MUTUAL NON-DISCLOSURE AGREEMENT

Binacru Mutual Non-Disclosure Agreement

This mutual NDA is signed in advance by Binacru and made available to any prospective customer. It takes effect on the date the Counterparty signs it and returns it to Binacru.

1. Parties

Binacru Technological Solutions, S.L.U., a company incorporated in Spain with tax ID (CIF) B05639042, registered office at Calle Huerto Pomares, 1 (30004), Murcia, Spain ("**Binacru**").

The Counterparty:

Company name
Registration / tax number
Registered address
Country

Binacru and the Counterparty are each a "**Party**" and together the "**Parties**". Each Party may act as a Discloser (sharing information) and a Recipient (receiving it).

2. Purpose

The Parties wish to exchange information to evaluate, and if agreed, to begin, the Counterparty's use of the Binacru platform, including demonstrations, trials and pilot projects (the "**Purpose**").

3. Confidential Information

3.1 "**Confidential Information**" means all information disclosed by a Party, in any form and whether or not marked confidential, that a reasonable person would understand to be confidential. For the Counterparty, it expressly includes:

- formulas, recipes and compositions, including ingredient identities, CAS numbers, concentrations and ranges;
- raw material specifications, supplier identities and pricing;
- analytical data, including GC-MS, SPME and HPLC results;
- product names, internal codes, customer lists and commercial terms;
- any document, safety data sheet or technical data sheet generated from the above.

For Binacru, it includes non-public information about its software, architecture, pricing and roadmap.

3.2 Formulas and compositions are treated as trade secrets within the meaning of Directive (EU) 2016/943 and Spanish Law 1/2019 on Trade Secrets.

3.3 Confidential Information does not include information that the Recipient can show:

1. is or becomes public other than through a breach of this Agreement;
2. was lawfully known to it before disclosure, without a duty of confidentiality;
3. is lawfully received from a third party free to disclose it; or
4. is independently developed without use of the Discloser's Confidential Information.

4. Obligations of the Recipient

4.1 The Recipient shall:

1. use Confidential Information only for the Purpose;
2. not disclose it to anyone except as allowed in clause 6;
3. protect it with at least the care it uses for its own confidential information, and never less than reasonable care.

4.2 The Recipient shall not reverse-engineer, analyse or attempt to derive the composition of any sample, formula or material received from the Discloser, except as needed for the Purpose and with the Discloser's written consent.

5. Binacru's specific commitments

In addition to clause 4, Binacru commits that it will not:

1. use the Counterparty's Confidential Information to train, fine-tune or improve any artificial intelligence model;
2. combine, pool or compare it with any other customer's data, or use it to provide services to anyone else;
3. allow any person to access the Counterparty's formulas except as needed for the Purpose and recorded in an access log, which the Counterparty may request;
4. use or disclose it in any consulting, formulation or other activity carried out by Binacru's directors or shareholders outside Binacru, including through FlavCon.

6. Permitted disclosure

6.1 The Recipient may disclose Confidential Information to its employees, professional advisers and service providers who need to know it for the Purpose and are bound by confidentiality duties at least as strict as these. The Recipient is responsible for their compliance.

6.2 Binacru's service providers that may receive the Counterparty's Confidential Information are limited to the following sub-processors, as at the date of this Agreement:

SUB-PROCESSOR	PURPOSE	LOCATION
DigitalOcean	Hosting of the Binacru platform and encrypted storage	Amsterdam, EU
Microsoft Azure OpenAI	AI extraction and document generation	Sweden Central, EU
Microsoft 365	Binacru email (information the Counterparty sends by email)	Spain, EU
SMTP2GO	Platform notification emails	Amsterdam, EU

Binacru will notify the Counterparty before adding a new sub-processor that would receive formula data.

6.3 If the Recipient is required by law, regulator or court to disclose Confidential Information, it shall, where lawful, notify the Discloser promptly, disclose only what is required, and cooperate with any effort to protect it.

7. Return and deletion

Within 30 days of the Discloser's written request, or of this Agreement ending, the Recipient shall return or delete all Confidential Information and confirm this in writing. Copies held in routine backups may remain until those backups expire in the normal cycle of 7 days, and stay subject to this Agreement until then.

8. Right to audit

8.1 While this Agreement is in force, the Counterparty, or an independent auditor it appoints who is bound by confidentiality, may audit Binacru's compliance with it, including Binacru's data-handling practices, access logs and the relevant parts of its software. Audits take place on at least 15 business days' written notice, during normal business hours, and no more than once in any 12-month period unless a breach is reasonably suspected.

8.2 Binacru may require that its software is inspected under supervision and without copies being taken, and may object to an auditor that competes with Binacru. Each Party bears its own audit costs, unless the audit reveals a material breach by Binacru, in which case Binacru bears the reasonable costs of the audit.

8.3 Information obtained in an audit is Binacru's Confidential Information.

9. Term

This Agreement lasts 2 years from the date the Counterparty signs it, unless either Party ends it earlier by 30 days' written notice. Confidentiality obligations continue for 5 years after it ends, and for trade secrets, for as long as the information remains a trade secret.

10. No licence, no commitment

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any licence or obliges either Party to enter into any further agreement.

11. Remedies

The Parties agree that damages alone may not be an adequate remedy for breach, and that the Discloser may seek injunctive or other interim relief in addition to any other remedy.

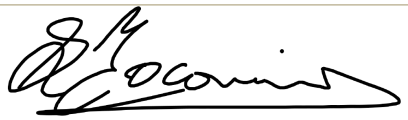
12. Governing law and jurisdiction

This Agreement is governed by Spanish law. The courts of Murcia, Spain have exclusive jurisdiction, without prejudice to either Party seeking interim relief in any competent court.

13. General

This Agreement is the entire agreement on its subject and may be amended only in writing signed by both Parties. It may be signed electronically and in counterparts. If any provision is invalid, the rest remains in force. Neither Party may assign it without the other's written consent.

Signatures

	BINACRU TECHNOLOGICAL SOLUTIONS, S.L.U.	COUNTERPARTY
Signature		
Name	Sebastian José Iaconis	
Title	Administrador Único	
Date	04-Nov-2026	

Please return the countersigned copy to support@binacru.com.