

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

BY CLICKING "SIGN UP", "I ACCEPT", "OK", "CONTINUE", "YES" OR YOUR SIGNATURE YOU ARE INDICATING YOUR COMPLETE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is made by and between Returnil Trading Limited, with its principal address as Strovolou 77, Strovolos Center, Office 204, Strovolos, P.C. 2018, Nicosia, Cyprus (hereinafter referred to as "Returnil Software") and YOU (hereinafter referred to as " Partner" or "The Company")

Returnil Software and Partner are sometimes referred to herein as "Parties", as the case may be.

The Company and Returnil have entered into this Agreement to establish a confidential relationship to provide one another with confidential information pertaining to their businesses, including but not limited to their products, services, customers, intellectual property, business plans and other information of a proprietary nature (Confidential Information), which shall be protected by the receiving party from any disclosure or use other than as expressly authorised in this Agreement. Such Confidential Information is provided solely for the purpose of supporting discussions for a commercial relationship between the parties and the parties undertake not to use Confidential Information for any other purpose whatsoever.

1. Confidential Information if disclosed or provided in tangible form, shall be marked "Confidential" or "Proprietary". Confidential Information, if orally or visually disclosed, shall be identified as confidential in nature at time of its disclosure. The parties undertake in their own name and on behalf of their employees to keep such Confidential Information confidential and not to disclose the same to any third party under any circumstances whatsoever and further to abide by the terms and restrictions of all such markings and not to copy or reproduce in any form in whole or in part any of the materials provided that contain Confidential Information.
2. Confidential Information shall not be provided or disclosed to anyone except those employees of the receiving party with a need to know. The parties undertake to make such employees fully aware of the terms and obligations of this Agreement.
3. The parties represent and warrant that they protect their own Confidential Information from unauthorised use or disclosure and have agreements with their employees to protect such confidential information and the confidential information of others that they become obligated to protect in a confidential relationship. Each party shall protect the others Confidential Information with the same degree of care that it employs to safeguard its own Confidential Information from unauthorised use or disclosure.
4. The obligations with respect to Confidential Information disclosed under this Agreement shall survive any termination of this Agreement for a period of 5 years from the date of first disclosure of such Confidential Information
5. The obligations of confidentiality imposed by this agreement shall not apply to any Confidential Information that;

