

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on \_\_\_\_\_

### BETWEEN

- (1) **MANA MINDS SIA** (Company No 40203111438) is a company incorporated under the laws of Latvia, with its registered address at Talivalza Street 21-38, Riga, Latvia, LV-1006, hereinafter referred to as "**MANA MINDS.**"

### AND

- (2) [●] \_\_\_\_\_ [Company No.] [●], a company incorporated under the laws of [●] \_\_\_\_\_ [business registered country] [●] with its registered business address at \_\_\_\_\_

### WHEREAS:

- (a) Mana Minds SIA ("Mana Minds") is engaged in the business of distributing digital gift cards and games to wholesale partners and retailers across Europe, Asia, North America, and the Middle East.
- (b) The Company is \_\_\_\_\_ [●]  
[insert description of business activities]. [●]
- (c) [Your Company Name] is interested in exploring a potential partnership with Mana Minds to procure digital gift cards and integrate them into its offerings. This includes discussions on pricing, discounts, related terms, API integration, and online ordering solutions.
- (d) Mana Minds SIA and [Your Company Name] propose to share and discuss certain highly sensitive and confidential information pertaining to the procurement of digital gift cards, pricing structures, discount arrangements, API integration requirements, and online ordering solutions ("Purpose").
- (e) In connection with this Purpose, both parties will be disclosing confidential information to each other.
- (f) The parties agree that the provision of such information shall be in accordance with the terms and conditions of this Agreement.

### NOW, IT IS HEREBY AGREED as follows:

#### 1. Definition

"**Authorised Person**" means (i) in relation to the Company, authorised representatives of the Company to whom disclosure of Confidential Information is strictly necessary to fulfil the Purpose and shall include its advisers; and (ii) in relation to Mana Minds, authorised representatives of Mana Minds to whom disclosure of Confidential Information is strictly necessary to fulfil the Purpose, including other members of Mana Minds's Group and its advisers.

"**Confidential Information**" shall mean:

- (a) all commercial, business, financial, technical, operational, administrative, marketing or other information or data (including trade secrets, know-how, customer and supplier details, business opportunities and processes, plans, intentions, market strategy and opportunities, customer and business affairs, future plans for the development of the business of the Group, and any other material bearing or

incorporating any information and documentation relating to the Group) in whatever form supplied or received (whether in oral, written, magnetic, electronic, digital or any other form) relating to the Group and its affairs which is directly or indirectly disclosed or made available on or after the date of this Agreement;

- (b) copies, analyses, compilations, studies and other documents which contain or otherwise reflect or are generated from any such information; and
- (c) the fact that the Purpose and potential transactions are contemplated, any terms or facts or discussions relating to the Purpose and the terms of any documentation for the Purpose, if any, including this Agreement.

**“Disclosing Party”** means the party disclosing the Confidential Information.

**“Group”** means for purposes of this Agreement, as the context may require, either (i) Mana Minds and its parent, subsidiaries, associates and affiliates or (ii) the Company and its subsidiaries, associates and affiliates.

**“Receiving Party”** means the party to whom the Confidential Information is disclosed.

## **2. Scope**

In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party undertakes and agrees to treat and maintain as confidential the Confidential Information it has received in accordance with the terms and conditions in this Agreement.

## **3. Purpose**

The Receiving Party shall use the Confidential Information only for the Purpose.

## **4. Confidentiality Obligation**

The Receiving Party shall:

- (a) not disclose the Confidential Information or any part of it to any person other than an Authorised Person and require that each such Authorised Person comply with confidentiality provisions no less onerous than those contained in this Agreement;
- (b) not use the Confidential Information or any part of it for any purpose other than the Purpose;
- (c) not make any copies, summaries, transcripts, analyses, compilations, studies or other documents which contain or otherwise reflect or are generated from, the whole or any part of the Confidential Information save as is strictly necessary for the Purpose and provided that all such copies, summaries, transcripts, analyses, compilations, studies or other documents shall be clearly identified as being, Confidential Information;
- (d) notify the Disclosing Party immediately when it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorised Person;
- (e) to the extent possible keep all Confidential Information separate from its own information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential or proprietary information; and
- (f) upon termination or at the request of the Disclosing Party, deliver up to the Disclosing Party or destroy or erase (as the Disclosing Party may direct) any records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information or which are produced or received by the Receiving Party in connection with the Purpose, except to the extent that the same form part of the permanent records of the Receiving Party which it is bound by law or regulatory requirement to preserve, or which the Receiving Party may reasonably

require to keep for archive purposes, and the provisions of this Agreement shall, notwithstanding its termination, continue to apply to all such retained Confidential Information.

## **5. Exceptions to obligation of confidence**

Notwithstanding any other provisions in this Agreement, the Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations shall not apply to, any Confidential Information that:

- (a) is required by law or any governmental or other regulatory authority to be disclosed;
- (b) is or becomes part of the public domain through no fault of the Receiving Party;
- (c) is known to the Receiving Party prior to the disclosure by the Disclosing Party without an obligation to keep such Confidential Information confidential;
- (d) is subsequently obtained by the Receiving Party from a third party without breach of any obligation of confidentiality owed to any third party or the Disclosing Party;
- (e) is independently developed by the Receiving Party without any breach of this Agreement as evidenced by written records; or
- (f) is approved for public release by the Disclosing Party.

## **6. Announcements**

Neither party shall make any public announcement or comment in relation to the Confidential Information or the Purpose, without the prior written consent of the other party.

## **7. Intellectual Property Rights**

Neither party shall acquire any intellectual property rights nor any other rights under this Agreement or through any disclosure, except the limited right to use the Confidential Information in accordance with this Agreement.

## **8. Warranty**

The Confidential Information disclosed under this Agreement is delivered on a "as is" basis, and all representations or warranties, whether express or implied, including warranties or conditions for fitness for a particular purpose, accuracy or completeness, title and non-infringement, are disclaimed.

## **9. Duration**

This Agreement shall automatically terminate upon notification by Mana Minds, or when Mana Minds decides not to proceed with the Purpose and gives the Company written notice to that effect, or upon the entry by the parties into a definitive agreement relating to the Purpose, whichever is earlier.

Notwithstanding the termination of this Agreement for any reason, the obligations of confidentiality shall continue and remain in effect for a period of 2 years from the date of termination of this Agreement.

## **10. Law**

This Agreement is governed by and interpreted in accordance with the laws of Latvia and each party submits to the exclusive jurisdiction of the courts of Latvia.

## **11. Counterparts**

This Agreement may be entered into in the form of two or more counterparts, and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**12. General**

- (a) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter.
- (b) No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorised representative of each party and no failure or delay in enforcing any right will be deemed a waiver.
- (c) This Agreement shall be binding upon each party's respective successors in title and this Agreement and the obligations created by this Agreement shall continue to be valid and binding notwithstanding any change by amalgamation reconstruction or otherwise (including but not limited to a change of name or corporate identity) which may be made in the constitution of either party to this Agreement.
- (d) If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- (e) The headings to the Clauses of this Agreement are included merely for reference and shall not affect the meaning of the language therein.
- (f) Words denoting natural persons include bodies corporate or unincorporated. Words denoting singular shall include the plural and vice versa.

***[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]***

In witness whereof the parties have executed this Agreement on the day, month and year first above written.

Signed for and on behalf of:  
**MANA MINDS SIA**  
(Company No. 40203111438)

by:

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Name:  
Designation:

Signed for and on behalf of:

[●] \_\_\_\_\_ [Company No.] [●]

by:

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Name:  
Designation: