

Non-Disclosure Agreement

This Non-Disclosure Agreement (“**Agreement**”) is made and entered into as of the 5th day of September, 2025 (the “**Effective Date**”), by and between:

- **Ahmed Bokhari, located at Abu Ubaidah Amir Ibn Al-Jarrah Street, Second Village District, Dammam 34273, Saudi Arabia, Email: Bokhari.ahmedabdullah@gmail.com (the “Disclosing Party”); and**
- **Cloudilic, Unit No. RPB8-9, 9th Floor, Suite B — Reyhana Plaza Project, First Sector, Zahraa El Maadi, Cairo 11728, Egypt, Email: ahmed.albassyouni@cloudilic.com (the “Receiving Party”)**

Purpose: The Disclosing Party wishes to engage the Receiving Party to provide **UI/UX design services** for the Disclosing Party’s project (the “The Project”). In connection with this engagement, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party. The parties agree as follows:

1. Definitions. For purposes of this Agreement:

“**Confidential Information**” means **all non-public information** provided by the Disclosing Party to the Receiving Party, whether in oral, written, electronic, or other form, that **should reasonably be understood to be confidential** given the nature of the information or the circumstances of disclosure. This includes, without limitation, information related to the Project such as **business ideas, concepts, plans, prototypes, designs, UI/UX mockups, product specifications, trade secrets, business strategies, marketing plans, financial information, client lists, and any other technical or business information** disclosed by the Disclosing Party. *Confidential Information* also includes any notes, documents, files, or analyses prepared by the Receiving Party that contain or are based on the Disclosing Party’s confidential information. (**Confidential Information** does **not** include information that is excluded under Section 3 below.)

“**Representatives**” means, with respect to the Receiving Party, the Receiving Party’s employees, contractors, affiliates, agents, or other associates who **need to know** the Confidential Information for the Purpose of this Agreement. Any Representative given access to Confidential Information must be bound by confidentiality obligations **no less strict** than those in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

“**Purpose**” means the evaluation, discussion, and performance of **UI/UX design services for the Project**. The Receiving Party agrees to use the Confidential Information **only** for this Purpose.

2. Confidentiality Obligations. The Receiving Party agrees that it will: (a) **use the Confidential Information only for the Purpose** (and for no other purpose); (b) **not disclose** the Confidential Information to any person or entity **except** to its own Representatives who have a legitimate need to know such information for the Purpose *and* who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement; (c) **protect** the Confidential Information using at least a reasonable degree of care, **no less** than the care with which the Receiving Party protects its own confidential and proprietary information of a similar nature; and (d) be **liable for any breach** of this Agreement by any of its Representatives. The Receiving Party shall not reverse-engineer, decompile, or disassemble any prototypes, software, or other tangible objects provided by the Disclosing Party, except as necessary to perform the work as authorized by the Disclosing Party.

3. Exclusions. The confidentiality obligations in Section 2 do **not** apply to information that the Receiving Party can **prove** (with written evidence): **(i)** is or becomes publicly available **through no wrongful act** of the Receiving Party (and without breach of this Agreement); **(ii)** was already in the Receiving Party's possession **without obligation of confidentiality** before receiving it from the Disclosing Party; **(iii)** is independently developed by the Receiving Party **without using** the Disclosing Party's Confidential Information; **(iv)** is lawfully obtained from a third party who has the right to disclose it to the Receiving Party **without any confidentiality breach**; or **(v)** is released with the **prior written consent** of the Disclosing Party. If the Receiving Party is required by law or court order to disclose Confidential Information, it may do so **provided** it gives prompt written notice to the Disclosing Party (if legally permissible) so the Disclosing Party has an opportunity to seek an appropriate protective order or other remedy. **Burden of Proof:** The Receiving Party **bears the burden** of proving that any of the above exclusions applies to specific information.

4. Intellectual Property and Ownership. All work product, deliverables, inventions, designs, documentation, or other materials **created or developed by the Receiving Party** for the Disclosing Party in connection with the Project (collectively, "**Work Product**") shall be the **sole and exclusive property** of the Disclosing Party. The Receiving Party acknowledges and agrees that any such Work Product is created **for the benefit of** the Disclosing Party and shall be considered "work made for hire" to the extent allowed by law. To the extent any Work Product is not automatically deemed a work made for hire, the Receiving Party **hereby irrevocably assigns** and transfers to the Disclosing Party **all rights, title, and interest** in and to such Work Product, including all associated intellectual property rights (such as copyrights, patents, trade secrets, and trademarks). Such assignment is effective upon the creation of each Work Product and, if the Work Product is subject to any payment, effective **upon full payment** for that Work Product. The Receiving Party agrees to **execute any documents** and do any acts reasonably necessary to confirm or perfect the Disclosing Party's ownership of the Work Product, at the Disclosing Party's request and expense.

