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NON-DISCLOSURE AGREEMENT

Between RTC SPORT (hereinafter "**A**" | either an individual or business entity)
and
COACH (hereinafter "**Coach** or **Service Provider**")

This NON-DISCLOSURE AGREEMENT (hereinafter referred to as the "**Agreement**") is effective as of August 18, 2022 between Coach and RTC Sport (collectively the "**Parties**" and each a "**Party**").

WHEREAS "**A**" and Coach desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement (Business Consulting Contract will be prepared and signed separately as per the Terms & Conditions discussed and agreed between two parties after this Agreement); and

WHEREAS each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term

The term of performance under this Agreement shall begin as of August 18, 2022 and shall continue until Coach completes his or her Services, as defined below, under this Agreement (the "Term").

2. Obligation of Confidentiality

- a. **Confidential Information.** "Confidential Information" means any and all information which is possessed by or developed for "A" and which relates to "A"'s existing or potential business or technology, which information is generally not known to the public, and which information "A" seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, for example: business plans, business strategies, business know-how and techniques, marketing plans, and the identities and business preferences of current or prospective customers or vendors. Confidential Information also includes information received by "A" from others that "A" has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. **Trade Secrets.** "Trade Secrets" means all information possessed by or developed for "A", including, without limitation, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- c. **Non-Disclosure.** Except as required in the conduct of "A"'s business or as expressly authorized in writing on behalf of "A", during this Agreement Coach shall not use or disclose, directly or indirectly, any Confidential Information or Trade Secrets to any unauthorized third parties. This obligation of non-disclosure shall continue after the termination of this Agreement indefinitely or for the maximum

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amount of time permitted by applicable law. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which “A” conducts its business. This prohibition also does not prohibit Coach's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets. Finally, Coach will not disclose to “A”, use in “A”'s business, or cause “A” to use, any Confidential Information or Trade Secrets belonging to others. These restrictions apply to all Confidential Information and Trade Secrets regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Coach may possess or have access to in or away from “A”'s offices.

- d. **Reverse Engineering.** At no time during or after this Agreement is in effect may Coach directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any of Confidential Information or Trade Secrets.
- e. **Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Coach has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, “A” is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Coach's disclosure of Confidential Information or Trade Secrets in the event “A” has given Coach express prior-written permission to do so. This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which “A” conducts its business or prohibit Coach's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.
- f. **Irreparable Harm.** Coach acknowledges that “A” engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Coach further acknowledges that “A” would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a Non-Party.

3. Work Product

To the extent not contrary to applicable government law, Coach acknowledges and agrees that any and all inventions; discoveries; improvements; trademarks; copyrightable work, including any social media contacts obtained for or on behalf of “A”, or other intellectual property created, produced, designed, or developed, in whole or in part, individually or jointly with others, during this Agreement, which are directly or indirectly within the scope of “A”'s past, current, or planned future operations, are “A”'s exclusive property, and shall be immediately disclosed and assigned to “A”. Coach further agrees to any and all such applicable items of "work made for hire" for “A” within the definition of any corresponding law provisions in Seychelles. To the extent the above-described intellectual property is not considered a work made for hire under the applicable law, Coach agrees to, without further consideration, assign to “A” all right, title, and interest in such intellectual property and assist “A” in every way, including waiving any moral rights that Coach may obtain, at “A”'s expense, to secure, maintain, and defend for “A”'s benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of “A” whether copyrighted or not. Coach's above obligations to “A” shall be continuous and ongoing and shall survive the termination of this Agreement. The provisions of this paragraph

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shall apply in all cases except where Coach receives “**A**”'s express prior written consent otherwise or if prevented by applicable law.

4. Return of “**A**”'s Property

Upon termination of this Agreement, for any reason, or at any other time that “**A**” may so request, Coach shall immediately deliver to “**A**” all “**A**”'s property and/or information, including, but not limited to, all equipment, telephones, credit cards, keys, software, manuals, passwords, financial and tax documents, memoranda, letters, files, records, papers, notes, lists, computer programs, reports, books, and all other documents (and all copies thereof) in Coach's possession, custody, and/or control.

5. Binding Effect; Assignment

The rights and obligations of “**A**” under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of “**A**”. This Agreement is a personal services contract, and the rights, obligations and interests of Coach hereunder may not be sold, assigned, transferred, pledged, or hypothecated.

6. Entire Agreement

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification, or discharge is sought.

7. Headings

Headings for the paragraphs herein are for convenience only and shall not be construed in interpreting this Agreement.

8. Construction

Words and terms in this Agreement shall be construed in both the feminine and masculine, where applicable, and both single and plural, where applicable.

9. Governing Law and Venue

To the extent not inconsistent with applicable law, Coach acknowledges and agrees that this Agreement shall be governed by and construed in accordance with the laws of Spain.

10. Counterparts; Electronic Signature

This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed via Google Form by a Party or their approved agent shall be considered valid representations of that Party's signature.

11. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by email.



Date: August 18, 2022



IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, COACH AND "A" EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

"A":

A handwritten signature in black ink, appearing to read 'WBM' with a smiley face '☺' to the right. The signature is written above a horizontal line.

Jade Kim / CEO
Date: August 18, 2022

A handwritten signature in black ink, consisting of a stylized, cursive name. The signature is written above a horizontal line.

Irina Titze / Founder & Owner
Date: August 18, 2022