

NON-DISCLOSURE AGREEMENT

Party A
Party B	Algirdas Acus, Evelina Acuviené (together with Party A the " Parties " and each a " Party ")
Discloser	Party A
Recipient	Party B
Effective Date	The date of the last signature
Confidential Information	Any non-public information or data of the Discloser or any of its Affiliates, in whatever form or medium, that the Recipient has access to and that is marked or communicated as confidential or can reasonably be expected to be confidential.
Purpose	Party B may have access to confidential information only to provide a better consulting service to Party A.
Term	Until Party A terminates the non-disclosure agreement
Governing Law	Swiss law
Jurisdiction	Geneva

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SIGNATURES

Party A

Date: _____

Signature: _____

Name: _____

Function: _____

Party B

Date: _____

Signature: _____

Name: Algirdas Acus

Evelina Acuviené

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement is entered into by the Parties on the Effective Date.

1. Confidentiality: The Recipient shall:

- a) use Confidential Information only for the Purpose;
- b) not disclose Confidential Information in any way or form to anyone except to its Affiliates, employees, directors, officers, agents or third-party contractors who have a legitimate need to know such Confidential Information for the Purpose, and who are bound to confidentiality obligations not less stringent than the obligations of this Agreement; and
- c) treat Confidential Information with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance, but with not less than reasonable care.

2. Exceptions: Recipient's obligations under this Agreement shall not extend to information which the Recipient can show:

- a) is at the time of disclosure already in the public domain or thereafter becomes publicly available through no breach of this Agreement;
- b) was lawfully received by Recipient from a third party free from any confidentiality obligations;
- c) is independently discovered, developed, or created by the Recipient without the benefit of any of the Confidential Information as evidenced by written documentation;
- d) is approved for release or other use by the Discloser in writing; or
- e) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely provided to the Discloser; in such case, the Recipient will provide the Discloser with prompt notice of such request or requirement and will only disclose the Confidential Information which is strictly necessary, and will request that all Confidential Information so disclosed is treated confidentially.

3. No Remuneration, Warranty or Liability: The Parties are not entitled to any remuneration for disclosure of any information under this Agreement. The Confidential Information is provided 'as is', and no representations or warranties of any kind are given, and no liability of any kind shall be assumed with respect to such information or use thereof. The Parties shall have no obligation to enter into any further agreement with each other.

4. Duration of Agreement and Confidentiality Period: This Agreement is effective as of the Effective Date and shall continue for the Term. The confidentiality obligations under this Agreement shall remain in effect beyond the Term.

5. No License; Ownership and Return: No license or right of use under any patent or patentable right, copyright, trademark, or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein. All Confidential Information exchanged pursuant to this Agreement shall remain the property of the Discloser, and, along with any copies thereof, shall upon respective written request of the Discloser either be returned to the Discloser or be

destroyed by the Recipient who shall, in case of destruction, confirm such destruction to the Discloser in writing. The obligation to return or destroy Confidential Information shall not apply to information which is maintained or routine back-up purposes in the ordinary course of business provided that such backed-up information:

- a) is not used, disclosed, or otherwise recovered from such storage devices; and
- b) remains at all times subject to the terms of this Agreement.

6. Violation: Recipient acknowledges that unauthorized disclosure of Confidential Information may cause Discloser irreparable harm for which monetary damages may not be a sufficient remedy, and that Discloser may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7. Assignment & Amendments: This Agreement may not be assigned to a third party by either Party without the prior written consent of the other Party. This Agreement is the Parties' entire agreement on this topic, superseding all prior or contemporaneous agreements. Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both Parties.

8. Written form: 'In writing' shall, unless explicitly indicated otherwise, include text form such as e-mail. Notices hereunder shall be given in writing to the last communicated or available e-mail addresses.

9. Severability: If at any time any provision of this Agreement or any part thereof is held to be invalid or otherwise unenforceable, the other provisions will remain *mutatis mutandis* in full force and effect. The Parties agree to replace the invalid or unenforceable provision or part thereof by a valid or enforceable provision which shall best reflect the Parties' original intention and shall to the extent possible achieve the same economic result.

10. Affiliates: An 'Affiliate' is any company that controls, is under common control or is controlled by a Party. Control is direct or indirect ownership of more than fifty percent (50%) of such company's capital or equivalent voting rights.

11. Governing Law and Jurisdiction: This Agreement shall be subject to the substantive Governing Law without regard to its conflicts of law provisions. All disputes arising out of or in connection with this Agreement are subject to the exclusive jurisdiction of the ordinary courts of the Jurisdiction.