CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

MEM Cash project | Individual provider template

Effective Date	________________________________
Provider	Giorgi Davitashvili, an individual
Recipient	________________________________

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of the Effective Date by and between Giorgi Davitashvili, an individual and the creator and owner of the MEM Cash project (the "Provider"), and the person or entity identified in the signature block below (the "Recipient"). Provider and Recipient are each a "Party" and together the "Parties".

Status disclosure. MEM Cash is a project and brand and is not, as of the Effective Date, a separately incorporated legal entity. References to "MEM Cash" identify the project and related assets controlled by Provider and do not represent that MEM Cash is a company, lender, bank, payment institution, or licensed financial institution.

1. Purpose

The Parties wish to evaluate or discuss a possible investment, financing, commercial, technical, advisory, licensing, employment, or other business relationship relating to MEM Cash (the "Purpose"). Recipient may use Confidential Information solely for the Purpose and for no other purpose.

2. Confidential Information

"Confidential Information" means non-public information disclosed or made available by or on behalf of Provider, whether before or after the Effective Date and whether oral, visual, written, electronic, machine-readable, or in any other form, including:

White papers, product concepts, roadmaps, prototypes, interface designs, workflows, agent architecture, scoring concepts, prompts, models, source code, object code, algorithms, technical documentation, and security design.

Business models, pricing, forecasts, tokenomics, metrics, research, market plans, fundraising materials, capitalization concepts, investor and partner discussions, and commercial terms.

The identity of potential investors, banks, BaaS providers, merchants, advisers, contractors, and other counterparties, together with the existence and substance of discussions.

Watermarked documents, data-room contents, credentials, access links, download tokens, audit records, and information derived from them.

Confidential Information also includes notes, analyses, summaries, extracts, models, and other materials prepared by Recipient that contain, reflect, or are derived from Confidential Information.

3. Exclusions

Confidential Information does not include information that Recipient can demonstrate through contemporaneous written records: (a) was lawfully known to Recipient without confidentiality obligation before disclosure by Provider; (b) becomes publicly available through no breach of this Agreement; (c) is received lawfully from a third party without confidentiality obligation; or (d) is independently developed without use of or reference to Confidential Information. A combination of information is not excluded merely because individual elements are publicly available.

4. Recipient Obligations

Recipient shall: (a) keep Confidential Information strictly confidential; (b) use it only for the Purpose; (c) protect it with at least reasonable care and no less care than Recipient uses for its own similarly sensitive information; (d) disclose it only to Recipient's directors, officers, employees, professional advisers, financing sources, and contractors who have a need to know for the Purpose and are bound by confidentiality obligations no less protective than this Agreement ("Representatives"); and (e) remain responsible for any breach by its Representatives.

Without Provider's prior written consent, Recipient shall not publish, distribute, sell, license, exploit, copy except as reasonably necessary for the Purpose, reverse engineer, decompile, disassemble, scrape, train a model on, benchmark for publication, or use Confidential Information to develop or assist a competing or substantially similar product or service.

5. Data-Room and Credential Security

Any account, password, access link, token, or other credential supplied by Provider is personal to the authorized Recipient and may not be shared, transferred, published, or reused by another person. Recipient shall promptly notify Provider of suspected loss, compromise, unauthorized access, or disclosure.

Provider may limit materials, watermark copies, log access, impose expiration dates, suspend or revoke access, and require additional identity or authorization checks. Revocation or expiration of access does not end Recipient's obligations under this Agreement.

6. Required Disclosure

If Recipient or a Representative is required by applicable law, regulation, court order, or governmental process to disclose Confidential Information, Recipient shall, to the extent legally permitted, promptly notify Provider in writing, disclose only the minimum legally required portion, and reasonably cooperate, at Provider's expense, in seeking confidential treatment or a protective order.

