

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is concluded today _____

Between:

Title: _____
Address: _____
TIN/VAT: _____
Phone: _____
Fax: _____
referred in this document as: "Reseller"

AND

Title: CUBEIQ Limited
Address: 78 Vyzantiou St. , 14234, Nea Ionia, Attica, Greece, Registered under the laws of Greece
TIN/VAT: EL999942165
Phone: (+30)-210-9530242
Fax: (+30)-210-6255672
referred in this document as: "System Supplier"

Hereinafter collectively referred to as the "**Parties**" or, individually, as the "**Party**".

RECITALS

WHEREAS

System Supplier and Reseller intent to enter into negotiations in order to cooperate with respect to Reseller promoting certain System Supplier products and services to Reseller geographical territory ("the Territory") ("the Engagement").

In connection with the Engagement, each of System Supplier and Reseller is prepared to exchange certain information of confidential nature relating, inter alia, to its technology, its assets, operations, clients and financial condition and will be accordingly referred to as "Disclosing Party" or "Receiving Party", as the case may be.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition and Interpretation

1.1. Definitions

"**Information Material**" means all information (whether provided in written, oral, electronic or any other form) concerning the ownership, business, assets, operations and financial condition of the Disclosing Party, including, without limitation, any trade secret, know-how, idea, invention, formula, formulation, trade designation, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, data, plan, strategy, supplier, financing source, client and customer lists or forecasts of the Disclosing Party, furnished at any time to the Receiving Party by or on behalf of the Disclosing Party. Information Material also includes any reports, summaries and compilations prepared by any Recipient based in whole or in part, on such information. Information Material, however, does not include information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or its Representatives, (b) became or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party was not breaching an obligation of confidentiality to the Disclosing Party that was known by the Receiving Party, or (c) was independently developed by the Receiving Party without reference to the Information Material.

"**Parties**" means collectively the Receiving Party and the Disclosing Party.

"**Recipient**" means each person or entity that is given access to the Information Material by the Receiving Party as permitted by the terms of this Agreement.

"**Representatives**" of any specified Party, means such Party's (or the Party's affiliates') officers, directors, employees, agents, financial institutions or financing sources, advisors, counsel, consultants or other professional representatives.

1.2. Interpretations

- (i) Any reference to a Party or person shall be construed so as to include that Party's or person's successors, permitted assignees and transferees.
- (ii) Any reference to the singular will include the plural and vice versa. Any reference to a gender will include the other and neutral genders.

- (iii) Headings in this Agreement are for convenience only and shall not affect its construction or interpretation.
- (iv) "Including" shall mean "including without limitation".

2. Confidentiality of Information Material.

As a continuing condition to the Receiving Party being furnished with and having possession of Information Material, the Receiving Party agrees to treat all Information Material in strictest confidence in accordance with the terms of this Agreement and not to disclose any Information Material except as permitted under the terms of this Agreement.

3. Disclosure of Information Material to Other Parties.

The Receiving Party also agrees not to disclose or otherwise divulge any portion of the Information Material to anyone other than its Representatives reasonably determined by the Receiving Party to have a need to have access to the Information Material in connection with the Engagement, provided that the Receiving Party shall inform its Representatives of the terms of this Agreement and the confidential nature of the Information Material and that such Information Material may not be disclosed to any other person, and the Receiving Party agrees to be responsible for any breach of this Agreement by such Representatives.

4. Disclosure Pursuant to Legal Process.

In the event the Receiving Party or any Recipient is requested or required (whether by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or as otherwise required by law) to disclose any Information Material, the Receiving Party will provide the Disclosing Party, to the extent reasonably practicable, prompt notice of such request or requirement, so that the Disclosing Party may seek an appropriate protective order or waiver or otherwise seek to protect the confidentiality of Information Material.

5. Non-Solicitation.

For a period of two (2) years from the date hereof, without the prior written consent of the Disclosing Party, the Receiving Party shall not directly or indirectly, (a) solicit for employment or employ any person who is now employed by the Disclosing Party, or (b) use Information Material to solicit, divert or attempt to solicit or divert from the Disclosing Party any investors, clients, business sources or financing sources of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall not be prevented from hiring any employee of the Disclosing Party who contacts the Receiving Party (a) in response to a solicitation directed at the public in general through advertisement or similar means not targeted specifically at such employee or a general solicitation from a recruitment firm not targeted specifically at such employee or the Disclosing Party or (b) on his or her own initiative and without any direct or indirect solicitation by the Receiving Party. It is clarified that the Receiving Party may be engaged into customary business, according to its scope of activities, with any investors, clients, business sources or financing sources of the Disclosing Party.

6. Disclosing Party's Right to Terminate Access.

The Disclosing Party may terminate access to the Information Material at any time.

7. Return or Destruction of Information Material.

The Receiving Party agrees that if the Disclosing Party so requests, the Receiving Party will return promptly to the Disclosing Party or destroy (such destruction to be certified in writing to the Disclosing Party), all Information Material provided by the Disclosing Party and all copies thereof made by the Receiving Party and by any Recipient, as well as destroy all documents, memoranda, notes and other writings prepared by the Receiving Party or any Recipient which are based on or reflecting the information contained in the Information Material; provided that the Receiving Party or any Recipient may retain a copy of Information Material and such other documents which are based on or reflecting the information contained in the Information Material as required for regulatory and compliance purposes, which shall be used for no other purpose and kept confidential and subject to the terms of this Agreement. Any oral information shall continue to be kept confidential and subject to the terms of this Agreement.

8. No Representations.

Neither the Disclosing Party nor any of its Representatives makes any representation or warranty express or implied as to the accuracy or completeness of the Information Material. The Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party, the Receiving Party's Representatives or to any third parties resulting from the use of the Information Material or for any other information (oral or written) provided or alleged to have been provided to them.

9. Notices

- 9.1. All notices and communications addressed to any Party hereunder shall be made in writing, in English language, and will be either: (a) transmitted by facsimile or (b) transmitted through registered mail to the receiving party registered addresses specified above or to another address indicated by a prior notice.
- 9.2. Notices will be considered effective on the day of delivery, which is the date of (a) receipt of transmission confirmation, in case of transmission by facsimile or (b) receipt of confirmation by registered mail.

10. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the Parties concerning the confidentiality of the Information Material and supersedes all prior representations, discussions, and agreements, whether oral or written, between the Parties relating to Information Material.
- (b) This Agreement may not be amended, waived, modified or supplemented except for in writing signed by the Disclosing Party.
- (c) The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party, and that, in addition to all other remedies, the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach. The Receiving Party will not oppose any request for such equitable relief on the basis that the Disclosing Party has not or will not suffer irreparable harm from the breach of this Agreement or that the Disclosing Party has an adequate remedy at law for such breach. It is agreed that the Receiving Party shall indemnify the Disclosing Party in connection with any breach of the terms hereof against any direct loss incurred by the Disclosing Party due to gross negligence or willful misconduct of the Receiving Party.
- (d) This Agreement shall terminate five (5) years from the date of this Agreement.
- (e) No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (f) This Agreement shall be governed by and construed in accordance with the laws of Greece and European Union. Any legal action or proceeding in connection with this Agreement or the performance hereof may be brought in the courts of Athens, Greece.
- (g) In the event that any term or provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will remain valid and enforceable to the fullest extent permitted by law.
- (h) This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
- (i) This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.
- (j) Section or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.
- (k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile, including .pdf, signatures will be deemed valid and binding to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed as of the day and year first above written.

For Reseller

By: _____
Name: _____
Title: _____

For System Supplier

By: _____
Name: _____
Title: _____