**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT, dated as of dd/mm/201x, is between

ELIDO JSC

104 Ivan Geshov blvd., Sofia 1612, Bulgaria,

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSETH:

WHEREAS, ELIDO JSC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may provide to each other certain proprietary, confidential and trade secret information in the pursuit of R&D projects results and marketable technologies, ideas, project concepts, and IPR. Collectively, this relationship shall be referred to herein as the "Business Purpose". ELIDO JSC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ desire that any such information shall be kept confidential by the other party; and;

WHEREAS, in consideration of the disclosure of such information, each party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, ELIDO JSC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree as follows:

1. Confidentiality. Each party agrees that, for a period of five (5) years from receipt of information from the other party hereunder, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure.

Confidential Information shall not include information which belongs to the recipient party or is (i) already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party, (iv), disclosed without similar restrictions to a third party by the party owning Confidential Information, (v) approved by the other party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law, or any governmental or political subdivision, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement.

Each party may use Confidential Information received from the other party only in connection with the Business Purpose, and may disseminate such Confidential Information only to its employees, advisors, directors and consultants having a need for access to such Confidential Information in connection with their employment with such party and with respect to whom such party takes steps, no less rigorous than those it takes to protect its own proprietary information, but in any event not less than reasonable means, to prevent such employees from acting in a manner inconsistent with the terms of this Agreement.

2. Return of Confidential Information. Upon completion of the Business Purpose or upon the written request of the party owning Confidential Information, the other party shall return all copies of Confidential Information to the owning party or certify, if so requested by the directing party, in writing that all copies of Confidential Information have been destroyed. A party may return Confidential Information, or any part thereof, to the other party at any time.

3. No Warranty; Limitation of Liability. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information and neither party shall be responsible for any expenses, losses or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Neither party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind, or losses of third parties of any nature or kind, resulting from or arising in connection with this Agreement.

4. No Further Rights; No Third Party Beneficiary. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in Confidential Information except for the use of such Confidential Information as expressly provided herein.

This Agreement is not intended, nor shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. Business Purpose. The parties expressly agree that the provisions of this agreement shall not prevent ELIDO JSC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from pursuing other business activities not related to the relationship described in this document.

6. Injunctive Relief. Each party recognizes and acknowledges that any breach or threatened breach of this Agreement by either party may cause irreparable harm for which monetary damages may be inadequate.

Accordingly, in such event, a party will be entitled to an injunction to restrain the other from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing either party from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

7. Media Releases. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the Business Purpose shall be coordinated with and approved by the other party in writing prior to the release thereof.

8. Miscellaneous.

(a) Any notices required by this Agreement shall be given in hand or sent by first class mail, postage prepaid, to the applicable address set forth below. Either party may from time to time specify as its address for purposes of this Agreement any other address upon giving ten days written notice thereof to the other party.

In the case of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the case of ELIDO JSC:

Title

Name

Address 1

Address 2

ZIP City

Bulgaria

Mobile +359 nnn nnn nnn

E-Mail:

(b) The parties agree that this Agreement (i) is the complete and exclusive statement between the parties with respect to the protection of the confidentiality of Confidential Information, (ii) supersedes all related discussions and other communications between the parties, and (iii) may only be modified in writing by authorized representatives of the parties.

IN WITNESS WHEREOF, ELIDO JSC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

have each caused this Agreement to be signed and delivered all as of the date first set forth above.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 <name of authorized representative> <name of authorized representative>

 ELIDO JSC

 <name of institution> <name of institution>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_