

4NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the 5th of January, 2026

BETWEEN:

Lulu Money (Singapore) Pte Ltd a company incorporated under the laws of Singapore and having its registered office 810 Geylang Road #01-01, City Plaza, Singapore – 409286 (hereinafter referred to as hereinafter "**Party A**" or "**Lulu Money**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) and

REMI FZC LLC a company incorporated under the laws of **Sharjah Publishing City** and having its registered office **Business Centre, Sharjah Publishing City Free Zone, Sharjah, UAE** (hereinafter referred to as hereinafter "**Party B**" which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

(each a "**Party**" and together referred to as the "**Parties**")

RECITAL:

Each Party has agreed to disclose to the other Party without charge and has agreed to keep confidential certain Confidential Information (as defined in this Agreement) subject to the terms and conditions hereinafter contained for the purpose of entering into a commercial transaction in relation to the exchange of information regarding the proposed transaction between Party B and Party A (the "**Purpose**").

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1. The following expressions shall unless the context otherwise admits have the following meanings:

"Authorised Person" means in relation to either Party, any director, officer, employee or professional advisor of either Party or any company in such Party's Group to whom disclosure of Confidential Information is strictly necessary to fulfil the Purpose or any other person whom the other Party has agreed in writing may be designated as such;

"Party B Group" means Party B and each company or entity in which Party B has a shareholding or interest, directly or indirectly, of 20% to 50% or more or has the right to exercise, directly or indirectly of 20% to 50% or more of the voting rights and the other shareholders on whose behalf Party B is acting in connection with the Purpose;

"Commencement Date" means the date of this Agreement;

"Confidential Information" means:

(i) all commercial, financial, marketing, business and technical and other data, including know-how, trade secrets, specifications, algorithms, calculations, formulae, processes, business methods, diagrams, drawings, all intellectual property rights related information and all other confidential information of whatever nature relating to the disclosing party or any member of its Group or their respective businesses (whether written, in disk or electronic form or provided orally or pursuant to visits to premises or in any form or medium) given by one Party (the "disclosing party") to the other Party (the "receiving party") (whether before or after the Commencement Date) in relation to the Purpose;

(ii) all analyses, compilations, studies and other material prepared by the receiving party only to the extent that they contain the information described in (i) above; and

(iii) the existence and contents of this Agreement and the existence and contents of discussions between the Parties;

"Group" means Party A Group or Party B Group as applicable;

"Purpose" has the meaning given in the Recital;

"Party A Group" means Party A and any person in respect of which (either at or after the date of this Agreement) Party A has a shareholding or interest, directly or indirectly, of 20 to 50% or more or has the right to exercise, directly or indirectly, 20 to 50% or more of the voting rights.

1.2. In addition:

1.2.1. the headings of the clauses are for convenience only and have no legal effect and shall not affect the interpretation of this Agreement or any part of it;

1.2.2. "person" shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust estate, company and association, whether organised for profit or otherwise.

2. TERM

This Agreement covers the disclosure of all Confidential Information for a period of two (02) years commencing from the date on which this Agreement is made, as hereinbefore stated. The obligations of each Party shall survive with respect to Confidential Information of the other Party disclosed hereunder for a period of one (1) year from the date of disclosure of such information.

3. CONFIDENTIALITY OBLIGATIONS

3.1. In consideration of the disclosure of Confidential Information by the disclosing party to the receiving party, each Party agrees that, as the receiving party, it:

- 3.1.1. shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
 - 3.1.2. shall not use the Confidential Information or any part of it for any purpose other than the Purpose;
 - 3.1.3. shall not disclose the Confidential Information or any part thereof to any person other than an Authorised Person, and the receiving party shall require that each person who is an Authorised Person at any time during the period in which the provisions of this Agreement apply shall comply with confidentiality provisions no less onerous than those contained in this Agreement;
 - 3.1.4. shall not take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is strictly necessary for the Purpose and all such copies, summaries and transcripts shall be deemed to be, and shall be clearly identified as being, Confidential Information;
 - 3.1.5. shall notify the disclosing party immediately it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorised Person;
 - 3.1.6. shall keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information and at least with reasonable care;
 - 3.1.7. and shall, upon termination or at the request of the disclosing party, deliver up to the disclosing party or destroy or erase (as the disclosing party may in its absolute discretion direct) any records of whatsoever nature in the possession, custody or control of the receiving party to the extent that such records contain any Confidential Information or which are produced or received by the receiving party in connection with the Purpose, except to the extent that the same form part of the permanent records of the receiving party which it is bound by law or regulatory requirement to preserve (provided in any event that no customer personal data will be retained unless it is first rendered anonymous), and the provisions of this Agreement shall, notwithstanding its termination, continue to apply to all such retained Confidential Information. The receiving party shall provide the disclosing party upon request written confirmation that the provisions of this Clause 3.1.7 have been fully complied with.
- 3.2. All information that falls within part (i) of the definition of Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the disclosing party.

