

NON-DISCLOSURE AGREEMENT

1. THE PARTIES

1.1. **COMPANY S.R.L.** headquartered in XXXXXXXX, str. XXXXXXXX, nr. xx, tel./fax +40 xxx.xxx.xxx / +40 xxx.xxx.xxx, registered at the Trade Register under no. Jxx/xxx/20xx, Tax-ID-No.: xxxxxxxx, bank account no. ROxxxxxxxxxxxxxxxx opened at XXXX BANK, represented by First and Last Name, as managing director, hereinafter referred to as **Beneficiary**,

and

1.2. **ASTIMP IT SOLUTIONS S.R.L.**, headquartered in str. Ovidiu nr. 15, bl. LC5, sc. 1, ap. 1, 800084 Galați, jud. Galați, registered at the Trade Register under no. J17/391/2015, CUI: 34287108, bank account number IBAN no. RO32BACX0000001662885000, opened at UNICREDIT BANK SA, represented by Toma-Alexander STUHMULLER, as managing director, hereinafter referred to as **Provider**

in order to facilitate as much as possible the discussions between the parties and for the parties to receive orally, visually or in writing, from each other certain commercial, financial and / or technical information under conditions that protect the confidentiality and ownership of such information,

agreed the following:

2. THE MEANING OF SOME TERMS

2.1. „**Confidential information**” is all information or data (whether provided orally, visually, in writing or in any form or by any means) that is directly or indirectly disclosed at any time during the period in which this Agreement is in force, or made available to the **Provider** by the **Beneficiary**, regardless of whether the disclosure is written or verbal. Notwithstanding the general nature of the preceding definition, the term confidential information includes information contained in and / or found from evidence, letters, documents, projects, manuals, CD-ROMs, disks, disks, computer programs, technical and verification reports, proposals, financial and legal information; any information regarding the **Beneficiary's** operations, processes, procedures, plans, intentions, products and services, know-how, intellectual property and intellectual property rights, market opportunities, customers or other commercial business; any organizational, marketing, production plans (including new products and / or technology plans), business strategies, lists of partnerships and strategic partners, financial information (including information on the financial authorities and banks of the party concerned), technical information or other information, customer lists (current or potential customers), trade secrets, know-how, design and documentation of products,

materials and means and amount, associated with trade or equivalent secrets, and accidental and / or information obtained by the goodwill of the clients of the **Beneficiary** in any form that is not already known to persons not connected with the **Beneficiary**, even if it is obtained free of charge or without considerable consumption of work, skill or money.

Notwithstanding the above definition, "confidential information" does not include that information that was publicly known or made public without violation of this Agreement or developed without using the information received below or obtained by legal methods and means at the time of disclosure that may be evidenced by a written report, sufficient to justify such an acquisition.

2.2. „**The Provider**” is the party that receives the confidential information, including any employee, officer, adviser, agent or third party acting on behalf of the **Provider**.

2.3. „**The beneficiary**” is the party that discloses the information, including any employee, officer, adviser, agent or third party acting on behalf of the **Beneficiary**.

3. PURPOSE OF THE AGREEMENT

3.1. The purpose of this Agreement is to ensure the confidentiality of all "confidential information" received by the **Provider** from the **Beneficiary**, regardless of the means and carriers through which they are transmitted and regardless of the form in which they are rendered, as indicated above.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. **The Provider** agrees to and undertakes the following:

a. **The Provider** shall not use any confidential information of the **Beneficiary** (or part thereof) for any purpose other than that of the execution of this Agreement;

b. **The Provider** must keep the **Beneficiary's** confidential information fully secure and consider it exclusive by protecting it with the same diligence that the **Provider** applies to its property and its secret of such importance, but in no case less than the reasonable, ordinary diligence;

c. **The Provider** must not reveal, disclose, provide access, make public or available or allow access or other form of provision, directly or indirectly, in any form, certain confidential information to any third party or person, organization or individual, who does not it is authorized and / or presumed to have access to or know confidential information;

d. **The Provider** shall use the **Beneficiary's** confidential information only for the purpose set out in this Agreement;

e. **The Provider** shall not copy, reproduce or permit the confidential information to reach a third party, unless it is reasonably necessary for the purpose of this Agreement. Copies or reproductions are the property of the **Beneficiary** and must be considered confidential in accordance with the terms of this Agreement;

f. If it is necessary to disclose certain confidential information to a third party, the **Provider** must obtain the prior written consent of the **Beneficiary** regarding that effect and conclude a non-disclosure agreement with the third party for the purpose of protecting such information;

g. **The Provider** must oblige its staff members who can access such information to strictly comply with the obligations assumed by it;

h. After the termination of the agreement the **Provider** must, within 30 days, submit to the **Beneficiary** all the confidential information and all the documentation, the materials and the means that can include such confidential information and any copies thereof;

i. If the **Beneficiary** requests it, the **Provider** shall without delay and at the request of the **Beneficiary** destroy at his expense all documents and other materials in his possession, keep or control (including any copies and reproductions thereof), and provide the **Beneficiary** with a certificate of such destruction, signed by a responsible official.

4.2. If the **Provider** justifies a reasonable need to disclose confidential information by being obliged, within a legal, judicial or administrative procedure, the **Provider** must within a reasonable time notify the **Beneficiary** in writing of this fact. Furthermore, the **Provider** must provide the **Beneficiary** with any assistance that would enable the **Beneficiary** to find a protection measure or aid to prevent or limit the disclosure of such confidential information.