7. Return or Destruction

Upon Provider's written request or termination of discussions, Recipient shall promptly stop using Confidential Information and return or securely destroy all copies within its possession or control, except for one archival copy retained solely to comply with law or bona fide automated backup procedures. Any retained copy remains subject to this Agreement. Upon request, Recipient shall confirm completion in writing.

8. Ownership; No License; No Obligation

All Confidential Information and related intellectual property remain the property of Provider or the applicable rights holder. No license, assignment, transfer, partnership, agency, fiduciary relationship, exclusivity, or other right is granted by disclosure except the limited right to evaluate the information for the Purpose.

Neither Party is obligated to proceed with any transaction or relationship. Provider may end discussions or access at any time. Any transaction will require a separate definitive written agreement.

9. No Representation or Warranty

Confidential Information is provided for evaluation purposes on an "as is" basis. Except as expressly stated in a later definitive agreement, Provider makes no representation or warranty as to completeness, accuracy, fitness, commercial outcome, regulatory status, or non-infringement and has no liability arising solely from Recipient's evaluation or use of the information. Nothing in this Agreement is financial, investment, legal, or regulatory advice.

10. Term and Survival

This Agreement begins on the Effective Date and remains in effect for three (3) years. Recipient's confidentiality and restricted-use obligations continue for three (3) years after each disclosure; provided that information qualifying as a trade secret remains protected for so long as it retains trade-secret status under applicable law. Sections concerning ownership, remedies, governing law, assignment, and accrued rights survive expiration or termination.

11. Remedies

Recipient acknowledges that unauthorized use or disclosure may cause harm that cannot be adequately remedied by damages alone. Provider may seek injunctive or other equitable relief in addition to any other remedies available under applicable law, without limiting any requirement imposed by the competent court.

12. Governing Law and Jurisdiction

This Agreement is governed by the laws of Georgia, without regard to conflict-of-laws rules. The courts of Tbilisi, Georgia shall have exclusive jurisdiction over disputes arising out of or relating to this Agreement, and each Party submits to that jurisdiction.

13. Assignment and Future MEM Cash Entity

Recipient may not assign or transfer this Agreement without Provider's prior written consent. Provider may assign this Agreement, together with the relevant MEM Cash rights and obligations, to a company established or acquired to own, finance, develop, or operate the MEM Cash project, including a company incorporated in another jurisdiction, by written notice to Recipient. Such assignment does not retroactively change the law governing acts occurring before assignment unless the Parties agree otherwise in writing.

14. Notices

Notices under this Agreement shall be in writing and delivered by email to the addresses stated in the signature block, with delivery deemed effective when the sender receives no automated failure notice, or by internationally recognized courier to the stated address. Each Party shall notify the other of changes to its contact details.

15. General

This Agreement is the entire agreement concerning its subject matter and supersedes prior confidentiality understandings relating to the Purpose. Amendments and waivers must be in writing and signed by both Parties. Failure to enforce a provision is not a waiver. If a provision is held unenforceable, it shall be modified to the minimum extent necessary and the remaining provisions will continue in effect.

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.

SCHEDULE A - AUTHORIZED MATERIALS

Complete this schedule for each Recipient. Access is limited to the materials identified below and does not extend to other MEM Cash documents or systems.

Material	Authorized version/date	Access expiry
MEM Cash White Paper		
Strategic Participation / Tokenomics materials		
Institutional Referral Program		
ROSCA Referral Instrument		
Retail Partnership Growth Framework		
External Stakeholder / Pilot Metrics		
Technical architecture or sandbox access		
Other: ________________________________		

Special access conditions (if any):

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SIGNATURES

PROVIDER	RECIPIENT
Giorgi Davitashvili	Legal name: ____________________________
Creator and owner of the MEM Cash project	Entity / registration no.: _______________
Email: davita2004@gmail.com	Title: ___________________________________
Address: 3 Rafael Agladze Street, Apartment 21, 0154 Tbilisi, Georgia	Email / address: ________________________
Signature: _______________________________	Signature: _______________________________
Date: ___________________________________	Date: ___________________________________