

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Agencio Predict Platform — Individual Users, Developers and Beta Testers

Dated: _____ day of _____ 20_____

BETWEEN:

- (1) **AGENCIO APAC Pte Ltd**, a private company limited by shares, incorporated and registered in Singapore with company number 202347432E, whose registered office is at 173 Sunrise Terrace, Singapore 805367 (“**Agencio**”, which expression includes its Group Companies, successors and assigns); and
- (2) _____ (full legal name), an individual whose residential address is _____, holding identification document number _____ issued by _____ (“**Recipient**”).

Agencio and the Recipient are together the “**Parties**” and each a “**Party**”.

BACKGROUND

- (A) Agencio has developed, and continues to develop, a proprietary decision-intelligence platform known as “**Agencio Predict**” (the “**Platform**”), which fuses prediction markets, derivatives, macro data, news, social sentiment and per-trade flow into a unified signal fabric and exposes that fabric to users through specialised surfaces (including a daily brief, a sandboxed algorithm builder and a trust/analyst layer), together with its underlying source code, source adapters, normalization engine, sandboxed domain-specific language (DSL), cite-or-refuse output layer, scoring engines, schemas, integrations, user interfaces, infrastructure, documentation, roadmap, financials and supporting materials.
- (B) Agencio wishes to grant the Recipient limited, revocable, non-transferable access to the Platform on a closed-cohort, invitation-only basis for the purposes of evaluation, beta testing, internal use, development work, integration work, advisory discussions and/or the provision of feedback (the “**Purpose**”).
- (C) In the course of the Purpose, Agencio will disclose to the Recipient information that is highly confidential, proprietary and commercially sensitive. The Recipient may also disclose certain information of their own to Agencio. The Parties wish to record the terms on which such information will be disclosed and protected.
- (D) The Parties acknowledge that the Recipient may, in the future, be considered for an advisory, consulting, contractor, employment, partnership or equity role with Agencio. Any such role shall require a separate written and signed agreement. Nothing in this Agreement, no access granted under it, and no contribution made by the Recipient, shall be construed as conferring any such role, status, title, founder credit, equity, option, profit share, revenue share, or other entitlement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions shall apply:

- 1.1.1 “**Confidential Information**” means any and all information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether before or after the date of this Agreement, directly or indirectly, in any form (oral, written, visual, electronic, machine-readable,

screen-shared or otherwise), that relates to the Disclosing Party, its Group, the Platform or the Purpose, and that is not lawfully in the public domain. Without limitation, Agencio's Confidential Information includes:

- the architecture, design, structure and source code of the Platform, including the signal fabric, normalization engine, source adapters, DSL/AST evaluator, sandboxed strategy execution, cite-or-refuse logic, schema validators, primitive whitelists, adversarial critic, brief generator, insights/scoring engine and trust layer;
- the list, identity, configuration and integration logic of data sources, APIs, models, model routing, prompt designs, embeddings, vendors and infrastructure providers used by the Platform;
- screenshots, video walkthroughs, demonstrations, beta access materials, decks, briefs, audit documents, integration registries, costing blueprints, pricing, revenue models, user counts, financial projections, investor and funding materials;
- identities of other beta testers, advisors, partners, prospective investors, customers and employees, and any correspondence with them;
- any business, product, marketing, commercial or technical plan, roadmap or know-how relating to Agencio, the Platform or any current, future or contemplated Agencio offering;
- any information designated as confidential or marked "Agencio Internal – Do not re-distribute" (or similar), and any information that the Receiving Party knows, or ought reasonably to know, is confidential.

1.1.2 "Feedback" means any comment, suggestion, idea, improvement, request, bug report, design, drawing, document, configuration, prompt, schema, dataset, code, script, model output, content or other material that the Recipient creates, conceives, contributes, provides or makes available to Agencio in connection with the Platform or the Purpose, whether solicited or unsolicited and whether before or after the date of this Agreement.

1.1.3 "Group" means, in relation to a Party, that Party and its Group Companies. **"Group Company"** means any company that is, for the time being, a subsidiary, affiliate or holding company of a Party, and any subsidiary of any such holding company.

