

## Confidentiality Agreement

Date: 29/12/2025

Parties:

**RUYA COMMUNITY ISLAMIC BANK LLC**, a limited liability company incorporated in Ajman, UAE with commercial registration No. 120781 and whose registered address is at Liwara 1, Ajman, United Arab Emirates ("**RUYA BANK**");

and

**REMI FZC LLC**, a limited liability company incorporated in Sharjah, UAE with commercial registration No. 4426805 and whose registered address is at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates, represented by Ahmed M Amer in his/her capacity as CEO ("**Counterparty**")

### 1. DEFINITION

"Agreement" means this agreement as amended from time to time;

"Business Day" means any day other than a Saturday or Sunday or a day which is a public holiday in the United Arab Emirates;

"Confidential Information" means all information in whatever form that is disclosed by one Party to the other, whether or not marked as confidential;

"Governing Courts" means the Courts of the United Arab Emirates;

"Governing Law" means the laws of the Governing Courts;

"Parties" means the parties to this Agreement and Party means either of them;

"Project" means the project that the Parties wish to explore and discuss;

"Recipients" means in relation to a Party its directors, officers, employees, sub-contractors and professional advisers and those of its affiliates who need to receive and consider the Confidential Information for the purposes of the Project.

### 2. CONFIDENTIALITY OBLIGATIONS

2.1 Subject to clause 2, each Party undertakes to the other that, in respect of the Confidential Information of the other Party, it will:

- 2.1.1 treat the Confidential Information as confidential;
- 2.1.2 not disclose the Confidential Information to anyone other than its Recipients without the prior written consent of the other Party; and
- 2.1.3 not use the Confidential Information for any purpose other than in relation to the Project.

2.2 Each Party will expressly inform its Recipients of the confidential nature of the Confidential Information of the other Party and the purpose for which it may be used and will procure their compliance with the terms of this Agreement as if they were a party to it.

2.3 Without prior written consent of the other Party, neither Party will disclose to any third party; (i) the content of this Agreement; (ii) the fact that negotiations are taking place between the Parties relating to the Project; or (iii) any content of the negotiations.

### 3. EXCEPTIONS

3.1 Neither Party will be under any obligation to keep confidential any Confidential Information that it can demonstrate:

3.1.1 is in the public domain other than as a result of being disclosed in breach of this Agreement;

3.1.2 was received from a source not connected with the other Party at a time when that source, so far as the receiving Party was reasonably aware, was not under any obligation of confidence in respect of the Confidential Information; or

3.1.3 was known to that Party before the date of this Agreement and that Party was not under any obligation of confidence in respect of the Confidential Information at that time.

3.2 A Party may disclose Confidential Information if and to the extent that it is required to do so by any law or by any court or regulatory agency or authority which has jurisdiction over such Party, provided that, to the extent legally permissible and reasonably practicable, the disclosing Party:

3.2.1 notifies the other Party as soon as possible upon becoming aware of any such requirement; and

3.2.2 co-operates with the other Party (at the other Party's reasonable expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed.

### 4. RETURNING CONFIDENTIAL INFORMATION

4.1 Subject to clause 4.2 and immediately following the earlier of: (i) the end of either Party's involvement with the Project; or (ii) receipt of a written request from the disclosing Party, the receiving Party will:

4.1.1 return to the disclosing Party or destroy (at such Party's option) all documents and materials (including to the extent reasonably practicable computer media) or such parts thereof as contain or reflect any Confidential Information, together with any copies which are in the receiving Party's possession or control, or are in the possession or control of any of its Recipients, provided that such information is in a form which is capable of delivery or destruction; and

4.1.2 to the extent reasonably practicable permanently erase all Confidential Information from any computer, word processor, mobile telecommunications device or similar device into which it was programmed by or on behalf of that Party or by or on behalf of its Recipients.

4.2 Each Party may retain: (i) one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal

compliance procedures; and (ii) electronic files containing Confidential Information created pursuant to automatic archiving and back-up procedures.

4.3 Each Party acknowledges that neither the destruction, return nor deletion of any Confidential Information will release such Party from the obligations contained in this Agreement.

5. REPRESENTATIONS

5.1 Each Party will be responsible for making its own decisions in relation to the Confidential Information and acknowledges that neither the other Party nor any of its Recipients make any representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness of the Confidential Information.

5.2 Each Party understands that the furnishing of the Confidential Information will not constitute an offer of any nature whatsoever by any Party or Recipient, nor form the basis of any representation in relation to any contract.

6. DURATION

6.1 The obligations of each Party under this Agreement will be continuing and will survive for two (2) years from the date of this Agreement.

7. GENERAL

7.1 Entire Agreement. Excluding any financial advisory engagement agreement or other transaction documentation entered into between the Parties, this Agreement together with any documents referred to in it constitutes the entire agreement (and supersedes any previous written or oral agreement) between the Parties relating to the subject matter of this Agreement.

7.2 Headings. The headings in this Agreement will not affect the interpretation of this Agreement.

7.3 Notices. Any notice or other communication given under this Agreement must be in writing, in English and served on a Party at its address (or any other address it has notified to the other Party in accordance with this clause) by hand, by registered post or by email.

7.4 Variation. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party.

7.5 Severability. If any provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement which shall remain in full force and effect.

7.6 Waiver. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

7.7 Relief. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach by them or by their Recipients of this Agreement. Without prejudice to any other rights and remedies otherwise available each Party agrees not to oppose the granting of injunctive relief in favor of the other Party on the grounds of failure to prove actual damage.

7.8 No Implied Relationship. Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.

7.9 Counterparts. This Agreement may be executed in separate counterparts all of which together evidence the same agreement.

7.10 Rights of Third Parties. A person or entity who is not a party to this Agreement has no right to enforce any term of this Agreement.

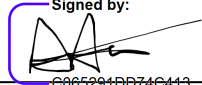
7.11 Governing Law. This Agreement is governed by the Governing Law and each of the Parties submits to the non-exclusive jurisdiction of the Governing Courts over any claim arising under or in connection with this Agreement.

Signed for and/or on behalf of RUYA BANK:

Signature:   
A62CD58ED1B0497...  
(Authorised Signatory)

Name: Christoph Koster

Signed for and on behalf of REMI FZC LLC:

Signature:   
6065291DB740413...  
(Authorised Signatory)

Name: Ahmed Amer