

## MUTUAL NON DISCLOSURE AGREEMENT

On this \_\_\_ day of \_\_\_\_\_ 202\_, **Remittance360 LTD** with offices at 85-87 Bayham Street, London, Camden, MW10AG United Kingdom (Hereinafter referred as R360), \_\_\_\_\_, organized under the laws of \_\_\_\_\_, with postal address at \_\_\_\_\_ (Hereinafter referred as \_\_\_\_\_), hereinafter jointly referred to as “the Parties” agree as follows:

1. In connection with ongoing discussions and/or negotiations between R360 and \_\_\_\_\_ involving a potential commercial arrangement between the parties, \_\_\_\_\_ and R360 may find it beneficial to disclose to each other certain non-public, confidential or proprietary information or knowledge which may include, but is not limited to, financial statements, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, costs, prices, vendor lists, marketing plans, lists of agents, lists of participants in networks, goals, sales figures, revenue, profits, and other technical, financial or business information including, in particular the following: business model, financial information, technology platforms and long-term strategies (“Information”). Such Information whether provided, either directly or indirectly in oral, written, encoded, graphic or any other form, including any electronic or magnetic form or by inspection of tangible objects, shall be deemed confidential and proprietary Information and subject to restricted use and limited distribution as provided herein. Information will also include, among other items, the fact that the parties signed this Agreement. Information may only be used for the following purpose: review of entering into a possible business relationship.
2. With respect to such Information provided either before or after the date hereof by either party to the other, the receiving party shall:
  - a. holds such Information in confidence and protect it with at least the same degree of care with which it protects its own confidential and proprietary Information, but in no event less than reasonable care;
  - b. uses such Information only for the purpose described in paragraph 1 hereof and not for any other purpose except as may otherwise be mutually agreed to in writing in advance or as allowed under paragraph 4;
  - c. not copy or otherwise duplicate such Information, or allow anyone else to copy or otherwise duplicate any of such Information without the disclosing party’s prior written approval, except for the purposes expressed herein;
  - d. restricts disclosure of such Information solely to those employees and representatives (attorneys, financial advisors, accountants, or professional consultants) with a need to know;
  - e. requires that all employees or others given access to the Information agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof, by contract, work rules or other appropriate methods;
  - f. promptly notifies the disclosing party in the event that the receiving party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Information so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement;
  - g. advises the disclosing party promptly upon becoming aware of any loss, disclosure, or duplication of the Information, whether authorized or not, of the breach of confidentiality or misappropriation of the Information.

3. Upon request of the disclosing party, the receiving party shall immediately return any and all Information, along with any copies, variations or derivative works, whether or not authorized, and shall destroy all notes, memoranda, analysis, reports, evaluations or other documents or data created, developed, modified or otherwise generated by the receiving party, and involving the Information, whether in tangible form or in any electronic or magnetic storage format.
4. Neither party shall have any obligation as a receiving party to preserve the confidential/ proprietary nature of Information of the disclosing party which:
  - a. is already known to the receiving party or its affiliates, as evidenced by a writing dated prior to the date of disclosure;
  - b. is or becomes generally known to the public through no wrongful act or other involvement of the receiving party or its affiliates;
  - c. is received from an unaffiliated third party without either an obligation of nondisclosure or breach of an obligation of confidentiality or nondisclosure in the third party's receipt or transmission of the Information;
  - d. is developed by it or its affiliates without use of the disclosing party's Information;
  - e. is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

The parties confirm and acknowledge that R360 and \_\_\_\_\_ are in process of developing new additional methods and procedures in connection with money transfer and/or payment systems and that, notwithstanding anything to the contrary in this Agreement, nothing that the other party may disclose under this Agreement will limit or prevent R360 and \_\_\_\_\_ from developing (or continuing to develop) any new or additional methods in connection with money transfer and/or payment systems that may be related to or incorporate any of other party's alleged property or Information.

5. The term "affiliate" as used herein shall mean, with respect to either party, any other corporation or entity of which a majority of the voting stock or voting power is owned by such party.
6. Nothing contained in this Agreement shall be construed as and there is no granting or conferring, whether by sale, license or otherwise, to the receiving party any right, title or interest in any Information disclosed, nor in any of the patents, trademarks or copyrights of the disclosing party.
7. Both parties agree that, although the Information provided is believed by the disclosing party to be generally correct, the Information is provided "AS-IS" and in no event shall the disclosing party, its directors, officers, agents or employees be liable for errors, omissions or inaccuracies of any kind in the Information.
8. Both parties warrant that they have the unqualified right to transmit and otherwise dispose of the information disclosed hereunder in accordance with the terms and conditions of this Agreement.
9. The provisions hereof shall inure and accrue to the benefit and detriment of, and be binding upon the successors and assigns of the parties hereto, provided however that no disclosure of

Information may be made to any successor or assign of a receiving party without the advance, written consent of the party originally disclosing the Information.

10. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.
11. This Agreement shall become effective on the date first shown above and shall continue in effect for a period of two (2) years.
12. No waiver of any breach hereof shall be or serve as a waiver of any subsequent breach. No waiver of any breach or modification or amendment hereto shall be effective unless in writing referring hereto and signed by the waiving party.
13. This document represents the full and complete agreement of the parties with respect to the use and confidentiality of the Information and supersedes all prior communications, agreements or proposals. All Information disclosed between the parties subsequent to the effective date hereof shall be covered hereby unless expressly stated to the contrary, in a writing referencing this Agreement, by the disclosing party at the time of disclosure.
14. Each party agrees that until an agreement regarding a possible business relationship has been executed and delivered by the parties, neither is under any legal obligation to the other of any nature whatsoever with respect to completing a possible business relationship by virtue of this Agreement or otherwise. Each party also acknowledges and agrees that (i) the other may conduct the process that may or may not result in a possible business relationship in such manner as that party, in its sole discretion, may determine (including, among others, negotiating and entering into an agreement with any third party without notice to the other); (ii) each party reserves the right to change (in that party's sole discretion, at any time and without notice to the other) the procedures relating to the consideration of this possible business relationship (including, among others, terminating all further discussions with the other and requesting that the other destroy or return all Information to the other), and (iii) neither party's obligations under this Agreement will be terminated or reduced or affected in any manner by any failure or refusal of the other party to provide certain information or by any failure or refusal of either party to enter into any transaction with the other or any transaction that may be entered into by either with any other person
15. Each party acknowledges and confirms that the other's Information is valuable property of the other. It is understood and agreed that money damages may not be sufficient remedy for any breach by a party of the terms of this Agreement, and therefore, without prejudice to the rights and remedies otherwise available to a party, each party agrees that the other shall be entitled to equitable relief by way of injunction or otherwise if the other party breaches or threatens to breach any of the provisions of this Agreement. Such equitable relief shall not be an exclusive remedy but shall be in addition to all other remedies available.

16. Any change to the present Agreement shall be made only with **the Parties'** written approval by conclusion of an appropriate addendum duly signed by legal representatives / empowered persons of **the Parties**.
17. The persons who are representing **the Parties** declare on oath that each Party's identification information is current and accurate, and that they have the ability and capacity to represent **the Parties**, otherwise being held to cover any damage suffered by the other Party.
18. This Agreement has been concluded **2 (two) originals**, in English, one for each of the Parties

ACCEPTED AND AGREED:

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**Remittance360 LTD**

By:

By:

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Date: 00.00.202\_

Date: 00.00.202\_