

CONTRACTOR NON-DISCLOSURE AGREEMENT (NDA)

This Contractor Non-Disclosure Agreement ("Agreement") is entered into as of
08/09/2024 ("Effective Date"), by and between:

Company Name: DigitalQatalyst DMCC

License Number: 131122

(Hereinafter referred to as the "Company")

AND:

Contractor Name: CHARITY PENDO MENGNI

Passport ID: N/A

National ID: 39235291

(Hereinafter referred to as the "Contractor")

Insert text here

WHEREAS, the Company and the Contractor (hereinafter referred to as the "Party" or "Parties") are entering into an arrangement for the Contractor to perform services for the Company, which may require the Company to disclose confidential and proprietary information ("Confidential Information") to the Contractor.

NOW, THEREFORE, in consideration of the promises recited herein, each Party agrees to disclose and receive information as applicable in a manner consistent with the following provisions:

DEFINITIONS

1. **"Confidential Information"** shall mean any and all information, know-how, and data, technical or non-technical, or description concerning any matters affecting or relating to the Contractor's services for the Company, the business or operations of the Company, and/or the products, drawings, plans, processes, or other data of the Company disclosed or provided by the Company to the Contractor, whether disclosed or

provided in oral, written, graphic, photographic, electronic, or any other form.

CONTRACTOR OBLIGATIONS

2. **Confidentiality Obligations:** The Contractor agrees to:
 - a. Hold the Confidential Information received from the Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
 - b. Not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so by the Company.
 - c. Not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of their duties for the Company.
 - d. Upon termination of employment or at the request of Discloser, Disclosee shall promptly return to Discloser or destroy all materials containing Confidential Information, including any copies, notes, or summaries thereof.

COMPANY RIGHTS

3. **Treatment of Information:** The Company shall have the sole right to determine the treatment of any information that is part or project-specific received from the Contractor, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as the Company may deem appropriate.

INTELLECTUAL PROPERTY

4. **Patent Applications:** The Contractor agrees not to file any patent applications claiming any information, developments, discoveries, technologies, inventions, and the like arising from the use of Confidential Information or that could not have been made, developed, or discovered but for access to Confidential Information.

SEVERABILITY

5. **Severability:** If any court of competent jurisdiction later considers any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the Parties.

EMPLOYMENT STATUS

6. **Employment Status:** Nothing in this Agreement shall be construed as a promise of continued employment for any specific period of time.
7. **'At-Will' Employment:** Nothing in this Agreement modifies or alters the 'at-will' nature of the Contractor's employment.

VIOLATION AND DISCIPLINARY ACTION

8. **Violation and Disciplinary Action:** Violation of this Agreement will subject the Contractor to disciplinary action according to the Employer's disciplinary policy, up to and including termination.

GOVERNING LAW AND JURISDICTION

9. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to its conflicts of laws principles.
10. **Jurisdiction:** The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the United Arab Emirates for the resolution of any disputes arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

On behalf of Company

The Contractor

Name:

Name: CHARITY PENDO MENGENI

Position

Passport ID: N/A

Date:

National ID: 39235291

Date: 08/09/2024

Signature:

Signature: 