

THIS NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered on the last date of signature of the Parties hereto (the “**Effective Date**”) by and between:

_____, a company registered and governed under the laws of the _____, bearing license number: _____, having its registered office at _____ and its postal address being _____ (hereinafter referred to as “**BUYER**”)

And;

Special Supply Ltd. a company incorporated in Bulgaria and bearing License number: BG205015870 having its registered office at Bulgaria, Sofia, Vitosha Blvd. 133 (hereinafter referred to as “**Company**”).

(Each hereinafter individually referred to as a “**Party**” or collectively the “**Parties**”).

PREAMBLE

WHEREAS, the Parties intend to exchange Proprietary Information held by the Parties in connection with **S8 KOM** (the “**Purpose**”);

WHEREAS, each party may desire to examine financial and business information constituting trade secrets and confidential information relating to the business of the other in connection with such discussions, and,

WHEREAS, each Party agrees that such information is disclosed to the other Party subject to the terms of this Agreements; and

WHEREAS, each party is willing to engage in discussions and disclose information to the other on the terms and conditions set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, “**Proprietary Information**” shall mean any non- public information and/or data, whether oral, in writing or conveyed by visual inspection or otherwise relating to the Purpose including, without limitation, the following:
 - (a) information relating to customers, suppliers, shareholders, subsidiaries and Associated Entities (as defined below);
 - (b) technical, manufacturing, operational, performance information, strategic information, research and development, experimental work, development, design details, engineering, procurement activities and/or requirements, purchasing, customer lists, business forecasts, sales and merchandising and marketing plans;
 - (c) financial information, cost know-how, business pricing policies, sketches, drawings, models, processes, specifications, apparatus, equipment, algorithms, computer software and programs, software source documents, source code, data systems, databases, and prototypes;
 - (d) patents, copyrights, trade secrets, inventions, discoveries, techniques, whether or not patentable or copyrightable, and other intellectual property that has not be released to any general public;
 - (e) past, present and/or future clients;

- (f) any information or technical data that is sensitive material, including information which affords a Party a competitive advantage over its competitors, and not generally known to the public, including, but not limited to, products planning information, marketing estimates, business plans, and internal performance results relating to past, present or future business activities of a Party;
 - (g) performance results relating to past, present or future business activities of the Parties;
 - (h) business activities, and corporate financial information, including but not limited to rates (i.e. labour, overhead, and general and administrative) and proposal bidding information, technical proposal bidding strategies, and anything related to the current, future and proposed products and services of a Party;
 - (i) any documentation, analysis, surveys or studies based upon, incorporating or reflecting any of the Proprietary Information.
 - (j) Information relating to a Party's customer is to be regarded as information pertaining to that Party, whether or not disclosed by that Party.
2. For purposes of this Agreement there shall be no requirement that any Proprietary Information be marked or identified as "confidential" or "proprietary" or similar unless the Proprietary Information is classified for security purposes ("**Classified Information**"), which shall be marked by the disclosing Party with the appropriate security classification. It is the sole responsibility of the disclosing Party to ensure the appropriate information is marked as Classified Information. All Classified Information shall be protected, used and handled, in accordance with security procedures prescribed by the applicable Government.
 3. Any Proprietary Information exchanged by the Parties shall be deemed to be disclosed in confidence and will be used only for the co-operation between the Parties in respect of the Purpose.
 4. For the purpose of this Agreement an "**Associated Entities**" means, in relation to a Party, companies or other entities which: (a) are controlled, directly or indirectly, by such Party; (b) control, directly or indirectly, such Party; or (c) are under common control with such Party; where the expressions "is controlled", "controls" and "is under common control with" shall be interpreted as referring to control of more than fifty per cent (50%) of the voting power by virtue of ownership or de facto control by virtue of an agreement.
 5. Proprietary Information disclosed hereunder shall not be disseminated, copied, duplicated, supplied, made use of or in any way disclosed by the receiving Party to any person, firm or business, except to the extent necessary for negotiations, discussions and consultations with personnel or authorised representatives of each Party in connection with the Purpose and any other purposes which the Parties may hereafter agree to in writing. Each Party agrees that the receiving Party may disclose Proprietary Information to only those of its owners, directors or employees (or employees or directors of its Associated Entities) having a need to know such Proprietary Information for the Purpose and the receiving Party shall ensure that such owners, directors or employees maintain the confidentiality of such information in the same way as the receiving Party is obliged to do so hereunder. In addition, each Party shall be permitted to disclose Proprietary Information to third party legal and financial advisors who are bound to maintain the confidentiality of the Proprietary Information provided such third party legal and financial advisors are directed to keep such Proprietary Information confidential in the same way as the receiving Party is obliged to do so hereunder. With regard to the disclosure of Proprietary Information under this Article 5, the receiving Party shall be fully responsible for all third party disclosure, as if the disclosure was to the receiving Party itself.

