

Non-disclosure Agreement VoteStream

The present NDA is concluded between Participant, Disclosing Party and Provider by accepting the terms and conditions for the functioning of the Platform, on the date the Participant accesses his/her account from the Platform, in the following conditions.

1. Definitions:

- 1.1. Capitalized terms used in this Agreement shall have the same meaning as assigned to them in the present Agreement, or whether the context requires a different interpretation:

Term	Meaning
Approved Purpose	As used in this Agreement, Approved Purpose includes: <ol style="list-style-type: none">1. The conduct of the Event in accordance with the applicable legal provisions;2. Voting on the points presented in the calling notice and the Event's agenda in accordance with the applicable legal provisions in force;
Confidential Information	means all information disclosed by the Disclosing Party via the Platform during the Event as well as any other information uploaded in the Private Virtual Space as well as any other information that is identified as being of a confidential or proprietary nature by the Disclosing Party;
Disclosing Party	means the beneficiary, that contracted VoteStream's Services for organising and conducting the Event;
Event:	means the meeting /event called by the Disclosing Party for voting on various matters;
Event Managers:	means those Participants, specially designated by the Beneficiary, who in their capacity as Event Managers have the competence to establish the way of organizing the Event, the date and time, and will take care of the smooth running of the Event, having additional attributions to the Participant, including the authority to instruct the Provider in relation to the Services and the Participants in respect of the voting procedure;
Participant:	The individual authorized by the Beneficiary to use the Services, attend the Event and who received Participant identifications and passwords for the Services;
Platform:	The group of software programs that forms the VoteStream application for voting management and which is the exclusive property of the Provider;
Participant	the Participant, Event Manager and any other person who was granted with access to the Platform.
Private Virtual Space:	The cloud space allocated to the Beneficiary in the VoteStream platform, specially designed for the secure storage and sharing of confidential information related to the Event.
Provider	means the operator of the Platform, respectively, Workstream SRL , a Romanian limited liability company, incorporated and operating under Romanian laws, headquartered in Bucharest, 33 Aviatorilor Boulevard, Building A, 4th floor, Office 2, District 1, registered with Bucharest Trade Register under no. J40/12948/2017, sole registration

	number (CIF) 37986682, dully represented by Năsulea Diana, in her capacity as Director,
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2. Disclosure Background

- 2.1. The Disclosing Party wishes to disclose the Confidential Information to the Participant for use by the Participant solely for the Approved Purpose.
- 2.2. The Participant has agreed to maintain the confidentiality of the Confidential Information on the terms of this Agreement.
- 2.3. The Confidential Information is confidential to the Disclosing Party and is of commercial value and significance to the Disclosing Party.

3. Provision of Information

- 3.1. The Disclosing Party will provide Information to the Participant for the Approved Purpose.
- 3.2. The Participant acknowledges that the Confidential Information is:
 - a) confidential;
 - b) the property of the Disclosing Party;
 - c) of significant commercial value to the Disclosing Party or other third parties; and
 - d) provided on the terms of this Agreement and on the basis that the Confidential Information may not be relied on by the Participant for any purpose whatsoever.
- 3.3. The Participant acknowledges and agrees that no Disclosing Party makes or gives any representation, assurance or warranty, express or implied, that the information or any part of the information is or will be complete or accurate or that it has been or will be audited or independently verified or that reasonable care has been or will be taken in compiling, preparing or verifying it, and releases both Disclosing Party and Provider, to the maximum extent permitted by law, from and against all claims, actions, damages, remedies and matters howsoever arising from or which may arise from or in connection with the provision of, or any purported reliance on, the Information.

4. Duty to Preserve Confidentiality

- 4.1. The Participant will keep confidential all Confidential Information and safeguard it against misuse or unauthorized copying.
- 4.2. Without limiting the generality of the foregoing, the Participant will not disclose to any third party any Confidential Information or any information about the Event, without the Disclosing Parties' prior written consent.
- 4.3. The Participant must not, use or reproduce the Confidential Information for any purposes other than the Approved Purpose.

5. Permitted Disclosure

- 5.1. The Participant may disclose Confidential Information:
 - a) if, and to the extent that, the information is or becomes generally available to the public (other than as a result of prior unauthorized disclosure);
 - b) if, and to the extent that, the information is or was developed independently by the Participant without use of Confidential Information and without breach of this Agreement;
 - c) with the prior written consent of the Disclosing Party.

6. Mandatory Disclosure

- 6.1. If the Participant is legally compelled to disclose any Confidential Information by applicable law, regulation or by any final court decision, governmental agency or regulatory authority or by subpoena in pending litigation related to this Agreement, he shall reveal the respective Confidential Information only according to the provisions of art. 6.2, 6.3 and 6.4.

