

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made on _____ by and between the following Parties:

Party 1

Party 2

Address

Address

I. Recitals

WHEREAS, the Parties of this Agreement executed a contract named _____ on _____, and they wish to set forth the terms and conditions of Parties' non disclosure commitments via separate agreement.

Under this Agreement, each of the foregoing persons are hereinafter referred to individually "**Disclosing Party**" or "**Receiving Party**" according to whether they are the recipient or the revealer of confidential information.

WHEREAS, "**Disclosing Party**" shall mean the party to this Agreement that discloses Information, directly or indirectly to the Receiving Party.

WHEREAS, "Receiving Party" shall mean the party to this Agreement that receives the Information, directly or indirectly from the Disclosing Party.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings stipulated herein and subject to and on the terms hereinafter set forth, the Parties hereby agree as follows:

II. Confidential Information

- The term **Confidential Information** for the purpose of this Agreement shall mean all kinds of information, inventions, works, methods, advancements and patents, copyrights, trademarks, trade secrets disclosed by one of the parties to the workers, agents or employees of the other party, even if they are not subject to legal protection, all commercial, financial, technical information, subscription and speaking information that the parties will learn through written or verbal means during the commercial relationship between them are considered confidential information.
- Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that Confidential Information shall not include publicly available information and information that must be disclosed pursuant to applicable laws or regulations, or a court order or administrative order.

III. Protection of Confidential Information

The parties are obliged to disclose their confidential information to each other to the extent required by their relations. Each of the parties agrees and undertakes that they cannot be held responsible for incomplete or inaccurate information disclosed to them by the other party.

The parties declare this Confidential Information disclosed to them by the other party;

- a) protect in great secrecy,
- b) not to give and/or make public in any way to any 3rd party,
- c) undertake not to directly or indirectly use it for purposes other than the purposes of the commercial relationship between them.

The Parties agree and undertake to show the same care in protecting the confidential information of the other party as they do in protecting their own confidential information. The parties can only give this information to their workers, sub-employees and other people who need to learn this information in obligatory cases, but they warn their workers, sub-employees and other people

working under them regarding the confidentiality of the information. The parties accept and undertake in advance that their workers, sub-employees and other persons working under them will not act in breach of their contractual obligations and that they will be directly responsible if they act in such a way.

IV. Violation of this Agreement

When one of the Parties becomes aware that the confidential information of the other party has been disclosed in violation of the contract by the persons for whom it is responsible, it is obliged to notify the other party immediately and in writing.

The party, whose confidential information has been disclosed in violation of the contract, has the right to apply to all legal remedies and to demand the compensation of all kinds of damages from the other party, upon this notification or by itself, at the expense of the other party.

V. Return of the Materials Containing Confidential Information

Any material containing confidential information is immediately returned to the party to which this information belongs, upon the termination of the commercial relationship between the parties or this confidentiality agreement and upon the written notice of the other party.

VI. Disclosure of Confidential Information

Neither party can transmit confidential information to third parties, distribute it in any way or by any means, disclose it through media organs and media outlets, or use it for advertising purposes, without the written consent of the other.

VII. Term and Assignment

This Agreement enters into force from the date of signature and remains in effect unless terminated jointly by the parties. Even if the commercial relationship between the parties ends, the confidentiality obligations in this contract will continue to be valid. This agreement or any right herein is not transferable in whole or in part.

VIII. Partial Invalidity

If any of the articles of this Agreement is deemed invalid or canceled, this will not affect the validity of the other articles of this Agreement.

IX. Amendment

This Agreement supersedes all written and oral agreements that may have been made by the parties before, especially regarding confidentiality. Amendments to this Agreement shall only be made in writing and mutual consent of the Parties.

X. Notifications

Any notifications to be sent under this Agreement shall be in written form and delivered to the other Party's address indicated in this Agreement.

XI. Governing Law

_____ courts and execution offices are authorized in the interpretation of this Agreement and in all disputes that may arise due to this Agreement _____ law is applied.

Name and Signature of Party 1

Name and Signature of Party 2

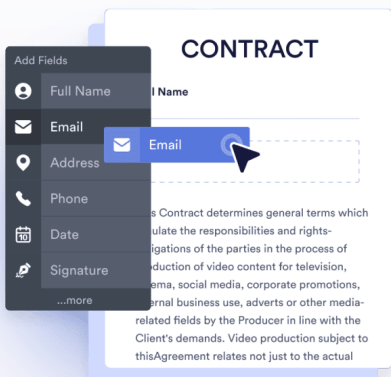


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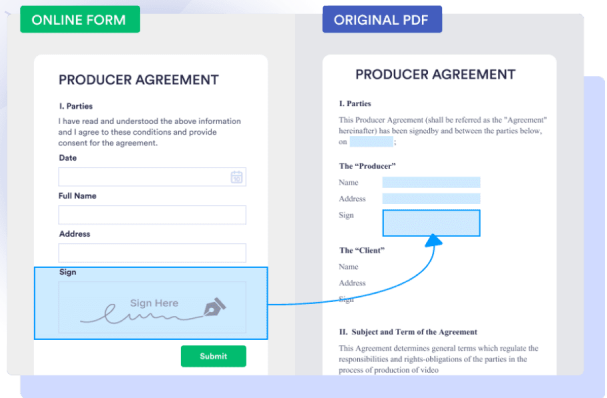
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