

NON DISCLOSURE AGREEMENT (NDA)

This Non-disclosure Agreement (« Agreement ») is entered into effective 01/08/2024 between :

Gandev (the “Disclosing Party”), hereinafter referred to as the “Disclosing Party”, which expression shall mean and include its authorized representative, associates, affiliate, partners it may be appointing on its behalf or who benefit from this Agreement,

And

Senrin Sim, hereinafter referred to as the “Recipient Party”, which expression shall mean and include its authorized representative, associates, affiliate, partners it may be appointing on its behalf or who benefit from this Agreement.

The Disclosing Party and the Recipient Party are referred to each as a Party and collectively as the Parties.

The Parties wish to discuss certain business opportunities. These discussions may require the Disclosing Party to disclose Confidential Information to the Recipient Party. The Parties wish to protect that Confidential Information.

1. CONFIDENTIAL INFORMATION. As used in this Agreement, “Confidential Information” means all non-public information related to the Business, including without limitation, financial information, technical information, marketing information, cost information, sales information, customer information, operating information, product information, all documents, reports, plans, formulas, compilations, devices, techniques, data, materials, methods, processes, sources, and any other information, however described, which is, or could be, valuable in the type of business in which Disclosing Party is engaged. Disclosing Party makes no representation or warranty with respect to any Confidential Information provided to Recipient. Recipient shall not have any ownership rights or license with respect to any Confidential Information, and shall not use any Confidential Information for its benefit without Disclosing Party’s prior written consent.

2. INJUNCTIVE RELIEF. The parties recognize that irreparable injury will result to the Disclosing Party and others in the event of a breach of this Agreement, and that this covenant not to disclose is an inducement to the Disclosing Party to disclose the information contemplated hereunder. It is hereby agreed that in the event of a breach, Disclosing Party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Recipient, or Recipient’s owners, managers, agents, employees, consultants and representatives, and all other persons acting for or in concert with Recipient.

GANDEV	SENRRIN SIM
	