

MUTUAL NON-DISCLOSURE AGREEMENT

BETWEEN

BELMONEY SA, registered under n. 0540.745.997, headquartered at Avenue Louise 54, 3rd Floor, 1050 Ixelles, Belgium, duly represented herein by Mr. Bruno Pedras, CEO, email address bruno.pedras@bel.money, hereinafter referred to as “Belmoney”

AND

Remi FZC LLC, registered under n. **4426805**, headquartered at **Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates**, duly represented herein by **Ahmed M Amer**, email address **aa@remi.ae**, phone number **+201066688874** hereinafter referred to as “**Remi FZC LLC**”.

WHEREAS:

A. BELMONEY is a company duly organized and existing under the laws of Belgium, and is a payment institution and money service business through several agent locations in Europe;

B. “Remi FZC LLC” is a company duly organized and existing under the laws of United Arab Emirates ;

C. The parties have indicated an interest in exploring a potential business relationship (the “Partnership”), and in connection with the Partnership, each Party may provide or gain access to certain confidential or proprietary information.

D. The Parties agree that the entry into this Agreement does not create any binding obligation whatsoever on the Parties to enter into Definitive Agreements;

E. The Parties acknowledge and agree that in the event the Parties enter into the Definitive Agreements this Agreement will be made a part thereof to the extent the same is warranted and relevant;

F. Belmoney and Remi FZC LLC are individually referred to as a ‘Party’ and collectively referred to as ‘Parties’ under this Agreement. The disclosing Party and the receiving Party of the Confidential Information under this Agreement are respectively referred to as the “Informant Party ” and the “Receiving Party”.

The parties shall resolve to conclude *this NON-DISCLOSURE AGREEMENT*, which will be governed by the following clauses and conditions:

1 OBJECT

1.1 The subject matter of this Agreement is the establishment of reciprocal rules for the confidentiality and security of **CONFIDENTIAL INFORMATION** owned exclusively by each party, in respect of which the parties may have access on account of the trade dealings established since the preliminary negotiations and agreements.

1.2 The stipulations and obligations contained in this Agreement shall apply to all information that is disclosed from one party to another, during any commercial contact between them.

2 CONFIDENTIALITY

2.1 Parties agree that **CONFIDENTIAL INFORMATION** shall mean any document, data, knowledge, specification, material, design, graphic design or information, including those of technical and/or commercial nature, obtained by the Parties in connection with the dealings outlined in the preamble of this Agreement, including those relating to the business, affairs, customers, clients, suppliers, strategies, action plans, production processes, developments and innovations, patentable or not, formulas, materials, product specifications, software, source code, know-how discoveries, designs, drawings, diagrams, models, samples, plans to marketing methods, procedures, recipes, formulas and/or formulation of any kind, reports, examples, components, costs, accounting and financial data, customer base, environmental aspects, among others, revealed by any means and/or form of disclosure.

2.2 Any and all materials and/or information that is provided to each other by the parties or in their names, whether by digital channels, photocopy, floppy disk/flash drive, DVD/CD-ROM, sample, formulation of any kind, however recorded, preserved or disclosed constitute **CONFIDENTIAL INFORMATION**, whether designated as such.

3 PARTIES

3.1 Under this Agreement, each Party expressly undertakes to take all necessary precautions to safeguard the confidentiality of the other party's **CONFIDENTIAL INFORMATION** to which they have access, including, at a minimum, the precautions taken by each party to: **(i)** safeguard its own **CONFIDENTIAL INFORMATION**; **(ii)** respond to reasonable requests made by the party holding the information to that effect; and **(iii)** to pre-warn all those who may have access to **CONFIDENTIAL INFORMATION**, such as its employees, agents officers, representatives, advisers and contractors (together, its "Representatives"), of its obligations with respect to the confidentiality of **CONFIDENTIAL INFORMATION**.

3.2 Each Party undertakes reciprocally, by itself and its representatives, to:

- a) Keep confidential information provided by the other party in strict secrecy, and may not, under any pretext and by any means, disclose, reproduce, transfer, dispose, pass on, in whole or in part, such information;
- b) Not allow third parties to use, access and/or handle any **CONFIDENTIAL INFORMATION**, except in the assumptions expressly provided for in Clause 4 below;
- c) Not exploit, for the benefit of himself or third parties, the **CONFIDENTIAL INFORMATION** of the other party, using it strictly for the purpose provided for in this instrument;
- d) Only disclose **CONFIDENTIAL INFORMATION**, or part of it, to those professionals who need it to assist it in the fulfillment of the obligations it has with the other party, such as agents, employees, and commercial representatives, limited the disclosure to the information strictly necessary for them to perform their functions, being

responsible for their acts;

e) Maintain security against access to and misuse of **CONFIDENTIAL INFORMATION** by taking the necessary measures to ensure confidentiality at its own expense;

f) Not to disclose to third parties the existence, content and conditions of this Agreement and any commercial transactions between the parties, without the prior and express written permission of the other party.

