



## Infodriver Inc.

Registration No. 155708288

<https://infodriver.capital> / [team@infodriver.io](mailto:team@infodriver.io)

Advanced Tower, 1st Floor, Panama City, Panama, 0801

# MEMORANDUM OF UNDERSTANDING

«\_\_» \_\_\_\_\_ 2021

**Infodriver Inc.**, a legal entity established and organized under the laws of Panama, with registration number 155708288, located at Advanced Tower, 1st Floor, Panama City, Panama, 0801, represented by Director Kirill Mishanin, acting on the basis of Memorandum, hereinafter referred to as "Infodriver Capital", and \_\_\_\_\_ registered according to the laws of \_\_\_\_\_, located at \_\_\_\_\_, represented by \_\_\_\_\_ acting on \_\_\_\_\_ hereinafter referred to as the "Partner" hereinafter mutually referred to as the "Parties", and each individually - the "Party", have signed this memorandum of understanding (hereinafter – «Agreement») to the following effect:

### DEFINITIONS

1. Product - asset management tools, the functionality of which is implemented using financial solutions of the "Infodriver Capital" for performing certain user tasks.
2. Party 1 - a company that promotes the use of the "Infodriver Capital" Products.
3. Party 2 - organizations that provide various services in the IT, Marketing or Finance field.
4. User - the company, the future buyer and / or user of the Asset management tools with the help and / or with the support of a Party 2.

### 1.PURPOSE AND SUBJECT OF THE AGREEMENT

1.1.For the purpose to support each other in popularization of decentralized finance solutions of Party 1 "Infodriver Capital" and future implementations by the Parties of such products to the Users, the Parties agreed to provide to each other informational and partner support on the questions of future use of the Products, built by "Infodriver Capital" and business use of it, namely:

1.1.1. Providing information on the areas of use of decentralized finance solutions in business;

1.1.2. Exchange of presentation materials, analytical materials, architectural solutions in the field of use of the "Infodriver Capital";

1.1.3. Learning the decentralized finance solutions and "Infodriver Capital" products .

1.2. The volume of information support is agreed by the Parties in the process of communication of responsible employees and is not binding under this Agreement.

1.3. Parties shall provide mutual information support and share collected information quarterly via email and other communication methods agreed by the Parties.

1.4. The use of decentralized finance solutions, the rights and obligations of the parties and further ways of cooperation will be determined by an agreement for the provision of services between the Parties, which the Parties are ready to conclude in the future.

1.5. Implementation of the Product to Users is not specified in this Agreement. The process and conditions for the implementation of the Product for Users will be agreed upon by the parties in another contract that the Parties may conclude in the future. The conclusion of such another contract is not binding on the Parties. The parties are free to decide whether or not to enter into contracts in the future.

1.6. Under this Agreement, the Parties do not receive any intellectual property rights of each other (trademark, invention, etc.).

## **2. CONFIDENTIALITY**

2.1. The Parties undertake not to disclose confidential information, which became known as a result of their mutual cooperation from the moment of signing this Agreement, as well as within 3 (three) years after its termination. Such information may include information on the structure of production, on the balance sheet, the state of bank accounts, the turnover of funds, the level of income and debt obligations of the enterprise, methods of studying the market and sales of the enterprise, customers, customers, consumers, customers and partners of the enterprise, and also about its competitors, which are not contained in open sources, about the methods of calculation, the structure and level of prices for the company's decentralized finance solutions, about the goals, objectives and results of the scientific research of the enterprise, about specifications of the developed and used technologies. A special part of confidential information consists of information about inventions and their improvements, formulas, special methods and methods for solving specific problems, technologies, programs used in the "Infodriver Capital" (including object and source codes), documentation, ideas and methods of their implementation, design solutions, any data in electronic form, including the database of information systems to which the recipient of confidential information will have access in the framework of a partnership with the Party, disclosing confidential information.

2.2. The following information may not be considered confidential information:

- which, prior to the conclusion of this Agreement, were publicly announced;
- which became publicly available during the term of this Agreement, but without the fault of the respective party;
- that was received by a Party as a result of its own research without using information received from the other Party.

Such information, however, is considered confidential information from the moment the disclosing Party provides the recipient with a notice of the confidential nature of such information.

2.3. All information received by the Parties as a result of cooperation may be used exclusively in accordance with its intended purpose.

2.4. At the end of the cooperation, the Parties undertake to return all information received from the other Party in the course of the execution of this Agreement on tangible media, as well as a copy thereof at the first request of any Party or immediately after the termination of this Agreement.

2.5. The receiving party is not entitled to transfer the received confidential information to third parties without the written consent of the Party transmitting this information. In the event of early termination of this Agreement, the conditions for non-disclosure of confidential information remain in force.

**3. TERM AND TERMINATION**

3.1. This Agreement shall enter into force upon signature by the Parties and is valid for 1 year. The contract is considered to be renewed each time for the same period and under the same conditions, if neither Party provides a written notice of its termination.

3.2. This Agreement may be terminated unilaterally out of court by any Party at any time upon written notice to the other Party no later than 5 (Five) calendar days before the expected termination date. In the event of termination of this Agreement, each of the Parties undertakes within 10 days to remove all information about the current existing mutual partnership, previously hosted by such Party.

**4. MISCELLANEOUS**

4.1. The Parties agree to place the information about mutual cooperation and partnership on various resources, including the websites of the Parties.

4.2. The Parties undertake, upon the written request of the other Party, to remove the above information within 3 days of the receipt of the request for such removal.

4.3. The Parties agreed that this Agreement does not create material benefits and obligations for any of the Parties.

4.4. This Agreement is governed and interpreted solely in accordance with the laws of Panama.

4.5. All the changes to this Agreement are valid only if they are made in writing and signed by both Parties

4.6. All notifications, requests and other messages provided under this Agreement are deemed received by the other Party only if these messages are sent to the email:

Side 1: team@infodriver.io

Side 2: \_\_\_\_\_

4.7. None of the Parties has the right to transfer rights and obligations under this Agreement to third parties without the written consent of the other Party.

**SIGNED** by the PARTY 1

**SIGNED** by PARTY 2

..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature