

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made by and between Cleveroad Inc., having its principal office at Komsomolska St. 78, Dnepr, Ukraine, 49000 and

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and is entered into as of \_\_\_\_\_ To the extent either party discloses nonpublic information pursuant to this Agreement, it is the "Disclosing Party", to the extent either party receives nonpublic information pursuant to this Agreement, it is the "Receiving Party."

### 1. CONFIDENTIAL INFORMATION

(a) "Confidential Information" means non public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to the design and architecture of Disclosing Party's software products, released or unreleased Disclosing Party software or hardware products, business plans, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this Agreement.

(b) Confidential Information shall not include any information that:

(i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party;

(ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party;

(iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party;

or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without

limitation written or printed documents and computer disks or tapes, whether machine or user readable.

### 2. RESTRICTIONS

(a) Receiving Party shall not disclose any Confidential Information to third parties for three (3) years following the date of its first disclosure by Disclosing Party to Receiving Party, except to Receiving Party's consultants as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. In addition, except as otherwise required by law or securities exchange regulations, the parties agree that unless the purpose and scope of such disclosure is the subject of mutual agreement, the Disclosing Party will not, and will cause its representatives not to, disclose to any third party either the fact that Confidential Information has been made available to the Receiving

Party or that investigations, discussions or negotiations have been or are taking place concerning a possible transaction between the parties, or any terms, conditions or other facts with respect to any such matters, including the status thereof.

(b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

(d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party. Receiving Party may not use any Confidential Information to design, create, develop or manufacture (or retain others to design, create, develop or manufacture) software products which incorporate or which are based on Confidential Information of the other party.

### **3. RIGHTS AND REMEDIES**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevents its further unauthorized use.

(b) Receiving Party shall return all originals, copies reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### **4. MISCELLANEOUS**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) If either party provides pre-release software as Confidential Information or Confidential Materials under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers

shall be liable for any damages whatsoever relating to Receiving Party's use of such pre-release software.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(d) The parties undertake in the period of the business relationship and for two years after the termination of the business relationship not to poach employees directly or indirectly: hire them, petition, advise or recommend to a third party in order that given third party doesn't hire, give advice on hiring the Parties employees.

(e) Any contact information of potential customers received from the Disclosing Party, shall not be used by the Receiving Party for the direct or indirect collaboration with these potential customers, i.e., the Receiving Party shall not enter into business relations with the customer in any form without preliminary written agreement of Disclosing Party.

(f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(i) This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both parties. Neither party will be liable to the other for any of the costs associated with the other's efforts in connection with this Agreement.

In Witness whereof, the parties have executed this Agreement:

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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