NON-Disclosure Agreement

BETWEEN

"DHO" s.r.o.

Borivojova 878/35

130 00 Praha 3

Czech Republic

Company registered ID: 28446542

VAT number: CZ28446542

represented by David Hornak

(hereinafter ""DHO"")

and

2. [the Receiving Party], (the "SUPPLIER"),

1.

Purpose of Disclosure.

The purpose of this Agreement is a creation of cooperation:

1.1. When "DHO" announces potential subscribers to the device (also hereinafter "hardware") for locating vehicles, machines, etc. to "SUPPLIER". "SUPPLIER" can deliver the hardware for localization with no limitation to these subscribers. Hardware may also include software from the manufacturer for device setup. The same conditions apply to any legal successor of the subscriber. "SUPPLIER" can supply Teletonika brand hardware for monitoring vehicles, machines etc. to the subscribers.

1.2.In exchange for the given names of potential subscribers ( hereinafter SUBSCRIBER and "SUBSCRIBERS") the "SUPPLIER" shall not supply directly or indirectly through third parties any software solutions for localization of vehicles, machines, persons or other devices to these subscribers or their legal successors.

Without any written permission from "DHO", they also shall not provide any other software solution, in particular, ERP (System for Enterprise Resource Planning), CRM (Customer Customer Relationship Management), Company Organizer, Task Scheduler, etc.

“"SUPPLIER"” can only supply devices of TELTONIKA brand for monitoring vehicles, machines etc.

2.

Confidential Information Defined

.

2.1. “Confidential Information” shall mean and include the names of potential subscribers and their employees provided by "DHO", this information is automatically taken as "Confidential,".

2.2. Hereinafter all information disclosed in any form or medium (e.g., written, verbal, electronic, visual) which has been identified by "DHO" as “Confidential,” “Proprietary” or other appropriate legend indicating the confidential nature of the information or would reasonably be understood to be confidential.

Confidential Information includes, but is not limited to, information regarding customers and prospective customers, and other materials relating to "DHO", whether constituting a trade secret, proprietary information or otherwise, which has value to "SUPPLIER".

3.

Non-Confidential Information

3.1. subscribers, whom they sold hardware or software for localization of vehicles, machines etc. within last 12 months before the conclusion of this agreement.

3.2.subscribers, whom they sold software solution such as CRM or ERP or other corporate software within last 12 months before the conclusion of this agreement.

3.3. information which is in the public domain at the time of the receipt under this Agreement, however, it does not apply to the situation that the name of the subscribers is traceable.

4. Disclosure Period and Termination.

This Agreement is closed without expiration.

5. Duty to Protect.

"SUPPLIER" shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the "SUPPLIER" uses to protect its own Confidential Information of a similar nature. "SUPPLIER" shall limit access to all Confidential Information to its employees who shall reasonably require access to the Confidential Information for the purpose set forth above, shall ensure that all such employees have signed a nondisclosure agreement in content substantially similar to this Agreement, shall use the Confidential Information solely in connection with the Purpose, and shall use due diligence to ensure that all such persons comply with the provisions of this Agreement. The recipient shall be liable for any breach of this Agreement by its employees or representatives.

6. Court Orders.

Nothing contained in this Agreement shall restrict "SUPPLIER"S from disclosing Confidential Information that is required to be disclosed under any subpoena or court order.

7. No Further Rights or Duties Implied.

"DHO" does not warrant that the Confidential Information it discloses, either by itself or when combined with other information or when used in a particular manner, will be sufficient or suitable for the "SUPPLIER" purposes. The Confidential Information is provided “AS IS” with all faults. "DHO" shall not be liable for the accuracy or completeness of the Confidential Information. "DHO" and SUBSCRIBER have no obligation under this Agreement to purchase any item or service from the "SUPPLIER".

8. Return of Confidential Information.

Within ten (10) days after any written request by "DHO", the Recipient shall promptly return all copies of the Confidential Information except copies required for backup, disaster recovery, or business continuity and in such case, the obligations hereunder shall survive until such copies are destroyed.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to its conflicts of law principles. The parties agree that the Czech state courts shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Agreement. The parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to the venue, personal jurisdiction, an inconvenience of a forum, and any similar or related doctrine.

10. Remedies.

Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect "DHO" and "DHO"’s business, and expressly agrees that monetary damages will be inadequate to compensate "DHO" for any breach by either party of any covenants and agreements set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to "DHO" and that, in addition to any other remedies that may be available, in law, in equity or otherwise, "DHO" will be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond.

11. Sanctions

11.1. Violation of point 1.2. on the part of the "SUPPLIER" establishes:

a) an obligation on the "SUPPLIER" to pay "DHO" a contractual fine of EUR 50,000 (fifty thousand euros) for each individual infringement case; and

b) the simultaneous obligation of the "SUPPLIER" who has breached the obligation to compensate for the damage caused by the breach of the obligation against the "DHO", even in excess of the agreed contractual penalty, and

c) the simultaneous obligation of the "SUPPLIER" to remedy the breach of clause 1.2 so that the "DHO" delivers its software solution.

d) the simultaneous obligation of the "SUPPLIER" to issue unjust enrichment which they have obtained in breach of the given obligation

12. Entire Agreement.

This document contains the complete and exclusive Agreement between the parties, and it is intended to be the final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the warranties, representations and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be of any force unless in writing executed by all parties hereto.

13. Notices.

13.1. Wherever one party is required or permitted or required to give a written notice to the other under this Agreement, such notice will be given by hand, by post, return receipt requested, and addressed to the appropriate officer of such party at the address set forth in the preamble. All such notices shall be effective upon receipt. Either party may designate a different notice address from time to time upon giving five (5) days’ prior written notice thereof to the other party.

13.2.

The names and contacts of the "SUBSCRIBERS" will be sent by "DHO" by e-mail from their business emails at info@logbookie.eu or dho@logbookie.eu to the e-mail address of the "SUPPLIER" ...............

"DHO" shall announce potential "SUBSCRIBERS" after closing this agreement by signing it.

14. Assignment.

Neither this Agreement nor any rights or obligations hereunder shall be transferred or assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

-

Disclosure Agreement

This Nondisclosure Agreement (“Agreement”) is made and entered into as of

\_\_\_\_th of \_\_\_\_\_\_\_\_\_\_ 20\_\_

(“Effective Date”)