

Non-disclosure agreement

Date _____

_____ (registration number _____), a legal entity organized and existing under the laws of the _____, having its registered office at _____, represented by _____ ("Party 1") on the one hand and

Kyon Ltd (registration number C 89188), a legal entity organized and existing under the laws of the Malta, having its registered office at 136, St. Christopher's Street, Valletta, Malta, represented by _____, acting pursuant to the basis of the Articles of Association, ("Party 2")

on the other hand collectively referred to as the Parties

WHEREAS, that the Parties intend to enter into discussions relating to possible business relationship regarding listing process between them with respect to Project Adara.io (further "**Project**")

having discussed a possibility to provide each other with a certain information of confidential character, its commercial activities and transactions have agreed as follows:

1. Terms and definitions

For the purposes of this Agreement the Parties agree to apply the following terms and definitions:

- 1.1 "**Confidential information**" shall mean any information (messages, data) with respect to any persons, subjects, facts, events, circumstances, technologies, products and processes provided in any form, including oral information as well as any other information, directly disclosed to Receiving Party by Disclosing Party, relating to:
- 1.1.1 the technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans of Disclosing Party or any third parties who have disclosed such information to Disclosing Party, and
 - 1.1.2 information relating to the operations and business or financial plans or strategies, including but not limited to customers, markets, financial statements and projections, marketing, financial or other strategic business plans or information of Disclosing Party and any third parties who have disclosed such information to Disclosing Party, and
 - 1.1.3 information relating to the corporate structure and beneficial owners or information of Disclosing Party and any third parties who have disclosed such information to Disclosing Party. "**Confidential information**" shall not include any information that: (1) is in the public domain or (2) was available to the Receiving Party not on confidential basis prior to disclosure of the information by the Disclosing Party, or (3) becomes available to the Receiving Party not on confidential basis from any source other than the Disclosing Party provided that the Receiving Party is aware that such source is not prohibited to disclose such information under contractual or any other legal obligation towards the Disclosing Party.
- 1.2 "**The Parties**" shall mean _____ and Kyon Ltd including their legitimate representative and successors.
- 1.3 "**Disclosing Party**" shall mean a party either _____ or Kyon Ltd, disclosing Confidential Information under the terms of this Agreement.

Party 1 _____

Party 2 _____

- 1.4 **“Receiving Party”** shall mean a party either _____ or Kyon Ltd, receiving Confidential Information under the terms of this Agreement from Disclosing Party.
- 1.5 **“Representatives”** shall mean directors, officials, employees, legal advisers, solicitors, accountants, auditors, financial advisers, affiliated persons of the Party who are authorized to disclose/receive Confidential information.
- 1.6 **“Third parties”** shall mean other persons who are not the Parties or Representatives of this Agreement.
- 1.7 **“Disclosure of Confidential Information”** shall mean acts or omission of the Receiving Party as a result of which Confidential information in any form (oral, written, other form including technical facilities usage) becomes available to the Third Parties without consent of the Disclosing Party.
- 1.8 **“Agreement”** shall mean the present Confidentiality Agreement regarding alternations and amendments that could be provided by the Parties to this Agreement.

2. Subject-matter of the agreement

- 2.1 The present Agreement shall cover Confidential information transmitted by the Disclosing Party to the Receiving Party related with the Project as well as Confidential information to be aware to the Receiving Party associated with the Project.

3. Rights and duties of the parties

- 3.1 The Receiving Party shall have the right to provide access to Confidential information received under the present Agreement only to those Representatives of the Receiving Party who have a need to know such access in connection with the Project and only in such portion which is required. In this case the Representatives of the Receiving Party which received access to such information shall be informed by the Receiving Party about confidentiality of information and terms of its usage. List of the Representatives of the Receiving Party which received access to Confidential information shall be delivered by the Receiving Party to the Disclosing Party prior to provision of access to Confidential information for such persons.
- 3.2 The Receiving Party agrees that Confidential information will be applied solely in connection with the Project and that the Receiving Party and its Representatives will keep confidentiality of such information and such information will not be disclosed or transferred to the Third Parties without prior written consent of the Disclosing Party. The Receiving Party undertakes to protect the received information on the level no less than degree of care that Receiving Party applies to its own Confidential information.
- In the event the Receiving Party transmits Confidential information to the Third Parties with consent of the Disclosing Party, the Receiving Party shall ensure that the Third Parties undertake to use and not to disclose such information under the terms and conditions provided in this Agreement. The Receiving Party shall in advance provide the Disclosing Party with a copy of confidentiality agreement, signed by the Receiving Party with the Third Party.
- 3.3 In case of justified demand received from governmental agency or local body to submit Confidential information, the Receiving

Party shall notify the relevant governmental agency or local body on confidentiality of such information and its holder. In case of justified demand received from governmental agency or local body to submit Confidential information, the Receiving Party shall promptly advise the Disclosing Party on this demand for the Disclosing Party to have an opportunity to take measures to protect, restrict or prevent such submission or Disclosure of Confidential information to the extent permitted by the law. The Receiving Party shall have the right to disclose to the governmental agency or local body only such portion of Confidential information received from the Disclosing Party disclosure of which is required by the law.

