

LEGAL · MUTUAL AGREEMENT

Mutual Non-Disclosure Agreement

Reference No.: ZDV-NDA-198703016-2026 · Effective Date: on signature

PRIVATE & CONFIDENTIAL

This Mutual Non-Disclosure Agreement (this “
Effective Date by and between:

PARTY A

Zeytoun Dynamics Ventures LLC-FZ, a free zone limited liability company incorporated under the laws of the United Arab Emirates, holding Commercial License No. [Insert License Number], with registered office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, UAE, operating under the 030.Group brand, together with its subsidiaries, affiliates, portfolio companies and strategic partners (“Zeytoun Dynamics” / “Party A”).

PARTY B

[Counterparty Legal Name], a [entity type] incorporated under the laws of [jurisdiction], holding Commercial Registration/License No. [Insert Number], with registered office at [Registered Address, City, Country] (“the Counterparty” / “Party B”).

Each individually a “Party” and collectively the “Parties.”

(A) The Parties wish to explore, evaluate, discuss and potentially enter into a business relationship, engagement, partnership, referral arrangement, technology integration, investment, or commercial transaction (the “Proposed Relationship”);

(B) In connection with the Proposed Relationship, each Party may disclose certain confidential, proprietary and commercially sensitive information;

(C) The Parties wish to set out the terms upon which such information shall be disclosed, received, held and protected;

(D) This Agreement is intended to be binding upon both Parties with equal and reciprocal obligations, and shall be governed by Section 10 below.

Now, therefore, in consideration of the mutual covenants herein, the Parties agree as follows:

means any and all non-public information disclosed by either Party (the “Disclosing Party”), or on its behalf, to the other Party (the “Receiving Party”), whether before, on or after the Effective Date, in any form, and regardless of whether marked “confidential.” It includes, without limitation:

- (a) business, financial, operational and strategic information — business plans, forecasts, pricing, margins, cap tables and investor information;
- (b) technical information — source code, algorithms, system architecture, APIs, datasets, AI/ML models and training data, product specifications and prototypes;
- (c) commercial information — customer and supplier lists, partner and referral relationships, proposals, tenders and contract terms;
- (d) intellectual property, trade secrets, know-how and inventions, whether or not patentable;
- (e) the existence, status and terms of the discussions or relationship between the Parties; and
- (f) any notes, analyses, summaries, memoranda, reports or materials prepared by the Receiving Party derived from the foregoing.

Confidential Information expressly includes information relating to or originating from any affiliate, subsidiary, portfolio company or strategic partner of the Disclosing Party (including, where Party A is the Disclosing Party, its 030.Group brand and portfolio companies), which receives the same protection as if disclosed directly. For entities that join the 030.Group ecosystem after the Effective Date, this extension applies only to information actually disclosed to the Receiving Party and identified, at disclosure or promptly thereafter, as originating from such entity; it imposes no duty to protect information the Receiving Party could not reasonably have known was subject to this Agreement, and no obligation to make enquiries as to the composition of the ecosystem. “Strategic partner” means an entity with which Zeytoun Dynamics has a formal written contractual relationship for joint development, distribution, or commercialisation (such as Entropy-X or a successor), and does not extend to informal or unwritten relationships.

means information the Receiving Party can demonstrate by contemporaneous written record: (i) was already lawfully in its possession free of restriction before disclosure; (ii) is or becomes publicly available through no breach by the Receiving Party (demonstrable by any reasonable and credible evidence); (iii) is lawfully received from a third party without restriction; (iv) was independently developed without use of or reference to the Disclosing Party's Confidential Information; or (v) is required to

be disclosed by law, regulation, regulatory authority, or enforceable court order — provided the Receiving Party gives prompt prior written notice (where legally permitted), cooperates to seek protective relief, and discloses only the minimum required.

means enabling the Parties to evaluate, discuss, negotiate, structure and/or implement the Proposed Relationship between Party A (operating under 030.Group, with its subsidiaries, affiliates, portfolio companies and strategic partners) and the other Party, including related due diligence, technical evaluation, product development, pilot, or commercial discussion. The Purpose is limited to matters connected with the Proposed Relationship in Recital (A) and does not extend to any other relationship, product, or transaction, which would require a separate written agreement.

means a Party's directors, officers, employees, contractors, professional advisors (including legal counsel and financial advisors) and agents with a legitimate need to access Confidential Information for the Purpose and who are bound by confidentiality obligations no less protective than this Agreement.

has the meaning in Section 8.1.

means the commercial brand under which Party A and its subsidiaries, affiliates, portfolio companies, products and ventures (including but not limited to Vanar 030, SmartSign, Qallora, Collectara, and any future subsidiaries, joint ventures, investments, SPVs or products) conduct business. As further provided in Section 11.8, 030.Group is not a separate legal entity.

means, in respect of a Party, any specific client, customer, vendor, investor, or business partner that is: (a) listed in Schedule 1, as updated under Section 1.7.1; or (b) identified by name in a written notice (including email) from the introducing Party within ten (10) business days after first introducing or disclosing that contact's identity in connection with the Proposed Relationship, expressly stating the contact is a Protected Contact for Section 6.1(c). The mere appearance of a name within a disclosed list does not, of itself, make that contact a Protected Contact.

The designation mechanism is available equally and reciprocally. A Party may designate a contact only where it actually introduced or disclosed that contact; it may not designate a contact it did not so introduce, and a designation has no effect for any contact within the final sentence of Section 6.1 (existing, independent relationship). Schedule 1 may be updated by written agreement or by a compliant unilateral notice, without a formal amendment under Section 11.2.

Confidential Information shall be used solely and exclusively for the Purpose and for no other reason without the Disclosing Party's prior written consent.

Disclosure does not create any partnership, joint venture, agency, employment, franchise, licence, or other legal relationship not set out in a separate signed agreement.

Nothing grants any right, title, interest, or licence in any Confidential Information or intellectual property, whether by implication, estoppel, or otherwise.

Neither Party is obligated to disclose any particular information; any disclosure is at the Disclosing Party's sole discretion.

Each Receiving Party shall: (a) hold Confidential Information in strict confidence; (b) protect it with at least the same degree of care as its own information of similar nature (never less than reasonable); (c) not disclose, publish, transfer or make it available to any third party without prior written consent; (d) not copy or reproduce it except as strictly necessary for the Purpose (see 3.4 re reverse engineering); and (e) promptly notify the Disclosing Party of any unauthorised disclosure, loss or misuse and take reasonable steps to mitigate.

Only to Representatives who (a) have a genuine need to know for the Purpose, (b) are informed of the confidential nature, and (c) are bound by obligations at least equivalent to this Agreement.

The Receiving Party remains fully liable for any breach by its Representatives as if it had breached itself.

The Receiving Party shall not reverse engineer, decompile, reverse assemble, or otherwise attempt to discover trade secrets, source code, algorithms, or technical know-how in or derived from any Confidential Information.

Personal data shall be processed in compliance with applicable data protection laws, including (a) the DIFC Data Protection Law (DIFC Law No. 5 of 2020) as the primary regime given Section 10.1, and (b) UAE Federal Decree-Law No. 45 of 2021 (PDPL) to the extent applicable outside the DIFC, as amended. Where the regimes conflict for the same activity, the one affording the data subject greater protection prevails.

Where Confidential Information includes personal data: (a) process only as necessary for the Purpose; (b) implement appropriate technical and organisational security measures; (c) do not transfer it outside the UAE (or DIFC, where 4.1(a) applies) unless compliant with the applicable law; (d) on termination, securely delete, return or de-identify as directed.

Notify the Disclosing Party without undue delay and within seventy-two (72) hours of awareness, and cooperate fully in investigation, remediation, or regulatory notification.

Certain Confidential Information may constitute trade secrets under UAE law, including Federal Decree-Law No. 36 of 2021 (Trademarks), Federal Law No. 11 of 2021 (Industrial Property), and applicable provisions of Federal Law No. 5 of

1985 (Civil Transactions), as amended. Each Party affords such trade secrets the highest degree of protection.

All Confidential Information remains the sole and exclusive property of the Disclosing Party (or the relevant affiliate/subsidiary/portfolio company/strategic partner). Nothing transfers ownership or IP rights to the Receiving Party.

Disclosure grants no express or implied licence under any patent, copyright, trademark, trade secret, or other IP right.

During the Term and for twenty-four (24) months after termination or expiry (the "Restricted Period"), each Party (the "Restricted Party") shall not, directly or indirectly, on its own or another's behalf:

- (a) solicit, recruit, induce, hire or engage any employee, contractor, consultant or officer of the other Party (the "Protected Party") who was materially involved in the discussions or relationship;
- (b) encourage any such individual to terminate or reduce their relationship with the Protected Party; or
- (c) directly or indirectly approach, solicit or transact with any Protected Contact of the Protected Party to conclude a transaction that, but for the Protected Party's introduction or disclosure, the Restricted Party would not have had the opportunity to pursue — thereby depriving the Protected Party of the commercial benefit of the introduction,

in each case without prior express written consent. This does not apply to any Protected Contact with whom the Restricted Party had an existing, independent relationship before designation, as evidenced by reasonable written or other credible evidence.

Section 6.1 does not apply to: (i) general, non-targeted recruitment advertising; (ii) unsolicited applications made on an individual's own initiative; (iii) recruitment via third-party agencies not instructed to target the Protected Party's personnel; or (iv) any former personnel whose engagement ended at least six (6) months before solicitation or hire.

Each Party acknowledges its personnel, client and investor relationships, and business opportunities are valuable protectable assets, and any breach of this Section 6 causes irreparable harm for which damages alone are inadequate; the Protected Party may seek emergency and permanent injunctive relief, specific performance, and any other equitable remedy, in addition to damages, costs and legal fees.

On written request, or on termination/expiry, the Receiving Party shall, at the Disclosing Party's election: (a) promptly return all tangible materials and copies; or (b)

permanently and securely destroy them and confirm in writing within fourteen (14) calendar days.

The Receiving Party may retain one (1) archival copy solely as required by law/ regulation or bona fide compliance, remaining subject to confidentiality for as long as retained, notwithstanding Section 8.3.

Electronically stored information in back-up/archival systems shall be deleted per standard retention procedures, provided it is not accessed, used or further disclosed pending deletion.

This Agreement commences on the Effective Date and remains in force for five (5) years (the "Term") unless earlier terminated under 8.2.

Either Party may terminate on not less than thirty (30) calendar days' prior written notice. Termination does not affect accrued rights or obligations.

Confidentiality and non-use obligations under Section 3 survive for five (5) years from initial disclosure of the relevant information; trade secret and IP obligations under Sections 1.1(d), 5 and 7 survive indefinitely for as long as the information remains a trade secret or protected IP. Indefinite survival remains subject to the Excluded Information carve-outs in Section 1.2. Information ceases protection automatically upon meeting any Section 1.2 criterion, without judicial determination; the Receiving Party bears the burden of demonstrating this by contemporaneous written record (or, for 1.2(ii) or oral disclosures, by other reasonable and credible evidence). If a court finds indefinite survival unenforceable, the obligation survives for the longest period permitted, and not less than five (5) years. Sections 1, 2.2, 2.3, 4, 5, 6, 7, 8.3, 9, 10 and 11 survive termination or expiry.

Any breach or threatened breach may cause irreparable harm for which damages alone are inadequate.

In addition to other rights, the Disclosing Party (or, for Section 6, the Protected Party) may seek immediate injunctive relief, specific performance, and other equitable remedies from a competent court or tribunal, without posting bond or proving actual damages.

Each Party indemnifies the other and its affiliates, directors, officers and employees against direct losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from its (or its Representatives') breach; neither Party is liable for indirect, consequential, special or punitive damages, except where arising from breach of Sections 3, 5 or 6, for which the full measure of loss (including indirect and consequential) is recoverable, subject to the cap in 9.4.

Except as below, each Party's aggregate liability shall not exceed AED 10,000,000 (or as otherwise agreed in writing) (the "Liability Cap"). The cap

does not apply to losses from: (a) fraud, gross negligence, or wilful misconduct; or (b) deliberate and knowing disclosure, sale, licensing or commercial exploitation of Confidential Information to or for a competitor in breach of Section 3. All liability is limited to actual losses proved, is compensatory, and subject to the duty to mitigate; nothing operates as a penalty.

Remedies are cumulative and not exclusive. Nothing reduces or extends any statutory limitation period.

This Agreement and any dispute or claim (including non-contractual) arising out of it or its subject matter, formation or validity is governed by the laws of the

Disputes shall be finally resolved by arbitration administered by the under its Rules in force at commencement, deemed incorporated. Seat: DIFC. One (1) arbitrator, unless the amount in dispute exceeds AED 5,000,000, in which case either Party may elect three (3). Language: English.

The DIFC Courts have supervisory jurisdiction, including for interim relief, enforcement of awards, and matters not delegated to the tribunal.

Notwithstanding 10.2–10.3, either Party may apply to any competent court for interim or emergency injunctive relief to restrain a breach of Sections 3, 5 or 6 without waiving the agreement to arbitrate.

This Agreement, with its exhibits/schedules, is the entire agreement on its subject matter and supersedes all prior understandings, written or oral.

No amendment or waiver is effective unless in writing and signed by both Parties, except (i) Schedule 1 may be updated under Section 1.7, and (ii) notice details in 11.9 may be updated by notice, in each case without a formal amendment.

Neither Party may assign without the other's prior written consent, except to an affiliate or in a merger, acquisition, reorganisation, or sale of substantially all assets. Any assignment in violation is void. Binding on permitted successors and assigns.

Any invalid, illegal or unenforceable provision is modified to the minimum extent necessary or severed; the remainder continues in full force.

No failure or delay in exercising a right operates as a waiver.

Nothing creates a partnership, joint venture, agency, or employment relationship; neither Party may bind the other.

No rights are created for any non-Party.

(a) "030.Group" is a commercial brand and trading style of Zeytoun Dynamics Ventures LLC-FZ with its subsidiaries, affiliates, portfolio companies, products and ventures; (b) 030.Group has no separate legal personality and no capacity to contract, hold assets, incur liabilities, sue or be sued in its own name; (c) all rights and obligations under this Agreement vest in and are enforceable solely by Zeytoun Dynamics Ventures LLC-FZ; and (d) any reference to 030.Group or its portfolio companies (including Vanar 030, SmartSign, Qallora, Collectara, and future subsidiaries/JVs/ investments/SPVs/products) is a reference to Zeytoun Dynamics Ventures LLC-FZ acting through that brand or company, not a separate contracting party.

Notices shall be in writing and delivered by email (with confirmation of receipt), or by hand, courier or registered post, to the addresses below or as updated. Email notices are deemed received the next business day unless a failure notice is received. Any notice of breach, termination, or commencement of legal/arbitration proceedings must additionally be delivered by hand, courier or registered post to the recipient's registered office to be validly served.

IF TO PARTY A

Zeytoun Dynamics Ventures LLC-FZ
Attention: Sebastian Melz, Operations
Partner
Email: legal@030.group

IF TO PARTY B

[Counterparty]
Attention: _____
Email: _____

May be executed in counterparts, each an original. An electronically transmitted signature (including a PDF signature or one via a recognised e-signature platform such as SmartSign / DocuSign) is deemed an original and binding.

Executed in English. If translated, the English version prevails in any conflict.

Neither Party is liable for delay or failure (other than payment) due to events beyond its reasonable control (acts of God, war, terrorism, civil unrest, governmental action, natural disaster, epidemic/pandemic, or failure of internet/telecoms), provided prompt notice and reasonable mitigation. No Force Majeure Event excuses or suspends the substantive obligations under Sections 3, 5 or 6.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

**For and on behalf of
Zeytoun Dynamics Ventures
LLC-FZ
(operating under the
030.Group brand)**

Name: Sebastian Melz

Title: Principal

Signature

Date

**For and on behalf of
[Counterparty]**

Name

Title

Signature

Date

The following contacts are designated as Protected Contacts for the purposes of Section 6.1(c) as of the Effective Date. This Schedule may be updated, and further Protected Contacts designated, under Section 1.7 (by written agreement or a compliant unilateral notice for a contact the designating Party actually introduced), without a formal amendment under Section 11.2. Where no contacts are listed at execution, Section 6.1(c) operates only for contacts later designated under Section 1.7 and imposes no obligation in respect of any other contact; a Party's obligations under Section 6.1(c) are limited to the specific contacts genuinely introduced to it and designated under Section 1.7, and do not extend to the counterparty's wider client, customer or supplier base.

Contact Name / Entity	Introduced By (Party)	Date Designated	Notes