



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement") is made and entered into this 26th of November 2024 by and between Amazing Hall ApS, CVR: 39379325 with its principal place of business located at DTU Science Park – Diplomvej 381, 2800 Kgs. Lyngby and Terapido ApS, CVR: 45161846 with its principal place of business located at Nørre Allé 7, 2100 København Ø (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Parties has entered into a business relationship with regard to "Business Development & Marketing Consulting" (the "Purpose") and, in this regard, may disclose to the other Party certain information which the disclosing Party considers to be confidential, proprietary and a valuable commercial asset; and

WHEREAS, the Parties desire to maintain the confidential and proprietary nature of any such information;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definition of Confidential Information

In this Agreement the term "Confidential Information" shall mean the terms and conditions of this Agreement, the fact that the Parties are exchanging Confidential Information, and all information that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and that relates to the Purpose, including, but not limited to all business related information.

1.1 The term "Confidential Information" means any and all information and know-how of a proprietary, private, secret or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of the Discloser, its customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Recipient by the Discloser, or any on its behalf, or which otherwise becomes known to the Recipient, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature.

1.2 By way of illustration and not limitation, Confidential Information includes all forms and types of financial, business, technical, including but not limited to specifications, devices, designs, techniques, processes, procedures, methods, compilations, inventions and developments, products, samples, algorithms, computer programs (whether as source code or object code), data, marketing and customer information, vendor information, personal information, projections, plans and reports, and any other data,



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documentation, or information related thereto, as well as improvements thereof, whether in tangible or intangible form, and whether or not stored, compiled or memorialized in any media or in writing, including information disclosed as a result of any visitation, consultation or information disclosed by Parties to this Agreement or other parties on their behalf such as consultants, clients, suppliers and customers, etc.

1.3 The Discloser shall determine in its sole discretion what information and materials it shall disclose to the Recipient and what information Discloser considers confidential.

Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Receiving Party;
- (ii) was in the possession of the Receiving Party prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidentiality or non-use;
- (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality or non-use to the Disclosing Party; or
- (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.
- (v) is explicitly approved in writing by the Discloser for release by the Recipient;

2. Obligations of Non-Disclosure and Non-Use

The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and shall not, except as required by law or court order, reveal it or make it available to any third party without the prior written consent of the Disclosing Party.

The Receiving Party may disclose the Disclosing Party's Confidential Information only to those of its employees, officers or directors who need to know such information for the Purpose. In addition, prior to any disclosure of such Confidential Information to any such employee, officer or director, such employee, officer or director shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.

In any event, the Receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees, officers or directors.



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The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as the Receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party.

3. Return of Confidential Information

Upon request by the Disclosing Party, the Receiving Party shall return promptly all Confidential Information of the Disclosing Party in its possession or control, including any copies of any such Confidential Information. The Receiving Party may retain one copy of the Confidential Information in its legal files.

4. Ownership of Confidential Information

All Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party, and no license or other rights to Confidential Information are granted hereby by implication or otherwise.

5. Term

This Agreement shall become effective on the date first written above and shall terminate 3 years after the termination of the Parties business relationship regarding the Purpose. However, the obligations of non-disclosure and non-use will continue for at least five years after the date of disclosure of the Confidential Information.

6. No Representation or Warranty

The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party. The entire risk arising out of the use of Confidential Information remains with the Receiving Party.

7. Injunctive Relief

The Receiving Party acknowledges that use by it or communication of the Disclosing Party's Confidential Information to any third party would cause immediate and irreparable harm to the Disclosing Party for which money damages would be inadequate.



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Therefore, the Disclosing Party will be entitled to injunctive relief for the Receiving Party's breach of any of its obligations hereunder without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach, but shall be in addition to all other remedies available at law or in equity.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without giving effect to any choice of law or conflict of law provisions.

The Parties consent to the non-exclusive jurisdiction and venue in the courts of Københavns Byret.

9. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision

or any other provision(s) of this Agreement. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

Nothing in this Agreement shall impose any obligation upon the Parties hereto to establish a business relationship or to enter into any discussion or negotiations with respect thereto.



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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Date 26.11.2024

Date _____

Signed for and on behalf of:
Amazing Hall ApS

Signed for and on behalf of:
Terapido ApS

By: Anne-Marie Hall

By: _____

Name: Anne-Marie Hall

Name: Christian Hempel

Title: Founder

Title: CEO & Co-Founder