

Confidentiality, Non-Competition and Assignment Agreement

In consideration of, and as a condition of entering into a contract with Atlantic Cloud (the “Company”), and of the fees to be paid to DevCom Consulting LLC, (the “Service provider”), and in recognition of the fact that as an Independent Contractor to the Company, the Service provider will or may have access to confidential information, and for other good and valuable consideration, the Service provider agrees with the Company as follows:

1. Purpose of Agreement

The Service provider understands that the Company is engaged in a continuous program of research, development, production and marketing and that it is critical for the Company to preserve and protect its Confidential Information (as defined below), its rights in Covered Developments (as defined below) and in all related intellectual property rights. Accordingly, the Service provider is entering into this Agreement as a condition of the Service provider’s contract to provide services to the Company, whether or not the Service provider is expected to create inventions of value for the Company.

2. Customers and Employees

The Service provider agrees that the Service provider, Service provider’s employees and contractors involved in providing services to the Company shall not for a period of thirty six (36) months immediately following the termination of the Service provider’s contract with the Company for any reason, whether with or without cause, either directly or indirectly: (a) call on, solicit, or take away any of the customers of the Company on whom the Service provider, Service provider’s employees and contractors involved in providing services to the Company called or with whom they became acquainted or of whom they became aware during the time it was providing services to the Company, either for the Service provider or for any other person or entity, or (b) solicit or take away, or attempt to solicit or take away, any employees of the Company, either for the Service provider or for any other person or entity.

3. Disclosure of Developments

The Service provider, Service provider’s employees and contractors involved in providing services to the Company will promptly disclose in confidence to the Company all inventions, discoveries, improvements, ideas, designs, processes, products, computer programs, works of authorship, database, mask works, trade secrets, know-how, research and creations (whether or not patentable or subject to copyright or trade secret protection) (collectively, “Developments”) that they make, conceive or reduce to practice, or that they have made, conceived or reduced to practice, either alone or jointly with others, during the period of the Service provider’s contracting for or during the period of any prior engagement with the Company (including, for purposes of this paragraph,

its predecessor) as an employee, consultant or contractor, and that (a) result from work performed by Service provider's employees and contractors involved in providing services to the Company for the Company, (b) relate to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or (c) result from use of facilities, equipment, supplies, or confidential or proprietary information of the Company (all of the Developments described in this Section 4 being referred to herein as "Covered Developments")

4. Covered Developments Property of the Company

All Covered Developments shall be the sole property of the Company. All Covered Developments shall constitute works made for hire under the copyright laws of the United States (except to the extent such Covered Developments cannot by law be works made for hire). The Service provider hereby assigns and, to the extent any such assignment cannot be made at present, the Service provider agrees to assign to the Company, without further compensation, all the Service provider's right, title and interest in and to all Covered Developments and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trade names and other proprietary rights in the United States and throughout the world. The foregoing assignment includes all moral rights that the Service provider may have in or to the Covered Developments, and to the extent any such rights cannot by law be assigned, the Service provider hereby forever waives and agrees not to assert such rights against the Company or its successors, assigns or licensees.

5. Confidential Information

As used in this Agreement, "Confidential Information" means all trade secrets and confidential or proprietary information (any tangible representation thereof) owned, possessed or used by the company including, without limitation, (a) all Covered Developments, marketing plans, business strategies, financial information, forecasts, personnel information and customer lists of the Company and (b) all information of third parties that the Company has an obligation to keep confidential. During the term of this Agreement and at all times thereafter, the Service provider's employees and contractors involved in providing services to the Company will keep and hold all Confidential Information in strict confidence, and they will not use or disclose any of such Confidential Information without the prior written consent of the Company, except as may be necessary to perform their duties for the benefit of the Company. In the event that it is necessary for the Service provider's employees and contractors involved in providing services to the Company to disclose any Confidential Information to anyone outside the Company in fulfilling their duties to the Company, the Service provider will take adequate steps, consistent with the policies and practices of the Company, to ensure that the recipient maintains the confidentiality of the Confidential Information.

