



CONTRACT DE CONFIDENTIALITATE RECIPROCA SI NEELUDARE
MUTUAL CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

MUTUAL CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

Concluded between:

Innovative Farm S.R.L., J12/1313/2013, CUI 31546216, headquartered at 22/25 Ghe. Dima Street, Cluj-Napoca City, Cluj County, Romania, duly represented by Mr. Daniel Dorin Tăbăcaru, as CEO (the” Disclosing Party”), and

[REDACTED]

[REDACTED]

as [REDACTED]

(the “Recipient” or the “Receiving Party”).

When appropriate, each of these parties will be hereinafter individually referred to as "Party" and/or "Receiving Party" and/or "Disclosing Party", and collectively referred to as "Parties".

HAVING WITNESSED THAT:

Taking into consideration that the Parties expect that during the aforesaid discussions it may be necessary for each Party, at its discretion, either itself or through a third party, to disclose and communicate, in writing, visually, and/or orally, information which herein below is defined as "**Confidential Information**", to the other Party;

AND WHEREAS, the Parties wish to reciprocally protect and safeguard their respective proprietary rights and interests in respect of aforesaid Confidential Information and desire to define their respective rights and obligations in relation thereto in this Agreement.

THE PARTIES HAVE HEREBY AGREED THE FOLLOWING:

ART. 1. DEFINITION

For the purpose of this Agreement "Confidential Information" means any data or information that is disclosed by the Disclosing Party that provides information to the Receiving Party and which are owned and/or created by the Disclosing Party that provides the information, including but not limited to:

(i) any marketing strategies, plans, financial data / information, or projections, operations, sales estimates, business plans / data, forecasts and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies or consultants, information and trade secrets;

(ii) any plans for products or services, and customer or supplier lists;

(iii) any scientific or technical information, specifications, design, technical requirements, process, procedures, formula, improvement of procedures / processes / existing inventions, methods, technology or models;

(iv) any concepts, reports, data, know-how, works in progress, designs, development tools, specifications, photographs, films, computer software, source code, object code, algorithms, databases, flow charts, presentations, trademarks, patents, invention and innovation, technologies, documents and their annexes, information and trade secrets and any other

information that should reasonably be recognized as confidential information of the Disclosing Party, transmitted in any way or form of communication (for example but not limited to: oral, visual, in writing, on any medium, by transmission systems audio, voice, voice / image or informatic, etc.) or that are presented or disclosed by the Disclosing Party to Receiving Party in connection with the Contract of Representative during a meeting or otherwise, and which were explicitly marked "confidential" or, when disclosed orally, were identified as confidential at the time of disclosure, and all results and/or conclusions issued in conference rooms, or in voice calls, voice/ image, or computer transmission.

(v) Notwithstanding the above, the definition does not include information that was known by the Receiving Party before their disclosure under this Agreement, or information was in the public domain at the time of disclosure or thereafter enters the public domain without being considered a violation of the terms of this agreement on behalf of the Receiving Party, or becomes known to Receiving Party through revelation made by sources other than the Disclosing Party who has the right to disclose such information.

The information and documents communicated during the meetings in any form like, skype, emeeting, are considered confidential ab initio.

ART. 2. RIGHTS AND OBLIGATIONS OF THE PARTIES. USE OF CONFIDENTIAL INFORMATION

2.1.1. The Parties hereby reciprocally acknowledge that the Confidential Information which either Party, at its sole discretion provides to the other Party, and all rights contained therein and/or in relation thereto, are the exclusive property of the Disclosing Party (or a third party which has granted the Disclosing Party the right to disclose the same) and shall be held in trust by the Receiving Party for the benefit of the Disclosing Party.

2.1.2. Confidential Information, if disclosed in writing shall be marked "Confidential" and, if disclosed orally, in writable readable form, and/or by visual inspection, Confidential Information will first be identified as confidential at the time of oral and/or visual disclosure.

2.2.3. The Disclosing Party shall make its best efforts to subsequently confirm in writing within at the latest thirty (30) days following oral and/or visual disclosure, the confidential nature of the Confidential Information disclosed orally and/or visually, except when it is qualified with this character as this Agreement.

2.1.4. This Agreement shall apply to all Confidential Information disclosed after the concluding date of this agreement.

2.2.1. Each Party therefore undertakes to keep in the strictest confidence the Confidential Information received in whatever form as specified hereinafter, and to protect and safeguard the same by taking measures at least equal to those applied or applicable to its own Confidential Information, but no less than reasonable case.

2.2.2. Each Party agrees to use the Confidential Information received from the other Party solely in connection with the Contract for Representative and shall refrain from any use of such Confidential Information for any purpose other than the Contract of Representative, except such purposes as may be authorized by any subsequent written agreement between the Parties relating to the Contract of Representative.

2.2.3. The parties undertake not to make approaches to obtain data and information subject to this contract by unfair methods.

2.2.4. The Receiving Party undertakes not to develop technologies, methods, devices, etc. based on Confidential Information.

2.2.5. The Receiving Party undertakes to notify Disclosing Party immediately upon becoming aware of any breach of confidence by any person that communicated the Confidential Information and give all necessary assistance in connection with any steps which Owner of Information may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

2.3. Each Party agrees not to divulge or disclose, either directly or indirectly, in whatever form or by whatever means, the Confidential Information to third parties without the prior written consent of the Disclosing Party.

2.4.1. Any copies and/or reproductions of the Confidential Information shall contain any and all references to the relevant ownership rights and intellectual proprietary rights, copyrights, trademarks and trade names, as well as any and all legends and markings expressing the confidential nature of the copied Confidential Information. Copying or reproduction shall be made only with the mandatory prior authorization of the Disclosing Party.

2.4.2. The Parties agree that each Party has the right to disclose or allow access to Confidential Information received and / or any part thereof by its employees, members of boards, agencies and consultants, as well as any Associated Beneficiaries, its members of boards and employees, agencies and consultants to the extent that these individuals and / or legal need to know details of the Contract of Representative and solely for the purpose of the Projects.

2.4.3. For the purposes of this clause, "Associated Beneficiary" of a Party is considered the person or entity that directly or indirectly controls the Party or holds shares in that Party and other natural or legal persons who directly or indirectly holds shares in shareholders Party. For the purposes of this clause "control" means having the ability to influence company decisions.

2.4.4. The receiving Party undertakes to ensure compliance with this contract by its employees, members of boards, agencies and consultants, as well as any Associated Beneficiaries and its employees, members of boards, agencies and consultants who receive Confidential Informations being jointly liable with them to meet the obligations under this contract under penalty of liability for prejudice.

2.5.1. The confidentiality and non-disclosure obligation as set forth in this Article shall not apply to Confidential Information for which the Party reasonably proves:

- (i) that it was in the Receiving Party's possession prior to or at the time of the concluding of this Agreement ;
- (ii) that, at the time of communication to the Receiving Party, was publicly available or in the public domain;
- (iii) that it was obtained by the Receiving Party from a third party without breaking any non-disclosure and/or confidentiality obligation;
- (iv) that it has become publicly available through no breach of the Receiving Party's obligations under this Agreement ;
- (v) that it was independently developed by the Receiving Party or its associated or affiliated companies without the benefit of data received from the Disclosing Party or an associated or affiliated company thereof;
- (vi) that the Receiving Party is legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to disclose the informations to public authorities, provided that unless prohibited by law the Receiving Party promptly (and, in any event, before complying with any such requirement) has provided the Disclosing Party with notice of such requirement so that it may seek a protective order or other appropriate remedy.

2.5.2. If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall however continue to be subject to the prohibitions and restrictions set out in this Agreement.

2.5.3. The communication of the Confidential Information supplied under this Agreement does in no event confer or imply the grant or agreement to grant any license or other rights (e.g. intellectual property rights) to the Receiving Party, except as specifically set forth in this Article.

2.5.4. The communication of the Confidential Information supplied under this Agreement does not allow or entitle the Receiving Party to use, lease, sell, disclose to or otherwise dispose for the benefit of any party or person other than the Disclosing Party, the analysis, products, sub-assemblies, assemblies or components, manufactured, designed or otherwise generated on the basis or by making use of the Confidential Information or by using the Confidential Information in combination with other information.

3. TERM AND TERMINATION

3.1. This Agreement shall come into force upon conclusion and shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed after concluding this agreement shall remain in effect indefinitely.

4. APPLICABLE LAW AND LITIGATIONS

4.1. This Agreement shall be governed and construed under the laws of Romania and laws European.

4.2 Any dispute arising from or relating to this contract, including on the conclusion, performance or termination, shall be settled by the competent courts of the office of Innovative Farm.

4.3. This contract is signed in two copies, one for each side in English.

5. GENERAL PROVISIONS

5.1.1. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf and or for account of the other Party without the latter's prior written consent.

5.1.2. Neither party may directly or indirectly assign or transfer this agreement without the prior written consent of the other party.

5.2. No amendment to terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of both Parties.

5.3. This Agreement shall be binding upon the Parties hereto and their respective successors, assigns, subsidiaries and affiliates.

5.4. The Parties hereto agree to perform their obligations hereunder without any charge or expenses to each other.

5.5. Failure of any of the obligations of this contract brings the guilty party ordered to pay the other one party a compensation of minimum 51% of the turnover achieved by the party or third party using Confidential Information, which will be complemented with the expenses and attorney's fees.

5.6 The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

6. WARRANTY

6.1. Each party warrants that it has the right to make the disclosures under this Agreement.

6.2. The parties acknowledge and understand that, although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of assessing the possibility of concluding a Transaction, no warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party.

6.3. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it

chooses not to disclose.

6.4. Either party shall be liable to the other party or other party's representatives resulting from any use of the Confidential Information in any manner, which violates this Agreement. This provision can not be interpreted as modifying other contractual obligations.

7. MISCELLANEOUS

7.1. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

7.2. Correspondence and notifications made in connection or in accordance with this contract will be performed in one of these ways: direct delivery under the signature of receipt; by post or by courier with acknowledgment of receipt; facsimile; by e-mail.

7.3. Correspondence and notices will be deemed communicated:

- the date mentioned by the recipient, if direct remission;
- the date of sending electronic correspondence by e-mail;
- the date of receipt in case of shipment by mail or courier;
- next working day that the correspondence was transmitted by fax.

7.4. Correspondence and notices will be considered validly submitted if they are addressed to one of these contacts:

- for Innovative Farm S.R.L.: adress: Pipera Tunari, nr. 198, Ibizasol, bl. Toledo ap. 1, Voluntari, Ilfov, Romania; e-mail: daniel.tabacaru@caviarfactory.ro; Phone: +40-724593613

- for ... from: address ...; e-mail:...; Phone:...

We, the parties of this Agreement, declare that we understand the above and assume obligations mentioned freely, confirming that through the signatures below.

DISCLOSING PARTY

LEGAL REPRESENTATIVE

Daniel Dorin Tăbăcaru

RECEIVING PARTY

LEGAL REPRESENTATIVE

Date ___/___/_____