

Non-disclosure agreement

THIS AGREEMENT is made on

BETWEEN:

1. Tapptitude Apps SRL ("The Company"), a private company, incorporated in Romania (company registered number RO32509968) and having its registered office at Zorilor Street, no 45, apt 15, Cluj-Napoca, Romania.

2. ("The Client")
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IT IS HEREBY AGREED as follows:

1. The purpose

The Company and the Client wish to explore a potential business relationship in connection with which the Client may disclose its Confidential Information (as defined below) to the Company (The Relationship).

2. The definition of confidential information

Confidential Information means any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Client, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (1) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (2) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Company or, (3) is approved by the Company, in writing, for release.

3. Non-disclosure of confidential information

The Company agrees not to use any Confidential Information disclosed to it by the Client for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. The Company will not disclose any Confidential Information of the Client to parties outside the Relationship or to employees of the Company other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Company agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Client in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Company agrees to notify the Client in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to the receiving party's attention.

4. Publicity

The Company will not, without prior consent of the other party, disclose to any other person, the fact that Confidential Information of the Client has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the Client.

5. Return of materials

Any materials or documents that have been physically provided by the Client to the Company in connection with the Relationship will be promptly returned by the Company, accompanied by all copies of such documentation or certification of destruction, within (10) days after the Relationship has been terminated or at the written request of the Client.

6. Patent or copyright infringement

Nothing in this agreement is intended to grant any rights to the Company with regard to any and all rights of the Clients rights to patents or copyrights.

7. Term

The foregoing commitments of each party shall survive any termination of the Relationship between the parties for a period of 2 (two) years after application of Section 5 above.

8. Successors and assigns

This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the Client may not be assigned without the prior written consent of the Client. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Governing law

This Undertaking is governed by English Law and each party submits to the non-exclusive jurisdiction of the Courts of England and Wales.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

Signed for and on behalf of
Tapptitude Apps

Signed for and on behalf of
The Client