



Entered into on this [25] day of [June] 2026

(1) INSTANT CASH FZE

and

(2) Remi FZC LLC

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NON-DISCLOSURE AGREEMENT

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**THIS AGREEMENT** is made on [25] [June] 2026.

**BETWEEN**

- (1) **INSTANT CASH FZE**, with offices at East Wing, Building 2, Office No 203, DAFZA, Dubai Airport Free Zone, P.O. Box: 3014, Dubai, UAE ("**Instant Cash**").
- (2) **Remi FZC LLC**, a limited liability company duly incorporated and existing under the laws of the United Arab Emirates under commercial registration number 4426805, having its registered office at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates ("**Remi**").

(Each a "**Party**" and, together, the "**Parties**").

**BACKGROUND**

- (A) The Parties desire to discuss entering into a definitive agreement and during the initial stages the Discloser will share highly confidential information with the Recipient relating to "entering into a definitive agreement for the provision of technology-enabled cross-border remittance and payment infrastructure services, through which Remi will integrate Instant Cash FZC's distribution network and financial services capabilities to facilitate international money transfers". The Parties recognise that Confidential Information will need to be shared between the Parties, which is to be used for the sole purposes of such discussions (the "**Permitted Purpose**") and is to be protected from unauthorised, copying, use or disclosure.
- (B) At any point in time, either Party could be a Discloser or Recipient, depending on which Party is disclosing and which Party is receiving the Confidential Information shared.
- (C) The Parties agree that any disclosure of Confidential Information shall be in accordance with the terms and subject to the conditions of this agreement.
- (D) In consideration of the mutual covenants contained herein, each Party to this agreement agrees as follows in this agreement with respect to the Confidential Information of the other Party.
- (E) Instant Cash may disclose Confidential Information relating to its Affiliates in which case such information is considered Confidential Information be covered by the terms of this agreement.

**TERMS AGREED**

**1 Definitions and interpretation**

- 1.1 Defined terms contained in this agreement have the meanings defined herein or as otherwise required by the context.

**"Affiliate"** includes, in relation to each Party, each and any current and future subsidiary or holding company of that Party and each and any subsidiary of a holding company of that party.

**"Confidential Information"**

save for Excluded Information, any and all Information that:

- (a) is by its nature confidential; or
- (b) the party to whom it is being disclosed knows is confidential; or
- (c) relates in any way to the Permitted Purpose and which:
  - (i) is directly or indirectly obtained, whether before or after the date of this agreement, by one Party from the other Party; or
  - (ii) comes to the Recipient's attention in connection with the Permitted Purpose;
- (d) is designated by the Discloser as confidential; and
- (e) is a Copy or Copies of any Information that is covered by any of (a) to (d) above;

**"Copies"**

copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from other Confidential Information;

**"Discloser"**

the Party to this agreement which is disclosing Confidential Information from time to time to the Recipient;

**"Excluded Information"**

information that:

- (a) is, or becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this agreement;
- (b) the Recipient can establish was already known to the Recipient and that it is not under any obligation of confidence in respect of that information; or
- (c) the Parties agree in writing is not confidential;

<b>"Information"</b>	all information, including information of a technical, commercial, business, financial, operational, administrative, marketing, trade secret or any other nature whatsoever, whether in oral, tangible or documentary form (including digital, electronic and magnetic media), whether marked or identified as being proprietary or not;
<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Permitted Purpose"</b>	has the meaning set out in Background (A);
<b>"Recipient"</b>	the Party to this agreement which is receiving Confidential Information from time to time from the Discloser;
<b>"Relevant Laws"</b>	any: <ul style="list-style-type: none"> <li>(a) laws;</li> <li>(b) regulations having the force of law; and/or</li> <li>(c) rules or requirements of any stock exchange, regulatory body or government authority.</li> </ul>

- 1.2 The rules of interpretation set out in Clauses 1.3 to 1.11 (inclusive) apply in this agreement.
- 1.3 References to "**Clauses**" are to clauses of this agreement.
- 1.4 Clause headings do not affect the interpretation of this agreement.
- 1.5 A reference to a "**person**" includes any individual, firm, partnership, unincorporated body, company, government and government entity (in each case whether or not having separate legal

personality) and (where applicable) that person's personal representatives, successors and permitted assigns.

