



We make money flow

payabl. Non-Disclosure Agreement

Version 1.0

Date: 10 September 2026

Note: Please print a copy of this document and retain it for future reference

1. General

This Non-Disclosure Agreement (the “**Agreement**”) is entered into by and between:

“us”, or “payabl.”, meaning either or both of the following entities:

- (i) “payabl. CY” - PAYABL. CY LIMITED, a licensed payment institution authorised by the Central Bank of Cyprus, that provides various payment services (Company No: HE 289380; PI License No.: 115.1.2.9/2018 with its registered address at Agiou Athanasiou 4, Agios Athanasios 4104, Limassol, Cyprus); and/or
- (ii) “payabl. UK” – PAYABL. (UK) LIMITED, a licensed electronic money institution, authorised by the Financial Conduct Authority, that provides various payment services (Company No: 13639825; EMI License no.: 967259 with its registered address at Napier House, 24 High Holborn, London, WC1V 6AZ, United Kingdom);

AND

“you” meaning the entity or individual that has accepted this Agreement.

payabl. and you shall collectively be referred to as the “**Parties**” and individually as a “**Party**”.

This Agreement may be entered into with you on behalf of either of the payabl. entities stated above, or both entities. The applicable payabl. entity or entities will be identified in the acceptance form provided to you or during the relevant acceptance procedure on our website.

This Agreement is entered into between you and payabl. and takes effect on the date on which you or your authorised representative accepts this Agreement (the “**Effective Date**”). Acceptance may occur directly, by reference to this Agreement in another document, or through any other acceptance procedure made available by payabl. The Agreement will remain in force from the Effective Date until terminated by either you or payabl. (the “**Term**”).

This Agreement, which may be amended from time to time, is published on payabl.’s website at – payabl.com/legal/payabl-nda. You shall review the Agreement and download or otherwise retain a copy of its text prior to accepting it. You may request a copy of the Agreement applicable to you at any time, including a paper copy, and we shall provide it to you.

You represent and warrant to us that this Agreement has been accepted by your duly authorised representative, who has the full legal capacity and authority to bind you to its terms.

This Agreement is entered into by the Parties for the purpose of exploring and pursuing potential business opportunities and/or entering into business, commercial or legal negotiations between the Parties (the “**Purpose**”). In connection with the Purpose, either Party may disclose information to the other Party. The Party disclosing such information shall be the “**Disclosing Party**”, and the Party receiving such information shall be the “**Receiving Party**”.

2. Confidential Information

2.1. For the purposes of this Agreement, the term “**Confidential Information**” includes, but is not limited to, the following:

- a. any and all information orally or in writing, electronically or in any other form (tangible or intangible) disclosed by the Disclosing Party to the Receiving Party or its Affiliates, including without limitation:
 - i. technical information, invention, design, process, procedures, formulas, technology, technical data, reports, work in progress, designs, drawings, development tools, specifications, software programs, flow charts, databases systems, software applications, source code, technical know-how; and/or
 - ii. marketing techniques/strategies, plans, products, ideas, concepts; and/or
 - iii. service plans, assets, liabilities, operations, financial information, sales estimate, business plans, present or future business activities, contracts, customers and their personal data; and/or
 - iv. trade secrets; plans for products or services; and/or
 - v. any other information that is confidential or proprietary; and/or
- b. information designated by the Disclosing Party as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure; or
- c. material that has or could reasonably be expected to have commercial value or other utility, whether in connection with the business of the Parties or any other business.

2.2. For the purposes of this Agreement, Confidential Information includes information belonging to or relating to a Party or any of its Affiliates, and any information disclosed by or on behalf of a Party or any of its Affiliates to the Receiving Party or any of its Affiliates. For the purposes of this Agreement, “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

3. Scope

- 3.1. The Parties shall use the Confidential Information solely for the Purpose, and for no other purpose.
- 3.2. Each Party retains all right, title and interest, including intellectual property rights, in and to its respective Confidential Information. Nothing in this Agreement shall be construed as granting or transferring to the other Party any license, right, title or interest in or to any Confidential Information or any kind intellectual property rights therein, except for the limited right to use the Confidential Information solely to the extent necessary to fulfil the Purpose.

4. Disclosure

- 4.1. Except as expressly permitted under this Agreement, neither Party shall, without the prior written consent of the other Party:
 - a. use, publish, copy, sell, sub-lease, reproduce, distribute or otherwise disclose any Confidential Information to any third party, or permit any third party to use or access such Confidential Information, whether for the benefit of such third party or to the detriment of either Party; or
 - b. disclose to any third party the existence or substance of the Parties' discussions concerning their respective Confidential Information or their potential business relationship.
- 4.2. A Party may disclose Confidential Information to its Affiliates and their respective directors, officers, employees, attorneys, professional advisors, consultants and other representatives (collectively, "**Representatives**"), in each case to the extent reasonably necessary for the Purpose. Any such disclosure shall be made on a need-to-know basis, and the Receiving Party shall ensure that its Representatives are informed of the confidential nature of the Confidential Information and are subject to confidentiality obligations no less restrictive than those set out in this Agreement.
- 4.3. The Receiving Party shall be responsible for any act or omission of any of its Representatives in relation to the Confidential Information as if such act or omission were an act or omission of the Receiving Party itself.

5. Care

- 5.1. The Receiving Party shall protect the Confidential Information using the same degree of care and diligence that it uses to protect its own proprietary and confidential information of a similar nature, and in any event no less than reasonable care.
- 5.2. The Receiving Party shall take appropriate technical and organisational measures to protect the Confidential Information against unauthorised access, use, disclosure, loss or destruction and shall maintain the Confidential Information in secure premises and on secure equipment, as applicable.

6. Ownership

- 6.1. All rights, title and interest in and to the Disclosing Party's Confidential Information shall remain the sole property of the Disclosing Party. Any modification and/or improvement made by the Receiving Party that derived from or incorporates the Disclosing Party's Confidential Information shall be the sole property of the Disclosing Party.

7. Exclusions

- 7.1. Either Party's obligations under this Agreement shall not extend to information that:
 - a. is or becomes publicly known at the time of disclosure or subsequently becomes public knowledge through no fault of either Party; and/or
 - b. is available, or became available, to either Party prior to the disclosure; and/or
 - c. is gained/acquired by either Party through legitimate means from a third party who has no obligation of confidence to the Disclosing Party; and/or
 - d. is independently developed by either Party without use of or reference to the Confidential Information and without breach of this Agreement; and/or
 - e. is disclosed pursuant to the lawful requirements of a court or a governmental authority or where required by operation of law, provided that the Receiving Party gives prompt prior notice to the other Party, to the extent legally permitted, and limits such disclosure to the portion of the Confidential Information that is legally required to be disclosed and uses reasonable efforts to ensure that the Confidential Information disclosed remains confidential ; and/or
 - f. is disclosed by either Party with the other Party's prior written approval.

8. Remedies

- 8.1. The Parties acknowledge that any breach or threatened breach of this Agreement may result in immediate and irreparable injury or harm to the Disclosing Party, causing an unfair competition to the Disclosing Party with third parties, for which monetary damages may be insufficient. In the event of a breach or threatened breach of the obligations under this Agreement, the Disclosing Party shall be entitled to seek appropriate equitable remedy and indemnification for any loss or harm, cost and expenses, including reasonable attorney's fees. Any such remedies shall be in addition to, and not in lieu of, any other remedies provided at law or in equity. The Receiving Party shall notify the Disclosing Party in writing immediately upon becoming aware of any unauthorised disclosure or other breach of this Agreement and shall assist the Disclosing Party in preventing or mitigating any threatened or actual breach involving Confidential Information.

9. Indemnity

- 9.1. The Receiving Party shall indemnify and hold harmless the Disclosing Party against any loss, damage, or expense, including reasonable costs, attorneys' fees and expert fees, suffered or incurred by the Disclosing Party as a result of any breach of this Agreement by the Receiving Party or any disclosure of the Disclosing Party's Confidential Information by the Receiving Party's Representatives.

10. Legally Required Disclosures

- 10.1. If the Receiving Party is required to disclose any Confidential Information to any judicial, administrative, regulatory or similar authority pursuant to applicable law, it shall, to the extent legally permitted, promptly notify the Disclosing Party of such requirement and cooperate with the Disclosing Party, to the extent reasonably possible, in complying with such requirement while preserving the confidentiality of the Confidential Information.

11. Competition

- 11.1. Each Party acknowledges that either Party may have entered into, or may enter into in the future, business relationships with third parties. This Agreement shall not in any way limit, restrict or preclude either Party from pursuing any of its present or future business activities, regardless of whether such business activities, products or services are competitive with the business activities, products and services of the other Party, provided that such activities do not result from a breach of this Agreement.

