

HASHTAG INFLUENCER PTE. LTD.
MUTUAL NONDISCLOSURE AGREEMENT

Effective Date: [To be completed on date of final signature]

This Mutual Nondisclosure Agreement (this “Agreement”) is entered into by and between:

Hashtag Influencer Pte. Ltd.,
a private limited company incorporated under the laws of Singapore, with its headquarters at 133 New Bridge Road, #08-01, Chinatown Point, Singapore 059413
(hereinafter referred to as the “Company”),

and

The undersigned counterparty,
signing in their capacity as an individual or as an authorized representative of an entity, as indicated on the signature page
(hereinafter referred to as the “Recipient”).

The Company and the Recipient may be referred to individually as a “Party” and collectively as the “Parties.”

The Parties intend to engage in discussions relating to a potential investment, partnership, advisory relationship, or similar strategic collaboration, during which confidential, proprietary, and sensitive information may be exchanged. In consideration of the mutual undertakings herein, the Parties agree as follows:

1. Purpose

The Parties wish to explore a potential investment, strategic partnership, or related opportunity. In doing so, each Party may share non-public, proprietary, or confidential information. This Agreement defines and protects the treatment of such disclosures.

2. Definition of Confidential Information

“Confidential Information” means any non-public, proprietary, or sensitive information disclosed by either Party, including but not limited to:

- Business plans, financials, models, investor decks, data rooms, code, documents, IP, and contracts;
- Technical assets, patents (filed or provisional), diagrams, wireframes, and product details;
- All information shared during exploratory communications, online or offline;
- Any data or strategy connected to Dr. Ravneet Singh and affiliated global ventures, including ##Influencer, #Bio, #University, and subsidiaries.

Confidential Information may be shared orally, electronically, visually, or in written form.

3. Obligations of Confidentiality

Each Party agrees to:

- Maintain confidentiality using at least the same degree of care as it uses for its own confidential materials;
- Use Confidential Information solely to evaluate a potential investment, partnership, or engagement;
- Not disclose Confidential Information to any third party without written consent, except to professional advisors bound by similar confidentiality obligations;
- Not use Confidential Information for competitive, commercial, or derivative purposes.

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4. Exclusions

Confidentiality obligations do not apply to information that:

- Is already publicly known without breach;
- Was lawfully in possession prior to disclosure;
- Is rightfully disclosed by an independent third party;
- Is independently developed without use of the Confidential Information;
- Is required to be disclosed by law, provided reasonable prior notice is given.

5. Mutual Respect and Use of Information

Both Parties agree:

- Not to rely upon or reproduce shared materials without permission;
- That all access to pitch decks, data rooms, and business plans is view-only, informational, and non-binding;
- That nothing in this Agreement grants ownership, license, equity rights, or commission entitlements.

6. Access to Investor Materials & Data Room Disclaimer

Investor acknowledges that:

- All data room contents, strategic decks, financial forecasts, and documentation are for early-stage review only;
- These materials do not constitute legal advice, investment guarantees, or financial solicitations;
- All formal due diligence must occur through licensed legal counsel or appointed investment officers of the Company;

- Materials are provided in English and may reflect forward-looking information subject to change.

Investor agrees not to forward, summarize, copy, analyze, or upload Company materials to AI systems, data repositories, or third-party analytics platforms.

7. Use of Generative AI and Automation

No Party may:

- Input Confidential Information into public or proprietary AI platforms (e.g., ChatGPT, Claude, Gemini, etc.);
- Use disclosed information to train AI models or perform derivative analytics;
- Allow any AI-assisted reverse engineering, reproduction, or summarization of materials.

8. Non-Circumvention

Investor agrees not to bypass or circumvent the Company by contacting, engaging, or soliciting:

- The Company's clients, employees, partners, contractors, vendors, or investors
- If such relationships were learned through this NDA—for a period of 24 months.

9. Trade Compliance and Sanctions Exclusion

Recipient represents that:

- It is not located in or acting on behalf of any entity or government sanctioned by the U.S. Department of Treasury (e.g., Iran, North Korea, Syria, etc.);

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- It will not distribute or transfer any Confidential Information to such jurisdictions;
- All parties listed on this Agreement must be in good standing under U.S. and international trade law.

10. Country-Specific Disclosure

Recipient agrees to disclose the legal jurisdiction of the signing entity and any parent organization or investor it represents, including the country of registration. This ensures compliance with anti-money laundering (AML), securities law, and international cooperation agreements.

11. No Representations or Commitments

This Agreement:

- Is not a commitment to transact, invest, or establish a relationship;
- Does not entitle either Party to future rights, profits, or royalties unless explicitly agreed in a separate contract.

12. Term and Return of Information

This Agreement remains effective for three (3) years from the Effective Date. Upon request, each Party shall destroy or return any Confidential Information and confirm such destruction in writing within 10 business days.

13. Legal Capacity and Language

Each Party confirms:

- They have full legal authority to enter into this Agreement;
- They understand its contents, even if English is not their first language;
- They have had the opportunity to seek legal counsel before signing.

14. Governing Law

This Agreement shall be governed by the laws of the State of Texas, United States.

15. Arbitration and Dispute Resolution

Any dispute shall first be submitted to mediation with a 30-day good faith effort. If unresolved, the Parties agree to binding arbitration, either:

- In Travis County, Texas, under the rules of the American Arbitration Association (AAA); or
- Internationally, under the UNCITRAL Model Law or ICC arbitration rules, as mutually agreed.

16. No Publicity or Marketing

Neither Party may use the other's name, brand, logo, likeness, or executive reference in any publication, website, or marketing material without prior written approval.

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17. No Reverse NDA

Company agrees that materials shared by the Investor shall be kept confidential and used solely for evaluating the potential investment, subject to the same terms herein.

18. Severability

If any provision is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.

19. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the Parties regarding its subject matter. Amendments must be in writing and signed by both Parties.

20. Execution and Counterparts

This Agreement may be signed electronically and in counterparts. All signatures are binding under:

- U.S. E-SIGN Act,
- Texas UETA,
- Singapore's ETA,
- India's IT Act (2000),
- EU eIDAS Regulation,
- UNCITRAL Model Law (international enforceability).

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 Recipient and/or Investor:

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 Hashtag Influencer Pte, Ltd.

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