

*Example of NDA contract

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned:

1. >**Client Name**<, >Address<, >City<, >State<, registration number: >enter number<, ID for VAT >enter number<, represented by >Name Surname< (hereinafter referred to as: "Client");
2. **BENS Consulting d.o.o.**, a company incorporated under the laws of Slovenia, ID Nr.: 5483204, VAT Nr.: SI75902699, with address Bakovniška 7, 1241 Kamnik, Slovenia, duly represented by its CEO Mr. Bojan Buinac, hereinafter: "Recipient",

Parties 1. and 2. also collectively referred to as: "**Parties**" or individually as "**Party**"

WHEREAS:

- a. For the mutual benefit of Parties certain information - regarding product analyses, concepts and developments, product ingredients, products production, products marketing data, regarding any kind of clinical tests and its results, regarding products registration, and products patents - of a confidential nature may be disclosed to the Recipient in order that Recipient will invest in and/or possibly cooperate with CLIENT (the "**Project**");
- b. CLIENT is willing to disclose such information as it may see fit on the basis that it is protected as provided in this confidentiality agreement (the "**Agreement**");

HAVE AGREED AS FOLLOWS:

Article 1 - Definition

- 1.1 In this Agreement "**Information**" shall mean all information received by Recipient, its affiliates, representatives, employees, advisers or agents, from CLIENT, its affiliates, representatives, employees, advisers or agents, whether written or oral, including but not limited to technical, financial, business information, models, names of potential partners, contracts, proposed business-deals, reports, plans, (market)projections,

software, drawings, trade-secrets, research, data, know-how, strategies, products, brands, concepts, intellectual property, formulas, packaging developments or any other confidential or proprietary information concerning CLIENT and/or the Project, including information:

a. that was already received from CLIENT of Recipient prior to the signing of this Agreement;

1.2 The term Information does not include information that Recipient did not receive from CLIENT but is in possession of the Recipient without violating the Agreement.

Article 2 - Non-disclosure

2.1 Recipient acknowledges the confidentiality of the Information and shall keep the Information confidential, shall treat the Information in strictest confidence and shall not disclose such Information, in whole or in part, to any other person, except with prior written consent of CLIENT. The Information shall not be used for any other purpose than in relation to the Project.

2.2 Recipient will ensure that access to the Information will be restricted to those of its employees and professional advisers that are actively and necessarily engaged in considering; evaluating and examining the Information and that such employees and professional advisers are made fully aware of Recipient's obligations of confidentiality to CLIENT.

2.3 Recipient shall not disclose:

- a. that it received Information on CLIENT (from CLIENT or through CLIENT);
- b. that it entered into this Agreement with CLIENT, and
- c. that it has an interest in the Project.

to Parties that are not mentioned in Article 2.2

Article 3 - Compliance with legal Process

3.1 In the event that it is legally requested to disclose any Information, Recipient shall notify CLIENT of such request or requirement, if possible prior to disclosure, so that CLIENT may seek appropriate measures to avoid disclosure. If Recipient is - in the

absence of such measures - nevertheless compelled to disclose such Information, Recipient may disclose such Information without liability to CLIENT hereunder.

Article 4 - Direct contact

- 4.1 Recipient shall not have direct contact with representatives of CLIENT, its suppliers or customers before Recipient has received a written confirmation from CLIENT.
- 4.2 Recipient shall not directly solicit the employment of or engage any employee or adviser of CLIENT nor shall Recipient make use of their knowledge and/or their services in any other way, before Recipient has received a written approval to do so from CLIENT.

Article 5 - Administration

- 5.1 On the request of CLIENT, and in any case within 2 weeks after it has become clear that Recipient and CLIENT shall not continue (to pursue the realization of) the Project, Recipient shall return all Information and carriers of Information to CLIENT and confirm in writing to CLIENT thereafter that no Information is kept or withheld by Recipient.
- 5.2 The Information and carriers of Information which cannot be returned shall be destroyed by Recipient giving written confirmation thereof to CLIENT. The return or destruction of Information shall not affect the obligations under this Agreement.

Article 6 - Limitation

- 6.1 No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, direct or indirect, under any patent, copyright or other industrial property right now held or which may be obtained or which is or may be licensable by either party.
- 6.2 Recipient acknowledges that any intellectual property rights arising out of or in connection with the Information are the sole property of CLIENT and that Recipient will not be entitled to claim any intellectual property rights whatsoever relating to the Information, without the prior written consent of CLIENT.

Article 7 - Term

7.1 The obligation of Recipient to maintain the confidentiality of the Information it has received under this Agreement shall continue for a period of five years after receipt of Information by the Recipient.

Article 8 - Penalty clause

8.1 Violation of the provisions of this NDA shall constitute a misdemeanor.

8.2 If Parties violates this NDA or fails to comply with any of these requirements, the violating Party shall pay a fine to the violated Party. The height of the fine is a function of how gravely it is violated and the consequences of this misdemeanor for the violated Party.

Article 9 - Miscellaneous

9.1 No waiver

No failure of delay by CLIENT in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9.2 Amendment

This agreement may not be modified, amended or abandoned orally, but only in writing and has to be accepted in written by both parties.

9.3 Publicity

Recipient shall not make any announcement or other communication relating to CLIENT or the subject matter of this Agreement without the prior written consent of CLIENT, either before or after termination hereof.

9.4 Governing law

This agreement shall be governed by and construed in accordance with the laws of Slovenia.

9.5 Jurisdiction

Any disputes between the parties hereto resulting hereof which shall not be amicably resolved, shall be referred to the competent court in Ljubljana, Slovenia and used language shall be Slovene or English.

In witness, whereof Parties have each caused this agreement to be executed by their duly authorized officers or representatives, thus agreed and signed in 2-fold on the 5. 02. 2019:

BENS Consulting d.o.o.

Name: Mr Bojan Buinac

>Client Name<

>Name Surname<