

Confidentiality Agreement

Date [] 2025] (hereinafter: "**Effective Date**")

Parties

Name
Company number
Notice details

zenGate Global Limited

Name
Company number
Notice details

SERA Bangladesh

1. Defined terms

Confidential Information of the Provider means all information and know-how including, but not limited to data relating to its customers and any other compilations, databases, spreadsheets, source and object codes, flow charts and logic diagrams, data concepts, technology, operating processes, marketing and commercial knowledge whether or not in printed form disclosed or otherwise provided by the Provider to the Receiver or otherwise obtained or learned by the Receiver relating to the business of the Provider, but does not include information which:

- (a) is by reason of general publication or the like, part of the public domain or readily available in the public domain otherwise than as a result of a breach of this Agreement by the Receiver, its officers, employees, agents, contractors or subcontractors;
- (b) was known by the Receiver prior to its disclosure or provision by the Provider; or
- (c) is made available to the Receiver by a third person who is not under an obligation of confidence to the Provider and who obtained that information other than as a result of a breach of an obligation of confidence owed to the Provider by any person.

Provider is the party disclosing the Confidential Information.

Receiver is the party receiving the Confidential Information.

Business Purpose is collaboration on supply-chain traceability solutions.

2. Confidentiality

- 2.1 This Agreement shall apply to all Confidential Information disclosed between the parties.
- 2.2 In consideration for receiving the Confidential Information, the Receiver undertakes to keep secret and protect and preserve the confidential nature and secrecy of the Provider's Confidential Information that it has received prior to, on, or after the date of this Agreement. In particular, the Receiver shall ensure that third persons do not gain

access to the Provider's Confidential Information other than as permitted under this Agreement. To this end, the Receiver shall not, without the Provider's prior written consent:

- (a) disclose or in any way communicate to any other person all or any of the Provider's Confidential Information except as authorised by the Provider under this Agreement;
- (b) directly or indirectly, copy, or reproduce any Confidential Information of the Provider for its own benefit or for the benefit of any person or firm other than the Provider's, and in any event only in connection with evaluation or engaging in discussions concerning the Business Purpose or any other business relationship with the Provider;
- (c) reverse engineer, decompile or disassemble the Confidential Information or attempt to use the Confidential Information in any other manner to the Provider's detriment;
- (d) permit unauthorised persons to have access to places where the Provider's Confidential Information is displayed, reproduced or stored; or
- (e) make or assist any person to make any unauthorised use of the Provider's Confidential Information.

2.3 The Receiver must:

- (a) use its best endeavours to enforce the confidentiality obligations imposed by this Agreement including diligently prosecuting at its cost, any breach or threatened breach of such confidentiality obligations by a person to whom the Receiver has disclosed the Provider's Confidential Information;
- (b) ensure that any member of its staff, employees, officer, agent, legal advisor, accountant or other professional engaged by it (the "**Representative**") shall be bound by the confidentiality obligations set out herein
- (c) keep all the Provider's Confidential Information separate from Receiver's own documents and other records; and
- (d) co-operate, and provide the Provider with all reasonable assistance, in any action which the Provider may take to protect the confidentiality of the Provider's Confidential Information.

2.4 The Receiver may only use Confidential Information solely in relation to the Business Purpose and shall maintain it in strict confidence, by applying safeguard and using the same level of care and diligence to avoid disclosure or unauthorised use of the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care and diligence. When that Business Purpose has ended, the Receiver will make no further use of the Provider's Confidential Information. The Receiver may only disclose Confidential Information (to the extent reasonably necessary):

- (a) to its legal advisers in relation to its rights under this Agreement;
- (b) to its Representatives:
 - (i) on a need to know basis; and
 - (ii) on condition that such persons do not disclose that Confidential Information to any other person;
- (c) where required by law, provided that the Receiver has first notified the Provider that the Receiver is required to disclose the Confidential Information and the Receiver has used its reasonable endeavours to assist the Provider, should it wish to do so, to take whatever opportunities are available (if any) to the Provider to

- protect the confidentiality of the Confidential Information; or
 - (d) in connection with legal proceedings between the Parties relating to the confidentiality provisions of this Agreement. For the avoidance of doubt, unless otherwise provided for in this Agreement, the Provider's Confidential Information may not be disclosed in connection with any dispute or legal proceedings not related to this Agreement.
- 2.5 Subject to Clause 5, if the Receiver or its Representatives breach the confidentiality obligations in this Agreement the Receiver shall immediately notify the Provider in writing of and indemnify the Provider for all loss and damage caused by such breach.
- 2.7 The Receiver's obligations with respect to the Provider's Confidential Information survive termination.

