

BMN GROUP

COWORKING, Business Center, Sharjah Publishing City Free Zone,
Sharjah, United Arab Emirates



BILATERAL COLLABORATION AGREEMENT/ NON DISCLOSURE PARTNERSHIP AGREEMENT

This NON-DISCLOSURE AND PARTNERSHIP AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date – 7th July'2025 by and between:

PARTIES

1. **BMN, a legally registered company under the laws of UAE**, having its principal office at Business Center Sharjah, Publishing city free Zone (UAE) (hereinafter referred to as "Company");

2. **Health Staff Solutions (HSS)** a healthcare recruitment coordination entity operating under Health Staff Solutions, with business interest in the international placement of healthcare professionals, represented by Marife Enrique, Chief Operating Officer, with principal office at 175 S. 3rd St., Columbus, Ohio 43215, USA (hereinafter referred to as "partner")

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. CONFIDENTIALITY OBLIGATIONS (NDA)

1.1 Definition of Confidential Information

Confidential Information includes, but is not limited to:

- Candidate resumes, profiles, and personal details;
- Client names, job descriptions, hiring needs, and recruitment processes;
- Business strategies, financial data, and operational methodologies;
- Communication records, agreements, and any proprietary data;

- Any information marked as "Confidential" or reasonably understood to be confidential.

1.2 Obligations of Confidentiality

- ❖ The Partner shall not disclose, share, or use Confidential Information for any purpose other than performing its obligations under this Agreement.
- ❖ The Partner shall ensure that its employees, subcontractors, and third parties adhere to the confidentiality terms.
- ❖ The Partner shall not contact the Company's clients directly without prior written consent.
- ❖ The Partner shall take all necessary precautions to prevent unauthorized disclosure of Confidential Information.
- ❖ The Partner shall return or destroy all confidential data upon termination of this Agreement.
- ❖ Any breach of confidentiality by the Partner shall result in immediate termination of this agreement and may lead to legal action by the company.
- ❖ If the Partner discloses, misuses, or distributes any confidential information without prior approval, the Company reserves the right to impose a penalty of SAR (50,000) Fifty Thousand Saudi Riyals per breach and seek full legal remedies, including compensation for damages and the Partner shall indemnify and hold **BMN** harmless against any claims, losses, or liabilities resulting from the unauthorized disclosure or misuse of confidential information.

1.3 Duration

Confidentiality obligations remain in effect during the term of this Agreement and for three (3) years after termination.

2. PARTNERSHIP TERMS

2.1 Scope of Partnership

- ❖ The Partner shall support the Company by sourcing candidates based on agreed job descriptions and specifications.
- ❖ The Partner's name shall be listed as an official sourcing partner in the Company's profile, website, and marketing materials.
- ❖ The Partner shall not engage with clients directly without prior written approval from the Company.
- ❖ The Partner acknowledges and agrees that the Company shall have the right to use the Partner's name and logo in its marketing materials, website, and company profile to represent the partnership, provided that such use does not misrepresent the relationship or imply an endorsement beyond the agreed scope

3. LIABILITY AND INDEMNIFICATION

3.1 Liability

- The Partner shall be liable for any breach of confidentiality, misrepresentation, or misconduct that results in harm to the Company's business.
- The Partner shall comply with all client contract terms that BMN has agreed to, ensuring no conflicts arise.

3.2 Indemnification

- ❖ The Partner agrees to indemnify and hold the Company harmless against any claims, losses, damages, or liabilities arising from its actions or omissions.

- ❖ The Partner shall comply with data security and protection laws applicable in Saudi Arabia and other GCC Countries.
- ❖ The Company shall not be liable for any indirect, incidental, or consequential damages arising out of this Agreement

4. Compensation and Fees Sharing

- The total service fee charged to each employer shall be agreed upon in writing by company and the partner prior to engagement.
- The net service fee (after direct candidate costs) shall be shared equally in three parts (33.33% each) between company, partner and Philippines recruitment agency.
- The Philippine Recruitment Agency, which shall be selected, managed, and Coordinated solely by partner, However the company will have full authority if taking feedbacks of the respective candidates who will be selected by the client
- The Company shall have no direct financial dealings, communications, or agreements with the Philippine Recruitment Agency, unless expressly authorized in writing by Partner.
- The Partner shall coordinate the payment release to the PH agency and ensure accountability
- The fees share remittance will totally depend on the client depending upon the agreement signed between the company and the client. Usually it can be between 30 days to 60 days in accordance with local labor and migration laws.

4.TERMINATION

4.1 Duration

This Agreement shall commence on the Effective Date and remain in effect for one (1) year, automatically renewing unless terminated with 60 days' written notice.

4.2 Termination for Cause

The Company may terminate this Agreement immediately if the Partner:

- Breaches confidentiality obligations;
- Engages in unethical recruitment practices;
- Violates any of the agreed terms and conditions;
- Engages in any fraudulent or deceptive activities;
- Fails to meet agreed performance or service quality standards.

5.SIGNATURES

**For Health Staff Solutions
Philippines (HSS)**

Name: Marife Enrique

Title: Chief Operating Officer

Signature:

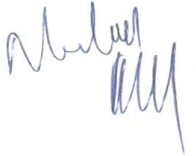
Date

For BMN GROUP

Name: Nadeem Ashraf

Title: Chief Operating Officer

Signature:



Date: 07/07/2025