

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is entered into on the date of April 29, 2025, by and between:

- **Party 1:** *ScaleX Innovation*, with its principal place of business at Mahdia Road KM 0.5, Pavillon d'Or Building, 3000 Sfax City ;
- **Party 2:** *KENSA AI Inc.*, with its principal place of business at 7 Ed Clark Gdns, Toronto, ON M6N, Canada.

Hereinafter, each party is referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Purpose

This Agreement is intended to establish a mutual obligation of confidentiality to protect **confidential and/or proprietary information** exchanged between the Parties in the course of discussions or collaboration on any current or potential business, research, or development activity.

2. Definition of Confidential Information

“**Confidential Information**” includes all non-public, proprietary, or sensitive information disclosed by either Party, in any form (written, oral, electronic, or visual), including but not limited to:

- Business plans, strategies, or proposals;
- Technical data, product designs, algorithms, source or object code;
- Research, analysis, models, databases, prototypes, specifications;
- Financial, legal, or operational data;

- Any other material that is designated as confidential or should reasonably be understood as such by its nature.

If disclosed in **written or tangible form**, it must be marked “**Confidential**” or “**Proprietary**”. If disclosed **orally**, the Disclosing Party shall confirm its confidential nature in writing within 10 business days.

3. Exclusions from Confidential Information

Confidentiality obligations do **not** apply to information that:

- Was publicly known prior to disclosure, or becomes publicly available through no breach of this Agreement;
- Was rightfully known by the Receiving Party without confidentiality obligations;
- Is lawfully obtained from a third party not bound by a confidentiality agreement;
- Is independently developed without reference to the Disclosing Party’s information;
- Is disclosed with prior **written approval** of the Disclosing Party.

4. Mutual Obligations of Confidentiality

Both Parties agree to:

- Maintain the confidentiality of the disclosed information with **at least the same degree of care** used to protect their own confidential information (and no less than a reasonable degree of care);
- Use the Confidential Information **solely** for the purpose of evaluating or pursuing the mutual collaboration.

- Restrict disclosure to employees, contractors, or agents who **need to know** and are bound by similar confidentiality obligations;
- Not disclose, publish, or use Confidential Information for personal or competitive advantage;
- Return or destroy all Confidential Information upon written request by the Disclosing Party.

5. Intellectual Property

- **Each Party retains full ownership** of its own intellectual property, whether existing prior to or developed independently during the collaboration.
- Any **jointly developed intellectual property** shall be governed by a **separate written agreement** defining ownership, usage rights, and licensing.
- Disclosure of pre-existing IP under this Agreement does **not** constitute a license or transfer of ownership unless otherwise agreed in writing.

6. Term and Duration

This Agreement shall remain in effect **until terminated in writing** by both Parties. However, confidentiality obligations shall survive for a period of **three (3) years** from the date of disclosure of the Confidential Information, unless otherwise agreed.

7. No Partnership or Agency

Nothing in this Agreement shall be construed as creating a **partnership, joint venture, employment, or agency relationship** between the Parties.

8. Legal Recourse and Jurisdiction

In the event of an unresolved dispute, the matter shall be submitted to the **competent courts**, unless the Parties agree to binding **arbitration**.

9. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect, reflecting the intent of the Parties.

10. Entire Agreement and Amendments

This Agreement constitutes the **entire understanding** between the Parties and supersedes any prior communications or agreements, whether oral or written.

Any modifications must be made in writing and signed by authorized representatives of both Parties.

11. No Waiver

Failure to enforce any provision of this Agreement shall not be construed as a waiver of any future right or obligation.

12. Binding Effect

This Agreement is binding upon the Parties and their respective **successors, assigns, and legal representatives.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date through their duly authorized representatives.

ScaleX Innovation

Signature:

Name: Mohamed ELLOUZE

Title: Chief Executive Officer

Date: April 29, 2025

KENSA AI Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

PARTNERSHIP AGREEMENT

This Partnership Agreement (the “Agreement”) is made and entered into as of this present day May 12 , 2025 (the “Execution Date”),

BETWEEN:

KENSA AI, headquartered in Toronto, ON, Canada

AND

SCALE X AI, headquartered in France

(each individually a “Partner” and collectively the “Partners”).

BACKGROUND

A. The Partners wish to establish a **collaborative and equitable business relationship** that leverages their **complementary expertise in artificial intelligence, innovation, and technology development** to pursue joint commercial and strategic opportunities.

B. This Agreement sets forth the **terms and conditions** governing the Partnership, which is structured around a **two-track collaboration model** designed to promote **mutual benefit, transparency, and respect** for each Partner’s contributions, including intellectual property and business development efforts.

1. Formation of Partnership

The Partners agree to establish a general partnership (the “Partnership”) to collaborate on mutually agreed-upon business initiatives. The Partnership will operate according to the terms and conditions outlined in this Agreement, based on mutual trust, transparency, and shared strategic objectives.

Limitation of Liability:

Nothing in this Agreement shall be construed to create joint or several liability between the Partners for obligations, debts, or liabilities individually incurred by either

Partner. Each Partner shall be solely responsible for its own operations, financial obligations, and liabilities unless expressly agreed in writing.

2. Name

The firm name of the Partnership will be: **KENSA AI & SCALE X AI Collaboration**.

To ensure a mutually beneficial partnership, the collaboration will follow a **two-track structure**:

- **Track 1 – Client Projects Brought by KENSA AI:**

KENSA AI will introduce client projects to SCALE X AI for the delivery of advanced AI, generative AI, or software solutions.

- Each project will be governed by a separate agreement that clearly defines:
 - Financial terms
 - Intellectual property (IP) rights
 - Roles and responsibilities
- All terms will respect SCALE X AI's existing IP ownership and frameworks, while ensuring a fair and transparent collaboration.

- **Track 2 – Commercialization of SCALE X AI Products:**

KENSA AI will promote and connect clients to SCALE X AI's proprietary platforms and tools under a **white-label model**.

- SCALE X AI will retain full ownership and IP rights over its products.
- A **benefit-sharing model** will be established to fairly compensate KENSA AI for its contributions to business development, while protecting SCALE X AI's technology investments.

4. Term

This Agreement will be effective from **May 06, 2025**, and will continue in effect until terminated by Section 11 (Termination).

5. Place of Business

The Partnership will operate through a **distributed collaboration model**, with **virtual and physical offices** designated by mutual agreement. While KENSA AI is headquartered in Toronto, Canada, and SCALE X AI in France, the Partnership's activities will be coordinated through virtual collaboration hubs and any physical locations deemed appropriate by both Partners.

6. Management and Decision-Making

- All strategic, operational, and financial decisions related to the Partnership shall be made **only by mutual written consent** of both Partners.
- The Partners agree to hold **regular meetings at least once per month**, which may be conducted virtually or in person, as mutually agreed.
- Either Partner may call a **special meeting** by providing **reasonable written notice**, specifying the matters to be discussed. Special meetings shall be scheduled at a mutually convenient time and format.

7. Intellectual Property Rights

- **SCALE X AI retains full ownership and all intellectual property rights** to its proprietary technologies, platforms, models, tools, and any pre-existing IP it brings to the Partnership.
- **For Track 1 projects** (client projects introduced by KENSA AI), KENSA AI will receive a **20% commission** of the total contract value, payable upon client contract signing. This applies to all Track 1 projects under this partnership.
- If the client brings multiple projects to **SCALEX AI**, KENSA AI will receive **20% commission** on each subsequent project from the same client.
- To formalize the partnership and support the FREE AI MATCH platform development, a **partnership fee of USD 4,000** is required. Instead of cash payment, this fee will be allocated towards the creation of a **proof of concept (POC)**, including **Figma prototypes** and **Epic documentation**, developed in collaboration with SCALEX AI to align with both parties' goals.

- For **co-developed or jointly funded solutions**, unless otherwise agreed in writing, the Partners shall **share ownership and licensing rights proportionally to their respective contributions** in development and funding. Any revenue derived shall be shared on the same basis. Ownership arrangements will be documented to ensure fairness and transparency.

8. Confidentiality

Each Partner agrees to:

- **Maintain strict confidentiality** of all non-public, proprietary, or sensitive information disclosed by the other Partner in connection with this Agreement, whether oral, written, electronic, or in any other form (“Confidential Information”);
- **Use Confidential Information solely** to fulfil obligations and advance the objectives of the Partnership;
- **Not disclose or permit the disclosure** of any Confidential Information to any third party without the prior written consent of the disclosing Partner, except where disclosure is required by law or court order, in which case the receiving Partner must provide prompt written notice to the disclosing Partner (unless legally prohibited) to allow for protective measures.

This obligation of confidentiality shall **survive the termination or expiration** of this Agreement for **five (5) years**, or longer if required by applicable law or specific project terms.

9. Dispute Resolution

- In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the Partnership, the Partners agree to **first attempt to resolve the matter amicably and in good faith** through direct negotiation.
- If the dispute is not resolved within **fourteen (14) calendar days** from the date one Partner provides written notice of the dispute to the other, the matter shall

be submitted to **mediation** before a **mutually agreed-upon, neutral third-party mediator**.

- The mediation shall be conducted in a manner and location agreed upon by the Partners.
- **The costs of mediation shall be shared equally** between the Partners, unless otherwise agreed in writing.
- Nothing in this clause shall prevent either Partner from seeking **interim injunctive relief** from a court of competent jurisdiction, where such relief is necessary to avoid irreparable harm.

10. Termination

- 1) This Partnership may be **terminated at any time**:
 - a. By **mutual written consent** of both Partners; or
 - b. By **either Partner**, upon providing **six (6) months' prior written notice** to the other Partner.
- 2) Upon termination, the Partners agree to:
 - a. **Fulfill all outstanding obligations and commitments** incurred before the termination date;
 - b. **Cooperate in good faith** to ensure an orderly wind-down of all joint activities, client engagements, and project responsibilities;
 - c. **Protect and preserve any intellectual property, confidential information, and data** by the terms of this Agreement.
- 3) Termination of this Agreement shall not affect any rights, liabilities, or obligations that accrued before the effective date of termination.

11. Exclusivity, Non-Compete, and Mutual Client Respect

11.1 Exclusive Territory – Canada

The Partners agree that this collaboration grants **KENSA AI exclusive rights** to lead client engagements and business development activities within **Canada** for projects pursued under this Partnership.

- SCALE X AI shall not enter into direct agreements or partnerships with **clients initially introduced or developed by KENSA AI** in Canada (review this to globally) without KENSA AI's prior written consent.
- This clause does **not restrict** SCALE X AI from pursuing opportunities in Canada that are **independent, pre-existing, or unrelated** to clients engaged by KENSA AI, provided transparency is maintained.

11.2 Global Market Conduct

Outside of Canada, both Partners may independently pursue commercial relationships and opportunities.

- However, neither Partner shall intentionally interfere with or solicit the **active clients** of the other Partner during the term of this Agreement.
- "Active clients" refer to those with whom a Partner has an ongoing engagement, proposal, or communication clearly linked to this Partnership, and not to prospects or clients approached independently by either Partner before or after the collaboration.

11.3 Mutual Non-Solicitation and Trust

To preserve the integrity of jointly developed relationships:

- Neither Partner shall, without prior mutual written consent, directly or indirectly **solicit or enter into separate agreements** with clients introduced by the other Partner under this Agreement for a period of **Five (5) years** following:
 - The conclusion of the respective joint project, or
 - The termination of this Agreement, whichever is later.

Exceptions apply if:

- The client **initiates contact independently** and expressly indicates their intention to engage outside the context of the Partnership, or
- The parties **mutually agree in writing** to proceed with such engagement.

11.4 Commitment to Transparency

Both Partners agree to maintain transparency by:

- Notifying each other of potential overlaps or client engagements that may raise conflict of interest,
- Engaging in good-faith dialogue to resolve such concerns, and
- Prioritizing mutual benefit and long-term collaboration over short-term gain.

12. Entire Agreement and Amendments

- This Agreement constitutes the **entire understanding and agreement** between the Partners regarding the subject matter herein and **supersedes all prior and contemporaneous negotiations, representations, discussions, or agreements**, whether oral or written.
- **No amendment, modification, or waiver** of any provision of this Agreement shall be effective unless it is made in **writing** and **signed by both Partners**.
- Each Partner acknowledges that it has not relied upon any representation, warranty, or agreement of the other Partner not expressly outlined in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.z

KENSA AI

Per: _FatimaZahra KHOUKH__
FOUNDER & CEO KENSA AI Inc
___ (Seal)

SCALE X AI

Per: Mohamed ELLOUZE – CEO (Seal)