

CONFIDENTIALITY AGREEMENT

1. APPLICATION

1.1. These Confidentiality Agreement describe the confidentiality obligations of the officers, employees and contractors of AGATON LIMITED (hereinafter – the «Company»).

1.2. A Company employee or contractor responsible for conclusion of agreements with the Company's officers, employees and contractors (or director of the Company, if there are no such employee or contractor), shall ensure that an agreement between the Company and a Company's officer, employee and contractor refers to this Agreement or contain confidentiality obligations at least as protective as these Agreement.

1.3. A Company's officer, employee and contractor shall at all time during his/her contract with the Company and one year thereafter comply with these Agreement. Where the Company's contractor engages a subcontractor or an employee for performance of the contractor's obligations to the Company, the contractor shall ensure that the subcontractor or contractor's employee is bound with the confidentiality obligations at least as protective as these Agreement.

1.4. For the purposes of this document each of the Company's officers, employees and contractors is hereinafter referred to as a "you".

2. CONFIDENTIAL INFORMATION

2.1. You may, during your engagement with the Company, gain access to the confidential information of the Company. Such information, hereinafter referred to as "Confidential Information", includes:

2.1.1. Information marked as confidential or secret;

2.1.2. Information which can be accessed only upon authorization or logging in (for example, information in the corporate Slack workspace, task management systems, the Company's CRM, TRM or HRM systems, etc.), regardless whether you use your own email address or other credentials for authorization, or an email address at the Company's domain;

2.1.3. Information disclosed privately to you, e.g., on a personal meeting or call, in an email or by other means of communication which cannot be accessed by any member of the public with the usual technological means. This means that any communication from the Company shall be regarded as confidential, unless made publicly.

2.2. Confidential Information may include: financial information; information on the Company's operations, business development and processes; client databases and list of contractors; technologies used or to be used by the Company, including technologies being developed by the Company or by third parties for the Company. This list is provided by way of an example and is not exclusive.

2.3. Confidential Information does not include information which:

2.3.1. is publicly available at the time it is disclosed to you;

2.3.2. is or becomes publicly available (otherwise than at your fault) after it was provided to you;

2.3.3. is developed by or for you independently without access to or use or knowledge of the Confidential Information;

2.3.4. is lawfully received by you without restriction on disclosure or use from a third party;

2.3.5. is approved for disclosure by a specific consent of the Company.

2.4. Confidential Information may be provided in any form and is protected regardless of the form in which it was provided: on physical medium, in digital form, orally, by inspection of premises, etc.

3. PERSONAL DATA

3.1. Confidential Information may include personal data of data subjects who are in the European Union or other jurisdictions.

3.2. Where you gain access to the personal data in the course of performance of your obligations to the Company (such data may be referred herein to as "Personal Data"), the Company may require you to:

3.2.1. execute Standard Contractual Clauses recognized by the European Commission as offering sufficient safeguards on data protection, or

3.2.2. adhere to the binding corporate rules (BCR) as adopted by the Company and approved by the lead supervisory authority by executing a deed of adherence or incorporating the BCR into the agreement between the Company and you, and you shall comply with such requirement in the manner and within the time period acceptable to the Company.

3.3. You shall use the Personal Data only in the environment allowed by the Company. E.g., if you gain access to the Personal Data through the Company's CRM, TRM or HRM system, you shall use such data only within such system and may not copy the data elsewhere, unless specifically instructed by the Company to do so.

4. OBLIGATIONS

4.1. You shall safeguard Confidential Information and use it only for performance of your obligations to the Company.

4.2. You shall not:

4.2.1. use the Confidential Information for your own benefit, whether direct or indirect;

4.2.2. disclose Confidential Information otherwise than to a court or governmental authority pursuant to their legal request or to the following persons on the need to know basis:

4.2.2.1. to the Company's officers, employees and contractors, and where disclosure is made to the Company's contractors, you shall ensure that the receiving party is bound by these Confidentiality Agreement or any confidentiality obligations at least as protective as these Agreement;

4.2.2.2. if you are the Company's contractor, your officers, employees and contractors bound by confidentiality obligations at least as protective as these Agreement.

4.2.3. seek to obtain Confidential Information that may be in the possession of other persons or business units of the Company that you do not need to know to perform your obligations to the Company.

4.3. Upon termination of your contract with the Company, you shall destroy or return to the Company all physical and electronic copies of Confidential Information. This clause does not preclude you from keeping the documents and records pursuant to mandatory rules of law.

5. BEST PRACTICES

5.1. These best practices illustrate the standard of care expected by the Company from you, and it is strongly recommended to follow these practices.

5.2. To access Confidential Information, use the devices owned and controlled by the Company or yourself. Do not access Confidential Information through devices owned by third parties.

5.3. Password protect your devices and accounts and log off when you are not using them. Use secure passwords. Do not share your passwords and log in credentials with anyone, and if you have reasonable grounds to believe that your password or log in credentials were compromised, change them.

5.4. Avoid discussing Confidential Information in places where you may be overheard by people who are not entitled to access such information.

5.5. Minimize copies of Confidential Information, whether digital or hardcopies. Do not leave copies of Confidential Information where they may be seen by persons who are not entitled to access such information.

5.6. If you receive request for Confidential Information from a Company's employee, officer or contractor, consult his/her manager at the Company whether the information requested is reasonably required for the requesting party to perform his/her obligations to the Company.

6. SEEKING ADVICE

6.1. If you have any questions concerning Confidential Information, e.g.:

6.1.1. You have doubts as to whether the particular information qualifies as Confidential,

6.1.2. you receive a request regarding Confidential Information from an employee or contractor reporting to you,

6.1.3 you receive request for information from a third party which is not the Company's employee, officer or contractor, you shall consult the Company's internal guidelines and documents, and if they do not provide a definite answer, seek advice in accordance with para 6.4. and 6.5. below.

6.2. If you have reasonable grounds to believe that providing information to any third party or the Company's employee, officer or contractor is contrary to the Company's interests, you should seek advice in accordance with para 6.4. and 6.5. below.

6.3. If you have reasonable grounds to believe that any piece of Confidential Information was disclosed to an unauthorized person, or that there is significant risk of such disclosure, you shall immediately, within 1 business day, contact the person indicated in para 6.4. and 6.5. below.

If you are the Company's contractor or employee, please seek advice from: (1) a person indicated as primary point of contact in the contract between the Company and you, or (2) your manager, or (3) in the absence of the above, the Company's director.

6.5. If you are the Company's officer or Level 1 employee, please seek advice from (1) the Company's Head of Legal, or (2) the Company's director.

6.6. The following are considered Level 1 employees, regardless of whether a person is engaged by the Company on the basis of employment agreement or on the basis of personal services agreement:

6.6.1. Financial Director;

6.6.2. CTO;

6.6.3. Heads of departments.