

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into on this 23rd day of Oct, 2021 between Omobio Private Limited, a company incorporated under the relevant laws of Sri Lanka, having its registered office at No 01, St. Alban's Place, Colombo 04 Sri Lanka., ("Omobio") and Dee Service Engineering and Connect S.A.R.L a company incorporated under the relevant laws of Democratic Republic of Congo with the registered address at No 04, Av du Musée, Haut-Katanga Lubumbashi DRC ("Dee Service Engineering and Connect S.A.R.L"). Omobio and Company are hereinafter individually referred to as "Party" and collectively as "Parties".

1. The Parties wish to explore, evaluate and enter into a contemplated business transaction. In this regard, a Party ("Discloser") may disclose to the other Party ("Recipient") certain Confidential Information.
2. For the purpose of this Agreement, the term "Confidential Information" shall include any information or data of a scientific, technical, commercial or financial nature disclosed by the Discloser, or which is obtained by Recipient from the Discloser whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitation, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plans, pricing, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of confidential nature or such information that by its inherent nature is confidential or proprietary.
3. Recipient agrees and undertakes not to disclose the Confidential Information to any third party and shall use a reasonable degree of care to protect Confidential Information and to prevent its unauthorized use. The Recipient may share Confidential Information with its employees, directors, agents or third-party contractors who reasonably need to have access thereto for the purpose set forth herein and who are bound by the restrictions set forth herein to the same extent and force as applicable to the Recipient.
4. The Parties mutually acknowledge and agree that Confidential Information shall not be considered confidential to the extent, that such information: (a) is already known to Recipient; (b) is or becomes publicly known, through publication, inspection of a product, or otherwise, and through no negligence or other wrongful act of Recipient; (c) is received by Recipient from a third party without similar restriction and without breach of this Agreement; (d) is independently developed by Recipient; (e) is furnished to a third party by the Discloser without a similar restriction on the third party's rights; (f) is approved for release, disclosure, dissemination or use by written authorization from the Discloser; or (g) is required to be

disclosed pursuant to a requirement of a governmental agency or law so long as the Recipient provides the Discloser with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement.

5. Recipient agrees to take reasonable measures to protect the confidentiality and avoid disclosure or unauthorized use of the Confidential Information of the Discloser. Without limiting the foregoing, Recipient shall take at least those measures that it takes to protect its own most highly confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by the Discloser. Recipient shall reproduce the Discloser's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
6. The Discloser retains all right, title and interest in and to the Confidential Information. Nothing in this Agreement is intended to grant any licenses or rights to the Recipient under any patent or copyright, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information except as expressly set forth herein.
7. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided to the Recipient hereunder.
8. Nothing herein shall obligate either Party to proceed with the contemplated business transaction between them. Each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the proposed business transaction.
9. Within five (5) days after written request from the Discloser, the Recipient shall return or destroy the Confidential Information and certify in writing that; after reasonable investigation and to the best of its knowledge, all Confidential Information in its possession (including all copies, reproductions and excerpts thereof) have been returned or destroyed in the manner specified in the request.
10. Unless the Parties otherwise agree in writing, Recipient's duty to protect Confidential Information shall expire 5 years from termination of this Agreement.
11. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.
12. Any doubt and/or dispute and/or difference arising between any of the Parties hereto concerning this Agreement shall be first settled if not by mediation by arbitration at Colombo as per the Arbitration Act No. 11 of 1995 of Sri Lanka as amended. The arbitration shall be conducted in English. This Agreement contains the entire agreement between the Parties with respect to the protection of Confidential Information and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except in writing signed by both Parties hereto.

For : Omobio Private Limited

Name :

Title : Director

Date :

Signature :

For : Dee Services Engineering

Name : Dean Tshike

Title : Finance Director

Date : 25/10/2021

Signature :

