

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ('**Agreement**') is made January 11, 2022 ('**Effective Date**'), by and between Entrust Corporation, a Delaware corporation, having its principal place of business at 1187 Park PL, Shakopee, Minnesota 55379-3817 USA on behalf of itself and its subsidiaries ('**Entrust**') and MT4 Tecnologia Ltda having its principal place of business at Rua Joaquim Antunes, n. 767, cj. 6, - Pinheiros São Paulo - SP CEP 05415-012 Brazil ('**Company**').

1. Purpose. Entrust and Company desire to disclose certain Confidential Information to the other party on a confidential basis only for the purpose of evaluating a possible business transaction between the parties (the '**Purpose**').

2. Confidential Information. '**Confidential Information**' means any non-public information provided by the disclosing party ('**Discloser**') to the receiving party ('**Recipient**') that the Discloser considers confidential or proprietary including but not limited to intellectual property, know-how, trade secrets, product designs, product specifications, formulas, compositions, software, drawings, processes, technical, sales, marketing, financial and other strategic or sensitive business information or data, including any copies or tangible embodiments containing such information. Confidential Information must either be designated as confidential when it is disclosed or be information that from all relevant circumstances should reasonably be known to be confidential or proprietary; provided that all Entrust financial information is Confidential Information whether or not it is so designated.

3. Exceptions. Confidential Information does not include information that:

- a. entered the public domain other than as a result of the act or omission of Recipient or a breach of this Agreement;
- b. was in the public domain at the time of disclosure;
- c. was received from a third party without a duty of confidentiality to Discloser; or
- d. by written evidence, was known to or developed by the Recipient independent of and without access to, or reliance on the Discloser's Confidential Information.

4. Restrictions on Disclosure and Use. Recipient shall:

- a. not disclose Confidential Information except to those employees, consultants, agents or representatives who have a need to know the information in furtherance of the Purpose ('**Representative**') and who are bound by written confidentiality obligations no less restrictive than those contained in this Agreement. Recipient shall be responsible for any breach of this Agreement made by any Representatives as if Recipient itself had committed such breach;
- b. use the same degree of care to protect and ensure the confidentiality of the Confidential Information as it uses for its own confidential information, but not less than a reasonable degree of care;
- c. not use the Confidential Information, or permit it to be accessed or used for any purpose other than the Purpose without the prior written consent of Discloser;
- d. not use or exploit the Confidential Information for its own benefit or that of any third party; and
- e. not attempt to reverse engineer, decompile, redesign, disassemble or design around any Confidential Information.

5. Compelled Disclosure. If Recipient is required to disclose Confidential Information in response to an order of a court, administrative or other governmental body, Recipient agrees to the extent permitted by law to notify Discloser promptly of such requirement so that the Discloser has the opportunity to contest the disclosure or obtain a protective order. If no such protective order is obtained in a timely fashion, Recipient may without liability hereunder disclose only that portion of the Confidential Information that Recipient's legal counsel advises is legally required to be disclosed.

6. Ownership; No License Granted. All Confidential Information remains the property of Discloser. No license, right, title or interest in any Confidential Information or any intellectual property right, either express or implied, is granted or implied by this Agreement or the disclosure of the Confidential Information.

7. Warranty. Each party warrants that it has the right to make the disclosures under this Agreement. Confidential Information disclosed hereunder is provided 'as is,' without any other warranty either express or implied.

8. Relationship; No Commitment or Liability. This Agreement shall not be construed to create any obligation on either party to disclose any information to the other party, to enter into a business relationship or to take any action of any kind based on the Confidential Information. Neither party shall be liable to the other for any expenses, losses, damages or actions of any kind incurred or undertaken by the other party in reliance on any information supplied under this Agreement.

9. Import; Export. Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

10. Copies; Return of Confidential Information. Recipient will not copy or duplicate any materials containing Confidential Information except as necessary to accomplish the Purpose. Any copies made shall retain the confidential or proprietary markings of Discloser. Recipient will return or destroy all materials containing Confidential Information upon written demand from Discloser. No copies may be kept except as required by applicable law.

11. Term and Termination. This Agreement shall become effective as of the Effective Date and shall automatically expire three (3) years from the Effective Date. Confidential Information disclosed under this Agreement will be protected in accordance with the terms hereof for as long as such Confidential Information has not become subject to one of the exceptions in Section 3. Either party may terminate this Agreement prior to its expiration date by giving the other party thirty (30) days prior written notice; provided that the termination of this Agreement shall not affect the obligations of the parties with respect to Confidential Information disclosed prior to the effective date of such termination.

12. Remedy. The parties acknowledge that they may be irreparably harmed by, and that monetary damages may not be a

sufficient remedy for the unauthorized disclosure or use of Confidential Information and that Discloser shall be entitled to seek injunctive relief or equitable relief in a court of competent jurisdiction without waiving any other rights or remedies.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. For purposes hereof, facsimile, electronic or scanned copies of this Agreement, including the signature pages hereto, will be deemed to be originals.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, USA, without regard to its conflict of law provisions. The parties hereby expressly submit to the non-exclusive jurisdiction of and venue in the United States District Court for the District of Minnesota or the District Courts of Hennepin County, Minnesota.

15. Assignment: Neither party may assign or otherwise transfer this Agreement nor any rights or obligations under this Agreement, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign the Agreement to an Affiliate or any acquirer in connection with a corporate reorganization, acquisition, merger, divestiture, or sale of all or of substantially all of such party's equity securities or assets, in which case consent shall not be required. This Agreement shall benefit and bind the parties and their respective successors, heirs, legal representatives and permitted assigns.

16. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

17. Entire Agreement; Amendments. This Agreement represents the only and complete agreement between the parties concerning the exchange of Confidential Information provided for the Purpose and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, related thereto. This Agreement may not be amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ENTRUST CORPORATION

Signature: 

Printed Name: Lisa Tibbits

Title: Chief Legal & Compliance Officer

MT4 Tecnologia Ltda

DocuSigned by:

Signature: 
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Printed Name: _____

Title: _____