

Mutual Confidentiality and Non-Disclosure Undertaking Letter

This Mutual Non-Disclosure Undertaking Letter is entered into as of _____, 2023, by and between **Veleka USA LLC** a company organized under the laws of the State of New York, registration# 820886199 with its offices at 70 Sunrise Highway suite 500, Valley Stream NY 11581, and _____, a company organized under the laws of the State of _____, registration# _____, with its offices at _____.

The Parties wish to discuss a possible business cooperation and relationship with each other regarding in the field of international air forwarding of perishable goods and for this purpose to conduct negotiations and examination and maybe enter into an agreement or other way of cooperation ("**Purpose**"), and in connection with the same each of the Parties has been, and/or will be, provided with, and/or has access to certain confidential, proprietary, commercial and financial information of the other party. With respect to any and all information disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), the parties wish to ensure due protection of such information. Therefore, the parties hereby agree as follows:

Whereas it is agreed that for the purposes of this Undertaking Letter "**Information**" shall mean and include trade secrets and commercial information and all information disclosed by the Disclosing Party to the Receiving Party, regardless of whether such information was or is disclosed in oral, visual or in written form, including, without limitation, all contacts, routes, prices, methods, specifications, and any and all data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data and information (in whatever form), as well as improvements, and any know-how related thereto, relating to the Disclosing Party and information learned by the Receiving Party from the Disclosing Party through inspection of the Disclosing Party's property, that relates to the Disclosing Party's services, business plans, business opportunities, methods, contacts, finances, research, development, know-how, personnel, or third-party confidential information disclosed to the Receiving Party by the Disclosing Party.

NOW, Therefore the Receiving party hereto agrees, declares and undertakes as follows:

1. The Receiving party agrees that any Information (as hereinafter defined), provided by the Disclosing Party or its employees, its subcontractors, its legal counselors, its accountants or financial counselors or any associated personnel, to the Receiving party, including any of its employees, sub-contractors, legal counselors, accountants or financial counselors or other associated personnel (all of which are agreed to be included in any reference to "Receiving party"), or otherwise made available by the Disclosing Party to the Receiving party, shall be subject to the terms of this Undertaking Letter.
2. The Receiving party shall retain the Information of the Disclosing Party in the strictest confidence and shall use the Information of the Disclosing Party solely to the extent necessary for the purposes and undertakes not to use the Information for any other purpose whatsoever.
3. The Receiving Party will not disclose or publish, the Information to a third party other than to its employees, who have a need to know and who are equally bound by written confidentiality obligation which is at least as restrictive as the terms herein and ensure

that such Receiving Party's employees fully perform the duties and obligations hereunder.

4. The Receiving party shall at all times take the necessary precautions to keep the Information confidential, and to prevent any unauthorized use, disclosure, or publication of the Information to any third party. such precautions shall in no event be less than those the Receiving party utilizes to protect its own proprietary information and highly confidential trade secrets. Further, the Receiving Party agrees that it shall not make any copies of the Information on any type of media, without the prior express written permission of the authorized representative of the Disclosing Party, other than for the fulfillment of the Purpose. The obligations in this section shall survive for unlimited period of time and world wide.
5. The Information disclosed by the Disclosing Party is and shall always remain the exclusive property of the Disclosing Party, and the Receiving party shall have no right or license with respect to such Information.
6. This Undertaking Letter shall remain in full force and effect, whether or not the Disclosing Party shall at any time own or control the rights to the Information.
7. The Receiving party acknowledges that the Information provided by the Disclosing Party is highly valuable and sensitive proprietary information and/or confidential trade secrets and that the Disclosing Party will sustain irreparable significant financial and business loss by any breach of the terms of this Undertaking Letter and that the Disclosing Party, in the event of a breach of this Undertaking Letter by the Receiving party, shall be entitled, without prejudice to all attendant remedies, to all injunctive or other court-ordered relief that may be available against a threatened or continuing breach.
8. This Undertaking Letter shall enter into effect as of the date hereinabove written and shall continue in full force and effect for a period of five (5) years. Notwithstanding the above, the articles of this Undertaking Letter concerning Confidentiality shall survive the termination of this Agreement

Upon the Disclosing Party's first written request, the Receiving party shall immediately: (a) return to the Disclosing Party all tangible embodiments of the Information; (b) destroy all other forms of Information not returned in accordance with the foregoing and guarantee to the Disclosing Party in writing the destruction of all such Information, including a list of the Information destroyed and the reasons why it was not possible to return such Information; (c) cease all use of any Information.

9. Notwithstanding the aforesaid ,the obligations of the Receiving party regarding the shall not apply to if Receiving Party can show documentary evidence that: (a) such information is in the public domain at the time of disclosure, or subsequently becomes part of the public domain, through no breach of Receiving Party of its obligations hereunder; (b) such information is received by Receiving Party from a third party exempt from confidentiality undertakings towards Disclosing Party; (c) such information was in its possession at the time of disclosure; or (d) Receiving Party is compelled by court or government action pursuant to applicable law to disclose such information, provided, however, that Receiving Party gives Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy, and further provided that in the event that such protective order or other remedy is not obtained, Receiving Party shall furnish only that portion of the Confidential Information which is

legally required, and shall exercise all efforts required to obtain confidential treatment for such information.

10. This Undertaking Letter shall not constitute, create, give effect to or otherwise imply a joint venture or partnership or representation or formal business organization of any kind. The transmission of Information hereunder does not constitute or otherwise imply an offer, acceptance of promise for any future contract or amendment to any existing contract between the Receiving party and the Disclosing Party.
11. This Undertaking Letter is the complete and exclusive declaration of each of the Parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any agreement between Parties. This Undertaking Letter may not be modified except by a written instrument signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the undersigned, hereto have caused this Undertaking Letter to enter into effect as of the date first hereinabove written.

Name:	<u>Velega USA LLC</u>	Name:	_____
Registration no#:	<u>820886199</u>	Registration no#:	_____
Registration place:	<u>New York State</u>	Registration place:	_____
By Mr./Mrs.:	_____	By Mr./Mrs.:	_____
Date:	_____	Date:	_____
Seal and Signature:	_____	Seal and Signature:	_____