

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of **June 12, 2022** (the "Effective Date") by and between:

**Disclosing Party:** **TECHLYSIUM**, as a(n) (Check one) ☐ Individual  
☐ Corporation ☒ **Limited Liability Company** ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ("Disclosing Party") and

**Receiving Party:** \_\_\_\_\_, as a(n) (Check one) ☐ Individual  
☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ("Receiving Party")

In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

**Confidential Information.** Confidential information is:

**All information shared by Disclosing Party.** "Confidential Information" shall mean (i) all information relating to Disclosing Party's products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of Disclosing Party's facilities; and (iv) all other non-public information provided by Disclosing Party whosoever. All Confidential Information shall remain the property of Disclosing Party.

The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which Disclosing Party considers confidential:

**'Accounting Information'** which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.

**'Business Operations'** which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to Disclosing Party's daily and long-term plans for conducting Disclosing Party's business.

**'Computer Technology'** which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.

**'Customer Information'** which includes the names of entities or individuals, including their affiliates and representatives, that Disclosing Party provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.

**'Intellectual Property'** which includes patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, in each case whether registered or unregistered and including applications for registration, in all rights or forms anywhere in the world.

**'Marketing and Sales Information'** which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Disclosing Party and its products or services.

**'Proprietary Rights'** which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.

**'Procedures and Specifications'** which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by Disclosing Party for the manufacture, preparation, packaging and labelling, and sale of its products or services.

**'Product Information'** which includes Disclosing Party's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.

**'Service Information'** which means the services provided by Disclosing Party, including the method, details, means, skills and training, which consists of all data, software and documentation related thereto.

**'Software Information'** which means the proprietary computer programs of Disclosing Party, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.

**Obligation to Maintain Confidentiality.** With respect to Confidential Information:

- a. Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;

b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;

c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party;

d. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and

e. The obligation not to disclose Confidential Information shall:

Survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

**4. Non-Disclosure of Transaction.** Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiation concerning the Transaction.

#### **5. Non-Compete.**

Receiving Party agrees that at no time will Receiving Party engage in any business activity which is competitive with Disclosing Party, nor work for any company which competes with Disclosing party:

During the term of Receiving Party's relationship with Disclosing Party.

#### **Non-Solicitation.**

Receiving Party agrees not to solicit any employee or independent contractor of Disclosing Party on behalf of any other business enterprise, nor shall Receiving Party induce any employee or independent contractor associated with Disclosing Party to terminate or breach an employment, contractual or other relationship with Disclosing Party: (Check one)

During the term of Receiving Party's relationship with Disclosing Party.

**Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

**Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via email.

11. **Termination.** This Agreement will terminate on the earlier of:

(-) the written agreement of the parties to terminate this Agreement;

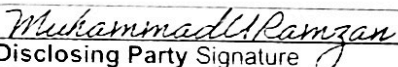
12. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

13. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of **Maryland**, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of **Maryland** for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Disclosing Party:

		Muhammad Umair Ramzan
Disclosing Party Signature		Disclosing Party Full Name

June 12, 2022	
Date	

Receiving Party:

		Abdul Zamir Rahimi
Receiving Party Signature		Receiving Party Full Name

06-12-2022	
Date	