Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of 2024-09-23 by and between Analytica Data Science Solutions, a US company with its principal place of business in Virginia ("Disclosing Party"), and _____ , a _____ _____ with its principal place of business at _____ ("Receiving Party").

WHEREAS, Disclosing Party possesses valuable and proprietary Confidential Information (as defined below) related to the development and implementation of an AI-powered monitoring system ("AIMS"); and

WHEREAS, Disclosing Party desires to disclose limited portions of this Confidential Information to Receiving Party solely for the purpose of evaluating a potential business relationship related to the AIMS project ("Purpose"); and

WHEREAS, Receiving Party acknowledges the sensitive and confidential nature of this information and agrees to hold such Confidential Information in the strictest confidence as set forth in this Agreement.

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

1. Broad Definition of Confidential Information.

"Confidential Information" means any and all information disclosed by Disclosing Party to Receiving Party, whether orally, in writing, electronically, or by any other means, regardless of whether it is marked as confidential, that relates to the AIMS project or Disclosing Party's business in general. This includes, but is not limited to:

- **Technical Information:** Information relating to the design, development, implementation, operation, and maintenance of the AI-powered monitoring system (AIMS), including but not limited to algorithms, software, hardware, data structures, network architecture, research data, prototypes, and source code.
- **Business Information:** Information relating to Disclosing Party's business operations, strategies, plans, forecasts, financial information, customer lists, pricing, marketing materials, intellectual property, trade secrets, and any other information not generally known to the public, including information disclosed during presentations, discussions, and demonstrations.
- **Proposal Information:** Information contained in the proposal document, presentations, diagrams, and any other materials related to the AIMS project, including the problem statement, proposed solution, technical specifications, implementation strategy, potential benefits, cost estimates, and pricing models.

2. Limited Exclusions from Confidential Information.

Confidential Information does not include information that:

- Receiving Party can demonstrate, through clear and convincing evidence, was already known to it prior to disclosure by Disclosing Party;
- Is or becomes publicly known through no fault of Receiving Party and without breach of this Agreement;
- Was rightfully received by Receiving Party from a third party without any obligation of confidentiality and without any restrictions on disclosure;
- Was independently developed by Receiving Party without use of Disclosing Party's Confidential Information, as demonstrated by documented evidence.

3. Strict Non-Use and Non-Disclosure.

Receiving Party agrees:

- **Solely for the Purpose:** To use Disclosing Party's Confidential Information exclusively for the Purpose and for no other reason whatsoever.

- **No Disclosure:** Not to disclose Disclosing Party's Confidential Information to any third party, including its affiliates, subsidiaries, employees, contractors, or consultants, without the express prior written consent of Disclosing Party.
- **Highest Degree of Care:** To protect Disclosing Party's Confidential Information with the highest degree of care, at least as it would protect its own most valuable confidential information, and in no event less than a reasonable degree of care under the circumstances.
- **Limited Access:** To restrict access to Disclosing Party's Confidential Information to only those of its employees, contractors, and agents who have a demonstrable need to know such information solely for the Purpose and who are bound by confidentiality obligations at least as protective as those contained in this Agreement.

4. Immediate Return of Confidential Information.

Upon Disclosing Party's written request, or immediately upon termination of discussions regarding the Purpose for any reason, Receiving Party shall promptly return to Disclosing Party all originals and all copies of Disclosing Party's Confidential Information in Receiving Party's possession or control, including any electronic copies, notes, summaries, or analyses derived therefrom.

5. Broad Remedies.

Receiving Party acknowledges that unauthorized disclosure or use of Disclosing Party's Confidential Information would cause irreparable harm to Disclosing Party for which monetary damages alone would be inadequate. Accordingly, Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies to prevent or restrain any such unauthorized disclosure or use, in addition to any other remedies available at law or equity, including but not limited to monetary damages, attorneys' fees, and costs.

6. No Warranties.

All Confidential Information is provided "AS IS" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Disclosing Party makes no representations or guarantees regarding the accuracy, completeness, or usefulness of the Confidential Information.

7. Term.

This Agreement shall commence on the date first written above and shall continue in effect for a period of three (3) years, unless terminated earlier by either party with thirty (30) days written notice to the other party.

8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in Riyadh, Saudi Arabia, and Receiving Party hereby irrevocably consents to the personal jurisdiction and venue of such courts.

10. Dispute Resolution.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce. The place of arbitration shall be Riyadh, Saudi Arabia. The language of arbitration shall be English.

11. Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other provision or of any subsequent breach.

12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, upon the first business day following deposit with an internationally recognized courier service, addressed as follows:

If to Disclosing Party:

Analytica Data Science Solutions 4200 Wilson Blvd, Arlington, VA 22203 USA

If to Receiving Party:

_____

or to such other address as either party may designate in writing from time to time.

14. Governing Language.

This Agreement is executed in the English language, which shall be the governing language for all matters relating to the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Analytica Data Science Solutions

By: Dr. Aous A. Abdo

Title: CEO

Signature: _____

Date: _____ **09/23/2024** _____

Receiving Party:

Company Name: _____

By: _____

Title: _____

Signature: _____

Date: _____