

THIS AGREEMENT is dated _____ 2026

BETWEEN:

- (1) **HAPPYSOUP LIMITED, trading as dx0**, a private company limited by shares, registered in Ireland with company number 799682 whose registered office is at 17 Diswellstown Court, Hamilton Park, Castleknock, Dublin 15, D15 KDT9 ("**Party 1**"); and
- (2) **[FULL COMPANY NAME]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** ("**Party 2**")

BACKGROUND

- (A) The parties wish to explore a potential business relationship in connection with the proposed provision of services by Party 1 to Party 2 (the "**Purpose**").
- (B) The parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in Ireland are generally open for business;
"Business Hours"	means the period from 9.00 am to 5.00 pm on a Business Day.
"Confidential Information"	means has the meaning given in clause 2.
"Discloser"	means a party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other party.
"Effective Date"	means the date this Agreement is signed by the parties;
"Recipient"	means a party to this Agreement when it receives Confidential Information, directly or indirectly, from the other party.
"Representative(s)"	means in relation to each party: (a) its officers and employees that need to know the Confidential Information for the Purpose; (b) its professional advisers or consultants who are engaged to advise that party in connection with the Purpose; (c) its contractors and sub-contractors engaged by that party in connection with the Purpose; and

- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

1.2 Interpretation

- 1.2.1 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** excludes fax but not email.
- 1.2.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 The terms **subsidiary** and **holding company** have the meaning ascribed to such terms in Sections 7 and 8 of the Companies Act 2014 respectively.
- 1.3.1 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONFIDENTIAL INFORMATION

- 2.1 “**Confidential Information**” means all confidential information relating to the Purpose which the Discloser or its Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives. This includes:
 - 2.1.1 all confidential information relating to:
 - (a) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities, data, technical specifications, pricing, product roadmaps, and proprietary software of the Discloser; and
 - (b) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser.
 - 2.1.2 any other information that is identified as being of a confidential nature.

but excludes any information referred to in clause 2.2.
- 2.2 Information is not Confidential Information if:
 - 2.2.1 it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives in breach of this Agreement;
 - 2.2.2 it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
 - 2.2.3 it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient’s knowledge, is not under any confidentiality obligation in respect of that information;

- 2.2.4 it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- 2.2.5 it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- 2.2.6 the parties agree in writing that the information is not confidential.

3. **CONFIDENTIALITY OBLIGATIONS**

- 3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
 - 3.1.1 keep the Confidential Information secret and confidential;
 - 3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;
 - 3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement; and
 - 3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser.

4. **PERMITTED DISCLOSURE**

4.1 **Disclosure to Representatives.**

The Recipient may disclose the Confidential Information to its Representatives, on the basis that it:

- 4.1.1 informs those Representatives, of the confidential nature of the Confidential Information before it is disclosed; and
- 4.1.2 procures that those Representatives, comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.
- 4.1.3 The Recipient shall be liable for the actions or omissions of the Representatives, in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5. **MANDATORY DISCLOSURE**

- 5.1 Subject to the provisions of this clause 5, a party may disclose Confidential Information to the minimum extent required by:
 - 5.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - 5.1.2 the laws or regulations of any country to which its affairs are subject.
- 5.2 Before a party discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in

accordance with clause 5.2, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

- 5.3 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

- 6.1.1 destroy or return to the Discloser or permanently erase (including, to the extent legally and technically practicable, from its computer(s) and communications systems and devices or from systems and data storage services provided by third parties) all documents and materials (and any copies) containing, reflecting, incorporating or based on any Confidential Information; and

- 6.1.2 certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.

- 6.2 Nothing in clause 6.1 shall require the Recipient to return, destroy or erase any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.

7. No Right Or Licence

- 7.1 Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.

- 7.2 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

- 7.3 The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further Agreement with the other party in relation to the Purpose.

8. DAMAGES AND REMEDIES

- 8.1 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement or any other person and no proof of special damages shall be necessary for the enforcement of this Agreement.

- 8.2 Nothing in this Agreement shall be construed as prohibiting each party from pursuing any other remedy available to either of them, at law or in equity, for such actual or threatened breach.

9. **NO OBLIGATION TO CONTINUE DISCUSSIONS**

9.1 Nothing in this Agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on either party to disclose any information (whether Confidential Information or otherwise) to the other party.

10. **NO OBLIGATION TO DISCLOSE**

10.1 For the avoidance of doubt, neither party shall be under any obligation to disclose specific or any Confidential Information merely as a result of signing this Agreement.

11. **TERM AND SURVIVAL**

12. This Agreement shall come into force on the Effective Date and shall continue until terminated by either party giving not less than 30 days' written notice to the other. The obligations of confidentiality in this Agreement shall survive termination of this Agreement and shall continue to apply for so long as the relevant information remains Confidential Information within the meaning of clause 2 (including the exclusions in clause 2.2).

13. **NOTICES**

13.1.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by registered post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Party 1: help@happysoup.io

Party 2: [insert email address]

13.1.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by registered post next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

13.1.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. **GENERAL**

14.1 **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.2 **No Waiver:** No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor shall it prevent or restrict the further exercise of right, power or privilege or any other remedy, nor will any single or partial exercise thereof preclude

any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

- 14.3 **No Partnership:** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.4 **Assignment and other Dealings:** No party may assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding and inure to the benefit of any permitted successors or assigns.
- 14.5 **Entire Agreement:** This Agreement contains the entire agreement between the parties regarding the confidentiality and use of the Confidential Information and supersedes all prior written and oral communications and agreements between the parties and/or members of either party's Group relating to the subject matter hereof.
- 14.6 **Survival:** The foregoing commitments of each party to this Agreement shall survive any termination of discussions between the parties.
- 14.7 **Counterparts:** This Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered will constitute a duplicate original of this Agreement, but all of which together will constitute one and the same instrument.
- 14.8 **Electronic Signature:** The parties consent to the execution by or on behalf of each other party to the Agreement by electronic signature, provided that such manner of execution is permitted by law and that an executed copy of the Agreement may be retained in electronic form. The parties acknowledge that such electronic form shall constitute an original of the Agreement and may be relied upon as evidence of the Agreement.
- 14.9 **Severability:** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
- 15.2 Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **HAPPYSOUP LIMITED:**

Signed for and on behalf of **CUSTOMER:**
