

AGREEMENT
on non-disclosure of confidential information
and/or Trade Secrets

This Non-Disclosure Agreement and/or Trade Secrets (hereinafter referred to as Agreement) is a proposal of a natural person-entrepreneur Rodtsevych Taras, who acts on the basis of the Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and public formations (entry in the USR dated January 24, 2017, for № 2,415,000 0000 079046) (hereinafter - Page 1, Confidential, Confidential), enter into an agreement on the terms specified therein with any person who unconditionally accepted the Terms of Service posted on the website at <https://www.looksize.com/ua/> (hereinafter - the Terms), and meets the requirements set out in the Terms (hereinafter - you, Party 2, Confidential, Confidential).

This Agreement has the legal status of an offer under the terms of the accession agreement.

Before using the LookSize System, we ask that you carefully read this Agreement, in particular regarding the non-disclosure of confidential information and / or trade secrets that you receive from Party 1 and that Party 1 will receive from you in the course of your obligations, respectively. to the Terms, and express your full agreement with the terms of this Agreement, which occurs through further use of the Site, including your submission of data in the relevant sections of the Site of Party 1 and marking consent to this Agreement during registration on the Site of Party 1.

In case of disagreement with the terms of this Agreement, you must refrain from using the Site of Party 1 and leave it.

Definition of terms:

Acceptance - the response of Party 2 to accept the terms of this Agreement, by registering on the Site of Party 1. Acceptance means full unconditional and without any changes acceptance by Party 2 of the terms of this Agreement.

Website of Party 1 - open for free visual inspection by any person, publicly available website owned by Party 1, located on the Internet at <https://www.looksize.com/ua/>, together with all pages, subdomains and software, which provides information display and provision of Services available on the Site of Party 1, in accordance with the Terms

User - a natural person who views the information on the Site of Party 2 and/or Party 1, has entered his Settings and/or orders, and/or receives goods using the tools of the Site of Party 2 and/or Party 1.

User parameters - measurements of the User's body, age and gender.

Services - Services offered on the Site of Party 1, including the determination of the size of any type of clothing or footwear of any brand, entered in the database of brands of the LookSize Service, according to the entered User Parameters.

Fitting - determination by the LookSize Service and display of information on the product page of the Website of Party 2 about the size and compliance of the selected product with the User's Parameters. The displayed information is informative and does not force the user to do anything.

LookSize Service, Service - a system that determines the size of any type of clothing or footwear of any brand, according to the entered data of the User.

Party 1 (Confident, Confidential) - a natural person-entrepreneur Rodtsevych Taras, who acts on the basis of an Extract from the Unified State Register of Legal Entities, Persons Entrepreneurs and Public Associations (entry in the USR dated 24.01.2017 for № 2 415 000 0000 079046), which maintains the Site of Party 1, which owns the rights to the Site of Party 1, and which has the rights and obligations under this Agreement.

Party 2 (Confidential, Confident) - a legal entity, a natural person-entrepreneur who has passed the registration procedure on the Site of Party 1 and is the owner of the online store (Website of Party 2).

All other terms used in this Agreement shall be understood in the sense given in the Terms.

1. THE SUBJECT OF THE CONTRACT

1.1. Each Party shall, for the purpose specified in this Agreement, provide, as appropriate, to the other Party access to information constituting confidential information and / or trade secrets, the owner (right holder) of which is the relevant Party (Confident), the list of which is determined by this Agreement, and the other Party (Confidential) obtains such access and accesses, as necessary, such information and undertakes to keep confidential information and / or trade secrets received by it confidentially during the term of this Agreement, not to use it in its own interests directly or indirectly, not to use in their own business activities or in cooperation with third parties, and not to disclose them to any third parties, except as provided by applicable law of Ukraine.

1.2. Information/data/information constituting confidential information under this Agreement means any information/data/information to which access is restricted by the Confidant, including, but not limited to, information/data/information constituting a trade secret, the owner (right holder) of which is the Confidant.

1.3. The purpose of providing access to confidential information.

1.4. **Purpose of access.** Access to confidential information is provided for the purpose of:

- proper fulfillment by the Parties of the obligations stipulated by the Terms;
- execution by the Parties of the concluded civil, economic and other types of agreements;
- conducting negotiations, cooperation, providing irregular access to information.

1.5. **Independent goal.** The independent purpose of this Agreement is to keep confidential information by the Parties secret during their stay in civil, economic, and/or other contractual or non-contractual relations and after their termination.

1.6. The provisions of Articles 505, 506, 507 and 508 shall apply to the legal relations of the Parties under this Agreement, in particular with regard to non-disclosure of trade secrets of the Civil Code of Ukraine.

2. CONFIDENTIAL INFORMATION AND TRADE SECRETS

2.1. The parties agreed that the Confidential trade secret is:

(l) information that is confidential in the sense that it is, in whole or in part, and its totality, unknown and not readily available to persons who normally deal with the type of information to which it belongs, in connection with it is therefore of commercial value and has been the subject of adequate secrecy measures taken by the person lawfully in control of the information. A trade secret may be the information of a technical, organizational,

commercial, production, and other nature, except for those which, in accordance with the law, cannot be classified as a trade secret.

2.2. The Parties agree that the confidential information is:

(I) the information generated in the course of the Confident's work (economic activity), including as a result of the Confident's employees and/or persons who provided services / performed work on behalf of the Confident on the basis of relevant civil law agreements/contracts and/or other agreements, and belongs to the Confident on the right of ownership, and may be distributed (disclosed) only at the request of the Confident and in accordance with the conditions provided by the Confident;

(II) information received by the Confidant from its clients and counterparties on the basis of confidentiality, and/or other information that is considered confidential in accordance with the legislation of Ukraine;

(III) information about the Confidential trade secret is fully covered by the concept of confidential information.

2.3. For the purposes of this Agreement, Confidentiality is, in particular, such information that belongs to the Confidential owner, regardless of its marking as confidential, including, but not limited to:

information obtained in the course of performance by the Parties of contractual obligations in accordance with the Terms, including, but not limited to:

1. data on the Parameters provided by the Users while using the LookSize Service;
2. data on brands, types of goods (clothing/footwear) that the User has tried on online, as well as information on the time and number of Copies made by the User, other data on Users who have visited the Website of Party 2;
3. data on brands and products that are suitable for a particular User;
4. list of Users to whom Party 1 has provided Services, additional services (if any);
5. the list of Users with whom in Party 2 there were relations on purchase and sale of the goods;
6. other information received by the Parties from the User and/or in the course of fulfillment of contractual obligations;

internal working information:

1. the content of any production meetings with the participation of the Confidant, presentations, working meetings of the Confident; working discussions of Confident employees; meetings and negotiations of the Confidant with third parties, as well as information about the facts of such events;
2. the content of any official documentation (including diagrams, drafts, sketches, presentations, audio, photo, video materials, etc.), which is created by the Confidant, in particular, and the Confidential, including numbers, internal correspondence (correspondence) by e-mail and other means of exchange of electronic messages;
3. the content of the Confident's instructions (instructions) to the Confidant managers and/or other subordinates of the Confident;
4. the content of orders of the Confidant, managers, representatives or other subordinates of the Confidant to Executor's, freelancers or other persons on the basis of civil law or other similar agreements or transactions;
5. information on the Confidant Executor's or employees, their education, place of residence, nationality, level of qualification, state of health and other personal data, except for the cases provided by the current legislation of Ukraine;
6. any information of the Confidant in electronic form, any databases of the Confidant, including, but not limited to names, names, numbers or identifiers of means of

communication, e-mail addresses, other contact or address data of natural or legal persons, other personal data about such persons, their age, sex, location, place of residence or stay, behavioral data of such persons on the Confidential sites, cookie data, IP-addresses of such persons;

7. information on business processes, methods and techniques of work (economic activity) of the Confident;

8. information on the organizing schemes and organizational structures of the Confident;

9. information on the management accounting of the Confident;

10. any information on the Confidential system of external and internal security, in particular, but not exclusively:

a. computer security system and its organization:

i. passwords, keys and/or other access rights to: computers, files and databases, other software, Confidential internal local computer network, both wired and wireless, Confident servers, own or leased, cloud services, storage services or data transfer, hosting, sites in use and/or under the control of the Confident; programs or services of telephony and/or other electronic communication, CRM-systems; computer information storage devices, any other elements of the computer system and computer equipment;

ii. information about any network identifiers of the Confidential network equipment, serial numbers and other identifiers of any computer devices and their components, as well as devices for storing computer information;

iii. information about any software used by the Confidential and their weaknesses;

b. information on the system of physical and information security of the Confidant, personal data of the persons responsible for the security system of the Confidant;

c. plans and documents for taking measures to ensure the security of the Confident;

d. any documents that are created as a result of the work of the persons responsible for the physical and information security of the Confidant;

11. Confidential trade secret;

12. know-how, formulas, drawings, business processes, production processes;

13. the content of inventions, utility models, both patented and non-patented;

14. business experience of the Confidant, methods of its work, professional and production secrets and competitive advantages;

15. electronic messages that are created in the course of work (economic activity) of the Confident (e-mail and other means of transmission of electronic messages);

16. information on any plans and strategies of the Confident;

17. information on intellectual property objects created and/or created by the Confident;

18. other information created in the course of the Confident's work (economic activity) and intended for use by the Confident and/or persons authorized (designated) by the Confident;

19. information on the financial and material condition of the Confidant, its financial indicators;

20. information on the material and technical base of the Confident and secret software used by the Confident;

information on working with Executor's:

1. facts and content of meetings, negotiations, correspondence of the Confidant with potential Executor's, relevant documentation regardless of the form (including project), including draft agreements (contracts);

2. signed copies of any agreements (contracts) with Executor's;
3. the content of the Confident's negotiations and correspondence with past and current counterparties of the Party;
4. any information about the Confident's counterparties (both past and present and potential ones) and their representatives, their personal data, incl. but not exclusively:
 - a. goals of cooperation with the Confidential;
 - b. the nature of the relationship with the Confident;
 - c. financial and other conditions of cooperation with the Confident;
 - d. the content of agreements and any (regardless of the form) correspondence with the Confident's counterparties;
 - e. measures to be taken with the Confidant counterparties;
 - f. the course of cooperation, problematic moments of cooperation with Confident's counterparties;
 - g. reasons for the termination of cooperation with Confident's counterparties;
5. information provided to the Confidant by its counterparties, both past and present and potential;
6. information on the Confidant counterparties;

information on Confidant projects:

1. information on work on the Confidant projects, including, but not limited to:
 - a. tasks and goals of projects;
 - b. plans, ideas for working on the project;
 - c. the composition of resources involved in working on the project;
 - d. on the composition of employees, Executor's and other persons involved in the work on the project and their personal data;
 - e. project budgets, their implementation;
 - f. information received from the customer (customers) of the project;
 - g. the course of current work on the project;
 - h. problems of the project, obstacles in its implementation;
 - i. ways and methods of solving project problems;
 - j. algorithms that are created during the work on the project;
 - k. the content of official and any other documentation (including diagrams, drafts, sketches, presentations, audio, photo, video materials, etc.), which is created during the work on the project, including the exchange of any electronic messages;
 - l. the course and results of discussions on the project;
 - m. results of work on the project;
 - n. project security system;
 - o. information on payment for work on the project;
 - p. financial indicators of the project;
 - q. other information, regardless of the form related to the work on the project;

Other information that is confidential.

3. ACCESS TO CONFIDENTIAL INFORMATION

3.1. **Content and volume.** The Confidant shall determine the scope and content of confidential information that may or may not be provided to the Confidential, the terms and methods of its provision.

3.2. **No obligation to provide confidential information.** Nothing in this Agreement shall be construed to oblige Confidant to provide Confidential access to confidential

information. The Confident has no such obligations to the Confidential, the Confidant provides confidential information to the Confidential at its discretion and for its own needs.

3.3. **Access mode.** Confidential, as necessary, has the right to independently determine the mode of access for Confidential information.

3.4. **Restrictions and prohibitions.** The Confidential has the right to restrict or completely deprive the Confidential of access to confidential information at any time without explaining the reasons, to deny the Confidential such access.

3.5. **Execution of the mode.** The Confidential undertakes to comply strictly and at the first request of the Confidant with all requirements of the Confident regarding the mode of access to confidential information and/or trade secrets of the Confidant, as well as regarding the use of confidential information and/or trade secrets.

4. THE MOMENT OF RECEIVING CONFIDENTIAL INFORMATION

4.1. **The moment of receipt.** Confidential information is considered to be received by the Confidential from the moment of actual access to it, which, depending on which event is present - will be considered the moment of its direct perception by the Confidential, its representative, authorized person (auditory or visual perception) or the moment of receiving physical media information regardless of the form (paper, electronic media, electronic messages, other media).

4.2. **Confirmation requirement.** If necessary, the Confident has the right to request from the Confidential a simple written or electronic confirmation of the Confidential access to confidential information describing the confidential information received, and the Confidential shall immediately provide such confirmation to the Confidant.

5. REPORTING

5.1. **Submission of reports.** If necessary, the Confident has the right to request a report from the Confidential on the use of confidential information and ensure its confidentiality, and the range of issues on which the Confident wishes to receive a report is determined by the Confidant, and the Confidential must provide such report in simple written or electronic form. as 10 working days from the date of receipt of a request from the Confidential for such a report.

5.2. **Disclosure report.** In each case of disclosure or threat of disclosure of confidential information due to actions or omissions of the Confidential, which took place during the term of this Agreement, the Confidential shall immediately provide the Confidant with a report in simple written or electronic form, indicating all circumstances of such disclosure. confidential information and/or trade secrets that have been disclosed.

6. ENSURING CONFIDENTIALITY

6.1. With respect to the Confidential information received by the Confidential, the Confidential undertakes for the entire term of this Agreement:

6.1.1. use for storage of information, receipt/sending of e-mails to the Confident and Clients of the Confident only agreed with the Confident and relevant clients of the Confident e-mail addresses, e-mail exchange services, file exchange, cloud systems, and use these services exclusively for the purposes of this Agreement private correspondence and/or file-sharing;

6.1.2. not to copy, not to archive, not to accumulate it for own use and/or use by any third parties;

6.1.3. keep it secret, keep it safe, do not transfer it for storage to third parties;

6.1.4. exclude access for any third parties to confidential information;

6.1.5. not to use confidential information directly or indirectly in their own and/or other people's interests;

6.1.6. not to disclose it to any third parties without the written consent of the Confident;

6.1.7. not to transfer media of confidential information to third parties without the written consent of the Confident;

6.1.8. at the first request of the Confident to return / destroy the existing media of confidential information;

6.1.9. at the end of the Agreement - provide the Confidant with a signed signature on the work with confidential information (the list of issues is determined by the Confident) together with copies of media containing confidential information, access identifiers (logins, passwords, other parameters) to the electronic repositories of confidential information e-mail accounts, accounts, and other repositories), as well as personally destroy all non-transferred to the Confident media confidential information and their copies;

6.1.10. by all other forces and means to prevent the disclosure of confidential information of the Confidant. These measures should not be less than the measures taken by the Confidential to protect its own confidential information;

6.1.11. perform other obligations under this Agreement;

6.2. Confidential Information may be disclosed to employees, representatives, Executor's of the Confidential only to the extent necessary for them to perform their duties or obligations of the Confidential under the relevant agreements, and prior to providing such information, the Confidential shall notify all employees to whom such information is intended. that this information is obtained on the basis of confidentiality, and that the relevant employees, representatives, Executor's are obliged to observe the conditions of confidentiality regarding such information.

6.3. **Media.** Confidentiality undertakes to observe the conditions of confidentiality set forth in this Agreement in its public speeches, in writing articles, making any publications, providing comments, posting messages on social networks, chats, and otherwise posting information via the Internet and other resources.

6.4. The Confidential also undertakes not to take any actions or omissions that could lead to the improper disclosure of the confidential information or create a threat of such disclosure.

7. NOTICE UNDER THE AGREEMENT, EXCHANGE OF CONFIDENTIAL INFORMATION

7.1. **Ways to exchange messages.** Communications between the Parties under this Agreement may be made in simple written form (letters, faxes, telegrams, etc.) and by electronic means (corporate e-mail).

7.2. **Special e-mail.** For the purpose of this Agreement, including the exchange of notifications under the Agreement, Party 2 undertakes to use the e-mail specified in the registration on the Website of Party 1, and Party 1 undertakes to use the e-mail specified on the contact page of the Website of Party 1. For the purposes of this Agreement, an

electronic notification sent by the Parties to such electronic mailboxes shall be deemed to have been received by the other Party from the moment of confirmation of sending such notification to the address of the other Party.

7.3. **Duty to maintain a Special e-mail account.** The Parties are obliged to check the contents of the relevant special boxes for the receipt of messages from the other Party at least twice a day on a working day (in the first and second half of the working day), and if necessary - more often. In case of technical impossibility to use the Special E-mail, the Party shall immediately notify the other Party and agree with it a new Special E-mail.

7.4. In cases where the Confidential is involved in working for the Confidential's clients by providing the Confidential with access to storage and information exchange systems owned by the Confidential, including the creation of appropriate e-mail accounts in the Confidential's name, the Confidential is obliged to process, store and forward information, provided by the client and created by the Confidential in the process of working with such information, exclusively within the system of storage and exchange of information of the respective client of the Confidential using the Special mailbox.

8. LAWFUL AND UNLAWFUL DISCLOSURE

8.1. Disclosure of confidential information under this Agreement, the Parties understand:

8.1.1. Transfer (provision, disclosure, dissemination, other forms and methods of transfer) of information/information/data related to confidential information under this Agreement to any third parties without obtaining the prior permission of the Confidential or in violation of the terms of this permission;

8.1.2. Breach of any obligation outlined in this Agreement, including failure to take measures to prevent the disclosure of confidential information, which has resulted in certain information relating to confidential information becoming known or available to third parties.

8.2. **Legitimate disclosure.** Confidential information may be disclosed by the Confidential without the consent of the Confidential only in the following cases:

8.2.1. which are directly established by the current legislation of Ukraine;

8.2.2. when the Confidential informs the Confidential in writing about the loss of this or that information of the confidentiality status;

8.2.3. independent public disclosure by the Confidential and/or its counterparties of such information to an indefinite circle of persons.

8.3. **Illegal disclosure.** All other cases of disclosure by the Confidential of confidential information without the prior written consent of the other Party shall be deemed to be unlawful disclosure.

9. SPECIAL OBLIGATIONS

9.1. Confidentiality, in order to prevent the disclosure or misuse of confidential information and/or Trade Secrets of the Confidential, undertakes during the term of this agreement and/or civil law agreement, and/or commercial law agreement, and/or other agreement or transaction between the Parties, and/or during negotiations, cooperation, providing the Confidential with irregular access to Confidential information, as well as within 3 (three) years after the termination of this or any of the other listed agreements/transactions, Preliminary written express consent of the Confidential to the following (hereinafter - the Special Obligations):

9.1.1. **Doing business (entrepreneurial activity).**

(i) to use confidential information and trade secrets in conducting its own business (entrepreneurial activity) directly or indirectly, through participation in legal entities or by concluding agreements or other independent activities;

(ii) to conduct the Confidential's own business (entrepreneurial activity) directly or indirectly, by participating in legal entities or by concluding contracts or other independent activities in the sphere and by the Confidential's activities, if the relevant activity (performance of works or provision of services) directly or indirectly related to the use of confidential information or trade secrets of the Confidential;

9.1.2. Relationships and cooperation with third parties, work on competitors.

(i) to use confidential information and trade secrets in the performance of his duties and/or to perform any other acts under civil law or other agreements in the interests of third parties;

(ii) the possibility of working for other employers under employment contracts and/or the possibility of providing services/performance of work under civil or other contracts or transactions for customers, by obtaining from the Confidential separate written consent in each such case, if the relevant work or service is directly or indirectly related to the use of confidential information or trade secrets of the Confidential;

(iii) to transfer information about customers and Executor's, including natural persons - Executor's, and/or about the employees of the Confidential to third parties.

10. TERM OF THE CONTRACT AND CHANGES

10.1. This Agreement shall enter into force upon its acceptance by Party 2 and shall apply as part of the Confidential's obligations not to disclose confidential information and/or commercial information.

Confidential secrets until the end of 3 (three) full calendar years from the date of termination of this or any of the agreements concluded between the Parties. To determine the term of this Agreement, the moment of termination of any of the agreements, which occurred at the latest, shall be taken into account.

10.2. The term of the Confidential's obligations to ensure the non-disclosure of confidential information and/or trade secrets of the Confidential coincides with the term of the Agreement.

