

# Non-Disclosure Agreement

Flippers.Club • Effective 10 June 2026

This Non-Disclosure Agreement (the “NDA”) is between you (the “Receiving Party”) and Flippers.Club, operated by Candid Marketing Ltd, a company incorporated in England and Wales with registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom (“Flippers.Club”). The Seller of any Listing you access under this NDA is a third-party beneficiary and may enforce this NDA directly against you.

You accept this NDA when you become a Member of Flippers.Club. You re-affirm it each time a data room opens to you on a specific Deal.

## 1. Purpose

The purpose is to allow you to evaluate one or more Listings on Flippers.Club for potential acquisition, and to participate in the brokered deal process. You may use the Confidential Information only for this purpose. Any other use is a breach.

## 2. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed to you through Flippers.Club in connection with one or more Listings or Deals, whether before or after you sign this NDA, including:

- the identity of the Seller and the asset being sold
- brand names, URLs, app store listings, and infrastructure details
- full descriptions, screenshots, voice notes, and category-specific data
- financials, traffic, user metrics, contracts, customer data, supplier data, and operational know-how
- data room documents (P&L, contracts, traffic exports, technical documentation)
- questions, answers, offer terms, counter-offers, and all communications with the assigned Broker
- the existence and stage of any Deal involving the Seller

Information is Confidential Information regardless of whether it is marked or labelled as confidential at the time of disclosure.

## 3. Obligations

You will:

- use the Confidential Information only to evaluate the Listing and progress the Deal
- keep the Confidential Information strictly confidential and protect it with at least the same level of care you use for your own confidential information, and in any event no less than a reasonable level of care
- not copy, store, transmit, publish, or otherwise reproduce the Confidential Information except as needed for the purpose
- not disclose the Confidential Information to any third party except as permitted in Section 4
- not reverse engineer, scrape, or extract data from the platform beyond what is needed for the purpose

## 4. Permitted disclosures

You may disclose Confidential Information to:

- your professional advisers (lawyers, accountants, financial advisers, technical due diligence consultants) who need to know the information to advise you, and who are under written or professional obligations of confidence at least as strict as this NDA
- your employees, officers, and directors who need to know for the purpose, and who are bound by equivalent obligations of confidence
- a regulator, court, or governmental authority where required by law, provided that, to the extent legally permitted, you notify Flippers.Club promptly so it can seek protective relief

You remain responsible for any breach of this NDA by anyone you disclose Confidential Information to.

## **5. Exclusions**

Confidential Information does not include information that you can show by written record:

- was already lawfully in your possession before disclosure under this NDA, without an obligation of confidence
- becomes publicly available through no act or omission of yours
- is lawfully received from a third party who has the right to disclose it and no obligation of confidence to Flippers.Club or the Seller
- is independently developed by you without reference to or use of the Confidential Information

## **6. No circumvention**

For as long as a Listing is live or a Deal is open, and for 24 months after the Listing is withdrawn or the Deal closes, terminates, or otherwise ends, you will not, directly or indirectly:

- contact, approach, or solicit the Seller or any individual associated with the Seller outside the Flippers.Club platform
- attempt to identify, locate, or transact with the Seller off-platform
- complete or attempt to complete the acquisition of the asset outside Flippers.Club
- induce any other Member or third party to do any of the above

If you (or anyone you disclosed Confidential Information to) acquire the asset, or any substantial part of it, off-platform within this period, you will pay Flippers.Club a fee equal to the Commission that would have been payable on an on-platform Deal at the actual transaction value, as liquidated damages and not a penalty. This is in addition to any other remedy available at law or in equity.

## **7. No representations**

Confidential Information is provided as-is. Neither Flippers.Club nor the Seller makes any representation or warranty as to its accuracy or completeness, except as expressly set out in a binding sale agreement. Manual due diligence and verified metrics are a reasonable, good-faith review and are not a guarantee. You are responsible for your own confirmatory diligence.

## **8. No licence, no obligation to transact**

This NDA does not grant you any licence or right in any intellectual property of Flippers.Club or the Seller, other than the limited right to use the Confidential Information for the purpose. Nothing in this NDA obliges any party to enter into any transaction. Either party may walk away from a Deal at any time before signing a binding sale agreement.

## **9. Term and survival**

This NDA starts when you accept it and continues for as long as you remain a Member or hold any Confidential Information. Your confidentiality obligations under Section 3 survive for five years after you stop being a Member or after the relevant Deal ends, whichever is later. Confidentiality obligations relating to trade secrets continue for as long as the information qualifies as a trade secret under applicable law. The no-circumvention obligation in Section 6 survives for the period stated in that Section.

## **10. Return or destruction**

On request from Flippers.Club, or when you cease to be a Member, you will return or destroy all Confidential Information in your possession or control, together with any copies, summaries, or derivatives, and certify destruction in writing. You may retain one copy strictly for legal and compliance purposes, which remains subject to this NDA.

## **11. Remedies**

Money damages may not be a sufficient remedy for breach of this NDA. Flippers.Club and the affected Seller are entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity. The losing party in any enforcement action will pay reasonable legal fees and costs of the prevailing party, to the extent permitted by law.

## **12. Third-party beneficiary**

Each Seller whose Confidential Information you access under this NDA is an intended third-party beneficiary and may enforce this NDA directly against you in its own name under the Contracts (Rights of Third Parties) Act 1999. No other third party has any rights under this NDA.

## **13. Governing law and disputes**

This NDA is governed by the laws of England and Wales. Disputes are subject to the exclusive jurisdiction of the courts of England and Wales.

## **14. General**

This NDA, together with the Terms of Service and Privacy Policy, is the entire agreement between you and Flippers.Club on the subject of confidentiality. It replaces any prior NDA on the same subject. No waiver of any term is effective unless in writing. If any provision is held unenforceable, the rest of this NDA remains in force. You may not assign this NDA without our written consent. Flippers.Club may assign this NDA to a successor entity in a corporate transaction.

## **15. Acceptance**

You accept this NDA by ticking the acceptance box and completing membership signup. Your acceptance is recorded with a timestamp and is treated as a legally binding electronic signature under the Electronic Communications Act 2000.