



Memorandum of Understanding.

This Memorandum of Understanding is made on (_/_/_), by and between Circular Global Ledgers, S.A. a corporation existing under laws of Switzerland (CH), having its registered office at Via Maggio n.1 6900, Lugano (Switzerland), which provides several services in the blockchain sector (hereinafter "**Circular**") and (_____) (hereinafter "**Partner**"), having its registered office at _____
_____Circular and (_____) together, the "Parties", each a "Party").

The Parties hereby bind themselves to undertake a Memorandum of Understanding ("MOU") under the following terms and conditions:

TERM. The term of this MOU shall be 1 year unless terminated sooner in accordance with the terms of this MOU. This MOU shall be renewed automatically for a succeeding term of one (1) year unless either Party gives written notice to the other at least thirty (30) days prior to the expiration of this MOU. Notwithstanding the foregoing, this MOU may be terminated and the obligations of the parties hereunder shall thereupon cease except for the confidentiality section below, by the Party electing to terminate this MOU by providing the other Party with thirty (30) days prior notice in writing.

GOALS AND OBJECTIVES. The following contract aims to regulate the cooperative relationship between Circular and Partner in the context of Circular's activity as a provider of services based on blockchain technology. This MOU is intended for the partnership between the two companies to improve the efficiency of the services offered, in their respective areas of expertise. Specifically, Circular gets temporary use of the Partner's name and brand on its communication and dissemination channels in order to increase investors' interest in the project while the Partner will benefit from Circular's network of users in order to implement its functions and potentially gain new customers due to the partnership with Circular.

The Parties to this MOU shall abide by the terms of this MOU to achieve the following goals and objectives:

OBLIGATIONS OF THE PARTIES.

Circular's Obligations/Rights:

- Circular shall have the right to use or exploit the Partner's brand and name on its communication channels to promote the collaboration.
- Circular shall have the possibility to leverage the Partner's digital presence for cross-marketing activities aimed at attracting new investors and customers to Circular. Both parties agree to share the costs associated with these marketing efforts equally (if any), ensuring a collaborative approach to expanding their respective customer bases and enhancing visibility.
- Circular agrees to provide support for integrating the Partner onto its blockchain at no cost to the Partner. This support includes technical assistance, consultation, and resources necessary to facilitate the seamless integration of the Partner, ensuring that the Partner can leverage Circular's blockchain technology effectively.



- Circular agrees to offer the Partner _____ transactions at no cost to support the partner startup activities.
- Circular will provide free credits to the Partner for the development of use cases on its platform. These credits can be used by the Partner to access and utilize Circular's services and technology in the development and testing of their use cases. However, these free credits shall not be used for trading, sales, or airdrop purposes.

Partner's Obligations/Rights:

- The Partner shall have the right to use or exploit Circular's brand and name on its communication channels to promote the collaboration.
- The Partner shall have the possibility to leverage Circular's digital presence for cross-marketing activities aimed at attracting new investors and customers to the Partner. Both parties agree to share the costs associated with these marketing efforts equally, ensuring a collaborative approach to expanding their respective customer bases and enhancing visibility.
- The Partner agrees to integrate its system onto Circular's blockchain. Circular will provide technical assistance, to facilitate the seamless integration of the Partner's system, ensuring that the Partner can leverage Circular's blockchain technology effectively.
- The Partner will be provided with free credits by Circular for the development of use cases. These credits may be used by the Partner solely to access and utilize Circular's services and technology in the development and testing of their use cases. The Partner agrees that these free credits shall not be used for trading, sales, or airdrop purposes.

CONFIDENTIALITY. Subject to sub-clause (2) below, each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this MOU.

The Parties acknowledge that the existence and the terms of this MOU and any oral or written information exchanged between the Parties in connection with the preparation and performance of this MOU are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this MOU.

All confidential information of a Party shall remain the exclusive property of such Party, and no right, title or interest in or to any of the confidential information or any material developed therefrom is transferred to the recipient Party hereby or by its delivery to the recipient Party hereunder.



The recipient Party shall use or cause the confidential information to be used only to evaluate the transaction and, in a manner, consistent with the terms and conditions of this MOU and at no time shall the recipient Party otherwise use the confidential information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the disclosing Party or its affiliates or their respective shareholders.

This section shall survive the termination of this MOU for any reason.



RELATION OF THE PARTIES. The nature of the relationship between Circular and the Partner is that of partners in a partnership.

CONSIDERATION.

No monetary compensation will be recognized to both parties for completing all obligations under this MOU. Parties will be compensated by the exchange of services with respect to the respective obligations. Notwithstanding the foregoing, the Partner could be rewarded with Circular's tokens if it provides new customers to Circular. The number of tokens issued by Circular shall be determined solely by Circular based on criteria determined from time to time by Circular.

REPRESENTATIONS AND WARRANTIES. Each Party to this MOU represents and warrants to the other Party that he/she/it:

- (a) has full power, authority and legal right to execute and perform this MOU;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this MOU;
- (c) this MOU constitutes the legal, valid and binding obligations of such Party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this MOU and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

TERMINATION. Either Party may terminate its performance of related obligations under this MOU if the other Party fails to rectify a material breach under a portion of this MOU within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the MOU, without prejudice to any claim for damages, breach of contract or otherwise. The Parties agree that the failure or termination of any portion or relevant provision of this MOU will not be a basis for terminating other severable obligations or provisions of this MOU, unless the failure or breach is such that the entire MOU loses substantially all of its value to the non-breaching party.

Any termination of this MOU shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

REMEDIES ON DEFAULT. In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this MOU, the other Party may terminate the MOU by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this MOU.



FORCE MAJEURE. If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, pandemic, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the notice of arbitration is submitted in accordance with those rules. The number of arbitrators shall be three; the seat of the arbitration shall be Lugano; the arbitral proceedings shall be conducted in English.

NOTICE. Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other addresses as one Party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This MOU contains the entire MOU of the Parties regarding the subject matter of this MOU, and there are no other promises or conditions in any other MOU whether oral or written. This MOU supersedes any prior written or oral MOUs between the Parties.

AMENDMENT. This MOU may be modified or amended if the amendment is made in writing and signed by both Parties.



SEVERABILITY. If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of Switzerland.

IN WITNESS WHEREOF, the Parties have signed their names below on the above-mentioned date.

(____), on behalf of Circular:

Circular Global Ledgers, S.A.

Name:

Title:

e-mail:

Name:

Title

e-mail: