

OPEN NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement"), effective as of [DATE] 2017 is entered into by and between the following Parties:

NAISS (partnership)
<https://naiss.io>

Represented by:

Ed Fernandez
237 High St. Palo Alto. CA.
USA 94301
id Y4878185
email: ed@naiss.io
telephone: 4157998004

AND

[]

WHEREBY IT IS AGREED AS FOLLOWS:-

1. Interpretation

Under the terms of this Agreement the following shall herein after have the meaning:-

- 1.1. "Confidential Information" means any and all information of any nature whatsoever, oral, written, visual, electronic or otherwise, , that is clearly labelled or indicated or reasonably expected to be confidential (including, but not limited to, any financial, technical or commercial information, know-how, trade secrets, investors, financiers, lenders and financial processes) which has been or may in the future be disclosed by any Party ("Disclosing Party") to any other Party ("Receiving Party") howsoever such information is disclosed by the Disclosing Party to the Receiving Party, but excluding any information that:
 - 1.1.1. is known to or in the possession of the Receiving Party prior to the disclosure thereof by the Disclosing Party or, in the case of financing corporations or investors introduced to the Receiving Party by the Disclosing Party, is already known by the Receiving Party ; and/or,
 - 1.1.2. becomes publicly known other than through a breach by the Receiving Party of its obligations under the terms of this Agreement.
- 1.2. "Party" or "Parties" means any signatory to this Agreement together with any associate, subsidiary or holding company of such Party or any company in which such Party is the majority shareholder;
- 1.3. "Officer" means any employee, director, or partner or shareholder of either Party.
- 1.4. "Agent" means any associate companies, subsidiaries, customers, clients, prospective customers and clients, consultants, associates, agents, representatives, contractors, sub contractors, service providers, subsidiaries, branches, or lawyers of either Party.

2. Background

- 2.1. The Parties intend to collaborate on an ongoing flow of transactions. This Agreement shall cover all transactions between the two Parties;
- 2.2. It is contemplated that during the course of this relation, Confidential Information will be disclosed by the Disclosing Party to the Receiving Party;
- 2.3. In order to safeguard each Party's respective rights, the terms and conditions under which the Confidential Information is disclosed by either Party to the other is governed by this Agreement.

3. Undertakings

The Receiving Party hereby acknowledges that the Confidential Information is being made available to it for the purposes set out in clause 2 above and accordingly agrees :-

- 3.1. to treat the Confidential Information as strictly confidential and to use it exclusively for the purposes set out in clause 2 above;
- 3.2. to only disclose Confidential Information to the Receiving Party's Officers for the purposes contemplated in clause 2 above on a strict need to know basis. In the event that Confidential Information is disclosed to any Officer, the Receiving Party will ensure that such persons signs or has signed this Agreement and that they are fully aware of the confidential nature of the Confidential Information;
- 3.3. not to publish, disclose or use for its own benefit or for the benefit of any third party any of the Confidential Information that it may acquire from the Disclosing Party, or to which it may acquire access in or to;
- 3.4. to immediately advise the Disclosing Party if the Receiving Party is requested or compelled by law or legal action to disclose any part of the Confidential Information of the Disclosing Party;
- 3.5. to return or destroy all originals and copies of any of the Confidential Information (as well as all notes or copies of documents concerning the Confidential Information which may have been created or prepared or which were obtained as a result of the Confidential Information being made available to the Receiving Party) to the Disclosing Party immediately on request, at the Disclosing Party's option, unless otherwise agreed by the Disclosing Party in writing.

4. Non-Compete

- 4.1 Neither Party will, on its own account or on behalf of any of its Agents, establish contact, directly or indirectly, with any entity or person named or disclosed in the Confidential Information for the purpose of negotiating or entering into agreements, business relations or contracts with those named entities or persons, for the purpose of circumventing the other Party and/or its business partners

5. Indemnity

- 5.1. Each Party will indemnify the other Party in respect of any loss incurred by that Party as a result of any breach of the obligations of this Agreement.

6. General

- 6.1. This document represents the entire Agreement between the Parties regarding the matters contained herein. Neither Party shall be bound by any, representations, warranties, promises or undertakings of the other Party not recorded herein. All alterations, cancellations, variations of or additions to this Agreement must be agreed to in writing and signed by all the Parties;
- 6.2. This Agreement and all matters or disputes arising there from shall be governed in accordance with the laws of Switzerland and each of the Parties agrees to the non-exclusive jurisdiction of the Swiss courts;
- 6.3. The disclosure of Confidential Information shall not be construed as granting any right, title, license, interest or ownership in the Confidential Information;
- 6.4. This Agreement does not establish, create or suggest a partnership or any other form of association between the Parties. Accordingly, under no circumstances, shall any Party have the power to represent or bind the other Party, unless otherwise agreed to in writing between the Parties;
- 6.5. Any notices required to be given hereunder shall be properly given if sent, in respect of the other Party, to the relevant address appearing herein.

7. Waiver of rights, compromises

- 7.1. NAISS does not warrant that the confidential information shall be correct and complete. The Receiving Party understands and agrees that NAISS will pass on the information without making an independent investigation into the accuracy of the same.
- 7.2. Any right or remedies conferred by this Agreement upon either Party shall be in addition to and without prejudice to all other rights powers and remedies available to that Party whether arising under the Swiss Code of Obligations or any other document, deed or investment.
- 7.3. No delay or failure of either Party in exercising any right power or remedy under this Agreement shall constitute a waiver by that Party of any other right power or remedy, now or in the future.

8. Term & Termination

- 8.1. This Agreement shall come into effect immediately upon signature of the Parties and shall remain in effect until terminated.
- 8.2. Either party may terminate this Agreement with three (3) months notice.
- 8.3. Sections 3, 4, 5, 6, 7 & 8 shall survive the termination of this Agreement and remain in force and effect for a period of twenty four (24) months after the termination.
- 8.4. The use of residual information, that which is retained in the mind of the Party, for the purpose of developing derivative works is prohibited for a period of thirty six (36) months after the termination of this Agreement.

9. Assignment

No Party shall be entitled to sell, assign, or transfer in any manner its interest and obligations under

this Agreement, whether in whole or in part, without the prior written agreement of the other Party.

10. Entitlement to Damages

Each Party hereby acknowledges and confirms to the other that damages alone are not an adequate remedy for any breach of the provisions of this Agreement. Accordingly, and without prejudice to any and all other rights or remedies that either Party may have against the other, each shall be entitled to seek, specific performance and / or injunctive relief for any actual or threatened breach of any of the provisions of this Agreement without proof of specific damage.

11. Costs

Each Party shall pay its own legal costs associated with the preparation of this Agreement.

In Witness the hands of the Parties the day and year first hereinbefore written

Signed on behalf of **NAISS**

Ed Fernandez ed@naiss.io

Date: 2017

Signed on behalf of

Date2017