**SMOO.TH SAS**

*company in course of incorporation*

NON-DISCLOSURE AGREEMENT **dated 03/22/2024**

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made as of  **03/23/2024** (the “**Effective Date**”).

**Between:**

(1) **SMOO.TH**, a company under incorporation in France;

“**SMOO.TH**”

–and–

**CryptoExperts** a French company residing at:

“**Auditor**”

SMOO.TH and **CryptoExperts** are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**Auditor** is referred to as ‘**Receiving Party**’ when it receives or uses the Confidential Information disclosed by SMOO.TH or its Representatives and the latter is referred to as ‘**Disclosing Party**’ when it discloses Confidential Information directly or through any of its Representatives to auditor o any of its Representatives.

**Recitals:**

A. **WHEREAS**, SMOO.TH and **Auditor** have indicated an interest in exploring a potential business relationship, cooperation or transaction (the “**Purpose**”) — although, nothing contained in this Agreement will obligate the Parties either to negotiate or to enter into any future business arrangement with respect to the Purpose.

B. **WHEREAS**, in the course of the discussions, each Party may disclose Confidential Information to the other Party.

C. **NOW THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms or expressions used and not otherwise defined herein will have the meaning set forth below:

1.1. “**Affiliate**” means, in relation to either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company;

1.2. “**Confidential Information**” means all information, knowledge, data or other proprietary information of SMOO.TH or its Afilliates, customers or partners furnished by Disclosing Party or its Representatives to Receiving Party or its Representatives, whether orally, in writing, electronically or in other tangible form, in connection with this Agreement or identified as confidential or proprietary at the time of disclosure by Disclosing Party or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, including but not limited to, information that is related to: (a) the business plans, cap table, financial agreements or operations of Disclosing Party, including future managers, officers or investors; (b) the research and development or investigations of Disclosing Party; (c) the business of any customer or partner of Disclosing Party; (d) Disclosing Party’s properties, employees, finances, operation or regulatory affairss; (e) any information about or concerning any third party (which information was provided to the Disclosing Party subject to an applicable confidentiality obligation to such third party); (f) software and related documentation including (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in Disclosing Party’s software; and (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to Disclosing Party’s software; and (g) technical drawings, algorithms, processes, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. Where the Confidential Information has not been reduced to written or other tangible form at the time of disclosure, and such disclosure is made orally or visually, the Disclosing Party agrees to identify it as confidential or proprietary at the time of disclosure. Confidential Information shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by Receiving Party or its Representatives which contain or are based upon, in whole or in part, the information furnished to Receiving Party or its Representatives pursuant hereto.

1.3. “**Person**” means any individual or entity however designated or constituted and includes any partnership, limited partnership, limited liability company, company or corporation with or without share capital, unincorporated association, trust, executor, administrator or other legal personal representative.

1.4. “**Representative**” means any employees, directors, officers, legal advisers, contractors, representative, auditors and other consultants of the relevant Party.

2. **INTERPRETATION**

1.5. Extended Meanings: Unless otherwise specified in this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders. The word “include”, “includes” or “including” will be interpreted on an inclusive basis and be deemed to be followed by the words “without limitation”.

1.6. Headings: The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.7. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of France, and shall be interpreted in all respects as a contract under French law. Any transaction, dispute, controversy, claim or action arising from or related to this Agreement shall be governed by the laws of France and shall be submitted to the exclusive jurisdiction of the Paris courts and all courts competent to hear appeals therefrom.

1.8. Entire Agreement: This Agreement, together with the incorporated materials, constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Agreement.

2. **CONFIDENTIALITY**

2.1. Essential Obligation: As a condition to SMOO.TH furnishing Receiving Party Confidential Information, Receiving Party hereby agrees (i) to treat and keep such

Confidential Information strictly confidential and that (ii) Confidential Information will be treated as belonging exclusively to SMOO.TH or the latter’s Representatives.

2.2. Restrictions: All Confidential Information provided to Receiving Party by Disclosing Party under this Agreement is confidential to Receiving Party and its Representatives.

2.2.1. Receiving Party shall refrain from disclosing, distributing, divulging, or communicating orally, in writing or otherwise any Confidential Information to any other Person.

2.2.2. Receiving Party and its Representatives may not use, reproduce, disclose, or otherwise make available the Confidential Information of Disclosing Party, or any part of it, directly or indirectly, for any other purpose than for the Purpose.

2.2.3. Receiving Party shall keep the existence of this Agreement and the transactions it contemplates confidential.

2.2.4. Receiving Party will only use the Confidential Information for its consideration of the Purpose and not for any other purpose.

2.3. Standard of Care: Receiving Party and its Representatives must take reasonable security precautions using a reasonable standard of care at least as great as the precautions they take to protect their own Confidential Information to keep the Confidential Information secret.

2.4. Exceptions: Notwithstanding the foregoing, Confidential Information may be disclosed:

2.4.1. with the consent of Disclosing Party (which consent may be withheld in the discretion of Disclosing Party);

2.4.2. if required by law;

2.4.3. in connection with legal proceedings relating to this Agreement;

2.4.4. if Receiving Party demonstrates the information is generally and publicly available;

2.4.5. to a Representative or to an Affiliate of Receiving Party, provided it is disclosed on a need-to-know basis and the Affiliate and/or Representative undertake to observe the obligations set out in this

Agreement to the same extent as the Receiving Party.

In situation referred to in clauses (2.4.2.) and (2.4.3) above, (a) Receiving Party shall disclose only that portion of the Confidential Information which is required, and (b) Receiving Party shall provide written notice to Disclosing Party prior to making such disclosure and provide details of the proposed form, nature and purpose of such disclosure so that Disclosing Party may seek a protective order or other remedy or waive compliance with this Agreement.

2.5. Exclusions: The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by Receiving Party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by Receiving Party; (c) at the time of disclosure to Receiving Party was known to such party free of restriction; or (d) Disclosing Party agrees in writing is free of such restrictions.

3. **NOTICE OF BEACH**

3.1. If Receiving Party becomes aware of any violation of this Agreement or any disclosure of Confidential Information by Receiving Party or any of its Representatives, other than as permitted by this Agreement, Receiving Party will immediately notify Disclosing Party in writing and, to the extent required by Disclosing Party, cooperate with Disclosing Party to investigate such violation, protect Disclosing Party’s interests, and to seek such remedies as may be available under applicable law.

4. **INJUNCTIVE RELIEF**

4.1. Receiving Party agrees that money damages may not be sufficient remedy for any breach of this Agreement and that the Disclosing Party may be entitled to seek specific performance as a remedy for any such breach, which shall not be deemed to be the exclusive remedy for Receiving Party’s breach of this Agreement. For example, Disclosing Party may seek an injunction if the Receiving Party or any of its Representatives breach or threaten to breach any of the provisions of this Agreement. Receiving Party shall, in any case, hold Disclosing Party harmless from and against any and all liabilities, claims, actions, losses, costs, expenses and attorney’s fees (including those incurred in the enforcement of this Agreement) which the Disclosing Party may incur as a result of the breach by Receiving Party of its Representatives of any provision of this Agreement.

5. **PROPRIETARY RIGHTS**

5.1. Neither Party is required to disclose any particular information to the other Party and any disclosure is entirely voluntary and is not intended to be construed as: (a) granting rights by license or otherwise under any trademark, patent, copyright or other intellectual property right; (b) creating a commitment as to any product, including the development or functionality of any product; (c) soliciting any business or incurring any obligation not specified herein; or (d) prohibiting either Party from associating themselves with competitors of the other party for purposes substantially similar to those involved herein.

6. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

6.1. Upon the Disclosing Party’s written request, the Receiving Party shall promptly and no later than within 30 days after such written request, return or destroy (provided that any such destruction shall be certified by a duly authorized Representative of the Receiving Party) all Confidential Information of the Disclosing Party and all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or an intangible media, such as electronic mail or computer files) in the Receiving Party’s possession or in the possession of any Representative of the Receiving Party; provided, however: (i) that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; (ii) that the Receiving Party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies; and (iii) that the Receiving Party shall not be obligated to return or destroy Confidential Information of the Disclosing Party to the extent the Receiving Party is required to retain a copy pursuant to applicable law, and further provided that the Receiving Party will not,

and the Receiving Party will use reasonable measures to cause its employees not to, access such Confidential Information so archived or backed-up.

7. **NO REPRESENTATION OR WARRANTY**

7.1. Each Party hereto acknowledges that neither it nor its Representatives nor any of the officers, directors, employees, agents or controlling persons of such Representatives makes any express or implied representation or warranty as to the completeness of the Confidential Information and agrees that Disclosing Party will have no liability, direct or indirect, to Receiving Party relating to or resulting from the Confidential Information or the use thereof, errors therein, or omissions therefrom. All Confidential Information is provided “as is”. SMOO.TH will not be liable to the Receiving Party for damages arising from any use of Confidential Information, from errors, omissions or otherwise.

8. **MISCELLANEOUS**

8.1. Notice: Any notices required or permitted hereunder shall be given to the appropriate Party at the address and the notice contact specified below.

To **Auditor**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To SMOO.TH: Jonathan Giamporcaro, 17 rue Olympe de Gouges, 92600 Asnieres-sur-seine

8.2. Counterparts & Transmission by Facsimile: This Agreement may be executed in one or more counterparts, each of which are deemed to be an original but all of which, when taken together, constitute one and the same instrument. Electronic signatures or by other electronic means (including email) will be deemed to be originals.

8.3. Non-Waiver: No Party is deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing and signed by an authorized representative of the waiving party. Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise of any other right, power or remedy. No waiver of any breach of this Agreement is a waiver of any other breach.

This Agreement is signed by duly authorized representatives of the Parties.

**SMOO.TH:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jonathan Giamporcaro

Title: CEO

Date: 03/23/2024

**Auditor:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: