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United Towers, Bahrain Bay
C.R.141494-1 / T. +973-39305040
Email: contact@lemonide.com
Website: www.lemonide.com

NON-DISCLOSURE AGREEMENT

A. This non-disclosure agreement ("Agreement") is made by:

Name: *Lemonide W.L.L. - Fatemah Al Ajmi*, Address: Bahrain Bay

Phone: +973-39305040 Fax: **Email:** contact@lemonide.com,
fatemah@globalunitedvisions.com (Hereinafter "Client"), and

Name: _____

Address: _____

Phone: _____ **Email:** _____

(Hereinafter "Developer" and collectively known 'Parties') on this
date: _____

B. RECITAL:

- Whereas, Client carries out an information technology business and intends to hire Developer for the development of the software ("Software") in consideration of a certain amount of money specified in a separate agreement that may be executed separately between the Parties; and,
- Whereas, Client agrees to provide Developer with certain data, confidential and proprietary information of Client for the development of Software;
- Whereas, Developer acknowledges that data, confidential and proprietary information constitutes business secret and agree to treat such data, confidential and proprietary information strictly in accordance with the terms of this Agreement;

Therefore, in consideration of the mutual promises and covenants provided in this Agreement, the receipt and sufficiency of which is acknowledged hereby, the Parties agree as follows:

C. TERMS AND CONDITIONS:

1. Scope of Confidential Information:

1.1 For purposes of this Agreement, "Confidential Information" means any information that is proprietary to the Client with respect to Software, not known to the general public, whether in tangible or intangible form, disclosed in oral, written, graphic, recorded, photographic, any machine-readable or in any other medium or form, whenever or in however manner, including, without limitation: (i) all kind of strategies, data, plan, requirements, financial information, projection, and/or operations; (ii) strategies for products or services, or discussion in the meeting or any communication; (iii) any invention or scientific or technical information, design, process, procedure, improvement, technology

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or method, algorithms, computer processing systems, techniques, methodologies, formulae, compilations of information, drawings, schematics, analyses, evaluations, formulations, ingredients, samples, processes, machines, prototypes, mock-ups, product performance data, proposals, job notes, reports, records, specifications, manuals, and/or documentations (iv) any report, concepts, data, know-how, design, works-in-progress, development tools, specifications, application, software, source code, object code, databases, flow charts, user interface, information and trade secrets; and (v) any other information that should reasonably be identified as confidential information of Client.

1.2 The Confidential Information needs not to be unique, novel, patentable, and copyrightable or constitute a trade secret to be designated as the Confidential Information. Developer agrees that the Confidential Information is ownership of the Client, has been developed and obtained through significant efforts by the Client and that Client considers such Confidential Information as trade secrets.

2. Disclosure and Uses of Confidential Information:

2.1 The Client intends to disclose Confidential Information to Developer under this Agreement. Developer shall: (a) use the Confidential Information with respect to the current business relationship between the parties to this Agreement, and only for the completion of Software; (b) maintain the confidentiality of all Confidential Information by using a reasonably effective degree of care and security, not less than the degree of care used by the Developer in safeguarding its own confidential information; and (c) not disclose any Confidential Information to any third parties. Developer shall be liable for any breach of this Agreement by any of the affiliates, employee or agent.

2.2 Developer acknowledges that Developer is allowed to use the Confidential Information only for the contemplated and current business relationship under this Agreement. Developer warrants that it will not use the Confidential Information in violation of any provision of this Agreement unless approved by the Client in writing. Confidential Information may be disclosed to the employees of Developer only after such employees have entered into a non-disclosure agreement with Developer binding the employee to matching terms.

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2.3 Developer acknowledges that any disclosure in violation of this Agreement shall constitute a material breach.

3. Information Security and Obligation of Developer.

3.1 Developer represents and warrants that Developer shall implement and use updated and rigorous administrative, physical and technical safeguards to protect the Confidential Information. Developer shall ensure that:

- (a) all such safeguards are all-time effective, updated and in working conditions; and
- (b) the manners and method used to access, collect, store, or process meet industry standards with reference to the data protection and security.

3.2 Developer agrees to communicate to Client any information security breach, and its potential size, immediately after its detection. No accidental breach shall be considered an event of Force Majeure unless a team of detectives jointly headed by Client and Developer find after competent investigation that Developer have employed all reasonable efforts to protect the Confidential Information and no bad faith involved in the accidental breach of the security of the Confidential Information.

3.3 It is expressly provided that Developer shall not use the source codes, ideas, concepts, organizations, data, information and all or any part of the Confidential Information for the development of the software not owned by Client. Any violation of this section shall constitute material breach of this Agreement.

4. Compliance with Applicable Laws. Each Party is solely responsible for compliance with the applicable laws and any obligation, liabilities, duties and warranties arising from any third party contracts.

5. Non-competition, non-circumvention and non-replication:

5.1 Developer agrees not to try to contact the service providers, partners, engineers, clients or other parties associated with the Client directly or indirectly by circumventing or bypassing Client.

5.2 Developer acknowledges that Client discloses the Confidential Information to perform acts for the development of Software only. Developer warrants hereby that it will never use, explore or interfere in any data, tools or applications or involve in any activity which is not, reasonably, connected with the Software.

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5.3 Developer agrees not to user, copy, re-produce or replicate all or any features of the Software for any purpose other than the completion of the Software.

5.4 Developer shall not use any part of Confidential Information for any future work for Developer's own business or for Developer's third party client.

6. Intellectual Property Rights:

6.1 Nothing in this Agreement shall be construed as granting or conferring any rights, interests or intellectual property rights by assignment, license or otherwise, relating to any Confidential Information or any intellectual property, invention, discovery or improvement or derivative made, conceived or acquired at or prior or subsequent to the Effective Date. Except for the limited right to use the Confidential Information as set forth above, all intellectual property, patent, copyright, trademark, trade secret and all other rights and interests in the Confidential Information and the products, programs, tools, inventions, ideas, works, creation, symbols, data, reports, opinions and all other concepts and materials developed, invented, reduced to practice, authored or created, and added by Client and or Developer or otherwise (including portions and derivatives thereof) in any medium arising from or relating to this Agreement ("Intellectual Property") shall be the sole and exclusive property of Client. Developer claims no claim to or in any part of Intellectual Property.

6.2 Developer acknowledges that any development of any or all parts of the Intellectual Property made or created by Developer shall be deemed "works made for hire" by Developer for Client, and, therefore, shall be the exclusive property of Client. To the extent such parts of the Intellectual Property cannot be deemed "works made for hire" under any applicable law, Developer hereby irrevocably assigns and transfers to Client all right, title and interest in and to the Intellectual Property, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by Client for the purpose of applying for and obtaining domestic and foreign patent and copyright registrations.

6.3 Except to the extent expressly provided, Developer acknowledges that no license or right, whether express or implied, in the Intellectual Property is granted to the Developer under this Agreement.

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7. Scope of Remedies:

7.1 Client shall be entitled to damages, loss of future profits, consequential losses, expenses and costs and all kinds of litigation costs including reasonable attorney fee, in case of breach of any provision of this Agreement, including, without limitation, the unauthorized disclosure and use of Confidential Information to the maximum extent permitted by the law or any theory of law. Client shall, in its sole discretion, estimate the losses, expenses, costs and lost profits mentioned in the foregoing provisions.

8. Term:

8.1 This Agreement shall be effective for an indefinite period unless otherwise expressly provided in this Agreement.

9. Governing Law and Judicial Jurisdiction:

9.1 This Agreement shall be governed by the applicable laws of Bahrain without giving effect to its conflict of law provisions. Any dispute arising from this Agreement shall exclusively be determined by the court having competent jurisdiction over the place where the Client has its business place as stated above.

10. Notice of Breach:

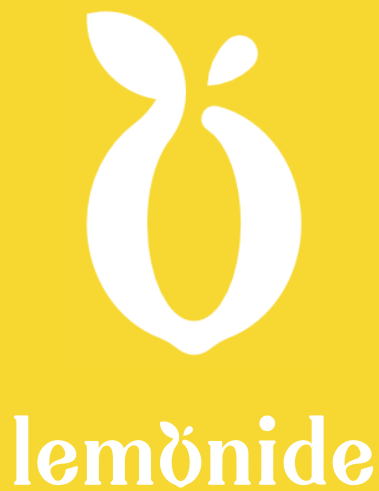
10.1 Developer shall serve the notice to the Client immediately upon discovery of any kind of unauthorized or accidental use or disclosure of Confidential Information by one of the Developer's employee or its affiliates, and will cooperate with efforts to help the Client regain possession of Confidential Information and prevent any further unauthorized use.

11. Indemnification:

11.1 Developer understands that if Developer violates any provision of this Agreement relating to Confidential Information, or to Developer's duty to cooperate in matters relating to protection of intellectual property and Confidential Information, Client will suffer immediate and irreparable losses. Developer acknowledges that any such violation will result in severe penalties and damages to be imposed on Developer.

11.2 Developer represents and warrants to indemnify and hold Client harmless against and from all or any losses, demands, obligations, actions, claims, losses, damages, expenses, and costs including, without limitation, reasonable litigation costs, arising from; (a) Developer's use of Confidential Information; (b) any disclosure of Confidential Information; (c) Developer's breach of the security of the Confidential Information (d) any breach of this

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Agreement; (e) any violation(s) of applicable laws; (f) Developer's act or omission with reference to Confidential Information; and (g) any dispute between Developer and any third party. The foregoing provision of will survive termination of this Agreement.

11.3 In addition to the remedies provided in this Agreement, Client shall be entitled to seek an injunction from the competent court to prevent further breaches of this Agreement and to an order compelling specific performance of this Agreement.

12. Miscellaneous:

12.1 During the term of this Agreement and thereafter, the Developer agrees not to make any disparaging statement about the Client, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever.

12.2 This Agreement may be executed in two number of counterparts and by the contracting parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

12.3 This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. The Developer shall not assign this Agreement, in whole or in part, without the Client's prior written consent, and any attempted assignment without such consent will be void.

12.4 No part of this Agreement shall be amended unless expressly agreed in writing by both contracting parties.

12.5 The failure of either party to insist upon the performance of any of the terms, covenants, conditions or provisions of this Agreement shall not be considered a waiver or relinquishment of future compliance therewith; nor shall a waiver by either party of any breach or any term, covenant, condition, agreement or provision, operate as a waiver of any other term, covenant condition, agreement or provision.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED, On this__th day of __20__

Client: Lemonide W.L.L
Name: Fatemah Al Ajmi

Developer:
Name:

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