

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter the “Agreement”) is made and entered into on **21st March 2025** by and between the Affiliated parties, which included but are not limited to, 2KLogic (SMC-Private) Limited, DevTier (SMC-Private) Limited Company (hereinafter the “Company”), and **Abdul Moiz Farooq** [37406-9745038-1], residing at [Near Gulistan colony, Mohalla Chowk Sirai Kala, Gheela khurd, Taxila, District Rawalpindi] (hereinafter the "Employee", “Contractor” or “Consultant”).

1. PURPOSE

The Company and the Employee wish to enter into a relationship in which the Employee will provide certain services for the Company, whether full-time, Part-time or On-Demand basis (without limitation to the number of hours per month). In the course of this relationship, the Company may disclose, or the Employee may otherwise have access to, confidential and proprietary information. The purpose of this Agreement is to protect such information from unauthorized disclosure.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means all non-public information or material that has or could have commercial value or other utility in the business in which the Company is engaged. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing):

- Inventions: “Inventions” means all inventions, improvements, modifications, concepts, and enhancements, whether or not patentable, written down or otherwise reduced to tangible form, made by Consultant during Consultant’s agreement with the Company whether or not during working hours, and those “Inventions” created by Consultant within one year following any termination from Company, which: (i) relate directly to the current, contemplated or planned business of Company (provided that Consultant was exposed to information regarding contemplated or planned business); (ii) result from Consultant’s work; or (iii) result from the use of Company’ Confidential Information, time, materials or facilities. Inventions shall also include inventions, improvements, modifications, concepts, and enhancements that result from Consultant’s misuse or unauthorized disclosure of Company’ Confidential Information at any time during Consultant’s agreement with Company and at any time after suspension or termination of Consultant’s agreement with Company.

- Work Product: “Work Product” includes but is not limited to all documentation, software, creative works, know-how and information created, in whole or in part, by Consultant for Company or using Company’ time, materials or facilities during Consultant’s agreement by Company, whether or not copyrightable or otherwise protectable, excluding Inventions.
- Technical information: Assays and assay results, resource estimates and/or projections. methods, processes, formulae, compositions. systems, techniques, inventions, machines, computer programs, research projects and experimental or developmental work, relating to any project or organization. marketing and business plans, operating requirements, product information, samples, specifications, formulae, trade secrets, technical descriptions and other technical and economic data, records and information, together with notes, analyses, compilations, studies, electronic data or other documents or material.
- Business information: Business and development plans, investor and customer lists, pricing data, sources of supply, financial data, marketing, production, and merchandising systems or plans and operation plans, investor transactions, stock and/or warrant ownership.

As used in this Agreement, the term “Confidential Information” means all Technical and/or Business information described in above, and any other trade secrets and/or confidential and/or proprietary business information of or regarding the Company (including information created or developed, in whole or in part, by Employee), which is not generally known about the Company or about its business. Confidential Information includes not only the information itself, but also all documents containing such information, and any and all such information maintained in electronic or other form. For purposes of this Agreement, Confidential Information shall not include any information which Employee can establish was (i) was publicly known or (ii) becomes publicly known and made generally available after disclosure to Employee by the Company, through means other than Employee’s breach of his/her obligations under this Agreement.

3. OBLIGATIONS OF EMPLOYEE

The Employee agrees to:

- a. Hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
- b. Not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so by the Company in writing.
- c. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company after written approval.
- d. Employee will, upon the request or upon termination of his/her relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The Employee's obligations under this Agreement do not extend to information that is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Employee.
- b. Disclosed to the Employee by a third party without breach of any obligation of confidentiality owed to the Company.

5. The Employee understands and agrees that he/she is being employed for an indefinite term, and is an 'employee at will' whose employment with the Company can be terminated by either the Employee or the Company at any time, for any reason, or for no reason at all, with any additional agreements, requirements or policies agreed by both parties through **“Employment Agreement”**.

6. Employee shall keep the Confidential Information in strict confidence, and shall not disclose any Confidential Information to any person or entity except as expressly permitted by this Agreement. Without limiting Employee's obligations in this Agreement, Employee shall treat the Confidential Information with at least the same degree of care and confidentiality as it treats its own most sensitive confidential information, and in no event using less than a reasonable degree of care.

7. Employees shall not use any Confidential Information for any reason or purpose other than for the Project. Nothing herein shall authorize the use in any manner of any intellectual property of the Company. No right, license, property or proprietary interest or commercial right to use the Confidential Information is granted to Employee.

8. This Agreement shall not be construed as a waiver of any trademark, patent, copyright or other proprietary rights Company has or may have in the Confidential Information or the Project (and its individual elements), including but not limited to the right to prevent any infringing use of all or any portion of the Project.

9. Employee understands that neither Company nor its affiliates, nor their respective agents or representatives, makes any representation or warranty of any kind with respect to the Confidential Information, including without limitation, with respect to accuracy, completeness, fitness, merchantability, title or noninfringement.

10. This Agreement shall be effective when executed by both Company and Employee and that the terms of this Agreement shall remain in full force and effect both during the continuation of this Agreement and after its termination for any reason whatsoever and at no time shall the Employee make any public disclosure which shall include but not be limited to email, print media, social media or any other announcement without the prior written consent of the Company.

11. This agreement supersedes any and all prior agreements between the parties pertaining to treatment of confidential and proprietary information. Further employment or consultancy responsibilities (including but not limited to: Position and Duties, Compensation, Work Schedule, Duration of Employment, Probationary Period, Benefits, Confidentiality, Non-Compete and Non-Solicitation, Termination Conditions, Dispute Resolution, Intellectual Property, Compliance with Company Policies, Governing Law) will be provided through **“Employment Agreement”** (where applicable).

12. The Employee agrees that under no circumstances the Employee shall either Party disclose verbally, publicly on any website, social media site, or other electronic / print disclosure that a relationship exists, services have been undertake, completed, commented, referenced, or discussion between the parties have taken place or are ongoing unless the Employee has received prior written approval from the Company.

13. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information shall remain the exclusive property of the Company. The Employee acknowledges that no license, interest, or rights in any Confidential Information is granted to the Employee, either expressly or by implication, except to the extent necessary to carry out the Employee's duties as an employee of the Company.

14. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure or use of Confidential Information in violation of this Agreement may cause irreparable harm to the Company for which monetary damages may be difficult to ascertain or an inadequate remedy. The Employee therefore agrees that the Company shall have the right, in addition to any other rights and remedies available at law or in equity, to seek injunctive relief to enforce the terms of this Agreement.

15. This Agreement is made under and shall be construed according to the laws of Pakistan.

16. Upon the termination of my employment from the Company:

a. Employee shall return to Company all documents and property of Company, even if not marked "confidential" or "proprietary," including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer and/or investor lists, computer programs, and all other materials and all copies thereof relating in any way to Company's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b. The Company may notify any future or prospective employer or third party of the existence of this Agreement. The Company shall be entitled to injunctive relief for any or threatened breach of this Agreement, in addition to all other available remedies, including the recovery of monetary damages.

c. This Agreement shall be binding upon me and my personal representatives and successors-in-interest, and shall inure to the benefit of Company, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.

By: _____Haroon Niaz_____

Company Name:

2KLogic (SMC-Private) Limited

DevTier (SMC-Private)

Employee Name: _____

Employee Signature: _____