

STANDARD MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the 16-12-2021

by and between:

NOW NETWORK GROUP, a company incorporated under the laws of **India** and whose principal place of business is at the address **5TH FLOOR, FLAT NO.5001, PARAS PANORAMA A-1 TOWER, SECTOR-126, MOHALI, SAS Nagar, Punjab, 140301**, represented by director **SANDEEP KAUR**;

AND

Sum and Substance Ltd., a company organized and existing in Great Britain, with a registered address whose registered office is at 30 St. Mary Axe, London, England, EC3A 8BF, represented by director Yakov Sever.

RECITALS:

WHEREAS the Parties are engaged in discussions and/or negotiations in contemplation of a possible commercial relationship (the “**Transaction**”) and/or the Parties have entered into a commercial agreement (the “**Main Agreement**”) and the Parties wish to disclose to each other certain information in order to evaluate the Transaction and/or in connection with the Main Agreement;

WHEREAS the information to be disclosed by each Party (the “**Disclosing Party**”) is highly confidential and of considerable value and the transfer of some or all of such information and/or disclosure thereof to any third party is liable to cause severe and irrevocable damage to the party disclosing such information;

WHEREAS each Disclosing Party is willing to disclose such information to the other Party (the “**Receiving Party**”) subject to the Receiving Party’s undertaking to maintain the Confidential Information (as defined below) in strict confidentiality, all as detailed hereunder.

NOW, THEREFORE, the Parties herein agree as follows:

1. The recitals and exhibits hereto form an integral part of this Agreement.

2. The term, “**Confidential Information**” shall mean all information of confidential nature in any and all media disclosed by the Disclosing Party to the Receiving Party including, without limitation all information, analyses, compilations, studies, documents, books, papers, drawings, ideas, concepts, systems, processes, procedures, methods, models, sketches and all embodiments of any of the foregoing (whether communicated orally, in written form or stored in any other media) regarding the Disclosing Party or its affiliates, regardless of whether the information is specifically marked or designated as “confidential” or not including, without limitation, any end user information collected through cookies (first party or third party), IP address, user agent, platform, anonymous user ID, mobile device identifiers such as IDFA (Identifier For Advertisers), Android ID (Android device), Google Advertiser ID, and any information concerning the Disclosing Party’s business activities and strategies, financial information, customer and supplier lists, intellectual property, technology, research, marketing information or plans and information regarding the Disclosing Party’s products and services. Except as otherwise indicated in this Agreement, the term “Disclosing Party” shall also include all entities affiliated with or related to the Disclosing Party. For the avoidance of doubt, Confidential Information shall include any such information disclosed by the Disclosing

Party to the Receiving Party prior to the signing of this Agreement and the existence of the relationship between the parties hereto.

3. The obligations of the Receiving Party regarding the confidentiality of Confidential Information shall not apply to any information which (a) the Receiving Party can demonstrate was known to the Receiving Party or in its possession at the time of disclosure without any confidentiality obligation; (b) is or becomes available to the public other than as a result of improper action by the Receiving Party or its employees or its advisors; (c) is independently developed by the Receiving Party without reliance on or use of the Confidential Information or any part thereof and the Receiving Party can show written proof of such independent development; (d) required to be disclosed by applicable law, stock exchange, regulatory authority or a valid court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to obtain a Protective Order and the disclosure shall be limited to the extent expressly required; (e) is approved for release by prior written authorization of the Disclosing Party; or (f) the Receiving Party can demonstrate was disclosed by the Disclosing Party to a third party without any obligations of confidentiality.

4. The Receiving Party hereby undertakes to maintain all the Confidential Information in strict and absolute confidence and to refrain from any disclosure and/or publication and/or description and/or communication of the Confidential Information, in whole or in part, to any third party whatsoever. Furthermore, the Receiving Party shall at all times take the necessary precautions to keep the Confidential Information confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own confidential information.

5. The Receiving Party further undertakes not to use any Confidential Information for any purpose other than the Transaction and/or in connection with the Main Agreement and not to reverse engineer, de-compile or disassemble Confidential Information.

6. The Receiving Party shall not be prevented from disclosing any or all of the Confidential Information to such of its directors, officers, employees, advisors, agents and consultants (the “**Representatives**”) as are required to have knowledge thereof for the purposes of evaluating the Transaction and/or the in connection with the Main Agreement, provided that each such Representative is bound by obligations of confidentiality to the Receiving Party no less restrictive than those contained herein and provided that the Receiving Party shall remain liable for any act or omission by its Representatives that, if done by the Receiving Party, would be a breach of the terms of this Agreement.

7. The Confidential Information is and shall always remain the exclusive property of the Disclosing Party, and the Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Confidential Information. The Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly.

8. The disclosure to the Receiving Party of the Confidential Information or its use by the Receiving Party shall not be construed in any way as a grant to the Receiving Party of any right or license with respect to the Confidential Information other than the right to use the same strictly in accordance with the terms of this Agreement.

