

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ (the "Effective Date") between:

Parties

NES Communications d.o.o, registered in Belgrade, Serbia, 15 Bulevar despota Stefana Street, with registered number 20210419 represented by Nikola Knezevic (hereinafter: "NES"); and

_____, registered in _____, with registered number _____ represented by _____ (hereinafter: the "Recipient").

In this non-disclosure agreement (this "Agreement"), each of NES and the Recipient are referred to separately as a "Party" and jointly as the "Parties".

BACKGROUND

NES is prepared to make available Confidential Information to the Recipient in connection with Partner program and partnership agreements (the "Purpose") and the Parties have entered into this Agreement to record the terms upon which NES is prepared to make such Confidential Information available.

IT IS AGREED as follows

1. In this Agreement, the term "Confidential Information" shall mean all information, samples and data (including, without limitation, designs, drawings, discoveries, ideas, concepts, know-how, techniques, specifications, diagrams, computer software, data, trade secrets, market opportunities, customer, supplier, financial, business, sales and marketing information, business systems and technical and business plans) disclosed to the Recipient by or on behalf of NES (whether oral, visual, written or in any other form) in connection with or as a result of the Purpose.
2. In this Agreement, documents, notes, files and other materials prepared by or on behalf of the Recipient which contain, reflect or are based on the Confidential Information but are not exclusively such Confidential Information shall (to the extent that they contain, reflect or are based on such Confidential Information) be referred to herein as "Secondary Information".
3. In consideration of NES disclosing the Confidential Information to the Recipient, the Recipient undertakes in relation to the Confidential Information:

- 3.1 to maintain the same in strict confidence and to use it only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing: (a) not to make any commercial use thereof or use the same for the benefit of itself or any third party other than pursuant to this Agreement; and (b) no samples of any material shall be analyzed for the purpose of determining its composition or reverse engineered in any way whatsoever;
 - 3.2 not to copy, reproduce, or reduce to writing any part thereof except as may be reasonably necessary for the Purpose and that any copies, reproductions or reductions to writing shall be the property of NES;
 - 3.3 not to disclose the same except to such of its directors, employees and advisors (each an "Authorized Person" and together the "Authorized Persons") who reasonably need to know the same for the Purpose and provided that:-
 - 3.3.1 such Authorized Persons are placed under obligations of confidentiality substantially similar to those set out in this Agreement; and
 - 3.3.2 the Recipient shall enforce such obligations at its expense and at the request of NES (and be liable to NES for any failure to do so as well as any breach of confidentiality by any of the Authorized Persons);
 - 3.4 to apply thereto security measures which shall include (to the extent reasonably practicable) keeping the Confidential Information separate from all of the Recipient's other documents and records and are at least equivalent to those applied by the Recipient to its own confidential or proprietary information; and
 - 3.5 to inform NES as soon as reasonably practicable after becoming aware of any actual or threatened breach of this Agreement.
4. The obligations of confidentiality set out in this Agreement shall not apply to any part of the Confidential Information which:-
- 4.1 was at the Effective Date or which enters into the public domain otherwise than as a consequence of a breach of this Agreement or any other duty of confidentiality by the Recipient and/ or any of the Authorized Persons;
 - 4.2 the Recipient can demonstrate by written evidence was already known to it at the date of disclosure hereunder and was not previously acquired by the Recipient from or on behalf of NES under an obligation of confidence;
 - 4.3 is disclosed to the Recipient without restrictions by a third party entitled to do so;

