

THIS AGREEMENT is dated 31 October 2024

BETWEEN

- (1) [Company Name], a [Company Type] company organized under the laws of [Country], with its registered address at [Main Office Address], holder of registration number [CR Registration #] (the "**Discloser**"); and
- (2) [Company Name], a [Company Type] company organized under the laws of [Country], with its registered address at [Main Office Address], holder of registration number [CR Registration #] (the "**Recipient**").

BACKGROUND

- (A) The parties intend to enter into discussions relating to the Purpose which will involve the disclosure of Confidential Information from the Discloser to the Recipient.
- (B) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

TERMS AGREED

1. DEFINITIONS AND INTERPRETATION

- "Business Day"** a day other than a Friday or Saturday or public holiday in the Kingdom of Saudi Arabia when banks in Saudi Arabia are open for business;
- "Confidential Information"** has the meaning given in clause 2;
- "Discloser"** being the party that discloses its Confidential Information, directly or indirectly, to the Recipient;
- "Group"** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group;
- "Group Company"** in relation to a company, any member of its Group;
- "Holding company"** has the meaning give in clause 1.5;
- "Purpose"** Potential business activity/activities whereby material information of confidential nature may be disclosed by the Discloser to the Recipient in connection with VR Training & Simulation;
- "Recipient"** being the party that receives Confidential Information, directly or indirectly, from the Discloser;
- "Representative[s]"** in relation to each party and any member of its Group:
 - (a) its officers and employees that need to know the Confidential Information for the Purpose;

- (b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;
- (c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose;

"Subsidiary" has the meaning give in clause 1.5.

- 1.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 A reference to **"writing"** or **"written"** includes fax and email.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **"holding company"** or a **"subsidiary"** means a holding company or a subsidiary (as the case may be), as a member of another company even if its shares in that other company are registered in the name of:
 - 1.5.1 another person (or its nominee) by way of security or in connection with the taking of security; or
 - 1.5.2 its nominee.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONFIDENTIAL INFORMATION

- 2.1 **"Confidential Information"** means all confidential information relating to the Purpose which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or any of its Group Companies, or their Representatives, before, on or after the date of this agreement. This includes:
 - 2.1.1 the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
 - 2.1.2 the existence and terms of this agreement;
 - 2.1.3 all confidential or proprietary information relating to:
 - 2.1.3.1 the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
 - 2.1.3.2 the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;

- 2.1.4 any information, findings, data or analysis derived from Confidential Information; and
- 2.1.5 any other information that is identified as being of a confidential or proprietary nature.
but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

- 2.2.1 it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- 2.2.2 it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- 2.2.3 it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- 2.2.4 it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- 2.2.5 it is developed by or for the Recipient independently of the information disclosed by the Discloser and the Recipient provides documentary evidence of such independence to the reasonable satisfaction of the Discloser; and
- 2.2.6 the parties agree in writing that the information is not confidential.

3. CONFIDENTIALITY OBLIGATIONS

3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- 3.1.1 keep the Confidential Information secret and confidential;
- 3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;
- 3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;
- 3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser;
- 3.1.5 not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;
- 3.1.6 apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
- 3.1.7 keep a written record of:
 - 3.1.7.1 any document or Confidential Information received from the Discloser in tangible form; and
 - 3.1.7.2 any copies made of the Confidential Information;

3.1.8 ensure that any document or other records containing Confidential Information shall be kept securely at its premises and shall not remove or allow those documents and records to be moved from those premises.

3.2 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

4. PERMITTED DISCLOSURE

4.1 The Recipient may, subject to the consent of the Discloser, disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:

4.1.1 informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

4.1.2 procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient and if the Discloser so requests, procure that any of them enters into a confidentiality agreement with the Discloser on terms equivalent to those contained in this agreement.

4.2 The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies, or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5. MANDATORY DISCLOSURE

5.1 Subject to the provisions of this clause 5, the Recipient may disclose Confidential Information to the minimum extent required by:

5.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

5.1.2 the rules of any listing authority or stock exchange on which its shares are listed or traded; or

5.1.3 the laws or regulations of any country to which its affairs are subject.

5.2 Before the Recipient discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, give the Discloser as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this clause 5.2, the Recipient shall take into account the Discloser's requests in relation to the content of this disclosure.

5.3 If the Recipient is unable to inform the Discloser before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the Discloser of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:

6.1.1 destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

6.1.2 erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;

6.1.3 erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

6.1.4 certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.

6.2 Nothing in clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.

7. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

7.1 The Discloser reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Discloser to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.

7.2 Except as expressly stated in this agreement, the Discloser makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

7.3 The disclosure of Confidential Information by the Discloser shall not form any offer by, or representation or warranty on the part of, the Discloser to enter into any further agreement with the Recipient in relation to the Purpose or the development or supply of any products or services to which the Confidential Information relates to.

8. INDEMNITY

8.1 The Recipient shall indemnify, defend and hold harmless the Discloser and each member of its Group (each an Indemnified Person) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Discloser arising out of or in connection with any breach of this agreement by the Recipient or a Permitted Recipient.

8.2 If a payment due from the Recipient under clause is subject to tax (whether by way of direct assessment or withholding at its source), the Discloser shall be entitled to receive from the Recipient such amount as shall ensure that the net receipt, after tax, of the Discloser in respect of the payment is the same as it would have been were the payment not subject to tax.

9. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Discloser may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Discloser shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Recipient.

10. NO OBLIGATION TO CONTINUE DISCUSSIONS

Nothing in this agreement shall impose an obligation on the Discloser to continue discussions or negotiations in connection with the Purpose, or an obligation on the Discloser, or any of its Group Companies, to disclose any information (whether Confidential Information or otherwise) to the Recipient.

11. ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

- 11.1 If the Discloser decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.
- 11.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 11.1, each party's obligations under this agreement shall continue in full force and effect for a period of **three (3) years** from the date of this agreement.
- 11.3 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

12. NO PARTNERSHIP OR AGENCY

- 12.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. NON-CIRCUMVENTION

- 13.1 The Recipient agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this agreement. The Recipient agrees not to accept any business opportunity that is connected with or similar to the Purpose without the consent of the Discloser, unless for each such business opportunity accepted by the Recipient, the Recipient remits a term sheet providing for a compensation structure agreeable to the Discloser, in its sole discretion.
- 13.2 The Recipient shall always act in good faith towards the Discloser and its Affiliated Companies in the exercise of their respective rights and obligations under this agreement, and the Recipient shall not attempt directly or indirectly to circumvent this agreement. For the purpose of this agreement, "**Affiliated Company**" shall mean any company which (i) controls a party, (ii) is controlled by a party, or (iii) is controlled by a company or other person which controls a Party, and "**control**" shall mean the right to exercise, directly or indirectly, 50% or more of the voting rights for the appointment of directors of the company being controlled.
- 13.3 The Recipient shall not, in any manner, solicit sources nor their affiliates, whereby sources were made available in connection with this agreement, without the express permission of the Discloser and;
- 13.3.1 the Recipient shall maintain complete confidentiality regarding the Discloser's business sources;
- 13.3.2 the Recipient shall not disclose names, addresses, email addresses, telephone and facsimiles numbers of any contacts provided by the Discloser to third parties and the Recipient recognizes such contacts as the exclusive property of the Discloser and that they will not enter into any direct negotiations or transactions with such contacts revealed by the Discloser;
- 13.3.3 the Recipient undertakes not to enter into business transactions with other entities, the names of which have been provided by the Discloser, unless written permission has been obtained from the Discloser to do so. For the purposes of this agreement, it does not matter whether information obtained is from a natural or a legal person. The Recipient also undertakes not to make use of a third party to circumvent this clause; and
- 13.3.4 in the event of circumvention of this agreement by the Recipient, the Discloser shall be entitled to a monetary penalty equal to the sums it would have realised from such a transaction along with any and all expenses, including all legal costs and expenses incurred to recover the lost revenue.

14. GENERAL

14.1 ASSIGNMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14.2 ENTIRE AGREEMENT

14.2.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.3 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.4 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14.6 NOTICES

14.6.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

14.6.2 Any notice or communication shall be deemed to have been received:

14.6.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

14.6.2.2 if sent by next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service; and

14.6.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.6.2.3, business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.6.4 A notice given under this agreement is valid if sent by email to the below contacts:

14.6.4.1 For KAIZEN MARKETING CONSULTING & SERVICES INC

(a) Saifeldin Abdelmagid

(b) CEO

(c) ceo@kaizenmkt.ca

(d) +16474018484

(e) +966504155703

14.6.4.2 For XXXXXXXXXXXXX

(a) [Name]

(b) [Business Title]

(c) [Official Email]

(d) [Telephone]

14.7 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

14.8 ELECTRONIC SIGNATURES

The parties shall be entitled to sign and transmit an electronic signature of this agreement (whatever form the electronic signature takes), which signature shall be binding on the party whose name is contained therein and is as conclusive of that party's intention to be bound by this agreement as if signed by that party's manuscript signature. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

14.9 THIRD PARTY RIGHTS

14.9.1 Unless it expressly states otherwise, this agreement does not give rise to any third party to enforce any term of this agreement.

14.9.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

14.10 ARBITRATION AND GOVERNING LAW

14.10.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules ("**Rules**") of the Saudi Arabia, which Rules are deemed to be incorporated by reference into this clause.

14.10.2 The number of arbitrators shall be three (3) with each party selecting one (1) arbitrator within ten (10) Business Days after the claimant commences the arbitration by giving written notice of the arbitration and the third (3rd) (and presiding) arbitrator shall be selected by the two (2) arbitrators within twenty (20) Business Days after

their appointment. If the two [2] arbitrators cannot agree on the third [3rd] arbitrator within such twenty [20] Business Day period, the third [3rd] arbitrator shall be appointed in accordance with the Rules.

14.10.3 The seat, or legal place, of arbitration shall be Saudi Arabia.

14.10.4 The language to be used in the arbitration shall be English.

14.10.5 Notwithstanding the foregoing, the Discloser may seek injunctive relief in any court of competent jurisdiction against the improper use or disclosure of Confidential Information.

14.10.6 The governing law of this agreement shall be the substantive law of Saudi Arabia.

SIGNATURE PAGE

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED by **KAIZEN MARKETING CONSULTING & SERVICES INC.**

Position: CEO

Signature:

Name [in block capitals]: SAIFELDIN ABDELMAGID

EXECUTED by **XXXXXXXXXXXX**

Position: [Business Title]

Signature:

Name [in block capitals]: [Name]