

was not known by the Receiving Party to be bound by a confidentiality obligation to the Disclosing Party or any other party with respect to such information.

3. In the event that the Receiving Party or any of its Representatives receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil investigative demand or similar process, (i) the Receiving Party agrees to promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request and (ii) if the Receiving Party or its applicable Representative is in the opinion of its counsel compelled to disclose all or a portion of the Evaluation Material, the Receiving Party or its applicable Representative may disclose that Evaluation Material that is counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Evaluation Material that is being so disclosed.

4. Unless otherwise required by law, or unless otherwise provided in a final definitive agreement regarding the Transaction when, as and if executed, both parties and their respective Representatives will not, without the prior written consent of the other party, disclose to any person (other than the Representatives of the parties hereto who need to know such information for the purpose of evaluating the Transaction and who agree to treat such information in accordance with the terms of this Agreement) any of the terms or conditions of the Transaction.

5. Nothing in the Agreement shall divest the Disclosing Party of any of its right, title or interest in and to any Evaluation Material. Within five (5) days after being so requested by the Disclosing Party, the Receiving Party and its Representative shall destroy or return all Evaluation Material furnished to the Receiving Party and/or any of its Representatives by the Disclosing Party. Except to the extent a party is advised by counsel that such destruction is prohibited by law, the Receiving Party and its Representatives will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by the Receiving Party and/or its Representatives based upon, containing or otherwise reflecting any Evaluation Material. At the request of the Disclosing Party made at the time of its request for the destruction of Evaluation Material, any destruction of materials shall be certified to the Disclosing Party in writing by an authorized officer of the Receiving Party supervising such destruction.

6. The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its Representatives are making any representation or warranty as to the accuracy or completeness of any of the information furnished hereunder to the Receiving Party or any of its Representatives and each of the Receiving Party and the Disclosing Party further acknowledges and agrees that no party has any obligation to the other party or an of its Representatives to authorize or purse with the other party the Transaction. Each of the Receiving Party and the Disclosing Party may at any time terminate any discussions or negotiations regarding the Transaction that may be taking place, and only those terms and conditions of the Transaction, if any, which are made in a final definitive agreement, when, as and if executed, will have any legal effect.

7. Both parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the Receiving Party or any of its Representatives, and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

8. Both parties acknowledge that they are aware, and will advise each of their respective Representatives who is informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit persons who are in possession of material, nonpublic information concerning a company, which may include the matters which are the subject of this Agreement, from purchasing or selling securities of such company and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase and sell such securities, and each party agrees to comply fully with such laws.

9. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of **Florida** applicable to agreements made and the fully performed therein (excluding the conflicts of the laws rules).

10. If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term of provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

11. To the extent that any Evaluation Material may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party hereto understands and agrees that both parties hereto and their respective Representatives have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of both parties hereto that the sharing of such Evaluation Material is not intended to, and shall not, waive or diminish in any way the confidentiality of such Evaluation Material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material provided by either party hereto that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under those privileges, this Agreement, and under the joint defense doctrine.

12. The terms of this Agreement shall not be construed to limit either the Disclosing Party's or the Receiving Party's, or any of their Representatives' right to independently develop or acquire products without use of the other party's Evaluation Material. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Disclosing Party's Evaluation Material, provided that the Receiving Party shall not disclose the Evaluation Material except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons

who have had access to the Evaluation Material, including ideas, concepts, know-ho or techniques contained therein. Neither the Receiving Party nor any of its Representatives shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.

13. Neither party hereto shall assign in whole or in part its rights or obligations under this Agreement without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of each of the party's successors and permitted assigns.

14. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

15. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, and all such counterparts taken together shall constitute one and the same agreement.

16. The term of this Agreement shall be one(1) year from the date hereof.

IN WITNESS WHEREOF, this Agreement had been duly executed on the date first written above.

Imperia, LLC

By: _____
Name: Pavel Redko
Title: President

Other Parties Name

By: _____
Name:
Title: