MUTUAL NON-DISCLOSURE AGREEMENT

**This Mutual Non-Disclosure Agreement** (the "Agreement") is entered into this \_\_\_DATE\_\_\_\_\_\_\_, 2016 (“Effective Date”) by and between **Maxpay Limited** with its office located at **Villa Ichang no. 16, Triq Mons Alfredo Mifsud, Ta’ Xbiex XBX 1063, Malta** and **\_COMPANY NAME (with legal form)\_\_\_\_\_\_\_\_\_\_** with its office located at **\_\_\_\_COMPANY ADDRESS\_\_\_\_\_\_** collectively referred to herein as the “Parties” and individually as the “Party”.

The Parties wish to disclose to each other and to receive from each other, from time to time, certain confidential information connected with discussions a potential business transaction of mutual interests of the Parties (hereinafter “the Purpose”).

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

"Confidential Information" as used in this Agreement shall mean any non-public or proprietary information (including any and all technical and non-technical information) disclosed orally or in writing from the Effective Date by one Party (a "Disclosing Party") to the other Party (a "Receiving Party") and shall include, without limitation: (a) technical information, trade secrets, works of authorship, trademarks, inventions, know-how, techniques, design, software programs, software code and software source documents; (b) marketing information, information regarding research, development, new service offerings, products, services, marketing and selling plans; (c) financial information, business plans, budgets and unpublished financial statements, (d) commercial information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, licensing and distribution arrangements, prices and costs and suppliers and customers, (e) staffing information; (f) information of, or provided by, Disclosing Party, its Affiliates or any of their Representatives, and also includes the fact that such information has been provided by the Disclosing Party, the fact that the Parties are discussing the Purpose and any terms, conditions or other facts with respect to the Purpose, information about agreements between the Parties. A "Representative" of a Party means any of its directors, officers, employees, agents, and advisors (including attorneys, accountants and consultants). An "Affiliate" of a Party means any party controlling, controlled by or under common control with such Party.

1. Each Receiving Party agrees that it will not make use of, reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party, except to the extent necessary for the Purpose. The Receiving Party will use Confidential Information solely for the Purpose and not for another purpose and will protect such Confidential Information from unauthorized use and disclosure.
2. Each Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its affiliates, employees, contractors and agents who need to know such Confidential Information.
3. Each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and represents that it exercises at least reasonable care to protect its own Confidential Information.
4. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or (e) is developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure so that the Disclosing Party may seek an appropriate protective order with the reasonable assistance of the Receiving Party, and/or waive compliance with the terms of this undertaking, at the Disclosing Party's absolute discretion. If such order or waiver is not timely obtained, only such portion of the Confidential Information as specifically required shall be disclosed.
5. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and nothing in this Agreement including the disclosure of any Confidential Information pursuant hereto shall be construed as granting to the Receiving Party any rights, by license or otherwise in or to any of Disclosing party’s patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.
6. Receiving Party may disclose Confidential Information to its Representatives who have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose and for no other purpose; provided that each Representative has been first informed by Receiving Party of the use and confidentiality requirements contained herein and have agreed in writing to be bound by such requirements, and provided further that Receiving Party will remain responsible for any noncompliance with such terms by its Representatives. In addition to the foregoing, Receiving Party will take all other reasonable steps to protect Disclosing Party’s Confidential Information, applying at least the same security measures and level of care as it employs to protect its own confidential information and trade secrets of like nature.
7. Upon Disclosing Party’s request, Receiving Party will promptly (a) cease all use of all Confidential Information and (b) at Receiving Party’s election, either return to Disclosing Party or destroy all tangible items and embodiments containing or consisting of Disclosing Party’s Confidential Information as well as copies thereof (including electronic copies); provided that Receiving Party shall not be required to destroy any generally inaccessible electronic data preserved on backup systems in the ordinary course as part of its standard backup procedures, and Receiving Party shall be entitled to retain a copy of any Confidential Information solely for compliance purposes as required by applicable law or regulation; provided further that any such retained Confidential Information shall continue to be protected by the terms of this Agreement (notwithstanding its termination or expiration) for so long as it remains Confidential Information hereunder.
8. All Confidential Information is provided by Discloser “as is” and neither Party makes any representations or warranties as to the accuracy or completeness of the Confidential Information
9. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
10. Neither this Agreement, nor the disclosure of any Confidential Information: (a) shall imply any promise or confirm any intention of either Party to enter into any contract or other business relationship, or (b) to purchase any product(s) or service(s) of one Party by another Party, its affiliated companies, or (c) any commitment by either Party or its affiliated companies with respect to the present of future development, production, or distribution of any product(s) or service(s) with another party, or (d) does not create an express or implied obligation to compensate the other party for the exchange of information under this Agreement, nor (e) is it an inducement or solicitation for either Party to spend funds or resources or change their organization, business, practice, services or products, or (f) does not prevent either Party from undertaking similar efforts or discussion with third parties. No such agreement to do any of the foregoing will be made or binding unless and until stated in a writing signed by both Parties.
11. The Disclosing Party understands that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to the Disclosing Party’s Confidential Information. This Agreement shall not in any manner affect or limit either Party’s present or future business activities of any nature, including business activities which could be competitive with those of the other Party, subject to the other Party’s obligations under Section 1 of this Agreement.
12. Notwithstanding the cessation of discussions, or the successful completion of a potential business relationship, Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement for a period of three (3) years from the date of mutual execution of this Agreement.
13. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of Malta. The courts of Malta shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The Parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.
14. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.
15. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth above or such other address as either Party may specify in writing.
16. It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

 This Agreement may be signed by facsimile or in Portable Document Format (.PDF) and in counterparts, each of which counterpart shall be deemed an original, and all of which counterparts when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the Effective Date.

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| **\_\_\_\_\_ COMPANY NAME (with legal form)\_\_\_\_\_\_** |  **Maxpay Limited** |
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| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **Name:** \_\_\_\_NAME of legal representative  | **Name:** Artem Tymoshenko |
|  |  |
| **Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title:** Director |