

NON-DISCLOSURE AGREEMENT (NDA)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of June 17, 2025 ("Effective Date"), by and between:

CoinDesk Inc., acting through its division **CoinDesk Events**, a Delaware corporation with principal offices located at 123 Innovation Lane, New York, NY 10001 (the "Disclosing Party");

and

The individual or entity receiving access to confidential information under this Agreement (the "Receiving Party").

WHEREAS, the Disclosing Party is organizing one or more private or restricted-access events (collectively, "Events") intended to preview strategic developments, showcase confidential projects, and facilitate non-public conversations within the Web3 and blockchain ecosystem;

WHEREAS, in connection with participation in such Events, the Disclosing Party may disclose to the Receiving Party certain confidential, sensitive, or proprietary information;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Confidential Information**

"Confidential Information" includes, without limitation:

- Details of unreleased products or partnerships;
- Identities of private guests, attendees, or contributors;
- Information disclosed verbally or in written form during pre-event communications, event sessions, or internal briefing materials;
- Proprietary strategies, metrics, roadmaps, or investor-facing narratives.

2. **Obligations of the Receiving Party**

NON-DISCLOSURE AGREEMENT (NDA)

The Receiving Party agrees:

- a. To maintain all Confidential Information in strict confidence and to use at least a reasonable standard of care in handling such information;
- b. To not disclose any Confidential Information to third parties without prior written consent from the Disclosing Party;
- c. To use the Confidential Information solely for the purposes of participating in the Events and not for any unauthorized commercial or competitive advantage.

3. **Exclusions**

Confidential Information shall not include information that:

- Is or becomes publicly available through no breach of this Agreement;
- Was lawfully in the Receiving Party's possession prior to disclosure;
- Is rightfully disclosed to the Receiving Party by a third party not under confidentiality obligations;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's information.

4. **Ownership and Return**

All Confidential Information remains the exclusive property of the Disclosing Party. Upon request, the Receiving Party agrees to destroy or return all materials containing Confidential Information.

5. **Duration**

This Agreement shall remain in effect for two (2) years following the Effective Date, unless terminated earlier by written notice from the Disclosing Party.

6. **No License or Obligation**

Nothing in this Agreement shall be construed as granting any license or right to use the Confidential Information except as expressly provided herein. Participation in an Event does not obligate CoinDesk Inc. or its affiliates to disclose any specific information or enter into any further relationship.

7. **Remedies and Enforcement**

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm. The Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and

NON-DISCLOSURE AGREEMENT (NDA)

specific performance, in addition to all other remedies available under law.

8. ****Governing Law and Jurisdiction****

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in New York County, NY.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

Authorized Representative - CoinDesk Inc.: _____

Recipient Name: _____

Signature: _____

Date: _____