



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made on the date on which this Agreement is signed by the last party to sign it (“**Effective Date**”)

Between

- (1) **Lokalise Inc.**, a company incorporated and registered in the State of Delaware with registered number 61-1798824 and a registered address at 3500 South DuPont Highway, Suite BZ-101, Dover, DE 19901, USA, together with its affiliates (“**Lokalise**”), and
- (2) _____, a company incorporated and registered in _____ with a registered number _____, registered address at _____, together with its affiliates (the “**Counterparty**”),

The above parties may also be referred to jointly as the “**Parties**” and individually as “**Party**”.

- a) **WHEREAS** the Parties intend to enter into discussions for establishing and maintaining a potential mutually beneficial business relationships;
- b) **WHEREAS** in the course of discussions, and any resulting business relationship, the Parties may need to exchange certain Confidential Information, as further defined under Clause 1.1., and it is the desire of each Party to protect such Confidential information from unauthorized disclosure.

NOW, THEREFORE, in consideration of the promises contained herein each Party agrees as follows:

1. **Definitions and Interpretation**

- 1.1. **Confidential Information.** All information in any form or medium disclosed by the Disclosing Party or its Representatives to the Receiving Party or its Representatives whether before or after the date of this Agreement including, but not limited to:
 - a) the fact that discussions are taking place concerning the Purpose and the existence and terms of this Agreement;
 - b) information consisting of or relating to the Disclosing Party's technology, trade secret, know-how, patent and patent applications secrets, any other intellectual property (registered or unregistered) of a Party and/or its affiliates;
 - c) operations, techniques, sketches, drawing, works of authorship, models, inventions, processes, designs, prototypes, methods, equipment, algorithms, demonstrations, mock-ups, software, software source comments, formulae, research, development, design details and specifications related to current, future and proposed products and services of each Party and/or its affiliates;
 - d) information with respect to which the Disclosing Party has contractual confidentiality obligations with the third parties;
 - e) financial, business and operational information, strategies, plans, analytics (including data on customers, employees, contractors, suppliers, end-users, investors, projections and market opportunities), procurement and purchasing requirements, business forecasts, sales and merchandising data, pricing discounts and marketing plans owned or possessed by the Disclosing Party, or in which the Disclosing Party has an equitable or beneficial interest or is created by or for the Disclosing Party and/or its affiliates.

Confidential Information shall not include, and the obligations herein shall not apply to, information that:

- a) is now or subsequently becomes generally available to the public through no fault of and no breach by the Receiving Party of this Agreement;



- b) Receiving Party can show from its written records (i) was lawfully obtained from a third party who has the right, without obligation to the Disclosing Party, to transfer or disclose such information; (ii) was lawfully in its possession before the information was disclosed to it by the Disclosing Party or its Representatives; or (iii) is independently developed by the Receiving Party or its Representatives, who have not directly or indirectly accessed to or had knowledge of the Confidential Information under this Agreement, without the use of any Confidential Information provided by the Disclosing Party;
 - c) the Parties agree in writing that it is not confidential or may be disclosed.
- 1.2. Disclosing Party: the Party which discloses (itself or via its Representatives) the Confidential Information to the Receiving Party.
- 1.3. Purpose: discussions or relationships between the Parties to this Agreement in connection with the evaluation of the engagement of the Counterparty for the provision of products or services.
- 1.4. Receiving Party: the Party which receives (itself or via its Representatives) the Confidential Information from the Disclosing Party.
- 1.5. Representatives: in relation to each Party:
- a) its employees and officers;
 - b) its affiliates, including their employees and officers;
 - c) its professional advisers or consultants who are engaged to advise that Party in connection with the Purpose;
 - d) its contractors and sub-contractors engaged by that Party and/or its affiliates in connection with the Purpose; and
 - e) any other person to whom the other Party agrees in writing that the Confidential Information may be disclosed in connection with the Purpose.

2. Confidentiality Obligation

- 2.1. The Receiving Party shall keep the Confidential Information made available to it or its Representatives by the Disclosing Party or its Representatives confidential and shall:
- a) not (i) use or exploit the Confidential Information except for the Purpose; (ii) disclose any Confidential Information, except as permitted by this Agreement; (iii) copy or record the Confidential Information, except as strictly necessary for the Purpose;
 - b) apply the same degree of care to the Confidential Information as the Receiving Party applies to its own confidential information, which the Receiving Party warrants as providing adequate protection from unauthorized disclosure, copying or use, distribution, loss, taking, deletion, or corruption, except as permitted herein;
 - c) immediately advise the Disclosing Party in writing, if the Receiving Party or its Representatives becomes aware of any misappropriate or misuse of Confidential Information.
- 2.2. The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that it:
- a) ensures that its Representatives have executed written confidentiality agreements or are under an appropriate statutory obligation of confidentiality;
 - b) informs them of the confidential nature of the Confidential Information before disclosure; and
 - c) procures that they comply with this Agreement as if they were the Receiving Party. The Receiving Party shall be responsible for any breach of confidentiality obligation set forth herein caused by its Representatives.



3. **Permitted Disclosure**

- 3.1. This Agreement shall not be deemed to restrict any disclosure required by law or pursuant to a final order of a court, governmental or regulatory body of competent jurisdiction which has a legal right to require such a disclosure. Such disclosure shall, so far as lawful and practicable, only be made after the required Party has notified the other Party in writing of the requirement, in order to make it possible for such Party to seek an appropriate protective order or other remedy. The required Party shall limit the disclosure to the minimum required and use its best efforts to ensure that any Confidential Information disclosed will be treated confidentially by any recipient.
- 3.2. Lokalise may share the Counterpart's Confidential Information with its investors and potential investors ("**Investors**"), provided that Lokalise:
- procures that the Investors comply with substantially similar confidentiality obligations under this Agreement; and
 - remains responsible for any breach of confidentiality obligation set forth herein caused by the Investors.

4. **Ownership and License.**

All Confidential Information shall remain the property of the Disclosing Party, unless otherwise specified in writing, and shall be used by the Receiving Party only for the Purposes intended herein. Each Party recognizes and agrees that nothing contained in the Agreement grants a licence to the Receiving Party to use the Confidential Information beyond the rights expressly set out in this Agreement.

5. **Reverse Engineering**

The Receiving Party agrees not to or attempt to, reverse engineer, disassemble, or decompile any software, hardware, companyware, or other technology programs provided to it by the Disclosing Party without the Disclosing Party's prior written consent, except as specifically permitted by law. To the extent that samples are provided, the Receiving Party acknowledges that such samples are provided as part of the Confidential Information, and the Receiving Party agrees not to conduct any reverse engineering of such samples by any means, including without limitation, mechanical or technical means.

6. **Return of Confidential Information**

Upon the Disclosing Party's written request, the Receiving Party shall (and shall procure that each of its Representatives):

- return or destroy, at the Disclosing Party's discretion, any and all Confidential Information (including all copies and reproductions thereof), including all materials reflecting or incorporating the Disclosing Party's Confidential Information;
- erase all the Disclosing Party's Confidential Information which it holds in electronic form (to the extent reasonably practicable);
- immediately cease use of the Confidential Information as well as any information or materials that contain, incorporate or are derived from the Confidential Information;
- certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that the Receiving Party may retain information to the extent required by law or any applicable governmental authority.

Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives will continue to be bound by their obligations under the Agreement.

7. **Reservations and Acknowledgement**

- 7.1. **No duty to share.** The Disclosing Party does not have any duty or obligation to disclose to the Receiving Party any Confidential Information.



