

Non-Disclosure Agreement

Agreement Number:

This Non-Disclosure Agreement (hereinafter referred to the “**Agreement**”), effective as of [28/08/2024] (hereinafter referred to the “**Effective Date**”), is made by and between [Autel Robotics Co., Ltd.], a company incorporated and existing under the laws of [People’s Republic of China] with the registered office in [601,701,801,901, Block B1, Nanshan iPark, No. 1001 Xueyuan Avenue, Nanshan District, Shenzhen, Guangdong, 518055, China.] (hereinafter referred to as “**Autel**”) and [GCS Limited], a company incorporated and existing under the laws of [Kenya] with an address of [Parksuites Second Floor, Parklands Road Nairobi, Kenya]. (hereinafter referred to the “**Company**”). They are respectively referred to the “**Party**” and collectively the “**Parties**”.

WHEREAS, Autel and Company, for their mutual benefit and pursuant to a working relationship which has been or may be established (hereinafter referred to “**Project**”), anticipate that each of the Parties may disclose or deliver to the other party documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of by the Party , in any jurisdiction, and any amendments or supplements thereto; and

WHEREAS, the Parties desire to assure that the confidentiality of any Proprietary Information is maintained;

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

1. CONFIDENTIAL INFORMATION

1.1 Definition

1.1.1 “**Disclosing Party**” means a Party disclosing the Confidentiality Information to the other Party under this Agreement. “**Receiving Party**” means a Party receiving the Confidentiality Information from the other Party under this Agreement.

1.1.2 For purposes of this Agreement, “**Confidential Information**” shall mean any information that has been identified as confidential or proprietary or reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure, or the nature of the information itself - including without limitation forecasts, studies, support documents, strategies, methodologies, budgets, market and/or product analyses, projects, ideas, technical processes, drawings and know-how, formulas, designs, and technical and/or technical-functional specifications. Confidential Information may be disclosed in writing or other tangible form (including on magnetic media) or by electronic, oral, visual or other means and may include Confidential Information of the Disclosing party, an Affiliate of the Disclosing party or a third party.

1.1.3 For purposes of this Agreement, an “**Affiliate**” shall mean an entity controlled by, controlling or under common control of Autel or Company, as applicable, but only so long as such control exists. The cessation of such control shall not release an Affiliate of its obligation to comply with the terms and conditions of this Agreement for the period of time stated herein, nor release the other Party from its obligation to treat the Confidential Information of such Affiliate in accordance with this Agreement.

1.1.4 Confidential Information shall not include any information (to the extent the Receiving Party can document that information disclosed): (i) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public other than by breach of this Agreement by the Receiving Party or its Representatives; (ii) was acquired by the Receiving Party before receiving such information from the Disclosing Party without any restriction known to the Receiving Party as to use or disclosure; (iii) is hereafter furnished to the Receiving Party without restriction known to the Receiving Party as to use or disclosure by a third party authorized to make such disclosure; or (iv) is information that was independently developed by the Receiving Party without reference to the Confidential Information disclosed by the other party.

1.2 Non-use and Non-disclosure. Commencing as of the Effective Date, it will (i) hold the Confidential Information disclosed by the other party in confidence, (ii) not disclose such Confidential Information to anyone other than the Representatives (as defined below) of the Receiving Party, (iii) not use such Confidential Information for any purpose except for the purpose hereof, and (iv) not reverse engineer any Confidential Information. Each party shall protect and prevent the unauthorized use, dissemination, or publication of the Confidential Information disclosed by the other party by using the same degree of care it would use in protecting its own confidential information (which in no event shall be less than a reasonable degree of care).

Notwithstanding anything to the contrary in the preceding two sentences, each party may disclose Confidential Information disclosed by the other party to it and its Affiliates' employees, directors, officers, attorneys, accountants, financial advisors, agents and contractors who have bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement or other professional and ethical obligations (collectively, "**Representatives**"), but only to the extent necessary to carry out the Project. Each Party will remain liable, for any breach of this Agreement by its Affiliates or Representatives.

1.3 Maintenance. Receiving Party agrees to protect and treat as confidential the Confidential Information, with at least of the same standard of care that the Receiving Party uses in protecting its own Confidential Information but in no event less than commercially reasonable care.

1.4 Additional Precautions. Without prior approvals of the Disclosing Party, the Receiving Party shall not, except in pursuit of the limited purpose of the Project: (a) copy or otherwise duplicate any Confidential Information of the Disclosing Party, in whole or in part, including derivations or (b) disclose any knowledge, product, process or procedure derived or developed from the Confidential Information by the Receiving Party to any third party not directly involved in the Project. Any copy of Confidential Information authorized by the Disclosing Party to be made by Receiving Party shall conspicuously display a marking or statement indicating the Disclosing Party's proprietary interest therein.

1.5 Notice on Breach. Receiving Party shall inform the Disclosing Party immediately on in the case that any unauthorized third party has become aware of any Confidential Information or that any terms or conditions of this Agreement has been breached in any way by the Receiving Party or the Permitted Personnel.

1.6 Compelled Disclosure. Notwithstanding the foregoing, in the event the Receiving Party is required by law, regulation or requested through a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body having proper jurisdiction, to disclose any of the Confidential Information disclosed by the other party, the disclosure shall not be deemed as breach of the Agreement. The Receiving Party shall promptly notify the Disclosing Party in writing of the existence, terms and circumstances surrounding such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if is required by a court of competent jurisdiction or by a governmental body having proper jurisdiction to disclose Confidential Information of the other party, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. Both Parties acknowledged that the act of such disclosure will not operate to render Confidential Information

non-confidential, unless the making of such required disclosure of the Confidential Information renders the Confidential Information part of the public record.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall become effective as of the Effective Date and shall, unless terminated pursuant to this Section 2, continue for a period of [five (5)] years.

2.2 Termination. This Agreement may be terminated as follows:

- (a) by mutual written consent of the Parties;
- (b) by a written notice by the Disclosing Party, in its discretion, upon (i) occurrence of any Event of Default or (ii) occurrence of the Change of Control.

3. RETURN

The Receiving Party will promptly return to the Disclosing Party, or, if so directed by the Disclosing Party in writing, destroy all tangible items containing or consisting of the Disclosing Party's Confidential Information and all copies thereof upon the Disclosing Party's request. In the event that the Receiving Party shall destroy all Confidential Information upon request of the Disclosing Party, it shall certify such destruction by a duly authorized officer.

4. NO LICENSE, NO FURTHER COMMITMENT

Each Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Confidential Information disclosed by the Disclosing Party except as specified herein. Additionally, this Agreement imposes no obligation on either party to purchase, sell, license, transfer or dispose of any technology, services or products, or to engage in any other business transaction. Nothing in this Agreement shall be deemed to grant to either party a license under the other party's copyrights, patents, trade secrets, trademarks or other intellectual property rights.

Nothing in this Agreement, any discussions undertaken, nor any disclosures made pursuant to this Agreement shall be deemed a commitment to disclose any information to the other party or to engage in any business relationship, contract or future dealing with the other party. In addition, nothing in this Agreement shall be deemed to limit either party's right to conduct similar discussions or perform similar activities to those undertaken in accordance with this Agreement, unless such discussions or activities are in violation of the terms hereof.

5. EXPORT REGULATIONS

The Receiving Party agrees to comply with all applicable export and import control laws and regulations with respect to Confidential Information acquired from the Disclosing Party or any product or process based thereon, and will not knowingly export or re-export such Confidential Information, product or process, directly or indirectly, to any country, entity or individual without first obtaining all necessary licenses and approvals.

6. REMEDIES

Each party acknowledges that (a) all Confidential Information disclosed by the other party is owned solely by the Disclosing Party (or its contractors or licensors), (b) such Confidential Information is valuable to the Disclosing Party, and (c) the unauthorized disclosure or use of such Confidential Information might cause irreparable harm and significant injury to the Disclosing Party, for which monetary damages alone might not be an adequate remedy. Accordingly, each party agrees that in the event of breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to, and not in lieu of any other remedies available to the Disclosing Party, including but not limited to monetary damages.

7. GOVERNING LAW

7.1 This Agreement shall be construed in accordance with and governed by the laws of People's Republic of China, without giving effect to the principles of conflict of laws.

7.2 Any dispute with regard to this Agreement or its validity, if unable to be solved through friendly negotiation, shall be firstly arbitrated with Shenzhen Court of International Arbitration (SCIA) in accordance with its arbitration rules and procedure in effect at the time of applying for arbitration.

8. NOTICE

Each notice or other communication to be given hereunder (hereinafter referred to “**Notice**”) shall be in writing and be given by delivery or electronic mail and marked for the attention of the person or office holder (if any).

No Notice will be effective until received. A Notice is, however, deemed to be received: (a) in the case of delivery, when received; (b) in the case of an electronic mail, following receipt of a report from the machine on which the electronic mail was sent;

9. DISCLAIMER

EACH PARTY UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN “AS-IS” AND “WITH ALL FAULTS” BASIS. THE DISCLOSING PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN, OR ANY DECISIONS MADE BY THE RECEIVING PARTY IN RELIANCE ON, AND CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

10. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreement, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement, including without limitation, any and all non-disclosure agreements previously entered into between the Parties to this Agreement or any of their respective Affiliates with regards to the Project.

No waiver, modification or amendment of any provisions of this Agreement shall be valid without mutual prior consent in writing. No such waiver, modification or amendment shall be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, and such waiver shall be strictly limited and restricted to the extent and occasion specified in such signed writing. No changes to the original content of this Agreement are valid unless such changes are approved and signed by both Parties.

11. MISCELLANEOUS

11.1 No Assignment. Neither of the parties shall assign any of its rights or obligations hereunder, except to an Affiliate without the prior written consent of the other party.

11.2 Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

11.3 No Conflicting Contracts. Each Party represents that they are not commercial parties to any contracts with any other entity or individual that would interfere with or prevent their respective compliance with the terms and provisions of this Agreement.

11.4 Authority. Both Parties represent that the respective individuals executing this Agreement are fully authorized and empowered to do so for and on behalf of their respective principals.

11.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as an original, and all of which together shall constitute one and the same instrument. Any signed copy of this Agreement copied or reproduced and transmitted via photocopy, facsimile or other process that accurately transmits the original document shall be considered as an original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by the signatures of authorized representatives.

Autel Robotics Co., Ltd.

Signature :

Date:

Company: GCS Limited

Signature:

Date: 28/08/2024