



# NDA PARTNERS

FIXONE GLOBAL TRADING SP. Z.O.O.

Registered at: U.HOZA, 86, OfTce/suite 210, Of WARSAW, POLAND

Register №/NIP: 0001004695 /701 111 7525

Register of Virtual Currency Businesses.

no. 2401-CKRDST.4060.1242.2022

Reference no. RDWW – 550



# Non-disclosure Agreement

No. 1 dated on 01.08.2023

This Non-disclosure Agreement (hereinafter referred to as "the Agreement") was concluded between:

## 1. PARTIES

1.1. FIXONE GLOBAL TRADING SP. Z.O.O, a limited liability company, headquartered in ul. HOZA No. 86, unit 210, post-code 00682, Warsaw, Poland, registration number 0001004695 at the National Court Register Warsaw, Poland, legally represented by Mr. Igor Botnari, in his quality as Founder and CEO, hereinafter referred to as ("FIXONE GLOBAL TRADING SP. Z.O.O") or ("the Company"); and

1.2. ...., hereinafter referred to as ("the Partner");  
each called the "Party", collectively referred to as the "Parties".

## 2. PREAMBLE

Whereas:

2.1. FIXONE GLOBAL TRADING SP. Z.O.O (hereinafter referred to as the "Company") is a Company that offers the following services to the clients:

- a) exchange between virtual currencies and means of payment;
- b) exchange between virtual currencies;
- c) intermediation in the exchange referred to in a) or b);
- d) operating accounts (an account meaning a collection of identification data maintained in electronic form, providing authorized persons with a possibility to use virtual currency units, including performing transactions of their exchange).

2.2. The Company and the Partner undertake coordinated obligations directly connected with attraction of Clients for performing the above mentioned services as offered by the Company;

2.3. In conducting the Partnership between the Parties, the Partner has access to confidential data and information that belong to or are held by the Company and that needs to be protected;

2.4. The Partner recognizes the importance of the specific activity of the Company, which implies the protection of the rights, interests, benefits and business secrets of the Company, its Clients and other Partners.

## 3. DEFINITIONS

Based on reciprocal statements and within the meaning of this Agreement, the Parties understand to define and interpret the following terms as follows:

3.1 "Confidential Information" – means any and all information to which the Partner has access or which is made known to him, presented, communicated, transmitted, disclosed in consideration of their position and activity carried out within the Company, regardless of form and support, relating, but not limited to:

- (a) all information and data, provided by the Company to the Partner and which concern and are directly / indirectly related to the activity carried out and the services provided by the Company;
- (b) any information and documents, written by each of Party and which contain or are based in whole or in part on the information related to the exchange and business secrets of the Company;
- (c) the Client's financial resources, information related to their account, history of transactions, amounts of money exchanged, personal data and information such as: E-mail, Name, Surname,



Phone, Address of residence, Date and place of birth, Economic profile, information about their personal knowledge and experience in relation to services provided by the Company;

(d) summaries, reports on the economic and financial results and situations, financial projections of the Company and/or Company's Clients;

(e) identification data or any facts, data and information concerning the person, property, activity, personal or business relations of Company's Clients and/or the Company's Partners;

(f) information stored in the Company's databases, including personal data, as defined by Regulation no. 679/2016 of the European Parliament and of the Council, on the protection of individuals with regard to the processing of personal data;

(g) any information that relates to business, processes, commercial secrets, or other information including, but not limited to, discoveries, ideas, concepts, business secrets, techniques, projects, specifications, plans, sketches, diagrams, layouts, logical schemes, computer plans, strategic plans, marketing / financial / business plans, fees of the Company etc.

(h) any information that is not generally available to the public or known in the industry in which the Company operates;

(i) any information marked, described, recognized as confidential by the Company, as well as any information that can reasonably be considered confidential based on its content;

(j) any information deriving from confidential information and which has been made available to the Partner or to which the Partner has access by virtue of his role in the Company;

(k) computer system components, computer system architecture: hardware and software platform (implementation solutions used, equipment, network architectures, functional locations, operational versions); information collection / transmission / storage flows (text document, digital content), programming language, servers, source codes, computational algorithms;

3.2. "Client" - means any individual or legal person, partnership, association, consortium or any other form of association of the latter with or without the creation of a new entity, their successors, its representatives, the parent company, branches, affiliated companies, the subsidiaries, the companies in which they participate together with other companies or organizations controlled by, or which control, or are controlled with them, in the conduct of its activities, with whom the Company has concluded a contract, even if that contract has been completed, as well as any person who benefits from the services of any of the Company, including the persons who have previously benefited from its services.

3.3. The provisions of Article 3.2 above shall be complemented without further formalities by any other legal provisions that will enter into force after the date of signature of this Agreement.

3.4. "Authorized Persons" means the persons / entities that have a good reason or need to know the Confidential Information in order to fulfill the Partner's assumed obligations, as they are mentioned and identified in the Partner Agreement.

3.5. Confidential Information will not include information that:

(a) at the time of transmission, it was already in possession of the Partner or was available and known to the public;

(b) after transmission, the information has become available to the public in other ways than in violation of this Agreement by the Partner;

(c) whose nature makes it legally impossible or, in fact, to claim by the Party holding / disclosing, an exclusive right in relation to that information;

(d) whose disclosure is requested by an authority of the State which has this right under the law;

3.6. Confidential Information will not be considered to be public within the meaning of Article 3.5 only because part of it is embedded in the general disclosure that is made public, or only because certain features, components or combinations of Confidential Information are or become public notorious.



#### **4. THE PERMISSIBLE LIMIT OF USE OF CONFIDENTIAL INFORMATION**

4.1. The Partner has the right to use the Confidential Information only to the extent and for the purpose of carrying out its tasks, duties and obligations in accordance with the provisions of the Partner Agreement.

4.2. Use of Confidential Information for purposes other than those provided in Article 4.1 implies in all cases the obtaining of the written consent, expressed in advance by the other Parties.

#### **5. THE PARTNER'S OBLIGATIONS**

5.1. The Partner undertakes to respect the norms of professional ethics, as well as the rules of loyalty and integrity towards the Company, ensuring the full and total confidentiality and security on the Confidential Information obtained either by virtue of his position within the Company, or accidentally.

5.2. The Partner will treat the Confidential Information with at least the same degree of care as in handling its own proprietary information and, at the same time imposed by the law (where applicable). In any case, these standards will never be lower than those applied by a person in similar circumstances that protects its own information of this type.

5.3. Equally, the Partner undertakes not to use Confidential Information for purposes other than those expressly provided for in Article 4.1. of this Agreement, unless it is expressly and intentionally authorized to do so by the Company and, in any case, in full compliance with the applicable legal provisions.

5.4. The Partner undertakes not to multiply, reproduce, disclose Confidential Information, except to Authorized Persons, to any third person and undertakes not to allow, except to Authorized Persons, any third party access to Confidential Information, and not to exploit or use the Confidential Information for purposes other than those expressly provided for in Article 4.1. of this Agreement.

5.5. The Partner undertakes to take all the necessary measures to:

- (a) keep the confidential information secret;
- (b) not disclose Confidential Information except in the cases and subject to the express terms of this Agreement;
- (d) not assume an obligation that may result in the disclosure of Confidential Information;
- (e) not to reproduce and/or use, directly or indirectly, Confidential Information to which he has access for the development of a similar platform or for the development of a service or business similar to that of the Company;
- (f) to take all necessary and appropriate measures to prevent any unauthorized disclosure of information in order to ensure that the confidential nature of such information is protected;
- (g) to protect all and any Confidential Information against any unauthorized use or accidental disclosure;

5.6. If the Partner finds unauthorized disclosure, loss or misuse of Confidential Information, the Partner undertakes to promptly notify the Company but not later than 24 hours from the date on which he became aware of the incident.

In such a case, the Partner will carry out and send to the Company a written documentation containing, as far as they are known, information such as:

- a). a brief description of the breach that occurred;
- b). the Confidential Information and data subjects in respect of which the breach occurred;
- c). a description of the type of damage caused and the consequences with regard to the Confidential Information;
- d). a description of the measures adopted or proposed in order to reduce the damage caused as a result of the breach and of minimizing / mitigating the possible negative effects caused.

5.7. If the Partner is required to disclose Confidential Information by a third person unauthorized to receive such information, whether or not it provides money or other benefits in exchange for Confidential Information, the Partner undertakes under this Agreement to immediately notify the Company about the request and to provide details of the request (name of the person making the proposal, date of the request and any other relevant details).



5.8. The Partner undertakes to comply with any and all obligations arising from this Agreement, throughout the contractual relationship between him and the Company and, subsequently, for a period of 5 (five) years.

## **6. DISCLOSURE TO AUTHORIZED PERSONS**

6.1 The Partner may make available or disclose Confidential Information only to the Authorized Persons.

6.2 The Partner may make available or disclose Confidential Information to any other third party, only based on a prior written permission from the Company.

## **7. DISCLOSURE IN THE VIRTUE OF LAW**

7.1 If the Partner is required by law or court order to disclose Confidential Information, it undertakes to promptly notify the Company, in order to give the Company, the opportunity to protect in a manner which it considers appropriate, unless such notification is not expressly prohibited by law.

7.2. If the Company fails to obtain a measure to protect its Confidential Information, the Partner undertakes to disclose strictly those portions of the Confidential Information required to be disclosed under the law or judgment and to take all due care to Confidential Information so disclosed shall be treated in accordance with the provisions of this Agreement.

## **8. REPAIR OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

8.1. At the written request submitted by the Company, the Partner will return all Confidential Information he has obtained and / or holds and will remove it from the media on which it is stored, including all copies made on Confidential Information, if applicable.

8.2. The return of Confidential Information does not exempt the Partner from his other obligations established under this Agreement.

## **9. NON-COMPETE CLAUSE**

9.1. Either Party, directly or indirectly, in its own name or as an employee, agent, administrator, director, associate, shareholder, investor or in any other capacity, agrees and undertakes:

a) that for the entire duration of the contractual relations between him and the Company, arising from the Partner Agreement and, subsequently, for a period of 10 (ten) years, will not carry out any activity or business that is in competition with or similar to the activity or business carried out by the Company. This prohibition applies to activities to be carried out, in whole or in part, throughout the world.

b) that for the entire duration of the contractual relations between him and the Company, arising from the Partner Agreement and, subsequently, for a period of 10 (ten) years, not to develop an application similar to the FIXONE GLOBAL TRADING platform and not to participate, regardless of the quality and contribution (whether it's material or intellectual), to the development of a similar application by a third party.

c) not to engage in activities that coincide, have similarities, or are even partially related to the business or activity of the Company and not to assist, in any form, another third party whose activities are in competition or otherwise harm the commercial activities of the Company. This prohibition applies to third parties operating in whole or in part throughout the world and is valid for the entire duration of the contractual relations between him and the Company, arising from the Partner Agreement and, subsequently, for a period of 10 (ten) years.

9.2. For the entire duration of the contractual relations between the Partner and the Company, arising from the Partner Agreement and, subsequently, for a period of 10 (ten) years, the Partner directly or indirectly, with or without commission, either in its own name or as an employee, agent, consultant, administrator, director, associate, shareholder, investor or in any other capacity, will not:



- a) determine or tries to determine any client, collaborator, employee, supplier, contractual partner of the Company to end the relationship with the Company;
- b) initiate negotiations, in its own interest or in the interest of another third party, regarding the conclusion of contractual relations regardless of their legal nature, with any of the persons who, during the partnership between the Parties, have held or hold the quality of employee/ collaborator/ staff member within the Company;
- c) try, directly or indirectly, through intermediaries, to contact the Company's clients, in their own interest or in the interest of any other third party, in order to determine them to contract similar services to those offered by the Company.

## 10. LIABILITY

10.1. The Partner is responsible for the obligations assumed under this Agreement for himself and for any other third person acting as an agent, commissionaire, representative or an authorized person by him.

10.2. The Partner acknowledges and declares that the failure or defective performance of any obligation assumed under this Agreement may cause prejudice to the Company, and accordingly, agrees to indemnify the Company for the injury he has caused.

10.3. The breach by the Partner of the obligations provided in Article 5.1 - 5.8, Article 6.1, Article 6.2, Article 7.2, Article. 8.1, Article 9.1 or Article 9.2, or any other obligation expressed in this agreement, give the Company the right to request, in relation to the damage attempted, the obligation of the Partner to pay damages in the amount of USD 50,000 for each breach, in part.

10.4. The Partner expressly agrees that the aforementioned losses may be cumulated.

## 11. NOTIFICATIONS

11.1. All notifications and correspondence between the Parties will be made in writing and in English. Any communication, notification or endorsement by one party to the other shall be valid if it is transmitted in at least one of the following ways: (i) staff - by filing at the registry of the other party, (ii) by e-mail, (iii) courier, (iv) by mail with acknowledgment of receipt at the addresses listed below:

(a) For the Company

Address: ul. HOZA No. 86, unit 210, post-code 00682, Warsaw, Poland

E-mail: support@fixoneglobal.com

(b) For the Partner

Address: .....

E-mail: .....

11.2. If the communication, notification or endorsement is made by post, it will be sent by registered letter with acknowledgment of receipt (AR) and deemed received by the recipient on the date mentioned by the receiving postal office on this confirmation.

11.3. If the communication is delivered personally, it is deemed to have been received at the time of delivery.

11.4. If the communication is sent by e-mail, it shall be deemed to have been received if no error message or "out-of-office" has been issued by the recipient's server and / or if there is a shipping acknowledgment report the same day if it was sent on business days between 09:00 and 18:00 or on the next working day if it was sent outside of this interval.

11.5. Communications, notices, or verbal endorsements may be considered by the parties but must be confirmed by one of the means provided for in the preceding Articles.

11.6. The party modifying the address and/or e-mail address indicated for communications, notifications or endorsements as well as the contact persons/representatives nominated for the performance of this contract shall immediately inform the other party through one of the the ways described above.

## 12.APPLICABLE LAW. LITIGATION

12.1. This Agreement and any disputes arising out of or in connection therewith are and will be governed, construed and settled in accordance with Poland and EU legislation.

12.2. The Parties undertake to act in good faith to settle amicably any dispute, controversy or litigation they may have as regards this Agreement, and to make joint efforts to create the conditions necessary to achieve its objectives. If the Parties do not reach an amicable solution, they agree to give the dispute, controversy or dispute to the competent courts located in Poland.

## 13.FINAL PROVISIONS

13.1. If any of the terms of this Agreement is declared invalid, unlawful or unenforceable as a result of a legal provision or judgment or other competent authority, this will not affect the validity or enforceability of the other contractual terms, which remain in force and bring legal effects, provided that the Parties take the necessary steps to replace as soon as possible the canceled, unlawful or unenforceable clause with another valid, lawful and applicable clause and producing the same legal and / or economic effects as the clause is canceled, illegal or unenforceable.

13.2. Neither Party shall have the right to divest the rights and obligations arising under this Agreement without the prior consent of the other Party.

13.3. This Agreement constitutes the sole agreement between the Parties in relation to its subject matter and supersedes all verbal or written prior statements, correspondence, understandings and agreements between the Parties prior to this Agreement and the subject matter therein.

13.4. This Agreement may only be amended through additional acts signed by both Parties.

13.5. Each Party declares and warrants that it has the capacity to conclude and execute this Agreement and that the signatories to this Agreement have the necessary mandate for its valid signing in the name and on behalf of the Party.

As a confirmation of the foregoing, the Parties have, at the date of ....., in two copies, one for each Party.

the Company  
FIXONE GLOBAL TRADING,  
Legally represented by Mr. Igor Botnari

the Partner  
\_\_\_\_\_  
Legally represented by \_\_\_\_\_