

Mutual Non Disclosure Agreement

Between

Andrea Lo Iacono, whose registered office is at Tbilisi City, Vake District, C.F./P.IVA 405869010, represented by Andrea Lo Iacono in their role as Amministratore Unico

and

_____, whose registered office is at _____, C.F./P.IVA _____, represented by _____ in their role as _____

(the "**Parties**")

The Parties hereby agree as follows:

1. Confidential Information and Purpose

1. Each of the Parties intends to disclose information (the "**Confidential Information**") to the other party.
2. The Confidential Information is disclosed for the purpose of www.opexscore.com (the "**Purpose**").
3. Each of the Parties is referred to as the "**Recipient**" when it receives or uses the Confidential Information disclosed by the other party.
4. Confidential Information includes, but is not limited to, acts, documents, information, news, know-how, projections, estimates and data of any nature (including those not qualified as confidential or secret) and any other type of document and/or information provided to the Recipient.

2. Confidentiality obligations

1. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any reason except the Purpose without the prior written consent of the other party.
2. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party.
3. The obligations in the preceding clauses apply to all of the Confidential Information disclosed between the Parties before or after the date of this agreement, orally or in writing, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:
 - a. any information which is or in future comes into the public domain (unless as a result of the breach of this agreement); or
 - b. any information which is already known to the Recipient and which was not subject to any confidentiality obligation before it was disclosed to the Recipient by the other party.
4. Nothing in this agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority. In such case, the Recipient shall immediately inform the other party of the existence of a duty to reveal the Confidential Information to a third party.
5. The Recipient shall, on request from the other party or upon termination of this agreement for any reason, immediately return all documents regarding the Confidential Information disclosed by the other party to the Recipient and shall not retain any copies or records of any nature of the Confidential Information disclosed by the other party.
6. Neither this agreement nor the disclosure of the Confidential Information grants the Recipient any licence, interest or right to the intellectual property of the other party except for the right to copy the Confidential Information disclosed by the other party solely for the Purpose.

3. Duration

1. The undertakings contained in this agreement shall stay in force indefinitely.

4. Liquidated damages

1. In the event of full or partial breach of the obligations contained in this agreement, the non-performing party shall pay the other party, as liquidated damages, a sum equal to 50.000.000,00 €, without prejudice to the right to request compensation for any further damage.

5. Amendments and additions

1. Any amendments or additions to this agreement shall be made in writing and signed by both Parties, failing which, such amendments or additions shall be null and void.

6. Applicable law and jurisdiction

1. This agreement is governed by, and is to be construed in accordance with, Italian law.
2. Any dispute arising or connected to this agreement, including those concerning validity, interpretation, execution or resolution of the same, shall be subject to the exclusive jurisdiction of the courts of Georgia.

Today, _____, in Tbilisi,

Signed on behalf of Andrea Lo Iacono by its duly authorised representative Andrea Lo Iacono in their role as Amministratore Unico

Signed on behalf of _____ by its duly authorised representative _____ in their role as _____

For specific approval, in accordance with Article 1341 of the Italian Civil Code, of clauses 4 (Liquidated damages) and 6 (Applicable law and jurisdiction)
