

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the “*Agreement*”) is entered into as of the 29th of December, 2025 by and between **OFZA Fintech Virtual Asset Exchange LLC**, a company duly incorporated and registered in Standard Chartered Tower, Level 5, Office 518, Emaar Square Downtown Burj Khalifa, Downtown Dubai, Dubai, UAE (“**OFZA**”)

and

REMI FZC LLC, a company incorporated under the Laws of Sharjah Publishing City with Company registration No. 4426805 and having its registered office at Business Centre, Sharjah Publishing City Free Zone, Sharjah, UAE (“**the Company**”)

The Party receiving the confidential information shall be regarded as the “Receiving Party” and the Party disclosing the confidential information shall be regarded as the “Disclosing Party”. The Disclosing Party shall ensure the confidentiality and limited use of any information or materials that may be disclosed or made available to the Receiving Party (including its affiliates, parents, subsidiaries, members, partners, employees, officers, and agents) by the Disclosing Party (including its affiliates, parents, subsidiaries, members, partners, employees, officers, and agents) in connection with the Receiving Party’s provision of any services to Disclosing Party (the “*Transaction*”).

The Receiving Party and Disclosing Party agree as follows:

1. Confidential Information. All information disclosed by Disclosing Party and its affiliates to the receiving party and its affiliates in connection with the Transaction will be deemed to be “Confidential Information” regardless of whether such information is marked or noted as “confidential” or not. Without limiting the foregoing definition, Confidential Information includes information relating to (i) financial information or results, projections, business plans, business operations, forecasts, clients, vendors, and service providers; (ii) any contractual or financial arrangements entered into or contemplated; (iii) objectives, strategies, programs, positions, holdings and performance; and (iv) research, analyses, methods, models, strategies, data,

data manipulation and analysis, records, developments, software, and processes. Confidential Information may be written, oral, tangible, intangible, expressed in electronic media or otherwise disclosed. Confidential Information shall not include, however, information that (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (b) was available to the receiving party on a non-confidential basis prior to its disclosure by Disclosing Party or on its behalf, (c) becomes available to the receiving party on a non-confidential basis from a person who is reasonably not known by the disclosing party to be bound by a confidentiality agreement with respect to the information, or is not otherwise prohibited from transmitting the information to the receiving party or (d) was independently developed by the receiving party without the use of Confidential Information.

2. Protection of Confidential Information.

2.1. Use of Confidential Information. the Receiving Party agrees not to reproduce, summarize or otherwise use any Confidential Information for any purpose other than its consideration and the object of the legal assistance contract that will be concluded according to the Laws of UAE in connection with the documents and information provided by the Disclosing Party.

2.2. Confidentiality Obligations. Without limiting the obligations set forth in **Section 2(a)**, the receiving party agrees: (i) Confidential Information, ideas, nature and scope of business, or any other matter which is related to the disclosing party shall not otherwise be disclosed to any third party without the prior written consent of the Disclosing Party (ii) not to disclose any Confidential Information to principals, employees, advisers, or agents, except as may be reasonably necessary for its consideration and evaluation of the Transaction; (iii) to take precautions to protect the confidentiality and to avoid unauthorized disclosure, use, reproduction, summarization or distribution, of Confidential Information that is at least commensurate with the precautions that the receiving party takes to protect its own confidential information of similar importance, but that in any event reflect a level of care that is at least reasonable care; and (iv) to notify Disclosing Party in writing of any use of Confidential Information in violation of this **Section 2** that may come to its attention.

2.3. Exception. The preceding obligations of the receiving party under this **Section** will not apply to the extent any governmental, regulatory, or

administrative authority requires the disclosure of any Confidential Information, *provided* that in such case the Receiving Party will promptly notify Disclosing Party of the requirement sufficiently in advance, to the extent practicable and legally permissible, of the required disclosure such that Disclosing Party will have a reasonable opportunity to seek a protective order or other confidential treatment as to the Confidential Information.

3. Reproduction. Any reproductions of any Confidential Information will be the property of Disclosing Party and will contain any confidential or proprietary notices or legends that appear on the original.

4. Return of Information. At any time at the written request of Disclosing Party, the Receiving Party will return to Disclosing Party or destroy all documents containing or constituting Confidential Information and any other tangible expressions of Confidential Information. Notwithstanding the preceding sentence, the Receiving Party may retain copies of any Confidential Information or related materials that are legally required to be maintained by the Receiving Party under applicable laws and regulations or the Receiving Party's document retention policies and procedures.

5. Intellectual Property Rights. All Confidential Information is and will remain the property of Disclosing Party. No license, express or implied, in the Confidential Information is granted to the Receiving Party other than to use the information in the manner and to the extent authorized by this Agreement. Disclosing Party warrants that it has the right to disclose Confidential Information to the receiving party.

THE RECEIVING PARTY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE CONFIDENTIAL INFORMATION AND OTHER CONFIDENTIAL MATERIALS ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND WITHOUT A WARRANTY OF ANY KIND. NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR EQUITY, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE MADE OR GIVEN.

6. Term and Termination. The Agreement shall come into force upon signing and be effective until three (3) years after either party terminates the agreement. Termination of this Agreement shall be without prejudice to the rights, obligations and liabilities of any Party which shall have accrued or arisen prior to such termination. Notwithstanding termination or expiration,

the confidentiality obligations hereunder shall survive for a period of three (3) years after such termination or expiration, with respect to any Confidential Information disclosed during the term of this Agreement.

7. Breach. The Receiving Party acknowledges that the unauthorized disclosure or use (or threatened disclosure or use) of any Confidential Information may cause irreparable harm and significant injury to the Disclosing Party and its affiliates, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that Disclosing Party will have the right to seek an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue all other rights and remedies available at law or in equity.

8. Severability. If any covenant, term, or provision (each, a “*provision*”) of this Agreement is determined to be illegal, invalid, or unenforceable, that determination will affect only that particular provision, and each other provision will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

9. Notices. Any notices required or permitted under this Agreement will be given to the appropriate party at the postal address or email address that the party has specified in writing in this document. Notices will be deemed given on the date of hand delivery or delivery by receipt confirmed telecopier or upon receipt of confirmation of delivery by registered or certified mail, postage prepaid or email reply with confirmation/email delivery receipt.

10. Binding Provisions. The party’s rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns.

11. Applicable Law. The substantive law applicable will be the laws of the UAE. Both parties consent to the exclusive jurisdiction of the courts of Dubai.

12. Waivers. No waiver by any party of any default or condition under this Agreement will operate as a waiver of any other default or condition on a future occasion. Any waiver must be in writing and executed by the party alleged to have waived the default or condition.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior agreements between the parties relating to that subject

matter. This Agreement may not be amended and/or modified except in writing signed by each of the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have put their respective signatures on the date mentioned above:

By: **OFZA**

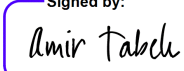
By: **Company**


Name: **Amir Tabch**

Name: **Ahmed M Amer**

Designation: **CEO**

Designation: **CEO**

Signature: _____
Signed by:

DAC616FF2A7D483...

Signature: _____
Signed by:

C065291DD74C413...

Date: _____

Date: _____