

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into, on this 10 day of Nov, 2016, by and between Adia, a company organized under the laws of the State of NY, with its offices at New York (together with any of its affiliates, including any company, partnership or corporation under its control, " "), and NICE SHOES, a company organized under the laws of the State of _____ with its offices at 532 PARK AVE SOUTH, NY, NY 10010 ("Company").

_____ and Company wish to begin, or have begun, the process of evaluating a potential future business relationship 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 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:

1. Receiving Party acknowledges that it has received and/or may receive information of a confidential and proprietary nature regarding the activities and business of Disclosing Party, its parent companies, subsidiaries and/or affiliates, all whether in oral, written, graphic, or machine-readable form, or in any other form, including, but not limited to, (i) all business and financial data and information, customer data and information, and employee data and information, including, without limitation, research, development, plans for future products and new service offerings or products, marketing plans and strategies, business plans, forecasts, business methods, budgets, finances, licensing, collaboration and development arrangements, sales figures, price policies, pricing, prices and costs and profit information, buying habits and practices, contact and mailing lists and databases, vendors, customers and clients identities, potential business opportunities, salaries and personnel files; (ii) intellectual property including copyrights, trademarks, patents, applications for intellectual property protection and related information, (ii) trade secrets and industrial secrets, and (iii) products, processes and designs, ideas, know-how, drawings, inventions (whether or not patentable), improvements, formulas, equations, methods, developmental or experimental work, research subjects and research data, discoveries, developments, designs, techniques, instruments, devices, computer software and hardware related to the current, future and/or proposed products and services (collectively, "Confidential Information").

For the avoidance of doubt, nothing herein shall be deemed to impose on Disclosing Party any duty or obligation to disclose any such information to Receiving Party, and such disclosure shall be at all times at Disclosing Party's sole and absolute discretion. Furthermore, nothing herein shall be deemed to create any representation that the Confidential Information, or any part of it, is whole, accurate or correct.

2. Notwithstanding the aforesaid, information shall not be deemed as Confidential Information, for purposes of this Agreement, if: (a) such information is in the public domain at the time of disclosure, or subsequently enters into the public domain, through no breach by Receiving Party of its obligations hereunder; or (b) such information is received by Receiving Party from a third party exempt from confidentiality undertakings; or (c) Receiving Party can show documentary evidence that such information was in its possession at the time of disclosure, and Receiving Party so advised Disclosing Party immediately upon disclosure; or (d) such information is independently developed by Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information. Further, it is agreed that the obligations set forth in this Agreement shall not apply with respect to Confidential Information which Receiving Party is compelled by court or government action pursuant to applicable law to disclose, 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.

4. Receiving Party hereby acknowledges that the Confidential Information is highly confidential, and undertakes that, at all times, it: (i) shall treat and maintain the Confidential Information as confidential, and hold all such Confidential Information in trust and in strict confidence, utilizing the same degree of care it uses to protect its own confidential information, but in no event less than a high degree of care; (ii) shall not disclose the Confidential Information to any third party, whether or not for consideration; (iii) shall not use the Confidential Information for any purpose other than the Purpose, or exploit the Confidential Information for its own benefit or for the benefit of anyone else, without the prior written consent of Disclosing Party, including, without limitation, by attempting to reverse engineer, disassemble, or decompile, or allowing others to reverse engineer, disassemble, or decompile, in any manner, any Confidential Information of Disclosing Party; and (iv) shall not make any copies of the Confidential Information without the prior written consent of Disclosing Party.

5. Receiving Party undertakes to hold all Confidential Information locked and to disclose the Confidential Information only to those of its employees and consultants (provided, with respect to such consultants, that disclosure to any consultant shall be made only after receipt of written consent of Disclosing Party) (each, a "Representative") who have to be so informed in order to ensure its proper evaluation, and provided that such Representatives are bound by written confidentiality and non-use undertakings towards Receiving Party which also apply to the Confidential Information disclosed to Receiving Party under this Agreement. Receiving Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by all Representatives, and it represents that it has instituted policies and procedures which provide such adequate protection for the Confidential Information. Without derogating from the aforesaid, Receiving Party shall bear full responsibility for any harm caused to Disclosing Party by disclosure to Representatives.

