**AGREEMENT No. \_\_\_\_\_\_\_\_\_\_\_ MUTUAL NON-DISCLOSURE**

**第 \_\_\_\_\_\_\_\_\_\_\_ 号共同保密协议**

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| This Mutual Non-Disclosure Agreement between Party 1 and Party 2 (the «Agreement») is made and entered into as of the last date signed below (the "Effective Date") by: 27/06/2018  甲方与乙方之间的本共同保密协议于以下签名的日期（以下称“生效日期）订立并生效：27/06/2018 |
| Company  公司  Asiaray Advertising Media Limited  Asiaray Advertising Media Limited  (hereinafter referred to as «Company»)  （以下称“公司”）  And  以及 |
| Developer  开发者  AddReality LLC, office 404, Pom. 10H, 4A Kantemirovskaya st., St. Petersburg, 194100, Russia  AddReality LLC 地址：office 404, Pom. 10H, 4A Kantemirovskaya st., St. Petersburg, 194100, Russia  (hereinafter referred to as «Developer»).  （以下称“开发者”）。 |
| In consideration of the mutual covenants contained in this Agreement and intending to be legally bound thereby, the Parties hereto agree as follows:  鉴于本协议中包含的共同保证，双方同意如下条款，并受其法律约束： |
| **The purpose of this Agreement**  **本协议的目的** |
| Company and Developer will exchange Confidential Information in order for possible concluding of agreements between Parties (hereinafter referred to as “Purpose”).  公司和开发者会交换保密信息，以便双方在可能的情况下达成协议（以下称“目的”）。  Each of the receiving party may use the received Confidential Information exclusively for this Purpose.  任一信息接收方仅可为本目的使用接收的保密信息。  Each party which disclosing Confidential information hereinafter referred to as “Disclosing Party”, each party which acquired such Confidential information hereinafter referred to as “Receiving Party”.  披露保密信息的一方以下称为“披露方”，获得此类保密信息的一方以下称为“接收方”。 |
| **Definition of Confidential Information.**  **保密信息的定义。** |
| "Confidential Information" means all information which the Disclosing Party considers confidential and/or proprietary as well any other information, and which the Receiving Party acquires including, but not limited to, tangible, intangible, oral, written, visual, electronic, present, or future information howsoever and when so ever acquired including, but not limited by post, fax, email, by text message (SMS) or by visual or audible inspection such information to include, without limitation: (i) Trade secrets (whether or not subject to or protected by copyright, patent, trademark (registered or not registered); (ii) Financial information including, but not limited to pricing; (iii) Technical information including, but not limited to research, development, procedures, algorithms, data, designs, know-how, software (it’s source code, object code, other elements etc., hereinafter referred to as “Software”); (iv) Business information including, but not limited to operations, planning, marketing interests, and products; (v) The terms of any agreement entered into by and between the Parties and the discussions, negotiations, proposals related.  Any information disclosing in any way and in any form by Disclosing Party to Receiving Party is Confidential information.  “保密信息”指代接收方获得、披露方认为机密且/或专有的所有信息以及其他信息，包括但不限于无论何时，无论以何种方式获得的有形信息、无形信息、口头信息、书面信息、可视信息、电子信息、已有信息或未来信息，获取方式包括但不限于通过邮寄、传真、电子邮件、短信（SMS）、目测或耳闻，此类信息包括但不限于：(i)商业机密（不管是否受版权、专利、（注册或未注册）商标约束或保护）；(ii)财务信息，包括但不限于价格信息；(iii)技术信息，包括但不限于研究、开发、流程、算法、数据、设计、专业知识、软件（其源代码、目标代码和其他要素等，以下称“软件”）；(iv)商业信息，包括但不限于运营、规划、市场营销兴趣点和产品；(v)双方签订的任何协议的条款，以及相关的讨论、谈判、提议。  披露方以任何方法，通过任何形式披露给接收方的任何信息都视为保密信息。 |
| **Nondisclosure and Non-use Obligation. Liability.**  **保密和不使用义务及责任。** |
| The Receiving Party shall not copy, make use of, disseminate, or in any way disclose any Confidential Information and Software of Disclosing Party to any person or entity, as well as shall not to use of Confidential information and Software for any other purpose other then the Purpose specified by Parties.  接收方不得复制、使用、传播或以其他任何方式向任何个人或实体披露披露方的任何保密信息和软件，也不得因除了双方规定的目的之外的其他任何目的使用保密信息和软件。  Authorized representative of Company is:  公司授权代表：  Steve Quock, +852 21531227  Steve Quock, +852 21531227  Authorized representative of Developer is  开发者授权代表：  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_) +\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Marking of Confidential Information.** |
