

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made effective as of the date which the document has been accepted by the Recipient (the “Effective Date”), by and between AI Spera Inc., with its registered main office at 7, Yeonmujang 5ga-gil, Seongdong-gu, Seoul, Republic of Korea (mentioned here after as “AI SPERA”), and Recipient, (collectively referred to herein as the “Parties”, and each a “Party”).

## Recitals

AI SPERA is engaged in the business of developing and selling application software for the Information and Communication Technology (ICT) industry. The Recipient requires detailed product information in order to supply its client. AI SPERA has requested that the Recipient will protect the confidential material and information which may be disclosed between AI SPERA and Recipient.

WHEREAS AI SPERA and recipient are pursuing discussions regarding exchanging information for the purpose (hereinafter referred to as the “Business Purpose”) of exploring the possibility of establishing a business relationship with each other; and

WHEREAS, AI SPERA and Recipient recognize that in the course of their discussions to further Business Purpose, it may become necessary for either or both parties to disclose any Confidential Information (as defined below) orally and/or in writing. Both parties intend that any Confidential Information disclosed by either party shall be used by the other party only to further the Business Purpose. Furthermore, both parties intend that any Confidential Information disclosed shall be protected from further disclosure by the terms of this Agreement. AI SPERA and Recipient agree that with respect to exchanges of Confidential Information under this Agreement, they may each be considered a Disclosing Party and/or Receiving Party (as defined below), depending upon the context.

NOW, THEREFORE, in consideration of the discussions and sharing of information between the parties, and the premises, conditions, covenants, and warranties herein contained, both parties agree as follows:

- I. **RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement is a step before signing any agency or partnership, or joint venture but does not create any agency, partnership, or joint venture.
  - A. “Disclosing Party” means the party with Confidential Information related to such party that is being disclosed to the other party.
  - B. “Receiving Party” (hereinafter referred to as the “Recipient”) means the party receiving disclosure of the Confidential Information of the Disclosing Party.
- II. **CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to AI SPERA, whether or not owned or developed by AI SPERA, which is not

generally known other than by AI SPERA, and which the Recipient may obtain in through any direct or indirect contact with AI SPERA.

A. "Confidential Information" includes without limitation:

- i. Business records and plans
- ii. Service fee, Price information
- iii. Products
- iv. Inventions
- v. Product design information

And other proprietary information.

B. "Confidential Information" does not include:

- i. Matters of public knowledge that result from disclosure by AI SPERA;
- ii. Information rightfully received by the Recipient from a third party without duty of confidentiality;
- iii. Information independently developed by the Recipient;
- iv. Information disclosed by operation of law;
- v. Information disclosed by the Recipient with the prior written consent of AI SPERA;

And any other information that both parties agree in writing is not confidential.

III. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by AI SPERA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of AI SPERA which provides AI SPERA with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of AI SPERA.
- B. No Copying/Modifying. The Recipient will not copy or modify and Confidential Information without the prior written consent of AI SPERA.
- C. Unauthorized Use. The Recipient shall promptly advise AI SPERA if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement as the request of AI SPERA.

- IV. UNAUTHORIZED DISCLOSURE OF INFORMATION – INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, AI SPERA shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in a part. AI SPERA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- V. NON-CIRCUMVENTION. During the term of this Agreement and for 1 year thereafter, Recipient will not attempt to do business with, or otherwise solicit any business contact found or otherwise referred by AI SPERA to Recipient for the purpose of circumventing, the result of which shall be to prevent AI SPERA from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of AI SPERA. If such circumvention shall occur AI SPERA shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.
- VI. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of AI SPERA, the Recipient shall return to AI SPERA all written materials containing the Confidential Information. The Recipient shall also deliver to AI SPERA written statements signed by the Recipient certifying that all materials have returned within five (5) days of receipt of the request.
- VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an “AS IS” basis. AI SPERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. AI SPERA does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as a disclosure, or at all. Any action taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.
- VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right use as set forth above. The Recipient acknowledges that, as between AI SPERA and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.
- IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs, and expenses, including reasonable attorney fees, costs and expenses resulting from the indemnifying party’s material breach of any duty, representation, or warranty under this Agreement.

- X. **ATTORNEY FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- XI. **GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Proprietary Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of Singapore. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

IN WITNESS WHEREOF, this Non-Disclosure Agreement by and between AI SPERA and Recipient has been executed and delivered in the manner prescribed by law.