



LeadJourney Ltd. - Registration Number HE485008

Mutual Non-Disclosure Agreement

Version 1.0 · LeadJourney Ltd.

Customer	Company
[CUSTOMER COMPANY NAME] [CUSTOMER ADDRESS] [CUSTOMER COUNTRY] <i>Hereinafter referred to as the "Customer"</i> Customer Contact for Notices: [CUSTOMER EMAIL]	LeadJourney Ltd. Artemidos 6 str., Apartment 24 Joanna Court, 6030 Larnaca, Cyprus Registration Number HE485008 <i>Hereinafter referred to as the "Company"</i> Company Contact for Notices: hello@leadjourney.io

(hereinafter collectively referred to as the "Parties" or individually the "Party")

Purpose:	To assure the protection and preservation of confidential and/or proprietary information disclosed or made available by a party to the other party in connection with the evaluation and use of the LeadJourney platform and any commercial collaboration between the Parties.
Effective Date:	The date on which both Parties have signed this Agreement, i.e., the date the second party to sign has signed.
Confidentiality Period:	3 (three) years from the Effective Date.
Governing Law:	Republic of Cyprus
Dispute Resolution:	Litigation in the courts of Larnaca, Cyprus
Affiliate:	(i) any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement; or (ii) any fund or limited partnership managed or advised by the Receiver or its Affiliate, or whose general partner or manager is so managed.

In consideration of the above Purpose, both the Company and the Customer are willing to disclose confidential information to the other party on the following terms:

1. What is Confidential Information?

1.1 "Confidential Information" means information that is:



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- a. disclosed by a party to this Agreement (the "Discloser") or on the Discloser's behalf by its authorised representatives or Affiliates,
- b. received by the other party to this Agreement (the "Receiver") and/or its Permitted Receivers (as defined below), and
- c. disclosed in relation to the Purpose stated above.

1.2 Confidential Information includes but is not limited to: business and commercial plans and strategies, business operations and systems, information concerning employees, customers, licensees, unpublished patent applications, trade secrets, inventions, ideas, procedures, formulations, processes, formulas, pricing, product roadmaps, and data.

1.3 Confidential Information does not include information that:

- a. is or enters the public domain through no breach of this Agreement,
- b. was known to the Receiver at the time of disclosure,
- c. was lawfully obtained by the Receiver from a third party free of any obligation of confidentiality,
- d. was independently developed by the Receiver without reference to the Confidential Information, or
- e. is expressly indicated by the Discloser as non-confidential at the time of disclosure or at any time thereafter.

2. Who May Receive Confidential Information?

2.1 "Permitted Receiver" means the Receiver's Affiliates and the Receiver's or its Affiliates' officers, employees, members, representatives, professional advisors, agents, and subcontractors who:

- a. have a need to know the Confidential Information for the Purpose of this Agreement, and
- b. have agreed to keep it confidential and restrict its use to the same extent as the Receiver has agreed under this Agreement.

2.2 The Receiver is liable for any breach of this Agreement by a Permitted Receiver as if such Permitted Receiver were a party to this Agreement.

2.3 The Receiver may disclose Confidential Information if required to do so by law or regulation, provided that the Receiver must:

- a. promptly notify the Discloser of such requirement to the extent permitted by law,
- b. take reasonable steps to limit the disclosure to only the minimum required, and
- c. request limitations on use and disclosure (such as through a protective order) to the same extent as protected under this Agreement.

3. What are the Parties' Obligations?

3.1 The Receiver must:

- 3.1.1 only use Confidential Information for the Purpose,



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3.1.2 keep the Confidential Information secure and confidential, and only disclose it as permitted under this Agreement,

3.1.3 promptly notify the Discloser if it becomes aware of any actual or suspected breach of this Agreement, and

3.1.4 within 30 (thirty) days of the Discloser's written request, take reasonable steps to destroy or erase any Confidential Information it holds, except that the Receiver may retain copies:

- a. securely stored in archival or computer back-up systems:
 1. to meet legal or regulatory obligations, or
 2. in accordance with bona fide record retention policies.
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4. How Long Do the Obligations Last?

4.1 The Receiver's obligations under this Agreement commence on the Effective Date and remain in force until the end of the Confidentiality Period.

4.2 Either party may terminate this Agreement with 30 (thirty) days' written notice. Termination shall not affect the Parties' obligations with respect to Confidential Information disclosed prior to termination; such obligations shall continue until the end of the Confidentiality Period.

5. Other Important Provisions

5.1 Notices. Formal notices under this Agreement must be in writing and sent to the contact addresses on the front page of this Agreement, as may be updated by written notice.

5.2 Third Parties. Except for the Discloser's Affiliates, no person other than a party to this Agreement has the right to enforce any of its terms.

5.3 No Licence. Nothing in this Agreement implies or grants any rights or licences to trademarks, copyrights, patents, or any other proprietary rights of the Discloser.

5.4 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to its subject matter. The invalidity or unenforceability of any provision shall not affect the remainder of the Agreement.

5.5 Amendments. Any amendments to this Agreement must be agreed in writing and signed by both Parties.

5.6 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets, where no consent is required.

5.7 Waiver. Failure by a party to enforce any right under this Agreement does not constitute a waiver of that right.

5.8 Equitable Relief. The Discloser may seek injunctive relief or specific performance to enforce its rights under this Agreement without the need to post a bond or other security.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.



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5.10 Governing Law. This Agreement is governed by the laws of the Republic of Cyprus (excluding conflicts of laws principles). The English language version of this Agreement shall control its interpretation.

5.11 Dispute Resolution. Any dispute arising in connection with this Agreement shall be resolved exclusively in the courts of Larnaca, Cyprus.

6. Signatures

This Agreement is entered into as of the date last signed below.

On behalf of the Customer	On behalf of LeadJourney Ltd.
Signature	Signature
	Jonas Strambach, Director
Name, Title	LeadJourney Ltd.
Company Name	Date
Date	