

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made as of the 25 June 2025,

BETWEEN

“Mavens Advisor Pvt. Ltd.”

- And –

“Abdur Rahman, bearing CNIC: 21015-573023-3”

WHEREAS the parties to this Agreement wish to exchange certain confidential and proprietary information for the purpose of entering into discussions regarding a potential business relationship.

For the purposes of this Agreement:

“Confidential Information” includes, but is not limited to, any information, “know-how” data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming data, written materials, compositions, drawings, diagrams, computer or software programs, studies, work in progress, visual demonstrations, business plans, budgets, forecasts, customer data, ideas, concepts, characters, story outlines and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the parties in pursuance of the Purpose or otherwise.

"Owner" means the party hereto which possesses the intellectual property rights or other proprietary rights in and to an item of Confidential Information, as the context requires, and includes, without limitation, an owner, possessor, developer and licensee of such Confidential Information.

"Recipient" means the party hereto who receives or is otherwise privy to, or comes into possession of, an item of Confidential Information of which it is not the Owner.

All Confidential Information constitutes the sole and exclusive property and the Confidential Information of the Owner, which the Owner is entitled to protect. Recipient shall only use the Confidential Information strictly for the Purpose. Recipient shall hold and maintain all Confidential Information of the Owner in trust and confidence for the Owner and shall use commercially reasonable efforts to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure.

Recipient shall not, without the prior written consent of the Owner, disclose any Confidential Information to any person or entity other than:

1. To such of its employees, officers, directors, contractors, agents and professional advisors, as applicable, and in such event only to the extent necessary for the Purpose and provided that Recipient shall, prior to disclosing the Confidential Information to such persons, issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement;
2. As required pursuant to any law, court order or other legal compulsion, provided that, prior to such disclosure, Recipient shall first notify Owner in writing of such disclosure requirement and assist the Owner in protecting such Confidential Information from disclosure.

The Recipient shall be fully responsible to ensure that each of its employees, officers, directors, contractors, agents and professional advisors that receive the Confidential Information from the Recipient, handles the Confidential Information as required by this Agreement, and Recipient shall be liable for any loss or damage resulting from any failure to do so. The Recipient shall notify the Owner promptly of any unauthorized use, disclosure or possession of the Confidential Information that comes to the Recipient's attention.

The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or database by the Recipient without prior written consent of the Owner, except for such copies and storage as may reasonably be required internally by Recipient for the Purpose.

Upon request of the Owner, Recipient shall immediately return to the Owner all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, in any form whatsoever, under the power or control of the Recipient and destroy the Confidential Information from all retrieval systems and databases. The return of such documents to the Owner shall in no event relieve the Recipient of its obligations of confidentiality set out in this Agreement with respect to such returned Confidential Information.

In the event that the business relationship contemplated by this Agreement does not occur, neither party will use or permit the use of any of the Confidential Information of which it is the Recipient for its own benefit, nor for the benefit of any third party or for any other purpose than the Purpose defined herein. Regardless of whether the business relationship contemplated by this Agreement occurs, the rights and obligations set out in this agreement shall survive from the date of this Agreement and continue for a period of TEN years.

Neither this Agreement nor the disclosure of any Confidential Information to Recipient shall be construed as granting to Recipient any rights in, to or in respect of the Confidential Information.

The provisions hereof are necessary to protect the trade, commercial and financial interests of the parties. The parties acknowledge and agree that any breach whatsoever of the covenants, provisions and restrictions herein contained by either party shall constitute a breach of that party's obligations to the other party which may cause serious damage and injury to the non-breaching party which cannot be fully or adequately compensated by monetary damages. The parties accordingly agree that in addition to claiming damages, either party not in breach of this Agreement may seek interim and permanent equitable relief, including without limitation interim, interlocutory and permanent injunctive relief, in the event of any breach of this Agreement. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which either party may be entitled.

The parties agree that the execution of this Agreement does not in any way constitute a partnership or joint venture or binding commitment on the part of either party to enter into or complete negotiations or any transaction with the other party.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the parties hereto with respect to the subject matter of this Agreement.

This Agreement shall be binding upon the trustees, receiver, heirs, executors, administrators, successors and assigns of the parties.

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the province of Sindh and the laws of Pakistan applicable therein. The parties hereby submit to the exclusive jurisdiction of the courts of the province of Sindh.

The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the validity or enforceability of any other provision and such invalid or unenforceable provision shall be deemed severed from the remaining provisions herein and such remaining provisions shall continue in full force and effect.

No waiver of any breach of any provision of this Agreement will be effective or binding unless in writing and signed by the party purporting to give the same and will be limited to the specific breach waived unless otherwise provided in the written waiver.

The Receiving Party affirms that the individual(s) executing this Agreement has the authority to bind the Receiving Party to the terms hereof.

The Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or

unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any party. Upon such a declaration, the parties shall modify this Agreement so as to carry out the original intent of the parties as closely as possible in an acceptable manner so that the purposes contemplated hereby are consummated as originally contemplated to the fullest extent possible.

This Agreement will be effective as of the Effective Date, but will apply to any Confidential Information disclosed to the Receiving Party by Company prior to such date.

As to subsequent disclosures of Confidential Information, on the later of five (5) years from and after the Effective Date or five (5) years from the expiry or termination of any other agreement between the parties related to the supply of goods and/or services in relation to the Permitted Purpose;

As to any Confidential Information disclosed prior to the date of any termination under subsection (a) above, for a further period of five (5) years from and after such date; provided that this Agreement shall continue in full force and effect with respect to any Trade Secret for such additional period as such information remains a Trade Secret.

An electronic copy or facsimile of a party's signature shall be binding upon the signatory with the same force and effect as an original signature.

SIGNED:

Abdur Rahman
CNIC: 21015-573023-3

On behalf of Mavens Advisor Pvt. Ltd.
Authorized Representative