

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made between:

1. BuscoRoomies-SARL, incorporated at 5, Chemin de la Nauze, 81 300 Graulhet, FRANCE,  
  
and
2. Vinicius VIEIRA ("Recipient");

(BuscoRoomies and Recipient together the "Parties" and each a "Party") regarding the commercial, legal, and/or advisory relationships (the "Relationship").

The Parties agree as follows:

### 1. Definitions

- (a) "Confidential Information" shall mean any information disclosed in whatever form by Discloser to Recipient relating to BuscoRoomies, its business ideas or activities (including all financial, business, and legal information and any information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible and including all copies, abstracts, summaries, analyses and other derivatives thereof). Confidential Information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by Recipient.
  - (b) "Representatives" shall mean all directors, members, advisors, employees, or persons acting in the name of a Party.
2. Discloser will disclose to Recipient Confidential Information at its sole discretion. All Confidential Information is provided "AS IS." Discloser will not be liable to Recipient for damages arising from any use of the Confidential Information, from errors, omissions or otherwise. Recipient shall not acquire any right in the Confidential Information; all of Discloser's rights in and to its Confidential Information remain the exclusive property of Discloser. Neither this Agreement, nor any disclosure of Confidential Information hereunder (a) grants to Recipients any right or license of any kind (b) obligates either party to disclose or receive any information, perform any work, or enter into any agreement, (c) limits the Parties from operating their business in any way.
  3. Recipient shall only be entitled to use Confidential Information for the sole purpose of the Relationship and shall not disclose Confidential Information to anyone without prior written consent of Discloser, except (i) if required according to any statutory requirement or court order, or (ii) to its Representatives, but only on a need-to-know basis relating to the Relationship. Recipient shall ensure that its Representatives comply with this Agreement and implement reasonable security procedures intended to avoid the unauthorized disclosure of Confidential Information. Each party shall be responsible for any breach of its confidentiality obligations by its Representatives. The recipient will promptly notify Discloser of any unauthorized disclosure.

4. Confidential Information and all records and materials developed therefrom shall be returned or destroyed upon Discloser's request. Recipient shall be allowed in the ordinary course of its business to retain Confidential Information to comply with legal or bona fide internal policies. Recipient shall inform Discloser about the reason and the relevant piece of information if Confidential Information is not deleted at request.
5. This Agreement shall remain in force for a period of two (2) years. The confidentiality obligations of this Agreement, as they apply to any proprietary information disclosed before termination, will survive termination for a period of five (5) years; *provided*, the Recipient obligations hereunder shall survive and continue in effect thereafter for any proprietary information that is a trade secret under applicable law.
6. Recipient acknowledges that the Confidential Information constitutes valuable business assets of Discloser, the unauthorized use of which may damage Discloser. Recipient will indemnify Discloser from and against all claims, costs, expenses, loss, or damage to whatever nature suffered by Discloser which arise directly or indirectly from the unauthorized disclosure or use of the Confidential Information. Due to the unique nature of the Confidential Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser but also irreparable harm for which monetary damages will not be an adequate remedy. Therefore, the Discloser shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach.
7. Any disputes arising out of or in connection with this Agreement shall be governed by the law of the French jurisdiction. The prevailing Party in any legal proceeding brought by one Party against the other Party shall be entitled to recover its legal expenses, including court costs and reasonable attorneys' fees.

**BuscoRoomies**

Name: Jeanne SOLOFRIZZO

Position: CEO

Place: Paris

Date: 02/02/2024

Signature:



**Vinicius VIEIRA**

Place: London

Date: 02/02/2024

Signature: Vinicius Souza