to Confidential Information accruing prior to termination as set forth herein shall, however, survive the termination of this Agreement.

**7. Miscellaneous**

7.1 Neither party may assign this Agreement and the rights and obligations in it without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

7.2 No failure or delay in exercising any right under this Agreement will operate as a waiver of such right and no right or remedy conferred herein is exclusive of any other right and each such right shall be cumulative.

7.3 Nothing contained in this Agreement shall constitute any commitment on behalf of either party to enter into any transaction with the other party.

**8. Governing Law; Entire Agreement; Jurisdiction and Venue; Amendment.**

8.1 This Agreement shall be construed in accordance with and governed by the laws of Macedonia.

8.2 This Agreement shall be interpreted and enforced in accordance with the laws of Macedonia.

8.3 It is expressly agreed that any and all prior understandings or agreements between the Parties relating to the subject matter of this Agreement, whether oral or written, are automatically cancelled upon and superseded by the execution of this Agreement.

8.4 Any and all claims, controversies or disputes arising out of or relating to this Agreement will be resolved by a court of competent jurisdiction exclusively with courts residing in Skopje, Macedonia.

8.5 The terms and conditions set forth herein may only be amended or modified via a written agreement signed by the Parties.

Agreed to:

By: Seavus DOOEL Skopje  
Name: Blagica Krsteva

(Signature)

Title: Managing director  
Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_  
Date: \_\_\_\_\_