NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of **May 31st, 2025** by and between:

Bycop SAL, a company incorporated in Lebanon, having a Commercial Circular No 56722 Baabda, with its principal place of business at Sin El Fil, Georges Fattal Street, Nazarian Building, phone: +961 1 480 532, and duly represented for the purpose of this agreement by **Mr. Gary Nazarian,** in his capacity as General Manager, hereinafter referred to as the "Disclosing Party",

and

Broadnet Technologies SARL, a company incorporated in Lebanon, having a Commercial Circular No 1011725 with a registration address at 5th floor, Minkara Building, Clemenceau Street, Beirut, Lebanon, phone: +961 1 366490/1, mobile +961 3 590 202. and duly represented for the purpose of this Agreement by **Mr. Rabih Zubaidi,** in his capacity as Chief Executive Officer, hereinafter referred to as the "Receiving Party".

Disclosing Party and Receiving Party may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose
The purpose of this Agreement is to protect the confidential nature of proprietary information, including but not limited to customer data and databases, disclosed by the Disclosing Party to the Receiving Party for the limited purpose of enabling the Receiving Party to send SMS communications solely on behalf of the Disclosing Party and for no other use.

2. Confidential Information

"Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, visual, or any other tangible or intangible form, including but not limited to:
- Customer databases (including names, numbers, contact details, behavioral data, and preferences).
- Campaign strategy, content, pricing, offers, and targeting data.
- Business processes, operational methods, marketing tactics, and strategic plans.
- Technical, legal, financial, and logistical data or infrastructure related to the Disclosing Party's communications, tools, or services.

Confidential Information shall include all analyses, compilations, notes, or materials prepared by the Receiving Party that are based on or incorporate Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:
- Use the Confidential Information solely for the limited purpose described in this Agreement;
- Not disclose, share, sell, rent, or otherwise transmit any Confidential Information to third parties without prior written consent from the Disclosing Party;
- Implement and maintain reasonable administrative, technical, and physical safeguards to protect Confidential Information from unauthorized access, disclosure, or misuse, including limiting access strictly to personnel with a legitimate need to know;
- Promptly notify the Disclosing Party of any unauthorized access, use, or disclosure of Confidential Information;
- Not retain, store, or archive any Confidential Information beyond the completion of the stated purpose, and to return or permanently destroy all such information — in all formats — immediately upon request or at the end of the business relationship, whichever is earlier, and to certify such destruction in writing if requested.

4. Responsibility for Personnel

The Receiving Party shall be fully liable for any breach of this Agreement by its employees, agents, subcontractors, affiliates, or other representatives. The Receiving Party agrees to:
- Establish, document, and enforce appropriate confidentiality procedures to prevent unauthorized use or disclosure of the Confidential Information;
- Ensure that all individuals with access are contractually bound by confidentiality obligations that are no less restrictive than those contained in this Agreement.

5. Duration of Confidentiality

The obligations of confidentiality and non-use under this Agreement shall remain in effect indefinitely, including after the expiration or termination of the business relationship, regardless of the cause or manner of termination, unless otherwise agreed in writing by the Disclosing Party.

6. Remedies for Breach.
The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive or equitable relief, damages, and any other remedies available under law or equity in the event of a breach or threatened breach of this Agreement, including but not limited to the recovery of all costs, damages, and reasonable attorneys' fees incurred in enforcing its rights.

7. No Rights Granted
Nothing in this Agreement shall be construed as granting any the Receiving Party any license, title, interest, or other rights — whether expressed or implied — in or to any Confidential Information, or Intellectual Property of the Disclosing Party, including but not limited to any patents, copyrights, trademarks, trade secrets, design or know-how.

8. No Waiver or Prior Permission
Any prior access, disclosure, or use of Confidential Information by the Receiving Party, whether intentional or inadvertent and whether with or without an agreement in place, shall not be construed as permission, waiver, or grant of rights. The obligations in this Agreement shall apply to all Confidential Information, including any previously disclosed information.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of Lebanon. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Beirut, Lebanon.

10. Entire Agreement
This Agreement represents the entire understanding between the Parties and supersedes all prior oral or written communications or agreements regarding the subject matter herein. Any modification or amendment must be made in writing and signed by both parties.

11. Severability
If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12. Signatures

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first written above, acknowledging their full understanding and acceptance of the terms and conditions set forth herein.

For the Disclosing Party:
Bycop SAL

For the Receiving Party:
Broadnet Technologies S.A.R.L.

Signed by:

Rabih Zubaidi

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Signed by:

_____

Gary Nazarian
General Manager

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Rabih Zubaidi
Chief Executive Officer

Date: _____

Date: _____31 May 2025_____