

**NON-DISCLOSURE AND  
NON-CIRCUMVENTION AGREEMENT**

This Non-Disclosure and Non-Circumvention Agreement (the “**Agreement**”) is entered into this day, Wednesday, October 5, 2022 by and among:

- (1) **Swiss Aviation Group AG** (hereinafter referred to as “**SAG**”), a corporation organised and existing under the laws of Switzerland, with its principal place of business at Seestrasse 1, 6330 Cham, Switzerland, duly represented by its Chief Executive Officer, Mr. Malte Dollinger.
- (2) **Mr. Salum Gideon Masuruli** (hereinafter referred to as “**SGM**”), an individual with its registered address at P.O. Box 6215, Kirumba, Mwanza, Tanzania, duly represented by himself.

**RECITALS**

**WHEREAS**, the parties are currently engaged in discussions with respect to the ACMI Wet Leasing of Boeing B737CL Freighter Aircraft and planning to enter into a business relationship in which SGM and SAG may introduce each other to their airline and business partners, clients, brokers, bankers, investors, and other persons and entities known to SGM and SAG, which shall be known collectively as “**Clients**”, and each individually, a “**Client**”); and

**WHEREAS**, in connection with a possible business transaction of SGM and SAG with any of each other’s Clients, the parties to this Agreement may request certain written and oral information concerning the other. Each party (a “**Discloser**”) is willing to furnish the other (a “**Recipient**”) with Confidential Information (defined below) only if SAG and **SGM** agree to be subject to all of the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties as follows:

1. **Confidential Information**. For purposes of this Agreement, the term “**Confidential Information**” shall mean any and all information provided to Recipient by or on behalf of Discloser whether in writing, orally, visually, electronically or in machine readable form, through demonstration or in any other manner, and shall include, without limitation, any information regarding or relating to business operations, business opportunities, term sheets, letters of intent, business proposals, trade secrets, product plans, designs, ideas, concepts, costs, prices, finances, personnel, marketing and promotion plans of products or services, financial statements, financial information and business practices or policies, lists of customers and potential customers, and customer and potential customer information, research, development or know-how and any other technical or business informa-

tion of Discloser or the terms or existence of this Agreement or any discussions between the parties regarding a transaction, transmitted by or on behalf of Discloser to Recipient, whether prior to or after the execution and delivery of this Agreement and whether or not marked “confidential”. All Confidential Information transmitted by the Discloser shall remain the sole property of the Discloser.

2. **Use of Confidential Information.** The Confidential Information will be used by Recipient solely for the purpose of evaluating a possible transaction between the Discloser and the Recipient or between Clients of SGM or SAG (a “**Contemplated Transaction**”) and not for any other purpose whatsoever, and such information will be kept confidential by Recipient in accordance with the terms and conditions of this Agreement and will not be disclosed to any person, except that Recipient may disclose the Confidential Information or portions thereof to those of its employees, officers and attorneys (the persons to whom such disclosure is permissible being collectively called “**Representatives**”) who (a) need to know such information for the purpose of the Contemplated Transaction and (b) have agreed to be bound by the terms of this Agreement or are already bound by terms of an employment agreement with Recipient. Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. Except as specifically permitted by this Agreement or with Discloser’s prior written consent, neither Recipient nor any of its Representatives shall, directly or indirectly, (x) market, use (other than for the purpose of evaluating the Contemplated Transaction) or otherwise profit from any Confidential Information, (y) reproduce or otherwise copy any Confidential Information, or (z) disclose, sell, license, offer to sell or license or otherwise transfer or make available any Confidential Information to any person, including, without limitation any Client of the Recipient. The term “person” as used in this Agreement will be interpreted broadly to include, without limitation, any individual, agency, corporation, individual, partnership, limited liability company, joint venture or other entity.

3. **Exceptions.**

- (a) Notwithstanding any other provision of this Agreement, Recipient shall not be required to maintain as confidential or be restricted in its use of any Confidential Information which (i) was or becomes generally available to the public other than as a result of a disclosure by Recipient, (ii) Recipient can prove was in its possession prior to disclosure by Discloser, as evidenced by Recipient’s prior internal documentation, or (iii) was or becomes available to Recipient on a non-confidential basis from a third party provided that such party is not known to Recipient, after reasonable investigation, to be under an obligation of confidentiality with respect to such information made available to Recipient.

- (b) If Recipient receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of Discloser, or is required to disclose such Confidential Information under judicial order, regulatory requirement, or statutory requirement, it shall (to the extent that so doing does not infringe any law, regulation or judicial order) provide prompt written notice thereof to Discloser of such receipt, and shall reasonably assist Discloser in taking available protective action prior to complying with such disclosure requirement. Thereafter, Recipient shall be entitled to comply therewith to the extent required by law.
4. **Return of Confidential Information.** Upon the request of Discloser at any time, Recipient will promptly and at its cost and expense, deliver to Discloser or destroy all of the Confidential Information furnished to Recipient, including all copies or extracts thereof or materials based thereon in its possession or in the possession of any of its Representatives.
5. **Procedures to Protect Confidential Information.** For the purpose of protecting Confidential Information received from Discloser hereunder, Recipient, in addition to, and without limiting the generality of, the provisions of Section 2 hereof, will use all reasonable efforts to protect the confidentiality thereof, including, without limitation, efforts commensurate with those it employs for the protection of its own confidential and proprietary information.
6. **Introduction and Identification of Clients.** SGM and SAG shall not disclose any Confidential Information, including, without limitation, the identity of Clients of SGM and SAG without the express written consent of each party.
7. **Non-Circumvention.** SGM and SAG may not enter into any agreement, transaction or other arrangement with any of their Clients or refer any of their Clients to a third party until the parties to this Agreement agree upon the fees due in connection therewith. SGM and SAG hereby agree that they will not, directly or indirectly, do anything or take any action which would otherwise circumvent the covenants made in this Agreement. Nothing in this Section 7 shall preclude SGM and SAG from pursuing current and future agreements and arrangements with Clients with whom SGM and/or SAG can demonstrate (from its internal documentation) that they had previous commercial dealings prior to the entry into force of this Agreement or which already are publicly and openly advertising their services in the market.
8. **Validity, Survival.** The validity of this Agreement is for twelve (12) months. The parties acknowledge and agree that either of them may terminate this Agreement and any relationship between them at any time by written request from the Termination application party and written approval by the Termination granting party. Each party's obligations pursuant to Section 1 above shall survive

any expiration, termination or cancellation of this Agreement and shall continue to bind the parties hereto for up to twelve (12) months following any such expiration, termination or cancellation of this Agreement.

9. **No License**. Recipient acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to Recipient to any Confidential Information, or to any copyrights, trademarks, service marks, patent rights, trade secrets, or other proprietary rights of Discloser.
10. **Equitable Remedies**. Recipient hereby agrees that a failure to comply with any provision of this Agreement will cause Discloser and its directors, officers, managers, members, shareholders and agents irreparable harm and that Discloser will be entitled to seek equitable relief including specific performance, an injunction, a restraining order or other equitable relief in order to enforce any provision of this Agreement.
11. **Arbitration**. Each party hereto irrevocably submits to the exclusive jurisdiction of the International Chamber of Commerce (ICC. 500) under for all claims arising out of this Agreement (except those claims seeking an equitable remedy pursuant to Section 10), including but not limited to, whether this Agreement is subject to arbitration. The parties agree to submit any claims arising out of this Agreement (except those claims seeking an equitable remedy pursuant to Section 10) under the following Supplementary Procedures:
  - (a) The parties shall be deemed to have made these Supplementary Procedures a part of their arbitration agreement whenever they have provided for arbitration by the Supplementary Procedures for online Arbitration. Additionally, any dispute arising between the parties as to whether or not this Agreement is subject to arbitration, shall itself be subject to and determined by the Arbitrators. These Supplementary Procedures may also be used, by agreement of the parties and Arbitrator, in arbitrations initiated under other sets of rules. The Supplementary Procedures and any amendment to them shall apply in the form in effect at the time of commencement of the arbitration. The parties, by agreement in writing may vary the procedures set forth in these Supplementary Procedures.
  - (b) The Supplementary Procedures are supplemental to the ICC 500's Commercial Dispute Resolution Procedures, or any other set of applicable ICC 500 rules, which shall remain applicable except where modified by the Supplementary Procedures.
  - (c) The ICC 500 may decide that an arbitration shall not be conducted under the Supplementary Procedures where a party lacks the capacity to participate in the arbitration in accordance with these Supplemental Procedures,



or where the ICC 500 otherwise finds, in its discretion, that an arbitration should not be conducted under these Supplemental Procedures. In the event that the ICC 500 makes such a determination, the arbitration shall be conducted in accordance with the Commercial Dispute Resolution Procedures or other applicable ICC 500 rules. By agreeing to the Supplementary Procedures, the parties also agree to the Portal Terms in effect at the time of commencement of the arbitration. When the parties agree to arbitrate under the Supplementary Procedures, they hereby authorize the ICC 500 to administer the arbitration.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Switzerland, Courts of Canton Zug without reference to principles of choice and of laws.
13. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
14. **Amendment.** No modification or amendment hereof shall be of any force or effect unless reduced to writing and signed by the party against which enforcement of such modification or amendment is sought.
15. **Counterparts.** This Agreement, including a facsimile of same, may be executed in several counterparts, and this executed agreement and each executed counterpart, in a machine copied facsimile state, and shall constitute a duplicate original of the same instrument.

WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of this date, Wednesday, October 5, 2022:

Accepted for:

**Swiss Aviation Group AG**



Swiss Aviation Group AG  
Seestrasse 1  
6330 Cham  
Switzerland

.....  
Name: Mr. Malte Dollinger  
Masuruli Title: Chief Executive Officer

Accepted for:

**Salum Gideon Masuruli**



.....  
Name: Mr. Salum Gideon

Date: **05** / **10** / 2022

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Date: 05 / 10 / 2022