

Non-disclosure agreement



Globalcorp Inc.
99 Mountain Drive



Juro Online Limited
7-9 Woodbridge St, Farringdon, London EC1R 0LL
(together, the 'parties')

Summary

| | |
|---------------------------------------|---|
| Date of agreement | 31 January, 2021 ('Effective Date') |
| Length of agreement | 3 years ('Term') |
| Purpose of sharing information | Commercial partnership ('Purpose') |
| Information covered | Confidential information ('Confidential Information') |

The agreement

The parties intend to share Confidential Information in relation to the Purpose.



Length of agreement

This agreement starts on the Effective Date and continues throughout the Term.



Keeping information secret

Any party receiving Confidential Information from the other will keep that information confidential. This includes:

- (a) not using or exploiting, storing or copying the Confidential Information except as necessary for the Purpose
- (b) not disclosing any Confidential Information to anyone else

The parties will not disclose the existence of this Agreement unless agreed otherwise in writing.



Keeping information safe

The parties agree to apply to Confidential Information the same safeguards they would apply to their own confidential information. This includes:

- (a) keeping it in a safe and secure place
- (b) taking steps to prevent unauthorised access
- (b) notifying the other party immediately if there is reason to believe the information has been disclosed to someone it should not have been

If the Confidential Information contains personal data (as defined under GDPR), the parties agree to enter into a separate data processing addendum.



When you can disclose information

Confidential Information can be disclosed by a party where:

- (a) it becomes publicly available through some other route
- (b) it was already (lawfully) in the possession of the person receiving it
- (c) a party is ordered to disclose the information by a government or regulatory body and is legally obliged to do so

A party can only share Confidential Information internally with its directors, officers, employees and advisers.



Ownership of information

All Confidential Information is the property of the party disclosing it and no intellectual property rights are granted to the receiving party.

Each party confirms it has the right to disclose its Confidential Information to the receiving party and that they may use the Confidential Information for the Purpose.

The disclosing party makes no representation that the Confidential Information is accurate or complete.

Neither party will assign or transfer their rights under this agreement to any other party.



Breaches of this agreement

The parties acknowledge that the Confidential Information is highly-sensitive and vital to their business and that financial compensation may not be a sufficient remedy for a party breaking this agreement.



Governing law and jurisdiction

This Agreement and any dispute arising out of or in connection with it is governed by and interpreted in accordance with the laws of New York.

The parties agree that the courts of New York shall have jurisdiction to settle any dispute or claim in connection with this Agreement.

SIGNED by

Juro Online Limited

X _____

Signatory:

Email of signatory:

Timestamp: