
Non-Disclosure Acknowledgement Agreement

I understand and acknowledge that confidential information is being disclosed to me (the **“Receiving Party”**) by **ALMOBADARAH ALMOTATAWERAH FOR ELECTRONIC PUBLISHING CO**, a limited liability company incorporated under the laws of the Kingdom of Saudi Arabia, pursuant to commercial registration number 1010572537 and having its registered address at Al Ulya Al Sulmaneya, Prince Mamduh Bin Abdulaziz Street, Kingdom of Saudi Arabia (the **“Disclosing Party”**), solely for the purpose of enabling me to apply and potentially participate in the **Level Up Accelerator Program** (the **“Program”**).

I agree to the following:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

(a) **“Affiliate”** means, with respect to either Party, any person that (i) controls, either directly or indirectly, such Party, (ii) is controlled directly or indirectly by such Party, or (iii) is directly or indirectly under common control with such Party, for which purpose **“control”** means the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights in the appointment of the directors or similar representation of the person in question;

(b) **“Business Day”** means a day (other than a Friday or Saturday) on which banks in the city of Riyadh in the Kingdom of Saudi Arabia are open for ordinary banking business;

(c) **“Confidential Information”** means the following, irrespective of whether it is marked or designated as confidential:

(i) all business, technical, financial, operational, administrative, legal, economic, proprietary, know-how and other information in whatever form (including in written, oral, visual or electronic form) disclosed, whether before, on or after the Effective Date, to the Receiving Party or any of its Representatives by the Disclosing Party or any of its Representatives or which otherwise comes to the Receiving Party’s or its Representatives’ attention in connection with the Purpose, directly or indirectly;

(ii) all information in whatever form (including in written, oral, visual or electronic form) relating to the existence, status or progress of the Program or the Purpose, the existence and contents of this Agreement, or the fact of any discussions or negotiations that may be taking place between the Parties in relation to the Project or the Purpose (including any information which was disclosed to the Receiving Party or any of its Representatives, by the Disclosing Party or any of its Representatives or which otherwise comes to the Receiving Party’s or its Representatives’ attention in connection with the Project or the Purpose); and

(iii) all Documents and any other material that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing;

(d) “Documents” means any writing, communication, picture, drawing, program or data of any kind, whether recorded or maintained on paper or by electronic, audio, visual or any other means;

(e) “Party” means Disclosing Party and/or the Receiving Party, and “Parties” shall mean Disclosing Party together with the Receiving Party;

(f) “Program” means the Level Up Accelerator Program;

(g) “Purpose” means discussions relating to the Program, including but not limited to the Program.

(h) “Relevant Parties” means with respect to a Party, the Party, Affiliates, the businesses, current or former employees, officers, directors, investors or beneficial owners of the Party and its Affiliates;

(i) “Representatives” means, in relation to a party, its affiliates and their respective directors, officers, employees, investors, beneficial owners, agents, consultants, counsel and advisers, and, in the case of Disclosing Party, those representatives together with NEOM and NEOM’s Representatives.;

(j) unless otherwise defined, terms used in the IT industry or other relevant business context shall be interpreted in accordance with their generally understood meaning in that industry or business context;

(k) references to a “Clause” are to a clause of this Acknowledgement agreement;

(l) references to a “person” includes an individual, corporation, association, partnership, state, agency of a state, or any other entity, in each case whether or not having separate legal personality;

(m) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and

(n) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes”, “including”, “in particular” or any similar expression shall be construed without limitation.

2. DUTY OF CONFIDENTIALITY

2.1 The Receiving Party will hold all Confidential Information disclosed to it in a secure place, in strict confidence, and will not disclose, reproduce or distribute any such Confidential Information, in whole or in part, directly or indirectly (or permit any of the foregoing), to any person, except as provided under this Agreement and strictly on a need-to-know basis.

2.2 Neither the Receiving Party nor any of its Representatives will, without the Disclosing Party's prior written consent, use or exploit the Confidential Information in any way or for any purpose other than the Purpose, or make, permit or assist any other person to make any public announcement or disclosure in relation to the Purpose.

2.3 The Receiving Party will inform the Disclosing Party immediately on becoming aware, or suspecting, that Confidential Information has been disclosed to, or otherwise obtained by, an unauthorized third party.

2.4 The Disclosing Party and the Receiving Party will not, and will each procure that their directors, officers, employees, consultants and representatives will not, directly or indirectly: a) make, disseminate, publish or advertise any defamatory, false, derogatory, disparaging, negative or adverse written or oral statements about: (i) their mutual business interactions; or (ii) any Relevant Party of the other Party or b) do anything which is intended to or might reasonably be expected to have any negative impact on the reputation of a Relevant Party of the other Party.

3. PERMITTED DISCLOSURE

3.1 The undertakings in Clauses 2.1 and 2.2 will not apply to Confidential Information which the Receiving Party can establish to the Disclosing Party's reasonable satisfaction:

(a) is, at the time of disclosure to the Receiving Party or any of its Representatives, or subsequently becomes, public knowledge (other than as a direct or indirect result of the information being disclosed in breach of this Agreement or any other obligation of confidence);

(b) was known to the Receiving Party or any of its Representatives before the Effective Date and such person was not under any confidentiality obligation in respect of that information; or

(c) the Receiving Party or any of its Representatives found out from a source not connected to the Disclosing Party and such source is not under any confidentiality obligation in respect of that information.

3.2 The undertakings in Clauses 2.1 and 2.2 will not apply to any disclosure of Confidential Information that is required by any applicable law, regulation or rule, or competent governmental or regulatory authority, governmental order, decree, or any order of any court of competent jurisdiction, in which case (i) the Receiving Party will notify the Disclosing Party thereof prior to, or promptly after, making such disclosure, and (ii) the Receiving Party will only disclose that portion of the Confidential Information that is required to be disclosed and will use

its best efforts, and cooperate with the Disclosing Party, to ensure further confidential treatment of the Confidential Information so disclosed.

3.3 The undertakings in Clauses 2.1 and 2.2 will not apply to any disclosure of Confidential Information to any of the following persons who have a clear need to know such Confidential Information for the Purpose:

- (a) employees, officers and directors of a Party and its Affiliates; and
- (b) any consultant, counsel, advisor or agent retained by a Party or any of its Affiliates for the Purpose, (collectively, the “Representatives”).

3.4 Prior to making any such disclosures to persons under Clause 3.3(b), the Receiving Party will procure that

any such person complies with the terms of this Agreement; provided, however, that in the case of external legal counsel, no such undertaking will be required to be obtained by the Receiving Party where such legal counsel is bound by a professional legal duty of confidentiality.

3.5 The Receiving Party will be responsible for ensuring that any person to which it discloses Confidential Information pursuant to Clause 3.3 (i) is aware of the confidential nature of the Confidential Information, (ii) keeps the Confidential Information strictly confidential in accordance with the terms of this Agreement, (iii) does not disclose or divulge the same to any unauthorized person, and (iv) abides by the restrictions contained in this Agreement on the use of Confidential Information.

3.6 The undertakings given by the Receiving Party in this Agreement are given on its own behalf and on behalf of its Representatives. The Receiving Party will be fully responsible for all acts of, omissions of, and breaches of the terms of this Agreement by any of its Representatives as though they were the Receiving Party’s own acts, omissions or breaches.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

4.1 The Disclosing Party may at any time request (in writing) the Receiving Party and its Representatives to promptly return or destroy the Confidential Information disclosed pursuant to this Agreement (together with any document or material containing Confidential Information) and to the extent possible expunge and destroy all Confidential Information from any computer, word processor or other device containing such Confidential Information. In such event, the Receiving Party will promptly fulfil the request and in any event within five (5) Business Days of receiving such request. In the event that the documents are destroyed, the Receiving Party will certify to the Disclosing Party in writing that such destruction has occurred.

4.2 Any Confidential Information that cannot be completely destroyed or deleted by the Receiving Party from its computer servers, hard drives or other data repositories following its reasonable efforts to do so will be maintained by the Receiving Party in accordance with the confidentiality obligations of this Agreement.

5. INTELLECTUAL PROPERTY

The ownership of all intellectual property rights, including copyright, patents, know-how, trade secrets and trademarks, in the Confidential Information, will remain with the Disclosing Party and nothing in this Agreement will operate to assign, or be deemed to assign, any of those rights to the Receiving Party. Nothing in this Agreement will be construed to constitute the grant of a license, copyright or any other right to the Receiving Party with respect to the Confidential Information.

6. LIABILITIES

6.1 Each Party represents and warrants that it has the right and authority to enter into this Agreement, including the arbitration agreement in Clause 9.2, and to disclose Confidential Information to the Receiving Party. Except for the foregoing, neither Party makes any representations or warranties, express or implied, as to the quality, accuracy or completeness of the Confidential Information disclosed.

6.2 Disclosure of Confidential Information under this Agreement (i) is agreed to be on a non-exclusive, no obligation basis, and (ii) will not commit either Party to proceed to enter into any agreement with respect to the Purpose, nor commit either Party to supplying any further Confidential Information to the other Party.

Unless and until a written definitive agreement concerning the Purpose has been mutually negotiated and executed by the Parties with relevant corporate approvals, neither Party nor any of its Representatives will have any liability or obligation to the other Party or its Representatives with respect to the Purpose (except for the confidentiality obligations specifically agreed to herein). Each Party reserves the right, in its sole discretion, to decline to provide any information requested by the other Party, to terminate discussions and negotiations in relation to the Purpose at any time, and to reject any and all proposals made by the other Party or any of its Representatives in relation to the Purpose.

6.3 The Disclosing Party will not owe any duty of care to the Receiving Party or any other person, and the Receiving Party acknowledges and agrees that no person has or is held out as having authority to give any statement, warranty, representation or undertaking on the Disclosing Party's behalf in connection with the Purpose.

6.4 Neither the Disclosing Party nor any of its Affiliates, nor any of its or their respective Representatives, will have any liability whatsoever to the Receiving Party, its Affiliates, or any of its or their respective officers, directors, employees, agents or representatives, with respect to the use of or reliance upon the Confidential Information.

6.5 In the event of an unauthorized disclosure of Confidential Information, then, without limiting the Disclosing Party's remedies for such disclosure, the Receiving Party will take all remedial action necessary to prevent unauthorized use or further dissemination of the Confidential Information and will cooperate with and assist the Disclosing Party in recovering possession and enjoining the use of any such Confidential Information.

7. TERM; TERMINATION

7.1 Each Party may terminate this Agreement upon seven (7) Business Days prior written notice to the other Party and the return of any Confidential Information will be pursuant to Clause 4.2.

7.2 If the Parties enter into a definitive binding agreement concerning the Purpose, then this Agreement will terminate automatically on the effective date of such agreement, provided that such agreement expressly provides (i) that it supersedes this Agreement and (ii) for similar obligations as under this Agreement for the confidentiality of the Confidential Information.

7.3 Unless earlier terminated pursuant to Clause 7.1 or 7.2, this Agreement will terminate on the date that is the fifth anniversary of the Effective Date.

7.4 Upon termination of this Agreement pursuant to this Clause 7, the confidentiality obligations, rights and remedies set forth herein will survive termination for a period of three (3) years following the termination of this Agreement.

8. GENERAL

8.1 Confidential Information will remain the property of the Disclosing Party at all times.

8.2 All notices, demands, statements or other communications hereunder will be made to the addresses specified in Clause 8.5. Notices will be made in writing, in the English language, and delivered by e- mail.

8.3 Notices by e-mail made before 17:00 hours (recipient's local time) on a Business Day will be deemed received within the same Business Day. Notices by email made on or after 17:00 hours (recipient's local time) on a Business Day will be deemed received on the next Business Day.

8.4 Addresses for notices:

Disclosing Party:

Attn: Dr. Abdullah AlSanna

Email: abdullah.alsanaa@advancedinitiative.com

Receiving Party: As set forth on the last page

8.5 A Party may change any of its addresses set forth in Clause 8.4 by providing written notice thereof to the other Party. If the registered office of a Party changes, such Party will promptly notify the other Party thereof.

8.6 Without prejudice to any other rights or remedies that each Party hereto may have, each Party acknowledges and agrees that the other Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not be an adequate remedy.

Accordingly, a Party bringing a claim under this Agreement will be entitled, without proof of special damages, to seek the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of this Agreement.

8.7 Neither Party may assign this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, and any purported assignment thereof without such consent will be void and of no effect.

8.8 No variation or amendment of this Agreement will be valid unless agreed in writing and signed by both Parties. Waiver of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the Party granting the waiver. A failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising under this Agreement does not result in a waiver of that right, power, authority, discretion or remedy.

8.9 This Agreement comprises the full and complete agreement of the Parties with respect to its subject matter and will supersede all written and oral agreements of the Parties entered into with regard to the treatment of Confidential Information.

8.10 Each Party may sign identical counterparts of this Agreement with the same effect as if the Parties signed the same document and all of which will be considered one and the same agreement.

8.11 This Agreement does not establish a joint venture, partnership or other type of business entity between the Parties, and in no event will either Party represent to any third Party that a joint venture, partnership or other type of business entity has been formed. Neither Party may use the name, logos or trademarks of the other Party in connection with any advertising, publicity materials or other activities without the prior written consent of the other Party.

8.12 If any provision, or part of a provision, of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this Agreement will remain in force.

8.13 Neither Party will, without the prior written approval of the other Party, disclose the existence of this Agreement, the fact that Confidential Information has been exchanged hereunder or that any evaluations, discussions, meetings or negotiations have been or are taking place between the Parties.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement is governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

9.2 Any dispute arising out of or in connection with this Agreement will be finally settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA"). Such arbitration:

- a) will be conducted under the SCCA's arbitration rules as at the Effective Date (the "Rules"), which are deemed to be incorporated by reference into this Clause;
- b) will have its seat in Riyadh, Kingdom of Saudi Arabia;
- c) will be conducted in English; and
- d) will be settled by a sole arbitrator appointed in accordance with the Rules.

9.3 Nothing in this Clause 9 prevents a Party from applying to the courts of competent jurisdiction to seek urgent interim relief.

By typing your information below, you are signing this agreement electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this agreement.