Unless otherwise agreed in writing by the Disclosing Party, the Receiving Party **has no right to use, disclose, or display** the Work Product or any Confidential Information **for its own benefit or for any third party's benefit**. This restriction includes, but is not limited to, **prohibiting the Receiving Party from showcasing or referencing the Work Product (or the Project) in the Receiving Party's portfolio, marketing materials, or case studies**, without the Disclosing Party's prior written consent. (The intent is to keep all aspects of the Project confidential until and unless the Disclosing Party permits disclosure.)

5. Term and Termination. This Agreement becomes effective on the Effective Date and will remain in effect for a period of **five (5) years** from that date, *unless* earlier terminated in writing by the Disclosing Party. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party. **However**, termination or expiration of this Agreement **does not release** the Receiving Party from its confidentiality and non-use obligations with respect to Confidential Information disclosed **before** termination. All such obligations shall continue for the duration of this Agreement's term (i.e. the full five-year period from the Effective Date) notwithstanding any early termination. **Trade Secrets:** Notwithstanding the above time limit, any Confidential Information that qualifies as a trade secret (as defined under applicable law) shall remain protected under this Agreement for as long as it continues to be a trade secret. Section 4 (Ownership of Work Product) shall survive **indefinitely**, since transfer of intellectual property is permanent.

6. Governing Law and Jurisdiction. This Agreement shall be **governed by the laws of the Kingdom of Saudi Arabia**, without regard to its conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement (including any breach or alleged breach) shall be subject to the **exclusive jurisdiction of the competent courts of Saudi Arabia**, and in particular the courts located in Riyadh, Saudi Arabia (unless the parties mutually agree to an alternative forum). The Receiving Party **consents to such jurisdiction**, understanding that this clause ensures the Disclosing Party does not have to pursue legal remedies in a foreign jurisdiction. The parties agree that this Agreement shall be **construed in the English language**. If this Agreement is translated into another language, the **English version will prevail** in case of any conflict in interpretation.

7. Miscellaneous Provisions.

- **Entire Agreement.** This Agreement constitutes the **entire understanding** between the parties with respect to the subject matter (confidential information related to the Project) and **supersedes any prior discussions or agreements** (oral or written) between the parties regarding the same subject matter. (For clarity, this Agreement does *not* supersede or replace any separate service contracts or agreements for hiring the Receiving Party; it only governs confidentiality and related IP ownership for the Project.)
- **No Grant of Rights:** Except for the limited Purpose stated, **no license or right** to use any Confidential Information or any intellectual property of the Disclosing Party is granted to the Receiving Party by this Agreement. The Disclosing Party retains all right, title, and interest in its Confidential Information, and the Receiving Party shall not exploit the Confidential Information commercially or in any other manner except to further the Purpose.
- **No Waiver. Failure to enforce** any provision of this Agreement by either party **shall not constitute a waiver** of that provision or any other provision. Any waiver of a breach of this Agreement must be made in writing, and shall not be construed as a waiver of any future breach.
- **Severability.** If any provision of this Agreement is held to be **invalid or unenforceable** by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision will be deemed modified to the narrowest extent necessary to make it valid and enforceable, and if it cannot be made enforceable, it shall be severed from this Agreement.
- **Amendments.** This Agreement may be modified or amended **only by a written instrument** signed by both parties. (Email exchanges are not sufficient to amend the Agreement unless there is a clear written acknowledgment by both parties.)
- **Assignment.** The Receiving Party **may not assign or transfer** any rights or obligations under this Agreement to any third party without the prior written consent of the Disclosing Party. Any attempted assignment in violation of this clause is null and void. The Disclosing Party shall be permitted to assign its rights and obligations under this Agreement to a successor entity, affiliate, or acquirer of its business or assets, provided that such successor agrees to be bound by this Agreement.

- **Counterparts & Electronic Signatures.** This Agreement may be **executed in counterparts**, which means each party can sign on a separate copy of the Agreement, and all copies together will constitute one binding agreement. Signatures exchanged by electronic transmission (e.g. scanned PDFs via email) or via an electronic signing platform shall be deemed as effective as original signatures. The parties agree that electronic records of this Agreement are admissible in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date written above.

Disclosing Party:



Date: 9/5/2025

Name/Title: Ahmed Bokhari, Project Owner

Receiving Party:

Date:

Name/Title: Ahmed Albassyouni, CEO of Cloudilic