



Meta
Humans

NON-DISCLOSURE

surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential Information does not include:

- A. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
- B. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
- C. Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.
- D. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.
- E. This non-disclaimer forms part of the terms and conditions once the receiving party accepts any service delivery from Meta Humans LTD.

Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the Party intending to disclose the information. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

2. TERM

The term of this Agreement is 5 years from the date of execution by both Parties.

3. TITLE

The Receiving Party agrees that all confidential information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4. DISCLAIMER

Nothing contained in this Agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed. Neither this agreement nor any Confidential Information shall create, or be deemed liable to create a legally binding or enforceable agreement or offer to enter into any business relationship.

5. NO LICENSE GRANTED

Neither Party grants the other any license, by implication nor otherwise, to use any Confidential Information except as expressly stipulated in this Agreement.

6. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

7. UNAUTHORIZED USE

Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Receiving Party Personnel or former Receiving Party Personnel.

- 7.1.1 “The Parties” will not, during or subsequent after the term of this **agreement**, use any of **the confidential information** for any purpose whatsoever other than the performance of the **services** on behalf of **the client** or disclose **the client’s confidential information** to any third party, without the advanced written authorization of **the client**.
- 7.1.2 “The Parties” further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such **confidential information** including, but not limited to, limiting access to such information to individuals within its organization that have a bona fide need to know of such information, having each employee of “The Parties”, if any, with access to any **confidential information** execute a nondisclosure **agreement** containing provisions and restrictions substantially similar to those contained in this **agreement**.
- 7.1.3 The receiving party agrees not to disclose or communicate, in any manner, to any third party, either during or after **the ending of this non-disclosure agreement** with **any third party**, information about **the disclosing party**, its operations, clientele, or any other information, that relate to the business of **the disclosing party** including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of **proprietary** information of **the disclosing party**.
- 7.1.4 “The Parties” acknowledges that the above information is material and confidential and that it affects the profitability of both parties.
- 7.1.5 This non-disclosure is bound by both **parties** to this **agreement** and both **parties** will honour the non-disclosure of each **Parties** technologies, trade secrets and know-how.
- 7.1.6 “The Parties” understands that any breach of this provision, or that of any other **confidentiality** and **non-disclosure agreement**, is a material breach of this **agreement**.
- 7.1.7 To the extent **the party’s** feel they need to disclose **confidential information**, they may do so only after obtaining written authorization from the signing representatives of this **agreement**.
- 7.1.8 “The Parties” will keep completely confidential the **confidential information** disclosed by the other party, and shall not publish, disseminate, distribute, disclose, sell, assign or otherwise make use of any **confidential information** of the other party except in connection with and in consideration for the proposed business relationship.
- 7.1.9 Each party agrees that **confidential information** disclosed to it under this **agreement** may be disclosed to employees and agents within their organization who specifically have a bona fide need to know the

confidential information with respect to the consideration of the proposed business relationship, and, or the consummation of a transaction between **the parties**, and who have been provided a copy of this **agreement** and have agreed to be bound by the terms hereof to the same extent as **the parties** hereto.

7.1.10 Either party shall have the right to refuse to accept the disclosure of any **confidential information**. Neither party shall be obligated to disclose to the other party any confidential **information**. This clause of the **agreement** does not include Third Parties.

7.1.11 “The Parties” or their personnel, or any person undergo training on behalf of Meta Humans LTD, in our training rooms, will sign a non-disclosure document on behalf of “The Parties”, who give permission and authorise the student to sign such document and the **receiving party** will protect Meta Humans Ltd rights in agreement with the non-disclosing of information. This obligation shall survive the termination.

8. INJUNCTIVE RELIEF

Receiving Party acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause Disclosing Party irreparable damage, and that Disclosing Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. MODIFICATIONS

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

10. PRIOR UNDERSTANDINGS

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations, and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

11. WAIVER

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. This disclosure is part of the terms and conditions of **Meta Humans** Ltd under point 7 of the terms and conditions.

12. COMPLIANCE WITH LAW

The Receiving Party agrees to abide by all federal, state, and local and international laws, ordinances, and regulations. The chosen jurisdiction is George, Western Cape, South Africa and the offices of Meta Humans LTD in the state of Delaware, respective to the chosen jurisdiction by the directors of Meta Humans LTD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISCLOSING PARTY

RECEIVING PARTY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date of signature: _____

Date of signature: _____

This document consists of 6 pages including the signature page. No alterations of this document are allowed and the online version may be viewed at <https://metahumans.ltd/legal> which forms part of the full terms and conditions between the Disclosing Party and the Receiving Party.