4.3. Each party acknowledges and undertakes that, in no case, this Agreement can be interpreted in the sense in which it transfers ownership of the information from the **Beneficiary** to the **Provider**. Such information should only be used in connection with the execution of the agreement.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

5.1. The confidentiality obligations of this Agreement do not apply to any confidential information of the **Beneficiary** insofar as it is:

5.1.1. is publicly known otherwise than by breach of this Agreement by the **Provider**;

5.1.2. was independently developed by the **Provider**;

5.1.3. was already known to the **Provider** before being disclosed by the **Beneficiary** and was unrestricted;

5.1.4. was subsequently received legally by a third party and is unrestricted;

5.1.5. **The Provider** was required to disclose such information by a court decision, or by a judicial, governmental or competent authority, provided that the **Provider**, as soon as possible after being asked to disclose, notifies the **Beneficiary**. The **Provider** is entitled to provide such confidential information to the **Beneficiary** as is necessary to comply with the respective decision or request;

5.1.6. The **Beneficiary** approved the disclosure of such confidential information by written consent.

5.2. The burden of proof of the exceptional situations mentioned in point 5.1. above is the responsibility of the party invoking them.

6. DURATION

6.1. The date of entry into force of this Agreement is the date on which the last signature of the parties is applied.

6.2. This agreement is concluded for a period of 3 (three) years. It can be denounced for good reasons, by written notification, in compliance with a notice period of 30 calendar days.

6.3. The obligations of the parties set forth herein regarding confidential information continue and after the termination of the agreement for a period of 5 (five) years as of the date of its termination.

6.4. The commitments shown are also binding on any associates, subsidiaries or successors of the parties and will continue to take effect for as long as the Agreement is in force or until the permission to release or issue a press release regarding confidential information is specifically granted in writing by the **Beneficiary**.

7. AUTHORISED PERSONAL

7.1 The **Provider** must limit the circulation and disclosure of confidential information within its organization to its directors, officers and employees or agents having a "need to know" for the purpose set out in this agreement (hereinafter "Authorized Person").

7.2. The **Provider** shall ensure that each authorized person is informed and subject to the confidentiality obligations set out in this agreement and is responsible for any breach of the confidentiality obligations provided by this agreement by such Authorized Persons and must apply such obligations at his own expense to the reasonable request of the **Beneficiary**.

8. THE RIGHT TO PROPERTY AND OTHERS

8.1. All confidential information provided by one party to the other under this Agreement shall in all cases be and remain the property of the **Beneficiary** or its accreditors, as the case may be.

8.2. The parties agree that the **Provider** does not indirectly or otherwise acquire a right, title or license in connection with the confidential information disclosed to the **Provider** as a result of this Agreement, except as expressly set forth herein.

9. COMMERCIAL LINKS

9.1. During the term of this Agreement, the **Provider** may not conclude or negotiate any business on his behalf or on behalf of a third party with a client or potential client of the **Beneficiary**, when the **Beneficiary's** direct agreements with such a client are related to confidential information and are part of the ordinary activity carried out by the **Beneficiary**.

10. COMPENSATION

10.1. The disclosure of any confidential information to a third party, not expressly authorized in accordance with this Agreement, could cause the **Beneficiary** a serious disadvantage and could cause material or other damage that is irreparable to **the Beneficiary's** business and therefore entitle the **Beneficiary** to obtain an immediate remedy along with all other legal remedies.

10.2. Either party (the "guilty party") must fully compensate the other party for all losses, costs, damages and expenses (including legal fees) incurred by the other party as a result of any breach of this provision by the guilty party.

10.3. All information is provided "as is". The **Beneficiary** does not provide guarantees, directly, indirectly or otherwise, regarding the accuracy, completeness or functionality.

11. LAW AND DISPUTE SETTLEMENT

11.1. This non-disclosure agreement must be interpreted in accordance with the substantial Romanian law.

11.2. Any misunderstandings or disputes regarding this confidentiality agreement or execution agreements must be resolved amicably by the parties. An attempt to reach an agreement must be considered unsuccessful as soon as one party notifies the other in writing.

11.3. If the parties do not agree, the dispute will be settled by the competent courts in Bucharest.

12. OTHER

12.1. This Agreement constitutes the entire agreement between the parties on the subject matter described herein and eliminates and supersedes any other written or verbal agreements or understandings relating to the subject matter.

12.2. Amendments or alterations to this agreement only take effect when they are made in writing and signed by the parties.

12.3. If a certain clause of this agreement would be legally ineffective, or, for legal reasons, inapplicable, the validity of these clauses will not be affected. In such a case, the parties must by mutual agreement replace the provision in question with another provision considered to be broadly equivalent in economic and contractual terms.

12.4. The failure or delay of either party, at any time, to exercise a right under a provision of this article, does not limit and does not operate as derogation therefrom, nor does the single or partial exercise preclude or limit any other exercise or its future exercise at any time.

12.5. This Agreement obliges and produces effects on the respective party and on its legal successors, as well as on the acquirers / assignees. If a party is subject to absorption, merger or other reorganization, that party must ensure that its rightful successor is also bound by this Agreement, as if it were a party to this

Agreement. Subject to the foregoing, this Agreement and the rights and obligations cannot be assumed by a third party without the written approval of the other party.

13. COMMUNICATION

13.1. Any communication between the parties regarding the performance of the contract must be sent in writing.

13.2. Any written document must be registered upon both transmission and receipt.

13.3. Communications between the parties may also be made by telephone, telex, fax or e-mail, provided that the receipt of the communication is confirmed in writing.

The parties guarantee that the appointed representatives, whose signatures are applied below, have been and are invested at the date of the conclusion of this contract with all the legal power to sign and execute this fact.

This Agreement was drafted and signed today, 31.10.2019 in 2 (two) original copies, one for each party, both having the same probative force.

BENEFICIARY,

PROVIDER,