



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made effective as of ___/___/___ (the "Effective Date"), by and between:

Disclosing Party:

Gregory Malpass, owner of all IP associated with Destiny-Gram and Think Big Partnership, Address: Calle Levante 4, Alegranza, Bloque I, Apt 211, Malaga 29630 National ID: Y5913274B

Receiving Party:

WHEREAS the Disclosing Party possesses certain confidential and proprietary information ("Confidential Information") related to the Destiny-Gram Personal Profiling and AI-Assisted Life Assessment Platform ("The Project")

WHEREAS the Receiving Party acknowledges that the Confidential Information is valuable and of significant importance to the Disclosing Party.

WHEREAS the Receiving Party desires to receive access to the Confidential Information for the sole purpose of Concept Verification/Evaluation, and consideration of any Proposal for Cooperation in any or all aspects of Investment, Co-Ownership, Design, Development, Management, Sponsorship, or Marketing of The Project.

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

1. Definition of Confidential Information

Confidential Information shall include but not be limited to product designs, architecture, software code, technology stack, algorithms, user data models, business plans, financial models, marketing plans, and all intellectual property associated with the Destiny-Gram platform.



2. Non-Disclosure Obligations

2.1 The Receiving Party agrees to hold all Confidential Information in strict confidence and not to disclose, directly or indirectly, any Confidential Information to any third party, without the prior written consent of the Disclosing Party.

2.2 The Receiving Party shall use the Confidential Information solely for the purpose of Concept Verification/Evaluation, and consideration of any Proposal for Cooperation in any or all aspects of Investment, Co-Ownership, Design, Development, Management, Sponsorship, or Marketing of The Project; and shall not use it for any other purpose without the prior written consent of the Disclosing Party.

2.3 The Receiving Party shall take reasonable measures to prevent unauthorized access, use, or disclosure of the Confidential Information. Such measures shall be at least as stringent as the measures the Receiving Party uses to protect its own confidential information.

3. Non-Compete

The Receiving Party agrees not to design, develop, consult on, market, or assist with any competing personal profiling or AI- assisted life assessment or social media-related platform or product incorporating similar elements as Destiny-Gram for a period of 2 years after the date of signature of this NDA.

4. Term

The obligations of confidentiality under this Agreement shall remain in effect for a period of 3 years from the date of disclosure of Confidential Information.

5. Injunctive Relief

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm, and that the Disclosing Party shall be entitled to seek immediate injunctive relief to limit damages and prohibit further violations.

6. Residual Information

Even if materials containing Confidential Information are returned or destroyed, any retained mental impressions, notes or memoranda related to the Confidential Information shall remain subject to the obligations herein.

7. Authority to Bind

The persons signing below represent that they have authority to legally bind their respective organizations to the terms of this NDA.



NDA

8. Consent for Use

The Receiving Party will not utilize any Confidential Information, even internally, without obtaining prior written consent from the Disclosing Party.

9. Secure Transmission

Any future transmission of Confidential Information shall be through encrypted email, secure file transfer systems, or other means approved by the Disclosing Party.

10. Governing Law

This Agreement shall be governed by the laws of England and Wales and any applicable laws in the United States, European Union, and other jurisdictions where the Parties conduct business.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date, ____/____/____

Disclosing Party:

Receiving Party:

Gregory Malpass