6. The receiving Party shall protect Proprietary Information with the same degree of care that it regularly employs to safeguard its own Proprietary Information from unauthorized use by disclosure to third parties, but in no event shall the receiving Party derogate from the customary standard of at least reasonable care.
7. This Agreement shall not be construed as granting, expressly or impliedly, any rights under patents, designs, trademarks, know-how, copyrights or any other form of intellectual property rights belonging to the disclosing Party in respect of Proprietary Information other than for the use expressly provided herein. Ownership of Proprietary Information shall remain vested in the disclosing Party at all times.
8. The Parties agree that all Proprietary Information referred to herein and any Derivatives (as defined below) thereof, whether or not created by either of the Parties, shall remain the property of the respective Party and no license or other rights in the Proprietary Information is granted or implied hereunder. For the purpose of this Agreement, “**Derivatives**” shall mean (i) for copyrightable material, any translatable abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material any improvement thereof; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.
9. Each of the Parties agree to report directly to each other if it observes, if it has observed, or if it fears or has reason to suspect that Classified Information and/or Proprietary Information according to this Agreement has come to the knowledge of an unauthorized person or when security violations have been observed or are feared or suspected. The Parties agree to take all reasonable and lawful action, including without limitation, legal proceedings, to prevent or stop any violation, contravention or breach of this Agreement and to assist each other in remedying any such unauthorized use or disclosure of the Classified Information and/or Proprietary Information. Furthermore, the Parties agree to keep each other informed of any possibility that Classified Information and/or Proprietary Information may be divulged in any legal proceeding(s). The receiving Party may disclose Proprietary Information that it is required to disclose pursuant to judicial action or decree having jurisdiction over the receiving Party, or pursuant to any governmental agency or authority having jurisdiction over receiving Party, but only so long as, prior to making the disclosure, the receiving Party gives the disclosing Party written notice of the requirement and provides the disclosing Party with an opportunity to challenge that requirement.
10. Information shall not be deemed Proprietary Information if it: (a) was already known without restriction to the receiving Party at the time receiving Party received the Proprietary Information from the disclosing Party, as evidenced by documents in its possession; (b) is so publicly known; (c) is rightfully received without restriction from a third party having the lawful right to disclose the information; (d) is developed by the receiving Party independently of and without reference to any information communicated by the disclosing Party to the receiving Party as evidenced by its written records; or (e) is approved for release by prior written authorization of the disclosing Party.
11. Upon termination or discontinuance of the Purpose or the termination or discontinuance of this Agreement (in accordance with Article (17)), all Proprietary Information shall be promptly returned by the receiving Party to the disclosing Party or (at the disclosing Party’s election), shall be destroyed, with such destruction confirmed by the receiving Party in writing to the disclosing Party immediately thereafter. However, this provision does not oblige the receiving Party to destroy Proprietary Information contained in board minutes/papers, computer drives and backup records, and management committee minutes/papers. Such records containing Confidential Information should be retained by the receiving Party in accordance with its corporate policy and procedures. However, under no circumstances may the Proprietary Information contained in such records be divulged to third parties except as approved under Article 10(e).

12. Proprietary Information shall not be used in part or in whole by the receiving Party for subsequent development or manufacture of any equipment or systems or parts thereof or for any other purpose.
13. The Parties acknowledge that the Proprietary Information made available hereunder by the disclosing Party represents valuable and/or strategic information and (where proprietary) property which the disclosing Party intends to maintain confidential. Correspondingly, the non-use and non-disclosure obligations hereunder will remain in effect for a period of three (3) years after the expiration or termination of this Agreement, except as provided in Article (10). However, it is specifically agreed that -
 - (a) Proprietary Information disclosed according to this Agreement relating to the Special Supply Ltd. shall only be released to a third party by the receiving Party with the prior written consent of or the Special Supply Ltd. themselves; and
 - (b) unless and until the Parties agree otherwise in writing signed by the authorized representatives of both of them, **Company** will not for the duration (and for a period of 3 years from the expiration or termination) of the Agreement, use the Confidential Information to compete with BUYER or any of its Associated Entities in respect of the Purpose or any other business or potential business in the _____.
14. The receiving Party shall not be authorized to make any press release or announcement through any means of media regarding the Purpose, unless the prior written consent of the disclosing Party is obtained. Nothing in this Agreement shall be deemed to limit the Parties from pursuing any business activity, provided the Proprietary Information is not used in a manner contrary to this Agreement.
15. This Agreement does not oblige the Parties to enter into any further agreements or to proceed with or to participate in any business related to the Purpose and the Parties do not intend that any agency, partnership or joint venture relationship be created between them by this Agreement.
16. Each party shall be responsible for its own costs and expenses in the preparation, negotiations and execution of this Agreement.
17. This Agreement shall expire five (5) years after its Effective Date, but may be terminated earlier, without liability, by either Party giving thirty (30) days written notice to the other. Notwithstanding the foregoing, a receiving Party's obligations of non-use and non-disclosure with respect to any Proprietary Information exchanged prior to the effective date of termination shall survive any such termination or expiration, for the period specified in Article (13) above.

