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## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT IS ENTERED INTO AS OF 5<sup>th</sup> JUNE 2024 BY AND BETWEEN:

1. **Coopers Hill Singapore Pte. Ltd** a company incorporated in Singapore with its principal place of business at 108 Pasir Panjang Road, #03-10/11, Golden Agri Plaza, Singapore 118535 (hereinafter referred to as the "**Discloser**", which expression shall include its successors and permitted assigns);

AND

2. **Smash Code** a company incorporated in Pakistan with its principal place of business at Faisalabad Street No.5 Usman Town, 38000 (hereinafter known as "**Recipient**," which expression shall include its successors and permitted assigns),

(each a "**Party**" and collectively the "**Parties**").

### WHEREAS:

- (a) The Parties intend to enter into discussions to explore the possibility of undertaking the Proposed Transaction (as defined below) (the "**Purpose**"), and each Party (whether itself and/or through its Representatives) has or will be disclosing Confidential Information (as defined below) to the other Party.
- (b) The Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

### IT IS AGREED:

#### 1. DEFINITIONS

In this Agreement, unless inconsistent with the context or otherwise specified, the following words shall have the following meanings:

"**Affiliate**" means any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, that directly or indirectly control, are controlled by, or are under common control with a Party. An affiliate shall be deemed to have control if they have the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise. In respect of CEL, "Affiliate" shall also include the potential joint venture partner in respect of the Proposed Transaction.

"**Agreement**" means this Non-Disclosure Agreement.

"**Confidential Information**" means all information relating to the Proposed Transaction which are disclosed by a Party or any of its Representatives to the other Party on or after the date of this Agreement in connection with the Purpose, whether commercial, financial, technical, or otherwise, and whether disclosed in writing



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(including in written, visual, pictorial, machine readable or any other form) or disclosed orally, including without limitation:

- (a) information relating directly or indirectly to the Proposed Transaction and if applicable, its business, including but not limited to revenue and financial projections and details of, trade secrets, know-how, strategies, ideas, operations, compliance information, processes, methodologies, and practices;
- (b) (if applicable) information relating directly or indirectly to plans, know-how and business affairs or those of the disclosing Party's and/or its affiliates' suppliers, customers (including potential customers) and clients; and
- (c) any information resulting directly or indirectly from the discussions or negotiations relating to the Purpose including any term sheet to be entered into between Parties, and all copies, notes, records, and all related information (in any form) generated by the receiving Party based on or arising from any disclosures for the Purpose;

**"Representatives"** means in respect of any Party, its Affiliates and the directors, officers, employees, agents, bankers, financial sources or potential financial sources, consultants, and professional advisers of such Party and its Affiliates, collectively.

**"Proposed Transaction"** means matters relating to the proposed development of Coopers Hill's resourcing website.

## 2. DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 Subject to this Agreement, a Party may make Confidential Information available to the other Party from time to time for the Purpose, provided always that nothing in this Agreement requires any Party to make any Confidential Information available to the other Party and any disclosure of any Confidential Information by the disclosing Party to the receiving Party is at the absolute discretion of the disclosing Party.
- 2.2 The receiving Party shall not disclose the Confidential Information to any other party, other than to its Representatives having a need to know and only to the extent necessary for the Purpose.
- 2.3 The receiving Party shall not copy, exploit, or use the Confidential Information in any manner, other than for the Purpose.
- 2.4 To the extent that the Confidential Information contains data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the receiving Party has or is likely to have access ("**Personal Data**"), use the Personal Data only as is strictly necessary for the Purpose, and not collect, use, or disclose such Personal Data for any other purposes and/or disclose such Personal Data to any other parties.
- 2.5 If the receiving Party is uncertain as to whether any information is Confidential Information, the receiving Party shall treat the information as if it were Confidential Information unless otherwise agreed in writing by the disclosing Party.



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### **3. STANDARD OF CARE**

The receiving Party undertakes that it shall:

- 3.1 In respect of Confidential Information, exercise at least the same degree of care as it exercises with respect to its own confidential information of like importance which it does not want disclosed to others, and in any event shall exercise reasonable care in safeguarding the confidentiality of Confidential Information;
- 3.2 At the disclosing Party's request made at any time deliver up to or destroy at the receiving Party's own cost and expense all documents and any other material in any medium in the possession, custody, or control of the receiving Party and/or any of its Representatives that bear or incorporate any part of Confidential Information;
- 3.3 Ensure that its Representatives are bound to the same extent and on terms at least as restrictive as the receiving Party is bound to under the terms of this Agreement, and shall be responsible for the acts and omissions of its Representatives as if the acts and omissions are those of the receiving Party;
- 3.4 Immediately notify the disclosing Party of any unauthorised disclosure or use of Confidential Information of which the receiving Party becomes aware and will take all steps which the disclosing Party may reasonably require in relation to such unauthorised disclosure or use; and
- 3.5 Render all assistance as may be reasonably requested by the disclosing Party to ensure due performance of the confidentiality obligations under this Agreement.

### **4. TITLE AND INTELLECTUAL PROPERTY RIGHTS**

- 4.1 All Confidential Information disclosed by the disclosing Party is acknowledged by the receiving Party to be the property of the disclosing Party and the disclosure of Confidential Information shall not be deemed to confer any proprietary rights to that Confidential Information on the receiving Party beyond those contained in this Agreement.
- 4.2 All title, rights and intellectual property of whatever nature (including but not limited to copyright, patents, trademarks, registered designs, and the right to apply thereof) relating to the Confidential Information are vested in the disclosing Party and no rights, interests, or licenses in any part of the Confidential Information are granted or transferred either explicitly or implicitly to the receiving Party.
- 4.3 Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party.

### **5. CONSEQUENCES OF BREACH**

In the event that there is a breach of any term in this Agreement for whatever reason, the Party in breach will promptly advise the other Party of such breach if it is aware of such breach without impairing any other term herein.



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## 6. DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 In the event that the Parties do not proceed with the Purpose, the disclosing Party may request in writing that any material containing Confidential Information and any copies of such shall be destroyed by the receiving Party and the receiving Party shall comply with any such request within three (3) days of receipt of such request.

## 7. EXCLUDED INFORMATION

7.1 The obligations of the receiving Party in this Agreement shall not apply to, and the receiving Party shall not be liable for disclosure of Confidential Information which:

- (a) is in or becomes generally available to the public other than by reason of breach of this Agreement by the receiving Party or its Representatives;
- (b) is disclosed with the prior written approval of the disclosing Party
- (c) is independently developed by the receiving Party or any of its Representatives whether or its own or jointly with a third party or parties; or
- (d) is required to be disclosed by any law, judicial order or decision, request or any regulation or rule or any governmental, supervisory or regulatory authority (including without limitation any relevant stock exchange or securities council) (collectively, the “**Legal Requirements**”), provided always that the receiving Party (i) notifies the disclosing Party in writing as far as possible in advance of the disclosure so as to allow the disclosing Party to take legal or other action to protect its Confidential Information, (ii) discloses only such Confidential Information as would be required to comply with the Legal Requirements, and (iii) continues to maintain the confidentiality of the Confidential Information in all other circumstances.

7.2 In the event that the receiving Party is requested or required by any law, judicial order or decision, request or any regulation or rule or any governmental, supervisory or regulatory authority (including without limitation any relevant stock exchange or securities council) to disclose Confidential Information in any legal proceedings or otherwise, the receiving Party shall only disclose that portion of Confidential Information which may be legally required or requested by such law, judicial order or decision, request or any regulation or rule or any governmental, supervisory or regulatory authority (including without limitation any relevant stock exchange or securities council).

## 8. NO PUBLICITY

8.1 Subject to Clause 8.2 below, each Party agrees that this Agreement, its terms and the possible co-operation or transaction contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof, are confidential in nature and shall not be disclosed to any third party (other than its Representatives) unless the prior written consent of the other Party has been obtained (such consent not to be unreasonably withheld) or unless disclosure is required by any law, judicial order or decision, request or any regulation or rule of any governmental, supervisory or regulatory authority.



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8.2 The foregoing restrictions in Clause 8.1 shall not apply, in relation to either Party and its Representatives, to its/their response(s) to any media or press inquiries or statements, which are necessary to clarify or refute any inaccurate or misleading statement or belief arising out of any disclosure and/or speculation by third party or parties and such Party shall not be responsible for any statement or act of a third party.

## **9. INJUNCTIVE RELIEF**

9.1 The receiving Party acknowledges and accepts that the disclosing Party and/or its Affiliates may suffer financial and other loss and damage in the event of any breach of the receiving Party's obligations under this Agreement and that monetary damages would not be a sufficient remedy.

9.2 The receiving Party acknowledges and accepts that, in addition to any other remedy that may be available in law or equity, the disclosing Party and/or its Affiliates is entitled to seek injunctive relief, specific performance or other equitable relief for any threatened, anticipated, or actual breach of, and/or to enforce, the receiving Party's obligations under this Agreement.

## **10. NO COMMITMENT OR WARRANTIES**

10.1 The Parties agree that the disclosure and receipt of Confidential Information under this Agreement shall not be construed as creating any obligation or any expectation on the part of either Party to enter any commitment or relationship regarding any transaction with the other Party.

10.2 Each Party reserves for itself the right to determine which Confidential Information to disclose to the other Party, whether it will disclose its Confidential Information to the other Party, and the nature and timing of such disclosures.

10.3 Neither Party nor its Representatives makes any express or implied representation or warranty and does not assume responsibility or liability for the contents, authenticity, origin, validity, accuracy or completeness of the Confidential Information, the reasonableness of any assumption contained in it or any errors or omissions in or from the Confidential Information disclosed under this Agreement. The receiving Party and its Representatives shall have no claim against the disclosing Party and its Representatives for any loss resulting from use of Confidential Information by the receiving Party or its Representatives.

## **11. NOTICES**

11.1 All notices to or by the respective Parties shall be addressed as follows:

**Coopers Hill Singapore Pte Ltd.**

Address: 108 Pasir Panjang Road, #03-10/11, Golden Agri Plaza, Singapore 118535 E-mail:  
Singapore@coopershillsign



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11.2 Any notice required under this Agreement shall:

- (a) be given in writing and in the English Language and sent to the address of the Party for which it is intended to be given, or such other address as shall have been notified to the other Party in accordance with this Clause; and
- (b) be sent by registered post or equivalent, courier or other electronic mail.

11.3 A notice given under this Clause shall be deemed to have been received:

- (a) if posted, three (3) working days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) working days after the date of posting; or
- (b) in the case of electronic mail, on the date of dispatch; or
- (c) if couriered, upon delivery.

## **12. DURATION**

This Agreement shall be effective from the date hereof, or the date of completion of the Proposed Transaction, whichever the earlier.

## **13. GENERAL TERMS**

13.1 No amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by an authorized representative of each of the Parties.

13.2 The failure to enforce or to require the performance at any time of any one of the provisions of this Agreement shall not construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

13.3 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, void or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

13.4 The headings of paragraphs are included in this Agreement for the purposes of information and convenience only and shall not affect the meaning or be used in interpreting the terms of this Agreement.

13.5 This Agreement includes the entire understanding of the Parties with respect to the safeguarding of the Confidential Information and the other matters addressed herein and supersedes all prior communications, agreements, statements, and representations written or oral with respect thereto.



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13.6 This Agreement shall not be assigned by either Party unless with the prior consent in writing of the other Party.

13.7 For the avoidance of doubt, nothing contained herein shall compel or oblige any Party to continue to participate in discussions or other activities or enter the transaction(s) contemplated hereunder or any agreement or arrangement in connection with the Purpose with the other Party.

13.8 This Agreement may be executed in any number of counterparts and delivered by means of facsimile transmission or otherwise, and each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

#### 14. APPLICABLE LAW AND JURISDICTION

14.1 This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

14.2 The Parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

#### 15. THIRD PARTY RIGHTS

Save for any of each Party's Affiliates, this Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Singapore Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) and therefore a person who is not a party to this Agreement has no right to enforce any term herein.

The Parties have entered into this Agreement on the day and year first above written.

For and on behalf of  
**Coopers Hill Singapore Pte. Ltd.**

Signature:

Name: Allen Kerton  
Title: Design Principal & Partner

For and on behalf of  
**Smash Code**

Signature:

Name: Muhammad Ismail  
Title: Web developer



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