



NON-DISCLOSURE AGREEMENT

Version date 15.2.2014.

1. PARTIES

1.1 Incident Angle Ltd, a corporation validly organized and existing under the laws of Finland, hereinafter "Incident Angle" or the "Receiving party", and

1.2 Customer contacting us for professional services, hereinafter the "Disclosing party".

Alternatively both can be referred individually as "party" and together as "parties".

2. PURPOSE AND BACKGROUND

The purpose of this agreement is to agree only on non-disclosure of information received by Incident Angle, for the purpose of evaluating the feasibility of a business relationship between the parties. This agreement, disclosure of information or receipt of information does not imply any promise, intention or commitment to enter any type of relationship. This agreement does not grant any right to a party to act on behalf or in the name of the other party.

Incident Angle acknowledges that the information, regardless of place and method of transference, from the disclosing party contains proprietary information of creative and competitive sensitivity, hereinafter "Information". Incident Angle assumes no right to determine what part of Information is proprietary and must at all times consider all Information as such.

3. NON-DISCLOSURE AND CONFIDENTIALITY

3.1 The Receiving party shall keep all Information in whatever form as strictly confidential and shall not disclose it to any third party without the prior written permission of the Disclosing party.

3.2 The Information shall not be used for any other purpose than what was stated above without the prior written permission of the Disclosing party.

3.3 The Receiving party shall restrict access to Information received to only those at Incident Angle to whom such access is necessary for carrying out the purpose stated above without the prior written permission of the Disclosing party. The Receiving party is responsible for seeing that the said third parties are bound by a Non-Disclosure Agreement at least equal to the obligations set forth in this agreement.

3.4 The foregoing non-disclosure obligations shall not apply to any Information which

- a) is in the public domain at the time of disclosure or becomes such at later time by no fault of the Receiving party.
- b) was known to the Receiving party prior to disclosure, as proven by dated records.
- c) is disclosed to the Receiving party by a third party who did not obtain such Information from the Disclosing party directly or indirectly.
- d) was independently developed, as proven by dated records.
- e) the Receiving party is obliged to disclose by virtue of law or on request of legal authority of Finland and European Union.



3.5 In case of breach of the terms and conditions of this agreement, the Party in breach shall be obligated to compensate all damages, expenses and costs caused by such breach or negligence to the other Party as proven by written records of an examination conducted by an independent third party chosen by both Parties.

4. OTHER PROVISIONS

4.1 The obligations set forth in this Non-Disclosure Agreement shall bind the Parties for a period of three (3) years from the date of disclosure of Information and such obligations shall survive the termination or earlier expiration of this Agreement.

4.2 This agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any disputes relating to or arising in connection with this agreement shall be finally settled in arbitration by one arbitrator, which will be appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland, and the rules of the said Institute are to be followed in arbitration. The arbitration shall be held in Helsinki, Finland, and shall be final and binding on the Parties, and enforceable in any court of competent jurisdiction.

Signatures

Receiving Party Jani Achrén, Chairman, Incident Angle Oy, date of signature.	
Disclosing Party Signee, date of signature.	