

Nondisclosure Agreement

This Nondisclosure Agreement (hereinafter referred to as the "Agreement") is entered on _____ (the "Effective Date") into by and between:

RND64. Inc. (hereinafter referred to as "**RnD64**"), a Delaware corporation, having its registered address at legal seat: 3422 Old Capitol Trail, Wilmington DE 19808, and

(hereinafter referred to as the "**Partner**").

RnD64 and the Partner, who each individually are referred to as the "**Party**" and collectively as the "**Parties**", have agreed as follows:

1. Purpose

This Agreement shall be made for the purpose of keeping the confidentiality, avoidance of dissemination, leak, disclosure or unauthorized use of confidential information and commercial secret (hereinafter – the "**Confidential Information**"), as these terms are specified herein, which could be known to or obtained by the Parties during rendering of business or any advisory services by the Parties to each other or during discussion of possible business relationship between the Parties (hereinafter – the "**Project**").

2. Term of the Agreement

This Agreement shall become valid and effective of the moment of its signing by the Parties and shall keep its force and effect during five (5) years. The Agreement will be effective upon the end of term specified herein in relation to certain information as long as such information contains commercial secrets.

3. Confidential information

"**Disclosing Party**" means the party that owns and/or discloses Confidential Information hereunder.

"**Receiving Party**" means the party that receives and/or accesses Confidential Information hereunder.

"**Confidential Information**" means any information including, but not limited to, technical data or know-how, regardless of the form in which it is communicated or maintained, or information which relates to data, research or development activities and plans, manufacturing, product plans, products, services, customers, personnel, suppliers, markets, computer programs, source code, developments, inventions, processes, designs (including technical specifications, architectures, circuit schematics and circuit layouts), drawings, engineering, hardware configuration information, systems, methods, formulas, devices, manufacturing and/or test specifications, patents, patent applications, trademarks, marketing plans, business plans, business opportunities or finances or financial statements of or relating to Disclosing Party and/or the Project.

The Disclosing Party shall designate Confidential Information as such prior to, during or immediately after (not to exceed thirty (30) days) disclosure. The Disclosing Party shall mark the material manifestations of its Confidential Information as being confidential or proprietary so that the Receiving Party is aware that its receipt is governed by the terms of this Agreement. The foregoing notwithstanding, the terms of this Agreement also pertain to information not so marked if the Disclosing Party informs the Receiving Party of its confidential nature prior to, during or immediately after (not to exceed thirty (30) days) disclosure or if the Receiving Party otherwise knows or should reasonably be expected to know of their confidential nature.

4. Exceptions

Notwithstanding the above, the obligations of this Agreement shall not apply to Confidential Information of the Disclosing Party to the extent such information: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party, as demonstrated by files created at the time of such independent development; (iv) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (v) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement. In addition, the Receiving Party may use or disclose Confidential Information to the extent such use or disclosure is (vi) authorized pursuant to the prior written approval of the Disclosing Party, or (vii) ordered or required by a court, provided, however, that the Receiving Party shall provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure before Receiving Party is allowed to disclose the Confidential Information.

5. Use

Confidential Information shall remain the property of the Disclosing Party. No trade secret, copyright, or other right is granted to the Recipient by this Agreement or by any disclosure of Confidential Information hereunder.

Each Party will allow access to Confidential Information only to: (a) its employees who need access to the Confidential Information in order to perform the Project; and (b) its agents and/or subcontractors who (i) involved by the relevant Party in the Project performing, and (iii) have signed non-disclosure agreements regarding Confidential Information.

During the term of this Agreement or upon its cancellation due to any reason, each Party must, if the other Party requires so, return or destroy all originals and copies of any objects that contain Confidential Information, which may be transferred, memorized, preserved, located or may be found or taken out, otherwise reproduced, fixed or copied in analog or digital form, verbally, on paper or electronic carriers, magnetic, optical cassettes and disks, other means designated for storing or transferring acoustic and visual images or associations therewith in any systems located at Party and in any way are related to the other Party, its clients, perspective clients, partners and employees.

6. No Warranties

Neither Party will be under any legal obligation except for the matters covered in this Agreement. Parties acknowledge that neither Party nor any of its representatives have made any representation or warranty as to the accuracy or completeness of the Confidential Information.

7. Governing law. Arbitration

The Agreement shall be interpreted, construed as if both Parties jointly wrote it, and shall be governed by English law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the ICDR® Online Protocol for Manufacturer/Supplier Disputes then in effect (please find the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at www.icdr.org). The language of the arbitral proceedings shall be English.

8. Miscellaneous

All and any appendices, addenda and amendments hereto, if made writing, signed by the Parties' authorized representatives and bearing their seals (if any), shall be an integral part hereof.

If any provision hereof is held to be unenforceable, the remaining provisions hereof shall be enforced to the permitted degree and the unenforceable provisions shall be modified to the degree required to make this agreement enforceable as one whole.

For RnD64

By: _____

Name: _____

Title: _____

For Partner

By: _____

Name: _____

Title: _____