

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”), is entered into and effective as of the later signature date below (the “Effective Date”) by and between

- (1) UAB Encryptus Europe, a company formed under the laws of the Lithuania with registration number 306117981 and registered at J. Jasinskio g. 4-15, LT-01112 Vilnius, Lithuania and its affiliates and subsidiaries (individually and collectively, “Company”), which expression shall be deemed to mean and include its Affiliates, successors, and permitted assignees);

AND

- (2) REMI _____, a company formed under the laws of DIFC _____, with registration number (Under incorporation) _____ and a principal office address located at Dubai, UAE _____ (hereinafter referred to as “Other Party,” which expression shall be deemed to mean and include its Affiliates, successors, and permitted assignees).

The Other Party and the Company are also individually referred to as a “Party” and collectively as the “Parties.”

The Parties wish to explore a certain business opportunity, transaction, or relationship of mutual interest (the “Potential Transaction”) and in connection with evaluating, negotiating, implementing, or consummating the Potential Transaction or other similar strategic transaction, the Parties recognize the need to disclose Confidential Information (as defined below) to each other which is to be used only for the purpose of such discussions.

In consideration of the disclosure of such information and materials by either Party, the Parties hereby agree as follows:

1. Definitions

- 1.1 “Affiliates” means (i) any company directly or indirectly controlling a Party, (ii) any company directly or indirectly controlled by a Party, or (iii) any company that is directly or indirectly controlled by the company controlling the Party and, for this purpose, the term “control” shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) and “controlling” and “controlled” shall be construed accordingly.
- 1.2 “Confidential Information” means all, or any part of, and originals or copies of, any information (technical and non-technical), broadly construed to include, without limitation, documents, data, records, computer programs, software, inventions, discoveries, designs, promotional ideas, customer information, financial information, practices, processes, methods, techniques, trade secrets, products, the terms of any proposed agreement between the Parties, and/or research, in

each case, which may be obtained (without limitation) in graphic, written, electronic, or machine readable form on any media, and whether or not identified as “confidential,” “proprietary,” or a similar designation, received by the Receiving Party from the Disclosing Party, but does not include information:

- (i) which is or becomes generally available in the public domain other than by the Receiving Party’s or its Representatives’ breach of this Agreement;
- (ii) which was previously known, as established by records of the Receiving Party, prior to receipt from the Disclosing Party and already rightfully in the Receiving Party’s or its Representatives’ possession under no obligation of confidentiality prior to the date of this Agreement;
- (iii) which was lawfully obtained by the Receiving Party or its Representatives on a non-confidential basis from a third-party who, to Receiving Party’s knowledge, was not legally or contractually restricted from disclosing such information; or
- (iv) which was developed independently by the Receiving Party without reference to the Confidential Information provided by the Disclosing Party.

1.3 “Disclosing Party” means the Party disclosing the Confidential Information to the Receiving Party;

1.4 “Receiving Party” means the Party receiving the Confidential Information from the Disclosing Party.

1.5 “Representatives” means the directors, officers, agents, representatives, counsel, employees, advisors (including without limitation attorneys, accountants, and consultants), and other personnel of the Receiving Party and its lenders, investors, co-investors, potential insurers, and financing sources to the extent receiving Confidential Information from the Receiving Party.

2. Use and maintenance of Confidential Information by the Parties

2.1 Each Receiving Party agrees that it shall:

- (i) keep strictly confidential, using a reasonable degree of care, the Confidential Information in accordance with this Agreement, and in all cases using a degree of care not less than that applicable to its own confidential information of like kind;
- (ii) not use the Confidential Information in any fashion, form, or manner for any purpose other than for evaluating, negotiating, and/or consummating the Potential Transaction;
- (iii) only disclose Confidential Information to those Representatives strictly on a ‘need to know’ basis who are reasonably required to assist the Receiving Party in its evaluation of the Potential Transaction and who have been duly informed of the confidential nature of the Confidential Information, and each such Representative shall be under an obligation at least as strict as the obligations contained herein to maintain the confidentiality of the Confidential Information. The Receiving Party shall be responsible for its

Representatives' compliance with the confidentiality obligations in this Agreement; and

- (iv) not publish, copy, reverse engineer, disassemble, decompile, or disclose any Confidential Information, and it will use reasonable efforts to prevent inadvertent disclosure of such Confidential Information to any third party (other than its Representatives).

2.2 Each Receiving Party may disclose Confidential Information to the extent required by any applicable law, order, rule, or regulation of any court of competent jurisdiction or any judicial, governmental, or regulatory body or agency having jurisdiction; provided that, if the Receiving Party or any of its Representatives is required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, the Receiving Party shall (to the extent reasonably practicable and legally permissible) use all reasonable efforts to provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy (at the Disclosing Party's sole cost and expense). If such protective order or other remedy is not obtained, the Receiving Party and its Representatives may disclose only that portion of the Confidential Information which it is legally required, based on advice of legal counsel, to disclose and will take reasonable steps to preserve the confidentiality of the Confidential Information (including reasonably cooperating with the Disclosing Party's efforts, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed). Notwithstanding the foregoing, no prior notice of or other action shall be required in respect to any disclosure made to any banking, financial, accounting, or similar supervisory authority exercising its routine supervisory or audit functions, provided that such disclosure is made in the ordinary course of business and not specific to the Disclosing Party, the Confidential Information, or Potential Transaction.

3. Return of Information

Upon termination of this Agreement or written request of the Disclosing Party, the Receiving Party shall promptly (a) return to the Disclosing Party or destroy all Confidential Information held by such Receiving Party and (b) destroy materials generated by the Receiving Party that include any part of the Confidential Information (including notes, analyses, compilations, and any electronic copies) without retaining a copy of any such material; provided that the Receiving Party shall not be required to return or destroy any Confidential Information which has been backed up electronically as part of its customary practice. However, any such Confidential Information not returned or destroyed shall remain subject to the confidentiality obligations in this Agreement. It is specifically agreed between the Parties that any such Confidential Information retained post termination of this Agreement by either Party (or their Representatives) for such purposes as mentioned above shall not be shared with any third party at any point without the prior express written consent of the Disclosing Party. At the written request of the Disclosing Party, any such destruction shall be confirmed in writing by the Receiving Party.

4. Ownership of Confidential Information; Warranties



The Receiving Party agrees that no right or license is granted to it by the Disclosing Party in relation to the Disclosing Party's Confidential Information and that the Disclosing Party retains all rights, title and interest in its Confidential Information. It is further agreed that at all times, Confidential Information shall be and remain the exclusive property of the Disclosing Party. This Agreement does not grant either Party any express or implied rights under the other Party's patents, know-how, trade secrets, copyrights, trademarks, or other intellectual property rights or applications. The Parties make no representation that any type of business relation will be concluded between the Parties. THE DISCLOSING PARTY IS PROVIDING THE CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND IS NOT LIABLE FOR ANY DAMAGES ARISING OUT OF USE OF SUCH CONFIDENTIAL INFORMATION. Only those representations or warranties which are made in a final definitive agreement regarding the Potential Transaction, when, as and if executed, and subject to the limitations and restrictions as may be specified therein, will have any legal effect.

5. Term and Termination

Except as otherwise expressly set forth in this Agreement, this Agreement will terminate on the earlier of: (a) two (2) years from the Effective Date, (b) the Parties' mutual agreement in writing, (c) fifteen (15) days written notice to the other Party or (d) the date on which the Parties enter into a definitive agreement with respect to the Potential Transaction, if any, which supersedes this Agreement. The non-disclosure provisions of this Agreement and each Party's duty to hold Confidential Information in confidence will remain in effect for three (3) years following termination of this Agreement, provided that the obligations of the Parties with respect to trade secrets shall continue for the maximum period allowable under applicable law.

6. Entire Agreement; Amendment

This Agreement constitutes the final and entire agreement between the Parties relating to the confidential treatment and non-disclosure of Confidential Information relating to the Potential Transaction, and supersedes and replaces all prior or contemporaneous writings, discussions, and rights between the Parties on this subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both Parties. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto.

7. Invalidity

If any provision of this Agreement is adjudged to be invalid, illegal, or unenforceable for any reason, in whole or in part, by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of this Agreement (or the validity, legality, or enforceability of any provision of this Agreement in any other jurisdiction), but shall be confined in its operation to the

provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered. In the case of any such invalidity, illegality, or unenforceability, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal, or unenforceable provision.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the United Kingdom, without giving effect to the principles of conflicts of law thereof.

The parties hereby submit to the personal jurisdiction of and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, the courts of the United Kingdom and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts. Each party hereby irrevocably consents to the jurisdiction of any such court. If any legal action or proceeding is commenced in connection with any dispute arising under, relating to, or otherwise concerning this Agreement, the prevailing party, as determined by the court, shall be entitled to recover its attorneys' and experts' fees and all costs and necessary disbursements actually incurred in connection with such action or proceeding.

9. Notices

Any notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") have legal effect only if in writing and addressed to a Party as set forth on the signature page of this Agreement (or as subsequently modified by written notice given in accordance with this Agreement). Each Party shall also deliver all Notices to the email address designated by the other Party on the signature page of this Agreement.

Notices sent in accordance with this Section 9 will be deemed effectively given: (a) when received, if delivered by hand; (b) when received, if sent by a nationally recognized overnight courier; (c) when sent, if by facsimile or email, (with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notice is effective only if the Party giving the Notice has complied with the requirements of this Section 9.

10. Counterparts; Electronic Signature

This Agreement may be executed in counterparts, each of which shall constitute a signed original, and the counterparts shall together constitute one document. Faxed, photocopied, or scanned signature pages shall be valid and acceptable for all purposes as if it were an original. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.

11. Relationship

This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

12. Assignment

This Agreement will not be assignable or transferable by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective representatives, successors, and assigns.

13. Construction: Headings

The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against either Party. The headings and subheadings of the particular provisions of this Agreement are included for convenience and identification only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

14. Remedies

The Parties agree that the obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The Parties expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the Parties agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages and without the posting of any bond. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege. A single or partial exercise of any right, power, or privilege will not preclude any other or further exercise of the right, power, or privilege or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement will be cumulative and not exclusive of any rights or remedies available in law or equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on11/11/2025

Company: **UAB Encryptus Europe**

Company: REMI

Name: Shantnu Saxena

Name: Ahmed M Amer

Designation: CEO & Founder

Designation: CEO

Signature

Signature

Shantnu Saxena

Ahmed M Amer