



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

AGREEMENT CODE :

STRICTLY PRIVATE AND CONFIDENTIAL

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into on this the
xxx day of xxx 2024 by and between

Name	MARCELLUS CAPITAL GROUP LIMITED incorporating all subsidiary and member entities, specifically MARCELLUS CAPITAL CAMBODIA Private Limited Company
Physical Address	Morgan Tower Level 19 Suite 11, Sopheak Mongkol RD, Koh Pich, Phnom Penh, Kingdom of Cambodia
Represented By	Adil Sallé, Chairman
Telephone	+855 7056 6325
Email Address	adil@marcelluscapitalgroup.com

hereinafter referred to as the “**FIRST PARTY**”
and

Name	
Company No.	
Physical Address	
Represented By	
Telephone	
Email Address	

hereinafter referred to as the “**SECOND PARTY**”.

Collectively the FIRST PARTY and SECOND PARTY shall be referred to as the “PARTIES”.

WHEREAS the PARTIES are collaborating with each other in business matters, and ;

WHEREAS the PARTIES will share confidential information, herein defined below, and ;

WHEREAS the PARTIES may be privy to highly secretive, privileged and confidential information made known to it through their dealings, as more specifically defined herein below.

NOW THEREFORE the PARTIES record their Agreement and undertakings below.

BONA FIDE ENGAGEMENT

The terms, conditions and purpose of this Agreement does not in any manner of whatsoever nature constitute a partnership between the PARTIES. The PARTIES shall at all times conduct themselves in a *bona fide* manner with the utmost of professionalism and integrity, in the best interests of mutually fair and equitable business.

TAX

Any tax liability and/or tax to be paid on any revenue earned by the PARTIES as a result of this Agreement and/or any business concluded between the PARTIES, shall be and remain the sole responsibility of the FIRST PARTY and SECOND PARTY individually, and the PARTIES indemnify each other from any such tax liability.

TERM

Notwithstanding termination of this Agreement for whatever reason or cause, the PARTIES shall remain legally bound by the confidentiality and non-disclosure clauses herein.

CONFIDENTIALITY AND NON-DISCLOSURE

The PARTIES agree to enter into this Agreement, the undertakings, terms and conditions provided for herein, being legally binding upon them, their heirs, successors, assigns, subsidiaries, directors, shareholders, officers, employees, agents, representatives and the like. Notwithstanding expiry or termination of this Agreement for whatsoever reason, the PARTIES, their heirs, successors, assigns, subsidiaries, directors, shareholders, officers, employees, agents, representatives and the like irrevocably agree to being legally bound by and to all clauses in this Agreement relating to non-disclosure, confidentiality and Confidential Information, including circumvention, indefinitely pursuant such expiry or termination of this Agreement.

The receiving PARTY understands that the disclosing PARTY has disclosed and may further disclose information to the receiving PARTY, which to the extent previously, presently or subsequently disclosed to the receiving PARTY, is referred to as "Confidential Information" of the disclosing PARTY.

All matters relating to this Agreement, directly or indirectly, and/or any business conducted or contemplated between the PARTIES, or business conducted by either of the PARTIES individually remains strictly confidential between the PARTIES, which may not be disclosed to a third party, and all and such information is deemed "Confidential Information" as well as and including as defined hereunder. All such Confidential Information shall extend to the PARTIES heirs, successors, assigns, directors, shareholders, officers, employees, agents, representatives and the like.

DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" means any data or information, including, but not limited to, contacts, people, institutions, organisations and entities introduced, their names, telephone and fax numbers, email addresses, websites, addresses or any other contact information, including trade secrets, methodology, know-how, financial structures and intellectual property information and/or data, that is provided or disclosed by the disclosing PARTY to the receiving PARTY.

Neither of the PARTIES shall circumvent, directly, through a third party or by any other means, the other PARTY in any manner whatsoever.

Notwithstanding anything to the contrary, Confidential Information shall not include information which –

- (i) was known by the receiving PARTY prior to receiving the Confidential Information from the disclosing PARTY, providing such Confidential Information already known by the receiving PARTY is declared as such already known information by the receiving PARTY to the disclosing PARTY in writing and sent to the disclosing PARTY via electronic mail and via prepaid registered and signed for express courier, wherein substantial documentary evidence thereof shall be provided, within 24 (twenty-four) hours of such information having been first disclosed, or where such Confidential Information is already known in the public domain and ;
- (ii) is required to be disclosed in judicial or administrative proceedings by way of an order of any competent court given and handed down in and from the jurisdiction under which this Agreement falls, as provided for and agreed to in this Agreement.

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DISCLOSURE OF CONFIDENTIAL INFORMATION

From time to time, the Disclosing PARTY may disclose Confidential Information to the Receiving PARTY. The Receiving PARTY shall :

- (i) limit disclosure of any Confidential Information to its employees, agents, representatives, consultants, advisers or the like (collectively referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the PARTIES to which this Agreement relates ;
- (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential. The liability placed upon each of the PARTIES with regard to any person or entity keeping such Confidential Information confidential, other than any person who is in the permanent employ of one of the PARTIES, shall be limited to such Representatives signing a Non-Disclosure and Confidentiality Agreement similar to this Agreement ;
- (iii) shall keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information ;
- (iv) shall not disclose any Confidential Information received by it to any third party, except as otherwise provided for herein.

USE OF CONFIDENTIAL INFORMATION

The Receiving PARTY agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the PARTIES and is under no circumstances in any other manner to circumvent, eliminate, reduce or in any way diminish the role of the other PARTY, capitalize on, leverage or in any way benefit individually or separately over the other PARTY from or by the use of the said Confidential Information outside of the spirit and purpose of this Agreement between the PARTIES, compete directly or indirectly with the other PARTY, the intention being that the recipient of the said Confidential Information will not use this information to compete with or circumvent the Disclosing PARTY, and not for any purpose other than as authorised by this Agreement without the prior written consent of the authorised signatories as foregoing in this Agreement. All use of Confidential Information by the Receiving PARTY

shall be for the benefit of the Disclosing PARTY and any modifications and improvements thereof by the Receiving PARTY shall remain proprietary to the Disclosing PARTY.

COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION

Notwithstanding anything in the foregoing or to the contrary, the Receiving PARTY may disclose Confidential Information pursuant to any governmental order, judicial order, administrative order, subpoena, discovery request, regulatory request or method, provided that the Receiving PARTY promptly notifies, to the extent practicable, the Disclosing PARTY in writing, sent via electronic mail and via prepaid registered and signed for express courier of such demand for disclosure so that the Disclosing PARTY, at its sole discretion, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality and/or non-disclosure of the Confidential Information. The Receiving PARTY agrees that it shall not oppose and shall cooperate with efforts by the Disclosing PARTY with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing PARTY is unable to obtain or does not seek a protective order and the Receiving PARTY is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the PARTIES and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the PARTIES and or the PARTIES Authorised Signatories in their personal capacity with respect to all business conducted by and between the PARTIES with regard to the specific Subject Matter/s provided for herein.

This Agreement may only be modified or amended by a written amendment specifically referencing such amendment to this specific Agreement and agreement code signed by all the PARTIES hereto. The PARTIES hereby agree to be legally bound by the electronic signing of this Agreement and that such electronic execution of this Agreement shall be treated as if signed in original. If an original of this Agreement is requested by either PARTY, then it shall be immediately provided.

Each and every PARTY declares and expressly recognizes that the provisions of this Agreement have not been imposed by one or another of them, but, to the contrary, they have been freely discussed among the

PARTIES of sound mind, capable of full comprehension of all provisions herein, freely, willingly and amicably agreed to.

In addition, each of the PARTIES has had the opportunity to obtain adequate explanation concerning the nature and the extent of each of the provisions herein, has had the time to have these provisions examined by legal counsel, and declares that he/she is satisfied with the legible and comprehensible character thereof.

Each one of the PARTIES hereby expressly waives the right to invoke the invalidity of any of the provisions contained herein because it is incomprehensible, illegible or abusive.

JURISDICTION

This Agreement shall be governed by the exclusive laws of England and Wales.

DISPUTES

In the arising of any dispute in terms of this Agreement the PARTIES agree to use their reasonable best effort to settle all disputes amicably. In the event of an impasse being reached and a dispute cannot be otherwise settled within Thirty (30) business days of first written notice given via electronic mail and via prepaid registered and signed for express courier, then such dispute shall be settled in and under the rules and laws of England and Wales through arbitration including, all disputes, all differences of any kind whatsoever which may arise between the PARTIES hereto in connection with or arising out of this Agreement, or the interpretation thereof, or the rights, duties, obligations or liabilities of any PARTY or the operation, breach, termination, abandonment, foreclosure or invalidity thereof. Any and all such arbitration shall be brought by any one of the PARTIES through the London Court of International Arbitration. The PARTIES irrevocably accept any decision or ruling made by or through such arbitration as final without further process of appeal.

All written notices given in terms of this Agreement shall exclusively be given to the electronic mail and physical addresses forewritten. Any change in electronic mail and/or physical address of any one of the PARTIES shall be notified in writing to the other PARTY via electronic mail and via prepaid registered and signed for express courier.

NON – WAIVER

Unless otherwise provided by law, no failure to exercise and no delay in exercising any right, power or privilege hereunder shall constitute a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other rights, powers or privileges.

EFFECTIVENESS, COPIES AND MODIFICATIONS

This Agreement shall come into effect on the date first forewritten above once signed by the Authorised Signatories of the PARTIES.

This Agreement, if executed electronically, is deemed to have the same legal effect as if in hard copy format. This Agreement may be executed in two or more counterparts signed by the PARTIES, all of which taken together shall constitute one and the same Agreement. Any modification of this Agreement may only be made pursuant to a written agreement duly executed by the Authorised Signatories of the PARTIES. All Annexures or Addendums to this Agreement shall form a whole part of this Agreement.

FORCE MAJEURE

Any delay in or failure of performance by either PARTY of their respective obligations under this Agreement shall not constitute a breach hereunder or give rise to any claims for damages if and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such PARTY. The term “beyond the control of such PARTY” includes lawful order of government or authority, act of war, rebellion, riot, protest or sabotage, fire, flood, earthquake or other natural disaster or pandemic and any other cause not within the direct control of such PARTY, or which by exercise of reasonable diligence, the PARTY will be unable to foresee or prevent or remedy.

OTHER PROVISIONS

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

This Agreement is personal in nature and neither PARTY may directly or indirectly transfer it by operation of law or otherwise without the prior written consent of the other PARTY. All obligations contained in this Agreement shall extend to and be binding upon the PARTIES of this Agreement and their respective successors, assigns, heirs, executors, administrators and designees.

In every instance where notice is required or reasonably expected in writing in terms of this Agreement, such notice or communication shall be signed by the Authorised Signatory, as provided for in this Agreement, and sent per prepaid registered and signed for express courier to the physical address and per electronic mail as provided herein.

This Agreement is a full recourse commercial agreement. Upon execution of this Agreement, this Agreement shall embody the full understanding and agreement between the PARTIES with regard to the subject matter between the PARTIES and shall supersede all and any other prior understandings or agreements, presentations and any documents or information between the PARTIES in any regard of whatsoever nature, whether verbal or written.

Each signatory to this Agreement confirms and declares that he or she is empowered, legally qualified, of sound mind and authorised by an authentic and valid Resolution and approval of the required and appropriate Board, Committee, Cabinet and/or Body to execute, deliver and to be bound by the terms and conditions of this Agreement. Furthermore, in the event that this Agreement is translated into another language, the PARTIES agree that this, the Agreement in the English language, shall prevail and supersede any other translation.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

The PARTIES agree to accept without dispute the placing of electronic signatures on this Agreement. EDT (Electronic Document Transmissions) shall be deemed valid and enforceable in respect of any provisions of this Agreement. As applicable, this Agreement shall incorporate U.S. Public Law 106-229, "Electronic Signatures In Global and National Commerce Act", as amended, or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (UN/CEFACT), as amended, and subject to European Community Directive No.95/46/EEC, as applicable and as amended. Either Party may request hard copy of any document that has been previously or is presently transmitted by electronic means and shall be given such hard copy without delay, provided, however, that any such request shall in no manner delay the

PARTIES from performing their respective obligations and duties under EDT instruments and in terms of this Agreement.

AGREED TO AND LAWFULLY EXECUTED BY THE PARTIES ON THIS DAY THE xxx OF xxx 2024.

Signed for and on behalf of the FIRST PARTY duly authorised hereto as the Authorised Signatory		Signed for and on behalf of the SECOND PARTY duly authorised hereto as the Authorised Signatory	
Name	ADIL SALLÉ	Name	
Designation	Authorised Signatory Chairman Marcellus Capital Cambodia Co.,Ltd	Designation	Authorised Signatory xxxx xxxx

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