

Mutual Non-Disclosure Agreement

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement"), is entered into as of [Month, Day, Year] (the "Effective Date"), by and between **Arenema Sàrl** (Arenema Ltd), with its principal place of business at Chemin de la Beurière 12, St-Cergue 1264, Vaud, Switzerland, registered under Swiss commercial registry number CHE-387.978.317 ("Party 1"), and **BlueWave Labs Ltd** resident of <address>, India ("Party 2") each a "party" and sometimes collectively referred to as the "parties" to this Agreement.

Purpose. This Agreement sets forth the terms and conditions under which confidential information will be protected by and disclosed between the parties during the term of this Agreement, for the sole purpose of and in connection with IT consulting services, including but not limited to software development, systems integration, cybersecurity, and related technology advisory services (the "Purpose").

Confidential Information. As used herein, "Confidential Information" means, any and all technical, business and financial information, including third party information, relating to the disclosing party (the "Disclosing Party") or any of its affiliates that is furnished or disclosed, in whatever form or medium (regardless of whether tangible, intangible, visual, or oral) on behalf of the Disclosing Party, to the receiving party (the "Receiving Party") or its directors, members, officers, employees, agents, consultants, affiliates, partners or advisors (including attorneys and accountants) or those of its affiliates (collectively "Representatives"), before or after the Effective Date. "Confidential Information" includes but is not limited to: any presentations, drafts and proposals (whether oral or written) related to the Disclosing Party, any and all information, data or know-how regarding the Disclosing Party's business plans, strategies, operating models, customers, business and contractual relationships, employees, prices and costs, budgets or other financial information, marketing, technology, intellectual property, investors, patients, business forecasts, sales, marketing plans and any additional non-public information the Disclosing Party or any of its affiliates provides.

Obligations. The Disclosing Party agrees to disclose to the Receiving Party only that Confidential Information that is reasonably necessary to enable the Receiving Party to

complete the Purpose. Each party agrees: (a) to use the Disclosing Party's Confidential Information solely for the Purpose stated above and for no other reason; (b) to protect the confidentiality of the Disclosing Party's Confidential Information; (c) not to disclose any of the Disclosing Party's Confidential Information to anyone, except those Representatives who have a "need to know" the information for the Purpose and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; (d) to notify appropriately such Representatives that the disclosure is made in confidence and to require them to keep the same in confidence in accordance with the terms and conditions of this Agreement, and to enforce those terms and conditions; and (e) if directed, to limit the number of copies made of the Disclosing Party's Confidential Information. Each party agrees to immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party, and to remedy any such loss or unauthorized disclosure as reasonably requested by the Disclosing Party. The Receiving Party shall provide a list of all recipients of the Disclosing Party's Confidential Information upon request within ten (10) days of such request.

Exceptions. The obligations and restrictions imposed by this Agreement will not apply to any Confidential Information that: (a) the Receiving Party can show with written or other tangible evidence was already known to the Receiving Party prior to the Disclosing Party's disclosure; (b) is or becomes generally available to the public prior to disclosure through no fault of the Receiving Party; or (c) the Receiving Party can show with written or other tangible evidence that it was obtained by the Receiving Party from a third party owing no duty of confidentiality with respect to the Confidential Information disclosed.

In the event a Receiving Party is requested or required by subpoena or other court order to disclose any Confidential Information, the Receiving Party will provide immediate notice of such request to the Disclosing Party, and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement is granted. If, in the absence of a protective order or the receipt of a waiver, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information, then, in such event, the Receiving Party may disclose such information without liability hereunder, provided that the Disclosing Party has been given a reasonable opportunity to review the text of such disclosure before it is made and that the disclosure is limited to only Confidential Information specifically required to be disclosed.

Handling of Information and Materials. Confidential Information shall not be reproduced except as required to accomplish the Purpose, and all copies will remain the property of the Disclosing Party, and will contain any and all confidential or proprietary notices or legends

which appear on the original, unless otherwise authorized in writing by the Disclosing Party. Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, in its sole discretion, the Receiving Party shall promptly return to the Disclosing Party or destroy, at the Disclosing Party's option, the Confidential Information (including, without limitation, any and all documents that may contain summaries, notes, memoranda and abstracts or other portions of Confidential Information) and all copies thereof. For the avoidance of doubt, the Receiving Party shall not be expected to purge any Disclosing Party's Confidential Information stored in its electronic archive system and such Confidential Information shall be subject to the confidentiality and non-use obligations imposed under this Agreement.

Ownership. The ownership of a Disclosing Party's Confidential Information shall at all times remain solely with the Disclosing Party (or the third party to whom the Disclosing Party owes a duty of confidentiality). No rights, licenses or other rights to use a Disclosing Party's Confidential Information are granted by this Agreement except as herein expressly stated.

No Other Rights. The parties recognize and agree that nothing contained in this Agreement is intended to amount to or implies any transfer, license or other grant of rights in relation to the Confidential Information owned or used by the other party. Neither party shall make, use or sell, for any purpose, any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party.

No Representations. The parties make no representation or warranty as to the accuracy, completeness, condition, suitability, or performance of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party or any third party resulting from the Receiving Party's use of the Confidential Information.

Term and Termination. The term of this Agreement shall be for three (3) years commencing on the Effective Date ("Term"). The Receiving Party's obligations under this Agreement will survive termination of this Agreement for a period of seven (7) years after such termination (except that such obligations shall survive indefinitely thereafter with respect to Confidential Information that is treated or identified by the Disclosing Party as a trade secret for so long as the Disclosing Party treats such Confidential Information as a trade secret) and will be binding upon the Receiving Party's heirs, successors and assigns after such termination or expiration.

Protected Data, Handling of Party 1 Information. Confidential Information provided by Disclosing Party to Receiving Party may include Protected Data. Receiving Party shall process any Protected Data received hereunder only for the Purpose and consistent with this Agreement and all applicable laws and regulations. "Protected Data" means any information that relates to personal information, or an identifiable individual, including but not limited to first and last name, social security number, other government-issued identifiers, date of birth, e-mail address, IP address, credit card number, financial account number, and Protected Health Information (as defined below).

Receiving Party shall (i) establish and/or maintain appropriate measures to protect the Protected Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access or transmission in accordance with all relevant data protection legislation and applicable laws and (ii) notify Disclosing Party immediately, but no later than 72 hours of discovery, of any actual or suspected loss, theft, corruption, unauthorized disclosure to or use of Data by any third party (the "Data Event").

Receiving Party shall not disclose to any third party, except where required by law, any Protected Data, and Receiving Party shall comply with all applicable laws and regulations, as well as agreements between the parties, regarding the confidentiality of such information.

Equitable Remedy. The parties agree that money damages would not be a sufficient remedy for any breach or threatened breach of the provisions of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to equitable relief, including, without limitation, specific performance and injunction as a remedy for any such breach, and the Receiving Party waives the claim or defense that the Disclosing Party has an adequate remedy at law. The Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for Receiving Party's breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Disclosing Party.

General.

a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof. The headings to sections of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of any provision hereof. No

provision of this Agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any dispute, controversy, or claim arising out of or in relation to this Agreement, including the breach, termination, or validity thereof, shall be subject to the exclusive jurisdiction of the competent courts of the Canton of Vaud, Switzerland. The parties hereby waive any objection to venue or jurisdiction in such courts.

Unenforceability / Invalidity. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided, however, that either party may assign its rights and/or obligations to an affiliate or to a third party pursuant to a sale of substantially all of the assets or stock, or merger, consolidation or similar transaction.

Notice. Any notice to be given hereunder by either party to the other will be in writing addressed to the address set forth below on the signature page (unless either provides written notice of a different address) and will be deemed given: (a) upon delivery if sent by facsimile, electronic mail or by overnight courier; or (b) three (3) days after deposit in the mail if sent by pre-paid, certified mail, return receipt requested mail.

Signatures. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding all parties hereto, notwithstanding that all parties have not signed the same counterpart. The parties agree that this Agreement may be executed and exchanged by facsimile, pdf or other electronic means, which upon request of a party shall be followed up with originals.

In Witness Whereof, duly authorized representatives of the parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date. Each individual signing for a corporate entity hereby personally warrants his or her legal authority to bind that entity and its affiliates.

Party 1: Arenema Sàrl (Arenema Ltd)

By: _____

Name: _____

Title: _____

Date: _____

Address:

Chemin de la Beurière 12

1264 St-Cergue

Vaud, Switzerland

ATTN: [Business Owner's Name]

Party 2:

By: 

Name: Dr. Gorkem Cetin

Title: CEO

Date: 27 October, 2025

Address:

373 Hampton Heath Rd Burlington

Ontario, Canada L7L 4R1