**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made as of «……» «…….», 2025 by and between **“Ucom” Closed Joint-Stock Company** (Legal address: Davit Anhaght Street, building 8/4, Yerevan 0069, Republic of Armenia), duly represented by General Director Ralph Yirikian, who acts in accordance with the company Charter (“**UCOM**”), and **……………..**, a company duly established and operating under the legislation of the ………………… with its registered address …………………….. (“**Company**”).

**1. Purpose.** UCOM and Company wish to explore a possible business opportunity of mutual interest on **Contact Center System Upgrade or SWAP** (the “**Potential Relationship**”) in connection with which each Party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the Parties to continue to discuss and evaluate the Potential Relationship while protecting each party’s Confidential Information, including Confidential Information previously disclosed to the other party) against unauthorized use or disclosure.

**2. Definition of Confidential Information.** “Confidential Information” means any oral (confidential information provided orally shall be confirmed by the disclosing Party in writing within 5 working days from the date of oral disclosure of confidential information), written, graphic or machine-readable information that is proprietary or confidential in nature, including, but not limited to, that which relates to **products or services, product plans, inventions, processes, intellectual property, know-how or trade secrets, markets, business plans, customers, suppliers, agreements with third parties, marketing or financial information of the disclosing party**, which Confidential Information is designated in writing to be confidential or proprietary at the time of disclosure or is of such a nature or is disclosed in such circumstances that it would reasonably be considered to be confidential or proprietary.

**3. Nondisclosure of Confidential Information**

(a) UCOM and Company each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Potential Relationship. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties (including its subsidiaries and affiliated companies) or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Potential Relationship. Each party has had its directors, officers, employees, consultants and agents who have access to Confidential Information of the other party sign a nondisclosure agreement in content substantially similar to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party’s attention.

(b) Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;

(ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing party;

(iv) was developed independently by the receiving party without use of any Confidential Information; or

(v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall, to the extent practicable, provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

**4. Return of Materials.** Any materials or documents that have been furnished by one party to the other in connection with the Potential Relationship shall be promptly returned by the receiving party upon written request of the disclosing party.

**5. No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Potential Relationship.

**6. Term.** This Agreement shall enter into force from the date of its signature by both Parties (Effective Date) and shall remain valid for five (5) years from the Effective Date, unless terminated earlier by either Party at any time on a thirty (30) days’ prior written notice to the other Party. The foregoing commitments of each Party shall survive any termination of the Potential Relationship between the Parties, and shall continue for a period of five (5) years from the date of termination or expiration of this Agreement.

**6.1 Effect of Termination**. Upon termination of this Agreement or upon the written request of Disclosing Party at any time, Receiving Party shall promptly cease using the Confidential Information and return or destroy all Confidential Information received hereunder and certify in writing such return or destruction to Disclosing Party. Notwithstanding the foregoing, one copy may be retained by the Receiving Party for archival purposes, but only to the extent and for so long as such archival copy is necessary to comply with legal or regulatory requirements. Any such archival copy retained by Receiving Party shall continue to be treated as Confidential Information subject to the restrictions of this Agreement.

**7. Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**8. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

**9. Independent Contractors.** UCOM and Company are independent contractors, and nothing contained in this Agreement shall be construed to constitute UCOM and Company as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

**10. Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Armenia, without giving effect to principles of conflicts of law that would apply the laws of any other jurisdiction.

Any and all disputes arising in connection with or out of the performance, non-performance or interpretation of this Agreement, which the Parties cannot settle amicably shall be finally settled by Arbitration Rules of the Arbitration and Mediation center of Armenia by one arbitrator appointed in accordance with the said Rules.

The seat of arbitration shall be Yerevan, Armenia.

The language to be used in the arbitral proceedings shall be English.

The arbitration proceedings shall be confidential.

The award shall be final and binding on the Parties. The Parties shall bear their respective costs of the arbitration unless the arbitral tribunal directs otherwise.

**11. Liability.** The recipient shall notify the other party immediately upon discovery of any unauthorized use or disclosure of Confidential Information in breach of this Agreement, and shall cooperate with this party in every reasonable way to help regain possession of Confidential Information and prevent its further unauthorized use. In case of unauthorized disclosure of the Confidential Information by the recipient, the latter shall reimburse actual losses, incurred by the other party.

Notwithstanding anything to the contrary under this Agreement, neither Party shall have any liability to the other Party for any indirect losses (including but not limited to loss of profit, loss of revenue, loss of business, loss of reputation) of any kind whatsoever.

**12. Remedies.** UCOM and Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. UCOM and Company each expressly agree that due to the unique nature of the disclosing party’s Confidential Information, monetary damages will not be adequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, UCOM and Company each agree and acknowledge that any such violation or threatened violation will cause irreparable damage to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

**13. Amendment.** The terms of this Agreement may not be amended unless mutually agreed by both parties in writing.

**14. Counterparts.** This Agreement may be executed in two or more counterparts, in English language, each of which shall be deemed an original and all of which together shall constitute one instrument.

**15. Entire Agreement.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

**16. No Publicity.** Neither UCOM nor Company shall, without the prior consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between UCOM and Company, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

**17. No Modification.** UCOM and Company each agree that it shall not modify, reverse engineer, decompile, create other works from software contained in the Confidential Information of the other party unless permitted in writing by the disclosing party.

**18. Signature**. Signing of this Agreement is allowed by facsimile reproduction of the signature via mechanical or other copying means or other analogue of a handwritten signature or via electronic digital signature and/or electronic signature via DocuSign. A facsimile copy of this Agreement, will also be deemed an original.

Signed facsimile and scanned copies of this Agreement sent by email to the email addresses of the contact persons of the Parties shall legally bind the Parties to the same extent as the original documents.

The parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

**19. Legal Addresses and Bank Details of the Parties**

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| **“Ucom” CJSC**  Address: Davit Anhaght Str., building 8/4,  Yerevan 0069, Republic of Armenia  Taxpayer identification number: 00024873  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Ralph Yirikian  Title: General Director | **………………………………**  Address:  Taxpayer identification number:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |