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## **MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into as August 19<sup>th</sup>, 2024 (the "**Effective Date**") between

GAIT SE ASIA PTE LTD (COMPANY NUMBER: 202238741E) a company incorporated in Singapore with its address at 328 North Bridge Road, Raffles Arcade, #02-20, Singapore 188719.

**&**

PT. STRATA PACIFIC (COMPANY NUMBER: 2702230091723 ) Sedayu Square Blok L No.30-32, Jl. Outer Ring Road Cengkareng, Jakarta Barat, DK Jakarta , Indonesia 11730.

The parties agree as follows:

**1. Confidential Information.** The parties acknowledge and agree that in the course of exploratory discussions and consideration of a potential or continuing contractual or business relationship between the parties (the "**Purpose**"), a party (the "**Receiving Party**") may have access to information, whether orally or in writing, electronically, digitally, or physically by any media, or visually by inspection of facilities or otherwise, from the other party (the "**Disclosing Party**") which the Disclosing Party either has identified as confidential or proprietary or that would be understood to be confidential or proprietary by a reasonable person under the circumstances ("**Confidential Information**"). Each party shall: (A) maintain the confidentiality of each other's Confidential Information and not disclose it to any third party, except as authorized by the original Disclosing Party in writing; (B) restrict disclosure of, and access to, Confidential Information to employees, contractors, agents or consultants who have a "need to know" and who are bound to maintain the confidentiality of the Confidential Information by nondisclosure obligations no less restrictive than those contained herein; (C) handle Confidential Information with the same degree of care the Receiving Party applies to its own confidential information, but in no event, less than reasonable care; (D) use the Disclosing Party's Confidential Information only for the Purpose and not for any other purpose; and (E) promptly notify the other party upon discovery of any unauthorized use, access or disclosure of the Confidential Information, take reasonable steps to regain possession and protection of the Confidential Information, and prevent further unauthorized action or breach of this Agreement.

**2. Exceptions.** The Receiving Party has no obligation to preserve the confidentiality of any information that is: (A) previously known, or received rightfully by the Receiving Party without any obligation to keep it confidential; (B) distributed to third parties by the Disclosing Party without restriction; (C) explicitly approved for release by written authorization of the Disclosing Party; (D) publicly available other than by unauthorized disclosure by the Receiving Party; (E) independently developed by the Receiving Party without the unlawful use of any of the Disclosing Party's Confidential Information or any breach of this Agreement; or (F) required to be disclosed under applicable law, court order, or other governmental authority lawfully demanding Confidential Information, provided that the Receiving Party complies with the obligations in Section 3.

**3. Compelled Disclosure.** If a Receiving Party is required to disclose Confidential Information under applicable law, court order or other governmental authority lawfully demanding Confidential Information, the Receiving Party



shall: (A) to the extent legally permissible, give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to the disclosure and to seek a protective order or other appropriate remedy; (B) use reasonable efforts to limit disclosure; (C) disclose only the Confidential Information specifically required and only to the extent compelled to do so; and (D) continue to maintain confidentiality after the required disclosure.

**4. Ownership; No Obligation or Restriction.** Confidential Information disclosed under this Agreement will remain the property of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights in its Confidential Information. All rights in the Confidential Information are reserved by the Disclosing Party. Further, nothing contained in this Agreement shall compel Disclosing Party to furnish information to the Receiving Party. All information shall be furnished on an "as-is" basis, without a representation or warranty of any kind as to its accuracy or completeness. Nothing in this Agreement will prohibit or restrict either party's right to develop, use, market, distribute or otherwise provide for itself or third parties products or services similar to or competitive with those of the other party disclosed in any Confidential Information as long as it does not breach this Agreement. Each party acknowledges that the other party may already have products or services similar to or competitive with those disclosed in the party's Confidential Information.

**5. Copying.** Except as reasonably required for the Purpose, the Receiving Party will not copy or reproduce Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.

**6. Return.** The Receiving Party will return, or, at the Disclosing Party's option, destroy (including deletion of data), all Confidential Information that the Disclosing Party made available to the Receiving Party under this Agreement, including any copies made by the Receiving Party, upon request of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain, subject to the terms of this Agreement, a copy of the Confidential Information as required for compliance with its internal recordkeeping requirements.

**7. Publicity.** Neither party may use the name, trade name, trademark, logo, acronym or other designation of the other party externally in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party.

**8. Remedies.** To enforce the terms of this Agreement, a party may seek all remedies available to it under applicable laws, including but not limited to, seeking to stop the other party from continuing to disclose its Confidential Information in violation of this Agreement. In addition, in countries where equitable remedies are available, the Receiving Party agrees that the unauthorized disclosure of the Disclosing Party's Confidential Information may cause irreparable injury to the Disclosing Party and that, in the event of a violation or anticipated or threatened violation of any of Receiving Party's obligations hereunder, the Disclosing Party may have no adequate remedy at law and shall therefore be entitled to seek enforcement of such obligation by specific performance, or appropriate temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction.

**9. Affiliate(s).** Affiliates of a party may disclose and/or receive Confidential Information hereunder, in the same manner as that party, and shall be considered a Disclosing Party and/or a Receiving Party, as applicable, under the terms of this Agreement. "Affiliate(s)" shall mean any entity, whether incorporated or not, that is controlled by or under common control with a party and its successors, and "control" (or variants of it) shall mean the ability



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whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise. Affiliates shall not be considered third parties under this Agreement.

**10. Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, and whether oral or written, and whether by either party, any of their Affiliates, or any of their employees, officers, directors, agents or shareholders. This Agreement may be executed in any number of counterparts and executed by image capturing technology (including by electronic signature) or by other electronic communication as agreed upon by the parties, such execution to be considered an original for all purposes, and all of which together shall constitute one and the same instrument, notwithstanding that the parties may not both be signatories to the original or the same counterpart.

**11. Assignment and Waiver.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**12. Modification.** This Agreement can only be modified by the mutual written agreement of the parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will be deemed modified to the extent necessary in the court's or panel's option to render such term or provision enforceable, while preserving to the fullest extent permissible, the intent and agreements of the parties as provided in this Agreement. Nothing in this Agreement is intended to confer on any third party any benefit or any right to enforce any term of this Agreement.

**13. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Singapore without giving effect to conflict of law rules.

**14. Jurisdiction.** The Singapore court shall have the exclusive jurisdiction for the first instance over any lawsuit in connection with this Agreement.

**15. Term, Termination and Survival.** This Agreement shall be effective from the Effective Date and shall continue to be in force for a period of one (1) year unless otherwise terminated by the party upon thirty (30) days' prior written notice to the other party. The restrictions and obligations under Section 1 of this Agreement shall survive three (3) years, and other restrictions and obligations under this Agreement shall survive indefinitely any expiration or termination of this Agreement.



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**IN WITNESS WHEREOF** the Parties to this Agreement have caused this Agreement to be duly executed on the day first above written.

Signed for and on behalf of

**GAIT SE ASIA PTE. LTD.**

By: 

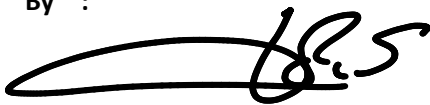
**Name:** Saurav J Bansal

**Title:** Chief Executive Officer

Signed for and on behalf of

**PT. STRATA PACIFIC**

By :



**Name** : Johan Satria Putra

**Title** : President Director