

KEIRETSU PLATFORM

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into between:

KEIRETSU FORUM LLC FZ, a Free Zone Limited Liability Company incorporated under the laws of the United Arab Emirates, Registration No. 230681, with its registered office at Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates ("Keiretsu");

and

the individual or legal entity registered as a user of the Keiretsu Platform and accepting this Agreement electronically through its registered account ("User").

Keiretsu and the User are each a "Party" and together the "Parties."

1. Electronic Acceptance and Effective Date

This Agreement becomes effective on the date and time the User electronically accepts it through the Keiretsu Platform ("Effective Date").

By selecting "**I have read and agree to the Keiretsu Confidentiality and Non-Disclosure Agreement**", the User confirms that they have read, understood and agreed to be legally bound by this Agreement.

Where the User acts on behalf of a company, fund, family office, investment vehicle or other legal entity, the User confirms that they are authorized to bind that entity to this Agreement.

The User's electronic acceptance shall constitute execution of this Agreement. Keiretsu may retain an electronic record of the User's identity, account, date and time of acceptance and the version of the Agreement accepted.

2. Purpose

The purpose of this Agreement is to enable the User to access and evaluate startups, investment opportunities and related information made available or introduced through the Keiretsu Platform ("Purpose").

In connection with the Purpose, Keiretsu, startups, founders or other parties participating through the Platform may provide the User with confidential, commercial, financial, operational, strategic, technical or other sensitive information.

3. Confidential Information

“Confidential Information” means any non-public information made available to the User through Keiretsu or the Platform, whether in writing, electronically, orally, visually or otherwise.

This includes, without limitation:

- business plans, pitch decks and presentations;
- financial information, forecasts and valuations;
- cap tables and fundraising information;
- investment terms and documentation;
- customer, supplier and commercial information;
- technology, software, intellectual property and technical information;
- business models, strategies and operating information;
- due diligence materials; and
- any other information that a reasonable person would understand to be confidential.

Confidential Information includes information belonging to Keiretsu as well as information belonging to startups, founders and other parties whose information is made available through the Platform.

4. Confidentiality and Permitted Use

The User agrees to:

- a) keep all Confidential Information strictly confidential;
- b) use Confidential Information solely for evaluating a potential investment or business opportunity presented through Keiretsu;
- c) not disclose Confidential Information to any third party without authorization;
- d) not copy, distribute, publish or otherwise use Confidential Information except as reasonably necessary for the Purpose; and
- e) take reasonable measures to protect Confidential Information against unauthorized access, use or disclosure.

The User may disclose Confidential Information to its directors, employees, investment committee members, professional advisers or representatives who have a legitimate need to review it for the Purpose, provided they are subject to appropriate confidentiality obligations.

The User remains responsible for any unauthorized disclosure or misuse by such persons.

5. Non-Circumvention

Any startup or investment opportunity first accessed, identified or introduced to the User through Keiretsu or the Keiretsu Platform shall be considered an introduction made by Keiretsu.

The User shall not directly or indirectly circumvent Keiretsu by pursuing, negotiating or entering into any investment or business relationship with any startup introduced through Keiretsu or the Keiretsu Platform without Keiretsu's prior knowledge and involvement.

This obligation shall apply for twenty-four (24) months from the date of the relevant introduction.

This provision shall not apply where the User can demonstrate that it had an existing relationship or active investment discussions with the relevant startup before its introduction through Keiretsu.

6. Exclusions

Confidential Information does not include information that the User can demonstrate:

- a) was lawfully known to the User before disclosure;
- b) becomes publicly available without breach of this Agreement;
- c) is lawfully received from another source without confidentiality restrictions; or
- d) is independently developed without use of the Confidential Information.

Disclosure required by law, regulation or court order shall not constitute a breach, provided that, where legally permitted, the User gives reasonable prior notice to Keiretsu or the relevant information owner.

7. Intellectual Property and No Investment Commitment

All intellectual property and proprietary rights contained in Confidential Information remain the property of Keiretsu or the relevant startup, founder or information owner.

Access to Confidential Information does not grant the User any ownership, license or other rights except the limited right to review such information for the Purpose.

Nothing in this Agreement obligates Keiretsu, the User or any startup to enter into an investment, transaction or other commercial relationship.

8. Term and Survival

This Agreement shall remain in effect for three (3) years from the Effective Date.

The User's confidentiality obligations shall continue for three (3) years from the date of the relevant disclosure or for so long as the information remains confidential, whichever is longer.

The non-circumvention obligation shall apply for the period specified in Clause 5.

9. Remedies

The User acknowledges that unauthorized disclosure or misuse of Confidential Information may cause material harm to Keiretsu or the relevant information owner.

Keiretsu and/or the affected information owner may seek appropriate legal or equitable remedies in the event of a breach, including injunctive relief where available.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Dubai International Arbitration Centre (DIAC).

11. General

This Agreement constitutes the understanding between Keiretsu and the User regarding confidentiality and use of information accessed through the Platform.

If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect.

No failure by Keiretsu to enforce any provision shall constitute a waiver of its rights.

Keiretsu may update this Agreement from time to time. Where an update materially changes the User's obligations, the User may be required to accept the updated version before continuing to access Confidential Information through the Platform.

ELECTRONIC ACCEPTANCE

By checking the acceptance box on the Keiretsu Platform, the User confirms that they have read, understood and agreed to be legally bound by this Agreement.