

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the “Agreement”) is made and entered into as of 04/09/2023 by and between MoGi Ltd having its office at 104 Lower Baggot Street; DO2 Y940 Dublin 2; Ireland (hereinafter referred to as the “Company”) and test USDTC; \$VAR\_COUNTRY\$; ; \$VAR\_REGION\$; ; (hereinafter referred to as the “Supplier”).

1. **Purpose.** The Company and the Supplier wish to explore a business opportunity of mutual interest and in connection with this opportunity, the Company may disclose to the Supplier certain confidential technical and business information which the Company wishes that the Supplier treat as strictly Confidential Information.
2. **“Confidential Information”** means any information disclosed to the Supplier by the Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including, but not limited to, documents, business plans, source code, documentation, financial analysis, marketing plans, customer names, customer list, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information. Confidential Information may also include information disclosed to the Company by third parties. Confidential Information shall not, however, include any information which the Supplier can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Supplier by the Company; (ii) becomes publicly known and made generally available after disclosure to the Supplier by the Company through no action or inaction of the Supplier; or (iii) is in the possession of the Supplier, without confidentiality restrictions, at the time of disclosure by the Company as shown by the Supplier's files and records immediately prior to the time of disclosure.
3. **Non-Use and Non-Disclosure.** The Supplier agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Supplier and the Company. The Supplier agrees not to disclose any Confidential Information to third parties or to employees of the Supplier, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Supplier shall not reverse, engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Company's Confidential Information and which are provided to the Supplier by the Company. The Supplier agrees to only communicate with the Company directly and not with the Company's clients at any time and under no circumstances.
4. **Maintenance of Confidentiality.** The Supplier agrees that he/she shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Supplier shall take at least those measures that the Supplier takes to protect their own most highly confidential information and shall have their employees who have access to said Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Supplier shall not make any copies of Confidential Information unless the same are previously

approved in writing by the Company. The Supplier shall reproduce the Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Supplier shall immediately notify the Company in the event of any unauthorized use or disclosure of the Confidential Information.

5. **Non-Compete**: The Supplier shall not, so as to compete with the Company during or after the termination of this agreement, directly or indirectly on his/her own account or on behalf of or in conjunction with any person, firm, company or other entity provide or canvass or solicit or by any other means contact to any **actual or potential customer** of the Company to or in respect of whom the Supplier:
  - a. provided services on behalf of the Company; or
  - b. had material dealings in connection with his/her engagement; or
  - c. was introduced by any member of the Company with a view to performing services in connection with his/her contract.
6. **No Obligation**. Nothing herein shall obligate the Company or the Supplier to proceed with any transaction between them, and each party reserves the right, in their sole discretion, to terminate the discussions contemplated by this Agreement concerning the business venture.
7. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
8. **Return of Materials**. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Supplier shall be and remain the property of the Company and shall be promptly returned to the Company upon the Company's request.
9. **No License**. Nothing in this Agreement is intended to grant any rights to the Supplier under any patent, copyright, trademark or other intellectual property right of the Company, nor shall this Agreement grant the Supplier any rights in or to Confidential Information, except as expressly set forth herein.
10. **Economic Rights**. The full scope of economic rights over the translation shall be transferred by the Supplier to the Company.
11. **Moral Rights**. The Supplier hereby agrees and gives their consent to the Company and all further right holders of the translation:
  - a. To disclose the translation,
  - b. To use the translation without indication of author's name,
  - c. To make any changes, amendments, additions, corrections, reductions of the translation,

- d. To supply the translation with illustrations, commentaries, or any other explanation,
  - e. To make the translation a part of another work or object of intellectual property.
12. **Remedies.** Supplier agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling the Company to obtain injunctive relief in addition to all legal remedies.
13. **Supplier Information.** The Company assumes no obligation, either expressed or implied, with respect to any information disclosed by Supplier.
14. **Payment Terms.** Company will pay Supplier 45 days from receipt of invoice either by Paypal or bank transfer. Each invoice must be sent within 60 calendar days upon approval of PO in order to be processed, otherwise it will be considered void.
15. **Miscellaneous.** This Agreement shall be binding and ensuring the benefits of the parties hereto. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto.
16. This Agreement is subject to Irish law and only the courts in Dublin are competent.

**COMPANY**

**MoGi Ltd**  
104 Lower Baggot Street  
DO2 Y940 Dublin 2  
Ireland

**Supplier**

**test USDTC**

**\$VAR\_COUNTRY\$**

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(Signature)

(Signature)

Please sign this agreement on EVERY page.  
We cannot accept NDAs that do not meet  
this requirement.