

MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (the “*Agreement*”) is hereby made and entered as of January 20, 2012 by and between “**Polimaster**” Ltd., 112, M. Bogdanovich Str., Minsk, 220040, Republic of Belarus, and 御社名 (英語表記), 御社住所 (英語表記), JAPAN and together with Polimaster - the “*Parties*” and each - a “*Party*”).

WHEREAS, each Polimaster Ltd. and 御社名 (英語表記) desires to receive certain confidential and/or proprietary Information, as defined below, about the other Party in order to investigate and negotiate a possible business transaction (hereinafter the “*Transaction*”),

WHEREAS, the Parties desire to protect, in connection with the Transaction, certain technical, trade and other business information proprietary to the Party disclosing such information (“*Disclosing Party*”) to the Party receiving such information (“*Recipient*”).

WHEREAS, the Disclosing Party is willing to disclose such information to Recipient subject to the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the respective Parties, the Parties covenant and agree as follows:

1. Definition of Information and Confidential Information.

a) “**Information**” shall mean any information, product, document or other material of any nature relating to or concerning the Disclosing Party or any of its affiliates or subsidiaries that is provided or made available to Recipient by the Disclosing Party either directly or indirectly in any form whatsoever in connection with the Transaction, including in writing, orally, and machine readable, including, but not be limited to, correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, inventions, information regarding patents, patent applications, software, computer object or source code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, products or product development, strategies or plans, information concerning current and future products and services, customers, suppliers, markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing processes, developments, inventions, designs, drawings, engineering specifications, hardware configuration information, trade secrets, financial information and any other business records and information, the use or disclosure of which might reasonably be construed to be contrary to the interests of the Disclosing Party. Information shall include information of third parties subject to promises of confidentiality and which the Disclosing Party may share with Recipient. This Agreement applies to Information whether disclosed by the Disclosing Party either before or after the effective date of this Agreement.

b) “**Confidential Information**” shall mean all public and nonpublic information included in the Information other than information: (i) that is already in the possession of Recipient before receipt from the Disclosing Party, (ii) is or becomes rightfully in the public domain with no fault of Recipient; (iii) is received by Recipient from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information, or (iv) is disclosed under operation of law to the public or to a third party without a duty of confidentiality. If Recipient asserts one of the four exceptions to Confidential Information above, then Recipient shall prove such assertion by proper forms of documentary evidence.

2. No Disclosure or Use of Confidential Information. Recipient understands and agrees, except as otherwise provided in this Agreement (i) to use the Confidential Information only for the purpose of evaluating the Transaction, (ii) not to use any Confidential Information for Recipient’s own commercial benefit or for any purpose except in accordance with the terms of this Agreement, and (iii) not disclose or permit disclosure of any

of the Confidential Information to any third party without the Disclosing Party's prior written approval. Subject to any subsequent agreements entered into as part of the Transaction, Recipient shall:

- a) not, and shall not attempt to, modify, decompile, disassemble, reverse engineer or emulate the functionality and/or create derivative works of any software or products of the Disclosing Party or its affiliates with respect to which Information is shared with Recipient;
- b) not make copies, photocopies, facsimiles or other reproductions of any of the Confidential Information;
- c) not remove any notice on or in any Information of the Disclosing Party or remove any trademark, trade name, logo, or notice affixed to such Information;
- d) take all reasonable measures to protect the secrecy of the Confidential Information and to avoid disclosure or use of the Confidential Information to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have such information. Such measures shall require the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, and shall be no less than reasonable care;
- e) notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information which comes to Recipient's attention;
- f) notify the Disclosing Party if disclosure of Confidential Information by Recipient is necessary to comply with the requirements of any law, government order, regulation or legal process prior to such disclosure and at the Disclosing Party's request use best efforts to seek an appropriate protective order in connection with such legal process and, if unsuccessful, to use best efforts to assure that confidential treatment will be granted to the disclosed Confidential Information; and
- g) reimburse, indemnify and hold harmless the Disclosing Party and its affiliates, employees, investment bankers, legal counsel and other agents and representatives from any damage, loss or expense incurred as a result of the use of the Confidential Information by Recipient and its representatives or other recipients contrary to the terms of this Agreement.

3. Permitted Disclosure. Recipient shall have the right to disclose the Confidential Information:

- a) to any employee of Recipient who is involved in the Transaction or who has a need to know such Confidential Information in accordance with customary business practice and to professional advisors of Recipient in connection with such consideration, provided that they observe confidentiality in accordance with this Agreement *provided, however*, that Recipient shall have the right to disclose the Confidential Information disclosed by the Universities to its affiliates and employees of its affiliates on an as-needed basis for purposes of evaluating the Transaction provided that they observe confidentiality in accordance with this Agreement; and
- b) as required by virtue of any law or regulation provided that the Recipient complies with requirements of Section 2(f) of this Agreement.

4. No Warranty. The Disclosing Party makes no warranty with respect to the Information, including its freedom from claims of third party infringements of patents and copyrights, and shall not have any liability or responsibility for errors or omissions in, or any business decision made in reliance on any information disclosed hereunder. If either Party provides pre-release software as Confidential Information under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Recipient agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Recipient's use of such pre-release software.

5. **Cease of Use Information.** Any Information which is furnished by the Disclosing Party to Recipient, or reproduced by Recipient, including all copies of such Information, duplicates, repetitions or excerpts of any Information received and any written memoranda or notes of Information shall be immediately ceased to use after receipt of a written request by the Disclosing Party.
6. **No Rights Granted.** Nothing in this Agreement is intended to grant any patent, copyright, trade secret, trademark, service mark or other proprietary rights to Recipient, nor shall this Agreement grant Recipient any rights in the Disclosing Party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed Transaction between the Parties. The Disclosing Party remains the sole and exclusive owner of its Confidential Information.
7. **Remedies, Specific Performance and Injunctive Relief.** Each Party agrees that its obligations provided herein are necessary and reasonable in order to protect the Disclosing Party and its business. Recipient acknowledges that it will be impossible to fully measure in money the damage to caused to the Disclosing Party by any failure to comply with, or any breach of, the material terms, promises, agreements, and conditions of this Agreement, and that such failure or breach will result in irreparable and continuing damage to the Disclosing Party, and that in the event of any such failure or breach, the Disclosing Party will not have an adequate remedy at law or in damages. Therefore, Recipient consents to the issuance of an injunction, a decree for specific performance, and/or the enforcement of other equitable remedies against it by the Disclosing Party (including monetary damages if appropriate), without bond or other security, to compel the performance of all of the material terms of this Agreement, and hereby waives the defense of the availability of adequate relief in damages. If any action of law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to its reasonable attorney's fees, costs and disbursements in addition to any other relief to which it may be entitled. If a dispute arises over what constitutes Confidential Information subject to this Agreement, Recipient agrees to treat any information subject to such dispute (the "**Disputed Information**") as Confidential Information hereunder until such time as either the Parties can mutually agree or a court of competent jurisdiction has determined if the Disputed Information shall be Confidential Information, subject to the terms hereof.
8. **Suggestions and Feedback.** Either Party may from time to time provide suggestions, comments or other feedback to the other Party with respect to Confidential Information provided originally by the other Party (hereinafter "**Feedback**"). Both Parties agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for the Recipient. However, the Recipient shall not disclose the source of any feedback without the providing Party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each Party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other Party. The foregoing shall not, however, affect either Party's obligations hereunder with respect to Confidential Information of the other Party.
9. **Survival.** This Agreement shall terminate upon the earlier of a) a 10 days notice of one Party delivered to another, and b) consummation of the Transaction *provided* that the commitments of each Party under Sections 1 – 7, 11 and 12 hereof with regard to the Information received prior to the termination of this Agreement shall survive any termination or expiration of the Agreement or any discussions regarding the Transaction between the Parties.
10. **Assigns.** This Agreement shall be binding upon and for the benefit of the Parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned or otherwise transferred or disseminated without the prior written consent of the Disclosing Party.
11. **No Waiver.** The Parties agree that no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof and no provision of the Agreement will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

12. Governing Law; Arbitration. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where competent arbitration court is located (lex fori), as indicated in this Section 12, without reference to conflict of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of applicable national laws in any competent jurisdiction. The parties hereto also agreed to submit to the exclusive personal jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute, controversy or claim arising out of the interpretation or application of the terms of this agreement or any breach thereof shall, unless it is settled by direct negotiation, shall, on the written demand of either Party delivered to the other Party, be determined and settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Any award rendered by the arbitrator shall be final and binding on the parties and any judgment on such arbitration award may be enforced in any court of competent jurisdiction. Nothing in this Section 12 shall prevent a Party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

13. Legal Expenses. The prevailing party in any legal action, including arbitration, brought by one Party against the other and arising out of this Agreement shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

14. Notices. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement ("**Notifications**") will be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (d) within three (3) days after deposit with an internationally recognized express delivery service, in each case when transmitted to a Party at the address or location indicated on the execution page.

Either Party may send any Notification hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other notice in the manner herein set forth.

The parties shall address the Notices hereunder to the contact person of the other party to receive such notice at the address given in this contract:

On behalf of 御社名 (英語表記) : 御社の担当者名 (英語表記)

On behalf of Polimaster Ltd.: Mr. Dmitry Bury

15. Severability. If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

16. Counterparts. The Agreement may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement. Delivery

of a copy of this Agreement or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

17. Warranty of Authority. The individuals actually executing this Agreement personally represent and warrant that they have the necessary power and authority to execute this Agreement on behalf of the Party they represent and their signatures are sufficient to make this Agreement a binding and enforceable obligation of such Party.

IN WITNESS WHEREOF, the Parties have executed and delivered this Mutual Nondisclosure and Confidentiality Agreement by their duly authorized representatives as of the date first set forth above.

御社名 (英語表記)

Polimaster Ltd.

By: _____

By: _____

Name: _____

Name: Dmitry Bury

Title: _____

Title: Managing Director