



Non-Disclosure Agreement

2023

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is made as of
....., 2023 ("Effective Date"), by
..... ("You"), having his address at

P.O. Boxfor the benefit of Archiplexus Architecture and Design FZ-LLC, Dubai, United Arab Emirates, and its subsidiaries, affiliates, partners, and joint ventures and each of their officers, directors, agents and employees (collectively, " Archiplexus").

WHEREAS, Archiplexus may disclose or permit you access by which you obtain certain documentation and information which Archiplexus considers and/or which you should consider

WHEREAS, you understand and agree with Archiplexus' desire and requirement that such documentation and information be maintained as strictly confidential, that it shall be used solely for Archiplexus' business purposes and shall not be used in any way in competition with the business purposes of Archiplexus.

NOW, THEREFORE, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby covenant and agree as follows:

1. In reliance upon your acknowledgments, agreements, covenants, and indemnities herein:
 - Archiplexus may from time to time furnish; or
 - Archiplexus has previously furnished to you without warranty or representation of any kind; or
 - You may develop during the term of your engagement with Archiplexus;

Financial, sales, marketing, or other reports, analyses, records, data, computer programs or output, object code, source code, software development methods, user manuals, applications, applets, forms, source documentation, system documentation, user documentation, training materials, executable modules, contract or license materials, technique, process, formula, developmental or experimental work, work in process, trade secrets, customer information or lists, vendor information, employee information, advertising plans, competitive strategy, pricing, technology or business plans, formulas, patterns, compilations, devices, methods, techniques, processes, instructional methods, manufacturing processes, databases, know-how, inventions, or other material, both oral and written, developed by Archiplexus and/or others, which Archiplexus considers or which you should consider proprietary and confidential to or of independent economic value to Archiplexus, actual potential, regardless whether otherwise protectable under any law, and regardless of protections, markings or dissemination ("Confidential Information").

Unless otherwise specified by duly-authorized officers of Archiplexus or excluded pursuant to the terms of this Agreement, all Confidential Information discussed, disclosed, or in any way provided by Archiplexus or otherwise obtained or developed by you in connection with the Archiplexus will be considered proprietary and confidential to ARCHIPLEXUS, and the restrictions herein are mutually agreed to be and shall be deemed to constitute reasonable efforts to maintain its confidentiality.

2. You shall treat all Confidential Information provided by Archiplexus or obtained or developed by you as proprietary to ARCHIPLEXUS and confidential.

You will not disclose or permit inevitable disclosure of such Confidential Information, and you shall be solely and directly responsible for all persons who obtain Confidential Information by or through you (including without limitation your affiliates, subsidiaries and partners and their employees, officers or directors, contractors or subcontractors, or legal and financial representatives) (collectively, "your parties").

You will not otherwise permit such Confidential Information to be available or accessible, stored electronically or otherwise, published, distributed, transmitted or delivered in any form whatsoever to anyone else.

Without limitation to your obligations, all Confidential Information will be safeguarded with the highest degree of care to avoid disclosure and shall be preserved bug and virus free.

You will not allow or permit any such Confidential Information to be knowingly or negligently misappropriated or used (directly or indirectly, by independent research, reverse engineering, decompiling or otherwise) by you or your parties for their own benefit or for the benefit of others, except in conjunction with discussions and meetings between Archiplexus and you and agreements or actions arising there from or related thereto.

All use of Confidential Information or other information and all derivations thereof or inventions arising from it shall be and inure solely to ARCHIPLEXUS's right, title, interest and benefit (including all intellectual property rights or interests relating thereto or arising there from, worldwide and in perpetuity, in all media now known or hereafter developed), and in no event will you permit Confidential Information to be used by any person in competition with or to the detriment of Archiplexus.

3. Notwithstanding the above, portions of such documentation and information will not be deemed Confidential Information; to the extent a duly-authorized court holds that such portions were already known to you as of the Effective Date.
4. In the event that you may obtain or have access to Confidential Information, you, and your employees and agents agree to be bound by and comply with the following obligations:
 - To hold and protect all Confidential Information in strict confidence and maintain its confidentiality;
 - To adopt, implement, maintain, and comply with reasonable safeguards, security procedures and practices to prevent the unauthorized access, destruction, modification, use or disclosure of Confidential Information;
 - Not to use or disclose Confidential Information for any purpose other than as specifically directed by ARCHIPLEXUS;
 - To notify ARCHIPLEXUS immediately whenever Confidential Information has been, or you reasonably believe or suspects that it has been, acquired, destroyed, modified, used, disclosed, or accessed by any person in an unauthorized manner or for an unauthorized purpose;
 - To restrict access to Confidential Information to those persons who have a need to know for purposes of providing goods or services to Archiplexus.

5. Nothing contained in this Agreement will be construed as granting or conferring any intellectual property, patent, copyright, trademark, trade secret, or any other proprietary rights by license or otherwise, expressly, implied, or otherwise, for any trademark, trade name, logo, logotype, invention, discovery, or improvement made, conceived or acquired prior to or after the date of this Agreement.

All such rights shall be, become and remain the sole property of ARCHIPLEXUS. You acknowledge and agree that your work, and the work of anyone who may assist you (the "Work") is being specially ordered by Archiplexus, that anything you invent belongs to ARCHIPLEXUS, and that the Work shall constitute a "work made for hire" for ARCHIPLEXUS, each under all relevant copyright, patent and other intellectual property laws.

You represent and warrant that: (a) you have the power and authority to enter into and to fulfill the terms of this Agreement and to grant the rights described herein;(b) you have not entered and will not enter into any agreement or activities that will or might interfere or conflict with the terms hereof;(c) the work is and will be wholly original with you and not copied in whole or in part from any other work except materials in the public domain or supplied to you by Archiplexus, and (d) neither the Work nor the use thereof infringes upon or violates any right of privacy or publicity of, or constitutes libel, slander or any unfair competition against, or infringes upon or violates the copyright, trademark rights or other intellectual property rights of any person or entity.

6. You will not issue or permit any media release or public comment regarding the discussions or the Confidential Information without the prior written consent of Archiplexus.
7. The confidentiality requirements, covenants, agreements, and indemnity obligations of this Agreement will survive even after the termination of this Agreement.
8. If you or any of your parties are served with a subpoena or other process requiring the production or disclosure of Confidential Information, then the person or entity receiving such subpoena or other process, before complying with such subpoena or other process, shall immediately notify Archiplexus of same and permit Archiplexus a reasonable period to intervene and contest disclosure or production, at your sole cost and expense in the event such subpoena or process arises from or relates to the actions of you, your parties or persons or entities for whom you or they are responsible, in which event you shall hold Archiplexus harmless from and against all such cost and expense.
9. Nothing in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to disclose any Confidential Information or continue such discussions or meetings, make any payment or reimbursement of any kind (including without limitation broker's, finder's, consultant's, advisor's or any other fees or charges), or to engage in or enter into any business relationship, contract or future dealings between the parties, or (b) limit Archiplexus' right to enter into similar discussions or perform similar work to that undertaken pursuant hereto by itself, with affiliates or subsidiaries, or with any other persons or entities.
10. 10. You may not assign or otherwise transfer any of your rights or obligations under this Agreement to any third party without the prior written consent of Archiplexus. No permitted assignment shall relieve you of your obligations hereunder. Assignment includes assignment, encumbrance, or transfer of any kind of all or any rights or obligations arising hereunder or pursuant hereto. Any assignment in violation of this Agreement shall be deemed null and void.

11. This Agreement constitutes the entire agreement and understanding of Archiplexus and you with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings, whether written or oral, relating thereto. This Agreement may not be modified except by Archiplexus' duly-authorized prior written agreement. If any portion of this Agreement is held to be unenforceable, the remainder of the Agreement shall still be enforced in accordance with its terms. This Agreement will be governed in all respects by the laws of the United Arab Emirates.
12. You hereby agree to indemnify, defend and hold Archiplexus harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages or expenses of any kind (including attorneys' fees and expenses) incurred or suffered by Archiplexus arising from or in connection with this Agreement, including without limitation unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and negligent or intentional acts or omissions in the performance of this Agreement by you or your parties or persons to whom such persons reveal Confidential Information.
13. You acknowledge the unique and proprietary nature of the Confidential Information and agree that in the event of a breach hereof, in all likelihood Archiplexus will suffer great and irreparable injury, Archiplexus' remedies at law will be inadequate, and Archiplexus shall therefore be entitled to equitable relief (including without limitation injunctive relief, specific performance or other equitable remedies) in addition to all other remedies provided hereunder or available at law.

IN WITNESS WHEREOF, you have executed this Agreement in two Original Copies as of the Effective Date.

[print type of entity, e.g., Licensed UAE Corporation]

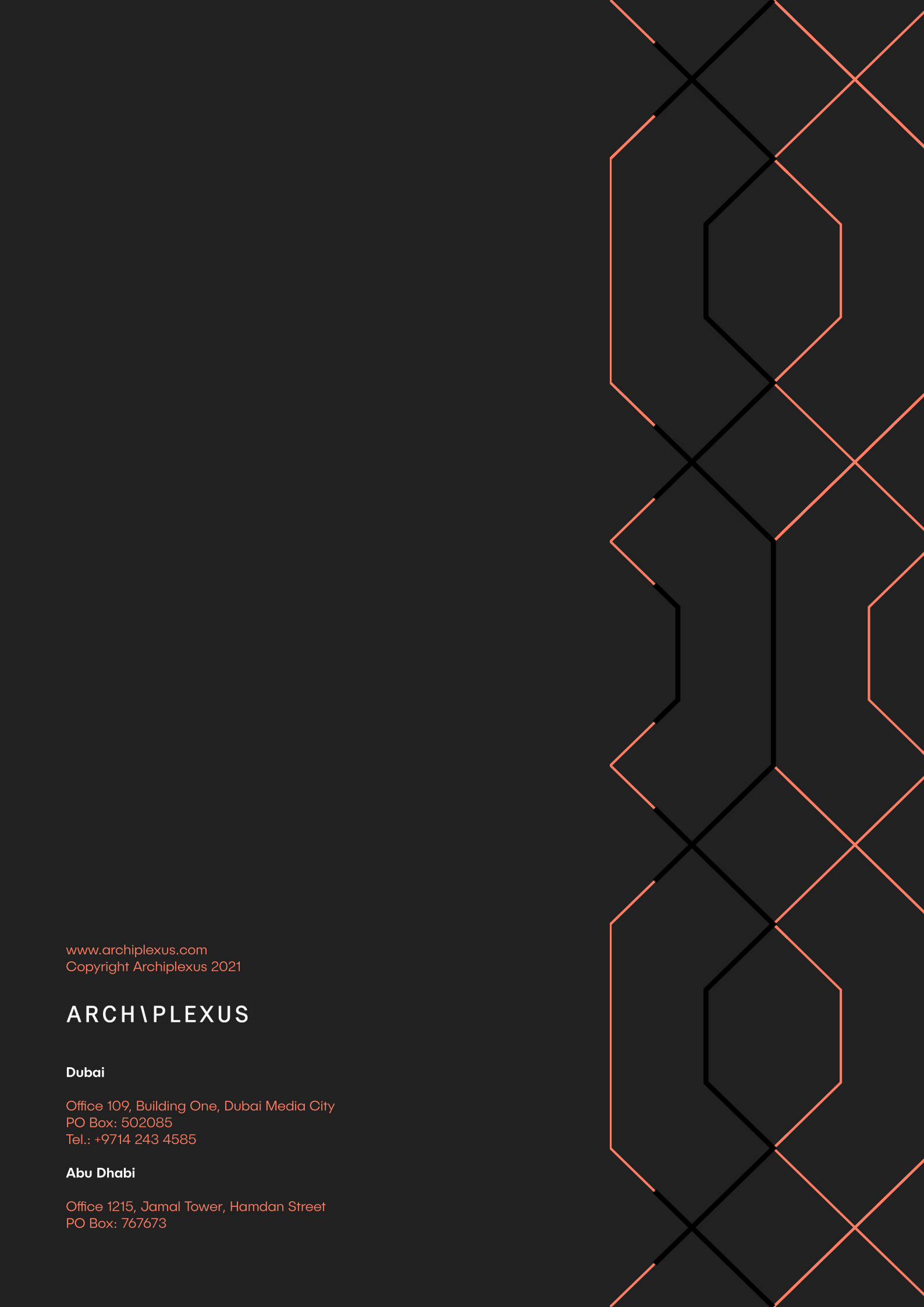
By:

[signature]

Its:

[print title]

Company Seal



www.archiplexus.com
Copyright Archiplexus 2021

ARCH\PLEXUS

Dubai

Office 109, Building One, Dubai Media City
PO Box: 502085
Tel.: +9714 243 4585

Abu Dhabi

Office 1215, Jamal Tower, Hamdan Street
PO Box: 767673