



# MENDABLE VIP APP

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## BETA TESTER NON-DISCLOSURE AGREEMENT (NDA)

This Beta Tester Non-Disclosure Agreement ("Agreement") is entered into by and between:

Mendable Worldwide Limited, with its principal place of business in the United Kingdom ("Company"),

and the individual ("Beta Tester") who agrees to this Agreement by checking the acknowledgment box on the sign-up form for the Mendable VIP App Beta Program.

### 1. Purpose

The Company is providing early access to a beta version of its mobile application and related intellectual property ("Mendable VIP App") for the purpose of collecting feedback and testing its performance. In exchange, Beta Tester agrees to the following terms to protect the Company's confidential information.

### 2. Confidential Information

Confidential Information includes, but is not limited to:

- All features, designs, functions, and data of the Mendable VIP App;
- Technologies including M-Print, Personal AI, biometric processing, and algorithms;
- Business strategies, user interface designs, backend architecture;
- Source code, product roadmaps, investor materials;
- Any feedback, bug reports, or user data shared in the course of beta testing.

### 3. Obligations of Beta Tester

Beta Tester agrees to:

- Not disclose, share, or demonstrate the App or any part of it to any third party without prior written consent from Mendable.
- Not screenshot, screen-record, or distribute the App's visuals or outputs publicly.
- Use the App only for the purpose of testing and providing feedback to the Company.
- Report bugs, suggestions, or feedback privately to the Company.

#### **4. Ownership**

All intellectual property rights, data, concepts, and feedback associated with the Mendable VIP App remain the sole property of the Company.

Beta Tester receives no license or ownership rights of any kind beyond temporary testing access.

#### **5. No Warranty**

The App is provided “as-is” without warranties of any kind. The Company is not liable for any damages resulting from the use of the beta version.

#### **6. Term and Termination**

This NDA remains in effect during the beta testing period and continues indefinitely regarding all Confidential Information.

The Company may revoke access at any time and require destruction or deletion of the App and any materials.

#### **7. Data Privacy**

All biometric data, testing results, and personal inputs are governed by Mendable’s internal data policy.

Beta Testers will not access or extract data beyond the intended use of the app.

#### **8. Use of Authenticity, Skin Tone, and Age Data (Staging Only)**

This Agreement applies only to Mendable's staging environment, which is used exclusively for internal design, development, and UI/UX optimization.

Beta Tester acknowledges and agrees that:

- Mendable may request limited demographic inputs, including age, skin tone, and authenticity (confirmation that the user is real);
- This information is collected solely for the purpose of refining the app’s user interface and user experience across diverse populations;
- Data collected in staging may be temporarily retained on Mendable’s secure servers to support design decisions and feedback loops;
- This data will not be used to train AI or ML models;
- No data collected in staging will be associated with the production environment;
- All data is handled in strict accordance with Mendable’s internal ethics and privacy protocols.

#### **9. Production Environment Compliance (UK GDPR & PECR)**

Mendable confirms that its production environment is fully compliant with UK GDPR and PECR regulations. Specifically:

- The production app does not collect or retain personally identifiable information (PII);
- All data is processed in anonymous form and is deleted immediately after processing and returning results to the user’s device;
- No cookies, tracking technologies, or persistent identifiers are used in production;

- Therefore, no consent banners or user data rights requests apply under UK GDPR or PECR in production;
- If a user contacts Mendable with a data inquiry, we provide full transparency and confirmation of the anonymous nature and deletion policy of production processing.

By checking the acknowledgment box on the beta sign-up form, you confirm that you have read, understood, and agree to be legally bound by the terms of this Non-Disclosure Agreement.

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Mendable Worldwide Ltd is not a provider of medical or professional mental health services.