

FRIGO INVESTOR ROOM

Mutual Non-Disclosure Agreement

For confidential investment, commercial and technical evaluation

FOR DISCUSSION - CONTROLLED TRANSACTION DRAFT This document records the proposed transaction framework for discussion and completion by the Parties. Each Party may obtain independent legal, tax or other professional advice at its discretion.

PARTY / ITEM	DETAIL
Company	FRIGO SMART SELLING PRODUCTS BY AUTOMATIC VENDING MACHINES L.L.C, a limited liability company established in Dubai, United Arab Emirates ("FRIGO")
Counterparty	[FULL LEGAL NAME], a [jurisdiction and legal form] (the "Counterparty")
Effective Date	[DD MONTH YYYY]
Permitted Purpose	Evaluating a possible investment in, financing of, or strategic transaction with FRIGO and conducting related diligence.

FRIGO and the Counterparty are each a "Party" and together the "Parties." A Party disclosing Confidential Information is a "Disclosing Party" and a Party receiving it is a "Receiving Party."

1. Confidential Information

"Confidential Information" means all non-public information disclosed in any form by or for a Disclosing Party, including information made available through an investor or data room, management presentation, site visit, system demonstration, conversation or correspondence. It includes financial statements and models, forecasts, transaction and machine data, customer and partner information, contracts, pricing, product and technology information, source materials, business plans, financing terms, intellectual property, security information, personal data and notes or analyses derived from any of the foregoing.

Confidential Information does not include information that the Receiving Party can demonstrate by contemporaneous written records: (a) is or becomes public other than through breach of this Agreement; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Confidential Information.

2. Use and Protection

The Receiving Party shall use Confidential Information solely for the Permitted Purpose; protect it with at least the same degree of care used for its own information of similar sensitivity and, in all cases, reasonable care; and disclose it only to its directors, officers, employees, professional advisers, financing sources and controlled affiliates who need to know it for the Permitted Purpose and are bound by confidentiality obligations no less protective than this Agreement ("Representatives").

The Receiving Party is responsible for breaches by its Representatives. It shall not copy, download, analyze, reverse engineer, benchmark, decompile or otherwise use any product, software, architecture or dataset beyond what is reasonably necessary for the Permitted Purpose, and shall not attempt to identify individuals from aggregated or de-identified information.

3. Data-Room and Contact Protocol

The Receiving Party shall comply with reasonable access controls, download restrictions and document legends applied to the data room. Without FRIGO's prior written consent, the Counterparty shall not contact FRIGO's customers, suppliers, employees, contractors, investors or commercial partners in connection with the Permitted Purpose. This clause does not restrict ordinary-course contact demonstrably unrelated to FRIGO or the contemplated transaction.

4. Personal Data and Security

Each Party shall process personal data received under this Agreement only as necessary for the Permitted Purpose and in accordance with applicable UAE data-protection requirements. The Receiving Party shall apply reasonable technical and organizational safeguards and notify the Disclosing Party promptly after discovering unauthorized access, use, disclosure, loss or compromise affecting Confidential Information.

5. Required Disclosure

If law, regulation, court order or a competent authority requires disclosure, the Receiving Party may disclose only the legally required portion. To the extent legally permitted, it shall give prompt written notice, reasonably cooperate in seeking confidential treatment or protective relief, and continue protecting all other Confidential Information.

6. Ownership; No License; No Reliance

All Confidential Information remains the property of the Disclosing Party or its licensors. No intellectual-property right or license is granted except the limited right to review information for the Permitted Purpose. Neither Party makes a representation or warranty as to completeness or accuracy except as may be expressly stated in a definitive written transaction agreement. Each Party shall conduct its own evaluation.

7. No Obligation to Proceed

This Agreement does not require either Party to continue discussions, disclose any particular information, enter into a transaction or refrain from engaging with others. Either Party may end discussions at any time. No binding transaction exists unless and until definitive agreements are executed by authorized signatories.

8. Return or Destruction

Upon written request or termination of discussions, the Receiving Party shall promptly return or securely destroy Confidential Information and, if requested, confirm completion in writing. Routine archival, legal-hold and automated backup copies may be retained where deletion is impracticable, provided they remain protected and are not accessed except for compliance purposes.

9. Term and Survival

This Agreement begins on the Effective Date and continues for three years. The duties of use restriction and confidentiality survive for three years after each disclosure; trade secrets remain protected for so long as they qualify as trade secrets or otherwise remain confidential under applicable law. Personal-data and security duties survive for so long as the relevant information is retained.

10. Remedies

The Parties acknowledge that unauthorized use or disclosure may cause harm not adequately remedied by damages alone. Subject to applicable law and the powers of the competent court, a Disclosing Party may seek injunctive or other equitable relief in addition to other available remedies. No Party excludes liability for fraud, wilful misconduct or any liability that cannot lawfully be excluded.

11. General

Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a bona fide merger, reorganization or sale of substantially all relevant assets that assumes the obligations in writing. This Agreement is the entire agreement on confidentiality for the Permitted Purpose and may be amended only in a signed writing. A failure or delay to exercise a right is not a waiver. If a provision is unenforceable, it shall be adjusted only to the minimum extent necessary and the remainder will continue.

Notices shall be delivered by hand, reputable courier or email to the addresses designated below and are effective on confirmed receipt. Counterparts and legally valid electronic signatures may be used.

12. Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising from it are governed by the federal laws of the United Arab Emirates as applied in the Emirate of Dubai. The courts of Dubai have exclusive jurisdiction, subject to any mandatory jurisdictional rule.

Signatures

**FRIGO SMART SELLING PRODUCTS BY AUTOMATIC
VENDING MACHINES L.L.C**

[COUNTERPARTY LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company notice email: [●] | Counterparty notice email: [●]