## **Non-Disclosure Agreement**

This Agreement is entered into by \_\_\_\_ (the Company) and File Master LLC (the Recipient) and shall be valid from \_\_\_, 20\_\_\_\_ for 6 (six) months.

WE HEREBY agree to the following:

- 1. Introduction
  - 1.1. Both the Company and the Recipient act as principals at law in this Agreement and the Company acts as principal in all its contracts entered into with third parties in relation to the business covered by this contract;
  - 1.2. This Agreement shall apply to the Files transmitted by the Company to the Recipient using the Recipient data restore service (hereinafter the Files).
- 2. Confidentiality
  - 2.1. The Agreement shall be applicable to the Files transmitted to the Recipient
  - 2.2. The Recipient may not disclose confidential information to third parties without prior written consent of the Company. Exception may be made in cases when this is required by court or government regulations.
  - 2.3. Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or Confidential Materials only to Recipient's employees or consultants on a need-to-know basis. Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies. Recipient shall maintain appropriate written agreements with its employees, consultants, parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.
- 3. General Provisions
  - 3.1. This Agreement shall be governed by and construed in accordance with the laws of Russian Federation.
  - 3.2. Neither party may assign its rights under this Agreement without the written consent of the other.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Recipient: File Master LLC	Company:
Ву:	Ву:
Signature	Signature
Printed Name	Printed Name
Title	Title