

Information Technology Group, s.r.l.
http://www.itgroup.ro

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "NDA") governs

- a) the transfer of information from Information Technology Group, s.r.l. ("ITG") to _____ (the "Recipient"), as of _____ (the "Effective Date").
- b) the handling by the Recipient of information transferred to it by ITG.

This NDA contains 3 (three) pages, numbered from 1 to 3, each page being signed and/or sealed by ITG and Recipient.

The parties ITG and Recipient hereby agree on the following:

Definition of Terms

For the scope of this NDA, the following terms are defined: "Confidential Information", "Confidential Information Transfer Document Format", "Transfer of Confidential Information", "Transferred Confidential Information", "Third Party Recipients", "Termination Notification Document Format"

- a) As used herein, "Confidential Information" shall mean any and all information available to ITG and which is not available in a published form at the Effective Date, including, but not limited to, (i) research ideas, research results, research directions, patents, patent applications, and patent ideas, (ii) trade secrets, business models, business forecasts, marketing strategies, financial data, customer lists, investors, contractual relationships, manufacturing (iii) proprietary information and documentation, ideas, schematics, sketches, models, know-how, algorithms, processes, formulae.
- b) The "Confidential Information Transfer" ("CIT") Document Format consists of a single- or multi-page printed document containing a "Title" section, a "Confidential Information" section, a "Date" section, a "Document ID" section, a "Signatures" section, and a "Page number" section on each document page. The "Confidential Information" section contains the actual information that is being transferred via the CIT, the "Document ID" section is a unique alpha-numeric document identifier, and the "Date" section contains the date when the Confidential Information is considered to be transferred to the Recipient. The CIT document template is integral part of this NDA.
- c) The "Transfer of Confidential Information" from ITG to Recipient occurs when ITG and the Recipient sign a CIT document under the corresponding Signature heading; following a Transfer of Confidential Information, the Recipient receives a copy of the signed CIT document, while the original CIT document remains in custody of ITG as the exclusive valid legal proof of Confidential Information transfer to Recipient. Copies of a CIT document, including without limitation facsimile, photocopy, binary files representing scanned images, etc, will not be considered valid proofs of Transfer of Confidential Information.
The media format for Transfer of Confidential Information is exclusively the CIT document.
- d) The term "Transferred Confidential Information" ("TCI") will designate any and all Confidential Information that has been received by Recipient as the result of a Transfer of Confidential Information
- e) The term "Third Party Recipient" ("TPR") will designate any legal and/or physical entity apart from ITG and Recipient
- f) The "Termination Notification" ("TN") document format consists of a single-page paper document containing a "Non-Disclosure Agreement Termination Notification" section, a "Date" section, and a "Signature" section. The Non-Disclosure Agreement Termination Notification section stipulates the termination terms and conditions, and the Date section specifies the termination date of this NDA. The TN document template is integral part of this NDA.

Disclosure

The Recipient hereby warrants it will not willingly disclose to Third Party Recipients (TPR) any Transferred Confidential Information (TCI) without obtaining prior permission from ITG. The permission to disclose TCI to TPR will always be in writing, will be signed and sealed by ITG, and will stipulate the applicable terms and conditions for the disclosure. No other media except the original written paper document, including without limitation any form of facsimile, verbal agreements, audio and/or video recordings, etc, will be considered valid authorization for disclosing TCI to TPR.

Reproductions

The Recipient hereby warrants it will not make any reproductions of Transferred Confidential Information (TCI), fully or in part, in original or modified form, without obtaining prior permission from ITG. The permission to reproduce TCI will always be in writing, will be signed and sealed by ITG, and will stipulate the applicable terms and conditions for the reproduction. No other media except the original written paper document, including without limitation any form of facsimile, verbal agreements, audio and/or video recordings, etc, will be considered valid authorization for reproducing TCI.

Notice of Loss or Unauthorized Disclosure or Reproduction

The Recipient will immediately notify ITG in the event of any loss, unauthorized disclosure, or unauthorized reproduction of Confidential Information, that comes to its attention. The notification will be made in writing and sent to the ITG mailing address.

Intellectual Property Rights

The Recipient acknowledges and agrees that no provision in this NDA shall, in any circumstance, be construed as granting any property rights to any Confidential Information transferred and/or disclosed pursuant to this NDA. Thus, the Recipient will not use in any way and for any purpose, commercial or non-commercial, any Transferred Confidential Information (TCI) and/or items incorporating, or derived from, the TCI, except strictly for the purpose of evaluation, or pursuing, of a business relationship with ITG.

No Warranties

The Recipient hereby acknowledges that the Transferred Confidential Information is provided "as is" by ITG, without any warranties, expressed or implied, regarding its accuracy, completeness, or suitability.

Termination

The decision to terminate this NDA is the exclusive prerogative of ITG.

This NDA will only terminate when a Termination Notification (TN) document will be received by the Recipient from ITG, but no sooner than the date specified in the "Date" section of the TN document. This NDA does not terminate if/when the Recipient ceases to exist as a legal and/or physical entity. Starting with the Effective Date and until this NDA terminates, all the Recipient's obligations as stipulated in this NDA shall be binding upon the Recipient, the Recipient's heirs, successors, and assigns.

The signed and sealed original TN document is the exclusive legal proof of termination of this NDA. No other media except the original written paper TN document, including without limitation any form of facsimile, verbal agreements, audio and/or video recordings, etc, will be considered valid proofs of a Termination Notification.

Governing Law

This NDA is governed by, and shall be construed in accordance with, the laws of Romania. Any disputes under this NDA may be brought to the Romanian courts in Bucharest.

Amendments

This NDA may not be amended.

Integrity

If any provision of this NDA is found unenforceable and/or invalid by a proper authority, such unenforceability or invalidity shall not render this NDA unenforceable or invalid as a whole, nor will it constitute a waiver of any other term hereof, and, in such event, the respective unenforceable and/or invalid provision shall be changed and/or interpreted in such a way as to best accomplish its original objectives within the limits of the applicable laws and/or court decisions.

Remedies

The recipient hereby agrees that breach of this NDA may cause ITG irreparable damage, and as such ITG shall be entitled to receive timely injunctive relief under this NDA, as well as further relief as may be granted by a competent court.

IN CASE OF BREACH BY THE RECIPIENT OF ANY PROVISION(S) FOUND IN THIS NDA, THE RECIPIENT ACKNOWLEDGES AND AGREES THAT ITG MAY, AT ITS SOLE DISCRETION, BRING ITS CASE TO A COMPETENT COURT IN VIEW OF EVALUATION OF DAMAGE, AND CLAIM COMPENSATION FROM RECIPIENT, INCLUDING MONETARY COMPENSATION, AS DETERMINED BY THE COURT.

Notices

All notices and reports permitted and/or required under this NDA shall be made in writing, shall be delivered exclusively to the mailing addresses of ITG and Recipient with return receipt required, and shall be deemed given 1 (one) month after deposit in the mail.

The exclusive obligation of the delivering party is to follow the above procedure for the deposit, and retain the mail service coupon received upon deposit as it is the exclusive legal proof of delivery. No other document except the original mail service coupon, including without limitation any form of facsimile, digital copies, photocopies, etc, will be considered valid legal proof of delivery.

Parties

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