1.1.4 "Output" means any data, signal, citation, brief, score, classification, recommendation, report, code, backtest, chart or other output that is generated by, exported from, or made available through the Platform.

1.1.5 "Platform" has the meaning given in Recital (A) and includes any prototype, alpha, beta, staging, development, production or successor version, and any module, component, feature, model, data feed, dataset, documentation or output of any of the foregoing.

1.1.6 "Purpose" has the meaning given in Recital (B).

1.2 References to a law or statute include that law as amended, extended, re-enacted or replaced from time to time. Words in the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

2. DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 The Disclosing Party shall disclose such Confidential Information to the Receiving Party as the Disclosing Party in its sole discretion considers necessary for the Purpose. Nothing in this Agreement obliges either Party to disclose any particular information.

2.2 The Receiving Party may disclose Confidential Information only to its legal, tax and financial professional advisers strictly on a need-to-know basis for the Purpose, provided each such adviser is bound by written confidentiality obligations no less protective than those in this Agreement. The Receiving Party remains

fully liable for any act or omission of any such adviser as if it were the Receiving Party's own.

- 2.3** The Recipient acknowledges that the Recipient is an individual contracting in their personal capacity and shall not, without Agencio's prior written consent, disclose Confidential Information to any employer, principal, partner, co-founder, investor, family member or any other person.

3. RECEIVING PARTY'S OBLIGATIONS

- 3.1** In consideration of the disclosure of Confidential Information and the grant of access to the Platform, the Receiving Party shall:
- 3.1.1** keep all Confidential Information strictly secret and confidential, and apply at least the same degree of care to it as it applies to its own most sensitive confidential information, and in no event less than a reasonable degree of care;
 - 3.1.2** use the Confidential Information solely for the Purpose and for no other purpose, and in particular not for any personal financial gain, trading decision, investment decision, competitive purpose, publication or media activity;
 - 3.1.3** not copy, reproduce, screenshot, screen-record, photograph, transcribe, summarise, post, blog about, tweet, publish, present or otherwise reproduce any Confidential Information except to the minimum extent strictly necessary for the Purpose;
 - 3.1.4** not, and not permit any third party (including any large-language model, AI agent, training pipeline or third-party service) to, ingest, train on, fine-tune on, embed, index, scrape, mine or otherwise process any Confidential Information or Output, except to the extent expressly authorised in writing by Agencio for the Purpose;
 - 3.1.5** not, and not attempt to, reverse engineer, decompile, disassemble, derive the source code of, recreate, clone, benchmark for competitive purposes, or otherwise study the Platform for the purpose of building a similar or competing product;
 - 3.1.6** not share, sublicense, resell, lend, transfer or assign any account credentials, access token, API key, invitation, link or login to the Platform; access is strictly personal to the Recipient;
 - 3.1.7** comply with the Platform's posted Terms of Service, Privacy Policy, Acceptable Use Policy and any operational, security or compliance instructions provided by Agencio from time to time, all of which are incorporated by reference; and
 - 3.1.8** promptly notify Agencio in writing on becoming aware of any unauthorised disclosure, access, use, loss or suspected compromise of Confidential Information, and provide all reasonable assistance to Agencio in mitigating and addressing the same.
- 3.2** The Receiving Party confirms that the duty of confidentiality imposed by this Agreement extends to all Confidential Information that has been disclosed prior to the date of this Agreement, this Agreement merely recording in writing the confidentiality obligations under which such Confidential Information was originally received.
- 3.3** Agencio gives no warranty or representation, express or implied, statutory or otherwise, as to the accuracy, completeness, fitness for purpose, non-infringement or merchantability of the Confidential Information, the Platform or any Output. The Platform is provided on an "as is" and "as available" basis. The Recipient acknowledges that the Platform is in a development/beta stage, may contain errors, omissions or instability, and that any reliance on it is at the Recipient's sole risk.
- 3.4** Outputs of the Platform are informational only and do not constitute investment, trading, legal, tax or other professional advice, a solicitation to buy or sell any security or derivative, or a substitute for professional advice. The Recipient is solely responsible for any financial decision made by the Recipient. Default access

is paper-trading and mock-credit; live broker routing or live execution is admin-granted only and subject to separate terms.

