

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

THIS NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is entered on _____ (the “*Effective Date*”) between **Syndicode Inc.** (the “*Receiving Party*”), Company registration number 6906162, 340 S Lemon Ave #3299, Walnut, CA 91789, USA, and

_____ (the “*Disclosing Party*”) to protect the confidentiality of certain confidential information of Syndicode Inc. and of _____ to be disclosed under this Agreement solely for use in connection with evaluating or pursuing a business relationship between the parties (the “*Permitted Use*”).

Syndicode Inc. and _____ may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

1. As used herein, the “*Confidential Information*” will mean, subject to Section 2, any and all technical and non-technical information disclosed by Disclosing Party to the Receiving Party, which may include without limitation: (a) patent and patent applications, (b) trade secrets, and (c) proprietary and confidential information, mask works, ideas, samples, media, assays, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans.

2. If the Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it will be labelled as “Confidential” or bear a similar legend.

If the Confidential Information is disclosed orally or visually, it will be identified as such at the time of disclosure and be confirmed in a writing to the Receiving Party within thirty (30) days of such disclosure, referencing the place and date of oral or visual disclosure and the names of the employees of the Receiving Party to whom such oral or visual disclosure was made, and including therein a brief description of the Confidential Information disclosed.

3. Subject to Section 4, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

4. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion

of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

(a) was in the public domain at the time it was disclosed to the Receiving Party; **(b)** entered the public domain subsequent to the time it was disclosed to the Receiving 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 disclosed to the Receiving Party;

(d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party;

(e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; or

(f) was not legended as Confidential Information of the Disclosing Party and if disclosed orally or visually, was not identified as Confidential Information of the Disclosing Party at the time of such disclosure and followed by a writing within thirty (30) days of such disclosure.

5. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party, at Disclosing Party's expense, in obtaining a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

6. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

7. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof, within the reasonably-practicable timeline.

8. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party.

9. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

10. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this

Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns.

11. This Agreement is governed by the laws of the Commonwealth of Virginia without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Parties irrevocably consents to the personal jurisdiction of the state and federal courts located in Fairfax County, Virginia for any suit or action arising from or related to this Agreement, and waives any right Parties may have to object to the venue of such courts.

12. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

14. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

15. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. 16. All

notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, postage prepaid return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing. This Agreement may not be amended except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this **MUTUAL NON-DISCLOSURE AGREEMENT** to be executed as of the Effective Date.

Syndicode Inc. _____

By: _____ By: _____

Name: Dmytro Romanchenko **Name:**

Title: CEO **Title:**