

# **MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made this ...THURSDAY., June 01, 2023.

Between

CODEOX TECHNOLOGIES LLP (Company No.ABC-7786) a company incorporated under the laws of India, with its operating office at Calicut, YMCA Cross Rd, Emas Building, 2<sup>nd</sup> Floor, State of Kerala, India (hereinafter referred to as "Codeox") of the one part;

And

INTERNATIONAL ISLAMIC CHARITY ORGANIZATION (IICO) is a company incorporated under the laws of KUWAIT, with its place of business at KUWAIT AND INTERNATIONAL REGIONS (hereinafter referred to as "the Company / IICO ") of the other part.

## **WHEREAS:**

- A. Codeox and the Company intend to start a discussion and analysis of Codeox products, requirements, specifications, and know-how Codeox as Digital transformation and innovation company, during discussions, will be disclosing certain commercially valuable, proprietary and confidential business, financial, technical, strategies, plans and other information to the company.
- B. Codeox and IICO wish to engage in discussions and activities related to the development of a website for IICO (the "GCPS Website"), and the IICO desires to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purposes of the Project;
- C. Both parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY** agreed by the parties as follows:

## **1. DEFINITIONS**

- 1.1 **"Confidential Information"** is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not stated as "Confidential", including without limitation, information relating to the business, financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, contract terms and conditions and all information of any kind relating to either party, their respective shareholders and/or related or associated companies which are disclosed, submitted or howsoever made available by or on behalf of one party to the other or to their Personnel for the purpose of or in connection with the Project, whether before or after the date of this Agreement.
- 1.2 **"Disclosing Party"** means the party disclosing the Confidential Information
- 1.3 **"Personnel"** means either party's employees, officers, advisors, consultants or agents
- 1.4 **"Receiving Party"** means the party receiving the Confidential Information

## **2. MUTUAL UNDERTAKING**

- 2.1 Both parties agree and undertake:
  - 2.1.1 to hold the Confidential Information of the other party in the strictest confidence and to not at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Project; and

- 2.1.2 not to disclose or divulge the Confidential Information of the other party to any person whatsoever without the prior written consent of the other party except to those persons more particularly identified in paragraph 3.1.1 below.

### **3. OBLIGATIONS OF CONFIDENTIALITY**

- 3.1 Both parties hereby covenant and agree to do all the following:

- 3.1.1 to restrict the dissemination, circulation, and supply of the Confidential Information of the other party or any part thereof to their Personnel who are directly involved with the Project and only to the extent necessary for each of them to perform their duties.
- 3.1.2 to use their respective best endeavours to ensure and procure that none of their Personnel will do any act, matter, or thing which, if done by that party, would constitute a breach of the obligations of that party under the terms of this Agreement.
- 3.1.3 to take all reasonable action to prevent unauthorised disclosure or use of the Confidential Information of the other party.
- 3.1.4 inform and advise their Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

### **4. EXCEPTIONS**

- 4.1 The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which: -

- 4.1.1 prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
- 4.1.2 is explicitly approved for release by written authorisation of the Disclosing Party;
- 4.1.3 was known to the Receiving Party at the time of disclosure as shown by written records in existence at the time of disclosure;
- 4.1.4 was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
- 4.1.5 is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, including without limitation, a recognised stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure

### **5. DURATION OF OBLIGATION**

- 5.1 Save as set out in clause 5.2, the obligations of the parties with regards to the Confidential Information disclosed under or in connection with this Agreement shall continue in effect for a period of three (3) years from the date of disclosure.
- 5.2 Notwithstanding anything contained in this Agreement, all confidential information relating to customers shall be kept confidential at all times without limitation of time.
- 5.3 Clauses 5.1, 5.2, 5.3, 6.1 and 7 shall survive the expiry of this Agreement.

### **6. OWNERSHIP OF CONFIDENTIAL INFORMATION**

- 6.1 The parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license or any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Disclosing Party's Confidential Information to the Receiving Party.

## **7. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 7.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party, except for a reasonable number of copies necessary to carry out the transactions contemplated by or pursuant to this Agreement.
- 7.2 Upon request by the Disclosing Party and at the Disclosing Party's direction, the Receiving Party shall forthwith:
- 7.2.1 return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or
  - 7.2.2 destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

## **8. NO LICENCE**

- 8.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorised by this Agreement.
- 8.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

## **9. REMEDIES FOR BREACH**

- 9.1 Both parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.
- 9.2 The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.

## **10. OWNERSHIP AND DEVELOPMENT RIGHTS.**

- 10.1 Nothing in this Agreement shall be construed as the Disclosing Party explicitly or implicitly granting/vesting any rights pertaining to the ownership or development of the Confidential Information. In addition to the restrictions of this Agreement, Disclosing Party reserves its rights over the Confidential Information under applicable laws except as otherwise expressly provided in this Agreement.

## **11. LAWS AND JURISDICTION**

- 11.1 This Agreement shall be subject to Kuwait & Indian laws. Kuwait & Indian Courts shall have the exclusive jurisdiction to hear any dispute arising under or in connection with this Agreement.

## **12. NO WAIVER OR ACQUIESCENCE**

- 12.1 No delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the party's right or

powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

### **13. AMENDMENTS**

- 13.1 This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the parties, regarding the subject matter of this Agreement. Any amendments to this Agreement shall only be effective if agreed in writing and signed by both parties.

### **14. BINDING EFFECT**

- 14.1 This Agreement shall be binding on the heirs, permitted assigns and successors in title of the parties hereto.

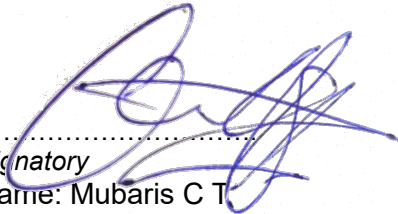
### **15. NO OBLIGATION TO PROCURE PRODUCTS OR SERVICES**

- 15.1 In no event shall this Agreement or the parties' agreement to enter into this Agreement be construed to mean that either party shall procure from or shall be obliged to procure from the other party any products or services or to enter into any transaction or be obliged to enter into any transaction with each other.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the date and year first above written.

For and on behalf of **CODEOX TECHNOLOGIES LLP.**  
in the presence of:-

  
.....  
*Signatory*  
Name: Mubaris C T  
Designation: CEO  
Date:

For and on behalf of  
in the presence of:-

  
.....  
*Signatory*  
Name: FATO MOHAMMED ABDULFATTAH  
Designation: IT MANAGER, IICO  
Date: 01 Jun 2023