4. INTELLECTUAL PROPERTY; NO LICENCE

- 4.1** The Recipient acknowledges that the Platform, the Confidential Information and all intellectual property rights subsisting in or related to any of them (including patents, copyrights, database rights, design rights, trade marks, trade names, trade dress, domain names, know-how, trade secrets and rights of a similar nature anywhere in the world, in each case whether registered or unregistered, and including all applications for the same) are and shall remain the absolute property of Agencio (or its licensors, as applicable).
- 4.2** Nothing in this Agreement, and no access to or use of the Platform, transfers, assigns, licenses or grants to the Recipient any right, title or interest in or to any intellectual property of Agencio, save for a limited, personal, revocable, non-transferable, non-sublicensable right to access and use the Platform solely for the Purpose.
- 4.3** The Recipient shall not, nor permit any person on its behalf to, apply for, register or attempt to register any patent, trade mark, design right, domain name or other intellectual property right in respect of any Confidential Information, the Platform, the name “Agencio”, the name “Agencio Predict”, any associated logo, brand or get-up, or anything confusingly similar to any of the foregoing.

5. FEEDBACK AND CONTRIBUTIONS

- 5.1** The Recipient hereby irrevocably and unconditionally assigns to Agencio, with full title guarantee and free from all encumbrances, all of the Recipient’s right, title and interest (including all intellectual property rights, on a worldwide basis and for the full term of those rights including all renewals and extensions) in and to all Feedback, with effect from the moment such Feedback is conceived, created or made available.
- 5.2** To the extent that any Feedback is not capable of being assigned at law, the Recipient grants to Agencio a worldwide, irrevocable, perpetual, royalty-free, fully paid-up, exclusive, sublicensable and transferable licence to use, copy, modify, distribute, prepare derivative works of, publicly perform, publicly display and otherwise exploit such Feedback in any manner and for any purpose.
- 5.3** The Recipient irrevocably waives, and shall procure that all persons claiming under or through the Recipient irrevocably waive, all moral rights and any rights of a similar nature in any jurisdiction in respect of the Feedback, to the maximum extent permitted by applicable law.
- 5.4** The Recipient warrants that (a) the Recipient has full right, power and authority to grant the assignment and waivers in this Clause 5; (b) the Feedback is the Recipient’s own original work and does not, and its use by Agencio will not, infringe the intellectual property rights or other rights of any third party; and (c) the Recipient has not assigned, licensed or encumbered the Feedback to any third party in any manner inconsistent with this Agreement.
- 5.5** Agencio is under no obligation to use, implement, attribute or compensate the Recipient for any Feedback. The Recipient agrees that Feedback is provided gratuitously, in consideration of the access granted to the Recipient under this Agreement, and that the Recipient shall have no claim to any compensation, royalty, equity, founder status, co-author credit or revenue share by reason of having provided any Feedback.

6. NO PARTNERSHIP; NO EQUITY; NO EMPLOYMENT

- 6.1** Nothing in this Agreement, no disclosure of Confidential Information, no grant of access to the Platform and no provision of Feedback shall be deemed to create, or be construed as creating, any employment, agency, partnership, joint venture, fiduciary, founder, co-founder, employer-employee or shareholder relationship between the Parties.

