

NON-DISCLOSURE AGREEMENT - Developer

In order to evaluate and possibly enter into a business transaction (the "**Purpose**"), GLASSGEN Ltd., for itself, its subsidiaries and affiliates (its "**Group Companies**"), and the other party identified below hereby agree:

1. The Effective Date of this agreement will be the date the last party signs this agreement.
2. A party (the "**Discloser**") may disclose to the other party (the "**Recipient**") information pertaining to a party and its Group Companies, whether indicated as confidential or not ("**Confidential Information**"). This shall include technologies, computer programs, server access, reports, data, information, graphic materials, techniques, designs, codes, business ideas, business strategies, procedures, pricing and methods. Each party agrees to strictly comply with all applicable law relating to personal data protection.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, Group Companies, client, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law, if it provides reasonable prior notice to the other party, unless the law requires that the other party not to be given notice.
5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as they relate to Confidential Information that is disclosed before termination.

6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires two years from disclosure. This agreement imposes no obligation to proceed with any business transaction.
7. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
8. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
9. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together, will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
10. This agreement is governed by the laws of Ireland. In the event of a dispute arising between the parties in relation to this agreement, the dispute shall be referred to and finally resolved by arbitration in Ireland and is governed by the Arbitration Ordinance ("AO") which is modeled on the United Nations Commission on International Trade Law ("UNCITRAL") Model Law for the time being in force, which rules are deemed to be incorporated by reference to this clause. The language shall be English.
11. Both parties have read and agree to the terms of this agreement. By signing this agreement, both parties represent and warrant that they have the authority to bind the entity named below to these terms and conditions.

GLASSGEN Ltd, December 11th 2024

Signed:



Name: Ed Therville

Title: Managing Director

Registered Address: Butler's court - Block C, 77 Sir Rogerson's quay, Grand Canal Docklands, Dublin 2 D02VK60, Ireland

Signed:



Name: Baptiste Gratens

Title: Developer

Registered Address: 17 rue de la liberté,
33470 Gujan-Mestras, France