

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into as of the date set forth below by and between Provider Giorgi Davitashvili or [www.memcash.app](http://www.memcash.app) (the "Provider") and the undersigned individual or entity (the "Recipient").

1. **Purpose.** In connection with the Recipient's interest in reviewing the full description or white paper of the MEM Cash service (the "Confidential Information"), the Provider is prepared to make available to the Recipient such Confidential Information in accordance with the provisions of this Agreement.

2. **Definitions.**

(a) The term "Confidential Information" means any information concerning the Provider or the MEM Cash service which has been or is furnished to the Recipient in connection with the Recipient's review, including business, financial, operational, technical, or other details, and includes all notes, analyses, compilations, studies, interpretations, or other documents prepared by the Recipient or its Representatives which contain or are based upon, in whole or in part, the information furnished by the Provider. The term Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement, (ii) was within the Recipient's possession prior to its being furnished to the Recipient by or on behalf of the Provider, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider with respect to such information, or (iii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Provider, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider with respect to such information.

(b) The term "Representatives" shall include the directors, officers, employees, agents, partners, or advisors (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors) of the Recipient.

(c) The term "Person" includes the media and any corporation, partnership, group, individual, or other entity.

1. **Use of Confidential Information.** The Recipient shall, and shall cause its Representatives to, use the Confidential Information solely for the purpose of reviewing the MEM Cash service description, keep the Confidential Information confidential, and, subject to Section 5, will not, and will cause its Representatives not to, disclose any of the Confidential Information in any manner whatsoever; provided, however, that any of such information may be disclosed to the Recipient's Representatives who need to know such information for the sole purpose of helping the Recipient review the information. The Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives. This Agreement does not grant the Recipient or any of its Representatives any license to use the Provider's Confidential Information except as provided in this Agreement.
2. **Legally Required Disclosure.** If the Recipient or its Representatives are requested or required (by oral questions, interrogatories, other requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Confidential Information, the Recipient shall provide the Provider with prompt written notice of any such request or requirement together with copies of the material proposed to be disclosed so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Provider, the Recipient or its Representatives are nonetheless legally compelled to disclose Confidential Information or otherwise be liable for contempt or suffer other censure or penalty, the Recipient or its Representatives may, without liability hereunder, disclose to such requiring Person only that portion of such Confidential Information which the Recipient or its Representatives is legally required to disclose, provided that the Recipient and/or its Representatives cooperate with the Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information by the Person receiving the material.
3. **Return or Destruction of Confidential Information.** If the Recipient decides not to proceed with further interest in the MEM Cash service, or at any time upon the request of the Provider for any reason, the Recipient will, and will cause its Representatives to, within five business days of receipt of such notice, destroy or return all Confidential Information in any form, provided that this Agreement shall not require

the Recipient to alter or destroy backup tapes or other media containing Confidential Information made in the ordinary course of business pursuant to automated archival processes. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Representatives will continue to be bound by the Recipient's obligations hereunder with respect to such Confidential Information.

4. **Maintaining Privilege.** If any Confidential Information includes materials or information subject to the attorney-client privilege, work product doctrine, or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Recipient understands and agrees that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege. All Confidential Information provided by the Provider that is entitled to protection under the attorney-client privilege, work product doctrine, or other applicable privilege shall remain entitled to such protection under these privileges and this Agreement.
5. **No Representations or Warranties; No Obligation to Disclose.** The Recipient understands and acknowledges that neither the Provider nor its representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information furnished by or on behalf of the Provider and shall have no liability to the Recipient, its Representatives, or any other Person relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Nothing in this Agreement shall be construed as obligating the Provider to provide, or to continue to provide, any information to any Person.
6. **Modifications and Waiver.** No provision of this Agreement can be waived or amended except by written consent of the Provider. No failure or delay by the Provider in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.
7. **Remedies.** The Recipient understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient or any of its Representatives and that the Provider shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach or threat thereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the Provider.
8. **Legal Fees.** In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient or its Representatives has breached this Agreement, then the Recipient shall be liable and pay to the Provider the reasonable legal fees and costs incurred by the Provider in connection with such litigation, including any appeal therefrom.
9. **Governing Law.** This Agreement is for the benefit of the Provider and shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.
10. **Severability.** If any term, provision, covenant, or restriction contained in this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, or restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and if a covenant or provision is determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties intend and hereby request that the court or other authority making that determination shall only modify such extent, duration, scope, or other provision to the extent necessary to make it enforceable and enforce them in their modified form for all purposes of this Agreement.
11. **Term.** This Agreement shall terminate three (3) years after the date of this Agreement.
12. **Entire Agreement.** This Agreement contains the entire agreement between the Provider and the Recipient regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements, and discussions between them regarding such subject matter.
13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement as of the date written below.

**PROVIDER:**

By: www.memcash.app

Name: Giorgi Davitashvili

Title: Co-Founder Inventor of MEM Cash & Product Architect

Date: \_\_\_\_\_

**RECIPIENT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_