10.3. The Confidential's obligation to ensure the confidentiality of information about work with counterparties is valid, not less than the term of the Agreement, but in any case - until the Confidential receives special written permission from the Confidential to disclose the relevant information.

10.4. The obligations of the parties arising under this Agreement, including the term of performance of which is separately defined in the Agreement, are valid until their full implementation by the obligated party to the Agreement.

10.5. The Agreement may not be terminated unilaterally at the request of the Confidential.

10.6. The Agreement may be terminated early only by the mutual consent of the Parties or in court.

10.7. Amendments to this Agreement may be made by publishing such amendments in the appropriate section on the Party's Website 1.

11. LIABILITY AND DISPUTES

11.1. For non-fulfillment or improper fulfillment of their obligations under the Agreement, the Parties shall be liable under the current legislation of Ukraine and this Agreement.

11.2. The expiration of this Agreement does not release the Parties from liability for violation of its terms, which took place during its term.

11.3. All disputes arising between the Parties during the implementation of the Agreement or in connection with the interpretation of its provisions shall be resolved through negotiations.

11.4. If the Parties cannot reach an agreement on the issues that are the subject of disagreement, the dispute shall be referred to court in accordance with the jurisdiction established by the current legislation of Ukraine.

11.5. **Losses.** In the event of a breach of the terms of this Agreement by a Party, it shall indemnify the other Party for damages in full, including actual damage and lost profits.

11.6. **The real damage is the Confident's losses to the counterparties.** If the Confidential breach of obligations to the Confident specified in this Agreement will result in liability to the Confidant in the form of damages to counterparties and/or customers of the Confident for breach of similar obligations of the Confidant to counterparties and/or customers of the Confidant, the Confidential undertakes to reimburse the Confidence for all losses incurred by the Confident at the first request of the Confidant.

11.7. In the event that the Confidential violates any provision of Section 9 "Special Obligations" of this Agreement, namely: Clause 9.1. in the cases provided for in any paragraph of clause 9.1.1. § 9.1. "Doing business (entrepreneurial activity)" and/or paragraphs 9.1.2. § 9.1. "Relationships and cooperation with other persons, work for competitors" together or separately, the Confidential pays the Confidential at his request, for each case of breach of these obligations by the Confidential, the amount of UAH 250,000 in time and manner provided by the Confidential in the request.

11.8. The Parties agree that this condition of the Agreement is not intended to limit the employment or personal non-property rights of the Confidential, but only to adequately protect confidential information and/or trade secrets of the Confidential and fair compensation to the Confidential in case of breach of these obligations.

12. SPECIAL RESERVATIONS

12.1. Party 2 hereby certifies that

12.1.1. acting completely in good faith;

12.1.2. upon Acceptance of this Agreement is in full capacity, has a bright mind and good memory;

12.1.3. does not accept this Agreement due to the coincidence of difficult circumstances, or under other coercion, as well as due to a misunderstanding of the nature of this Agreement and any of its terms;

12.1.4. the expression of the will of a Party 2, enshrined in this Agreement, is free and corresponds to its valid and free internal will;

12.1.5. this Agreement is aimed at the actual occurrence of the legal consequences caused by it;

12.1.6. there are no legal obstacles to the conclusion of this Agreement.

13. OTHER CONDITIONS

13.1. The Agreement shall enter into force upon the registration of Party 2 on the Website of Party 1.

13.2. Each right of one Party under this Agreement corresponds to the respective obligation of the other Party and vice versa.

13.3. Everything that is not regulated by the Parties in this Agreement is regulated in accordance with the current legislation of Ukraine.

13.4. Recognition of any provision of this Agreement as invalid, null and void or not applicable shall not invalidate or null and void the Agreement as a whole unless otherwise provided by the current legislation of Ukraine and/or international agreements.

14. CONTACT INFORMATION

An entrepreneur Rodtsevykh Taras

Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Associations (entry in the USR dated January 24, 2017, for № 2,415,000 0000 079046) Address: Ukraine, 79017, Lviv region, Lviv city, Rodyny Krushelnytskykh street, building 28

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You can address your inquiries to the Support Service by: phone call: +38 (096) 85-206-85 send an email to: admin@looksize.com