9. Upon the Disclosing Party's first written request and in any event, immediately following the termination of the negotiations regarding the Transaction and/or the termination of the Main Agreement, as applicable), the Receiving Party shall: (a) promptly return to the Disclosing Party all Confidential Information of any type whatsoever that has been or shall be given to the Receiving Party, as well as all copies thereof; and (b) take all necessary steps to ensure the prompt return by the Receiving Party's present or former Representatives to the Disclosing Party of all Confidential Information of any type provided to or in the possession or control of such persons; and (c) immediately cease all further use of the Confidential Information; and (d) destroy all memoranda, analysis, summaries and any other written material of any kind prepared by the Receiving

Party based upon or relating to the Confidential Information, and provide the Disclosing Party with a written certification confirming that such destruction has occurred in accordance with this Section 9(d).

10. The Receiving Party understands that the Disclosing Party does not make any representations or warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party and its directors, officers, employees and advisors shall have no responsibility, liability or obligation to the Receiving Party as a result of the Receiving Party's use of the Confidential Information and the Receiving Party hereby waives any rights that it may have towards the Disclosing Party and its directors, officers, employees and advisors with respect to such Confidential Information.

11. Without affecting any other rights and remedies that the Disclosing Party may have, the Receiving Party hereby acknowledges and agrees that damages would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the Disclosing Party shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of this Agreement.

12. The Receiving Party's undertakings hereunder shall survive for a period of three (3) years following the latest disclosure of the Confidential Information.

13. It is agreed that the Receiving Party will immediately inform the Disclosing Party of any damage to or accidental loss of the Confidential Information, including transfer or use by persons not authorized.

14. The rights and obligations set forth in this Agreement are intended to prevent the disclosure by either party of Confidential Information belonging to either the Disclosing Party or any of its affiliated or related companies. It is the intention of the parties hereto that such affiliated or related companies shall be entitled to enforce the terms of this Agreement, although the parties hereto may vary or rescind this Agreement without the consent of such companies.

15. The execution of this Agreement shall not obligate a party hereto to proceed with any business relationship or business collaboration with the other party. Further, neither the execution of this Agreement nor the disclosure or receipt of Confidential Information shall prevent either party hereto from (i) establishing relationships or partnerships with third parties who operate in the same or similar industries to either party hereto or (ii) receiving information similar to the Confidential Information from a third party.

16. This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between the parties. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each party hereto.

17. No delay or omission to exercise any right, power, or remedy accruing to any party hereto upon any breach or default by the other under this Agreement shall impair any such right, or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.

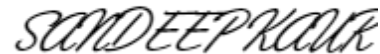
18. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with English law. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law. All disputes, claims or differences whatsoever arising out of or in connection with these terms or of any other relevant documentation, including any question regarding their existence, validity or termination, whether contractual or non-contractual, shall be referred to and finally resolved by arbitration under the arbitration rules of the London Court of Arbitration ("LCIA Rules") which rules are deemed to be incorporated by reference into these terms. The arbitral tribunal shall comprise three arbitrators. The arbitral tribunal shall consist of one arbitrator appointed by each party and the third jointly

appointed by the other two arbitrators. The third arbitrator who shall be the presiding arbitrator must either be qualified to practise as a barrister or a solicitor in England and Wales as at the date of his or her appointment. The seat, or legal place, of arbitration shall be London. and the language used in the arbitral proceedings shall be English. This arbitration provision shall also be governed by, and construed in accordance with, the laws of England and Wales. Any award made by the arbitral tribunal shall be final and binding and may be entered and enforced in any court having jurisdiction.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorised as of the date set forth below.

Signed by:

Name: **SANDEEP KAUR**

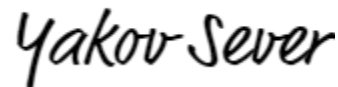


Title: **Director**

16 / 12 / 2021

Signed for and on behalf of **Sum and Substance Ltd:**

Name: **Yakov Sever**



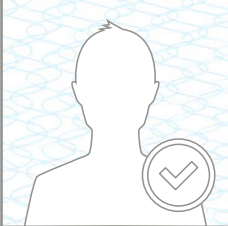

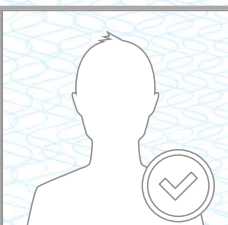

Title: **Director**

16 / 12 / 2021

Signature Certificate

Document Ref.: WQDA4-VWTEM-SZVWC-MZG4N

Document signed by:

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|  | SANDEEP KAUR Verified E-mail: support@stablecoin.co.in IP: 103.65.30.164 Date: 16 Dec 2021 16:40:13 UTC |  |
|  | Yakov Sever Verified E-mail: jsever@sumsub.com IP: 213.21.58.34 Date: 16 Dec 2021 17:04:50 UTC |  |

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Page 1 of 1



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