

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("the Agreement") dated this 30th day of December, 2024.

BETWEEN:

ConnectResearch Group Corp. of 801 Bay St., Toronto, ON M5S 1Y9, Canada (the "First party")

OF THE FIRST PART

- AND -

IN CONSIDERATION OF the First party providing the Confidential Information to the Second party in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the First party to the Second party under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Second party.
2. The Second party acknowledges that in any position the Second party may hold, in and as a result of the Second party's hiring by the First party, the Second party will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the First party and which information is the exclusive property of the First party.

3. 'Confidential Information' means all data and information relating to the business and management of the First party, including but not limited to, the following:
- 'Business Operations' which includes internal personnel and financial information of the First party, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the First party, and the manner and methods of conducting the First party's business;
 - 'Customer Information' which includes names of customers of the First party, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the First party;
 - 'Intellectual Property' which includes information relating to the First party's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

- 'Service Information' which includes all data and information relating to the services provided by the First party, including but not limited to, plans, schedules, manpower, inspection, and training information;
- 'Product Information' which includes all specifications for products of the First party as well as work product resulting from or related to work or projects performed or to be performed for the First party or for clients of the First party, of any type or form in any stage of actual or anticipated research and development;
- 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the First party, including but not limited to, formulas, patterns, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the First party;
- 'Marketing and Development Information' which includes marketing and development plans of the First party, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the First party which have been or are being discussed;

- 'Computer Technology' which includes all scientific and technical information or material of the First party, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
 - 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the First party, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs; and
 - Confidential Information will also include any information that has been disclosed by a third party to the First party and is protected by a non-disclosure agreement entered into between the third party and the First party.
4. Confidential Information will not include the following information:
- Information that is generally known in the industry of the First party;
 - Information that is now or subsequently becomes generally available to the public through no wrongful act of the Second party;

- Information rightly in the possession of the Second party prior to the disclosure to the Second party by the First party;
- Information that is independently created by the Second party without direct or indirect use of the Confidential Information; or
- Information that the Second party rightfully obtains from a third party who has the right to transfer or disclose it.

5. Obligations of Non-Disclosure

6. Except as otherwise provided in this Agreement, the Second party must not disclose the Confidential Information.
7. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the First party and will only be used by the Second party for the Permitted Purpose. The Second party will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the First party or any associated affiliates or subsidiaries.
8. The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Second party in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last

indefinitely.

9. The Second party may disclose any of the Confidential Information:

a. to such agents, representatives and advisors of the Second party that have a need to know for the Permitted Purpose provided that:

i. the Second party has informed such personnel of the confidential nature of the Confidential Information;

ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Second party;

iii. the Second party agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and

iv. the Second party agrees to be responsible for and indemnify the First party for any breach of this Agreement by their personnel.

- to a third party where the First party has consented in writing to such disclosure; and
- to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

9. It is understood and agreed that any business opportunity relating to or similar to the First party's current or anticipated business opportunities coming to the attention of the Second party is an opportunity belonging to the First party. Accordingly, the Second party will advise the First party of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the First party.
10. Without the written consent of the First party, the Second party further agrees not to:
- solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the First party; and
 - directly or indirectly, engage or participate in any other business activities which the First party, in its reasonable discretion, determines to be in conflict with the best interests of the First party.

11. Non-Solicitation

12. Any attempt on the part of the Second party to induce others to leave the First party's employ, or any effort by the Second party to interfere with the First party's relationship with its other Second parties and contractors would be harmful and damaging to the First party. The Second party agrees that from the date of this Agreement for a period of two years, the Second party will not in any way, directly or indirectly:

- induce or attempt to induce any Second party or contractor of the First party to quit their employment or retainer with the First party;
- otherwise interfere with or disrupt the First party's relationship with its Second partys or contractors;
- discuss employment opportunities or provide information about competitive employment to any of the First party's Second partys or contractors; or
- solicit, entice, or hire away any Second party or contractor of the First party.

This obligation will be limited in scope to those persons that were Second partys or contractors of the First party at the same time that the Second party was employed by the First party.

Non-Competition

12. Other than through employment with a bona-fide independent party, or with the express written consent of the First party, which will not be unreasonably withheld, the Second party will not, from the date of this Agreement until Jan 1, 2026, be directly or indirectly involved with a business which is in direct competition with the particular business line of the First party that the Second party was working during any time in the last year of employment with the First party.
13. From the date of this Agreement until Jan 1, 2026, the Second party will not divert or attempt to divert from the First party any business the First party had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the

case may be, of the Employment.

Ownership and Title

14. The Second party acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the First party. Accordingly, the Second party specifically agrees and acknowledges that the Second party will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-mark or trade names, notwithstanding the fact that the Second party may have created or contributed to the creation of that Confidential Information.
15. The Second party does hereby waive any moral rights that the Second party may have with respect to the Confidential Information.
16. The Confidential Information will not include anything developed or produced by the Second party during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
 - was developed without the use of any equipment, supplies, facility or Confidential Information of the First party;
 - was developed entirely on the Second party's own time;
 - does not relate to the actual business or reasonably anticipated business of the First party;

- does not relate to the actual or demonstrably anticipated processes, research, or development of the First party; and
- does not result from any work performed by the Second party for the First party.

17. The Second party agrees to immediately disclose to the First party all Confidential Information developed in whole or in part by the Second party during the term of the Employment and to assign to the First party any right, title or interest the Second party may have in the Confidential Information. The Second party agrees to execute any instruments and to do all other things reasonably requested by the First party (both during and after the term of the Employment) in order to vest more fully in the First party all ownership rights in those items transferred by the Second party to the First party.

18. **Portfolio Showcase Clause:** The Designer may request permission to showcase the designs created under this agreement in their portfolio for non-commercial purposes only, subject to the following conditions:

Confidentiality Compliance: The Designer must ensure that all showcased designs comply with the confidentiality requirements outlined in this agreement, and no proprietary information, trade secrets, or sensitive details are disclosed.

19. The Second party agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated

for in money damages and would cause irreparable injury to the First party. Accordingly, the Second party agrees that the First party is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Second party and any agents of the Second party, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

20. The Second party agrees that, upon request of the First party, or in the event that the Second party ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Second party will turn over to the First party all documents, disks or other computer media, or other material in the possession or control of the Second party that:
- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. is connected with or derived from the Second party's services to the First party.

Notices

21. In the event that the Second party is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Second party will give to the First party prompt written notice of such request so the First party may seek an appropriate remedy or alternatively to waive the Second party's compliance with the provisions of this Agreement in regards to the request.
22. If the Second party loses or makes unauthorized disclosure of any of the Confidential Information, the Second party will immediately

notify the First party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

23. Any notices or delivery required in this Agreement will be deemed completed when hand- delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

24. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

- Name: ConnectResearch Group Corp.
Address: 801 Bay St., Toronto, ON M5S 1Y9, Canada
- Name: SilverKey Technologies
Address: 7B El Sadd El Aaly, Dokki, Giza, Egypt

Representations

24. In providing the Confidential Information, the First party makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade-mark infringement that may result from the use of such information.

Amendments

25. This Agreement may only be amended or modified by a written instrument executed by both the First party and the Second party.

Governing Law

26. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

General Provisions

27. Time is of the essence in this Agreement.
28. This Agreement may be executed in counterpart.
29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
30. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
31. Each Party agrees to bear its own costs incurred in enforcing this Agreement, except where such enforcement arises due to a material breach of this Agreement by the other Party. In such cases, the breaching Party shall be liable only for **direct damages** incurred by the non-breaching Party as a result of the breach.

Neither Party shall be liable for indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, except as otherwise expressly provided herein.

32.

33. The First party and the Second party acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the First party and the Second party that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Second party to give the First party the broadest possible protection against disclosure of the Confidential Information.

34. No failure or delay by the First party in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

35. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the First party and the Second party.

36. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

ConnectResearch Group Corp.

Name: Sara Elkashef

Date: 30 Dec 2024

Signature:

Name:

Date:

Signature: