

## **Confidentiality Offer Agreement**

This offer agreement (hereinafter the Agreement) is addressed to a user (hereinafter the User) of the website located on the Internet at the address <https://nova.lc/> (hereinafter the Site) and is an official, public offer of the Site Administration, NovaSoftware OÜ, registration code 14686567, location: 11412, Mayaka St. 26, Tallinn, Republic of Estonia, hereinafter referred to as the Discloser, to enter into an agreement as follows.

Acceptance of the Agreement means that the User agrees to all the provisions of this offer. The moment of full and unconditional acceptance of the Discloser's offer by the User (acceptance of the Agreement) is considered to be the expression of the User's consent to the text of this Agreement by means of confirmation with the "v" sign in the form on the Site; this form is requested when entering the user password in the Data Room section on the Site for sending feedback forms.

### **Article 1**

- 1.1. In accordance with this Agreement, the User undertakes to maintain the confidentiality of information constituting a production or commercial secret (hereinafter Confidential Information), which is owned by the Discloser or by third parties (in cases where the User received this information from the Discloser), regardless of the grounds of its receipt by the User and due to access to such information, provided by the Discloser.
- 1.2. The parties to this Agreement understand Confidential Information as information of any nature (production, technical, economic, organizational, etc.), including the results of intellectual activity in the scientific and technical field, new solutions and technical knowledge as well as methods of professional activity of the Discloser, which have actual or potential commercial value for the Discloser due to their non-public nature and to which third parties do not have free access legally.
- 1.3. This Agreement applies to Confidential Information that was:
  - transmitted or became known to the User during the use of the provided access to the Data Room section on the Site;
  - transmitted by the Discloser to the User under concluded contracts (agreements), as well as arrangements of any kind, or in negotiations, including pre-contractual negotiations and correspondence, or in connection with them.

### **Article 2**

- 2.1. This Agreement also applies to Confidential Information received by the Discloser both before and after the conclusion of this Agreement.
- 2.2. Confidential Information may be received by the User in any form, including in writing, orally, in the form of an image, sound record, or video, in a volumetric and spatial form, or other form, including the use of technical means.
- 2.3. When being transmitted, Confidential Information shall be designated by the Discloser(s) as confidential by applying the relevant marking (privacy stamp) on the tangible medium (document) containing Confidential Information, or by means of a reservation in the document on transmission (receipt) in accordance with clause 2.4 hereof. If Confidential Information is provided orally, the Discloser is obliged to notify the confidential nature of the information provided.
- 2.4. The transmission (receipt) of Confidential Information shall be made in writing by means of a note, record, or other document, or a reservation (reference) in a contract, other document, letter, including electronic correspondence.
- 2.5. Confidential Information shall be personally transmitted (received) by the respective party (its authorized person). By the decision of the Discloser, Confidential Information may be transmitted (received) by mail, courier mail, telephone, telegraph, fax, or via the Internet.

### **Article 3**

- 3.1. The User, as the recipient, undertakes:
  - 3.1.1. to maintain the confidentiality of the information specified in clause 1.2 hereof;
  - 3.1.2. not to disclose Confidential Information and not to use this information for commercial or personal purposes (in particular, confidential information shall not be used when performing similar or like activities to those of the Discloser), except for the purposes for which this information was transmitted: conclusion / settlement of transactions related to the acquisition of a share in the share capital of NovaSoftware OÜ or for other purposes agreed with the Discloser;
  - 3.1.3. to comply with and implement measures established by the Discloser in order to protect the confidentiality of Confidential Information transmitted (received) on tangible media;
    - Confidential Information shall be stored and used by the User on administrative (office) premises providing physical safety of the Confidential Information;
    - passwords shall be set on personal computers, in the memory of which Confidential Information is stored, in order to ensure the safety of Confidential Information and exclude access to Confidential Information by other persons, except for persons authorized for such access in accordance with this Agreement;
    - Confidential Information shall be stored and used by the User separately (apart) from information of third parties in separate folders, files, directories, etc.
    - unless otherwise agreed, Confidential Information shall not leave the places of its storage / use;
    - Confidential Information shall not be left in places that are accessible to persons who are not authorized to process the information by the User;