- 4.4 is developed by or for the Recipient at any time independently of the Confidential Information disclosed to it by NES;
 - 4.5 the Recipient is required by law or by the order or regulation of any governmental or other regulatory authority with whose orders and/ or directions the Recipient is required to comply to disclose, provided that it consults with NES in advance regarding the timing and content of any such disclosure; or
 - 4.6 is disclosed with the prior written consent of NES.
5. NES reserves all rights in the Confidential Information and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted (directly or indirectly) under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable by NES.
 6. NES does not make any representations nor give any warranties in respect of any Confidential Information provided to the Recipient and all Confidential Information is provided "AS IS". Without restricting the generality of the foregoing, NES does not make any representations or give any warranties as to merchantability or fitness for a particular purpose, or as to whether or not the exploitation of any Confidential Information will infringe any patent or other rights of any other person.
 7. The provision of any Confidential Information by NES hereunder does not represent a commitment by either Party to enter into any business commitment with the other or with any other entity. If the Parties do desire to pursue any business opportunities then they will execute a separate written agreement setting out the terms thereof.
 8. The Recipient acknowledges that unauthorized disclosure and/ or use of the Confidential Information might cause irreparable harm, the extent and degree of which may be difficult to ascertain. Accordingly, the Recipient agrees that NES will have the right to seek injunctive relief in respect of any threatened or actual unauthorized disclosure and/ or use as well as to pursue all other rights and remedies available to it at law or in equity in relation thereto.
 9. The Recipient shall promptly return to NES all Confidential Information in its possession, custody or under its control without (unless required by law and confirmed in writing by the Recipient's solicitors) retaining any copies thereof, upon demand from NES or completion of the Purpose, whichever is the earlier. The Recipient shall further destroy all Secondary Information in hard copy form and expunge all Confidential Information (including, without limitation, Secondary Information) from any computer, word processor, disk or other device or media in its possession, custody and/ or control and (if requested by NES) certify in writing that such destruction and/ or expunction has taken place in compliance with this clause.

10. The Recipient hereby unconditionally agrees to indemnify NES fully for and against any and all losses, expenses, claims or damages that may be suffered, incurred or caused by any breach or threatened breach of this Agreement by the Recipient and/ or any Authorized Person in the amount to be previously determined by executive order of the competent jurisdiction as determined in clause 22. hereunder.
11. This Agreement shall commence on the Effective Date and will remain in effect until the Purpose has been completed or the Parties otherwise agree. The confidentiality obligations under this Agreement shall survive for a period of three (3) years following any such termination.
12. No announcement concerning this Agreement or the Purpose or any matter ancillary thereto shall be made by either Party except with the prior written consent of the other.

General terms

13. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.
14. This Agreement may only be modified or varied by written agreement between the Parties.
15. The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.
16. A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other Party under any of the provisions of this Agreement.
17. Neither Party shall be entitled to assign any of its rights or obligations hereunder without the other Party's prior written consent unless all or substantially all of the relevant Party's business and/ or assets has been sold in which case such rights and obligations can be so assigned to the purchasing entity provided always that written notice of this fact is provided to the other Party as soon as reasonably practicable after such sale has completed.
18. Any notice or other document to be served under this Agreement may be sent by first class post or facsimile process to the Party to be served at its address appearing in this

Agreement or at such other address or facsimile number as it may have notified to the other Party in accordance with this clause. Any such notice shall be deemed effective as follows: (a) if posted then 2 business days after posting; (b) if faxed before 4pm on any business day then that business day; and (c) if faxed after 4pm on any business day then the following business day.

19. This Agreement contains the whole agreement between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements and understandings between the Parties relating to those matters.
20. Unless the Confidential Information in question belongs to any such party (and has been disclosed with its permission by NES), no person who is not a party to this Agreement shall have any rights to enforce the terms of this Agreement.
21. In the event the receiving party is required to disclose the disclosing party's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, the receiving party will (i) notify the disclosing party of the legal process, and allow the disclosing party to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

Governing law and dispute resolution

22. This Agreement shall be governed by and construed in accordance with Serbian law and, subject to clause 23, the parties hereby submit to the exclusive jurisdiction of the Serbian courts. Notwithstanding the preceding sentence, NES shall be entitled to commence proceedings against the Recipient in the court of any jurisdiction in which the Recipient has used Confidential Information.
23. Save for urgent injunctive proceedings, which NES may commence at court at any time, any and all disputes with respect to the interpretation of this agreement or other disputes between the Parties arising under or in connection with this Agreement, which cannot be resolved by discussion between the Parties, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of

Commerce (the “**Rules**”) by one arbitrator appointed in accordance with the Rules. The Rules are deemed to be incorporated by reference into this agreement. The arbitration shall take place in Belgrade, Serbia. The language of proceedings shall be English.

The Parties have indicated their acceptance of the above terms of the Agreement by signing it.

SIGNED by
for and on behalf of

NES Communications d.o.o. Beograd
Nikola Knežević,
CEO

SIGNED by
for and on behalf of

Director
