

## **Guarantee Letter Regarding Confidentiality and Integrity**

In order to protect the information security with respect to the to-be-established business relationship between Thoth Pte. Ltd., and the individual ("the Potential Cooperator"), while fighting against unfair competition, the Potential Cooperator hereby agrees to issue this Guarantee Letter Regarding Confidentiality and Integrity ("Guarantee Letter").

Providing Thoth Pte. Ltd., and Potential Cooperator reach a separate agreement and sign relevant documents on the information security with respect to the to-be-established business relationship and fighting against unfair competition, such documents shall prevail. The Potential Cooperator hereby agrees as followings:

### **Section I Confidentiality**

Prior to officially concluding the relevant agreements with respect to the business transaction that is going to become into between Thoth Pte. Ltd., and the Potential Cooperator, **ALI H ISMAIL**, (only for purpose of this Section, hereafter referred to as the "Disclosing Party") will disclose to Potential Cooperator (only for purpose of this Section, hereafter referred to as the "Receiving Party") certain Confidential Information (as defined below); Therefore, Receiving Party hereby agree as follows:

1. For purposes of this Guarantee Letter, "**Confidential Information**" shall mean product information, sales information, customer name list, employee-related information, data of any kind, knowledge, experience or technologies, software and related papers, computer print-outs, other data media, electronic data processing records, documents (in particular drawings, descriptions, specifications, reports, cards, microfilms), samples, models, or type-specific devices such as tools or measurement devices, and related or similar information, in each case whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled, subject, however, to the following conditions: (i) any Confidential Information that becomes publicly known through no fault of Receiving Party shall cease to be Confidential Information for purposes of this Guarantee Letter; and (ii) any information that (a) can be proved to have been known by Receiving Potential Cooperator written records made prior to disclosure by Disclosing Party, (b) is or becomes public knowledge other than through Receiving Party's breach of this Guarantee Letter or (c) was obtained by Receiving Party from a person having no obligation of confidentiality with respect to such information shall not be Confidential Information for purposes of this Guarantee Letter.
2. Receiving Party shall ensure that Confidential Information is not disclosed, published, transferred, displayed, provided, used, retained or otherwise made available for any purposes other than for purposes of providing the Services to Disclosing Party. Receiving Party shall hold the Confidential Information in confidence and take all reasonable precautions to prevent its disclosure other than as specifically permitted by Disclosing Party or until the Confidential Information become publicly available. To the extend the Disclosing Party discloses to the Receiving Party in connection with the Services any Confidential Information related to individual persons ("Personal Data"), the

Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by the Disclosing Party.

Upon completion of the Services or if requested by Disclosing Party, Receiving Party shall promptly return to an authorized representative of Disclosing Party or destroy (as may be directed by Disclosing Party) the Confidential Information (and any modifications, reproductions or derivatives thereof, including any documents, images, prints or other media containing or incorporation any Confidential Information or any modification, reproduction or derivative thereof).

3. The Confidential Information (and any modifications, reproductions or derivatives thereof, including any documents, images, prints or other media containing or incorporation any Confidential Information or any modification, reproduction or derivative thereof) will remain the property of Disclosing Party Thoth Pte. Ltd., and shall not, without the prior written consent of Disclosing Party, which consent may be revoked at any time, be copied or reproduced at any time. This prohibition does not apply to copies or reproductions which are created, either on the same or on another media (such as e-mail server or fax memory), as the result of the technical necessities relating to the process of transferring data remotely (such as via e-mail or fax). Title to any embodied copies or reproductions of Confidential Information transfers to Disclosing Party Thoth Pte. Ltd., at the time such copies or reproductions are made.
4. Disclosing Party reserves all rights, including copyrights, with respect to Confidential Information and the products described in the Confidential Information and the information set forth therein.
5. Receiving Party will make the Confidential Information, as well as any copies or reproductions thereof, available only to Involved Person that, as a matter of necessity, need to know such Confidential Information. Before any Confidential Information is provided to an Involved Person, the Receiving Party must cause such Involved Person to enter into a confidentiality agreement substantially on the same terms and conditions as contained in this Guarantee Letter unless the Involved Persons are the confidentiality obligations contained in this Guarantee Letter.
6. In case the Service eventually fails to be conducted or is terminated, Receiving Party shall, at the request of Disclosing Party, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information.
7. The obligations hereunder shall remain effective no matter whether Thoth Pte. Ltd., and the Potential Cooperator have concluded the official transaction contract.