18. For the purposes of the discussion and negotiation of all matters relating to the Purpose the following will be the respective Parties' representatives, points of contact and contact information:

For BUYER:

Name:

Title:

Email:

with copy to:

Name:

Title:

Email:

Postal Address:

Courier Address:

For the Company:

Special Supply Ltd.

Name: Petar Kitev

Title: Chief Executive Officer

Email: office@specialsupply.eu

with copy to:

Name:

Title:

Email:

Postal Address: Vitosha Blvd. 133, 1408 Sofia,

Kärntner Str. 17/13, 1010 Vienna, Austria

Vitosha Blvd. 133, 1408 Sofia, Bulgaria

office@specialsupply.eu

www.specialsupply.eu

Tel:
Fax:

Bulgaria

Courier Address: Vitosha Blvd. 133, 1408 Sofia,
Bulgaria

Tel: +359 899 222 001
Fax:

The above particulars may be changed by notice in advance. Official notices may be delivered by hand (for example by courier), fax or receipt-acknowledged email. All Proprietary Information exchanged between the Parties shall be exchanged through its designated representatives as set forth above or any other delegate nominated by the Parties from time to time, advised in writing to the other.

19. The receiving Party acknowledges that any disclosure or unauthorized use of the Proprietary Information, including Proprietary Information according to this Agreement deriving from or about a third party disclosed by a Party under this Agreement, may cause harm to the disclosing Party that will be substantial and for which damages would not be a full and adequate remedy. In the event of such breach, and in addition to all other remedies, the disclosing Party shall have the right to injunctive relief, without the necessity of posting any bond or other security.
20. **Notices** - Any notice required to be given by one Party hereto to the other shall be in writing and shall be served by sending the same by courier, receipt email, facsimile or by delivering the same by hand to the address of the Party as set out below or such other address as a Party may from time to time notify to the other Party. Any notice so served shall be deemed to have been served when delivered by hand or courier at the time of such delivery. In the case of an email or facsimile upon receipt of the same.

For BUYER:

Name:
Title:
Email:

with copy to:

Name:
Title:
Email:

Postal Address:
Courier Address:

Tel:
Fax:

For the Company:

Special Supply Ltd.

Name: Petar Kitev
Title: Chief Executive Officer
Email: office@specialsupply.eu

with copy to:

Name:
Title:
Email:

Postal Address: Vitosha Blvd. 133, 1408 Sofia,
Bulgaria

Courier Address: Vitosha Blvd. 133, 1408 Sofia,
Bulgaria

Tel: +359 899 222 001
Fax:

21. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Bulgaria and the applicable Bulgarian law.
22. The Parties base their relations with regard to this Agreement on the principles of good will and good faith. All disputes arising in connection with this Agreement, if not amicably resolved between the Parties within forty-five (45) days of the first notice received by the recipient Party from the other

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Party (the “**Dispute**”), the Dispute shall finally be settled under the rules (as amended from time to time) of the Geneva Commercial Conciliation and Arbitration Centre by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Geneva, Switzerland. The decision of the Arbitration shall be final, binding and enforceable on the Parties. The language of Arbitration shall be English. In the event of a Dispute between the Parties regarding the applicability of one of the exceptions set forth in Article 10 above, the receiving Party shall maintain the confidentiality of the Proprietary Information until a final and non-appealable arbitration award and/or a final non-appealable court judgment is granted.

23. This Agreement may not be amended, modified or supplemented except pursuant to an instrument in writing signed by both of the Parties hereto.
24. The execution, existence, content and performance of this Agreement shall be kept confidential by the Parties and shall not be disclosed by either Party without the prior written consent of the other Party.
25. This Agreement contains the entire agreement between the Parties hereto with respect to the Purpose herein and supersedes all prior agreements or understandings between the Parties with respect thereto.
26. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign this Agreement without the written consent of the other Party.
27. Once discussions have commenced between the Parties with respect to a project or transaction or a potential project or transaction relating to the Purpose (a “**Proposed Transaction**”), Company shall under no circumstances, except upon prior written approval of or in the presence of an authorised employee or director of BUYER, discuss or liaise in any matter relating to that Proposed Transaction directly or indirectly with BUYER’s customer (including but not limited to its customer/end user/client) or with any competitor of BUYER.
28. This Agreement shall come in to force on the Effective Date.
29. This Agreement may be executed in two identical originals of which the Parties shall take one each or by way of an electronic version (such as a pdf version) duly signed on behalf of both Parties.

FOR:

FOR: **Special Supply Ltd.**

Signature: _____

Signature: _____

Name:

Name: ***Petar Valeriev Kitev***

Title:

Title: **Chief Executive Officer**

Date:

Date:

Place:

Place: **Sofia - Bulgaria**