



MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This agreement (“Agreement”) is made and entered into as of the date listed in the signatory section under “Tristan Chaudhry” (“Effective Date”), between Zalate LLC (“Zalate”), and Tristan Chaudhry listed in the signatory section (“Tristan Chaudhry”) (each a “Party” and together the “Parties”).

WHEREAS, in order to support business relationships, or to facilitate the evaluation, negotiation and implementation of transactions between or involving the Parties (a “Transaction”), the Parties may receive, at any time and from any source, proprietary and confidential information belonging to or regarding the other Party or its affiliates or agents, including without limitation (i) information regarding any Transactions, business plans, operations, financial terms, relationships, legal matters, and company policies; (ii) software, trading algorithms, data, reports, projections, assumptions, diagrams, templates, presentations, proposals, and communications; and (iii) draft or executed agreements, including without limitation this Agreement (together, the “Confidential Information”).

NOW, THEREFORE, the Parties hereby agree as follows:

- 1: Presumption.** All information exchanged by the Parties shall be presumed Confidential Information unless agreed otherwise in writing.
- 2: No Disclosures.** Except as authorized by this Agreement or applicable law, no Party shall disclose any Confidential Information to any third party without the prior written consent of the other Party. Each Party shall make best efforts to protect the Confidential Information from unauthorized disclosures to any third party.
- 3: Term.** This Agreement and each Party’s obligations under this Agreement expire five (5) years after the Effective Date of this Agreement unless otherwise agreed upon in writing.
- 4: No Circumventions.** During the Term of this Agreement, no Party or its successors, relatives, partners, or assigns shall for the purpose of circumventing the other Party, seek to solicit or do business with any persons or businesses introduced to or disclosed by the other Party, the result of which is or may be to prevent the Disclosing Party from realizing or recognizing a profit, fees or otherwise except with the prior written consent of the other Party.
- 5: Use.** Each Party shall use the Confidential Information solely to further the mutually beneficial business conducted by the Parties during the Term of this Agreement. No Party shall have any license to use the intellectual property of the other Party.



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- 6: Standard of Care.** Each Party shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of the Confidential Information, which care shall not be less than the degree of care that Party uses to protect its own Confidential Information of a similar nature. For clarification, this does not permit Party to allow third parties to whom it generally permits access to Party's confidential information, access to the other Party's Confidential Information.
- 7: Representatives.** Notwithstanding anything to the contrary, each Party may disclose Confidential Information to its affiliates and agents (together, the "Representatives") with a need to know, provided that each Representative agrees to comply with this Agreement. Each Party shall be liable for any breach of this Agreement by its Representatives.
- 8: Compliance.** Notwithstanding anything to the contrary, each Party may disclose Confidential Information to any government, regulatory, or judicial agency to comply with any legal requirement or order, provided that the Party makes best efforts to notify the other Party as early as practicable.
- 9: Disposal.** Upon written request from any Party, the other Party shall promptly return, transfer, store, or destroy the Confidential Information, and any related materials, in the possession or control of the other Party or its Representatives, to the extent feasible. Nonetheless, the Party and its Representatives may retain Confidential Information to the extent necessary to comply with applicable law or best practices.
- 10: Parties.** This Agreement shall bind and benefit the Parties and their respective agents, affiliates, representatives, successors, and permitted assignees. No third party has any rights or obligations under this Agreement. No Party shall assign this Agreement in whole or in part to any third party without the prior written consent of the other Party, except for assignments to affiliates or successors of the Party (which require prior written notice to the other Party).
- 11: Relationship.** Except as agreed otherwise in writing, (a) the Parties have no independent contractor, employment, agency, affiliation, partnership, joint venture, client, customer, services, or other relationship; (b) no Party has any obligations to disclose information to the other Party; and (c) no Party has any obligations to draft, negotiate, offer, execute, or perform any other agreement. No Party shall make any representations to the contrary to any third party.



12: Pursuit. Should Tristan Chaudhry conduct business with other Parties on the Zalate Platform without the involvement of a Zalate representative, and without including Zalate in the communication and discussions leading up to the successful completion of a transaction of any quantity of cryptocurrencies, Zalate has up to 120 days from the completion of the transaction to request a payment as a marketing fee. The marketing fee is to be determined by all Parties involved in the transaction.

13: No Representations. No Party makes any representations or provides any warranties (express or implied) regarding the Confidential Information.

14: Publicity. No Party shall publish or authorize the publication of any reference to the other Party, or its projects, products, or services, in any product, manner, or media (whether existing now or in the future), except with the prior written consent of the other Party.

15: Indemnification. Each Party shall indemnify and hold harmless the other Party and its affiliates and agents from any third-party claims, damages, costs, or expenses caused by the indemnifying Party or its agents or affiliates. The indemnifying Party shall promptly advance, pay, or reimburse the legal expenses of the indemnified person upon request.

16: Remedies. Due to the risk of irreparable harm, each Party shall have the right to seek equitable or injunctive relief from any breach or violation of the other Party.

17: Data. Data collected by Zalate that is derived from the use of Zalate's website or mobile application is exempted from the non-disclosure and non-circumvention agreement described in this document. All data collected may be used by Zalate, including third-parties. Zalate may use data collected from its platform for any purposes it deems fair for the use of business relationships and business activities.

18: Enforcement. This Agreement shall be governed solely by the laws of New York and by any courts with lawful jurisdiction.

19: Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is determined to be unenforceable, then the Parties contemplate that the court making such determination shall modify such provision and enforce it in its modified form for all purposes contemplated by this Agreement.



20: Integration. This Agreement contains the entire understanding of the Parties regarding the subject matter. This Agreement entirely supersedes and replaces any prior, contemporaneous, or external statements, representations, or agreements between the Parties. The remedies in this Agreement are non-exclusive and cumulative of any other remedies allowed by applicable law. This Agreement may be executed, amended, and terminated by written counterparts. Any unlawful or unenforceable provisions shall be modified or severed as necessary to conform with applicable law, with no impact on the other provisions. Any waivers, amendments, or notices shall be written. All writings may take any lawful form, including electronic.

WHEREFORE, with the intention of being legally bound, the undersigned Parties hereby execute this Agreement as of the Effective Date.

Zalate

Company: Zalate LLC

Name: Itzhak Nakash

Position: CEO

Date Signed: Mon Oct 01 2018

Sign: 

Name: Tristan Chaudhry

Date Signed: Mon Oct 01 2018

Sign: 