

MUTUAL NON DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement"), effective on 1st of November, 2025, between a mindful message company (Jaskaran Soomal (CEO)) and Dmytrosan Prylutskyi - Midlands Online ("Discloser")

The parties agree as follows:

1. Confidential Information. For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." Confidential Information means all information concerning the parties' business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) the terms of any agreement between Discloser and Recipient and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as confidential.

2. Confidential Information Exceptions. The Recipient does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the Recipient; (b) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (e) disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order, or governmental authority, the Recipient must immediately notify the Discloser of that obligation. The Discloser may move the ordering court or authority for a protective order or other appropriate relief.

3. Term. The term of this Agreement is 2 years from the effective date ("Term"). Either party may terminate the Agreement at any time on 60 days written notice, unless another agreement between the parties provides differently. The parties' obligations not to disclose or improperly use Confidential Information received during the Term will continue for 2 years after this Agreement expires or is terminated. Early termination of this Agreement does not relieve the Recipient of its obligations for Confidential Information exchanged before the effective date of termination.

4. Use of and Duty of Care to Protect Confidential Information. The Recipient will use the Confidential Information only to further the relationship between the parties. Confidential Information may not be disclosed to any third party without the written consent of the Discloser. Each party agrees that the other may disclose Confidential Information it receives to its subsidiaries or affiliates (or agents who have a need to know and have a non-disclosure obligation at least as restrictive as this Agreement), subject to the terms of this Agreement. The Recipient must provide at least the same reasonable care to avoid disclosure in breach of this Agreement or unauthorized use of the

Confidential Information as it provides to protect its own similar confidential information. The Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

5.Ownership. Confidential Information remains the property of the Disclosure. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are implied or granted under this Agreement, except to use the Confidential Information as provided in this Agreement. On termination of this Agreement or at the Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to the Disclosure or destroyed by the Recipient.

6.Indemnity. Discloser will indemnify Recipient and hold it harmless from any claims, losses or damages, including court costs and fees for attorneys and other professionals for personal injury, tangible or intangible property damage or any other liability arising from the negligence or fault of Discloser, its employees or agents.

7.Non-Interference with Customer Relationships. Recipient agrees that, Recipient will not negatively influence any of the Discloser clients or partners from purchasing Client products or services or solicit or influence or attempt to influence any Discloser customer directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Client.

8.Injunctive or Other equitable Relief. Each of the Parties to this Agreement acknowledges that a person with rights under this Agreement may be irreparably harmed by any breach of its terms and that financial remedies alone may not necessarily be adequate. Accordingly, a person bringing a claim under this Agreement may be entitled to injunctive or other equitable relief for any threatened or actual breach of its terms.

9.No Partnership or Joint Venture Formed. The exchange of Confidential Information between the parties is not and does not create a partnership, joint venture, or other form of legal entity or business enterprise. Any business relationship between the parties will be governed by a separate agreement.

10. Non-Solicitation. Both Parties agree that during this Agreement and within thirty six (36) months immediately following termination of this Agreement, the Parties will not enter into employment (or engage as an independent contractor) or other similar relations with any of the employees, contractors, agents, representatives or assigns of one Party without the prior written consent of the other Party. In addition, each Party shall provide each other with immediate notice if any of the employees, contractors, agents, representatives or assigns of both Parties attempt to circumvent Parties' relationship in any manner.

11.Export Compliance. Each party will comply with the applicable export laws and regulations of the Republic of Estonia for any technical data exchanged under this Agreement.

12.Miscellaneous. Each party acknowledges that the other party may be performing the same or similar services for others in the same industry and that a party may use the same personnel to provide those services to others in the same industry and to develop new products and services. These personnel must continue to abide by the terms of this Agreement.

13. General. This Agreement: (a) is governed by applicable federal law and regulations and the law of the Republic of Estonia, without regard for its choice of law provisions; (b) represents the parties' entire understanding regarding Confidential Information, and supersedes any prior agreements or discussions, written or oral, regarding Confidential Information; (c) may be modified only by written amendment signed by the parties' officers or authorized designees; (d) is to be considered severable, and if any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect; (e) contains headings for reference only; these headings have no effect on any provision's meaning; and (f) does not extend to any third-party beneficiaries. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

By signing below, the parties agree to this Agreement's terms effective on the date written above.

By: J.soomal

Authorized Signature

Miss Jaskaran Soomal

Name and Title (please type or print)

Date: 2.06.24

By: Dmytro San Prylutskyi

Authorized Signature

Dmytro San Prylutskyi

Name and Title (please type or print)

Date: 1st/Nov/25