

MUTUAL NON-DISCLOSURE AGREEMENT

Between

1. **Thaer Juhaish**, Address: Georgiou 'A 61A, Germasogeia 4047, Cyprus Passport no R216863 (**Disclosing Party**); and
2. **Qiang Wang**, Address: 1503-082, Fahidi Heights, Al Hamriya Dubai, United Arab Emirates. Passport no EA6210226 (**Receiving Party**)

Background

- (a) Each party is in possession of certain Confidential Information that it proposes to disclose (the **Discloser**) to the other party (the **Recipient**) for the Purpose.
- (b) The Recipient proposes to receive Confidential Information from the Discloser for the Purpose.
- (c) The parties have agreed to enter into this agreement in relation to disclosure by the Discloser to the Recipient and the receipt by the Recipient from the Discloser, of the Confidential Information in relation to the Purpose.

It is agreed as follows

1. Definitions

In this agreement, unless the context otherwise requires, the following definitions apply:

Affiliate means, in relation to a person, another person that directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is directly or indirectly under common ownership or control with such person;

Agreement Date means the date on which the last of the parties has executed this agreement;

Confidential Information means all information disclosed or made available by the Discloser, or an Affiliate of the Discloser, to the Recipient before or after the Agreement Date, verbally or in writing including electronically (whether by granting access to an electronic data room or otherwise) or by any other

means, whether directly or indirectly including without limitation:

- (a) the existence and content of this agreement;
- (b) the Purpose and any discussions and negotiations regarding the Purpose;
- (c) Intellectual Property Rights of the Discloser or its Affiliates and any Intellectual Property Rights developed or created by a party directly related to the Purpose under this agreement;
- (d) any information related to the Discloser and its Affiliates' clients, potential clients, its products, product information, operations, processes, plans or intentions, know-how, trade secrets, market opportunities and financial and business affairs; and
- (e) any other information that is identified as or can reasonably be identified to be of a confidential or proprietary nature.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Purpose means discussions and development of technology; and

Recipient's Representatives has the meaning ascribed to it in clause 2.1.

2. Confidential Information

2.1. Subject to clauses 2.2 and 5.1, the Recipient irrevocably agrees and undertakes during the term of this agreement, except as reasonably required for the Purpose:

- (a) to use its best endeavours to keep confidential, and direct that the Recipient's Affiliates and the respective officers, members, employees, agents and other advisers of the Recipient and of its Affiliates (together, the **Recipient's Representatives**), keep confidential all Confidential Information; and
- (b) not give, disclose, sell, transfer, charge or otherwise dispose of the whole or any part of the Confidential Information to any other person;
- (c) not use the Confidential Information other than for the Purpose; and
- (d) to establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

2.2. Clause 2.1 does not apply to information which:

- (a) is or becomes publicly available (otherwise than as a result of a breach of clause 2.1);
- (b) is or becomes available to the Recipient or the Recipient's Representatives from a source other than the Discloser;
- (c) was independently acquired or developed by the Recipient or the Recipient's Representatives without reference to the Confidential Information and without the Recipient or the Recipient's Representatives violating any of its obligations under this agreement;

(d) information which is required or requested to be disclosed by law, any court of competent jurisdiction, any governmental, official or regulatory authority, or any binding judgment, order or requirement of any other competent authority, , provided that the Receiving Party shall first notify, as soon as reasonably practicable, the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure; and

(e) was known by or in the possession of the Recipient or the Recipient's Representatives prior to being disclosed by or on behalf of the Discloser pursuant to this agreement.

3. Reservation of rights

3.1 The Discloser reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Discloser to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.

3.2 The Recipient acknowledges and agrees that the Confidential Information is disclosed by the Discloser on an 'as-is' basis, without any guarantee or representation provided by the Discloser as to the accuracy of the Confidential Information, and the Discloser will not be liable for any damages arising out of the use of the Confidential Information pursuant to this agreement absent any fraud, wilful default or gross negligence.

4. Intellectual property

All Intellectual Property Rights developed or created by the receiving part or its Affiliates party pursuant to the transactions contemplated under this agreement will be owned by the disclosing party.

5. Restrictive covenants

The Recipient irrevocably agrees, undertakes and covenants with the other

party that, during the Term and for a period of three years after the termination of this agreement, the Discloser will not (and will procure that the Recipient's Representatives will comply with this clause), directly or indirectly, without the prior written consent of the Recipient:

- (a) solicit or entice away, endeavour to solicit or entice away, or cause to be solicited or enticed away from the Discloser or any of the Discloser's Affiliate, any manager or employee of the Discloser or the Discloser's Affiliate, whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the Discloser or the Discloser's Affiliate; and
- (b) employ any person who is, or was during the term of this agreement, directly or indirectly engaged by the Discloser or the Discloser's Affiliate and who by reason of such engagement is or may be likely to be in possession of any Confidential Information or trade secrets relating to the business of the Discloser or the Discloser's Affiliate.

6. Term and termination

- 6.1. This agreement will come into effect on the Agreement Date unless terminated earlier in accordance with this agreement. It is agreed that the Recipient's obligations with respect to the protection and use of Confidential Information will continue to apply for a period of five years after the termination of this agreement.
- 6.2. Either party will have the right at any time to terminate this agreement for any reason, without the need for a judicial order, by giving seven days' prior written notice to the other party.
- 6.3. This agreement will automatically terminate without the need for a judicial order or notice, upon the execution of the substantive documents in relation to the Purpose (if any) by the parties.
- 6.4. Promptly following receipt of a written request from the Discloser to do so, and upon the termination of this agreement, the Recipient undertakes to destroy by shredding or incineration (or permanent

erasure (in so far as possible) in the case of information stored by electronic means) all documents and other material in its possession, custody or control which bear or incorporate or which reflect or are generated from any part of the Discloser's Confidential Information and to confirm in writing (email will suffice) to the Discloser, if requested, that this has been done.

- 6.5. Clause 6.4 will not apply to Confidential Information which the Recipient must retain under any applicable law, rule or regulation, including the rules of a professional body, established document retention policies or professional standards, provided the Recipient's obligations with respect to the protection and use of Confidential Information will continue to apply as long as the Confidential Information mentioned in this clause 6.4 is retained by the Recipient.
- 6.6. The termination of this agreement, in accordance with its terms, is without prejudice to any of the rights and obligations of the parties under this agreement existing immediately prior to the date of termination of this agreement.

7. Injunctive relief

The parties acknowledge that damages would not be an adequate remedy for any breach of this agreement and the Discloser may be entitled to seek the remedies of injunction, specific performance or other equitable relief (or any combination of such remedies) for any threatened or actual breach of this agreement.

8. No agency, employment relationship or partnership

- 8.1. Nothing in this agreement is intended, or will be deemed, to constitute a party the agent, partner or employee of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.
- 8.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

9. General

- 9.1. This agreement constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes previous agreements, arrangements or understandings (whether written or oral) between the parties relating to such subject matter.
- 9.2. Nothing in this agreement creates an obligation on either party to enter into a further agreement or negotiation with the other party or to refrain from entering into an agreement with a third party.
- 9.3. This agreement will be binding upon the parties and their respective successors and assigns.
- 9.4. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 9.5. Notwithstanding that any provision of this agreement may prove to be illegal or unenforceable, the remaining provisions of this agreement will continue in full force and effect.
- 9.6. This agreement may be executed in electronically and in any number of counterparts each of which when executed will be an original, but all the counterparts will together constitute one and the same instrument.

10. Notices

All notices and other communications required to be given under this agreement will be in electronic form and will be effective upon receipt by the other party. All such notices and communications must be addressed:

in case of service on disclosing party, to:

Email address:
ThaerJuhaish@outlook.com

in the case of service on receiving party, to:

Email address: liz.hrglobal@gmail.com

11. Governing law and jurisdiction

This agreement will be governed by, construed, interpreted, and applied in accordance with the laws of United Arab

Emirates. The courts of the United Arab Emirates will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this agreement.

Signatures

Signed by **Thaer Juhaish**

Date: 26/06/2024

Signed by **Qiang Wang**

Date: 26/06/2024