NON-DISCLOSURE AGREEMENT (NDA)

concluded by and between

Legal Name of the Company _____

Full Address _____

Phone Number _____

Email _____

(hereinafter referred to as "Client")

and

RexSoft, LLC

Attn: Rex Soft, **LLC**

Podilska 21 Str., Khmelnytskiy, Ukraine, 29000

Phone: +1 646 75176 06

E-mail: legal@rexsoftinc.com

(hereinafter referred to as "Vendor")

as follows:

The Vendor is interested in acquiring services from the Client (hereinafter referred to as the "Product"), delivering design, development or consulting support to the Client. During the design, development, consulting or testing of the Product and the upcoming negotiations (hereinafter referred to as the "Project") the Parties will exchange sensible and confidential Information. Therefore the Parties agree as follows:

1. Nondisclosure

1.1 The Parties shall keep confidential all company and business secrets, privacy protection underlying data, product-specific know-how and software (including design, source codes, parts of source codes or software architecture) as well as other confidential and protected information and matters of the other Contracting Party that will be entrusted or in any other way (e.g. verbally) disclosed to the Contracting Party in relation to talks regarding the prospective Project, the Project preparation and/or the execution of the Project (hereinafter referred to as "Information") and shall not use such Information for own or third party's purposes, but shall be used solely in

connection with the upcoming test of the Product and preparation of the purchase decision.

Additionally the Vendor guarantees, that it will

- not recreate or copy the Product of the Client respectively not the Client trust third persons to do so;
- not analyze, decode and/or duplicate any software and related documentation which might be handed over

  by the Client respectively not instruct third persons to do
  so;

1.2 Furthermore, the Parties shall be obliged to forward Information disclosed to them in accordance with Point

1.1 only to such persons, to whom the knowledge of that Information is essential in order to be able to perform their

duties, in particular to managing directors, leading employees, employees, attorneys and to other advisors.

1.3 Notwithstanding Point 1.2, each Contracting Party shall pledge their managing directors and employees

(including such employees, who do not have an employment contract, but are in a schooling relationship to the

Contracting Party) to keep Information of the other Contracting Party they became aware in course of their activity

secret.

1.4 The nondisclosure obligation in accordance with Point 1.1 and Point 1.2 shall not apply for

- Information which is already known in the public;
- Information that one Contracting Party became aware lawfully, in particular by non-violation of the

  nondisclosure obligations of the Information provider and independent of the Information provided by the

  other Contracting Party;

- Information that has to be disclosed in order to enforce the claims of one Contracting Party against the other

  Contracting Party (in particular in a civil proceedings) or that has to be disclosed to the third party; as well as

- Information that has to be disclosed in an administrative or criminal or civil proceeding due to a judicial

  instruction (without to be able to make use of any right to refuse the disclosure of Information).

1.5 If the forwarding of the Information is agreed between the Parties separately or is allowed according to this

Agreement, the Contracting Party shall be obliged to disclose the Information only to such a person, who pledges

herself to a comprehensive nondisclosure obligation, whereas at least the same security standard has to be

preserved as stated in this nondisclosure agreement.

1.6 If a case stated in Point 1.4 or Point 1.5 occurs, the Contracting Party shall inform the other Contracting

Party before forwarding the Information accordingly.

1.7 The nondisclosure obligation in accordance with Point 1.1 and Point 1.2 shall be sustained during the period

of five years after the termination of this Agreement, in any case during the period of five years after signing hereof.

Furthermore, the Contracting Parties shall indemnify that the nondisclosure obligation in accordance with Point

1.3

will persist also after the revocation/resignation of the managing directors of the Contracting Party as well as after the

termination of the employment contract of any employee or schooling contract of any
trainee.

1.8 With respect to the Information the Vendor guarantees the following:

- to be kept under wraps;

- without the prior written authorization of the Client not to copy the information or parts thereof. The Client

    will grant such authorization if such copies are necessary for the upcoming test of the Product or for the

    preparation of the purchase
    decision;

- to notify the Client in writing if any Information was lost; this is also applicable in case of a loss of

    information by reason of robbery, burglary, theft or similar.

1.9 The Vendor is entitled and - after a written demand of the Client - obliged, to immediately return all

Information and documents (including machine recognizable information and documents), software, items and other

materials (including copies thereof and/or recreate items) together with a declaration of completeness to the
Client.

1.10 While handing over Information the Client does not grant to the Vendor or to any subsidiary of the Vendor

any license with regard to any intellectual property rights, which the Client owns or will acquire in future.

2. Jurisdiction

2.1 This Agreement shall be governed by and construed in accordance with an expert-mediator of the

International Centre for Judicial and ADR Expertise under the International non-profit association "European

Arbitration Chamber" (Belgium, Brussels, Avenue Louise 146) (hereinafter – "ICJE under the EAC") shall be

appointed as an accompanying expert-mediator in accordance with the terms of this Agreement and Statute of the

ICJE under the EAC for a technical control and possible consideration of any disputes regarding to the execution
of technical tasks of this Agreement.

3. Final provisions

3.1 In the event that one or more of the provisions contained herein shall, for any reason, be held to be invalid,

illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provisions of this Agreement. However, the Parties shall take effort to replace such invalid, illegal or unenforceable

provision of the Agreement by a valid, legal or enforceable provision that shall have the same or similar economic

effect as the replaced provision.

3.2 Any amendments, supplements and/or supplementary agreement to this Agreement may only be made in writing. This shall apply for the amendment or abrogation of this written- form-request as well.

3.3 Unless otherwise explicitly provided in this Agreement, notes according to this Agreement shall be transmitted via registered mail or via e-mail.

Rex Soft, LLC   _____

_____   _____

Name: Ievgen Kozak   Name:

Title: Director   Title:

Date: Date:

_____   _____