6. To the extent that any portion of the Confidential Information contains proprietary and confidential notices or legends, Receiving Party shall not remove such notices or legends, and shall produce the same on each and every copy of the Confidential Information produced by it.

7. Upon Disclosing Party's first demand, Receiving Party shall return to Disclosing Party all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information or any portion thereof, whether in its possession or under its control, and shall erase all electronic records thereof, and shall so certify to Disclosing Party in writing.

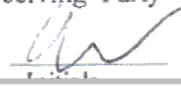
8. The Confidential Information and all right, title and interest therein will remain at all times the exclusive property of Disclosing Party, its parent companies, subsidiaries and/or affiliates (or any third party entrusting its own Confidential Information to Disclosing Party). Nothing hereunder may be construed as granting to Receiving Party any right, warranty or license by implication or otherwise under any patent, copyright, know-how or design rights, or other form of protection of industrial or intellectual property, or as creating any obligation on the part of Disclosing Party to enter into any business relationship whatsoever or to offer for sale any service or product.

9. The Receiving Party agrees that during the course of the parties' discussions and for a period of one (1) year thereafter it shall not directly or indirectly solicit, entice or induce any employee of the Disclosing Party to leave the employ of the Disclosing Party.

10. No Receiving Party is under any obligation to provide any advice or feedback regarding Disclosing Party's proprietary technology or products. Nevertheless, unless the parties have executed a commercial agreement that contains different terms, if a Disclosing Party still is provided any such advice or feedback, Disclosing Party may use any such feedback provided without any confidentiality, compensation or other obligations.

11. Insofar as the protective covenants set forth in this Agreement are concerned, Receiving Party

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specifically acknowledges, stipulates and agrees as follows: (i) the protective covenants are reasonable and necessary to protect the goodwill, property and Confidentiality Information of Disclosing Party, and the operations and business of Disclosing Party; and (ii) the time duration of the protective covenants is reasonable and necessary to protect the goodwill and the operations and business of Disclosing Party, and does not impose a greater restraint than is necessary to protect the goodwill or other business interests of Disclosing Party.

12. Confidential Information is provided "as is" with all faults. In no event shall Disclosing Party be liable for the accuracy or completeness of the Confidential Information. No disclosure of Confidential Information constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to Receiving Party with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any other rights of third persons, except that Disclosing Party represents and warrants that it has all rights necessary to disclose the Confidential Information as contemplated by this Agreement and that such information has not been stolen, misappropriated, obtained or converted without authorization.


13. Receiving Party recognizes, acknowledges and agrees that Disclosing Party may be irreparably harmed if Receiving Party's obligations and undertakings herein are not specifically enforced, and that Disclosing Party would not have an adequate remedy at law in the event of actual or threatened violation by Receiving Party of such obligations and undertakings. Therefore, Receiving Party agrees that Disclosing Party shall be entitled to seek and obtain an injunction, without bond, or to an appropriate decree of specific performance or any other appropriate equitable relief in any jurisdiction.


14. All of Disclosing Party's rights hereunder and all of Receiving Party's obligations and undertakings hereunder shall be in full effect for the entire term of this Agreement and for an unlimited period of time after its termination, cancellation or expiration for any reason whatsoever, so long as any information disclosed by Disclosing Party to Receiving Party under this Agreement remains Confidential Information of Disclosing Party.

15. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, and any such assignment not so approved shall be null and void; provided however that each party in its capacity as a Disclosing Party may assign its rights hereunder (but not its undertakings as a Receiving Party) to any third party purchasing such Disclosing Party's assets and activities.

16. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements with respect thereto. This Agreement may not be modified except by written instrument signed by a duly authorized representative of each party hereto. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such provision shall be interpreted to maximum force to its terms as possible under law, and such determination shall not affect the remaining provisions of this Agreement. This Agreement shall be governed by the laws of the State of New York and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in the State and County of New York or the U.S. District Court for the Southern District of New York.

In witness whereof, the parties have signed this Agreement:


By: Eddy van der Pijl


By: ARGENTUM CAPITAL