MUTUAL NON-DISCLOSURE AGREEMENT

AGREEMENT made as of 10. february 2023 by and between SIA ASYA, reg. no. 40203171916, corporation with its principal executive offices located at Pils iela 17, Ventspils, Latvia, LV-3601 and SIA PERUZA, reg. no. 40003039237, "Lejasrandoti", Mucenieki, Ropažu pag., Ropažu nov., Latvia, LV-2137 (“Parties”).

WHEREAS, the Parties to this Agreement wish to explore a business relationship between themselves; and

WHEREAS, in order for the Parties to explore this relationship, it is necessary for the Parties to disclose certain of their confidential, proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean any information and data of a confidential nature, whether oral or written, including but not limited to proprietary, technical, developmental, marketing, sales, operating, planning, performance, cost, pricing, business process, employee, customer or supplier information, as well as business practices, business relationships, marketing plans, products, systems, discoveries, designs, ideas, concepts, inventions, technical know-how, software, program flowcharts, file layouts, trade secrets and source codes. In addition, all record-bearing media containing or disclosing any of the foregoing that is disclosed pursuant to this Agreement shall be “Confidential Information.”

2. The Parties agree to exchange certain Confidential Information with one another for the sole purpose of evaluating the same to determine their respective interests in a mutually-attractive business arrangement.

3. All Confidential Information exchanged between the Parties pursuant to this Agreement:

(a) Shall not be distributed, disclosed or disseminated in any way or form by the receiving party to anyone except its own employees who have a reasonable need to know said Confidential Information;

(b) Shall be treated by the receiving party with the same degree of care as is used with respect to the receiving party’s own information of like importance that is to be kept secret, but in no event less than reasonable care. The receiving party shall be liable for disclosure of Confidential Information of the disclosing party only if such care is not used. The burden shall be upon the receiving party to show that such care was used;

(c) Shall not be used by the receiving party for its own purposes, except as otherwise expressly stated herein, without the express prior written permission of the disclosing party; and

(d) Shall remain the property of and, if in written or other tangible form, be returned to, the disclosing party (along with all copies thereof) within 30 days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned.

4. The obligations of Paragraph 3 shall not, however, apply to any information which:

(a) Is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party;

(b) Was in the receiving party’s possession prior to receipt from the disclosing party, as proven by the receiving party’s written records;

(c) Is received by the receiving party from a third party free to disclose such information to the receiving party;

1. Is subsequently independently developed by the receiving party, as proven by its written records; or
2. Is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that the receiving party shall notify the disclosing party of such.

5. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

6. The Parties shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate either party to disclose to the other party any particular information.

1. The Parties hereto shall not be obligated to compensate each other for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information, or any use thereof, except as otherwise expressly provided for herein.
2. Neither of the Parties shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials which may accompany the disclosure shall not result in any obligation to grant the receiving party rights therein.

9. Each Party understands that the other may develop Confidential Information internally, or receive information from other parties that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation that a Party will not independently develop products that compete with the products or systems contemplated by the Confidential Information.

10. This Agreement shall be effective as of the date set forth above. It may be terminated with respect to further disclosures upon 30 days’ prior written notice. This Agreement shall automatically terminate 3 years from its effective date, except that with respect to Confidential Information that meets the definition of a trade secret under applicable law, the confidentiality obligations shall continue for so long as such Confidential Information continues to meet such definition. The rights and obligations accruing prior to termination, as set forth herein, shall, however, survive the termination as specified in this Agreement.

11. Each party acknowledges that money damages would not be a sufficient remedy for breach of this Agreement and the disclosing party shall be entitled to seek preliminary and permanent injunctive relief for any such breach without having to prove actual damages, which rights shall be cumulative and in addition to any other rights or remedies to which the disclosing party may be entitled at law or in equity. If enforcement of the obligations herein is required, the receiving party shall reimburse the disclosing party for all reasonable costs and expenses, including attorneys’ fees, incurred by the disclosing party in this regard.

12. Each of the Parties warrants and represents that it possesses all necessary powers, rights and authority to make the disclosures subject to this Agreement lawfully.

13. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement is made subject to and shall be construed under the laws of the Commonwealth of Virginia, except those relating to conflict of laws.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives as of the dates written below.

**SIA ASYA** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **SIA PERUZA**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_Evalds Urtans\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_Roberts Dlohi \_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_CEO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_CEO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_