- 6.2** The Recipient acknowledges and agrees that the Recipient has and shall have no entitlement to any share, option, warrant, profit share, revenue share, dividend, distribution, advisory fee, finder's fee, board seat, title, founder credit or any other compensation or interest in Agencio, the Platform or the proceeds of any of them, by reason of (or in connection with) this Agreement, the disclosures hereunder, the access granted hereunder, the Recipient's involvement in any beta cohort or advisory discussion, or the provision of any Feedback or other contribution.
- 6.3** Any future advisory, consulting, contractor, employment, partnership, co-founder, equity, option, or revenue-sharing arrangement between the Parties shall be effective only if and when reduced to writing and signed by an authorised signatory of Agencio. No oral statement, course of dealing, email, chat message, social-media post or pitch material shall be capable of creating any such arrangement.
- 6.4** Without limiting Clause 6.3, the Recipient shall not represent to any third party, including in any biography, CV, résumé, LinkedIn profile, website, pitch deck, press release, podcast, conference or social-media post, that the Recipient is a co-founder, founder, partner, director, officer, employee, shareholder, advisor or representative of Agencio or of the Platform, unless and to the extent expressly authorised in writing by Agencio.

7. NON-CIRCUMVENTION; NON-COMPETE; NON-SOLICITATION

- 7.1** During the term of this Agreement and for a period of twenty-four (24) months after termination, the Recipient shall not, directly or indirectly, alone or jointly with or on behalf of any other person, design, develop, build, fund, invest in, advise, consult to, take an equity interest in, operate, manage, market or otherwise be commercially involved in any product, service, platform, business or venture that competes, or is reasonably likely to compete, with the Platform or any other current or contemplated Agencio offering, where such involvement uses, draws upon, is informed by or could reasonably be informed by any Confidential Information.
- 7.2** During the term of this Agreement and for a period of twelve (12) months after termination, the Recipient shall not, directly or indirectly, alone or jointly with or on behalf of any other person:
- 7.2.1** solicit, induce, entice or encourage any employee, contractor, consultant or adviser of Agencio (or of any Group Company) to leave their engagement with Agencio (or such Group Company);
 - 7.2.2** solicit, canvass, accept business from, or interfere with the relationship between Agencio and any actual or prospective customer, user, beta tester, investor, partner, supplier or vendor of Agencio of whom the Recipient became aware through this Agreement or the Purpose;
 - 7.2.3** circumvent Agencio in respect of any opportunity, lead, introduction, transaction or relationship of which the Recipient became aware through this Agreement or the Purpose; or
 - 7.2.4** make, publish or repeat any disparaging, defamatory or denigrating statement concerning Agencio, the Platform, any Group Company, or any of the directors, officers, employees, advisers, investors or partners of any of them.
- 7.3** The Recipient agrees that the restrictions in this Clause 7 are reasonable and necessary to protect the legitimate interests of Agencio. If any such restriction is found to be unenforceable in respect of duration, geographic scope or subject-matter, it shall apply with such modification as may be necessary to make it valid and enforceable.

8. EXCEPTIONS

- 8.1** The Receiving Party's obligations under this Agreement shall not extend to Confidential Information which (and only insofar as) the Receiving Party can prove to the Disclosing Party's reasonable satisfaction by contemporaneous written records:

- 8.1.1 is, or subsequently comes, into the public domain other than as a result of a breach of this Agreement or of any other obligation of confidence;
- 8.1.2 was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, free of any obligation of confidence;
- 8.1.3 was lawfully received from a third party who was, and is, free to disclose it without any obligation of confidence;
- 8.1.4 was independently developed by the Receiving Party without use of or reference to any Confidential Information; or
- 8.1.5 is required to be disclosed by law, regulation, court order or a competent regulatory authority, provided that, to the extent legally permitted, the Receiving Party promptly notifies the Disclosing Party of the required disclosure, cooperates with the Disclosing Party in seeking to limit or prevent such disclosure and discloses only that minimum portion of Confidential Information which is required to be disclosed.

9. RETURN OR DESTRUCTION

- 9.1 On the request of the Disclosing Party at any time and in any event upon termination of this Agreement, the Receiving Party shall promptly, at the Disclosing Party's option, (a) return all Confidential Information in its possession or control, including all copies, notes, summaries, derivations and analyses, or (b) irretrievably destroy or erase the same, and in either case promptly confirm in writing that it has done so. The Receiving Party may retain one copy of Confidential Information solely to the extent required to comply with applicable law or its bona fide internal audit / records-retention policies, provided that such retained copy remains subject to this Agreement.

