

## **MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Below is the content of our standard **Mutual Confidentiality and Non-Disclosure Agreement** – the basis upon which we engage with any potential customers and/or partners.

**NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY.**

By clicking the **“I ACCEPT”** button, you and the legal entity you represent (“Recipient/Discloser” of the Confidential Information) acknowledge that you have read, accepted and are bound by all the terms and conditions of the following Agreement from **EXINN Technology Center Ltd.**, (“Discloser/Recipient” of the Confidential Information), headquartered at Papa Gjon Pali II Ave., Innovation Hub, 3rd floor, Nj.B. 2, Tirana, Albania, with registration number 161611008S.

During the term of this Agreement, each Party may be a Discloser with regard to some Confidential Information, and a Recipient with regard to other Confidential Information.

In consideration of the foregoing, the Parties agree as follows:

### **1. DEFINITIONS**

1.1 **“Confidential Information”** shall mean all information provided by the Discloser to the Recipient with respect to Intellectual property such as creations of the mind, know how, trade secret, intellectual assets, business method, inventions, patents, trademarks, industrial designs, specifications, software programs, samples, copyright, literary and artistic works, symbols, names, images, designs etc., used in commerce, which are marked with an indicator such as “Confidential” or “Proprietary”.

1.2 Confidential Information shall not include any of the following:

- (a) in the public domain at the time of the disclosure, or that subsequently comes in the public domain without any breach of confidentiality by the Recipient;
- (b) in the possession of the Recipient at the time of disclosure (demonstrated by business records of the Recipient) and was not acquired, directly or indirectly, from the Discloser;
- (c) developed by the Recipient wholly independently, as a result of its own efforts, and without knowledge or benefit of the Confidential Information;
- (d) rightfully received by the Recipient from a third party without any obligation of confidentiality.

### **2. NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

2.1 The Recipient agrees to:

- (a) receive and maintain the Confidential Information in confidence, and utilize best efforts to protect and safeguard the Confidential Information from loss, theft, destruction, or the like, and promptly notify in writing the Discloser in the event of an occurrence;
- (b) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any individual or entity without the express written consent of the Discloser;
- (c) limit the internal dissemination and disclosure of the Confidential Information received from the Discloser to those officers and employees, if any, of the Recipient who have a need to know and an obligation to protect it;
- (d) not reproduce, use or utilize the Confidential Information or any part thereof, in any form, or as a basis for the design or creation of any method, system, apparatus, prototype or device similar to any method, system, apparatus, prototype or device embodied in the Confidential Information without the express written consent of the Discloser.

### **3. RETURN OF CONFIDENTIAL INFORMATION**

3.1 All the Confidential Information provided and disclosed by the Discloser to the Recipient shall remain the property of the Discloser. At any time upon the Discloser's written request, the Recipient is under the obligation to return all the Confidential Information to the Discloser within 15 days, without retaining any copies, and where applicable, arrange safe and secure deletion of the Confidential Information from the databases and computers, and confirm in writing such deletion to the Discloser.

3.2 Upon completion of reviewing the Confidential Information provided by the Discloser, and when the Recipient has made a decision not to cooperate with the Discloser, the Recipient is under the obligation to return all the Confidential Information to the Discloser without retaining any copies, and where applicable, arrange safe and secure deletion of the Confidential Information from the databases and computers, and confirm in writing such deletion to the Discloser.

#### **4. NO LICENSE**

4.1 By virtue of disclosing Confidential Information, no grant of license or any right is conferred by the Discloser to the Recipient, either expressly or by implication related to the Confidential Information or other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Confidential Information are the exclusive property of the Discloser.

#### **5. TERM OF THE AGREEMENT**

5.1 The term of this Agreement shall be for a period of 3 (three) years from its Effective Date. However, the obligations of the Recipient regarding the non-disclosure and confidentiality of the Confidential Information shall survive any prior termination of the Agreement and shall remain in effect for a period of 5 (five) years from the Effective Date of this Agreement.

#### **6. GOVERNING LAW**

6.1 This Agreement shall be construed, interpreted and governed in accordance with the Albanian legislation.

#### **7. ARBITRATION**

7.1 The Parties to this Agreement shall use all reasonable efforts to resolve any disputes, controversies or differences arising out of or relating to this Agreement amicably and through negotiations. Such negotiations shall begin immediately after one Party has delivered to the other Party a written request for such negotiations. If within 30 (thirty) days following the date on which such notice is given, the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of any Party, with notice to the other Party.

7.2 The dispute shall be settled by arbitration conducted by the Commercial Arbitration Court of Albania, in accordance with the rules thereof, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof.

#### **8. ENTIRE AGREEMENT**

8.1 This Agreement sets forth all of the agreements, conditions and understandings between the Parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by the Parties.

8.2 The provisions of this Agreement are independent of and separable from each other, and if any provision of this Agreement for any reason shall be declared invalid, illegal or unenforceable in whole or

part, such provision shall be severed and all remaining provisions of this Agreement shall continue in full force and effect.

Last updated: July 2017