

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made on this date: [.....], by and between

[.....], a company incorporated under the laws of [.....] (Company Registration Number [.....]), having its registered office at [.....], email: [.....@.....] and duly represented by [.....] (the “.....”), and

Faculty of Mathematics, University of Belgrade, a faculty that operate under the laws of Serbia (Number: 100046603) having its registered office at Studentski trg 16, 11158 Belgrade, Serbia, email: matf@matf.bg.ac.rs and duly represented by Zoran Rakić, dean (the “**Faculty of Mathematics**”),

hereinafter together or each separately respectively referred to as the “**Parties**” or the “**Party**”,

WHEREAS, the **Faculty of Mathematics** will perform examination and certification of gaming software and/or an information-communication system for organizing special games of chance through the means of electronic communication, developed by [.....] (the “**Purpose**”);

WHEREAS, certain Confidential Information (as herein defined) concerning the products developed by [.....] and certain Confidential Information (as herein defined) concerning the procedures and techniques of examination used by “**Faculty of Mathematics**” may be disclosed between the Parties, either orally, visually or in writing;

NOW, THEREFORE, in order to protect Confidential Information from unauthorized use and disclose to the third parties, and in consideration of the promises and for other good and valuable consideration set forth herein, the Parties agree as follows:

1. Definitions.

“**Affiliate**” shall mean, with respect to any Party, all of such Party's partners, contractor's, subcontractors, affiliates, subsidiaries, directors, officers, employees, agents and advisors, as well as any person that is directly or indirectly controlling, controlled by or under common control with such Party.

“**Confidential Information**” shall mean without limitation, as may be disclosed, furnished or communicated in writing, verbally or through any other means of communication by a Party or its Affiliates, or which a Receiving Party otherwise learns, tangible or intangible (i) any trade secrets, methods (technical, financial, pricing or business), technology, research, products by which the Parties conduct their business, (ii) any know-how, drawings, photographs, graphics, music, designs, mathematical models, source code, design diagrams, test results, plans, software, studies, recorded voice or images, development, creative projects, inventions, patent applications, unpublished inventions, processes etc. (iii) the names of existing customers, directors, officers, employees, licensees, customers, contractors and related information, (iv) the content of this Agreement and the discussions held between the Parties with respect to the Purpose, and (v) any other information whatsoever relating to a Party which may come to the knowledge of the other Party as a result of this Agreement or any other agreements.

Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the Receiving Party; (ii) was in the possession of the Receiving Party prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidentiality or non-use. In any such case the Receiving Party should be able to prove the above with documents or/and any other fruitful means maintained in the ordinary course of business; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality or non-use to the Disclosing Party, provided that such third party was not prohibited by law, equity, contract or any other way from disclosing such Confidential Information to

such Receiving Party; (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (v) is allowed to be disclosed in writing; or (vi) is required to be disclosed by a government body or court of competent jurisdiction or by operation of law or in order to comply with the rules of a recognized stock exchange, but only to the extent so required.

“**Disclosing Party**” shall mean either Party which possesses the Confidential Information and which discloses Confidential Information to another Party as defined under this Agreement.

“**Receiving Party**” shall mean either Party which receives Confidential Information as defined under this Agreement.

2. Non-Disclosure.

The Parties shall agree that in case of provision of the Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party shall:

- (i) not disclose, transfer or otherwise make available any such Confidential Information to third parties;
- (ii) treat and keep all Confidential Information secret and strictly private and confidential;
- (iii) use at least the same efforts to protect the confidentiality of the Confidential Information as it uses to protect its own proprietary information or industry standards, whichever are higher;
- (iv) use the Confidential Information solely for the Purpose.

Each party agrees that it shall not cause or permit disclosure or dissemination of any Confidential Information to any third party without the Disclosing Party’s prior written consent. If such consent is given, the third party must be placed under the same restrictions as the Receiving Party is by reason of this Agreement.

The Receiving Party agrees that the Confidential Information shall be disclosed to only those people within its respective organizations or its subsidiaries, agents, consultants, representatives or advisors who have a need to know the information and who are obligated under terms no less restrictive than those imposed by this Agreement on the Receiving Party.

In no event shall a Receiving Party use the Disclosing Party’s Confidential Information to compete with the Disclosing Party, directly or indirectly, or for any cause other than the Purpose, without the Disclosing Party’s prior express written approval.

In the event either party becomes aware of any misappropriation or misuse of any Confidential Information by any person or entity, such party shall immediately advise the other party in writing.

If the receiving Party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of such request or requirement and the Receiving Party will use good faith effort to have given notice to the Disclosing Party and shall have made a reasonable effort to cooperate with the Disclosing Party to limit the scope of disclosed information to what is required and shall use best efforts to obtain reliable assurances that such Confidential Information will be treated confidentially.

3. Standard of Care.

The Receiving Party shall use all commercially reasonable efforts to protect the Confidential Information from any harm, tampering, unauthorised access, sabotage, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure.

4. Return of Confidential Information.

Upon the termination of this Agreement, or at the Disclosing Party’s written request, the Receiving Party shall deliver to the Disclosing Party all files, documents, computer programs and other media (and all copies and reproductions of any of the foregoing) in its possession or control to the extent that the same contain Confidential Information and shall, so far as reasonably practicable, permanently erase any Confidential Information from any computer, word processor or other device containing, comprising or including Confidential Information. Upon the request of the Disclosing Party, the Receiving Party shall

certify in writing that it, and each of its Representatives and/or Affiliates to whom Confidential Information has been provided, has complied with the provisions of this clause 4.

Notwithstanding the foregoing, the Receiving Party may retain such of its documents as required to comply with mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

5. No Licence or Representation.

Confidential Information of each Party and all respective rights thereto shall remain in the exclusive property of such Party. Each Party shall acknowledge that no licence to either party of any trademark, patent, copyright or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder.

The Confidential Information is provided in good faith but without any representations or warranty, whatever is accurate, complete, fit or sufficient for any use of the results based on the Confidential Information or that it will not infringe on proprietary rights of third parties.

Nevertheless, both Parties agree to use reasonable endeavors to provide the other Party with accurate and complete information.

6. Compliance by the Affiliates.

Each Party shall be responsible for compliance by its Affiliates with the terms of this Agreement.

7. Term, Termination and Survival.

This Agreement is effective as of the date first written above and shall continue until terminated by either party at any time upon thirty (30) days written notice or sent by e-mail to the other party to the e-mail address noted above. The termination of this Agreement shall not relieve either party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of those clauses shall survive the termination of this Agreement.

8. Governing Law and Dispute Resolution.

In the event of any misunderstanding or dispute between the Parties hereto or any matter concerning the interpretation of any provision of this Agreement the said misunderstanding, dispute or interpretation shall be settled in good faith through negotiations between the Parties.

If the Parties are unable to reach an amicable settlement, all disputes, arising from this contract or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this contract or its adaptation to newly established facts, shall be referred for resolution to the competent Court.

9. Injunctive Relief.

In case of unauthorized disclosure by either Party of the Confidential Information of the other Party, the Party disclosing the information shall immediately inform the other Party on the respective disclosure of Confidential Information in written form and assist the other Party in restricting of the resulting violation of its rights. The Party disclosing the information shall cooperate with the other Party in case of any claims against the third parties for unauthorized use of the respective information.

Both Parties shall acknowledge that unauthorized disclosure, use or disposal, whether actual or threatened, of any Confidential Information would cause irreparable harm, loss of business and significant injury to the Disclosing Party.

Both Parties shall agree, therefore, that the Disclosing Party shall be entitled, notwithstanding the fact that such Party has claimed any other requirements, to apply to the court for obtaining the judgment or

an order on termination of any breach, threatened breach or attempted breach of this Agreement, in addition to any other remedies stipulated by applicable legislation.

10. Liability of the Parties.

In the event that the Receiving Party breaches the obligations set out in this Agreement, such a breach shall be rectified or remedied without delay, but in any event not later than three (3) days after the Disclosing Party issues a relevant notice. If a breach is not rectified within the above-mentioned period or such a breach is irreparable, the Receiving Party shall indemnify the Disclosing Party for any direct damages sustained by it as a result of breach of the obligation to preserve the Confidential Information. In the event that the Disclosing Party brings any action to enforce or protect any of its rights under this Agreement, the Disclosing Party shall be entitled to recover, in addition to its damages, its reasonable legal fees and costs incurred in connection therewith.

11. No Partnership.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

12. Assignment.

Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

13. Miscellaneous.

This Agreement constitutes the entire agreement and understanding between the Parties and integrates all prior and contemporaneous discussions between them related to the subject matter hereof. No amendment to this Agreement shall be valid unless it is in writing and signed by both Parties. This Agreement shall be binding upon the respective successors and assigns of the Parties hereto. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or invalidate any other provision of this Agreement.

14. Counterparts.

This Agreement may be executed in any number of exchanged counterparts (including exchange by email transmission), each of which when executed and delivered shall be deemed an original, but which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, duly authorised representatives of the Parties have executed this Agreement as of the date set forth above.

For and on behalf of the *[insert recipient's name]*

.....
[insert representative's full name],
[insert position]

For and on behalf of Faculty of Mathematics.:

.....

Zoran Rakić,
Dean of the faculty