10. TERM AND SURVIVAL

- 10.1 This Agreement takes effect on the date first written above and shall continue in full force and effect until terminated by either Party on written notice.
- 10.2 The Receiving Party's obligations of confidentiality and non-use shall survive for five (5) years following termination of this Agreement, save that in respect of Confidential Information that constitutes a trade secret, source code or know-how, those obligations shall survive for so long as such information retains its character as such. Clauses 4 (Intellectual Property), 5 (Feedback and Contributions), 6 (No Partnership; No Equity; No Employment), 7 (Non-Circumvention; Non-Compete; Non-Solicitation), 9 (Return or Destruction), 10 (Term and Survival), 11 (Data Protection), 12 (Remedies), 13 (General) and 14 (Governing Law) shall survive termination in accordance with their terms.

11. DATA PROTECTION

- 11.1 Each Party shall comply with all applicable data protection and privacy laws, including, where applicable, the Singapore Personal Data Protection Act 2012, the UK General Data Protection Regulation, the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the UK Data Protection Act 2018, in each case as amended or replaced from time to time.
- 11.2 Where one Party discloses personal data to the other for processing on its behalf in connection with this Agreement, the receiving Party shall: (a) process such personal data only on documented instructions of the disclosing Party; (b) implement and maintain appropriate technical and organisational security measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and (c) on termination of this Agreement, return or destroy such personal data in accordance with Clause 9.

12. REMEDIES

- 12.1** The Parties acknowledge that damages alone may not be an adequate remedy for any breach of this Agreement and that, in addition to any other remedy available at law or in equity, the Disclosing Party shall be entitled to seek injunctive, equitable and specific relief, without the need to prove special damage or to post bond or other security, in respect of any breach or threatened breach of this Agreement by the Receiving Party.
- 12.2** The remedies under this Agreement are cumulative and not exclusive of any other remedy. No failure or delay by a Party in exercising any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of the same or of any other right, power or remedy.

13. GENERAL

- 13.1 Entire agreement.** This Agreement constitutes the entire agreement between the Parties in relation to its subject-matter and supersedes all prior agreements, communications and representations, whether oral or written, between the Parties relating to that subject-matter. Any variation must be in writing and signed by both Parties.
- 13.2 Severance.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, or, if not capable of modification, severed, and the remaining provisions shall continue in full force and effect.
- 13.3 Assignment.** The Recipient may not assign, transfer, sub-contract, charge or otherwise deal with this Agreement or any of its rights or obligations hereunder without the prior written consent of Agencio. Agencio may assign or novate this Agreement to any Group Company or to any successor to its business or assets.
- 13.4 Third parties.** Save that each Group Company of Agencio may enforce the terms of this Agreement that benefit it, a person who is not a Party shall have no right to enforce any term of this Agreement.
- 13.5 Notices.** Notices under this Agreement shall be in writing and sent to the relevant address shown at the head of this Agreement (or to such other address as may be notified in writing) and shall be deemed received: (a) if delivered by hand, on delivery; (b) if sent by registered post, two business days after posting; and (c) if sent by email to an address regularly used by the recipient for business purposes, on transmission, subject to no “non-delivery” notice being received.
- 13.6 Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be an original and which together shall constitute one and the same instrument.

14. GOVERNING LAW AND JURISDICTION

- 14.1** 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 Singapore.
- 14.2** Each Party irrevocably submits to the exclusive jurisdiction of the courts of Singapore, save that Agencio may bring proceedings against the Recipient in any court of competent jurisdiction where the Recipient is resident, holds assets, or has carried out any act or omission giving rise to a claim under this Agreement, for the purpose of enforcing this Agreement or seeking injunctive or other equitable relief.

SIGNED BY THE PARTIES

Signed for and on behalf of AGENCIO APAC Pte Ltd:

Name: Justin James
Title: CEO
Signature:
Date:

Signed by the RECIPIENT in their personal capacity:

Name:
ID / Passport No.:
Address:
Email:
Signature:
Date:

Witness (optional but recommended):

Witness Name:
Witness Signature:
Date: