



MUTUAL NON-DISCLOSURE AGREEMENT

One World Corporate

Version 1.0

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between the operator of "One World Corporate" — a marketing name under which One World Classroom, a sole proprietorship registered in Cottbus, Germany and operated by Kasun Paththamperuma, offers corporate training and related business services (referred to in this Agreement as "OWC", "we", "us", or "our") — and the counterparty identified in the signature block below ("Counterparty", "you", or "your"), each a "Party" and together the "Parties". This Agreement takes effect on the date of the later signature by the Parties ("Effective Date") and governs the exchange of confidential information between the Parties in connection with a potential or existing business relationship, including without limitation a possible corporate training collaboration, referral partnership, or joint offering (the "Purpose"). This Agreement applies regardless of Counterparty's country of incorporation.

1. PARTIES

1.1 The Parties.

This Agreement is between One World Classroom ("OWC", "we", "us", "our"), a sole proprietorship (Einzelunternehmen) operated by Kasun Paththamperuma, with its registered business address at Stadtpromenade 10, 03046 Cottbus, Germany, and registered with the Finanzamt Cottbus under Steuernummer 056/237/10337, trading under the marketing name "One World Corporate", and the counterparty named in the signature block below ("Counterparty").

1.2 Mutual Application.

This Agreement applies equally regardless of which Party discloses Confidential Information to the other at any given time. A Party disclosing Confidential Information is the "Disclosing Party"; a Party receiving it is the "Receiving Party". Either Party may act as Disclosing Party or Receiving Party under this Agreement, including both at once.

2. PURPOSE

2.1 Permitted Purpose.

The Parties are exchanging Confidential Information solely to evaluate, negotiate, or perform a potential or existing business relationship between them (the "Purpose"). Neither Party may use the other's Confidential Information for any purpose outside the Purpose.

3. CONFIDENTIAL INFORMATION

3.1 Definition.

"Confidential Information" means any non-public business, technical, financial, operational, or commercial information disclosed by one Party to the other in connection with the Purpose, whether disclosed orally, in writing, electronically, or by any other means, and whether or not marked or identified as confidential, including but not limited to business plans, pricing, client and partner lists, curricula and training materials, financial information, and the existence, terms, and status of discussions between the Parties.

3.2 Form of Disclosure.

Confidential Information may be disclosed in any form and does not need to be reduced to writing or specifically labelled as confidential to be protected under this Agreement, provided that, given the nature of the information and the circumstances of disclosure, a reasonable person would understand it to be confidential.

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 Confidentiality.

The Receiving Party will keep the Disclosing Party's Confidential Information confidential and will not disclose it to any third party without the Disclosing Party's prior written consent, except as permitted under Section 6.

4.2 Permitted Use.

The Receiving Party will use the Disclosing Party's Confidential Information solely for the Purpose and will not use it for its own benefit or the benefit of any third party, or to compete with the Disclosing Party.

4.3 Standard of Care.

The Receiving Party will protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than a reasonable degree of care.

4.4 Permitted Recipients.

The Receiving Party may disclose Confidential Information to its employees, officers, and professional advisors who have a genuine need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement. The Receiving Party remains responsible for any breach of this Agreement by such recipients.

5. EXCLUSIONS

5.1 Exclusions.

Confidential Information does not include information that:

- is or becomes publicly available through no fault of the Receiving Party;
- was already lawfully known to the Receiving Party without an obligation of confidentiality before disclosure by the Disclosing Party;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by the Receiving Party's contemporaneous written records; or
- is rightfully received by the Receiving Party from a third party without an obligation of confidentiality.

6. COMPELLED DISCLOSURE

6.1 Legal Requirement.

The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or a valid order of a court or governmental authority, provided that, where legally permissible, it gives the Disclosing Party prompt written notice before disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy,

and discloses only the portion of Confidential Information legally required to be disclosed.

7. NO LICENSE; NO OBLIGATION TO PROCEED

7.1 No License.

Nothing in this Agreement grants the Receiving Party any right, title, license, or interest in or to the Disclosing Party's Confidential Information, intellectual property, or business, except the limited right to use Confidential Information for the Purpose as set out in Section 4.2.

7.2 No Obligation to Proceed.

Nothing in this Agreement obligates either Party to enter into any further agreement, transaction, or business relationship with the other Party. Either Party may terminate discussions relating to the Purpose at any time, for any reason, without liability, other than for a breach of this Agreement already occurred.

7.3 No Warranty.

All Confidential Information is provided "as is". The Disclosing Party makes no representation or warranty as to the accuracy or completeness of its Confidential Information.

8. TERM & SURVIVAL

8.1 Term.

This Agreement takes effect on the Effective Date and continues for 2 years, unless earlier terminated by either Party on 30 days' written notice to the other.

8.2 Survival of Confidentiality Obligations.

The confidentiality obligations in this Agreement survive termination or expiry of this Agreement for a period of 3 years from the date of disclosure of the relevant Confidential Information, regardless of when this Agreement terminates or expires.

9. RETURN OR DESTRUCTION

9.1 Return or Destruction on Request.

Upon the Disclosing Party's written request, or upon termination of discussions relating to the Purpose, the Receiving Party will promptly return or, at the Disclosing Party's election, destroy all Confidential Information in its possession, and certify such destruction in writing if requested, except that the Receiving Party may retain one copy solely for legal or compliance record-keeping purposes, subject to the continuing confidentiality obligations of this Agreement, and except for copies retained in routine backup systems that are not readily accessible for ordinary business use.

10. REMEDIES

10.1 Equitable Relief.

Each Party acknowledges that a breach of this Agreement may cause the other Party irreparable harm for which monetary damages alone may be an inadequate remedy, and that the non-breaching Party is entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law, without the necessity of posting a bond, to the extent permitted by applicable law.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 Governing Law.

This Agreement is governed by the laws of the Federal Republic of Germany, without regard to its conflict of laws principles, and without application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 Dispute Resolution by Arbitration.

Any dispute arising out of or in connection with this Agreement, including its existence, validity, or termination, shall be finally settled under the Arbitration Rules of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit e.V., "DIS") by one arbitrator appointed in accordance with those rules. The seat of arbitration is Berlin, Germany, and the language of the arbitration is English. This Agreement is open to counterparties incorporated in any country, including Germany, and this arbitration mechanism applies regardless of Counterparty's country of incorporation.

11.3 Interim Relief.

Notwithstanding Section 11.2, either Party may seek interim or urgent injunctive relief (including to prevent or stop an actual or threatened breach of this Agreement) from a court of competent jurisdiction, including the competent courts of Cottbus, Germany, without first resorting to arbitration.

12. GENERAL PROVISIONS

12.1 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions or agreements on that subject.

12.2 Amendments.

Amendments to this Agreement must be in writing and signed (including by email) by both Parties.

12.3 Severability.

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision is replaced by a valid one that most closely reflects the original intent.

12.4 Waiver.

Failure to enforce any provision does not constitute a waiver of that provision or the right to enforce it later.

12.5 No Assignment.

Neither Party may assign or transfer its rights or obligations under this Agreement without the other Party's prior written consent, except that OWC may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its business.

12.6 Notices.

Notices under this Agreement are valid if sent by email to the addresses specified in the signature block below, or to kasun@oneworldclassroom.de for OWC, or by post to OWC's registered business address at Stadtpromenade 10, 03046 Cottbus, Germany.

12.7 Language.

This Agreement is drawn up in both English and German. The German-language version ("Deutsche Fassung") is the sole legally binding and governing version of this Agreement. The English-language version is provided for convenience and reference only and has no independent legal effect. In the event of any inconsistency, ambiguity, or conflict between the English and German versions, the German version prevails and is exclusively controlling, including before German courts and in any arbitration seated in Germany under Section 11.

12.8 Counterparts & Electronic Signature.

This Agreement may be executed in counterparts, including by electronic signature or by email confirmation, each of which is deemed an original.

12.9 No Partnership.

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

SIGNATURE BLOCK

By signing below (or confirming acceptance by email), each Party agrees to be bound by this Agreement.

For One World Corporate:

Name: Kasun Paththamperuma, Founder & Managing Director

Signature: _____ Date: _____

For Counterparty:

Company Name: _____

Name & Title of Signatory: _____

Address: _____

Email: _____

Signature: _____ Date: _____

One World Corporate

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