



KLICKDATA

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____, 2020, by and between Klick Data AB, Värtavägen 15, 115 53 Stockholm. (the “Company”) and _____ (“Recipient”)

Address/ passportnumber:

1. Confidentiality. Recipient hereby agrees that they shall not at any time, directly or indirectly, disclose to any person or entity, use for their own benefit or for the benefit of any third party, or manufacture, sell, market, or license, any concept, product or service that is based on, spawned by, or derived from, in whole or in part, any information or material provided to it by the Company, whether written or oral, including, without limitation, business plans and information contained therein, any product information, intellectual property, assets, liabilities, court proceedings and filings, ownership structure, cost structure, market and marketing information, manner of operation, financial information (including, without limitation, financial statements and projections), and any information that may be deemed similar to, based on or derived from any of the foregoing (the “Confidential Information”), without regard to whether any or all of the Confidential Information would be deemed sufficiently confidential or material to warrant protection as a trade secret. Documents or records prepared by you which contain, are based on or otherwise reflect or are generated in whole or in part from such Confidential Information, including that stored on any computer, word processor or other similar device shall be called "Notes." Notwithstanding the foregoing, Recipient shall be permitted to disclose the Confidential Information or Notes to such of its officers, members of its board of directors, and its attorneys, accountants, or other professionals (collectively, “Authorized Parties”), as is necessary to enable them to evaluate the Company; provided, however, that Recipient shall be fully responsible for any breach of the terms of this Agreement by any Authorized Party to whom they disclose such information. In the event that you are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, law, governmental proceeding, stock exchange rule, or similar process) to disclose any of the Confidential Information or Notes, you shall, to the extent allowed by law, provide Company with prompt prior written notice of such requirement, you shall furnish only that portion of the Confidential Information or Notes which you are advised by counsel is required, and you shall attempt to obtain reliable assurances that confidential treatment will be accorded such Confidential Information or Notes.



The obligations of this Agreement shall not apply to Confidential Information which, a) before being disclosed by the disclosing party and was known to the receiving party; or b) has been rightfully received from a third party without restrictions on disclosure and without breach of this Agreement; or c) has been independently developed by a Party without use of or reference to the other Party's Confidential Information, by persons who had no access to the Confidential Information; or d) has been approved for such use or disclosure by written authorization of the disclosing Party; or e) is now, or hereafter becomes, through no act or failure to act on the receiving Party, generally known or available to the public; or f) has been disclosed pursuant to a requirement of government or law. Recipient agrees not to compete with the Company in this in any type of animation services on the internet, television, cable, wireless media, etc or in any method now known or hereafter devised.

Furthermore, during this Agreement and for a period of three (3) years thereafter, Contractor shall not, directly or indirectly, solicit for employment any employee of the Company.

2. No Liability. Recipient agrees that no covenants, warranties or representations are made by the Company or any of the Company's representatives with respect to the accuracy or completeness of any Confidential Information, and none of them shall have any liability to Recipient or the Authorized Parties arising out of the use of Confidential Information.

3. Non-Exclusive Discussions. Neither discussions between Recipient and the Company concerning the potential business relationship nor the disclosure of Confidential Information may be construed to limit the right of Company to engage in similar discussions with others or to furnish Confidential Information to others. Except for this letter agreement, neither Company nor Recipient will be bound by any discussions unless a definitive agreement containing the essential terms of a business relationship is executed by authorized officers of both parties.

4. Remedy. Recipient hereby acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the extent of which may be difficult to assess. Accordingly, Recipient agrees that the disclosing the Company shall have the right to seek an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.



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5. Waiver. The waiver by Company of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach, whether of the same or of a different character.

6. Termination of Discussions. Upon demand by the Company, and in all events upon cessation of discussions, Recipient shall return or cause to be returned all copies of any tangible forms of Confidential Information provided to Recipient by the Company. The obligations of confidentiality of Recipient contained in Paragraph 1 shall continue at all times thereafter.

7. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Gujarat, India. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Gujarat, India, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Gujarat, India.

8. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, Company and its successors and assigns.

9. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable and binding, and such determination shall not affect the validity or enforceability of any other provision of this Agreement.

10. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by this reference.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written



For Klick Data AB

Mr Erik Bolinder

A handwritten signature in black ink that reads "Erik Bolinder".

Chief Executive and Founder

erik.bolinder@gmail.com |

Skype: erik_bolinder

RECIPIENT 

By: _____

Its: _____

Date:

Date: 

CONFIDENTIAL