The recipient shall be liable to the Disclosing party for the actions or omissions of the Recipient's Representatives under this Agreement, as if they were the actions or omissions of the Recipient.

Where the Recipient receives Personal Data from the Disclosing party pursuant to this Agreement, each party warrants and undertakes to comply with its obligations under the applicable Data Protection Legislation.

4 EXCEPTIONS TO CONFIDENTIALITY

4.1 The duty of confidentiality of **CONFIDENTIAL INFORMATION** shall not apply in the following cases:

a) when **CONFIDENTIAL INFORMATION** becomes available to the public before it is provided reciprocally by the parties;

b) If **CONFIDENTIAL INFORMATION** is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, and disclosure is restricted to that necessary to meet the imposition or determination;

c) If the disclosure of **CONFIDENTIAL INFORMATION** is previously authorized by the titular party in writing. In such a case, the receiving party undertakes to obtain from the third party receiving the information the same commitment of confidentiality herein assumed in this Agreement.

In the event provided for in point "b" above, the party who is subpoenaed to provide specific information about the procedure, shall first communicate, in a timely manner and in writing, the other party, so that it can take the measures it deems appropriate.

5 TERM OF THIS AGREEMENT

5.1 The commitment of confidentiality herein by the parties is irrevocable, remaining in force from the date of its signature until 5 (FIVE) years after the end of the negotiations or the existing commercial relationship between the parties, if it becomes material.

6 RETURN AND/OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Any and all **CONFIDENTIAL INFORMATION**, including written documents and materials provided to the other party, shall remain the exclusive property of the party who discloses the information and shall be immediately returned or destroyed within five (5) days, upon the sole request of the titular Party.

6.2 In the event that the parties do not carry out the desired commercial transactions, or, if they perform and the legal and/or commercial relationship between the parties is over for any reason, they shall return to the other party, upon request, within five (5) days, all documents and materials in their possession, especially those containing **CONFIDENTIAL INFORMATION**.

7 INTELLECTUAL PROPERTY

7.1 The parties hereby recognize the revealing party as the sole and exclusive owner of the intellectual and industrial property of **CONFIDENTIAL INFORMATION**, as well as the respective rights in the case of confidential information, and each party may not, under any circumstances, make use of or market such knowledge.

8 PENALTY

8.1 The breach of the duty of confidentiality set forth in this Agreement, duly proven, will terminate any negotiation and enable the complete termination of any Agreement entered between the parties, including this Agreement. In this case, the infringing party shall be subject to payment of the losses and damages suffered by the other party, including those of a moral or competitive nature, as well as those of civil and criminal liability, which shall be determined in regular judicial or administrative proceedings.

9 GENERAL TERMS AND CONDITIONS

9.1 **CONFIDENTIAL INFORMATION** under no circumstances may be used by either party in such a way as to denigrate the image or interests of the **parties**, their shareholders, or their partners and other *stakeholders*.

9.2 Any disagreements between the parties will not affect the obligations assumed herein, which will remain unchanged in any event.

9.3 The obligations assumed by the parties to this Agreement extend to their partners, successors and representatives.

9.4 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

9.5 This Agreement shall not be modified or changed in any way except by a written document signed by both parties.

9.6 The parties shall be independent throughout the duration of this Agreement. Under no circumstances shall it be interpreted as an Agreement constituting any associative link between the parties.

9.7 Unless specifically provided to the contrary, neither party may assign or transfer this Agreement without the prior and express written consent of the other Party.

9.8 The omission or tolerance of either party to demand strict compliance with the obligations hereunder or to exercise any right arising out of this Agreement shall not constitute a waiver of the right to demand compliance with obligations, nor shall it be a waiver of fines and indemnification sums due by the infringing party.

9.9 If any provision of this Agreement is found to be or becomes illegal, invalid or unenforceable, the parties agree that the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

10 LAW AND JURISDICTION

10.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Belgium. For all legal purposes, including interpretation, the wording of this Agreement will be solely in English, and the writing in any other language will be a mere translation.

10.2 The parties irrevocably agree that the courts of Belgium shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which the parties have signed this Agreement on the date set out below

Brussels, 19/05/2026.

For and on behalf of: **BELMONEY SA**

Signature:

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Name: Bruno Pedras

Title: CEO

For and on behalf of: **Remi FZC LLC**

Signature:



Name: Ahmed M Amer

Title: CEO

Signatures Log

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Signatures

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Authentication points: Email: bruno.pedras@bel.money Security Level: Validado por código único enviado por e-mail		IP: 81.35.20.172 Device: Mozilla/5.0 (iPhone; CPU iPhone OS 26_3 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.3 Mobile/15E148 Safari/604.1 [WAIOS/2.26.19]

LEGAL COMPLIANCE OF THE ELECTRONIC SIGNATURE

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