**Confidentiality Agreement**

The following Confidentiality Agreement (hereinafter ‘the Agreement’) effective on October 28th, 2020 (the “Effective Date”) has been made and entered into:

By and between:

 **Potential Party**

Address:

Country, State, City:

Business registration No:

 (Hereinafter ‘Potential Party’)

**NEXT VISION SRL.**

65, Stefan cel Mare Street, 7th Floor

Chisinau, Moldova

Business registration No: 1020600032831

(Hereinafter ‘“NEXT VISION SRL”)

(Together hereinafter „Parties“)

**§ 1**

**Preamble**

The Parties are interested in discussing the possibility of a business relationship and are entering into discussions for that purpose. In order to fully reflect the justified interests of the Parties of the Agreement with respect to the confidentiality of these preliminary negotiations as well as to the information and documents exchanged in this context, the Parties agree to abide by the following provisions of the Agreement.

**§ 2**

**Confidentiality**

1. The Parties commit themselves to keep all information and documents exchanged in the process of negotiating the Contract strictly confidential and to grant access to such information and documents only to those employees and external advisors who (i) have a need to know, in connection with the purpose of negotiations, and have been notified that such information is Confidential Information; and (ii) are under binding obligations of confidentiality no less restrictive than those of this Agreement.
2. Confidential Information shall include any and all information or data of the disclosing Party, whether in oral, audio, visual, written, or other form, which is communicated to the other Party and which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labeled as such). Without limitation to the foregoing, “Confidential Information” specifically includes information concerning a Party’s proprietary data, process and technology.
3. The Parties especially agree:

(a) Not to address Confidential Information to employees or shareholders of the other Party, who are not officially mandated with the conducting of the negotiations; or

(b) Not to make use of the information and documents for any other purpose, especially for the purpose of competition, or to make known or publicly available such information and documents.

3) The obligation of confidentiality remains uninfluenced by the completion or the cessation of the negotiations. Any Party can declare a failure of the negotiations at any time.

**§ 3**

# Limits of Confidentiality

The following information is exempted from the confidentiality outlined in § 2 of this Agreement:

1. information which is or will become known to the public or third parties without fault of one of the Parties,
2. information which was independently developed by the receiving Party;
3. information which is, at the time of disclosure by the disclosing Party, already known by the receiving Party without confidentiality obligations;
4. Information which has to be released as required by law or as a consequence of a court or administrative decision. In such circumstances the Party obliged to release the information will use commercially reasonable efforts to give the disclosing Party prompt written notice of such required disclosure in order to afford the disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure.

**§ 4**

**Destruction and Return of Documents**

Should the negotiations between the Parties not result in the conclusion of the Contract, both Parties agree,

1. To destroy without undue delay all documents produced within the context of the negotiations and which are based on the exchanged information and documents; and
2. To return all documents provided by the other Party in this connection as well as all duplicates and copies thereof.

**§ 5**

**Breach of the Agreement**

In the event the receiving Party breaches the terms and conditions of this Agreement, the disclosing Party shall have the right to, a) terminate this Agreement and/or demand the immediate return of all Confidential Information b) recover its actual damages incurred by reason of such breach, including, without limitation, its reasonable attorney’s fees and costs of lawsuit; c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; d) and pursue any remedy available at law or in equity.

**§ 6**

**Exclusions from Confidential Information.**

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

 **§ 7**

# General Provisions

1. This Agreement becomes effective as of the Effective Date and shall continue in effect for a period of two (2) years following the termination of its relationship with disclosing Party or three (3) years from the date of this Agreement, whichever is longer. Additionally, this Agreement shall govern Confidential Information disclosed prior to its Effective Date.
2. This Agreement shall be subject to and governed by the laws of Hong Kong. The Parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the courts of Hong Kong.
3. Intellectual property rights in all software, information, technology or data whatsoever supplied by either Party under the Agreement shall remain the property of that Party or its licensors.
4. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that other Party. This Agreement shall not constitute a partnership, joint venture, or any other form of legal entity or business enterprise.
5. This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the express prior written consent of the other Party.
6. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. The Parties undertake to substitute the invalid provisions with provisions whose commercial effect is as close as possible thereto; the same shall apply for the bridging of loopholes.

Place / Date: Place / Date:

(Signature) (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NEXT VISON SRL Potential Party

**NEXT VISION SRL.**

65, Stefan cel Mare Street, 7th Floor

Chisinau, Moldova

Business registration No: 102060003283