

NON-DISCLOSURE AGREEMENT (NDA)

Dated: *DATE OF LAST SIGNATURE*

PARTIES

BETWEEN:

Audit Requester (hereinafter referred to as the "Disclosing Party"), an individual, corporation, or other legal entity that has expressed the intent for a blockchain audit and has duly signed this document in the capacity of the **Client**,

AND

Auditor (hereinafter referred to as the "Receiving Party"), an individual, corporation, or other legal entity renowned for expertise in Blockchain Security & Smart Contract Auditing, and has duly signed this document in the capacity of the **Auditor**.

RECITALS

WHEREAS, Auditor is renowned for its expertise in Blockchain Security & Smart Contract Auditing, with a rigorous auditing process that emphasizes the security and integrity of blockchain protocols and business applications;

WHEREAS, to enable the efficient auditing process, Client recognizes the need to disclose specific confidential information to Auditor. In parallel, Auditor is prepared to receive and scrutinize this information, upholding the strictest standards of confidentiality;

WHEREAS, acknowledging the imperative nature of safeguarding the shared information, both Client and Auditor have decided to formalize their commitment through this Non-Disclosure Agreement, reflecting their mutual dedication to protecting sensitive data;

NOW, THEREFORE, in consideration of the shared objectives and the mutual promises contained herein, the parties agree as set forth in the subsequent clauses of this Agreement.

DEFINITIONS

For the purposes of this Agreement:

1. **"Agreement"** means this Mutual Non-Disclosure Agreement, including all annexes, exhibits, and schedules attached hereto.
2. **"Confidential Information"** means any non-public information, data, or material disclosed by the Disclosing Party to the Receiving Party, as further defined in Clause 1.1.
3. **"Disclosing Party"** refers to the party providing Confidential Information to the other party, as described in the "PARTIES" section.
4. **"Receiving Party"** refers to the party receiving Confidential Information from the other party, as described in the "PARTIES" section.
5. **"Effective Date"** means the date of execution of this Agreement, as specified at the beginning.
6. **"Force Majeure Event"** means any act, event, omission, or accident beyond the reasonable control of a party, as further defined in Clause 11.1.
7. **"Parties"** refers to Client and Auditor collectively, and "Party" refers to either Client or Auditor individually.

Any other term defined in the body of this Agreement shall have the definition assigned to it where it is defined.

CLAUSES

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1. **"Confidential Information"** refers to any non-public information, data, or material disclosed, whether orally, in writing, electronically, or by any other means, by the Disclosing Party to the Receiving Party. This encompasses:

(a) **Technical Data:** All technical and non-technical information directly related to the Disclosing Party's proprietary ideas, including but not limited to patentable ideas, patents, patent searches, inventions, algorithms, prototypes, designs, schematics, net lists, source code, object code, documentation, diagrams, flow charts, research, development, processes, and procedures.

(b) **Business and Operational Data:** Financial, marketing, and business data, including business plans, strategies, tactics, policies, resolutions, negotiations, performance results, and customer or supplier specifics.

(c) **Smart Contract Specifics:** User data, smart contract codes, associated project meta-information, internal comments, development logs, and specifications.

(d) **Other Proprietary Information:** Any information that has been or may be provided by the Disclosing Party and is either identified as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential.

1.1. **Exclusions from Confidential Information:** Notwithstanding the above, the term "Confidential Information" does not encompass:

(a) Information that was already known to the Receiving Party, free of any obligation to keep it confidential, prior to its disclosure by the Disclosing Party;

(b) Information that becomes publicly known other than by a breach of this Agreement by the Receiving Party;

(c) Information that is independently developed by the Receiving Party without direct or indirect reference to the Confidential Information of the Disclosing Party;

(d) Information that the Receiving Party lawfully receives from a third party without any obligation of confidentiality.

1.2. **Obligation to Confirm Confidentiality:** If there's any doubt at the time of disclosure whether information qualifies as Confidential Information, the Receiving Party shall treat it as Confidential Information until the Disclosing Party can confirm its status in writing.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1. **Protection and Non-Use:** The Receiving Party shall exercise the same degree of care and protection with respect to the Confidential Information of the Disclosing Party as it exercises with its own confidential information, and in any event, no less than a reasonable standard of care. The Receiving Party shall not use, reproduce, distribute, or disclose any Confidential Information of the Disclosing Party for any purpose other than the specific purpose for which it was disclosed, which is to facilitate the auditing services, without the express written consent of the Disclosing Party.

2.2. Limited Disclosure: The Receiving Party shall only disclose the Confidential Information to its employees, agents, consultants, and contractors who have a legitimate need to know such information for the purpose stated above and who are bound by confidentiality obligations no less restrictive than those contained herein.

2.3. Return or Destruction: Upon written request of the Disclosing Party or the termination of the relationship that necessitated the sharing of Confidential Information, the Receiving Party shall promptly return or, at the Disclosing Party's discretion, destroy all copies of the Confidential Information in its possession or control. The Receiving Party shall then certify in writing to the Disclosing Party that it has complied with this provision.

2.4. Unauthorized Disclosure: The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or dissemination.

2.5. No Grant of Rights: The Receiving Party acknowledges and agrees that nothing in this Agreement, either express or implied, grants any rights, title, or interest in or to the Confidential Information, except for the limited right to use the Confidential Information expressly set forth in this Agreement.

3. DURATION AND TERMINATION

3.1. Duration: The obligations set forth in this Agreement shall be effective for a period of three (3) years from the date of disclosure of the Confidential Information. After this period, the Receiving Party shall have no further obligations concerning the Confidential Information, except as otherwise expressly provided in this Agreement.

3.2. Termination: Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Upon termination or expiration of this Agreement for any reason:

(a) The Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information in its possession or control, in all forms and mediums;

(b) The Receiving Party's obligations with respect to the Confidential Information disclosed during the term of this Agreement shall continue for the remainder of the three (3) year duration from the date of disclosure;

(c) Any termination of this Agreement shall not affect any obligation or liability of a party arising prior to such termination.

3.3. Survival: Sections 2 (Obligations of the Receiving Party), 4 (Remedies), and any other provision that by its nature should survive, shall survive the termination or expiration of this Agreement for any reason.

4. REMEDIES

4.1. **Acknowledgment of Harm:** The Receiving Party acknowledges and agrees that any unauthorized disclosure or use of the Confidential Information may cause significant harm to the Disclosing Party, which may be irreparable and for which monetary damages may be inadequate.

4.2. **Injunctive Relief:** In the event of a breach or threatened breach by the Receiving Party of any of its obligations under this Agreement, the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek an injunction or other equitable relief, without bond, to prevent such breach.

4.3. **Indemnification:** The Receiving Party agrees to indemnify and hold harmless the Disclosing Party from and against any and all losses, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to any unauthorized use or disclosure by the Receiving Party of the Confidential Information.

4.4. **Cumulative Remedies:** The remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other remedies available at law or in equity.

5. EXCEPTIONS TO CONFIDENTIAL OBLIGATIONS

5.1. **Compelled Disclosure:** If the Receiving Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, it shall provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek an appropriate protective order or other remedy. If such protective order or other remedy is not obtained, or the Disclosing Party grants its consent in writing, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and shall use its best efforts to ensure that confidential treatment will be accorded to such disclosed portion of the Confidential Information.

5.2. **Independent Development:** The obligations of the Receiving Party under this Agreement shall not apply to information that is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by written records.

5.3. **Pre-existing Knowledge:** The obligations of the Receiving Party under this Agreement shall not apply to information that was already in its possession prior to disclosure by the Disclosing Party, provided such knowledge was not obtained directly or indirectly from the Disclosing Party.

5.4. **Third Party Information:** The obligations of the Receiving Party under this Agreement shall not be violated if the Receiving Party receives the same or similar information from a third party who is not, to the best of the Receiving Party's knowledge, under a confidentiality obligation to the Disclosing Party.

6. NO WARRANTY

6.1. **As-Is Basis:** The Confidential Information is provided "as is." The Disclosing Party makes no representations or warranties, either express or implied, regarding the accuracy, completeness, performance, merchantability, or fitness for a particular purpose of the Confidential Information disclosed hereunder, or with respect to non-infringement or any other violation of third party rights.

6.2. **No Obligation:** Nothing in this Agreement shall obligate the Disclosing Party to disclose any particular information to the Receiving Party or enter into any further agreements or commitments with the Receiving Party.

6.3. **No License Granted:** The disclosure of Confidential Information under this Agreement shall not be construed as granting, either expressly or by implication, estoppel or otherwise, any license under any invention, patent, trademark, copyright, or other intellectual property right.

7. NO TRANSFER OF RIGHTS OR OWNERSHIP

7.1. **Retention of Rights:** The Disclosing Party retains all rights, titles, and interests in and to the Confidential Information. Nothing in this Agreement shall be construed as transferring any rights, titles, or interests in the Confidential Information to the Receiving Party or any third party.

7.2. **No Implied Licenses:** No license or conveyance of any rights under any patent, copyright, trade secret, trademark, or any other intellectual property right to the Receiving Party is granted or is to be inferred from this Agreement or from the provision of Confidential Information hereunder.

7.3. **Return of Materials:** All documents, electronic media, notes, or other items containing or reflecting Confidential Information, and all copies or reproductions thereof, shall remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed (with proof of such destruction furnished to the Disclosing Party) upon the Disclosing Party's request.

8. GENERAL PROVISIONS

8.1. **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to amend this Agreement to give effect to the stricken provision to the maximum extent possible.

8.2. **Amendments:** This Agreement may only be amended or modified by a written instrument executed by both parties.

8.3. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with internationally recognized principles of contract law, without regard to its conflicts of laws principles. Any disputes arising out of or in connection with this Agreement shall be resolved through neutral arbitration in a location mutually agreed upon by the parties.

8.4. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.

8.5. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8.6. **Notices:** Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by overnight courier or certified mail, return receipt requested, postage prepaid, to the addresses of the parties first set forth above, or to such other address as either party may specify by notice to the other. Such notice shall be deemed to have been given upon receipt.

8.7. **No Assignment:** Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other (which consent shall not be unreasonably withheld).

9. NON-SOLICITATION

9.1. **No Solicitation:** During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall, directly or indirectly, solicit, induce, recruit, or encourage any of the other party's employees or contractors to terminate their relationship with such other party, or attempt to solicit, induce, recruit, hire, or retain employees or contractors of such other party, either for itself or any other person or entity.

9.2. **Remedies:** The parties acknowledge that money damages may not be a sufficient remedy for any breach of this clause by the Receiving Party and that the Disclosing Party shall be entitled to seek injunctive relief as a remedy for any such breach or anticipated breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available at law or in equity.

10. RELATIONSHIP OF THE PARTIES

10.1. **Independent Entities:** The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have any authority to bind or commit the other in any manner, and neither party shall hold itself out as such.

10.2. **No Benefit:** Except as specifically provided in this Agreement, neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations, or commitments of any kind, or to take any action that shall be binding on the other party.

10.3. **No Exclusivity:** The obligations of the Receiving Party under this Agreement are not exclusive, and the Receiving Party shall be free to provide similar services to third parties so long as it does not breach its obligations under this Agreement.

11. FORCE MAJEURE

11.1. **Definition:** "Force Majeure Event" means any act, event, omission, or accident beyond the reasonable control of a party including, but not limited to, acts of God, war, invasion, rebellion, riots, civil commotion, acts of terrorism, fire, explosion, flood, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

11.2. **Relief:** Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance, or the non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure Event of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

11.3. **Duration and Termination:** If any Force Majeure Event prevents a party from complying with its obligations under this Agreement for a continuous period of more than six (6) months, the party not affected by such Force Majeure Event may terminate this Agreement immediately by giving written notice to the other party. This termination shall not relieve either party from any liability that accrued before the termination date.

