

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into by and between TOO, Success Development ("Company"), and an individual ("User").

Recitals:

1. Purpose: Company is engaged in the development and distribution of a fitness application ("Application").
2. Confidential Information: In connection with User's access and use of the Application, User may have access to certain confidential and proprietary information of the Company.
3. Protection of Confidential Information: Company desires to protect its Confidential Information (as defined below) and to ensure that such Confidential Information is not disclosed or used by User for any purpose other than the limited purpose of using the Application.

Agreement:

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information:

- (a) Definition: "Confidential Information" shall mean any and all information, whether written, oral, or in any other form, that is disclosed by Company to User in connection with the Application, and which is identified as confidential or which reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- (b) Exclusions: Confidential Information shall not include information that: (i) is or becomes generally known to the public without breach of this Agreement by User; (ii) was known to User prior to its disclosure by Company without breach of any obligation owed to Company; (iii) is received from a third party without breach of any obligation owed to Company; or (iv) is independently developed by User without reference to or use of Company's Confidential Information.

2. Non-Disclosure and Non-Use:

- (a) Obligations: User agrees that it shall not disclose or use, directly or indirectly, any Confidential Information for any purpose other than as necessary for the use of the Application.
- (b) Protection: User agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information.

3. Ownership:

User acknowledges and agrees that Company is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Application, including all intellectual property rights therein.

4. Term and Termination:

This Agreement shall remain in effect until terminated by either party upon written notice to the other party. Upon termination of this Agreement, User shall promptly return or destroy all Confidential Information in its possession or control.

5. Remedies:

User acknowledges that any breach of this Agreement may cause irreparable harm to Company, for which monetary damages would be inadequate. Therefore, in addition to any other remedies available at law or in equity, Company shall be entitled to seek injunctive relief to enforce the provisions of this Agreement without the necessity of posting a bond.

6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan without regard to its conflict of laws principles.

7. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.