



**PRIVATE & CONFIDENTIAL**

Date:

For the attention of:

Project (the “**Company**”):

Address:

Ladies and Gentlemen,

The Company has expressed an interest in entering into a Listing Services Agreement with Binance European Services Limited, a Limited Liability Company organized under the laws of Malta (“**Binance**”), pursuant to which, as of the effective date of such agreement, Binance would enable the purchase, sale and trading of the cryptographic token or cryptocurrency related to the Company’s blockchain-based project (the “**Proposed Transaction**”). Each of Binance and the Company may be referred to as a “**Party**”, and collectively as the “**Parties**”).

Binance, and its Representatives, may provide the Company with certain Confidential Information in connection with the Company’s interest in the Proposed Transaction and Binance wishes to ensure that this Confidential Information remains confidential and is not used by the Company or any of its Representatives for any purpose other than the Proposed Transaction.

In consideration of Binance agreeing to disclose Confidential Information to the Company, the Company agrees with and undertakes to Binance and each Group Company, each of whom will be entitled to rely upon and enforce all the terms of this letter agreement directly against the Company and its Representatives, as follows.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this letter agreement, unless the context otherwise requires:

- (a) “**Affiliate**” means, in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company, in each case from time to time;
- (b) “**Business Day**” means a day (other than a Saturday or Sunday) on which banks in Singapore are open for ordinary banking business;

- (c) **“Confidential Information”** means:
- (i) all business, technical, financial, operational, administrative, customer, marketing, legal, economic and other information in whatever form (including in written, oral, visual or electronic form) relating to the Group, including the Listing Services Agreement and the Listing Application, and all discussions and negotiations relating thereto, that is directly or indirectly disclosed, whether before, on or after the date of this letter agreement, to the Company or any of its Representatives, by Binance or any of its Representatives or which comes to the Company’s attention in connection with the Proposed Transaction;
  - (ii) all information in whatever form (including in written, oral, visual or electronic form) relating to the existence, status or progress of the Proposed Transaction including the existence and contents of this letter agreement and the fact that discussions and negotiations may be taking place in relation to the Proposed Transaction; and
  - (iii) all documents that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing;
- (d) **“Group”** means Binance and each of its subsidiaries from time to time;
- (e) **“Group Company”** means any member of the Group;
- (f) **“Representatives”** means, in relation to a Party, its Affiliates and their respective directors, officers, and employees;
- (g) **“holding company”** and **“subsidiary”** mean **“holding company”** and **“subsidiary”** respectively as defined in section 5 of the Companies Act (Chapter 50) of Singapore;
- (h) references to a **“person”** includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (i) words introduced by the word **“other”** shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
- (j) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words **“includes”** and **“including”** shall be construed without limitation.

## 2. COMPANY’S DUTY OF CONFIDENTIALITY

- 2.1 The Company will hold the Confidential Information in strict confidence and will not disclose, reproduce or distribute any Confidential Information in whole or in part, directly or indirectly (or permit any of the foregoing) to any persons or entities, other than to its Representatives to the extent that such disclosure, reproduction or distribution is strictly necessary for the purposes of evaluating, negotiating and/or advising on the Proposed Transaction. The Company shall cause its Representatives to hold the Confidential Information in equally strict confidence and prohibit each Representative from disclosing, reproducing, or distributing the Confidential Information for any purpose.

