

NON-DISCLOSURE AGREEMENT

Version 1.1, May 2022

This Agreement is a legal agreement entered into by and between:

- (1) **GTWS Tech Limited**, the company, duly registered under the Laws of Cyprus, with its registered office located at Diogenous 1, Office 21, Block A, 2nd floor, Engomi, 2404 Nicosia, Cyprus, registration number HE 395052, email for correspondence: notice@solidgate.com (the “**Solidgate**”); and
- (2) The entity that accepted Solidgate Services Fee Proposal to receive Solidgate Services that may be offered by Solidgate and/or its affiliates (the “**Company**”)

WHEREAS:

- (A) The Company wishes to engage Solidgate for the provision of services as described in Solidgate Services Fee Proposal;
- (B) The Parties intend to explore the possibility of entering into business relations;
- (C) In order to facilitate a discussion the Parties may disclose information that may be considered as confidential, proprietary, and valuable;
- (D) The Parties intend to protect the confidential, proprietary, and valuable nature of such information

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Interpretations

1.1.1. In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words denoting the singular include the plural and vice versa;
- (c) a reference to a person includes a reference to any individual or legal entity and any governmental authority;
- (d) a reference to a specific Article, Clause, Subsection, Annex or Preamble is a reference to the Article, Clause, Subsection, Annex or Preamble hereof;
- (e) references to any law or normative act shall include any changes, amendments, supplements or substitutions of such law or normative act (in whole or in part);

- (f) a reference to any agreement or document is a reference to that agreement or document as may be amended, novated, supplemented, extended or restated, however, to the exclusion of any amendments and supplements made in breach of this Agreement; and
- (g) a reference to a Party to any document includes that Party's successors and permitted assigns.

1.1.2. All Annexes to this Agreement constitute an integral part hereof.

1.2. Definitions

1.2.1. Capitalized terms used herein shall have the meanings ascribed below.

1.2.2. In this Agreement, the below mentioned terms have the following meanings:

Agreement this Non-disclosure Agreement entered into on the Effective Date by and between Solidgate and the Company.

Confidential Information any information (including non-public or proprietary information, any and all technical and non-technical information) disclosed orally or in writing on or from the Effective Date by Disclosing Party to Receiving Party and shall include, without limitations:

- (a) technical information, trade secrets, works of authorship, trademarks, inventions, know-how, techniques, design, software programs, software code and software source documents;
- (b) marketing information, information regarding research, development, new service offerings, products, services, marketing and selling plans;
- (c) financial information, business plans, budgets and unpublished financial statements, transactional information, including on fraud, and information regarding corporate structures and ownership of the Disclosing Party and its affiliated companies;
- (d) commercial information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, licensing and distribution arrangements, prices and costs and suppliers and customers;
- (e) staffing information;
- (f) any information of, or provided by, the Disclosing Party, its affiliated companies or any of their employees;
- (g) payments, transactions, chargebacks, refunds, personal data of individuals, including payment card details, emails, merchant IDs, list of banks, payment service providers and other counterparties, markets of operations, and also includes the fact that such information has been provided by the Disclosing Party, the fact that the Parties are holding any discussions and any terms, conditions or other facts with respect to the Purpose, information about agreements between the Parties; and
- (h) any information about existence of any contractual arrangements between the Parties.

Disclosing Party	either Party to this Agreement or its agent which discloses the Confidential Information
Effective Date	The date when the Company accepts this Agreement, by accepting the Solidgate Services Fee Proposal or otherwise engaging Solidgate for the provision of services as described in Solidgate Services Fee Proposal.
Parties	Solidgate and the Company.
Purpose	exploring a potential business opportunity of mutual interest between the Parties or their respective affiliates and agents regarding rendering gateway or any other services.
Receiving Party	either Party to this Agreement or its agent which receives the Confidential Information

2. **CONFIDENTIALITY**

- 2.1. Receiving Party agrees that it will not reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information. The Receiving Party agrees that it will not make use of any Confidential Information except to the extent necessary for the Purpose. The Receiving Party will protect the Confidential Information from unauthorised use and disclosure.
- 2.2. The Receiving Party agrees that it shall treat all Confidential Information at least with the same degree of care as it accords to its confidential information, and represents that it exercises at least reasonable care to protect its Confidential Information.
- 2.3. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and nothing in this Agreement including the disclosure of any Confidential Information pursuant hereto shall be construed as granting to the Receiving Party any rights, by license or otherwise in or to any of Disclosing Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.
- 2.4. The Receiving Party may disclose the Confidential Information to its employees who have entered into the respective non-disclosure agreement with the Receiving Party and have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose and for no other purpose; provided that each employee has been first informed by the Receiving Party of the use and confidentiality requirements contained herein and have agreed in writing to be bound by such requirements, and provided further that Receiving Party will remain responsible for any noncompliance with such terms by its employees. In addition to the foregoing, the Receiving Party will take all other reasonable steps to protect the Confidential Information, applying at least the same security measures and level of care as it employs to protect its confidential information and trade secrets of like nature.

3. **EXCLUSIONS**

- 3.1. Article 2 hereof does not prohibit:
 - (a) any actions with the Confidential Information made with the prior written consent of the Disclosing Party; or
 - (b) the disclosure of the Confidential Information in connection with actions that must be taken under mandatory rules of applicable law (including pursuant to a court order), provided that the Receiving Party shall give immediate notice to the Disclosing Party of

all relevant circumstances and use reasonable endeavours to provide the Disclosing Party with the opportunity to seek (at Disclosing Party's expense) a protective order or the equivalent; or

- (c) the disclosure of Confidential Information if:
 - (i) it is disclosed to service providers of a respective Party needed to enter into or to perform this Agreement. This includes corporate service providers (directors, secretaries) and auditors, or
 - (ii) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party or its representatives in breach of this Agreement, or
 - (iii) it was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, or
 - (iv) it was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not under any confidentiality obligation in respect of that information, or
 - (v) it was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party.

3.2. Notwithstanding anything to the contrary contained herein, the Company consents to disclose personal data that may be Confidential Information and authorises Solidgate to disclose it to potential payment services providers or related institutions exclusively for the Purpose of this Agreement.

4. **RETURN**

4.1. Upon Disclosing Party's request, the Receiving Party will promptly but no later than 5 days from the date of the Disclosing Party's request:

- (a) cease all use of all Confidential Information; and
- (b) at Disclosing Party's election, either return to Disclosing Party or destroy all tangible items and embodiments containing or consisting of Disclosing Party's Confidential Information as well as copies thereof (including electronic copies). In any case on the date of termination of this Agreement the Receiving Party shall destroy all Confidential Information at its disposal.

5. **DISCLAIMERS**

5.1. All Confidential Information is provided by the Disclosing Party "as is", and the Disclosing Party does not make any representations or warranties as to the accuracy or completeness of the Confidential Information.

5.2. Neither this Agreement, nor the disclosure of any Confidential Information:

- (a) shall imply any promise or confirm any intention of either Party to enter into any contract or other business relationship, or
- (b) to purchase any product(s) or service(s) of one Party by another Party or its affiliated companies, or

- (c) any commitment by either Party or its affiliated companies with respect to the present or future development, production, or distribution of any product(s) or service(s) with another party, or
- (d) does not create an express or implied obligation to compensate the other Party for the exchange of information under this Agreement, nor
- (e) is it an inducement or solicitation for either Party to spend funds or resources or change their organization, business, practice, services or products, or
- (f) does not prevent either Party from undertaking similar efforts or discussion with third parties. No such agreement to do any of the foregoing will be made or binding unless and until stated in writing signed by both Parties.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party represents and warrants that at the Effective Date and on an ongoing basis during the term of this Agreement:

- (a) it has obtained any and all permissions and authorisations required under the applicable law to enter into this Agreement;
- (b) it has full corporate power to execute, deliver and perform its obligations under this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation of that Party; and
- (d) this Agreement does not conflict with, or result in the breach of, or default under, any provision of its constitution, any writ, order or injunction, judgment, or the applicable law to which it is a party or is subject or by which it is bound.

6.2. Each Party represents and warrants that the provision of any software, trade marks, names or other intellectual property or materials by that Party (if any), and their use in accordance with this Agreement, will not infringe the intellectual property rights, confidentiality or moral rights of any person.

7. REMEDIES

7.1. Each Party agrees that breach of this Agreement will give rise to irreparable injury for which:

- (a) money damages may not be a sufficient remedy for any breach of this Agreement by such Party;
- (b) the other Party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach;
- (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and
- (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one Party, or any of its representatives, has breached this Agreement, such Party will be liable for reasonable legal fees and expenses incurred by the other Party in connection with such litigation, including, but not limited to, any appeals.

8. **TERMINATION AND SURVIVAL**

- 8.1. The Agreement shall terminate in five (5) years from the date of the last communication between the Parties.
- 8.2. Notwithstanding the cessation of discussions or the successful completion of a potential business relationship, obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will Receiving Party or any of its representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under Clause 3.1 hereunder.
- 8.3. Either Party can with 10 days notice terminate this Agreement in case of breach of representations and warranties provided in clause 6 Representations and Warranties.

9. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 9.1. This Agreement shall be governed by English law. Each Party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each Party irrevocably submits to the jurisdiction of the English courts.

10. **ENTIRE AGREEMENT**

- 10.1. This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorised representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

11. **ASSIGNMENT**

- 11.1. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
- 11.2. Company may not assign this Agreement without the written consent of Solidgate.
- 11.3. Solidgate may assign this Agreement in its sole discretion without the written consent of Company.

12. **NOTICES**

- 12.1. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth above or such other address as either Party may specify in writing.

13. **NO AGENCY**

13.1. It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

14. **EXECUTION**

14.1. This Agreement shall become effective as of the Effective Date when the Company accepts this Agreement, by accepting the Solidgate Services Fee Proposal or otherwise engaging Solidgate for the provision of services as described in Solidgate Services Fee Proposal, and the Company's acceptance will be deemed binding between the Parties. The Company cannot contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form.