

HASHTAG INFLUENCER PTE. LTD. MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is entered into by and between Hashtag Influencer Pte. Ltd., a private limited company organized under the laws of Singapore (“Disclosing Party”), and the undersigned counterparty (“Receiving Party”), collectively referred to as the “Parties.”

The Parties wish to engage in discussions and potential collaborations involving confidential, proprietary, and sensitive information, and therefore mutually agree as follows:

1. Purpose and Scope

This Agreement facilitates a potential business relationship and governs how both Parties treat confidential, proprietary, and sensitive information exchanged in the process.

2. Definition of Proprietary Information

“Proprietary Information” includes all non-public, confidential, sensitive, or strategic information disclosed in any form. This includes:

- Business strategies, systems, software, source code, contracts, APIs, patents, campaign playbooks, technical documentation, inventions (patentable or not), and influencer databases.
- IP filings, protected content, product designs, third-party agreements, and all frameworks or documentation connected to the other Party.
- All intellectual property, innovations, writings, methods, or technologies created or controlled by Dr. Ravneet Singh (Dr Ravi and/or Campaignguru) including ##Influencer, #Bio, #University, or any affiliated venture or domain worldwide.

3. Mutual Awareness & Respect for Privacy

Both Parties acknowledge awareness of each other’s business history, founders, media presence, clients, or legal matters. Such knowledge shall not be used for public, private, or commercial commentary and will not be shared without written consent.

4. Obligations of Confidentiality

Each Party agrees to:

- Take reasonable care to protect shared Proprietary Information.
- Share information only with those who have a need-to-know and are bound by similar confidentiality obligations.
- Not copy, reverse-engineer, misuse, or commercialize any disclosed information.
- Use confidential materials solely to evaluate or engage in the contemplated business relationship.

5. Exclusions

Confidentiality does not apply to information that:

- Is already public without fault of the Receiving Party,
- Was already lawfully in possession,
- Is disclosed by an authorized third party without restriction,
- Was independently developed without using the disclosed Proprietary Information.

6. Ownership and No License

Proprietary rights remain with the Disclosing Party. No license or transfer of ownership is granted by disclosure.

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7. Return or Destruction

Upon request or termination, each Party shall promptly return or destroy all Proprietary Information and certify the same within 10 business days.

8. Non-Disparagement

Both Parties agree not to make any statements—publicly or privately—that are disparaging, defamatory, or harmful about the other Party, their founders, team members, or affiliates.

9. Ethical Conduct & Legal Compliance

Each Party shall act ethically and in compliance with all applicable laws, including those relevant to IPOs (e.g. NASDAQ regulations), investor communications, and international data protection.

10. Confidentiality of the Relationship

The existence and nature of this Agreement and any discussions under it shall remain confidential unless otherwise required by law.

11. Third-Party Protections

This Agreement extends to third-party partners, creators, clients, and influencers whose information may be disclosed directly or indirectly.

12. Remedies for Breach

Breach of this Agreement entitles the injured Party to equitable relief (injunctions, specific performance), damages, attorney fees, and other legal remedies.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflicts of law provisions. The Parties expressly consent to the exclusive jurisdiction and venue of the state and federal courts located in Travis County, Texas, for any legal action or proceeding arising out of or relating to this Agreement, unless arbitration is initiated as provided below.

14. Dispute Resolution; Mediation and Binding Arbitration

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties agree to first attempt in good faith to resolve the matter through informal negotiation. If the dispute cannot be resolved within thirty (30) days, the Parties shall proceed to confidential, non-binding mediation, with the cost of mediation to be split equally.

If mediation fails, the dispute shall be finally resolved through binding arbitration as follows:

- For disputes involving U.S.-based Parties or operations, arbitration shall take place in Travis County, Texas under the rules of the American Arbitration Association (AAA), before a single arbitrator selected by mutual agreement or, failing that, appointed by AAA.
- For cross-border or international disputes, arbitration shall proceed under the UNCITRAL Arbitration Rules or the International Chamber of Commerce (ICC) Rules, seated in Texas or Singapore, as determined by the Company.
- The prevailing Party in any arbitration or legal proceeding shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including fees related to enforcement.

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15. Legal Costs

Each Party shall bear its own legal and arbitration costs unless otherwise awarded.

16. Term and Survival

The obligations herein survive for three (3) years after the last disclosure of Proprietary Information.

17. Execution and Signature Validity

This Agreement may be signed electronically. Signatures are valid and enforceable under:

- U.S. E-SIGN Act (15 U.S.C. § 7001),
- Texas UETA (Tex. Bus. & Com. Code § 322.001),
- UNCITRAL Model Law, India's IT Act (2000), and EU eIDAS.

18. Responsibility for Employees and Contractors

Each Party shall ensure its employees, contractors, and agents comply with this Agreement. Any breach by them will be treated as a breach by the Party itself.

