

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

("Agreement") is entered into on: (date) and between:

Antalogic LLC, Belarus, Gomel, Lenin Avenue, 10, off. 902, +44 (20) 808-991-70
(hereinafter collectively referred to as the "Disclosing Party") and:

(Company name, address, phone number)
(hereinafter referred to as the "Recipient").

1. The Purpose

The Disclosing Party may disclose Confidential Information (as defined below) to the Recipient.

2. Definition of Confidential Information

Confidential Information means any information, data, or know-how, including but not limited to that which relates to research, product plans, future business plans, marketing, advertising, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, code, engineering, hardware configuration information, hardware and software access, databases, translation memories or finances, which will be deemed as Confidential Information. Confidential Information does not include information, technical or know-how which:

- (I) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or
- (II) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or,
- (III) is approved by the Disclosing Party, in writing, for release.

3. Non-disclosure of Confidential Information

The Recipient agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those authorized under this Agreement to have any such information. Such measures will include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party, which may come to the receiving party's attention.

4. Non-competition and Non-solicitation

The Recipient will not contact any party identified as a customer or client of the Disclosing Party in the Confidential Information for any reason whatsoever, including but not limited to for the sale or solicitation of products and/or services, either directly or indirectly for the Recipient's benefit or the benefit of any third party, for term of this Agreement and for a period of 24 months subsequent to the termination of this Agreement.

5. Publicity

The Recipient will not, without prior consent of the other party, disclose to any other person, the fact that Confidential Information of the Disclosing Party has been disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required

by law and then only with prior notice as soon as possible to the Disclosing Party.

6. Return of Materials

Any materials or documents that have been furnished by the Disclosing Party to the Recipient in connection with the Confidential Information will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (5) days of the written request of the Disclosing Party.

7. Patent or Copyright Infringement

Nothing in this Agreement is intended to grant any rights to the Recipient with regard to any and all rights of the Disclosing Party's rights to patents or copyrights. All work undertaken by the Recipient for the Disclosing Party will remain the sole property of the Disclosing Party including rights to copyright and patents.

8. Successors and Assigns

This Agreement will be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof.

9. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the law's and courts of Belarus.

10. Remedies

The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Disclosing Party and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Disclosing Party will be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

11. Term and Termination

The obligations of this Agreement will continue until Confidential Information disclosed to the Recipient has been deemed to be no longer confidential through no breach of this Agreement.

12. Counterparts/Facsimiles

This Agreement may be executed in counterparts, each of which will be considered an original, but all counterparts together will constitute one Agreement. A facsimile of a signed copy of this Agreement received from the Recipient may be relied upon as an original.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

Signature _____
(Disclosing Party)

(Recipient)