

RECIPROCAL NONUSE, NONDISCLOSURE, NO ACTION AND CONFIDENTIALITY AGREEMENT

downloadable from <https://tokeportal.com/nda>

This Agreement is entered into by and between

TokePortal.com Ltd.

Registered Office: 23 South Street, Valletta VLT 1102, Malta

Company Registration Number: C 108328

Tax number: 972037822

VAT number: 3139-6717 (Register A)

Representative: Ms. Nora Szeles, Chief Executive Officer (CEO)

nora@tokeportal.com

(Hereinafter referred to as “TokePortal”, or TOKE” or CSP”)

Website: <https://tokeportal.com>

Further information: <https://tokeportal.com/en/about-us/>

and

if incorporated:

1. Name and form of the company (◆)
2. Registered address: (◆)
3. Company registration number: (◆)
4. EU VAT Tax number: (◆)
5. CEO’s (name and title): (◆)
6. Founder(s) names: (◆)
7. Founder(s) email addresses: (◆)
8. Website: (◆)
9. Social media links: (◆)

if not incorporated:

10. Partner’s residence address: (◆)
11. LinkedIn profiles: (◆)
12. mobile phone numbers: (◆)

any other links, if relevant: (◆)

as a prospective Campaign Owner/Mentor/Investor/Advisor hereinafter referred to as “Partner”. The CSP and the Partner are hereinafter called collectively “Parties”, under the conditions set below.

1. Preamble

TokePortal’s (“TOKE”s) mission is to enhance access to capital and the online fundraising of non-bankable or early phase companies, to build the startup ecosystem, to develop the investment culture and to improve the market of investment opportunities.

Parties are aware that TOKE is the operator of TokePortal.com that is a licenced crowdfunding platform under the European regulation on crowdfunding service providers (ECSPR), where companies can raise capital by presenting their campaigns in line with the international best practices and legislation. TOKE focuses to significantly enhance the launch of reviewed crowdfunding Campaigns. Under the auspices of structuring the most suitable corporate finance and alternative financing of startups, small-and middle size companies as well as other entities it undertakes general counselling such as company valuation, fundraising strategy and funding structure including other forms of funds (such as angel- venture and private equity capital, or buy-outs) as well.

2. Agreement

Parties have initiated discussion (hereinafter referred to as: “Negotiations”) about the intent of the Partner to provide professional services to or from TOKE or launch an online crowdfunding Campaign or to support one as a mentor/advisor, in order to raise funds at the platform operated by TokePortal or to invest in companies that raise funds on the platform (referred to as: “Campaign Owner”).

Parties are aware that during the Negotiations the Parties learn confidential information, with particular regard to the processes and regulations of TokePortal as well as information about the Campaign Owner or about the Partner.

In order to ensure the absolute safety of the confidential information, without affecting the interests of the Parties, and in order to avoid any conflicts of interest, Parties agree that any information that is exchanged shall not be used or applied for any other purpose other than those presented during the Negotiations and that they shall use the exchanged information ethically, taking

into account the business interests of each other. To this aim, the Parties agree not to approach each other's partners or employees without the explicit consent of the other Party. Shall this ethics be breached, the financial consequences are to be borne by the Party that disregarded this rule. Parties therefore conclude with present RECIPROCAL NONUSE, NONDISCLOSURE, NO ACTION AND CONFIDENTIALITY AGREEMENT (hereinafter referred to as: "NDA") under the following conditions. Parties undertake the terms of this Agreement on their own and on their informed partners and employees' account.

3. Confidential Information

The term "Confidential Information" shall include the information, whether in writing, oral, exchanged directly or indirectly between the Parties. The parties expressly agree that utilization of Confidential Information for any purpose other than those described in this agreement, or disclosure of Confidential Information to any third parties not listed above require prior written authorization from the other. Confidential information is deemed confidential business information and proprietary knowledge.

The Confidential Information shall be kept safe as trade secret or otherwise handled confidentially, and shall not be disclosed or made available to third parties with the following exceptions:

- a) publicly available at the time of signing this Agreement;
- b) publicly available when received, or subsequently becomes publicly available through no fault of the receiving party;
- c) already in its possession prior to disclosure by the company, without obligation of confidentiality or restricted use;
- d) verifiably and lawfully obtained from a source other than the other party without obligation of confidentiality.

4. Exclusivity

The Parties acknowledge that it is in their mutual interest to ensure the safety of the Confidential Information and commit not to make available any of the Confidential Information to third Parties, nor during the Negotiations nor subsequently. Both parties shall use the information provided by the other party solely for the purpose(s) of the ongoing negotiations. Parties are aware that any other intent may cause losses or opportunity losses to the other party and in such a case the Party that violates this agreement can be deemed liable.

Parties are aware that if the provided Confidential Information or parts of it is made available to their contracted persons in civil or labour law relationship such as authorized employees or representatives, subcontractors, who have a reasonable need to know about the Confidential Information, then these persons shall evidence a willingness to protect the Confidential Information from third persons and avoid to use the information for other purposes than the Negotiations. The parties explicitly accept responsibility for any breach of this Agreement by their employees, representatives, contractors in civil or labour law, and representatives.

5. Further provisions

This Agreement does not create any contractual partnership between the Parties and is not intended to establish legal rights and obligations. Parties have mutual respect for each other's views and interests and do not intend to misuse any information they have learnt in the course of the negotiations.

- a) Partner accepts the Privacy Policy of TokePortal.com and consents to receiving newsletters.
- b) Before entering into agreements with the CSP, Partner creates its KYC-based profile at <https://app.tokeportal.com/>, with the aim to get to know the processes, to access the rules and the educational materials of the platform. TokePortal.com guarantees that the Registration does not entail any obligations and that the data may be deleted subsequently, and can be deleted in case Negotiations terminate.

The Parties bear the obligations under present agreement for 3 years in relation to every received Confidential Information, but the applicability in time of this Agreement can only be terminated (regarding the given Confidential Information) with the prior written declaration of the Party which disclosed the Confidential Information under the legal relationship regulated by this document. Present Agreement is governed by the Law applicable in the home jurisdiction of TokePortal, as the law chosen by the Parties, and shall apply to all issues of the construction and interpretation of present Agreement. This Agreement may be modified only in writing by the authorized representatives of the Parties. This Agreement may not be applied by referring to business practice between the Parties or in the sector.

Should any dispute arise amongst the Parties, they shall make their best efforts to solve amicably such dispute among themselves. Any dispute arising out of or in connection with this agreement, if not amicably resolved by the Parties, shall be settled at the Court of Arbitration. The Parties definitely accept the rulings of the Court of Arbitration.

Parties declare to have carefully read and understood this Agreement and by signing this Agreement, Parties declare to have received an electronically signed copy of it. The signing Parties declare to possess the necessary authorization to sign this Agreement.

Date and place of signatures:

Signatures

Nora Szeles, CEO of TokePortal.com Ltd.

Prospective Partner's name, + title, Company name