12. Return of Confidential Information

- 12.1. Upon termination of discussions relating to further business opportunities and/or upon request of the Disclosing Party, the Receiving Party shall promptly: (i) return all materials containing Confidential Information, whether in tangible or intangible form, including all copies thereof; or (ii) permanently destroy or erase all such materials from any electronic or online memory or storage. Upon request, the Receiving Party shall promptly provide confirmation of such destruction or erasure.
- 12.2. Notwithstanding the above, the Receiving Party may retain Confidential Information to the extent required by applicable law, regulation or regulatory requirements, or where such information is retained automatically as part of routine electronic backup or archival systems and cannot reasonably be deleted. Any Confidential Information so retained shall remain subject to the confidentiality obligations set out in this Agreement for as long as it is retained.

13. Term

- 13.1. This Agreement shall commence and become effective on the Effective Date and shall remain in force for two (2) years, unless terminated earlier by either Party by providing written notice to the other Party.
- 13.2. If the Parties enter into a separate agreement that contains confidentiality or non-disclosure provisions, such provisions shall supersede the corresponding provisions of this Agreement to the extent of any conflict, unless otherwise expressly agreed by the Parties. The provisions of this Agreement relating to Confidential Information disclosed during the Term shall survive the expiry or termination of this Agreement for a period of two (2) years.

14. No Partnership

- 14.1. Nothing contained in this Agreement is intended to or shall be deemed to constitute an agency, partnership, joint venture, employment relationship or any other type of business association between the Parties. Nothing in this Agreement obligates either Party to enter into any further agreement or arrangement. This Agreement is binding on the Parties only with regards to the matters expressly set out herein.

15. Notices

- 15.1. All notices must be in writing, in English, and sent in accordance with the provisions of this clause. Any notice or communication required to be given in writing under this Agreement shall be deemed to have been duly given if sent by either Party in accordance with this clause.
- 15.2. We may contact you by e-mail, text message, physical mail, delivery service or via our website (payabl.com), using the contact details provided by you or otherwise made available to us.
- 15.3. You may contact us by email at legal@payabl.com. Any notice sent by email shall be deemed to have been delivered when sent, provided that the sender does not receive an automated notification that the email has not been delivered.

16. Jurisdiction

- 16.1. **When you enter into the Agreement with payabl. CY.** 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 Cyprus, without regard to conflicts of law provisions. The Parties irrevocably agree that any legal action or proceeding with respect to this Agreement or any document relating hereto may be instituted in the competent courts of Cyprus.
- 16.2. **When you enter into the Agreement with payabl. UK.** 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 England and Wales, without regard to conflicts of law provisions. The Parties irrevocably agree that any legal action or

proceeding with respect to this Agreement or any document relating hereto may be instituted in the competent courts of England and Wales.

17. No Warranties

- 17.1. The Confidential Information under this Agreement is provided “as is” and “as available” without any warranty of any kind, including, without limitation, as to its accuracy, completeness, quality or suitability for any particular purpose. Nothing in this Agreement shall be construed as a commitment by either Party to disclose any information, commence or continue negotiations, or enter into any business relationship.

18. Miscellaneous:

- 18.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be altered or amended except in writing signed by all Parties.
- 18.2. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 18.3. **Waiver.** Any failure by either Party to exercise any provision of this Agreement shall not constitute a waiver of its rights to enforce such provision or any other provision of this Agreement.
- 18.4. **Assignment.** This Agreement may be assigned by payabl. You may not assign or delegate any rights or obligations under this Agreement without our prior written consent. Any assignment or delegation made without such consent shall be null and void. This Agreement and each Party's obligations shall be binding upon its permitted assignees and successors.
- 18.5. **Authorised Representative.** Each Party warrants and represents that it has accepted this Agreement through its duly authorised representative.

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Hanauer Landstraße
182c, 60314 Frankfurt,
Germany

Napier House, 24 High
Holborn, London WC1V 6AZ,
United Kingdom

Gustav Mahlerplein, 1082
MS, Symphony, Amsterdam,
Netherlands

Agiou Athanasiou 4, Agios
Athanasios 4104, Limassol,
Cyprus

Lviso g. 23, Workland
Bures, 09320 Vilnius,
Lithuania

payabl.com