12. COUNTERPARTS AND ELECTRONIC SIGNATURE

12.1. **Two-Part Signature:** The act of signing this Agreement is divided into a two-step process using smart contracts. Initially, the auditor (receiving party) affirms their commitment by signing an auditor profile smart contract. Subsequently, the client (disclosing party) confirms their intent during the request for a smart contract audit as part of the audit management workflow. Both parties must sign the identical document version for the Agreement to be considered valid. Refer to the workflow details at [https://app.toolbox.net/flow/Oxleague_audit_management] and

[https://app.toolbox.net/flow/0xleague_auditor_profile].

12.2. Validity of Digital Signatures: Both parties recognize the legitimacy of digital signatures in this Agreement, equating their authenticity to that of traditional signatures. A digitally signed document, inclusive of this Agreement, will be acknowledged as (i) a "written" or "in writing" document, (ii) having received proper endorsement, and (iii) a record systematically curated and maintained in standard business conduct. The usage of digital signature platforms for executing this Agreement has the mutual consent of both parties.

13. NON-DISPARAGEMENT

13.1. Commitment to Professionalism: Both parties agree that they shall not, during the term of this Agreement and for a period of two (2) years after its termination or expiration, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors, and other associated third parties.

13.2. Exceptions: This clause does not, in any way, restrict or impede a party from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

13.3. Remedies: The parties acknowledge that a breach of this clause would cause the non-breaching party irreparable harm and that monetary damages would be inadequate to compensate for such breach. As such, in addition to any other remedies available, the non-breaching party shall be entitled to seek injunctive relief to enforce the provisions of this clause.

14. DISPUTE RESOLUTION

14.1. Governing Law: This Agreement shall be governed by and construed in accordance with internationally recognized principles of contract law, without regard to its conflict of laws principles..

14.2. Negotiation: In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve their dispute by negotiation.

14.3. Mediation: If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to attempt to resolve the dispute through mediation, using a mutually agreed-upon mediator, before resorting to arbitration, litigation, or any other dispute resolution procedure.

14.4. **Arbitration:** If the parties cannot resolve the dispute through mediation, the dispute shall be settled by binding arbitration in a location mutually agreed upon by the parties, in accordance with the rules of the International Chamber of Commerce (ICC). The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on both parties.

14.5. **Costs:** Unless otherwise agreed in writing, each party shall bear its own costs in the dispute resolution process, and the parties shall equally share the fees of the mediator or arbitrator.

14.6. **Exclusions:** Notwithstanding the above, either party may seek immediate injunctive relief from any court of competent jurisdiction in the event of a breach of confidentiality or infringement of intellectual property rights. The jurisdiction for such relief will be based on the location of the breaching party or where the breach has its most significant impact.

15. VERIFIED CHANNEL OF COMMUNICATION

15.1. **Primary Communication Channel:** Both parties acknowledge and agree that Telegram, as captured in the smart contract workflows, shall be the primary and verified channel of communication between the parties.

15.2. **Validity of Agreements on Telegram:** Any further agreements, clarifications, or communications related to the subject matter of this Agreement that occur on Telegram shall be considered valid and binding, provided that both parties can verify their identities and the content of the communication.

15.3. **Security and Privacy:** Both parties commit to maintaining the security and privacy of their Telegram accounts. Any breach or suspected breach of a party's Telegram account should be promptly communicated to the other party through an alternate verified channel.

15.4. **Alternate Channels:** While Telegram is the primary channel of communication, both parties may mutually agree, in writing, to use an alternate channel for specific communications. However, unless explicitly agreed upon, Telegram remains the default and verified channel for all communications related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

Client

Signature _____

Auditor

Signature _____