

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

WHEREAS, one party _____, a business entity whose address is Central

- and another party IndexCode srl, Represented by Mr. Pavel Komarov, (Hereinafter referred to as “PARTNER”), a business entity whose address is piazza Guido Rossa 12, Savona, Italia, 17100.

- contemplate entering into a business relationship, and,

WHEREAS, in order for _____ and PARTNER to evaluate or enter into any business relationship, each party (hereinafter, a “Discloser”) will disclose to the other party (hereinafter, a “Recipient”) certain Confidential Information (as defined below),

IT IS HEREBY AGREED, in consideration of its receipt of such Confidential Information from the other party, and of the prospective business relationship, each party agrees as follows, effective as of the date of the last signature to this agreement below:

1. “Confidential Information” means any proprietary, confidential and/or trade secret information of Discloser and/or others possessed by Discloser relating to, but not limited to, Discloser’s products, services, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, or actual or contemplated business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents including those in Braille format, photographs and drawings, and intangible media such as diskettes, CD’s, DVD’s and any recording media such as solid state recording devices, and other magnetic or electronic data), or orally, visually or tactilely or in other non-documentary form (including, but not limited to, presentations, displays or inspection of writings, designs, drawings, photographs, models, prototypes, samples, or facilities). Tangible objects, materials or media in which Confidential Information is embodied are referred to in this Agreement as “Confidential Materials”.

2. Recipient (a) will not disclose Confidential Information except to its employers, or to potential suppliers or subcontractors which Disclosure has been approved in advance, in each case only to the extent necessary to achieve the purposes contemplated by this

Agreement and only to persons legally bound by written agreement or otherwise to comply with Recipient's obligations under this Agreement, (b) will not use Confidential Information except for the purposes contemplated by this Agreement, (c) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (d) will make copies of Confidential Materials only as needed for such purpose, all of which shall include existing markings indicating that they are Confidential Information of Discloser, or shall have such markings supplied by the Recipient. These obligations will continue in effect for five (5) years after the date of disclosure.

3. Confidential Information disclosed in documentary form shall be stamped "Confidential Information of _____" or stamped "Confidential Information of PARTNER", as appropriate, or in some other manner clearly indicating that it is confidential or proprietary. Discloser must confirm by written notice to Recipient within thirty (30) days of disclosure that Confidential Information disclosed orally, visually, or in any other non-documentary form is "Confidential Information".

4. Upon termination of discussions concerning the possible business relationship or upon Discloser's request, Recipient will return or, upon requesting and receiving written authorization of Discloser, destroy all Confidential Materials.

5. Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than the result of the Recipient's violation of this Agreement; (c) was in Recipient's possession when disclosed and was not acquired directly or indirectly from Discloser; (d) is shown by written evidence to have been developed by Recipient independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from Discloser.

6. Recipient will notify Discloser immediately of any breach of this Agreement of which it becomes aware, and will assist and cooperate with Discloser in minimizing the consequences of such breach. If Recipient is required by order of any court of competent jurisdiction, by and government agency, by any applicable law, rule or regulation, or by any applicable stock exchange or stock association rule, to disclose Confidential Information, Recipient shall notify Discloser of the requirement prior to such disclosure and as soon as possible, but in no event later than two business days after learning of such requirement, to provide Discloser a reasonable opportunity to protect its Confidential Information by protective order or other means.

7. Either party will sustain irreparable harm by a breach of this Agreement for which money damages alone would not be an adequate remedy. Each party therefore agrees that, in the event of a threatened, actual, or continuing breach of this Agreement, Discloser shall be entitled, without prejudice to all other available remedies, to immediate injunctive or other equitable relief. Recipient shall indemnify and hold Discloser harmless from any damages, losses, costs, and expenses, including reasonable attorney fees, arising from any breach of

this Agreement.

8. This Agreement is the complete and exclusive agreement of the parties with respect to this subject matter, supersedes all prior and contemporaneous written or oral understanding relating thereto, and shall survive the expiration or termination of any other agreement.

9. This Agreement shall be construed under the laws of Switzerland; all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Geneva, Switzerland, in accordance with UNCITRAL arbitration rules by one arbiter appointed by the UNCITRAL PCA in The Hague.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

_____ PARTNER

Date: _____ 2024

By:
.....

Date: _____ 2024

By:

AUTHORIZED PERSONS ACCORDING TO SECTION 2.B

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____