2024

3PL Company LTD
Demo Preparation Project NDA

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on 24th October 2024, by & between:

1. **Dream Tech (hereinafter referred to as the "Disclosing Party"),** with its principal place of business at [Cairo - Egypt], representing the Demo Preparation Project Team, sponsored by the Egyptian Ministry of Communication and Information Technology and   Next Career Development Academy.

2. **3PL Company LTD (hereinafter referred to as the "Receiving Party"),** with its place of business at [Cairo - Egypt].

WHEREAS the Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purposes of a demo of the Oracle Supply Chain Management (SCM) ecosystem (the "**Purpose**").

WHEREAS, both parties recognize that certain information disclosed during this project is confidential, and the parties wish to define their respective rights and obligations with respect to that information.

NOW, THEREFORE, the parties agree as follows:

---

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information, whether written, oral, or electronic, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- Business plans, strategies, financial information, and operations data of Dream Tech.
- Product information, supply chain management processes, and customer and supplier details.
- Information related to both parties' internal systems, including legacy systems and Oracle SCM modules.
- Any other proprietary information related to the Disclosing Party's business operations.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential and not disclose it to any third party, except as expressly permitted in writing by the Disclosing Party.
- Use the Confidential Information solely for the Purpose of preparing the demo and not for any other purpose.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.
- Restrict access to Confidential Information to those team members who have a need to know to carry out the Purpose, ensuring they are bound by similar confidentiality obligations.

3. Exceptions to Confidential Information

Confidential Information does not include information that:

- Was in the public domain at the time of disclosure or subsequently enters the public domain through no fault of the Receiving Party.
- Was rightfully in possession of the Receiving Party prior to receiving it from the Disclosing Party.
- Is developed independently by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information.
- Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement.

4. Term

This Agreement shall remain in effect for a period of three (3) years from the date of the last disclosure of Confidential Information, unless terminated earlier by mutual written agreement of the parties.

5. Return or Destruction of Information

Upon the termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, materials, and other forms of Confidential Information, including copies thereof.

6. No License

Nothing in this Agreement grants the Receiving Party any rights, title, or interest in or to the Confidential Information, or any license to use any intellectual property of the Disclosing Party.

7. No Obligation

The Disclosing Party is under no obligation to disclose any Confidential Information, and no warranties are made by the Disclosing Party with respect to the accuracy or completeness of the Confidential Information.

8. Remedies

The parties agree that a breach of this Agreement by the Receiving Party will cause irreparable harm to the Disclosing Party, and that monetary damages may not be an adequate remedy. In such an event, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available under law or in equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Arab Republic of Egypt. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Egyptian Economic Court – Maadi – Cairo, Egypt.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the confidentiality of the disclosed information and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

11. Signatures

This agreement is signed in two hard copies, each party receives his own copy to keep.

Disclosing Party Dream Tech	Receiving Party 3PL Company LTD
Name: _____	**Name**: _____
Title: _____	**Title**: _____
Signature: _____	**Signature**: _____
Date: _____	**Date**: _____