



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the “Agreement”) dated this Day of 22 January 2022 by and between:

**System LLC with INN 6623135960**, a company incorporated under the laws of Russian Federation, represented by Polina Storozheva with INN 665812495128, with address at Russian Federation, Yekaterinburg, Konstruktorov str., 5;

**And**

**Geranesh Goriz Giti registered with NRN 10320213741**, a company duly incorporated under the Laws of Iran, represented by its Representative Mr. Sajjad Ghazanfarinia with NID 0453625487, with address at Iran, Tehran, MirzaShirazi Ave., No 73, Flat 5 (“GGG”).

SYSTEM and GERANESH GORIZ GITI may be individually referred to as a “Party” or collectively as a “Parties”.

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### **1. INTRODUCTION**

- 1.1 The Parties have developed and agreed to exchange information between them for the purpose of discussing potential cooperation and/or business opportunities related to Monitoring Powerlines (“the Project”) and other Space Applications.
- 1.2 The Parties acknowledge that Confidential Information (as defined below) will be disclosed by each Party to the other, and agree to record in this Agreement the manner in which such disclosures of Confidential Information are to be protected.

### **2. DEFINITIONS**

- 2.1 “**Business Day**” means a day, other than a Saturday or Sunday on which corporate and government institutions are regularly open for business in Moscow, Russia.
- 2.2 “**Confidential Information**” includes any information in written, graphic, tangible, intangible, electronic or other form, relating to the know-how, formulae, concepts, statistics, processes, business plans and methods, marketing, pricing, trading and merchandising information and Information flow, research and product development, business strategies, promotional plans, specifications, records, drawings, reports, samples, financial information and models, inventions, user and consumer data, databases and profiles, software, contractual business and financial arrangements with third parties, trade secrets, information regarding the directors and employees and agents, and any other information that is not available to the public but excluding the Excluded Information.



2.3 **“Discloser”** means the Party disclosing any confidential information.

2.4 **“Excluded Information”** is any information that:

- a) is known to, or in the possession of, the Recipient prior to disclosure thereof by the Discloser;
- b) is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the Recipient.
- c) is developed independently of the Discloser by the Recipient in circumstances that do not amount to a breach of this Agreement;
- d) is required to be disclosed by law, provided that the Recipient use its best endeavors to protect the confidentiality of such information and where possible give the Discloser the opportunity to take whatever steps the latter deems necessary to protect its interests;
- e) is disclosed to a third party by the Discloser without any confidentiality restriction; and/or
- f) is lawfully received from a third party free from any confidentiality restriction.

2.5 **“Recipient”** means the Party to whom confidential information is disclosed or otherwise communicated, and his affiliates, subsidiaries, shareholders, directors, employees and agents.

### **3. UNDERTAKING**

3.1 The Recipient undertakes that it will use its commercially reasonable endeavors not to use, disseminate, disclose, divulge or otherwise make available the Confidential Information to a third party for any reason or purpose whatsoever without the express prior written consent of the Discloser and provided that such third party undertakes in writing to comply with the same confidentiality obligations as provided herein. The Recipient shall take all reasonable steps that may be necessary to prevent the Confidential Information from being disclosed, made available or divulged to any third party.

3.2 The Recipient undertakes that Confidential Information may be disclosed to its employees, professional advisors, agents and consultants on a need-to-know basis only and strictly in relation to the Project but shall take all reasonable steps necessary to procure that such persons abide by the provisions of this Agreement.

3.3 The Recipient shall use its commercially reasonable endeavors not to use, publish, disclose, disseminate or in any other manner exploit the Confidential Information for any purpose other than the Project, save with the prior written consent of the Discloser.

3.4 The Recipient undertakes not to reverse engineer, compile, disassemble, or otherwise attempt to discover the source code and/or design of the software and/or hardware developed and



property of the Discloser. It is strictly forbidden to modify and / or create derivative works based on the software and/or hardware property of the Discloser.

- 3.5 The Recipient acknowledges and undertakes to take every reasonable precaution to prevent unnecessary or/and unauthorized access to any passwords, user identifications, or/and other information that may be used to access information systems, within the reasonable control of the Recipient.
- 3.6 The Recipient shall use its commercially reasonable endeavors to avoid any sharing, recording, transmission, alteration, or deletion of information in the information systems except as required in performance of the Project.
- 3.7 The Recipient acknowledges and undertakes to report any incidents of non-compliance with the conditions and terms set forth in this Agreement to the Discloser, of which it becomes aware.

#### **4. INDEMNITY**

The Recipient hereby irrevocably indemnifies and holds the Discloser harmless against any loss, action, expense, claim, harm or damage of whatever nature suffered or sustained by the Discloser as a result of a breach by the Recipient of the provisions of this Agreement.

#### **5. DISCLOSURE BY LAW**

In case any the Recipient is required to disclose any Confidential Information by law, regulation, court order or government authorities competent to do so, the Recipient shall give prior notice in writing to the Discloser, therefore the Discloser will be able to seek court order or remedies through competent authorities in order to prevent the disclosure of this Confidential Information.

The Recipient is committed to cooperate with the Discloser regarding the obtainment of a court order or other remedies aiming to prevent the disclosure of this Confidential Information.

