

Strictly Confidential
NON-DISCLOSURE AGREEMENT



Between the "Parties":

ELAPHE Ltd., with its registered offices at Teslova 30, 1000 Ljubljana, Slovenia and

_____ with its registered offices at _____

Each Party also referred to as "Disclosing Party" or "Receiving Party" as the case may be.

1. DEFINITIONS

1.1. PURPOSE

The "Purpose" is to define and guarantee the nature of confidential information and to guarantee confidentiality of exchanged confidential information between parties.

1.2. CONFIDENTIAL INFORMATION

For the purposes of this non-disclosure agreement (the "Agreement"), "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, business, manufacturing and process information, know-how, designs, sketches, photographs, plans, drawings, specifications, samples, reports, price lists, studies, results, instructions, formulas and chemical composition, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement by one Party to the Information Coordinator of the other Party. Confidential Information shall, if in written or electronic form, be marked "Confidential" or "Proprietary" or similarly indicated by the Disclosing Party before being turned over to the Receiving Party. All oral disclosures of Confidential Information shall be summarized, in writing, by the Disclosing Party and said summary will be given to the Receiving Party within thirty (30) days of the subject oral disclosure. The Receiving Party must make any objections to the contents of the summary, in writing, within thirty (30) days of receipt.

1.3. AFFILIATE

An "Affiliate" means any corporation, association or other entity which is controlled, directly or indirectly, by the respective Party, where "control" means the possession of the power to direct the management and policies of the controlled party through the majority of common stock and/or voting rights and/or by contract or otherwise.

2. USE

2.1. GENERAL

- (a) Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by Receiving Party to anyone, except to its own employees or employees of its Affiliates who have a reasonable need to know the Confidential Information within the frame of this Agreement and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Agreement.
- (b) Confidential Information shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party, as is used with respect to Receiving Party's own confidential information, but not less than a reasonable degree of care.
- (c) Confidential Information shall be used by the Receiving Party for the Purpose only and shall remain the property of the Disclosing Party.
- (d) Confidential Information shall be destroyed or returned to the Disclosing Party, along with all copies thereof (i) within thirty (30) days upon receipt by the Receiving Party of a written request from Disclosing Party setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement.
- (e) The Receiving Party shall have the right to refuse to accept any Confidential Information under this Agreement if it believes the receipt of such information would limit or restrict in any way the use of its own technology or otherwise impair its business interests and nothing herein shall obligate Disclosing Party to disclose to Receiving Party any particular information.

2.2. EXCEPTIONS

The obligations of article 2.1 shall not apply to any information, which the Receiving Party can prove:

- (a) Is or becomes part of the public domain, through no breach of this Agreement by Receiving Party;
- (b) Was in Receiving Party's possession prior to receipt from Disclosing Party;
- (c) Is received by Receiving Party from a third party free to disclose such information;
- (d) Is subsequently independently developed by Receiving Party, without use of Disclosing Party's Confidential Information;
- (e) Is approved for release by prior written authorization of the Disclosing Party; or
- (f) Is required to be disclosed by operation of law or by final court or administrative, regulatory or governmental order provided that (where reasonably possible and not materially prejudicial to Receiving Party) the Receiving Party furnishes prior notice of such requirement to the Disclosing Party and cooperates with the Disclosing Party in contesting disclosure or obtaining confidential treatment of such disclosure.

3. RIGHTS

The Receiving Party shall have no obligation to enter into any further agreement with the Disclosing Party, except as the Receiving Party, in its sole judgement, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information, shall not result in any obligation to grant the Receiving Party rights therein.

4. LIABILITY

The Receiving Party shall be liable for any unauthorized disclosure to third parties, as well as any unauthorized use of the information by itself or its personnel. Consequently, the Receiving Party shall be liable to the Disclosing Party for the violation of the secrecy obligations and restrictions of use under Article 2 of the agreement, and to indemnify the Disclosing Party of any losses suffered.

5. WARRANTY

The Disclosing Party warrants and represents that it possesses all necessary powers, rights, and authority to lawfully make the disclosure subject to this Agreement. The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "as is".

6. TERM AND TERMINATION

This Agreement shall be effective as of date of last signatures by a party. It may be terminated with respect to further disclosures upon thirty (30) days' prior written notice. This Agreement shall automatically expire five (5) years from its Effective Date. However, Receiving Party's confidentiality and restricted use obligations hereunder with respect to each item of Confidential Information as set out in art 2.1 (a), (b), (c) and (d), and the right of Disclosing Party to request the return or destruction of the Confidential Information as set out in art 2.1 (e) shall survive expiration or termination of the Agreement for a period of three (3) years from the date of expiration or termination of the Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within 45 days after giving notice to the defaulting Party, then the dispute will be submitted to the competent courts of Ljubljana, Slovenia. This Agreement shall be governed by and construed in accordance with the laws of Slovenia.

8. MISCELLANEOUS

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

Signed, stamped, scanned, saved in electronic format and printed in a hardcopy by each Party,
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative:

Authorized representative for Elaphe Ltd.

Authorized representative for _____

Name: Gorazd Lampič

Name: _____

Title: CEO

Title: _____

Date and stamp: _____

Date and stamp: _____