



Monero Space Non-Disclosure Agreement

Last Amended 2020-10-29

This Volunteer Non-Disclosure agreement (the “Agreement”) is made between Monero Space LLC (“MS”) and [REDACTED] (“Volunteer”) and is effective [REDACTED]. MS and Volunteer may be referred herein separately as a “Party” and together as “Parties.” Volunteer is performing services for MS without promise, expectation or receipt of compensation for services rendered, and in the process may be exposed to Confidential Information (as defined below). The Agreement is intended to prevent the unauthorized disclosure of Confidential Information and to protect the privacy of users who interact with MS Platforms and Services.

1. **Confidential Information**

“Confidential Information” is proprietary information, in any form, format, or media including oral and written media, relating to MS’s business. This includes (but is not limited to) the following information: customer lists, user lists, user addresses, user donation records, user purchase records, cryptocurrency private keys, intellectual property, proprietary data, security measures, new products or services, forecasts or any other proprietary business information that, if disclosed, could affect the business of MS.

2. **Non-Disclosure**

Without MS’s prior written consent, Volunteer will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

3. **Use of Confidential Information**

Volunteer agrees to use the Confidential Information solely in connection with their appointed volunteer services and not for any purpose without the prior written consent of an authorized representative of MS. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Volunteer hereunder. The Volunteer agrees not to: 1) copy, modify, merge, transfer, resell, decompile or reverse engineer any Confidential Information; 2) create a derivative work from any Confidential Information; or 3) directly or indirectly design, create, manufacture, sell or otherwise deal with the Confidential Information or any item or product containing the Confidential Information.

4. **Ownership of MS Confidential Information**

Volunteer acknowledges and agrees that MS holds all ownership, trademark, copyright and other proprietary rights and interests to and in its Confidential Information, and that it is and shall at all times remain the sole and exclusive property of its Confidential Information.

5. **No Obligation to Consummate Relationship**

The Parties agree that no contract or agreement providing for a potential business relationship or arrangement involving or relating to the use of shared information or software shall exist until definitive agreements have been executed and delivered by duly authorized representatives of



each Party. Until such time, neither Party has no obligation of any kind with respect to any transaction by virtue of this Agreement or any oral representation. The furnishing of Confidential Information hereunder shall not obligate either Party into any further agreements or negotiations with the other Party or to refrain from entering into an agreement or negotiation with any third-Parties regarding the same or similar subject-matter.

6. **Return of Confidential Materials**

Upon MS's request, or upon the Volunteer's decision to cease performing services for MS, Volunteer shall immediately return all original materials provided by MS and any copies, notes, reports, records, summaries or other documents in Volunteer's possession pertaining to Confidential Information. Notwithstanding the return of the Confidential Information, Volunteer will continue to be bound by its obligations of confidentiality hereunder.

7. **Term and Survival**

This Agreement and Volunteer's duty to hold Confidential Information in confidence shall remain in effect until whichever of the following occurs first: (a) MS sends Volunteer written notice releasing it from this Agreement, (b) Confidential Information disclosed under this Agreement ceases to be confidential, or (c) Volunteer decides to stop providing volunteer services to MS. Notwithstanding the above, all sections of this Agreement relating to the rights and obligations of the Parties with respect to the Confidential Information disclosed during the term of the Agreement shall survive any such termination or expiration of the Agreement. For the avoidance of doubt, Confidential Information related to user and customer addresses, user and customer emails, user and customer full names, user and customer personal information, user and customer messages, and other sensitive user and customer data, shall never be shared by Volunteer even after the termination of this Agreement so long as it meets the definition of Confidential Information above.

8. **Notice of Immunity from Liability**

Either Party shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

9. **No Liability or Warranty**

MS and its authorized representatives (a) makes no representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information or (b) will have any liability to the Volunteer relating to or resulting from any error in any Confidential Information or omission there from. Only representations or warranties made in a final definitive agreement



regarding any transaction contemplated hereby, when, as and if executed, and subject to the limitations and restrictions stated therein, will have any legal effect.

10. **Remedies**

Volunteer acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect MS's goodwill and other proprietary interests, and the safety of its users and customers, and that a breach of this Agreement by it will result in irreparable and continuing damage to MS's business and its customers and users for which there may be no adequate remedy at law. Accordingly, without prejudice to other rights and remedies which may be otherwise available to Parties at law or in equity (including money damages), in the event of any breach of the provisions of this Agreement, MS shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, without the posting of a bond or other security, in addition to all other remedies available to MS at law or in equity.

11. **General Provisions**

- a. **Severability**. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- b. **Integration**. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- c. **Waiver**. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- d. **Governing Law and Jurisdiction**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles or conflicts of law. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN COOK COUNTY, ILLINOIS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY AGREES NOT TO COMMENCE, OR COOPERATE IN OR ENCOURAGE THE COMMENCEMENT OF, ANY SUCH ACTION, SUIT OR PROCEEDING, EXCEPT IN SUCH A COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH AN ACTION, SUIT OR PROCEEDING.



Monero Space LLC:

_____ (Signature)

Name: _____

Title: _____

Date: _____

Volunteer:

_____ (Signature)

Name: _____

Title: _____

Date: _____