

to the «OLPORTAL's» token sale public offer

Publication and entry into force data: August 01, 2018

Non-disclosure agreement

The company exists under the law of Singapore and is called OLCF Corporation PTE. LTD (hereinafter "the Company"), of the first part, and the token purchaser (hereinafter "the Investor") in accordance with the «OLPORTAL's» token sale public offer (hereinafter "the Offer"), have signed the present non-disclosure agreement (hereinafter "the Agreement") as follows below.

1. General provisions and definitions

1.1. The Company represents the Disclosing Party under the Agreement.

1.2. The Investor represents the Receiving Party under the Agreement.

1.3. An Agent of the Investor is an authorized person of the investor who has access to the Proprietary Information.

1.4. The Proprietary Information is any information of the Company marked as «Commercial Secret» or «Confidential» with actual or potential commercial value by virtue of the fact third-parties are unfamiliar with it, submitted to the Investor by the Company in written form by documents transmission, including the electronic transmission of documents secured from unauthorized access to the transmitted information, the information related to business or finance plans and strategies including, without limitation information about markets, financial documents, financial statements and accounting (except for cases defined by law), contractual relationships, pricing and marketing of goods (works and services), technical information, commercial secrets, know-how, research, production schedules, concepts, intellectual activity property (which includes discoveries, inventions, rationalization proposals, utility models, constructions, industrial models that are non-proprietary for some reasons, computer software, databases, logotypes scratches that are non-registered for some reasons).

The Proprietary Information does not include any publicly available information, the access to which was provided to the third parties by the Company without limitations, or in case if this information became public through no fault of the Investor in force of other circumstances, to relation of which the Investor can prove that the Investor has already possessed this information by the time when the Company provided it, or this information contained no confidentiality preservation obligations.

The information also cannot be called Proprietary in cases where the Investor can prove that it was created by himself or herself without resorting to the Proprietary Information.

The Agreement does not regulate personal information security and the transmission of the information related to bank secrecy.

2. Subject of the agreement

2.1. Obligations of parties to secure the Proprietary Information under the terms indicated in the Agreement constitute the subject of the agreement.

2.2. The Company discloses the Proprietary Information concerning acquisition and further use and realization of OL-tokens during «OLPORTAL» ICO to the Investor, including individual preferences provided to the Investor at any stage of transactions at the time of ICO in accordance with the provisions of the Offer and accompanying documents including terms of smart-contracts, according to which the investor acquires OL-tokens.

3. Confidentiality restrictions

3.1. The Investor is authorized to grant access to the proprietary information only to those parties who require access to the proprietary information in realizing the investors' rights under the Offer in order to achieve the provision of the Proprietary Information, are obliged not to disclose the Proprietary Information and informed about the fact of the conclusion of the Agreement. The Investor is obliged to provide the list of Investor's Agents who have received access to the Proprietary Information.

3.2. Non-performance of terms of section 3.1. of the Agreement causes the termination of access to the Proprietary Information and provides the Company with the right to refuse unilaterally from performing any agreements along with the Offer, concluded with the Investor, according to which the Investor shall procure or procured the access to the Proprietary Information.

3.3. Should the controversy between confidentiality clauses in the Agreements signed by the parties appear, according to which the Investor shall procure or procured the access to the Proprietary Information and according to the terms of the Agreement, the conditions stated in the Agreement shall prevail.

3.4. The Investor is obliged to keep, withhold, and hold any confidential information, take measures, which are greater than or equal to measures which the Investor takes to protect his or her own confidential information, to secure the Proprietary Information.

3.5. The Investor and his or her authorized Agents with access to the confidential information are obliged to use the Proprietary Information for the purpose of the confidential information provision and not to apply it for any other purposes.

3.6. The Investor shall be entitled to make copies, abstracts, memoranda, or other documents (including documents made by mechanical or electronic means) related to the confidential information, which shall also be marked as «Commercial Secret» and/or «Confidential» only to the extents that are necessary for the confidential information achievement. The Investor shall provide the true recording of all copies and places where the duplicates copies of the confidential information are kept, and access limitation to the specified copies, abstracts, memoranda, and other documents to third-parties except for his or her authorized Agents, according to the section 3.1. of the Agreement.

- 3.7.** The Investor shall provide constant and secure information storage not allowing to obtain the data access by any persons except for Investor's authorized Agents.
- 3.8.** Should facts of confidential information disclosure to the third parties be detected, the Investor shall immediately inform the Company about the facts and measures taken to reduce losses.

4. Disclosure requirements

- 4.1.** Should the Investor be obliged to disclose the confidential information as prescribed by law, the Investor agrees and undertakes to inform the Company in written form immediately with the specification of the person requesting the confidential information. The Investor agrees and undertakes to disclose the information within the limits defined by legislation.

5. Restrictions of the rights

- 5.1.** All information disclosed to the Investor by the Company in any form shall be and remain the property of the Company. Documents and any copies of them, abstracts, memoranda, or other documentation shall be immediately returned to the Company or destroyed at the written request of the Company.
- 5.2.** The Company reserves the right to conduct the analysis of the confidential information protection measures taken by the Investor. Should the denial to provide the information about measures taken for the confidential information protection, received by the Investor, or detection of insufficient measures taken to protect the confidential information, the company is authorized to deny entrusting the confidential information or refuse to fulfill the obligations of any agreements concluded between the parties unilaterally, according to which the Investor shall procure or procured accesses to the confidential information.

6. Liability of the parties

- 6.1.** The party who fails to encompass its obligations under the Agreement is obliged to recoup the other party for damages caused by disclosure or misuse of the confidential information. The damages shall be recouped according to Singapore legislation.

7. Duration of the agreement

- 7.1.** The Agreement shall enter into force as soon as it has been accepted by the Investor and also shall be effective during 5 (five) years from the termination of the effective period of the Offer, so that the Investor shall fulfill its obligations of confidentiality for 5 (five) years following the expiration of the Agreement or Offer.

8. Information transmission

- 8.1.** No party is allowed to assign fully or partially or otherwise transfer its rights and liabilities under the Agreement without receiving the prior written consent of the other party thereto.

9. Other terms and conditions

- 9.1. Disputes relating to the agreement between the parties should be subject to Singapore International Arbitration Centre's review (SIAC).
- 9.2. The Agreement is published under the unique domain name olportal.ai at the company site on the Internet.
- 9.3. The Agreement is drawn up and published in the English language. In case of the necessity of translation into another language, the Investor agrees and undertakes to carry out the translation into a required language by using his or her own resources and at his or her own expense. Should there be any discrepancies between the English version of the text of the Agreement and any other version of the text translated into the required language, the text of the Agreement written originally in English shall govern.
- 9.4. The Agreement constitutes the integral part of the Offer. All provisions of the current version of the Offer apply to the relations of the parties of the Agreement. The Agreement constitutes the integral part of the Offer. All provisions of the current version of the Offer apply to the relations of the parties of the Agreement.

COMPANY DETAILS

The name: OLCF CORPORATION PTE. LTD.

[Registration No. 201807362H] (Incorporated in the Republic of Singapore)

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