- 7.2. **No warranty.** All Confidential Information is provided “as is” and the Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of its Confidential Information, and that neither the Disclosing Party nor its Representatives will have any liability under this Agreement to the Receiving Party or any of its Representatives resulting from use of the Confidential Information of the Disclosing Party.
- 7.3. **No cooperation obligations.** The disclosure of the Confidential Information by the Parties shall not form any offer by, or representation or warranty on the part of, that Party to enter into any further agreement with the other Party in relation to the Purpose. Nothing in this Agreement shall constitute an obligation on the Parties to continue discussions or negotiations in connection with the Purpose.
- 7.4. **Competitive Development.** Each Party recognizes that the other Party may be engaged in the research, development, production, marketing, licensing, and/or sale of similar services or products that may be competitive with each other. Nothing in this Agreement will be construed to constitute an agency, partnership, joint venture, or other similar relationship, and each party is free to pursue relationships and opportunities with others similar to the Purpose contemplated by this Agreement provided such Party does not use the Confidential Information of the other in order to do so.

8. **Data protection**

Both Parties shall comply with all applicable laws, rules, and regulations related to the processing of personally identifiable information and technical data (whether or not Confidential Information) of the other Party provided under this Agreement, including, but not limited to the California Consumer Privacy Act, the General Data Protection Regulation 2016/679 or similar privacy or data protection laws applicable in the state, country or countries where personal data is collected or held or otherwise processed.

9. **Publicity**

The Counterparty shall not identify Lokalise and its Representatives or any other owner of the Confidential Information in any advertising, press release, public disclosure, other publicity or marketing materials or otherwise use Lokalise’s trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of Lokalise.

10. **Term**

This Agreement shall terminate two (2) years from the Effective Date. In addition, to any other terms that by their context and content are intended to survive termination or expiration hereof, each Party’s and/or its affiliates’ and its Representative’s obligation with respect to the protection and nondisclosure of Confidential Information shall survive for five (5) years from termination or expiration of this Agreement. The Confidential Information that constitutes a trade secret of the Disclosing Party will be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.

11. **Governing Laws and jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the choice of law provisions thereof. With the sole exception of any application for injunctive relief, the Parties irrevocably submit to the exclusive jurisdiction of any state or federal court located in the State of Delaware and to venue in such jurisdiction.

12. **Injunctive relief**

The Receiving Party acknowledges that damages alone would not be an adequate remedy for a breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

13. **Miscellaneous provisions**

- 13.1. **Export Control.** The Parties shall not export directly or indirectly any Confidential Information acquired under this Agreement or any products utilising any such information to any country for which the U.S.



Government or any agency thereof, at the time of export, requires an export license or other government approval without first obtaining such license or approval.

- 13.2. Representations. Each Party represents and warrants to the other that it has the legal right and authority to enter into, execute, and bind the respective Party by this Agreement, in doing so it has taken all corporate action necessary to authorize the execution and delivery of this Agreement; and the performance of obligations hereunder will not conflict with any existing contract, agreement or legal instrument, or other arrangements to which it is a party.
- 13.3. Modifications. No provision of this Agreement may be amended, modified or otherwise changed, other than by an instrument in writing duly executed on behalf of both Parties.
- 13.4. Electronic Signatures. The execution of this Agreement by email communication or other means of electronic transmission (including without limitation scanned signatures) shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
- 13.5. Assignment. The Parties shall not have the right to assign or transfer this Agreement or any rights or obligations hereunder to any other Party without the express prior written consent of the other Party. The unapproved assignment shall be void.
- 13.6. Notice. Any notice given pursuant to this Agreement shall be in writing and may be effectively given if delivered personally, sent by a nationally recognized overnight courier (receipt requested); or sent by facsimile or in electronic format to each party's address indicated at the beginning of this Agreement.
- 13.7. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions will be enforced as fully as possible, and the unenforceable provision will be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 13.8. Entire Agreement. This Agreement contains the complete and exclusive understanding between the Parties and supersedes all prior oral or written agreements, understandings, and communications between the Parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties executed this NDA on the effective date stated above:

Lokalise Inc.

The Counterparty

DocuSigned by:

 Signature: _____
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Signature: _____

Name: Nick Ustinov

Name:

Title: CEO

Title:

Date: 14th February 2022

Date (the Effective Date):