

NDA

Non-Disclosure Agreement

Between

M/s. AL-SAHABA Company Under CR# 1010876950 having its office and place of 6129 al-rayyad 12221-2830 2830 Riyadh 12221, KSA of one part.

And

AHMED ABDULNABY ABDELLATIF ABDULNABY has its office and place of business & accomadaiton in Egypt – Cairo. Under Passport#A30591742, of the other part.

M/s. AL-SAHABA Company and **AHMED ABDULNABY ABDELLATIF ABDULNABY** are collectively referred to herein as the "Parties" and individually as "Party".

RECITALS

This Agreement provides for the disclosure by one Party (Disclosing Party) to the other Party (Receiving Party) of information, which is deemed proprietary (Proprietary Information) by the Disclosing Party. The Proprietary Information shall be disclosed either through written or oral communications for the purpose of discussing a potential business relationship between the Parties with respect to **purpose** (Purpose) and it is understood and agreed that the Proprietary Information provided will be reviewed and used solely for the aforesaid Purpose. The Receiving Party is prohibited from using the proprietary information of the Disclosing Party for any purposes other than those identified above without first obtaining the express written permission of the Disclosing Party.

These Recitals constitutes an integral part of this agreements.

The Parties hereto agree as follows:

- 1) "Proprietary Information" is defined as information of any nature in any form including drawings, specifications, data, any commercial, business, financial, management, operational-related information/data, graphs, charts, concepts, methodologies, know-how, trade secrets, discussions and the like which has been reduced to written form and relates to the Purpose. . Notwithstanding anything contained in this clause, information (written or oral) shall also be deemed to constitute Proprietary Information if, under the circumstances surrounding disclosure, it reasonably should be treated as Proprietary Information.
- 2) Upon receiving Proprietary Information, the Receiving Party shall keep in confidence and not disclose to any person or entity, not bound by this Agreement, any of the Disclosing Party's Proprietary Information except as otherwise provided by the terms and conditions of this Agreement. Nevertheless, AL-SAHABA Co. reserves the right to disclose the Disclosing Party's Proprietary Information to AL-SAHABA Co. board members, shareholders, banks and advisors The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, except as provided herein, as Receiving Party employs with respect of its own Proprietary Information of like importance, but in no event, less than reasonable care.

The Receiving Party will make the Disclosing Party's Proprietary Information available only to those of its employees having a "need to know" in order to carry out the Purpose. Further, the Receiving Party shall not use such Proprietary Information except for the Purpose identified above without the prior written approval of the Disclosing Party.
- 3) The Receiving Party shall not be liable for the disclosure or use of Proprietary Information if the same is:
 - a) in or enters the public domain, other than by breach of this Agreement.
 - b) known to the Receiving Party at the time of first receipt or thereafter become known to the Receiving Party without similar restrictions from a source other than the Disclosing Party, which has not breached any confidentiality obligations

towards the Disclosing Party, as evidenced by

written records or other evidence.

- c) developed by the Receiving Party independent of any disclosure hereunder as evidenced by written records or other evidence.
 - d) first disclosed or used by the Receiving Party more than three (3) years after the date of termination of this Agreement; or
 - e) disclosed pursuant to an order of a court of competent jurisdiction or under any written law provided that reasonable written notice is given to the Disclosing Party before such disclosure.
- 4) The Receiving Party hereby agrees to advise each of its employees or agents participating in the activity related to the Purpose that they are obligated to protect the Disclosing Party's Proprietary Information as prescribed in this Agreement.
 - 5) The obligations and responsibilities of the Parties hereto shall survive and continue in full force and effect beyond the termination of this Agreement and shall be subject to the term specified in clause (3.d) here above.
 - 6) All written Proprietary Information shall be returned to Disclosing Party or destroyed by Receiving Party at the Receiving Party's option, after the expiration of the Agreement as provided for in Clause 9 hereof, or when requested, by Disclosing Party at any time, or when Receiving Party's need for such information for the Purpose has ended, whichever is earlier. In the event of destruction, Receiving Party shall certify in writing to Disclosing Party, within thirty (30) days, that such destruction has been accomplished. Receiving Party shall make no further use of such Proprietary Information.
 - 7) The Disclosure of Proprietary Information hereunder shall not be construed as granting either a license under any patent or patent application or other intellectual property or any right of ownership in said Proprietary Information. Nor shall disclosure constitute any such representation, warranty, assurance, guarantee or inducement by the Disclosing Party with respect to the accuracy of the proprietary information or against infringement of patents or other rights of third parties.
 - 8) The Receiving Party acknowledges that a breach of this agreement and unauthorized disclosure of confidential information is likely to cause substantial and irreparable damage to the Disclosing Party and therefore in the event of any such breach, in addition to other available remedies, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.
 - 9) This Agreement shall continue from the date of this agreement for three (3) years from the date of last signature of this Agreement. The Agreement can be terminated by either Party by giving thirty (7) days written notice to the other Party of its intent to terminate the Agreement. Notwithstanding such termination, the obligations of the Receiving Party shall continue for three (3) years following the termination of this Agreement.
 - 10) This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said proprietary information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.
 - 11) This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Saudi Arabia.

- 12) All disputes arising out of or in connection with this Agreement shall be resolved amicably between parties. If the dispute(s) are not resolved by amicable resolution within (30) days from the date dispute(s) has arisen, then the dispute shall be adjudged by the Kingdom of Saudi Arabia courts and the parties hereof agree to submit to the exclusive jurisdiction of Kingdom of Saudi Arabian courts.

**SIGNED FOR AND ON BEHALF OF
AL-SAHABA Company
BY: Faisal Alghusen**

**SIGNED FOR AND ON BEHALF OF
AHMED ABDULNABY ABDELLATIF
ABDULNABY
BY: Himself**

AhmedAbdulnaby