If the Discloser does not succeed in attempting to invalidate any obligation of disclosing Confidential Information, the Recipient agrees to disclose only the legally and expressly required Confidential Information. The Recipient shall use best efforts to obtain reliable warranties concerning confidential treatment towards the disclosed Confidential Information.

#### **6. OWNERSHIP AND NO WARRANTIES**

Any disclosure of Confidential Information pursuant to this Agreement shall not cause any interest based on any intellectual property right or other right to be transferred, sold or licensed to the Recipient, and shall have no effect on the ownership of any right of the Discloser in connection with



such Confidential Information. The Recipient shall not take any action inconsistent with the exclusive ownership by the Discloser of the Confidential Information disclosed under this Agreement.

All Confidential Information is provided "AS IS". The Discloser makes no covenant, warranty or representation with respect to the accuracy or completeness of any Confidential Information disclosed hereunder, and the Discloser shall have no liability to the Recipient arising out of the use of the Confidential Information disclosed under this Agreement. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

## **7. RETURN OF CONFIDENTIAL INFORMATION**

The Discloser may at any time request the Recipient to return any Confidential Information, in whatever form, disclosed in terms of this Agreement or to destroy such information and to provide a written statement, if required, that all the Confidential Information has been returned or destroyed or irretrievably deleted from whatever storage medium. Any such information shall be returned, deleted or destroyed within fifteen (15) business days.

## **8. DURATION**

This Agreement shall commence upon signature by the Party signing last in time and shall continue for a period of 3 years. In case of any new negotiations, co-operation or other agreements between the Parties following such period, necessitating the disclosure of Confidential Information, a new agreement will be agreed upon in writing by both Parties.

This Agreement may be terminated by any Party at any time by giving a thirty (30) days prior written notice to the other Party.

Notwithstanding the foregoing, Recipient's obligations regarding any Confidential Information received under this Agreement will survive after the termination or expiration of this Agreement unless otherwise agreed by the Parties in writing. The obligations of confidentiality and nondisclosure shall survive for a period of 3 years.

## **9. REMEDY FOR BREACH**

Should the Recipient commit a breach of this Agreement and fail to the remedy the same within ten (10) Business Days from a written notice thereof, the Discloser shall be entitled to seek interlocutory relief by way of injunction or other process and, in due course, claim damages and any other remedy available to it at law



## **10. REPRESENTATIVES AND NOTIFICATIONS**

Any notification made between the Parties will be made in writing and will be delivered personally or in any other way that certifies the reception by the notified party.

The respective representative of each Party with respect to the transmission and/or receipt of all Confidential Information and notifications under this Agreement are:

### **System LLC**

Polina Storozheva

Address: Russian Federation, Yekaterinburg, Konstruktorov str., 5

Telephone: +79221167360

Email: systemspm@yandex.ru

### **GeraneshGorizGiti S.L.**

Sajjad Ghazanfarinia

Address: Flat 5, No 73, Mirzaye Shirazi Ave., Tehran, Iran

Telephone: +982191090991

Email: founder@faza.ir

Each Party may change its representative by prior written notification to the other Party.

## **11. VARIATIONS IN WRITING**

11.1 This Agreement may not be amended or cancelled, nor shall any extension of time, waiver or relaxation or variation of any provision of the Agreement be binding, unless in writing and signed by both Parties. No failure to enforce any provision of this Agreement shall constitute a waiver of any right nor prevent strict enforcement of any right arising under this Agreement or otherwise at law.



11.2 The rights and/or obligations of either Party under this Agreement may not be assigned or delegated without the written consent of the other Party hereto.

## **12. SEVERABILITY**

Should any of the provisions of this Agreement be held to be invalid, unlawful or unenforceable, such provision shall be deemed severable from the remaining provisions which shall continue to be valid and enforceable. If any provision held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove such invalidity.

## **13. GOOD FAITH**

The Parties shall observe the principles of utmost good faith in the execution of this Agreement. Each Party shall perform its duties and enforce its rights under this Agreement with honesty, fairness and reasonableness, and shall at all times protect the justifiable expectations of the other Party arising from this Agreement.

## **14. MISCELLANEOUS**

14.1 The Parties agree and acknowledge that this Agreement does not oblige them to execute any other contracts regarding the project or whatsoever.

14.2 The rights and/or obligations of either Party under this Agreement may not be assigned or delegated without the prior written consent of the other Party hereto.

14.3 No failure to enforce any provision of this Agreement shall constitute a waiver of any right nor prevent strict enforcement of any right arising under this Agreement or otherwise at law.

## **15. GOVERNING LAW AND JURISDICTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, that the Parties are unable to resolve amicably within a period of two (2) months from its occurrence, shall be submitted to the courts (Iran) and shall be governed in accordance with the laws of Iran.

In witness whereof, the Parties have signed\* this Agreement by their respective duly authorized representatives.

Signed By:

Signed By:



**System LLC**

**Name: Polina Storzheva**

**Date: 22 January 2022**



**GGG**



**Name: Sajjad Ghazanfarinia**

**Date: 22 January 2022**

\*Both parties agree that an electronic signature or a copy of the handwritten signature which is transmitted electronically, e.g. by fax or e-mail, shall be considered equivalent to the original signature and shall have the same evidentiary force as the original signature.