

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is dated [REDACTED] XXX 20XX,

PARTIES

- (1) **REMI FZC LLC**, a company incorporated under the laws of UAE, having commercial licence number 4426805.01 and having its registered office at Business Center, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates (**REMI**)
- (2) **Bitcoinforme sl** having its office at Calle german bernacer 65, Alicante Spain and having license number [REDACTED] (**It**)

BACKGROUND

- (A) The parties intend to enter into discussions relating to the Purpose that will involve the exchange of Confidential Information between them.
- (B) The parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Business Day: a day when banks are open for business other than a Saturday, Sunday or public holiday in the country where the recipient of a notice under clause 12.6 is based.

Confidential Information: has the meaning given in clause 2.

Discloser: a party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other party.

Group: in relation to a company (wherever incorporated), that company, any company of which it is a Subsidiary from time to time (its holding company) and any other Subsidiaries from time to time of that company or its holding company.

Group Company: in relation to a company, any member of its Group.

Purpose: Remi and Bitcoinforme sl wish to explore, evaluate, and potentially negotiate a commercial and/or technical arrangement under which Bitcoinforme sl would provide, or facilitate the provision of, stablecoin-to-fiat on-ramp and off-ramp services denominated in United States Dollars (USD) and Euros (EUR) in connection with Remi's cross-border remittance orchestration platform.

Recipient: a party to this Agreement when it receives Confidential Information, directly or indirectly, from the other party.

Representative(s): in relation to each party and any member of its Group:

- (a) its officers and employees and those of its Group Companies that need to know the Confidential Information for the Purpose;
- (b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;
- (c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

Subsidiary: in relation to a company wherever incorporated (a holding company), any company in which the holding company (or persons acting on its behalf) for the time being directly or indirectly holds or controls either:

- (a) a majority of the voting rights exercisable at shareholder meetings of that company; or
- (b) the right to appoint or remove a majority of its board of directors,

and any company which is a Subsidiary of another company is also a Subsidiary of that company's holding company. Unless the context otherwise requires, in determining whether the foregoing applies to a particular company at any particular time, the rights referred to in (a) and (b) are those rights as at that particular time.

1.2 Interpretation

- (a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email (but not fax).
- (d) A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- (e) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Confidential Information

2.1 Confidential Information means all confidential information relating to the Purpose that the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses to the Recipient or its Representatives or any of its Group Companies, or their Representatives, before, on or after the date of this Agreement. This includes:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- (b) the existence and terms of this Agreement;
- (c) all confidential or proprietary information relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Discloser or any of the Discloser's Group Companies; and

- (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or any of the Discloser's Group Companies;
 - (d) any information, findings, data or analysis derived from Confidential Information; and
 - (e) any other information that is identified as being of a confidential or proprietary nature,
- but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- (b) it was available to the Recipient on a non-confidential basis before disclosure by the Discloser;
- (c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- (e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- (f) the parties agree in writing that the information is not confidential.

3. Confidential Obligations

3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way except for the Purpose;
- (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement; and
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser.

3.2 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

4. Permitted Disclosure

4.1 The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:

- (a) informs those Representatives, Group Companies or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

- (b) procures that those Representatives, Group Companies or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.

4.2 The Recipient shall be liable for the actions or omissions of the Representative, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5. Mandatory Disclosure

5.1 Subject to the provisions of this clause 5, a party may disclose Confidential Information to the minimum extent required by:

- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
- (c) the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.

5.2 Before a party discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this clause 5.2, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

5.3 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

6. Return or Destruction of Confidential Information

6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

- (a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
- (b) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
- (c) to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
- (d) certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.

6.2 Nothing in clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.

7. Reservation of Rights and Acknowledgement

- 7.1** Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.
- 7.2** Except as expressly stated in this Agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 7.3** The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other party in relation to the Purpose.

8. Inadequacy of Damages

Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this Agreement.

9. No Obligation to Continue Discussions

Nothing in this Agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party, or any of its Group Companies to disclose any information (whether Confidential Information or otherwise) to the other party.

10. Duration of Confidentiality Obligations

- 10.1** Each party's obligations under this Agreement shall continue in full force and effect for a period of two years from the date of this Agreement.
- 10.2** The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

11. No Partnership or Agency

- 11.1** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. General

- 12.1 Assignment and Other Dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 12.2 Entire Agreement**

- (a) This Agreement constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.3 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 Waiver

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance

- (a) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- (b) If any provision of part-provision of this Agreement is deemed deleted under clause 12.5(a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.6 Notices

- (a) Any notice given to a party under or in connection with this Agreement shall be in writing and in English, and shall be:
 - (i) delivered by hand or by a courier of international repute at its principal place of business; or
 - (ii) sent by email to the following address:

<u>REMI</u>	<u>Bitcoinforme sl</u>
<i>aa@remi.ae</i>	<i>andrei@bit2me.com</i>
- (b) A notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or
 - (ii) if sent by couriered mail by a courier of international repute, on the date and at the time that the courier's delivery receipt is signed; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.6(b)(iii), business hours means 9.00 am to 5.00 pm on a Business Day in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.7 Third Party Rights. No one other than a party to this Agreement shall have any right to enforce any of its terms.

12.8 Counterparts

this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.9 Language

- (a) this Agreement is drafted in the English language.
- (b) Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation.
- (c) The English language version of this Agreement and any notice or other document relating to this Agreement, shall prevail if there is a conflict except where the document is a constitutional, statutory, or other official document.

12.10 Governing Law. this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the federal laws of the United Arab Emirates and the laws of the Emirate of Sharjah, including the regulations of the Sharjah Publishing City Free Zone.

12.11 Jurisdiction. Each party irrevocably agrees that the courts of the Dubai International Financial Centre shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by:

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Signed by **Ahmed M Amer**, Chief Executive Officer

for and on behalf of **REMI**

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Signed by **Andrei Manuel**

for and on behalf of **Bitcoinforme sl**