4. EXCLUSIONS

- 4.1. Notwithstanding any other provisions hereof, the receiving party shall not be liable for release or disclosure of, and the confidentiality obligations hereunder shall not apply to, any Confidential Information that is approved for public release by the disclosing party or is within part (i) or part (ii) of the definition of Confidential Information and:

- 4.1.1. is or becomes part of the public domain through no fault of the receiving party and could be obtained by any person with no more than reasonable diligence;
 - 4.1.2. is known to the receiving party prior to the disclosure by the disclosing party and is neither obtained in violation of nor otherwise subject to an obligation to keep such Confidential Information confidential;
 - 4.1.3. is subsequently obtained by the receiving party from a third party and is neither obtained in violation of nor otherwise subject to any obligation of confidentiality owed to any third party or the disclosing party; or
 - 4.1.4. is independently developed by the receiving party or a person within the receiving party's Group from information covered by clauses 4.1.1, 4.1 .2 or 4.1 .3 above and without any breach of this Agreement as evidenced by written records.
- 4.2. The receiving party may disclose Confidential Information in accordance with a judicial or other governmental order or a regulation or order of a regulatory authority to whose jurisdiction the relevant Party submits and with which the receiving party is bound to comply provided that the receiving party:
- 4.2.1. gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or otherwise and, if so requested, discusses with the disclosing party, and uses reasonable endeavours to take, reasonable (in the opinion of the receiving party) steps (at the cost of the disclosing party, provided that all such costs are approved in advance by the disclosing party, acting reasonably) to avoid or limit such disclosure (in each case to the extent practicable and to the extent permitted by such judicial, governmental or regulatory order or such regulation); or
 - 4.2.2. uses reasonable endeavours to obtain prior to the disclosures written assurance from the applicable judicial or governmental authority that it will afford the Confidential Information a reasonable level of protection.

5. INTELLECTUAL PROPERTY RIGHTS

This Agreement shall not operate as an assignment to the receiving party of any patents, copyrights, registered designs, unregistered designs, trade marks, tradenames or other rights of the disclosing party or any person within the disclosing party's Group as may subsist in or be contained in or reproduced in the Confidential Information and the receiving party shall not, nor shall any persons on its behalf, apply for any patent, or registration of any trademark or design or any other intellectual property right, in respect of the other Party's Confidential Information or any part thereof.

6. DISCLAIMER

The disclosing party makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed.

7. ASSIGNMENT

Neither Party may assign, transfer, sub-license and/or novate this Agreement and its rights and obligations hereunder to any third party (including any wholly-owned company within its respective

Group) unless the other Party gives prior written consent to such assignment, transfer, sub-licence and/or novation.

8. PUBLICITY

Subject to clause 4.2, neither Party shall make any statement containing reference to, or otherwise disclose to any person who is not an Authorised Person the existence of or information relating to or connected with, this Agreement or the matters contained in it or use or permit to be used the name of the other Party in any advertisement, press release, publicity campaign or other disclosure without the prior written consent of the other Party.

9. LIABILITY

- 9.1. The Parties agree that Confidential Information may relate to highly sensitive aspects of the business of the disclosing party or any person within the disclosing party's Group. Any loss, misuse or unauthorised disclosure of the Confidential Information or any part of it will or may be damaging to the interests of the disclosing party or any person within the disclosing party's Group, and the Parties hereby acknowledge that financial compensation may not adequately compensate the disclosing party or any relevant person within the disclosing party's Group for any such damage, and accordingly the receiving party acknowledges the right of the disclosing party or any relevant person within the disclosing party's Group to seek injunctive relief, whether interim or final, against the receiving party or any Authorised Person in the event of any threatened or actual breach of the terms of this Agreement by the receiving party or any of its Authorised Persons. This right shall be in addition to the other rights in law or in equity of the disclosing party or any person within the disclosing party's Group.
- 9.2. The receiving party shall remain liable for any disclosure of Confidential Information by any Authorised Person of such Party as if it had made such disclosure itself.
- 9.3. The receiving party shall, as and when requested by the disclosing party, do all acts and execute all documents as may be reasonably necessary to prevent any loss, misuse or unauthorised disclosure of the Confidential Information or any part of it by any of its Authorised Persons.

10. ENTIRE AGREEMENT

- 10.1. This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements or understandings, written or otherwise between the Parties with respect to such subject matter. Nothing in this clause operates to limit or exclude any liability for fraud. This Agreement cannot be varied except by written instrument signed on behalf of both of the Parties.
- 10.2. Nothing in this Agreement shall impose or be deemed to impose on either Party an obligation to disclose Confidential Information or to enter into any agreement or transaction and in particular shall not oblige either Party to enter into any agreement pursuant to the Purpose.
- 10.3. The invalidity or unenforceability of any part of this Agreement for any reason whatsoever shall not affect the validity or enforceability of the remainder.

11. NO REPRESENTATIONS OR WARRANTIES

No representation or warranty is given as to the accuracy or the completeness of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which any of the same is based and the receiving party agrees that (without prejudice to any liability for fraud) the disclosing party shall have no liability to the receiving party resulting from the use of Confidential Information or any other information supplied, or for any opinions expressed by or any errors, omissions or misstatements made by either of them except as may be expressly set out in any final and binding agreement entered into by the Parties in relation to the Purpose, and subject to such limitations as may be set out therein

12. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment or a waiver of other rights or remedies.

13. THIRD PARTY RIGHTS

No person other than the parties, their respective successors and assignees shall have any right to enforce any term of this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement will be governed and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity. Neither party shall assign or transfer any rights under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld). This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision.

This agreement is executed by the Parties the day and year above written

Party A: Lulu Money (Singapore) Pte Ltd.

Party B : REMI FZC LLC

Signed By:  Signed by:
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Signed By: _____

Name : Mr.Arun Kesavankutty
Title : General Manager

Name :Ahmed M. Amer
Title : Chief Executive Officer