- 2.2 Neither the Company nor any of its Representatives will, without Binance's prior written consent, use any Confidential Information for any purpose other than the evaluation or negotiation of the Proposed Transaction, or make, permit or assist any other person to make any public announcement in relation to the Proposed Transaction.
- 2.3 The Company will take all reasonable steps, and will cause each of its Representatives to take all reasonable steps, to ensure that proper and secure storage (whether physical or digital) is provided and used at all times for all Confidential Information to protect against theft or unauthorised access, and immediately inform Binance if the Company or any of its Representatives becomes aware or suspects that Confidential Information has been disclosed, or may be disclosed to, or has or may come into the possession of, any unauthorised person.
- 2.4 The undertakings given by the Company in this letter agreement are given on the Company's own behalf and on behalf of each of its Representatives with their full knowledge and authority. The Company shall ensure that each of its Representatives is informed of the terms of this letter agreement and the Company shall ensure that each of its Representatives adheres to the terms of this letter agreement as if it had entered into this letter agreement in the Company's place (notwithstanding that it is not a party hereto), and the Company will be responsible and liable to the extent that any of its Representatives does not do so.
- 2.5 The undertakings in paragraphs 2.1 and 2.2 will not apply to Confidential Information which the Company can establish to Binance's reasonable satisfaction:
- (a) is, at the time of disclosure to the Company or any of its Representatives, or subsequently becomes, public knowledge (other than as a direct or indirect result of the information being disclosed in breach of this letter agreement) and could be obtained by any person with no more than permitted reasonable diligence;
  - (b) was known to the Company or one of its Representatives before the date of this letter agreement and such person was not under any obligation of confidence in respect of that information; or
  - (c) the Company or one of its Representatives found out from a source not connected with Binance or any of its Representatives and which is not under any obligation of confidence in respect of that information.
- 2.6 The undertakings in paragraphs 2.1 and 2.2 will not apply to any disclosure of Confidential Information that is required by any law or regulation of any country with jurisdiction over the affairs of any Group Company, any stock exchange or competent governmental or regulatory authority or any order of any court of competent jurisdiction ("**Legal Authority**"), provided, however, in the event the Company or any of its Representatives receives a request for Confidential Information from any Legal Authority, the Company must promptly notify Binance and use, and cause its Representatives to use, reasonable efforts to support Binance's lawful efforts to avoid and/or minimize the extent of the requested disclosure. Furthermore, the Company shall, and shall cause its Representatives to, reasonably cooperate with Binance in any proceeding to obtain a protective order or other remedy with respect to such Legal Authority's request. If such protective order or other remedy is not obtained, the Company shall, and shall cause its Representatives to, limit the disclosure to the minimum amount that is legally required and request that confidential treatment be accorded by the Legal Authority to such Confidential Information, if available. Compulsory disclosures made pursuant to this paragraph 2.6 will not relieve the Company, or its Representatives, of the Company's or their obligations of confidentiality and non-use with respect to non-compulsory disclosures.

### 3. TERM; RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 3.1 The Company's and its Representatives' obligations of confidentiality under this letter agreement shall survive in perpetuity, unless or until the Parties execute a Listing Services Agreement, at which point, the Parties acknowledge and agree the terms of this letter agreement shall be superseded solely to the extent expressly indicated in such agreement. For the avoidance of doubt, the Company's and its Representatives' obligations shall continue in perpetuity in accordance with the terms of this letter agreement in the event the Parties do not execute a Listing Services Agreement. Where the Company determines that it does not wish to proceed with the Proposed Transaction or where Binance, in its sole discretion, at any time, so demands in writing, the Company and each of its Representatives will within five (5) Business Days destroy or return to Binance (at Binance's sole election) any documents and other tangible materials representing the Confidential Information and all copies thereof and use all reasonable endeavours to permanently expunge all Confidential Information from any computer, word processor or other device containing Confidential Information.

### 4. GENERAL

- 4.1 The Company will be responsible for making the Company's own decision regarding the Proposed Transaction and the Company acknowledges and agrees that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of the Confidential Information.
- 4.2 The Company acknowledges and agrees that nothing contained in this letter agreement shall be construed as granting, and Binance is not and does not intend to grant to, the Company or its Representatives any interest, title or property rights, by license or otherwise, in any Confidential Information, or to any invention or any patent, copyright, trademark, trade secret or other intellectual property right that has been issued, or may be issued, with respect to the Confidential Information. Any reproduction of any Confidential Information, whether in accordance with or in breach of the terms of this letter agreement, shall remain the property of the applicable Group Company and, to the extent practicable, shall contain any and all confidential or proprietary notices or legends which appear on the original. Any notes that the Company or its Representatives creates regarding the Confidential Information shall also be deemed to be Binance's Confidential Information.
- 4.3 Binance is not be obliged to accept, review or consider any proposal or application that the Company submits with respect to the Proposed Transaction.
- 4.4 All communications to Binance in relation to the Proposed Transaction or this letter agreement must be addressed to "Listing Team" and sent to the email "listing-communications@binance.com" and no one else.
- 4.5 Without prejudicing any other rights or remedies that Binance may have, the Company acknowledges and agrees that Binance and each other Group Company, as applicable, may be irreparably harmed by the Company or its Representatives breaching the terms of this letter agreement, including any unauthorized disclosure, access, use, destruction, alteration or loss of any Confidential Information (any such occurrence, "**Information Loss**") and that damages alone may not be an adequate remedy. Accordingly, the Company acknowledges and agrees that Binance and any other Group Company that brings a claim under this letter agreement shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened, alleged or actual breach of the terms of this letter agreement, including any Information Loss.
- 4.6 The Company may not assign this letter agreement or any or its rights or obligations hereunder without Binance's prior written consent.

- 4.7 This letter agreement constitutes the entire agreement between the Parties with respect to the Proposed Transaction and supersedes and replaces any and all prior or contemporaneous agreements, written or oral, regarding the Proposed Transaction. No variation or amendment of this letter agreement shall be valid unless it is in writing and duly executed by or on behalf of the Parties.
- 4.8 If any paragraph or provision of this letter agreement shall for any reason be held illegal or unenforceable by a court of competent jurisdiction in Singapore, such paragraph or provision shall in no way affect or impair the validity or enforceability of the remaining paragraphs and provisions of this Agreement, and such illegal or unenforceable paragraph or provision shall be replaced with a legal provision that most accurately incorporates the original intent of the Parties.
- 4.9 Any notice or other communication given under this letter agreement or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed to the registered office of the addressee.
- 4.10 No person or entity other than a Group Company and the Company may enforce the terms of this letter agreement.
- 4.11 This letter agreement may be executed in any number of counterparts. Each counterpart shall constitute an original of this letter agreement but all the counterparts together shall constitute but one and the same instrument.
- 4.12 The letter agreement shall be effective as of date it is signed by the Company.

## **5. GOVERNING LAW AND JURISDICTION**

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore, without giving effect to conflicts of law principles.
- 5.2 Any dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or invalidity hereof or thereof (including the validity, scope and enforceability of this arbitration provision), shall be finally resolved by arbitration in Singapore under the auspices of the Singapore International Arbitration Centre ("SIAC") and in accordance with the Arbitration Rules of the SIAC (the "**Rules**") in force when the Notice of Arbitration (as defined in the Rules) is submitted, as may be amended by the rest of this paragraph 5.2. The law of this arbitration shall be Singapore law. The seat of arbitration shall be Singapore and the number of arbitrators shall be three (3) to be appointed and determined in accordance with the Rules. The arbitration proceedings shall be conducted in English.
- 5.3 In order to preserve its rights and remedies, any Group Company shall be entitled to seek any order for the preservation of property, including any interim injunctive relief, in accordance with applicable law from any court of competent jurisdiction or from the arbitration tribunal pending the final decision or award of the SIAC.
- 5.4 Any award made by the SIAC shall be final and binding on each of the Parties. The Parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the SIAC so that there shall be no appeal to any court of law for the award of the SIAC, and a Party shall not challenge or resist the enforcement action taken by any other Party in whose favor an award of the SIAC was given.

Please confirm that the Company agrees to the terms set out in this letter agreement by signing and returning to Binance the enclosed duplicate copy.

Yours faithfully,

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For and on behalf of Binance European Services Limited

The Company acknowledges receipt of this letter agreement and agrees to be bound by its terms

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Name:

On behalf of:

Title: