

Non-Disclosure Agreement (NDA) between ScaleX Innovation and DirectSB

Purpose: This Non-Disclosure Agreement (NDA) is entered into on 22 Nov 2023 between **DirectSB**, henceforth referred to as the "**Disclosing Party**," and **ScaleX Innovation**, henceforth referred to as the "**Receiving Party**," to protect confidential information shared during discussions related to the AI technology developed by the ScaleX Innovation Party for the benefit of DirectSB.

Confidential Information: For the purpose of this Agreement, "**Confidential Information**" refers to any information, technical data, trade secrets, intellectual property, or know-how disclosed by the Disclosing Party to the Receiving Party, whether oral, written, graphic, or in any other form, that is explicitly marked as confidential or should reasonably be understood to be confidential. This includes, but is not limited to, software code, algorithms, business strategies, and customer data.

Obligations:

- The Receiving Party shall keep all Confidential Information strictly confidential and use it solely for the purpose of evaluating potential collaboration with the Disclosing Party regarding AI technology for DirectSB's portal.
- The Receiving Party shall not disclose, copy, reproduce, distribute, or use any of the Confidential Information for any other purpose without the prior written consent of the Disclosing Party.
- The Receiving Party shall take specific precautions such as encryption of digital files and secure storage of physical documents to prevent the unauthorized disclosure or use of the Confidential Information, exercising a degree of care at least as protective as that applied to its own confidential information.

Exclusions: The obligations under this Agreement shall not apply to any information that:

- Is or becomes part of the public domain without breach of this Agreement by the Receiving Party, where 'public domain' is defined as information legally made available to the public.
- Was in the possession of the Receiving Party without restriction as to disclosure before receipt from the Disclosing Party.
- Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information, and can be proven as such.

Non-Replication Clause: DirectSB acknowledges that the AI technology shared by the Disclosing Party is unique and proprietary. DirectSB agrees that no direct copying, emulation, or creation of substantially similar products or technologies shall be attempted or executed based on the Confidential Information shared by the Disclosing Party.

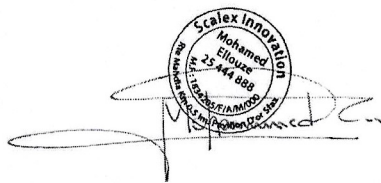
Term and Termination: This Agreement shall remain in effect for three years. Either party may terminate this Agreement at any time by providing at least **three months notice** written notice to the other party. The obligations of confidentiality shall survive the termination of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, ensuring no conflict with Islamic Sharia principles.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

ScaleX Innovation

Mohamed Ellouze, CEO



DirectSB Farzana Irshad, COO

