

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is effective from the date you register on www.thetravelesim.com or www.xylen.net or www.yolotravelnetwork.com between:

Xylen Management Ltd, a company incorporated and registered in England and Wales, with its registered office at The Custard Factory, Zellig 206 Gibb Street, Birmingham B9 4AU, United Kingdom (hereinafter referred to as the "Disclosing Party"),

AND

Any individual or entity accessing or using the Disclosing Party's confidential information through www.thetravelesim.com or www.xylen.net or www.yolotravelnetwork.com (hereinafter referred to as the "Receiving Party").

1. PURPOSE

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party in connection with discussions and business dealings relating to the resale of travel eSIMs (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- Technical information, such as product designs, specifications, software, and related documentation;
- Business information, such as pricing strategies, customer lists, marketing strategies, and financial data;
- Any other information that is marked or identified as "confidential" or "proprietary" at the time of disclosure.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- a) Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- b) Was known to the Receiving Party before receiving it from the Disclosing Party;

- c) Is received from a third party without breach of any confidentiality obligations;
- d) Is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- a) Maintain the confidentiality of the Confidential Information and exercise the same degree of care as it uses with its own confidential information, but in no event less than reasonable care;
- b) Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- c) Not use the Confidential Information for any purpose other than the Purpose outlined in this Agreement;
- d) Restrict disclosure of the Confidential Information to those employees, agents, or consultants who need to know such information in connection with the Purpose and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon termination of this Agreement or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that it has done so.

6. NO LICENSE

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. TERM

This Agreement shall remain in effect for 3 years from the date of disclosure of the Confidential Information. If either party terminates this Agreement, the obligations of confidentiality with respect to any Confidential Information disclosed shall continue for a period of three (3) years from the date of termination.

8. NO WARRANTY

The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

9. INJUNCTIVE RELIEF

The Receiving Party acknowledges that any unauthorised use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

10. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written.

12. AMENDMENTS

This Agreement may be amended or modified only by a written agreement signed by both parties.

13. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

ACCEPTANCE

By accessing or using the Disclosing Party's confidential information through this website or other online platform, the Receiving Party acknowledges that they have read, understood, and agree to be bound by the terms of this Non-Disclosure Agreement.