

MUTUAL NON-DISCLOSURE AGREEMENT

PARTIES AND EXECUTION

Party 1	Party 2
Entity details: Paysend Group Ltd (Company No. SC562529) Suite 2, Ground Floor, Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS	Entity details: Remi FZC LLC (Company No. 4426805) Business Centre,Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates
Signature: DocuSigned by: Natalia Ozeranskaya F37AB456F7CB4E9...	Signature: Signed by:  C065291DD74C413...
Name: Natalia Ozeranskaya	Name: Ahmed M Amer
Title: Interim Global Head of Legal	Title: CEO
Email: legal@paysend.com	Email: aa@remi.ae
Date: 17 June 2026	Date: 17 June 2026

VARIABLES

Purpose:	Exploring possibility of forming a business relationship between the Parties.
Effective date:	This NDA shall come into force on the date of the last signature by the Parties.
Confidentiality period:	3 years from the date this Agreement is last signed by the Parties
Governing law:	Laws of England and Wales.
Dispute Resolution Method:	Litigation in the courts of England. Arbitration in accordance with English Law.

TERMS**1. Confidential Information**

1.1. **Confidential Information** means information that is disclosed:

- (i) by a Party to this Agreement (the **Discloser**) or on the Discloser's behalf by its authorised representatives or its Affiliates,
- (ii) to the other Party to this Agreement (the **Receiver**), its Affiliates or Permitted Receivers, and
- (iii) in connection with the Purpose.

1.2. The Discloser may disclose to the Recipient, information relating to the Purpose that may include any and all non-public information, regardless of the form or manner in which it is disclosed, including but not limited to trade secrets, know-how, ideas, patents research, business plans, marketing information, information of customers, information of employees, financial situation, and any other technical, commercial and/or financial information, analyses, compilations, software code or formulae, or electronic mail, relating to (a) the business, operations, products, systems and/or services of the Discloser or its Affiliates, Permitted Receivers, and/or (b) discussions, negotiations and/or agreements between the Parties.

1.3. **Affiliates** means any:

- (i) entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group of entities as a party to this Agreement, or
- (ii) fund or limited partnership that is managed or advised, or whose general partner or manager is managed or advised, by the Receiver or its Affiliate or which the Receiver or its Affiliate controls.

1.4. **Permitted Receivers** means the Receiver's Affiliates and the Receiver's or its Affiliates' officers, employees, members, representatives, professional advisors, banking suppliers, agents and subcontractors.

1.5. Confidential Information does not include information that is:

- (i) in the public domain not by breach of this Agreement,
- (ii) known by the Receiver or its Permitted Receivers at the time of disclosure,
- (iii) lawfully obtained by the Receiver or its Permitted Receivers from a third party other than through a breach of confidence,
- (iv) independently developed by the Receiver, or
- (v) expressly indicated by the Discloser as not confidential.

2. Non-Disclosure. Disclosure to Recipient Representatives

2.1. The Receiver may share the Confidential Information with its Permitted Receivers, but only if they:

- (i) need to know it, and only use it, for the Purpose, and
- (ii) have agreed to keep it confidential and restrict its use to the same extent that the Receiver has.

2.2. The Receiver is liable for its breach of this Agreement and any act or omission by a Permitted Receiver which would constitute a breach of this Agreement if it were a party to it.

2.3. The Receiver may share the Confidential Information if required by law or regulation but must promptly notify the Discloser of the requirement if allowed by law or regulation.

3. Covenants of the Recipient

3.1. The Receiver must:

- (a) only use the Confidential Information for the Purpose,

- (b) protect the Confidential Information and prevent any unauthorised use or disclosure of any Confidential Information. The Recipient may only share the Confidential Information with its Affiliates or Permitted Receivers on a need-to-know basis for the Purpose.
- (c) keep the Confidential Information secure and confidential and only disclose it as allowed by this Agreement,
- (d) promptly notify the Discloser if it becomes aware of a breach of this Agreement, and
- (e) within thirty days of the Discloser's request, take reasonable steps to destroy or erase any Confidential Information it holds, except the Receiver may retain copies of Confidential Information:
 - (i) that are securely stored in archival or computer back-up systems,
 - (ii) to meet legal or regulatory obligations, or
 - (iii) in accordance with bona fide record retention policies,subject to this Agreement's terms.

4. Term

- 4.1. The Receiver's obligations in relation to Confidential Information start on the date Confidential Information is disclosed and last until the end of the Confidentiality Period.
- 4.2. A party may terminate this Agreement with thirty days' prior written notice (**Early Termination**).
- 4.3. Save in the event of Early Termination, the obligations and restrictions in this NDA will last until the earlier of (i) the expiration of the Disclosure Period, or (ii) the date upon which the Parties execute a definitive agreement with respect to the Purpose or other transaction, including customary confidentiality obligations which the Parties expressly designate to replace the obligations hereunder. In the event of Early Termination, the obligations and restrictions will last until the expiration of a further period of two (2) years from Early Termination.

5. Other important information

- 5.1. **Notices.** Formal notices under this Agreement must be in writing and sent to the email addresses on the Agreement's front page as may be updated by a party to the other in writing.
- 5.2. **Third parties.** Except for the Discloser's Affiliates or Permitted Receivers, no one other than a party to this Agreement has the right to enforce any of its terms.
- 5.3. **Covenants of the Recipient.** In addition to the obligations of the Recipient set forth in other Articles of the Agreement, the Recipient undertakes to: (i) not make commercial use of the Confidential Information and not use the Confidential Information for its own benefit or for the benefit of a third party; (ii) protect the Confidential Information by applying the same degree of care and security measures that it adopts to protect its own private and confidential information, (iii) not use the Confidential Information to the detriment of Provider's interests; and (iv) cause the Recipient's Representatives to perform or comply, as the case may be, with any and all of the Recipient's obligations under this Agreement.
- 5.4. **No Representations.** The Recipient acknowledges that the Provider makes no representations or warranties as to the accuracy or completeness of the Confidential Information or any component thereof, and the Recipient shall be entitled to rely solely on such representations and warranties as may be made to it in a definitive agreement (if any) relating to the Transaction between the Parties. The Recipient understands that the estimates or projections with respect to future performance included in the Confidential Information should not be relied upon as accurate representations or assurances of future results. Neither the Provider nor any of its directors, officers, employees, members, agents or representatives shall have any liability to the Recipient or the Recipient Representatives resulting from their use of the Confidential Information.
- 5.5. **Entire agreement.** This Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and no party has relied on any

statement or representation of any person in entering into this Agreement.

- 5.6. **Intellectual property.** The Recipient does not acquire any license, intellectual property, or other rights to the Discloser's Confidential Information under this NDA except to evaluate the Purpose. The Recipient shall immediately comply with any request of the Discloser to return or destroy (with satisfactory evidence), all copies of Confidential Information in its possession.
- 5.7. **Data protection.** The Recipient shall be responsible and liable to comply, and ensure that its Affiliates, Permitted Receivers shall comply with all applicable data protection laws in relation to storage, access, and use of any personal data provided by the Discloser, and the duty to keep such information secure and confidential shall survive the termination or expiry of this NDA.
- 5.8. **Amendments.** Any amendments to this Agreement must be agreed in writing.
- 5.9. **Assignment.** No party can assign this Agreement to anyone else without the other parties' consent.
- 5.10. **Waiver.** If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.
- 5.11. **Equitable relief.** The Discloser may seek injunctive relief or specific performance to enforce its rights under this Agreement.
- 5.12. **Counterparts.** This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 5.13. **Governing Law.** The Governing Law (excluding any conflicts of laws principles) applies to this Agreement and related issues.
- 5.14. **Dispute Resolution.** Any dispute arising in connection with this Agreement must only be resolved by the Dispute Resolution Method.
- 5.15. This NDA does not create any agency or partnership and relationship. No person other than the Parties and their respective Affiliates, Permitted Receivers has or have any rights under this NDA. This NDA is not assignable or transferable by either Party without the prior written consent of the other Party. Either Party may enforce the provisions of this NDA on behalf of their respective Affiliates.