

Parque Empresarial de Torres Vedras
Rua Diogo Cão, Paúl
2360-383 TORRES VEDRAS
PORTUGAL

22-02-2018

To Whom it May Concern,

NORAS PERFORMANCE, the owner and producer of the revolutionary lifesaver U-SAFE buoy authorises INTERNATIONAL ARMOUR CO to present U SAFE product to who it finds relevant in the territory of Cyprus for the next three months.

Many Thanks,



General Manager

Eduardo Neto Filipe

CONFIDENTIALITY AGREEMENT

Non-disclosure agreement

No 220218

Entered into freely and in good faith by and between :

Noras Performance – Comercio Investigação e Desenvolvimento Unipessoal Lda, sito em Parque Empresarial de Torres Vedras -Rua Diogo Cão, Paúl - 2560 – 383 Torres Vedras | PORTUGAL. “ **First Party**”

And

DIMITRIOS ZAFEIRAKIS COMPANY (Trading mark INTERNATIONAL ARMOUR), registered in Athens Greece with VAT# 043083741, at 125 Menelaou street, 17676 Athens, represented by Dimitrios Zafeirakis in his capacity as Director with powers to make this Agreement (hereinafter the “**Second Party**”),

WHEREAS:

- (i) The **First Party** will disclose to the **Second Party** confidential information and confidential documents prepared by the **First Party** exclusively for the purpose of assessing the **Second Party's** interest in lifesaving buoy U-Safe project for future commercial agreements with the **First Party**;
- (ii) The **First Party's** will supply detailed information on prospective projects and business deals requires and the **Second Party** accepts in good faith the commitment to keep that information strictly confidential;

Now, then, in view of the above, the **Parties** hereby freely agree and accept this Confidentiality Agreement, in good faith and in the following terms and under the following conditions:

Clause 1

(Object)

1 – Under this Agreement, the **Second Party** warrants and represents to the **First Party** that it will keep confidential all information received, whether verbally or in writing, in connection with the assessment of the **Second Party's** interest in the development of comercial agreements with the **First Party**.



2 – The **Party's** also warrants and represents that it will not use any information made available in any way or at any time whatsoever and will not disclose that information to any third party or parties other than its employees and executives on a need to know basis and ensure that any persons to whom such information is disclosed accept and undertake the duty of confidentiality and take all measures to comply with and fulfil that commitment.

3 – The **Party's** further warrants and represents that it will not acquire, whether directly or indirectly, any rights, title or interest deriving from its possession or use of the information provided.

Clause 2

(Confidential Information)

1 – For the purpose of this Agreement, Confidential Information means all and any information supplied or provided by the **First Party** to the **Second Party** or its associates, irrespective of the form and means of communication used, namely any information relating to the identification, description, value of and liens or encumbrances on the **First Party's** projects, as well as any information relating to the **First Party's** working methods and techniques, logistics, know-how, programs, equipment, IT solutions, systems configuration and performance and to the **First Party's** financial, economic, accounting and tax position and its sales and actual or prospective business and current or prospective marketing and commercial strategies.

2 – Except if caused by a breach or non-fulfilment of this Agreement, any information that is or has become public knowledge or information that may be disclosed to any third party or parties under a written agreement to that effect by both Parties hereto shall not be deemed Confidential Information.

Clause 3

(Information)

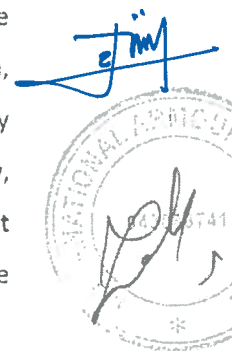
The **Second Party** undertakes to submit all information requested by the **First Party** in order to check compliance with this Agreement.

Clause 4

(Duration; return of documents)

1 – This Agreement shall become effective on the date of its signature by both Parties hereto.

2 – Without prejudice to the duty of confidentiality of any information already supplied or provided, this Agreement shall be valid and in force for a period of 1 (one) year renewable for equal periods unless it is terminated in writing by any Party by notice given one month prior to the end of the period of life of the Agreement then in force.



3 – The **Second Party** undertakes to return to the **First Party** or to destroy without delay upon request all documents delivered to it by the **First Party**, including all and any copies kept by the **Second Party** in any form (paper, electronic, etc.).

4 - The **Party's** undertakes that all information supplied by the **Party's** pertaining to its existing client purchasers etc will not be traded with other parties for the purchase of acquiring business or furthering business without the consent of the **other Party**.

Clause 5

(Good faith)

The Parties warrant and represent that they shall at all times act in good faith, in keeping with good professional standards and in a spirit of cooperation.

Clause 6

(Entire Agreement and amendments)

1 – This Agreement supersedes any prior agreements or understandings between the Parties, whether verbally or in writing, on any matters covered herein.

2 – Any amendments to or the construance of the provisions of this Agreement shall only be valid if made in writing.

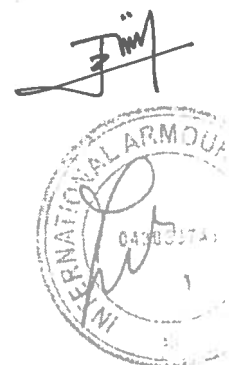
Clause 7

(Settlement of Disputes)

1 – The Parties undertake to seek an adequate and fair settlement of any disputes arising out of this Agreement, in particular any disputes concerning its interpretation, validity, effectiveness or implementation or any need to detail, complete or update its contents.

2 – If a settlement as provided in the foregoing number is not reached within 30 days of the dispute, then any Party may notify the other party of the bringing of judicial proceedings.

3 – The Parties agree that the Court of Law with jurisdiction to settle any disputes arising out of this Agreement shall be *Tribunal Judicial da Comarca de Lisboa* (The Judicial Court of Law of the Circuit of Lisbon).



Both Parties signed this Agreement in Torres Vedras on the 2017, December 15, in two originals.



For the **First Party**



For the **Second Party**

Dimitrios Zafeirakis

Director

Athens 22/02/2018

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