

**EXCHANGE OF PROPRIETARY INFORMATION AND  
NON-DISCLOSURE AGREEMENT**

This Agreement is made between:

Mr \_\_\_\_\_

**AND**

**482.solutions LLC, company established under the laws of Ukraine whose registered office in Odessa, Genuieszka st. 24b, office 625, entered in the Register of Entrepreneurs kept by the Odessa State Tax Inspectorate, company identification code 40652867, a single tax payer number 10000000671665.**

Mr \_\_\_\_\_ and 482.solutions hereinafter also referred to as the "Party" or jointly as the "Parties".

**WHEREAS**

- A. The Parties wish to pursue exploratory discussions relating to a potential cooperation in domain of Space related activities, in particular mutual participation in the consulting and research & development.**
- B. During the course of discussions, it may become desirable or necessary for the Parties to disclose to each other certain technical or business information of a proprietary or confidential nature, and**
- C. The Parties wish to provide for the conditions of disclosure of such information and the rules governing the use and the protection thereof.**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1. In this Agreement the term "Proprietary Information" shall mean any information or data in whatever form, nature or media disclosed by either Party to the other pursuant to this Agreement, whether oral or written.**
- 2. Nothing in this Agreement may be construed as compelling either Party to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.**
- 3. For a period of four (4) years from the effective date of this Agreement, in respect of any Proprietary Information received by a Party from the other Party, the receiving Party undertakes that such information shall:**
  - (a) Be protected and kept in strict confidence by the receiving Party which must use at least the same degree of precaution and safeguards as it uses to protect its own proprietary information of like importance, but in no case less than reasonable care;
  - (b) be only disclosed to and used by those persons within the receiving Party's organisation who have a need to know and solely for the Purpose;

- (c) not be used in whole or in part for any purpose other than the Purpose;
  - (d) Neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in sub-paragraph (b) above;
  - (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Party.
4. Any Proprietary Information and copies thereof shall remain the property of the disclosing Party and shall be returned by the receiving Party forthwith upon request.
  5. The receiving Party shall have no obligations or restrictions under this Agreement with respect to any Proprietary Information which the receiving Party can prove:
    - (a) Has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Party; or
    - (b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or
    - (c) has been lawfully received from a third party without restrictions or breach of this Agreement; or
    - (d) has been or is published without violation of this Agreement; or
    - (e) is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
    - (f) is approved for the release or use in question by written authorisation of the disclosing Party; or
    - (g) is released in accordance with the binding provisions of the law.
  6. Nothing in this Agreement or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the receiving Party any title, rights or licences in or under any patent, copyright or any other intellectual property right whatsoever of the disclosing Party, other than the right to use such information or data for the Purpose strictly as authorised herein.
  7. The aim of this Agreement being only to set out the rules for protection of Proprietary Information, it is expressly agreed that no warranty or representation is given or to be implied by either Party as to the completeness, accuracy or suitability for any particular purpose of any information or data disclosed hereunder, each Party making its own assessment over any such completeness accuracy or suitability of the Proprietary Information so received from the other Party.
  8. This Agreement may be terminated by either Party at any time upon 30 (thirty) days prior written notice to the other, and unless so terminated shall expire 1 (one) year after its effective date.
  9. The termination or expiry of this Agreement shall not relieve the receiving Party of the obligations imposed herein in respect of Proprietary Information received prior to the date of the termination or expiry. Such obligations shall continue for the period applicable as set forth in this Agreement.
  10. This Agreement shall be governed by and shall be interpreted in accordance with the laws of Ukraine.

11. Any and all disputes arising out of or in connection with this Agreement shall be brought before the Courts applicable for Mr \_\_\_\_\_.
12. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any prior representations, negotiations, commitments, undertakings, communications, understandings and agreements between the Parties with respect to the subject matter hereof.
13. Any and all amendments to this Agreement shall be made in writing unless null and void.
14. The effective date of this Agreement is the \_\_\_\_\_.
15. Failure to enforce any provision of this Agreement shall not constitute a waiver thereof.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by its duly authorised officer or representative.

**FOR** \_\_\_\_\_

By Mr \_\_\_\_\_

**FOR 482.solutions**

By Mr Ivan Balashov

Chief Financial Officer