4. Liabilities of the parties

- 4.1 The Receiving Party shall be liable for infringement of obligations relating to observance of the conditions and provision of confidentiality of information received in accordance with legislation of the Malta and the conditions of this Agreement; the Receiving Party shall reimburse the Disclosing Party for damages, occurred with the Disclosing Party due to improper execution of the conditions of this Agreement by the Receiving Party.
- 4.2 The Receiving Party shall be fully liable for disclosure of Confidential information by its Representatives and Third Parties having received access to such information according to the conditions specified in section 3 of this Agreement.
- 4.3 Upon disclosure of Confidential information as well as under circumstances, allowing to disclose Confidential information, the Receiving Party shall promptly advise the Disclosing Party on it, submit all necessary information relating to Disclosure to the Disclosing Party or connected with threat of Disclosure, reasons resulting to it and measures taken by the Receiving Party to prevent Disclosure and to remedy the adverse consequences that occurred in this respect.

5. Ownership of confidential information

- 5.1 Confidential Information, and all rights thereto, which have been or will be disclosed by the Disclosing Party to the Receiving Party shall remain the exclusive property of the Disclosing Party, and any relevant third parties, and shall be held in trust by the Receiving Party for the Disclosing Party and such third parties.

6. No license

- 6.1 Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, trademark or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Confidential Information.

7. Dispute resolution

- 7.1 Any dispute, controversy between the Parties in connection with this Agreement shall be settled by consultations and negotiations. Disputes and controversy that may not be settled by consultations and negotiations can be referred by the party concerned to the Court of Valetta, Malta.

7.2 Relations of the Parties not settled by the present Agreement shall be solely governed by the laws of Malta.

8. Term of the agreement

8.1 This Confidentiality Agreement shall come into force from the date of its signing by both Parties and remain in force for five (5) years unless otherwise agreed by the Parties.

8.2 Obligations of the Receiving Party for keeping confidentiality of the Confidential information received from the Disclosing Party specified by this Agreement shall remain in force within five (5) years after expiration of the present Agreement.

9. Miscellaneous

9.1 All notices and communications being sent by the Parties to each other under this Agreement or in connection with it must be in writing and delivered to other Party at the following address:

If to the Party 1:

E-mail: _____

Attention to: _____

If to the Party 2:

E-mail: _____@adara.io

Attention to: _____

9.2 The Receiving Party acknowledges that neither the Disclosing Party nor its affiliated persons or its authorized Representatives make any warranties or representations as to the completeness of the Confidential Information or to its use by the Receiving Party.

9.3 The Disclosing Party hereby warrants that it has all rights with respect to Confidential Information, including the right to transmit such information to the Receiving Party under the terms of this Agreement.

9.3 The Disclosing Party shall have the right to terminate protection of the confidentiality communicated under the Confidentiality Agreement and to inform the Receiving Party within ten (10) business days in writing form the date of the decision to terminate protection.

9.3 Terms and conditions of the present Agreement shall have priority importance relating to any other relations of the Parties under the Project and confidentiality standards included into the above Project or Transaction, governing the same or any similar relations between them.

Party 1 _____

Party 2 _____

9.3 Any changes and amendments to the Agreement shall be valid only if they are furnished in writing and signed by the duly authorized representatives of the Parties.

The present Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Upon signing of the Agreement all prior agreements and correspondence shall become null and void.

9.3 Neither Party shall have the right to transfer their rights and duties in full or partially under this Agreement without prior written consent of the other Party.

9.4 Invalidity or unenforceability of any provision of this Agreement shall not invalidate or render unenforceable of any other provisions of the Agreement or the entire Agreement.

9.5 This Agreement shall be made in two (2) counterparts in English with identical law force, one counterpart for each Party

10. Signatures

Party 1

By: _____

Name: _____

Title: _____

Party 2

By: _____

Name: _____

Title: _____