

Non Disclosure Agreement

This agreement is made effective on Thursday, April 09, 2016.

Between:

(1) **Codcow LLC** whose registered office is at 4 Velyka Vasylykivska street, Kiev, Ukraine (“the Company”); and

(2) : _____ whose registered office is at _____ (“the Recipient”)

1.1 The parties acknowledge that in order for them to fulfill the Specified Purpose each will be required to disclose to the other certain technical, commercial or otherwise information and data (“Confidential Information”) which is both proprietary in nature and of substantial value to the parties.

1.2. As a result of the possible irreversible damage and substantial commercial loss to the parties if such information was to lose its confidentiality, it is a condition of the disclosure of such Confidential Information to each party that the parties agree to maintain the confidentiality of such information in accordance with the terms of this Agreement.

1.3 The Recipient and the Company wish to liaise with each other for the purpose of business development (“the Specified Purpose”).

The Confidential Information shall be defined as any information, which emanates directly or indirectly from the Recipient or the Company. This shall include, but not be limited to, any business, financial, operational or other commercial information whatsoever (including trade secrets, know-how and client names, data and contact details), any technical information including, but not limited to, specifications of systems or software or any drawings, designs, ideas or proposals.

3.1 In consideration of either one or both of the parties disclosing Confidential Information to the other the recipient of such Information hereby undertakes that:

3.1.1 Any Confidential Information disclosed by either of them, or by any person acting on their behalf to the other, is confidential to the disclosing party. Both parties will establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the Confidential Information and to prevent unauthorized access.

3.1.2 Neither party shall, without the prior written consent of the other, disclose to any third party any Confidential Information that it shall acquire from the other party for the Specified Purpose.

3.1.3 The Confidential Information shall only be made known to such employees and subcontractors of the parties who need to have access to the Confidential Information to properly perform their duties in connection with the Specified Purpose. The Parties shall ensure that such employees and sub-contractors are aware of their obligations concerning Confidential Information and shall use their best endeavors to ensure that their employees abide by such obligations.

3.1.4 The parties may exchange Confidential Information with each other for the Specified Purpose and the recipient of the Confidential Information will make no use of this Information other than directly in connection with the Specified Purpose.

3.2 Although all the documents containing the Confidential Information may not be marked as such they shall nevertheless retain their confidential nature.

3.3 Each party will immediately notify the other as soon as it becomes aware of any unauthorized access to, or disclosure of, the Confidential Information.

3.4 The obligations with respect to the disclosure and use of Confidential Information shall not apply to the disclosure or use of any portion of such information that:

3.4.1 was at the time of this Agreement or at the time of its disclosure already in the public domain or subsequently comes into the public domain.

3.4.2 can be shown to have been known to the receiving party at the time of acquiring it from the other party.

3.4.3 was disclosed or used with the prior written approval of the party from whom it was lawfully acquired.

3.4.4 can be shown to have been independently developed by the recipient

3.4.5 was received from a third party which did not itself obtain it in confidence directly or indirectly from the supplying party.

3.5 The obligations set out in this Agreement shall survive for a period of three years from the date of the termination of this Agreement.

3.6 Upon the expiration of this Agreement, or upon the written request of the supplying party, the receiving party shall return any and all materials which contain Confidential Information together with any other documents, reports, notes and memoranda which were created as a result of the Specified Purpose. The recipient shall certify that no unauthorized copies of all such material have been retained.

3.7 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SIGNED BY: COMPANY

Chief Operating Officer, Igor M



Date Tuesday, April 10th, 2016

SIGNED BY: RECIPIENT