



**MUTUAL NON DISCLOSURE AGREEMENT №**

Both, **StarForce Technologies Ltd.**, located in **Samou, 8, MARIA, Ag.Omologites, P.C. 1086, Nicosia, Cyprus** and \_\_\_\_\_, located in \_\_\_\_\_, are interested to discuss and negotiate entering into a future business cooperation. In consideration each party agrees to disclose certain confidential and proprietary information to the other party, both parties hereto agree to respect each others interest to protect confidential information under the below terms

1. From and after the date of this agreement, and for a period of five (5) years from the date of any individual disclosure, any "information", correspondence, drawings, software, manuals, pricing, commercial information, customer and market information, and other material "information" transmitted or communicated by one party (the "Disclosing Party") to the other party (the "Receiving Party"), and any information or data orally described as "confidential" or "proprietary", or which the Receiving Party has any fair reason to beleive is such, shall be received and be treated by the Receiving Party in secrecy and confidence, and shall not be disclosed by the Receiving Party to any person or firm without the prior express written consent of the Disclosing Party.
2. Such restrictions on use or disclosure of information as contained in paragraph (1) do not extend to any item of information which (i) is publicly known at the time of its disclosure, (ii) is lawfully received by the Receiving Party from a third party without infringing confidentiality, (iii) is published or otherwise made known to the public by the Disclosing Party, or (iv) was generated and/or developed independently by the Receiving Party.
3. Each party shall require each of its employees or partners or subcontractors having access to the confidential or proprietary information of the other party to enter into appropriate confidentiality agreements, and each party shall use its best efforts to insure compliance with the terms of such confidentiality agreements.
4. Upon 14 business days' written notice, each party agrees to return any written confidential or proprietary information and all media on which information was received from the other party, with a letter declaring that the information which was contained thereon has in no way been reproduced or copied onto other media.
5. The law of the EU applies. Any disputes arising out of and under this agreement shall be settled by arbitration, under the regulations for arbitration of the International Chamber of Commerce (ICC) in Stockholm/Sweden.

**This Agreement mutually entered into, on 2010-\_\_-\_\_,**

For: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

For: StarForce Technologies Ltd.  
By: Anna Zaeva  
Title: Corporate Counsel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**StarForce Technologies, Ltd.**

Website: [www.star-force.com](http://www.star-force.com)