3. Return of information

- 3.1 The Receiver undertakes that it will, on request by the Provider at any time, return all documents and other materials in the possession of the Receiver or any of its Representatives (whether in whole or in part) relating to or containing the Provider's Confidential Information (whether or not such documents were created by the Provider) and the Receiver undertakes not to retain any copies or replicas of any such documents or materials or any working papers or similar documents that incorporate the Provider's Confidential Information except where:
 - (a) the extracts or references to the Provider's Confidential Information form part of the Receiver's director's papers or the minutes of the Receiver's board or any committee of that board to the extent the level of detail is consistent with the Receiver's normal practices; or
 - (b) the copies, extracts, or other reproductions in whole or in part are created or retained by your legal advisors pursuant to any statutory or regulatory requirement or if they are required to hold them for the purposes of any relevant professional standards, practices, codes or insurance policy applicable to them.
- 3.2 The Receiver further undertakes that it will, on request by the Provider at any time, destroy and permanently erase and cause any of its Representatives to whom Confidential Information has been provided pursuant to this Agreement to destroy and permanently erase, as soon as reasonably practicable, any and all copies of any Confidential Information held by said Representatives. The Receiver shall confirm in writing to the Provider that such erasure and/or destruction of Confidential Information has been undertaken as soon as it is completed.

4. Ownership of Confidential Information

- 4.1 Any Confidential Information disclosed or acquired hereunder shall remain the property of the Provider or the originator of such information.
- 4.2 All proprietary rights in the Confidential Information, including but not limited to any patents, copyrights, trademarks, licenses, trade secrets or other intellectual property rights shall remain the property of the Provider. No licence by implication or otherwise under any patent, copyright, trade secret, trademark, or other intellectual property right is granted by the Provider to the Receiver hereunder. All rights, title, and interest

(including, but not limited to, the right of action for past, present, and future infringement of intellectual property rights) to any works of authorship, trade secrets and inventions developed by the Receiver based on or derived from the Confidential Information provided hereunder will become the property of the Provider.

5. Remedies for Breach

- 5.1 The Receiver acknowledges and agrees that, due to the confidential, proprietary and valuable nature of the Confidential Information, monetary damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by the Receiver. Without prejudice to the Provider's right to seek an injunction to restrain any breach of this Agreement, or request specific performance as a remedy for any such breach or any other right or remedy available at law, the Receiver undertakes to indemnify and keep the Provider at all times fully indemnified from and against any loss and from all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of any breach or non-performance by the Receiver or by its Representatives of any of the warranties, undertakings or obligations under this Agreement.

6. Term and Termination

- 6.1 This Agreement shall be deemed to take effect from the Effective Date specified in this Agreement and shall remain in effect for a period of five (5) years from the Effective Date, provided that either party may terminate this Agreement at any time by providing a 30 (thirty) day's prior written notice to the other Party or without notice upon a breach of any term of this Agreement. The parties may, by mutual agreement, decide to further extend the term of this Agreement.
- 6.2 Notwithstanding the termination or expiration of this Agreement, each party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of 5 (five) years from the date of such expiration or termination, saving the confidentiality undertaking as contained in Clause 2 above that shall survive any expiration or termination of this Agreement for an indefinite time. The aforementioned timeframes shall apply irrespective whether the Confidential Information is returned or destroyed as provided in Clause 3 above.

7. General

- 7.1 The rights, powers, obligations, and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law or in equity independently of this Agreement.
- 7.2 If any of the provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired.
- 7.3 Neither party may assign or otherwise transfer this Agreement, or any of its rights and obligations, to any third party without the written consent of the other party.
- 7.4 This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. This

Agreement may be executed and delivered by facsimile.

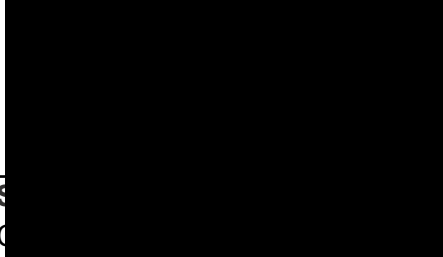
- 7.5 This Agreement will be construed in accordance with and governed by the laws of Ireland. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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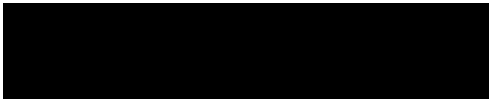
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

zenGate Global Limited

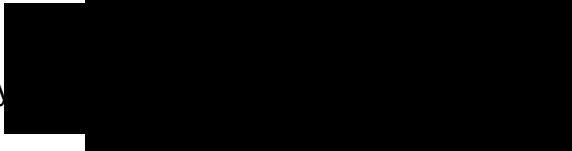
By:



Name:



By:



Name:



Title:

Chief Operating Officer and Co-Founder