- during work (performance of actions, operations), documents or other tangible media containing Confidential Information shall be placed in such a way as to make unauthorized persons unable to familiarize themselves with (have access to) them;
  - Confidential Information and/or its tangible media, including any extracts and quotes, may be copied or reproduced otherwise only with the written consent of the Discloser. At the same time, if a copy or other result of reproduction of Confidential Information (its tangible media) is no longer required, these media are subject to mandatory destruction by means of special mechanical devices or manually. In regard to copies or other results of reproduction of Confidential Information and/or its tangible media, including any extracts and quotes, the User is obliged to implement the same protection measures as in regard to the originals;
  - immediately inform the Discloser in the event of loss (damage) or disclosure or a threat of loss (damage) or disclosure of Confidential Information as well as in the event of detection of signs of illegal receipt (use) of Confidential Information by third parties or such a threat.
- 3.1.4. The User undertakes to immediately inform the Discloser if providing Confidential Information to a public authority, other government authorities, or local governments in the cases established by the legislation, simultaneously with the information being so disclosed.
- 3.1.5. The User undertakes to return Confidential Information and its tangible media to the Discloser:
- at the request of the Discloser; and/or
  - upon termination of this Agreement for any reason; and/or
  - upon achievement of objectives under clause 3.1.2 hereof, including upon performance of obligations under contracts (agreements), as well as upon termination of obligations of the parties on other grounds and/or in other cases.
- In accordance with this article, the return shall be made within two (2) business days from the date the User receives the relevant request from the Discloser or from the date of achievement of objectives, performance or termination of obligations as described above, unless otherwise agreed by the parties in addition or established by a relevant contract (agreement).
- 3.1.6. Simultaneously with the return in accordance with clause 3.1.5 hereof, results of copying, extracting, processing, summarizing, analytical calculations, or other use of Confidential Information shall be destroyed, unless other instructions of the Discloser arrive.

#### **Article 4**

- 4.1. In case the User wilfully or negligently discloses Confidential Information, the Discloser and/or the right holder is entitled to claim payment of a penalty in the amount of fifty thousand (50,000) Euros.
- 4.2. If the disclosure of Confidential Information by the User caused losses to the Discloser (or to the owner of the information provided by the Discloser), the losses shall be compensated in excess of the penalty specified in clause 4.1 hereof.
- 4.3. If the Discloser detects breaches of the terms and conditions of article 3 hereof by the User, the Discloser is entitled to issue a warning to the User to cure the breaches of this Agreement.
- 4.3.1. If the User fails to cure the breaches within the time limit set forth in the warning, the Discloser, at its discretion, is entitled to:
- Refuse the performance of a contract / obligation for the purposes of which performance this Agreement is concluded (clause 3.1.2 hereof). In this case, the contract shall be considered as terminated on the day the Discloser receives the refusal to perform the relevant contract / obligation (unless otherwise provided by the contract / obligation) and/or
  - Claim the return of money paid under the contract / obligation for the purposes of which performance this Agreement is concluded.
- 4.4. Any party failing to perform or improperly performing this Agreement shall be liable if it does not prove that due performance was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under these conditions.
- 4.5. Termination of this Agreement, contract / obligation, specified in clause 3.1.2 hereof shall not release the party from the liability stipulated by this article.

#### **Article 5**

- 5.1. The parties will make all necessary efforts to settle any disputes arising out of this Agreement, in connection with it, or with its breach or termination, by means of negotiations.
- All disputes and disagreements arising out of this Agreement shall be settled through negotiations. If the parties fail to reach an agreement during negotiations within one (1) month from the date of commencement of correspondence in regard to the dispute or disagreement, then such disputes and disagreements may be brought before the courts.
- 5.2. The period for reviewing claims under this Agreement is ten (10) working days from the date of receipt of the claim.

#### **Article 6**

- 6.1. Any revisions, amendments, or updates to this Agreement shall be in force only if they are drawn up in writing and signed by duly authorized representatives of each party, whose signatures are stamped.
- 6.2. This Agreement becomes valid from the date of its signing and remains valid for five (5) years from the date of termination of legal relations between the parties. The parties have agreed that the relations of the parties arising before the conclusion of this Agreement and aimed at the conclusion of contracts and agreements of any kind are hereby settled. This Agreement regulates the relations between the parties in addition to the contract to be concluded by the parties for performing works / providing services/ transferring things or rights and other contracts.
- 6.3. This document is governed by the law of Estonia and falls under the jurisdiction of courts of Estonia.