6. Other Obligations

The Service provider is subject to no contractual restriction or obligation that will in any way limit the Service provider's activities on behalf of the Company or prevents the Service provider from

performing all of the terms of this Agreement. The Service provider hereby represents and warrants to the Company that the Service provider has no continuing contractual obligations to any previous employer or any other party (a) with respect to any Developments, (b) that require the Service provider not to use or disclose information to the Company (other than the confidential information of a prior employer) or (c) that require the Service provider to refrain from competing directly or indirectly with the business of such previous employer or other party. The Service provider further represents and warrants that the Service provider does not claim rights in, or otherwise exclude from this Agreement, any Developments.

In addition to the foregoing, the Service provider represents, warrants and covenants that, in the course of Service provider's employment with the Company, the Service provider will not (a) breach any continuing contractual obligation that the Service provider has to any previous employer or any other party, or (b) use or disclose any trade secret or other proprietary right of any previous employer or any other party.

The Service provider will take all feasible steps to assure that Service provider's employees and contractors involved in providing services to the Company are bound by the terms of this agreement.

7. Obligation to Keep Records

The Service provider will make and maintain adequate and current written records of all Covered Developments, which records shall be available to and remain the property of the Company at all times.

8. Return of Property

If the Service provider ceases to provide services to the Company, or at any other time upon request of the Company, the Service provider will promptly deliver to the Company all materials, whether in hard copy or electronic format, documentation, evidencing or embodying any Confidential Information or Covered Developments and will not retain any such materials. If requested to do so by the Company, the Service provider agrees to sign a Termination Certificate in which the Service provider confirms that the Service provider has complied with the requirements of the preceding paragraph and that the Service provider is aware that certain restrictions imposed upon the Service provider by this Agreement continue after termination of the Service provider's contract to provide services. The Service provider understands, however, that the Service provider's rights and obligations under this Agreement will continue even if the Service provider does not sign a Termination Certificate.

9. Other Obligations

The Service provider acknowledges that the Company from time to time may have agreements with other persons or with the U.S. Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work hereunder or regarding the confidential nature of such work. The Service provider agrees to be bound by all

such obligations and restrictions and to take all action necessary to discharge the obligations of the Company hereunder.

10. No Duty to Employ

The Service provider understands that this Agreement does not constitute a contract of employment or obligate the Company to employ the Service provider for any stated period of time.

11. Miscellaneous

a. In the event of any inconsistency between any other agreement between the Service provider and the Company and this Agreement, the Agreement most favorable to the Company shall prevail.

b. The Service provider's obligations under this Agreement shall survive the termination of Service provider's Agreements and contacts with the Company regardless of the manner of or reasons for such termination and regardless of whether such termination constitutes a breach of any other agreement the Service provider may have with the Company. The Service provider's obligations under this Agreement shall be binding upon Service provider's heirs, assigns, executors, administrators and representatives, and the provisions of this Agreement shall inure to the benefit of and be binding on the successors and assigns of the Company.

c. If any provision of this Agreement is determined by a court to be invalid, illegal or otherwise unenforceable in any respect, such provision shall be enforced to the maximum extent permitted under applicable law, and the other provisions of this Agreement shall be unaffected and shall remain in full force and effect.

d. No failure by the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission by the Company in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

e. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing signed by me and the Company.

f. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of California, without regard to its principles of conflicts of laws. This Agreement is executed under seal.

Parties

BY PLACING MY SIGNATURE HEREUNDER, I ACKNOWLEDGE THAT I HAVE READ ALL THE PROVISIONS OF THIS AGREEMENT AND THAT I AGREE TO ALL OF ITS TERMS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Atlantic Cloud	DevCom Consulting LLC
By:	By:
Printed Name: Carlos Best	Printed Name: Igor Kruzhytko
Title:	Title:
Date:	Date: