**THIS AGREEMENT** is made on the \_\_\_ day of \_\_\_\_\_\_\_\_\_ 2020, between

**SEON Technologies KFt.**  Rákóczi út 42 7. Em., Budapest, 1072, Hungary (“SEON”)

and

(both SEON Technologies Kft. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are hereinafter collectively referred to as the “Parties”).

**WHEREAS**

A. For the specific purpose of identifying the possibility of a business relationship, the Parties hereto wish to disclose to each other and/or allow each other (whether directly or indirectly), access to Confidential Information (as hereinafter defined);

B. The Parties wish to regulate how such Confidential Information is to be treated while in the possession or control of the Receiving Party (as hereinafter defined) so as to protect the proper interests of the Disclosing Party (as hereinafter defined).

**NOW IT IS HEREBY AGREED AS FOLLOWS**:

1. Definitions

 The following words and phrases shall have the following meaning unless the context otherwise requires:

 (a) “Information” shall include information provided to or acquired by the Receiving Party in oral or documentary form or by way of models or other tangible or intangible form or by demonstrations or presentations.

 (b) “Confidential Information” shall mean:-

 (i) in respect of Information provided in documentary or by way of a model or in other tangible or intangible form (including by way of computer software or code), all Information which at the time of disclosure to the Receiving Party is not in the public domain; and

 (ii) in respect of Information that is imparted or disclosed orally or by demonstration or presentation, any Information that the Receiving Party has been informed by the Disclosing Party at the time of disclosure is not in the public domain; and

 (iii) in respect of Information imparted or disclosed orally or by demonstration or presentation, any note or record of the disclosure; and

1. any copy of any of the foregoing

it being assumed that subject to Clause 6 all such Information is Confidential Information

 (c) “Disclosing Party” shall mean the Party who imparts or discloses the Information to the Receiving Party;

 (d) “Receiving Party” means the Party who receives or acquires the Information from the Disclosing Party;

 (e) “Proper Use” shall mean the use of Confidential Information wholly necessary and exclusively for the purpose set out in Recital A above.

2. In consideration of the provision of Confidential Information by the Disclosing Party or acquisition thereof by the Receiving Party, the Receiving Party shall:-

 (a) keep the all Confidential Information secret and confidential; and

 (b) to ensure that Confidential Information and all copies thereof are protected against theft or unauthorised access and that no-one receives Confidential Information unless authorised by the Receiving Party and in accordance with this Agreement; and

 (c) use such Confidential Information only for the Proper Use; and

 (d) permit access to such Confidential Information only to such of its directors, officers, auditors and employees having a need to know such Confidential Information and inform each of such directors, officers, auditors and employees the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof; and

 (e) permit access to such Confidential Information only to such of its professional advisers and consultants as are engaged to advise it in connection with the Proper Use; and

 (f) permit access to such Confidential Information only to its bankers and potential investors and their professional advisers for the purposes of securing financing in relation to the Proper Use; and

 (g) make copies of the Confidential Information only to the extent that the same is strictly required for the Proper Use; and

 (h) promptly return all Confidential Information (and all copies thereof) to the Disclosing Party upon its written request or (at the Disclosing Party’s option) to the extent it is technically feasibly with reasonable efforts destroy all such Confidential Information -; and provide to the Disclosing Party a certificate of such destruction signed by a duly authorised officer of the Receiving Party; and

 (i) procure that anyone to whom the Receiving Party has supplied copies of the Confidential Information destroys or permanently erases all such copies and any further copies made by them.

3. The Receiving Party will inform anyone to whom it discloses the Confidential Information that it is confidential and procure that they comply with this Agreement as if they were the Receiving Party.

4. The Receiving Party may only make such copies of the Confidential Information as are strictly necessary for the Proper Use and for disclosures that are not in breach of this Agreement.

5. Where any Confidential Information be the subject of any national or governmental security regulations the Receiving Party shall, and hereby undertakes to, take such measures as may be required by such regulations to protect such Confidential Information.

6. Without prejudice to any obligations imposed on and assumed by the Receiving Party under any national or governmental security regulations the obligations of confidentiality herein shall not apply to any Information which the Receiving Party can show:

 (a) was in the possession of the Receiving Party before such Information was imparted or disclosed by the Disclosing Party; or

 (b) is independently developed by any servant agent or employee of the Receiving Party without access to or use or knowledge of the Information and to whom no disclosure of the Information has been made; or

 (c) is in or subsequently comes into the public domain other than by breach by the Receiving Party of its obligations hereunder; or

 (d) is received by the Receiving Party without restriction on disclosure or use from a third party which the Receiving Party honestly believes is entitled to make such disclosure.

 The obligation of confidentiality shall not apply if and to the extent the Receiving Party is obliged by any law or by any court or administrative/regulatory agency or authority to disclose the Information

7. Any Information imparted disclosed or acquired hereunder shall remain the property of the Disclosing Party or the originator of such Information and must be applied for the Proper Use only. No licence under any trademark, copyright, patent, design rights or any other intellectual property rights or any other intellectual property right, is granted, whether expressly or by implication to the Receiving Party by the disclosure or acquisition of such Information. The disclosure of such Information shall not constitute any representation or warranty, express or implied with respect to the non-infringement of trademarks, patents, copyright, design rights or any other intellectual property rights belonging to third parties.

8. The obligation of confidentiality hereunder shall survive and continue for a period of two years from the date of this Agreement.

9. Any notice required to be given hereunder by either party to the other shall be in writing and shall be deemed to have been sufficiently given when it is transmitted by telex or facsimile or by registered or recorded delivery post to the address of the relevant Party as stated herein.

10. A failure or neglect by the Disclosing Party to enforce at any time any of the provisions hereof shall not be construed or shall be deemed to be a waiver of the Disclosing Party’s rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Disclosing Party’s rights to take subsequent action.

11. This agreement and the supply of Confidential Information does not constitute an offer to enter in to any contractual or other legal arrangement. Neither Party is under any obligation to accept any offer that the other may make and either Party may end discussions without giving any reason for doing so and without incurring any liability to the other Party.

12. The Confidential Information supplied by the Disclosing Party may not be accurate or complete. The Disclosing Party will not be liable to the Receiving Party of anyone to whom the Receiving Party discloses the Confidential Information if it is relied upon.

13. This agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.

14. If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of this agreement which shall remain in full force and effect.

15. Neither Party shall assign this Agreement or any part thereof without the prior written consent of the other but this shall not prejudice the obligation of the Principal to be bound by, and its right to the benefit of, this Agreement.

16. The validity, construction and performance of this Agreement shall be subject to Hungarian Law and the Parties hereto submit to the exclusive jurisdiction of the Hungarian courts.

**SIGNED** by **Bence Jendruszák** for and on behalf of

**SEON Technologies Kft.**

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**SIGNED** by [………………………..………….] for and on behalf of

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