

MULTI-PARTY MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: _____ 2025

This Multi-Party Mutual Non-Disclosure Agreement ("Agreement") is entered into among the undersigned natural persons (each, a "Party," and collectively, the "Parties") for the purpose of protecting Confidential Information shared in connection with the formation and development of the venture presently styled "nuroX" (the "Company in Formation"). Each Party enters into this Agreement in his or her individual capacity **and as a prospective co-founder of nuroX.**

Recitals WHEREAS, **Walid Mohamed Abdou Abdelal ("Walid Abdelal")** conceived the initial concept for nuroX and invited the other Parties to collaborate in its formation and development;

WHEREAS, the Parties desire to exchange Confidential Information to evaluate and advance the venture on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

#	Party
1	Walid Abdelal
2	Omar Khalid Safwat
3	Abdulraouf Ismail Almarzooqi
4	Omar Ismail Almarzooqi
5	Ibrahim Atta-Apau
6	Larry Gurule
7	Jeffrey R Heisler

Sequence reflects the chronological order in which each Party joined the venture.

1. Purpose

The Parties wish to exchange and evaluate non-public information—including software source code, product road-maps, business plans, technical designs, scientific research, market data, and commercial terms—in order to explore, plan, and implement the launch of the Company in Formation and its related products and services (the "Purpose").

2. Definitions

2.1 "Confidential Information" means any information disclosed by a Party to another Party, whether oral, written, electronic, visual, or in any other form, that (i) is marked or identified as confidential, or (ii) by its nature or context a reasonable person would understand to be confidential.

2.2 Exclusions. Confidential Information does not include information that the receiving Party can demonstrate by contemporaneous written evidence: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known by the receiving Party prior to disclosure; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is rightfully received from a third party without duty of confidentiality.

2.3 Residual Knowledge. Nothing in this Agreement restricts a Party from using ideas, concepts, know-how, or techniques retained in unaided memory, provided that such use does not result in deliberate disclosure of the disclosing Party's trade secrets.

3. Obligations of Receiving Party

1. Use Confidential Information solely for the Purpose.
2. Exercise at least the same degree of care to protect Confidential Information as it uses for its own information of like importance, but no less than reasonable care.
3. Disclose Confidential Information only to its employees, contractors, advisors, and potential investors who have a bona fide need to know for the Purpose and are bound by confidentiality obligations no less protective than this Agreement.

4. Ownership; Work Product; No License

4.1 Confidential Information. All Confidential Information remains the property of the disclosing Party. No license or other right is granted except the limited right to use Confidential Information for the Purpose.

4.2 Work Product. The Parties anticipate executing a separate Technology and Invention Assignment Agreement ("TIAA") under which each Party will assign intellectual-property rights in work product created for the venture to the Company in Formation or its successor. Until such TIAA is executed, any work product created jointly or individually in furtherance of the Purpose shall be treated as Confidential Information and held in trust for the benefit of the future Company.

4.3 Sweat & Vision IP.

(a) **Sweat Contributions** means any time, effort, or creative labour a Party expends to design, write, test, document, negotiate, or otherwise advance the venture.

(b) **Vision IP** means any foundational product ideas, architectural concepts, strategic road-maps, business models, or similar insights conceived or articulated by a Party.

(c) Each Party agrees that all intellectual property embodied in or arising from Sweat Contributions and Vision IP constitutes "Work Product" under Section 4.2 and shall be assigned to the Company in Formation (or its successor) under the forthcoming TIAA. Until that formal assignment, such Sweat Contributions and Vision IP are deemed Confidential Information and are held in trust for the sole benefit of the future Company.

(d) Nothing in this Section 4.3 alters the residual-knowledge carve-out in Section 2.3.

5. Compelled Disclosure

If a Party is required by law or valid court order to disclose Confidential Information, it shall, where legally permissible, give prompt written notice to the affected disclosing Party and cooperate in seeking a protective order or equivalent remedy.

6. Term and Survival

This Agreement is effective as of the Effective Date and continues for **five (5) years** from the later of (i) the Effective Date or (ii) the last disclosure of Confidential Information. The obligations of Section 3 survive with respect to trade secrets for so long as such information remains a trade secret under applicable law.

7. Return or Destruction

Upon written request of the disclosing Party, the receiving Party shall promptly return or destroy all tangible embodiments of Confidential Information, except one archival copy may be retained solely for legal-compliance purposes.

8. Equitable Relief

The Parties acknowledge that monetary damages may be inadequate to remedy a breach and agree that any Party may seek injunctive relief without posting bond, subject to the governing-law provisions below.

9. No Obligation to Proceed

Nothing in this Agreement obligates any Party to enter into any further agreement or transaction, and any Party may cease discussions at any time without liability.

10. Assignment; Successors

10.1 This Agreement shall automatically assign to any entity formed by the Parties to conduct the venture (including, without limitation, "nuroX Global Inc.") and shall bind and inure to the benefit of each Party's successors and permitted assigns.

10.2 Except as provided in Section 10.1, no Party may assign this Agreement without the prior written consent of the other Parties, except to a successor in merger, acquisition, or sale of substantially all assets.

10.3 **Release Upon Incorporation.** Upon any assignment effected under Section 10.1, each assigning Party acting in an individual capacity shall be released from further personal liability under this Agreement, and the successor entity shall assume all rights and obligations of such Party.

11. Governing Law; Dispute Resolution

11.1 **Interim Relief.** This Agreement is governed by, and any application for emergency or interim injunctive relief shall be brought exclusively in, the courts of the State of Delaware, USA.

11.2 **Final Resolution.** All other disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator. The seat of arbitration shall be Geneva, Switzerland, and the language shall be English. Judgment on the award may be entered in any court of competent jurisdiction.

12. Entire Agreement; Pre-Incorporation Agreement

This Agreement constitutes the entire understanding among the Parties with respect to Confidential Information. The Parties acknowledge their intent to enter into a Pre-Incorporation Agreement and a TIAA; such future agreements will complement but not supersede this Agreement unless expressly stated.

13. Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts (including electronic signatures), each of which is deemed an original and all of which together constitute one instrument.

Signature Blocks

(Each Party signs below as an individual and prospective co-founder.)

Party	Signature	Date
Walid Abdelal	<hr/>	<hr/>
Omar Khalid Safwat	<hr/>	<hr/>
Abdulraouf Ismail Almarzooqi	<hr/>	<hr/>
Omar Ismail Almarzooqi	<hr/>	<hr/>
Ibrahim Atta-Apau	<hr/>	<hr/>
Larry Gurule	<hr/>	<hr/>
Jeffrey R Heisler	<hr/>	<hr/>

End of Agreement