## **Section II. Integrity**

### **1. Compliance with Applicable Laws**

1.1 Potential Cooperators represent, warrant and covenant that:

- (a) They are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have to their best knowledge not taken and will not take or fail to take any action, which act or omission would subject Thoth or its affiliated companies to liability under Applicable Laws;
- (b) In case they are or will become a Government Entity or a Government Official whose official duties include decisions to direct business to itself, Purchaser, or Thoth Pte. Ltd., or to supervise, or otherwise control or direct the actions of Government Officials who are in a position to direct business to itself, Purchaser, or Thoth Pte. Ltd., they have to make sure that conflicts of interest will be excluded.

1.2 In no event will Thoth Pte. Ltd., be obligated to Potential Cooperator under or in connection with this Guarantee Letter to act or refrain from acting if Thoth Pte. Ltd., believes that such act or omission would cause it or Thoth Pte. Ltd., to be in violation of the Applicable Laws. In no event will either Potential Cooperator liable to the other Party for any act or omission which it believes is necessary to comply with the Applicable Laws.

1.3 For purposes of this Article 1 in this Section II, the following terms shall have the respective meanings set forth below:

- (a) "Applicable Laws" means any laws and regulations (including Chinese laws and regulations) on anticorruption to which each Party, its Affiliated Person, or its shareholder(s) is subject (including, without limitation, the Foreign Corrupt Practices Act of the United States), and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by each Party or any of its Affiliated Persons in connection with this Guarantee Letter or any other business matters involving each Party, in each case as the same may be amended from time to time;

### **2. Covenants of Potential Cooperator**

2.1 Potential Cooperators undertake and covenant that they will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:

- (a) To offer, promise or provide the employees of Thoth Pte. Ltd., and/or his/her relatives, in the name of "reward", "commission" or otherwise, any money or anything of value, including, negotiable securities, shares, gifts, purchasing cards, sports cards, etc.;
- (b) To invite the employees of Thoth Pte. Ltd., and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;
- (c) To arrange tourism or vacations for the employees of Thoth Pte. Ltd., and/or his/her relatives;
- (d) To provide other tangible or intangible benefits to the employees of Thoth Pte. Ltd., and/or his/her relatives.

2.2 However, when the provisions of promotional material and other items is with a value of less than RMB 400 or 60 Dollars by Potential Cooperator and its employees to the employees of Thoth Pte. Ltd., and if made voluntarily and there is no reasonable likelihood of influencing the employees' judgment or actions in performing their duties, will not be regarded as a violation of this Guarantee Letter.

### **3. Liabilities and Consequences**

3.1 In the event Potential Cooperators engage in such activities in breach of this Guarantee Letter, Thoth Pte. Ltd., shall be entitled to terminate any negotiation ongoing with Potential Cooperators without any condition and any liability. Thoth Pte. Ltd., may not come into any cooperation or transaction with Potential Cooperators any more.

3.2 If Potential Cooperators breach any of its covenant under this Section II, Potential Cooperators shall indemnify and hold Thoth Pte. Ltd., harmless from and in respect of any and all damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to such breach by Potential Cooperators.

### **Section III. Effectiveness**

As long as the Potential Cooperator has business contact with Thoth Pte. Ltd., regardless of the existence of a relevant legally binding document, such Potential Cooperator shall fully comply with this Guarantee Letter.

I hereby confirm that I am fully acknowledged and willing to comply or coordinate Thoth Pte. Ltd., to comply with all the aforesaid in this Guarantee Letter.

Signed by

alihismail.IQ.TH@gmail.com

Date

28.02.2022