- 6.2. In the event that the Participant is legally compelled to disclose any Confidential Information, to the extent permitted by law, the Participant will give prompt written notice of that fact to the Disclosing Parties, prior to disclosure, so that the Disclosing Parties may seek an appropriate remedy to prevent or limit such disclosure, and the Participant will cooperate fully reasonably with the Disclosing Parties in seeking any such remedy.
- 6.3. In order to support the Revealing Party, in accordance to art. 6.2., Participant will assist or permit the Disclosing Party to:
- oppose or restrict disclosure (to the extent permitted by law); or
 - to the extent practicable, make disclosure on terms which will preserve the confidentiality of the Confidential Information.

7. Breach

7.1. The Participant must:

- a) notify the Disclosing Party immediately if it becomes aware of a suspected or actual breach of this Agreement; and
- b) take all reasonable steps, at its own expense, required to prevent or stop any suspected or actual breach.

7.2. Acknowledgement and Remedies

- (a) The Recipient acknowledges that the Disclosing Party may suffer a commercial disadvantage, loss or damage if the Recipient and each Recipient Person does not comply with the Recipient's obligations of confidentiality under this Agreement.
- (b) Without prejudice to any other rights or remedies which the Disclosing Party may have, the Recipient is fully aware that damages may not be an adequate remedy for any breach by the Recipient of the covenants, undertakings and other provisions contained in this Agreement.
- (c) The Recipient acknowledges that each Disclosing Party may be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Recipient and no proof of special damages shall be necessary for the enforcement by the relevant Disclosing Party of the rights it benefits from under this Agreement.

7.3. Injunction

Without limiting clause 7.2 above, the Recipient acknowledges and agrees for itself and on behalf of each Recipient Person that:

- (a) monetary damages alone would not be adequate compensation the Disclosing Party for a breach by the Recipient of this Agreement; and
- (b) the Disclosing Party may seek an injunction from a court of competent jurisdiction if:
 - (i) the Recipient fails to comply or threatens not to comply with this Agreement; or
 - (ii) any Disclosing Party has a reasonable basis to believe that the Recipient may not comply with this Agreement.

7.4. Delay and Remedies Cumulative

- (c) The rights, powers and remedies provided to the Disclosing Party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law.
- (d) A failure to exercise or a delay in exercising a right or remedy provided by this Agreement does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- (e) No single or partial exercise of a right or remedy provided by this Agreement or by law by any of the Disclosing Parties prevents further exercise of the right or remedy or the exercise of another right or remedy.

8. Return and Destruction of Confidential Information

- 8.1. If so, requested by the Disclosing Party at any time by notice in writing to the Recipient, the Participant and for the information in the Platform, the Provider shall promptly:
 - a) destroy or return to the Disclosing Party (to the extent possible) all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information;
 - b) erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
 - c) to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties.

9. Termination of Participant Obligations

- 9.1. The obligations imposed by this Agreement expire on 3 years after the date the Event was held.
- 9.2. According to clause 9.1., the obligations of the Participant under this Agreement shall survive the termination of this Agreement and the cessation, termination or completion, as the case may be.

10. Governing Law and Jurisdiction

- 10.1. This Agreement is governed by and construed in accordance with the laws in force in Romania.
 - 1.1 All disputes arising under or related to this agreement shall be exclusively submitted to arbitration for final resolution by the Bucharest International Arbitration Court in accordance with its Rules of Arbitration (the "Rules") and the following points:
 - (a) The arbitral tribunal shall consist of three arbitrators, one appointed by each party and one appointed by Bucharest International Arbitration Court.
 - (b) The seat of arbitration shall be Bucharest, Romania.
 - (c) The language of arbitration shall be the language chosen by the parties.
 - (d) The dispute shall be governed by the substantive law of Romania.
- 10.2. Each Party further waives any objection to the laying of venue for any potential suit, action or judicial proceedings in such courts.

11. Announcements

- 11.1. The Participant may not make any public announcement relating to any matter associated with the Approved Purpose unless the Disclosing Party has consented to the announcement, including to the form and content of that disclosure.

12. No merger

- 12.1. The obligations of the Participant under this agreement shall survive termination, cessation or completion, as the case may be, of the Approved Purpose.

BY CLICKING “ACCEPT” AND/OR ACCESSING OR USING ANY THE SERVICES OF THE VOTING PLATFORM, YOU CONFIRM THAT YOU HAVE READ AND THAT YOU ACCEPT TO ENTER INTO THIS CONFIDENTIALITY AGREEMENT.