19. Non-Solicitation of Talent

During the term and for 1 year thereafter, neither Party shall solicit, recruit, or engage the employees, influencers, or advisors of the other Party unless such individual initiates contact independently or is hired through public postings or unrelated recruiters.

20. Artificial Intelligence and Automation

No Party shall input confidential data into public AI tools. Any AI-generated content derived from shared information shall not be reused, published, or monetized without express consent.

21. Financial and Investor Material

Cap tables, investment decks, term sheets, financials, or any investor documents are confidential and may not be disclosed, reproduced, or referenced without consent.

22. Legal Capacity and Comprehension

Each signer affirms:

- Full authority to represent their organization.
- Full understanding of this Agreement, regardless of native language.
- The opportunity to seek legal counsel.
- Willing and voluntary execution of this Agreement.

23. Copyrights, Trademarks, and Service Marks

All service marks, trademarks, branding, and

copyrighted materials shared remain the exclusive property of the originating Party. No license or usage is granted.

24. No Use of Residuals

Neither Party may retain or use the memory or strategic concepts disclosed herein for future commercial use without written permission.

25. Global Enforcement

This Agreement may be enforced in any jurisdiction where either Party operates or maintains assets, including the U.S., India, Singapore, EU, and others.

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26. Certification of Destruction

If requested, each Party will certify in writing that all confidential materials have been returned or securely destroyed.

27. Force Majeure

Neither Party shall be liable for delay or non-performance due to events beyond their control, including natural disasters, war, pandemics, or regulatory shutdowns.

28. Digital Evidence Admissibility

Digital files, timestamps, blockchain receipts, and metadata logs shall be admissible as valid legal evidence in any jurisdiction.

29. Entire Agreement & Amendments

This Agreement reflects the complete understanding. Any changes must be made in writing and signed by both Parties.

30. Global Entity & Brand Coverage

This Agreement applies to all companies, projects, platforms, and locations of either Party, including but not limited to:

- #Influencer, #Bio, #University, and all domain extensions or spin-offs.
- Any current or future entity associated with Dr. Ravneet Singh (Dr Ravi or/and Campaignguru)
- Locations and teams in the United States, Singapore, Dubai, Europe, Latin America, Asia, or elsewhere.

All intellectual property, brand data, and commercial structures across these entities are protected under this single universal Agreement.

Official Notice and Service Addresses

For the purposes of official correspondence, legal notice, service of process, enforcement of this Agreement, or delivery of confidential or contractual materials, the following addresses shall serve as the formally recognized contact locations for the Company:

International Headquarters (Singapore)

Hashtag Influencer Pte. Ltd.
133 New Bridge Road, #08-01
Chinatown Point, Singapore 059413

U.S. Operational Office

Hashtag Bio Inc.
2021 Guadalupe Street, Suite 260
Austin, Texas, 78705
United States of America

European R&D Tech Lab

Hashtag Influencer Oy
Luna House
Mannerheimintie 12 B, 5th Floor
Helsinki, 00100
Finland

Delivery of notices or documents to any of the above addresses, whether by certified mail, courier, or legal process server, shall be deemed valid service. Parties acknowledge that these locations serve distinct functions headquarters, operations, and technology/R&D and authorize their use for the purpose of enforcement, collaboration, or fulfillment of any clause in this Agreement.

(Signature Page Follows)

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NDA ACKNOWLEDGED AND AGREED

SIGNATURE PAGE INSTRUCTIONS: By signing below, the signatory affirms (1) full authority to sign; (2) understanding and acceptance of all terms; (3) consent to electronic signature validity; (4) accurate company/entity info is provided; and (5) agreement is binding as of the signature date.

SIGNED for and on behalf of Receiving Party:

By:

Authorized Signature

Legal Name:

Title:

Mailing Address (Country of citizenship):

Phone:

E-mail:

Date:

Incorporation country of the organization, fund,
or entity (Optional):

SIGNED for and on behalf of Disclosing Party:

By:

Legal Name: Blake Waits

(Authorized Signature)

Title: Chief Banking Officer

Mailing Address: 5304 Shotwell ct

Woodstock, Georgia, USA - 30188

Phone: +1 (912) 547 9027

E-mail: Blake@hashtaginfluencer.com

Date:

By:

Legal Name: Dr. Ravneet Singh

(Witness Signature)

Title: Founder and/or Inventor

Mailing Address: 12688 classic drive. Coral Springs

Florida, USA - 33071

Phone: +1 (202) 361 5572

E-mail: dravi@campaignguru.com

Date:

Legal Contact Information:

If you have legal questions or issues, please reach out to our legal representative.

1. **Jackson Hwu:** Jackson.hwu@dentons.com
2. **Evan W. Turk,** evan@turklawgroup.com
3. **General Legal Inquiries:** legal@hashtaginfluencer.com
4. **Chairman Harlod Krent:** hkrent@kentlaw.iit.edu