| Confidential Information E-Mail transmitted or in written shall be marked as "Confidential" or "Proprietary (or words of similar import). Any other disclosure of Confidential Information, including, without limitation, oral disclosure, shall be accompanied by an indication to the other Party that such information is confidential. Such non-written disclosures of Confidential Information shall be described in a written notice with a statement that such information is "Confidential Information", and such notice shall be delivered to the Receiving Party within thirty (30) days after disclosure. If the Receiving Party is given access to an email account and/or joint files by means of web-based facilities including without limitation, Googledocs and/or Dropbox, all information available by those means shall be regarded as confidential.  **保密信息形成。**  用电子邮件发送或书面形式的保密信息必须标有“保密”或“专有”字样（或有类似含义的字样）。以其他形式披露保密信息，包括但不限于口头披露，必须附带明确指示，告知另一方此类信息为保密信息。此类以非书面形式披露保密信息的行为必须以书面通知的形式记载并声明此类信息为“保密信息”，此类通知应在披露之后三十（30）天内发送给接收方。如果接收方可以访问电子邮件账户和/或通过基于网络的工具（包括但不限于Googledocs和/或Dropbox）访问共享文件，那么通过上述方式获得的所有信息都应视为保密信息。 |
| **Degree of Care Obligation.**  **注意义务级别。** |
| The Receiving Party agrees to keep the Confidential Information strictly confidential for a four (4) year period from the later of the date hereof or the date of actual dissemination of each individual Confidential Information or the date of termination of another contractual relation between the Parties and shall not, without the prior written consent of the Disclosing Party, allow the Confidential Information to be (i) reproduced in any format, (ii) disclosed to any person other than to legal, accounting and other authorized employees ("Advisors"), of Receiving Party, and then only to the extent required by the Section 1 of this Agreement, or (iii) used for any purpose other than for internal reviews and evaluations directly related to a purpose stipulated in the Section 1. Receiving Party agrees that it will cause its Advisors, agents and employees to whom the Confidential Information is disclosed to comply with its undertakings hereunder. Receiving Party will promptly notify the Disclosing Party of any unauthorized release, disclosure or use of Confidential Information. In any event, Receiving Party shall be responsible for any breach of this Nondisclosure Agreement by its Advisers, agents, translators, employees, family members or partners. Upon request of Disclosing party Receiving party shall delete all Confidential information (or part of such information if that given by Disclosing party) and all its copies (in any form) or shall return it to Disclosing party and provide written confirmation of fulfillment of the obligation provided hereto within three (3) days upon receiving of request.  接收方同意将保密信息自以下较晚日期开始严格保密四（4）年：传播每则保密信息的日期，或双方之间另一合约关系终止的日期，且如无披露方的事先书面同意，不得允许保密信息(i)以任何形式被复制；(ii)被披露给接收方的法务、财务和其他授权人员（“顾问”）以外的人员，且披露给上述人员的信息必须在本协议第1部分的规定范围内；或(iii)用于与第1部分规定的目的直接相关的内部审查和评估以外的其他目的。接收方同意会确保其获悉保密信息的顾问、代理商和员工遵守相应保密义务。如发生任何未授权的发表、披露或使用保密信息的行为，接收方会立即通知披露方。在任何情况下，接收方都要为其顾问、代理商、翻译、员工、家庭成员或合作伙伴违反本保密协议的行为负责。当披露方提出要求时，接收方应在收到要求后的三（3）天内删除所有保密信息（或者如果披露方指明保密信息的具体部分，应删除此部分）及（所有形式的）所有复件，或者应当退还给披露方，并提供履行义务书面确认书。 |
| **Exclusion from Confidential Information.**  **保密信息除外情况。** |
| Disclosing Party’s Confidential Information shall not include information that: (і) Was in the public domain at the time it was disclosed or made available to the Receiving Party by other third parties; (іі) Entered the public domain subsequent to such time through no fault of the Receiving Party; (ііі) Was in the Receiving Party’s possession free of any obligation of confidence at the time it was communicated to the Receiving Party by Disclosing Party; or (iv). Was developed by employees or agents of the Receiving Party without use or reference to Confidential Information of Disclosing Party. In addition, the Receiving Party may disclose Disclosing Party’s Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of any Party under this Agreement, provided that the Receiving Party shall immediately notify Disclosing Party of receipt of any such order and provide Disclosing Party a reasonable period of time in which to oppose such order before responding.  披露方的保密信息不应包括以下信息：(і)在披露时已进入公共领域的信息，或由其他第三方提供给接收方的信息；(іі)在披露之后，并非因接收方过失而进入公共领域的信息；(ііі)在披露方传达给接收方时接收方已经拥有，且无需承担任何保密责任的信息；或(iv)接收方员工或代理商在未使用或参考披露方保密信息情况下创造的信息。此外，如果法律另有规定，或者为了确立某方在本协议中的权利，在收到法院或其他政府部门的有效命令时，接收方可以披露披露方的保密信息，条件是接收方应当在收到此类命令后立即通知披露方，并给披露方提供一段合理的时间，让披露方可在回应命令前提出反对。 |
| **Accuracy of Information.**  **信息准确性** |
| Disclosing Party confirms that, to the best of its knowledge, all Information furnished to Receiving Party by Disclosing Party will be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading, and recognizes that Receiving Party will use and rely primarily on the Confidential Information and on information available from generally recognized public sources in performing the services of Disclosing Party without having independently verified the same.  披露方确认，据其所知，披露方提供给接收方的所有信息在所有重大方面都完整且正确，不包含任何重要事实方面的不实陈述，或遗漏确保本协议中的陈述不会引起误导的重要事实，并承认在为披露方服务时，接收方会使用并主要依赖保密信息和从普遍认可的公共来源获得的信息，且不会独立确认信息的准确性。 |
| **Non-Competition; Non-Solicitation.**  **竞业禁止；诱引禁止。** |
| Receiving party agrees that for a period of two (2) years, following the termination of cooperation for any reason or without a reason, Receiving Party will not directly or indirectly, whether as an owner, partner, stockholder, joint venture, corporate officer, director, employee, advisor, principal, trustee, lender or licensor, or in any other similar capacity whatsoever, of or for any person, firm, partnership, company or corporation (other than for the Disclosing Party and/or any of its Affiliates): (i) approach or solicit in connection with a competing business purpose, or divert, interfere with or take away the business or patronage of any of the clients, customers or suppliers of the Disclosing Party and/or its Affiliates which are presently existing or identified as prospective clients, customers or suppliers; or (ii) recruit or solicit any person who is or was employed by Disclosing Party or any of its respective affiliates, or induce or attempt to induce or take any action which is intended to induce any employee of the Disclosing Party and/or any of its Affiliates to terminate his or her employment with, or otherwise cease his or her relationship with Disclosing Party or any of its affiliates, or interfere in any manner with the contractual or employment relationship between the Disclosing party and/or any of its Affiliates and any employee of the Disclosing Party and/or any of its Affiliates.  The conclusion of this Agreement does not limit the right of any Party to cooperate with other third party, which carries out activities similar to activities of the Parties.  接收方同意，在因任何原因或没有任何原因终止合作关系后两（2）年内，接收方，不管是为了任何个人、商会、合作伙伴、公司或企业（披露方和/或其分支机构除外），或是作为上述任何个人、商会、合作伙伴、公司或企业（披露方和/或其分支机构除外）的所有者、合作伙伴、利益相关方、合资企业、公司高级职员、负责人、员工、顾问、委托人、受托人、出借人、许可人，或以其他任何类似身份，不得直接或间接：(i)对披露方和/或其分支机构已有的或可能的客户、消费者或供应商出于商业竞争目的接近或招揽、或转移、妨碍或夺取其业务或赞助；或者(ii)招聘或招揽当前或曾经受雇于披露方或其任何相应分支机构的个人，或引诱、尝试引诱、或采取任何有相应意图的行动来引诱披露方和/或其任何分支机构的任何员工终止其与披露方或其任何分支机构的雇佣关系，或者终止其与披露方或其任何分支机构的关系，或者以任何方式干预披露方和/或其任何分支机构与其任何员工的合同或雇佣关系。  签订本协议并不限制任一方与其他与本协议双方从事类似业务的第三方进行合作。 |
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| **Arbitration, Survival of Clauses.**  **条款的仲裁和存续。** |
| Any dispute, controversy or claim arising out of or relating to this agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the competent court of the place of Developer.  由本协议导致的，或与本协议有关的任何冲突、争议或主张，或本协议的执行、违反、终止或失效，应由开发者所在地的主管法院解决。 |
| **Changes to this Agreement.**  **协议修改。** |
| This Agreement may be modified only in writing by signed both Parties. A waiver of rights by the Disclosing Party cannot be derived from a failure to make a claim or statement under this Agreement, unless expressed in writing. A single waiver of rights in a single instance does not constitute a waiver of all rights.  本协议只能由双方以书面形式签字进行修改。除非以书面形式规定，否则不能因披露方未提出主张或声明而视作披露方放弃权利。在特定情况下放弃某项权利不代表放弃所有权利。 |
| **Applicable Law.**  **适用法律。** |
| Russian Laws shall govern this Agreement.  本协议受俄罗斯法律法规管辖。  This Agreement is executed in Russian and English, in two counterparts of equal legal force, one counterpart for each party. In case of a conflict between texts of this Agreement in different languages, as well as if this Agreement is translated into other language, the Parties shall be governed by the text of this Agreement in Russian as in the source language.  本协议以俄语和英语订立，一式两份，两份协议具有同等法律效力，双方各持有一份。如果两种语言的协议有任何冲突，或者翻译成其他任何语言的协议中存在冲突，则双方应遵守以俄语作为源语的协议。 |
| IN WITNESS WHEREOF, the undersigned persons have executed this Mutual Non-disclosure Agreement as of the day and year first written below:  兹证明，以下签名人员自以下签署日期起共同履行本共同保密协议： |
| Company  公司  Asiaray Advertising Media Limited  By: Steve Quock  Asiaray Advertising Media Limited  签名：Steve Quock  Title: Digital Programmatic Manager  头衔：数字规划经理  Date: 27/06/2018  日期：27/06/2018 |
| Developer  开发者  AddReality LLC  AddReality LLC  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: Galeev Sergey  签字：Galeev Sergey  Title: Chief Executive Officer  头衔：首席执行官  Date: 27/06/2018  日期：27/06/2018 |