

## MUTUAL CONFIDENTIALITY AGREEMENT

**AGREEMENT** (the "Agreement") is entered into as of the last date signed below (the "Effective Date") by and between [REDACTED] (the "Company"), company code [REDACTED] with its principal place of business at [REDACTED] represented by director [REDACTED] and Boris Michurin, (the "Employee"), identification number [REDACTED] with its place at [REDACTED] Chisinau MD-2062, mun. Chisinau, Republic of Moldova, (hereinafter the "Company" and the Employee each separately called also as "Party" and together called as "Parties"), The Parties shall be bound by the terms of this Agreement.

1. The Parties wish to exchange certain confidential information for the purpose of programming service provision (the "Purpose"). As used in this Agreement, the Parties receiving and disclosing Confidential Information shall be referred to as the "Recipient" and the "Owner", respectively.

2. "Confidential Information" means all data, databases, and information of any kind, whether of a technical, business, financial or any other nature, disclosed in any manner, whether verbally, electronically, visually or in a written or other tangible form, which is either identified as confidential or which should be reasonably understood to be confidential in nature with respect to the Owner, an affiliate or a third party. Confidential Information does not include any information that (a) is now or subsequently becomes publicly available without breach of this Agreement; (b) can be demonstrated to have been lawfully known to the Recipient at the time of its receipt from the Owner; (c) is rightfully received by the Recipient from a third-party not subject to a confidentiality obligation; or (d) can be shown by documentation to have been independently developed by the Recipient without benefit of the Confidential Information.

3. The Recipient shall protect the Owner's Confidential Information by using at least the same degree of care that the Recipient uses, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination, publication, or disclosure of its own Confidential Information. The Recipient shall not disclose Owner's Confidential Information without the Owner's prior written consent and will not, reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The Recipient shall further restrict the possession, knowledge and use of the Confidential Information to its employees, representatives, agents, and any potential investor or acquirer of a substantial part of such Party's business, whose duties justify access to such Confidential Information and who are bound by non-disclosure obligations consistent with and at least as protective as this Agreement. Each Party may disclose Confidential Information to the extent necessary pursuant to applicable law, regulation, court order, or other legal process, provided the Recipient has given the Owner prior written notice of such required disclosure, to the extent legally permitted, in order that the Owner may contest such required disclosure at the Owner's expense. The Recipient shall immediately notify the Owner of any unauthorized disclosure or use of the Owner's Confidential Information and will cooperate in any proceeding necessary to protect the Owner's rights with respect to the Confidential Information.

4. The Owner retains all right, title and interest in and to its Confidential Information, and the Recipient shall have no rights, by license or otherwise, except as expressly provided herein.

5. Either Party may terminate this Agreement at any time by written notice to the other. Each Party's confidentiality obligations shall survive, notwithstanding termination or expiration of this Agreement, for a period of three (3) years from the date of disclosure of any Confidential Information, or such longer period as required by law, regulation, or

court order. Upon request, the Recipient shall promptly return or certify the destruction of all Confidential Information upon Owner's written request.

6. The Parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Owner for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, the Owner shall have the right to seek injunctive relief for any violation of this Agreement. The Recipient shall pay the Owner its reasonable attorney's fees in the event it prevails in any action to enforce this Agreement against the Recipient.

7. Confidential Information is provided "AS IS". THE Owner makes no warranty of any kind, whether express, implied or statutory, including, by way of example and not limitation, warranties of fitness for a particular purpose, merchantability, suitability and non-infringement.

8. Neither Party shall be under any legal obligation with respect to the Purpose and nothing herein shall be construed as creating a partnership, joint venture, an employment relationship or an agency relationship between the Parties, or as otherwise authorizing either Party to act for the other.

9. This Agreement shall be governed by and interpreted in accordance with the laws of Republic of Moldova.

10. Any controversy, claim or dispute arising out of, or relating to, this Agreement or any breach thereof which cannot be settled amicably by the Parties shall be resolved by arbitration under the Rules of London Court of International Arbitration (LCIA). Arbitration shall be by a single arbitrator, chosen by the Parties, provided that, if the Parties fail to agree and to appoint such single arbitrator within 30 (thirty) days after demand for arbitration, the arbitrator shall be chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations, and proceedings shall be in English language. The decision of the arbitrator shall be final and binding on the Parties and any arbitral award may be entered in any court of competent jurisdiction. Neither Party may assign, delegate or otherwise transfer, including by operation of law, this Agreement or any rights or obligations thereunder, except to such Party's affiliates or successors in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Any failure to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the Purpose and matters contemplated hereby and cannot be amended except in writing and signed by both Parties.

[REDACTED]

[REDACTED] ova,