

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT is made and entered into on this 20th day of April, 2026 (the "Effective Date") by and between:

1. **SWITCH PAY LIMITED**, a corporation duly organised and existing under the laws of the Business Corporations Act, SBC 2002, with the incorporation number BC1481523, having its business address at 22420, Dewdney Trunk Road, Unit 300, Maple Ridge, British Columbia, V2X 3J5, Canada, represented by its CEO, Mr. Mohammed Ali Yusuf, email id: mo@fuze.finance (herein after referred to as the "First Party" and covers all its Affiliates and Group Companies); and
2. **Remi FZC LLC**, a company incorporated under the laws of the United Arab Emirates with company number 4426805 and having its business address at Business Center, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates, represented by its CEO, Mr. Ahmed M Amer, email id: aa@remi.ae (herein after referred to as the "Second Party" and covers all its Affiliated and Group Companies)

First Party and Second Party are hereinafter individually referred to as a "Party" and collectively as the "Parties."

DEFINITIONS

- 1) "**Affiliates**" means, in relation to a Party, any third party individual, firm, or entity that is formally appointed, engaged, or authorised by such Party under a contractual, partnership, referral, agency, or affiliate marketing arrangement, but which is not otherwise part of such Party's Group.
- 2) "**Confidential Information**" shall mean any and all information disclosed, whether or not it is marked as such. Such information shall include but not be limited to information relating to operations, plans, strategies (including but not limited to geographical expansion plans, target customer segments, merchant acquisition strategy, recruitment strategy and corporate acquisition strategy), concepts, proposals, intentions, know-how, trade secrets, market information, copyright and other intellectual property rights (whether registered or not), software, product and technical development road map, market opportunities, corporate acquisition opportunities, organisational internal chart, corporate structure chart, details of customers and potential customers, details of competitors and potential competitors, business and/or financial affairs (including but not limited to internal financial reports, key performance indicators, internal budget projections) and any such information relating to, disclosed or provided by or on behalf of a Party and/or a Party's Group Companies including any Personal Data as defined under Canadian PIPEDA and any other applicable privacy laws. For the avoidance of doubt, the fact that the Parties entered into this Agreement and that the Parties may disclose or may have disclosed information shall be Confidential Information.

- 3) "**Disclosing Party**" means the Party disclosing or allowing access to any particular item of Confidential Information, or, where appropriate, the Party about whom such Confidential Information relates.
- 4) "**Group**" means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party.
- 5) "**Group Company**" shall mean any member of the Group.
- 6) "**Recipient**" means in relation to any particular item of Confidential Information, the Party that receives or otherwise obtains such information.
- 7) "**Representative**" shall mean (i) any employee, officer, director of a Party and/or of a Group Company, and appointed lawyer(s); and (ii) an advisor (e.g. accountant, financial adviser and consultant) with respect to whom a prior written consent of the Disclosing Party was obtained from the Recipient for sharing of the Confidential Information.
- 8) "**Trade Secret**" means any Confidential Information that: (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of reasonable efforts to maintain its secrecy.

WHEREAS the Parties have an interest in participating in discussions wherein either Party might share such technical, confidential and business information with the other and that the Disclosing Party (as *defined below*) wishes to Protect. Accordingly, Parties wish to enter into this Agreement in accordance with which such information would be disclosed.

NOW, THEREFORE, the Parties agree as follows:

1. The Disclosing Party may disclose Confidential Information to the Recipient and the Recipient shall process and store such Confidential Information in accordance with the terms of this NDA.
2. The Recipient shall, for a period of **five (5) years** from the date of disclosure, be prohibited from disclosing such Confidential Information to any contractor or any other third party without prior written approval from the Disclosing Party, except in respect of Personal Data and Trade Secrets which shall survive indefinitely. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "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, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly 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; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

3. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the Disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information and shall cooperate with the Disclosing Party in complying with any regulatory or supervisory disclosure obligations.
4. The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the Parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
5. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party.
6. The Recipient, subject to applicable regulatory record-keeping obligations and audit requirements, shall honor any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information.
7. The Parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and damages may not be a sufficient remedy for any breach of this Agreement. Therefore, both Parties hereby agree that the Disclosing Party shall be entitled to injunctive relief against a threatened, actual or continued breach to prevent the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
8. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The Disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this

Agreement will prohibit the Recipient from developing or having developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

9. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to entering into a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a transaction at any time. This Agreement does not create a joint venture or partnership between the Parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the Parties (or their respective Affiliates / Group Companies) for the transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.
10. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 10.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the Disclosing Party; or
 - 10.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 10.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 10.4. Is approved for release (and only to the extent so approved) by the Disclosing Party; or
 - 10.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required, in the reasonable opinion of a Party by operation of law.
11. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
12. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
13. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
14. This Agreement shall remain in effect for a period of **five (5)** years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The Receiving Party's duty to hold in Confidentiality

obligations relating to Personal Data or Trade Secrets that was disclosed during term shall remain in effect indefinitely.

15. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the ADGM courts, to which the Parties to this Agreement submit.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorised representatives as of the Effective Date first written above.

For Switch Pay Limited

For Remi FZC LLC

Signed by:

Mo Ali

Signature: 2BD22449BCBA401...

Mohammed Ali Yusuf

CEO



Signature:

Ahmed M Amer

CEO