

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made on the **10th of November 2025** (the “**Effective Date**”), by and between:

Arab Financial Services Co. B.S.C. (c), a closed joint stock company incorporated in the Kingdom of Bahrain under commercial registration number 14777-1, having its registered office at Office No. 1201, 12th floor, Bahrain Financial Harbour, East Tower, P.O. Box 2152, Manama, Bahrain (“**AFS**”); and

Pravica DMCC, a company incorporated under the laws of **DMCC Free Zone** under commercial registration number **DMCC-836686** and having its registered address at **Dubai Multi Commodities Centre-PO Box 340505, Dubai** (“**Pravica**”).

AFS and **Pravica** are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

This Agreement sets forth the terms and conditions which govern the Confidential Information (as defined below) disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”).

1. Definitions

“**Receiving Group**” means all or any of the Receiving Party and its branches, subsidiaries, and affiliates.

“**Confidential Information**” means information in whatever form provided to the Receiving Party by the Disclosing Party in connection with a potential transaction (“**Proposed Transaction**”) between the Parties. Without limitation, it includes information given orally and any document, electronic file or other way of representing or recording information which contains or is derived or copied from such information. It excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this Agreement or (b) is known by the Receiving Group before the date the information is provided to the Receiving Party by the Disclosing Party or is lawfully obtained by the Receiving Party thereafter, and which, in either case and as far as the Receiving Party is aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality.

2. Term and Termination

This Agreement shall commence on the Effective Date and remain in force for a period of two (2) years thereafter, unless terminated earlier by either Party providing the other Party with a written notice at least 30 days prior to termination. Upon expiry or sooner termination, confidentiality obligations shall survive for a period of 5 (five) years.

3. Confidentiality Undertaking

The Receiving Party undertakes:

- (a) to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 4 (*Permitted Disclosure*) and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to the Receiving Party’s own confidential information;
- (b) to keep confidential and not disclose to anyone except as provided for by paragraph 4 (*Permitted Disclosure*) the fact that the Confidential Information has been made available; and

- (c) to use all reasonable endeavours to ensure that any person to whom the Receiving Party passes any Confidential Information (unless disclosed under paragraph 4(b)) acknowledges and complies with the provisions of this Agreement as if that person were also a party to it.

4. **Permitted Disclosure**

The Receiving Party may disclose Confidential Information and those matters referred to in paragraph 3(b),

- (a) to members of the Receiving Group and their officers, directors, employees and professional advisers to the extent necessary and to any auditors of members of the Receiving Group;
- (b) (i) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, (ii) where required by the rules of any stock exchange on which the shares or other securities of any member of the Receiving Group are listed or (iii) where required by the laws or regulations of any country with jurisdiction over the affairs of any member of the Receiving Group; or
- (c) with the prior written consent of the Disclosing Party.

5. **Notification of Required or Unauthorised Disclosure**

The Receiving Party agrees (to the extent permitted by law and except where disclosure is to be made to any competent supervisory or regulatory body during the ordinary course of its supervisory or regulatory function over the Receiving Party) to inform the Disclosing Party of the full circumstances of any disclosure under paragraph 3(b) or upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.

6. **Non-circumvention**

Pravica agrees not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by AFS without the specific written permission of AFS or initiate transactional relationship that bypasses or circumvents AFS in connection with Proposed Transaction or any future transactions or projects.

7. **Return of Copies**

If the Disclosing Party so requests in writing, the Receiving Party shall return all Confidential Information supplied to the Receiving Party by the Disclosing Party and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by the Receiving Party and use all reasonable endeavours to ensure that anyone to whom the Receiving Party has supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the Receiving Party or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under paragraph 4(b).

8. **No Representation; Consequences of Breach, etc.**

the Receiving Party acknowledges and agrees that:

- (a) under the terms of this Agreement neither the Disclosing Party nor any of its officers, employees or advisers (each a "**Relevant Person**") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by the Disclosing Party or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by the Disclosing Party or be otherwise liable to the Receiving Party or any other person in respect to the Confidential Information or any such information; and
- (b) the Disclosing Party may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Receiving Party.

9. **No Waiver; Amendments, etc.**

This Agreement sets out the full extent of the Receiving Party's obligations of confidentiality owed to the Disclosing Party in relation to the information the subject of this Agreement. No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement. The terms of this Agreement and the Receiving Party's obligations under this Agreement may only be amended or modified by written agreement between the Disclosing Party and the Receiving Party.

10. **Inside Information**

The Receiving Party acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Receiving Party undertake not to use any Confidential Information for any unlawful purpose.

11. **Nature of Undertakings**

The undertakings given by the Receiving Party under this Agreement are given to the Disclosing Party.

12. **Relationship of the Parties**

Nothing in this Agreement constitutes, creates, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business arrangement or otherwise imply any obligation or commitment on the part of either Party to submit a proposal or to perform a contract (other than this Agreement) either in relation to the Proposed Transaction or otherwise. Neither Party shall be deemed to be in any relationship with the other Party carrying with it fiduciary responsibilities, whether through partnership, joint venture, principal and agent, employer and employee or otherwise.

13. **Third-Party Rights**

- (a) This Agreement grants no rights to any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

(b) Notwithstanding any provisions of this Agreement, the Parties to this Agreement do not require the consent of any Relevant Person to rescind or vary this Agreement at any time.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Bahrain and the Parties submit to the non-exclusive jurisdiction of the Bahraini courts.

15. Electronic Signature

Any signature of either Party transmitted by electronic mail (e-mail) is to be considered to have the same legal validity and enforceability as a handwritten signature. At the request of either Party, electronic mail (e-mail) document is to be re-executed in an original form by the Party who executed electronic mail (e-mail) document.

For and on behalf of

Arab Financial Services Co. B.S.C.(c)



By: _____
Name: _____
Title: _____

Ajmal Basheer, Head of Processing

10.11.2025

For and on behalf of

Pravica DMCC



By: _____
Name: Mohamed Abdou
Title: CEO

