

ONE-WAY NON-DISCLOSURE AGREEMENT

Hashlock Corp. • Confidential

This One-Way Non-Disclosure Agreement (this “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between **Hashlock Corp.**, a Delaware corporation (Delaware File No. 10561489) with its principal place of business in the State of Delaware (the “**Disclosing Party**” or the “**Company**”), and the party identified in the signature block below (the “**Receiving Party**”). The Disclosing Party and the Receiving Party are each referred to as a “**Party**” and together as the “**Parties.**”

BACKGROUND. The Receiving Party wishes to evaluate a possible investment, financing, commercial, or strategic relationship with the Company (the “**Purpose**”). In connection with the Purpose, the Company may disclose to the Receiving Party certain non-public, confidential, and proprietary information, including the contents of the Company’s virtual data room. The Parties enter into this Agreement to protect the confidentiality of that information. In consideration of the disclosure of Confidential Information and the mutual covenants below, the Parties agree as follows.

1. Definition of Confidential Information.

“**Confidential Information**” means all non-public information disclosed by or on behalf of the Company to the Receiving Party, whether before or after the Effective Date, in any form (oral, written, electronic, visual, or otherwise), that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes, without limitation: the Company’s technology, protocol designs, source code, smart contracts, audit and security reports, architecture, algorithms, and research; business, financial, and corporate information, projections, cap table, and fundraising materials; customer, counterparty, investor, and partner information; product roadmaps and strategy; and the existence and contents of this Agreement and of any discussions between the Parties. Information disclosed orally or visually need not be marked “confidential” to be protected.

2. Exclusions.

Confidential Information does not include information that the Receiving Party can demonstrate by competent written evidence: (a) is or becomes generally available to the public other than as a result of an act or omission of the Receiving Party or its Representatives; (b) was rightfully known to the Receiving Party, free of any obligation of confidentiality, prior to its disclosure by the Company; (c) is rightfully received by the Receiving Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Obligations of the Receiving Party.

The Receiving Party shall: (a) hold the Confidential Information in strict confidence and protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable degree of care; (b) use the Confidential Information solely for the Purpose and for no other purpose; (c) not disclose the Confidential Information to any third party except as expressly permitted by this Agreement; and (d) not copy or reproduce the Confidential Information except as reasonably necessary for the Purpose.

4. Permitted Disclosure to Representatives.

The Receiving Party may disclose Confidential Information only to its directors, officers, employees, affiliates, and professional advisors (collectively, “**Representatives**”) who have a need to know it for the Purpose, provided that each such Representative is bound by confidentiality obligations no less protective than those in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

5. Compelled Disclosure.

If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information, it may do so only to the extent so required, and shall, where legally permitted, give the Company prompt prior written notice so that the Company may seek a protective order or other appropriate remedy. The Receiving Party shall reasonably cooperate with the Company, at the Company's expense, in any such effort.

6. No Use for Model Training.

The Receiving Party shall not use any Confidential Information to train, fine-tune, prompt, or otherwise develop or improve any machine learning model, artificial intelligence system, or similar technology, and shall not input Confidential Information into any third-party artificial intelligence service, in each case without the Company's prior written consent.

7. Return or Destruction of Materials.

Upon the Company's written request or upon termination of discussions regarding the Purpose, the Receiving Party shall promptly return or destroy all Confidential Information and all copies, notes, and derivatives thereof and, if requested, certify such destruction in writing. The Receiving Party may retain one copy solely to the extent required by law or its bona fide internal document-retention or back-up policies, which copy shall remain subject to this Agreement for so long as it is retained.

8. No License or Other Rights.

All Confidential Information remains the property of the Company. No license or other right under any patent, copyright, trademark, trade secret, or other intellectual property right is granted or implied by this Agreement or by any disclosure of Confidential Information.

9. No Warranty.

All Confidential Information is provided "AS IS." The Company makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall have no liability to the Receiving Party resulting from its use.

10. No Obligation to Proceed.

Nothing in this Agreement obligates either Party to proceed with the Purpose or to enter into any further agreement or transaction. Any such agreement or transaction will be governed by a separate definitive written agreement signed by both Parties.

11. Term and Survival.

This Agreement applies to all Confidential Information disclosed during the period beginning on the Effective Date and ending two (2) years thereafter. The confidentiality and non-use obligations in this Agreement shall survive and remain in effect for a period of **five (5) years** following the date of disclosure of the applicable Confidential Information; provided, however, that with respect to any Confidential Information that constitutes a trade secret, such obligations shall continue for so long as the information remains a trade secret under applicable law.

12. Remedies; Injunctive Relief.

The Receiving Party acknowledges that any breach of this Agreement may cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek injunctive and other equitable relief, without the necessity of posting a bond or proving actual damages, in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution.

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any dispute arising out of or relating to this Agreement, and waive any objection to venue in those courts.

14. Notices.

All notices under this Agreement shall be in writing and delivered to the Party's address or email set forth in the signature block (or to such other address as a Party may designate in writing) and shall be deemed given upon receipt.

15. Miscellaneous.

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings. It may be amended only by a written instrument signed by both Parties. No failure or delay in exercising any right operates as a waiver. If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable. The Receiving Party may not assign this Agreement without the Company's prior written consent. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY
HASHLOCK CORP.

By: Baris Sozen
Title: Chief Executive Officer

Date: _____

Email: _____

RECEIVING PARTY

Entity (if any): _____

By: _____
Title: _____

Date: _____

Email: _____

Hashlock Corp. - Delaware C-Corporation, File No. 10561489. This document is a template provided for execution by parties accessing the Company's virtual data room. It is not legal advice; parties should consult their own counsel before signing.