

Mutual Non-Disclosure Agreement

This Agreement is made between **MIPS - MICRO INFORMATIQUE PROGICIEL SERVICES** a company registered under the laws of **Tunisia** whose registered office is at **Imm. A16, 1003, C. KHADRA TUNIS** and **Softi9 – Inovação Informática, Lda.** existing under the laws of Portugal, with offices at **Av. Dr. Lourenço Peixinho, 105 C – 3800-166 Aveiro, Portugal.**

Background

On the terms of this Mutual Non-Disclosure Agreement, each party wishes to disclose to the other Confidential Information (as defined below) in the context of discussions which the parties are entering into with regard to a **CUCo Firmware Security solution** and each party wishes to have access to such Confidential Information.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. Definitions

- (a) "Affiliate" means another Person which is controlled by a party hereto, which controls a party hereto or which is under common control with a party hereto;
- (b) "Effective Date" means the date of this Agreement, being the date of its signature by both parties.
- (c) "Contractor" means any person who is paid directly or indirectly by either party to assist in the Project.
- (d) "Control" means the power of a person to secure directly or indirectly including through one or more intermediaries:
 - (i) by means of the holding of shares or the possession of voting power directly or indirectly in or in relation to that or any other Person; or
 - (ii) by virtue of any powers conferred by the constitutional documentation or other document regulating that or any other Personthat the affairs of another Person are conducted in accordance with the wishes of the first mentioned Person and the expressions "controlled" and "under common control with" shall be construed accordingly;
- (e) "Person" includes any individual, company, body corporate, partnership or other entity;
- (f) "Purpose" shall mean any discussions, negotiations and exchange of other written and non-written information between the parties concerning or in connection with the Project.
- (g) "Confidential Information" shall mean product, business, marketing, strategic, technical knowhow, trade, proprietary and/or other information relating to customers or suppliers, or data (including but not limited to information retained on all types of medium including written, diagrammatical, software, plans or other storage medium) relating to the business or any other technical, financial or commercial affairs of a party or any of its Affiliates disclosed in connection with the Project, whether in writing, orally or by any other means, and whether or not that information is marked "confidential", to one party ("the Recipient") by the disclosing party, (the "Disclosing Party") and whether disclosed directly by one party to this Agreement to another party to this Agreement or by a third party on behalf of a party to this Agreement and whether before or after the date of this Agreement, but shall exclude any information which:
 - (i) is in or comes into the public domain in any way without breach of this Agreement by the Recipient; or
 - (ii) the Recipient can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Recipient from the Disclosing Party under an obligation of confidence; or
 - (iii) the Recipient can show was developed by or for the Recipient at any time independently of any information disclosed to it by the Disclosing Party; or
 - (iv) the Recipient obtains or has available from a source other than the other party without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or
 - (v) is hereafter furnished to the Recipient by a third party without restriction on disclosure or use; or
 - (vi) is disclosed by the Recipient with the prior written approval of the Disclosing Party in accordance with the terms of such written approval.

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2. Termination

This Agreement shall govern all communications relating to Confidential Information between the parties hereto within the scope of the Purpose until such time as this Agreement is either expressly superseded by a subsequent agreement between the parties hereto or upon either party giving to the other not less than seven (7) days prior notice in writing of termination, whichever is earlier, provided always that the obligations set forth in this Agreement shall survive the termination or expiration of this Agreement, howsoever arising for a period of 3 years.

On termination or expiration of this Agreement, the parties shall, on written request, return (or procure the return) of all copies or reproductions of any Confidential Information so received to the other party or destroy (or procure the destruction of as relevant) all the other party's Confidential Information and any copies thereof.

3. Handling of Confidential Information

The Recipient shall maintain the other party's Confidential Information in confidence and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than those which the Recipient applies to its own Confidential Information, which the Recipient warrants as providing the protection against unauthorised disclosure, copying or use required by the terms and conditions of this Agreement. The Recipient shall ensure that disclosure of the Confidential Information by any means (including without limitation by means of email communication) is restricted to those employees, directors, advisors or Contractors of the Recipient, and/or its Affiliates who need access to the Confidential Information for the Purpose and who have agreed to be bound by the terms of this Agreement. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. Where any Confidential Information is incorporated into any documents prepared by the Recipient, such documents (and any copies thereof) shall remain the property of the Recipient but shall be destroyed in accordance with clause 2 upon the termination of this Agreement.

4. Limitations and Warranty

- (a) The Recipient shall:
 - (i) use the Confidential Information only for the Purpose; and
 - (ii) not divulge the other party's Confidential Information, in whole or in part, and by any means, to any third party; and
 - (iii) make no other commercial use of the Confidential Information or any part of it without the prior written consent of the other party.
- (b) The Recipient agrees that if it becomes aware of any breach of the terms hereof it shall promptly notify the Disclosing Party of the same and shall give (or procure that there is given) to the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute in respect of any such breach against any of the Persons referred to in clause 3 and will use its best endeavours to prevent the occurrence of any further breach of the terms hereof.
- (c) Notwithstanding the foregoing, the Recipient shall be entitled to make any disclosure of the Confidential Information required by law, regulation or on behalf of any competent regulatory authority or by a court of competent jurisdiction provided that (if legally possible to do so) it gives the Disclosing Party as much prior written notice thereof as reasonably practicable and disclosure will be made only to the extent required, and subject to the Person(s), bodies or entities to whom the information is so disclosed being bound by obligations of confidentiality to the extent reasonably possible.
- (d) The Recipient acknowledges that Confidential Information is disclosed on an "as is" basis. In no event shall the Disclosing Party be liable for the accuracy or completeness of any Confidential Information. The Disclosing Party gives no representations, warranties, assurance, guarantee or other inducement of any kind whether express or implied including any implied warranties of satisfactory quality and fitness for a particular purpose with respect to the Confidential Information.
- (e) Notwithstanding the foregoing, the Recipient shall not be entitled to show the Project or disclose any correlative information to media organization or public without discloser prior written permission.

5. Affiliates

The parties recognise that each of them may be part of an organisation of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each party to provide Confidential Information to its affiliated companies. For this purpose, each party agrees that:

- (a) the Recipient may disclose Confidential Information received by it to an Affiliate but only to the extent that such Affiliate has a need to know such Confidential Information for the Purpose;

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- (b) disclosure by or to an Affiliate of a party hereto shall be deemed to be a disclosure by or to that party, as applicable; and
- (c) each party guarantees the observance and proper performance by its Affiliates of the terms and conditions of this Agreement.

6. **Disclaimer**

All rights in the Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly contained in this Agreement are granted or to be implied. In particular, no licence is granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either party.

6. **Business Autonomy**

Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into any business relationship or shall preclude, impair or restrict either party from continuing to engage in its business, otherwise than in breach of the terms of this Agreement. The parties further agree not to make, issue or release any announcement, statement or acknowledgment to any third party or to the public of the existence of this Agreement, or of the discussions between the parties or any evaluation being undertaken by either party in connection with either the Project or any Confidential Information, without the prior written consent of the other party, except as may be required by law.

7. **Waiver**

Any failure to exercise any right or remedy available to a party does not limit that party's rights to exercise that or any other right or remedy. Any waiver or variation of the terms of this Agreement must be in writing and signed by both parties.

8. **Remedies**

Each party acknowledges that remedies at law may be inadequate to protect the other against, and that damages would not be adequate compensation for, a breach of this Agreement. In the event of a breach of this Agreement by a party, that party hereby in advance agrees and consents to the granting of an injunction (whether interlocutory or otherwise) against it to prevent disclosure or use by it of the other party's Confidential Information or the remedy of specific performance or any other equitable relief for any threatened or actual breach of any such term, provision or condition of this Agreement.

9. **Severability**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10. **Entire Agreement, Governing Law and Jurisdiction**

This Agreement constitutes the entire agreement and understanding between the parties in respect of the Confidential Information and supersedes all previous agreements, understandings and undertakings, in such respect. The parties agree that any dispute arising from this Agreement shall be settled by litigation in the courts of Aveiro, Portugal.

EXECUTION

Signed for and on behalf of **Gamma Informatique**

Signed for and on behalf of **Softi9, Lda.**

SIGNATURE:

(Authorised signatory)

SIGNATURE:

PRINT NAME:

Emna Haouala

PRINT NAME:

Jorge Pinto

TITLE:

General Manager

TITLE:

General Manager

DATE:

15/06/2022

DATE:

15/06/2022

Handwritten signature of Emna Haouala and a blue circular stamp. The stamp contains the text: 'MPS', 'Centre Urbain Nord - 1003 Tunis', 'Tél : 71 822 545', 'Fax : 71 822 701', 'M. 416 - Centre', 'Tél : 71 822 124', 'Fax : 71 822 901', 'M. 416 - Centre'.