- 1.6 Words in the singular include the plural and, in the plural, include the singular.
- 1.7 A reference to one gender includes a reference to the other gender.
- 1.8 Any reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10 A reference to "**writing**" or "**written**" includes email.
- 1.11 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 Confidentiality undertaking**

- 2.1 In consideration of the provision of Confidential Information by the Discloser, the Recipient shall:
  - 2.1.1 keep the Confidential Information secret;
  - 2.1.2 only use the Confidential Information for the Permitted Purpose where necessary;
  - 2.1.3 only make such Copies as are reasonably necessary for the Permitted Purpose, and clearly mark all Copies as confidential;
  - 2.1.4 not directly or indirectly disclose the Confidential Information (or allow it to be disclosed), in whole or in part, to any person or make Copies unless permitted by this agreement;
  - 2.1.5 use its best endeavours to ensure that no person gets access to Confidential Information other than as permitted by this agreement, which measures shall include the highest degree of care that it utilises to protect its own confidential information of a similar nature;
  - 2.1.6 inform the Discloser immediately on becoming aware, or suspecting, that an unauthorised person has gained access to Confidential Information; and
  - 2.1.7 keep confidential and do not disclose to any person the fact that Confidential Information has been made available or that any discussions may occur or may have occurred between the Parties relating to the Confidential Information or this agreement.

## **3 Announcements**

- 3.1 Neither Party is permitted to make any direct or indirect public announcement or a disclosure to any third party concerning this agreement, its terms, nor any communications, whether

electronic, verbal or written, pertaining to the discussions, negotiations or due diligence arising out of the Permitted Purpose, without the other Party's prior written approval.

#### **4 Permitted disclosure**

- 4.1 Subject to Clause 5, the Recipient may only disclose Confidential Information to third parties who:
- 4.1.1 need to receive the Confidential Information in order for the Parties to achieve the Permitted Purpose after obtaining a written approval from the Discloser;
  - 4.1.2 have been informed by the Recipient (i) of the confidential nature of the Confidential Information and (ii) that the Discloser provided the Confidential Information to the Recipient subject to the provisions of a written confidentiality agreement; and
  - 4.1.3 are bound by obligations of confidentiality equivalent in nature to those contained herein.
- 4.2 The Recipient shall, immediately on the Discloser's written request, supply the Discloser with a list showing the names and addresses of every person to whom the Recipient has disclosed Confidential Information and (to the extent reasonably practicable) what Confidential Information was disclosed to them.

#### **5 Forced disclosure**

- 5.1 Subject to Clause 5.2, the Recipient may, at its own expense, disclose Confidential Information to the minimum extent required by:
- 5.1.1 any binding order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
  - 5.1.2 any Relevant Laws with which the Recipient is bound to comply.
- 5.2 Before the Recipient discloses any Confidential Information pursuant to Clause 5.1, the Recipient shall, to the extent permitted by law:
- 5.2.1 inform the Discloser in writing of the full circumstances of the disclosure and what Confidential Information is required to be disclosed;
  - 5.2.2 consult with the Discloser as to possible steps to avoid or limit disclosure, and comply with the Discloser's requests in that regard; and
  - 5.2.3 subject to the Discloser's consent, use its reasonable endeavours to gain assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.
- 5.3 If the Recipient is unable to inform the Discloser before Confidential Information of the Discloser is disclosed, the Recipient shall, to the extent permitted by law, obtain reasonable assurances that the Confidential Information shall be treated by any court of competent jurisdiction or any competent judicial, governmental or regulatory body, as sensitive and confidential in nature, and inform the Discloser, as soon as possible after the disclosure, of the full circumstances of the disclosure and what Confidential Information has been disclosed.

## **6 Intellectual property and ownership rights**

- 6.1 The Recipient acknowledges and agrees that it shall not acquire, by implication or otherwise, any right in or title to or licence in respect of any Information it receives directly or indirectly from the Discloser, and neither this agreement nor any disclosure by the Discloser of Information shall be deemed by implication or otherwise to vest in the Recipient any present or future Intellectual Property Rights in such Information.
- 6.2 Each Party hereto shall not have any right, title, or interest in or to any Confidential Information received regardless of any contribution to the Confidential Information of the other Party. If requested by the owner of the Confidential Information, the Party shall execute any documents necessary for the owner to perfect copyright rights or other Intellectual Property Rights to any such Confidential Information produced during the term of or pursuant to this agreement.

## **7 No obligation for future business**

- 7.1 The Parties agree that this agreement and the supply of Confidential Information does not constitute an offer by either Party to enter into a business relationship nor does it impose an obligation on either Party to continue discussions or negotiations in connection with the Permitted Purpose.
- 7.2 Neither Party will be under any obligation of any kind to conduct business with one another as a result of the Permitted Purpose. 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 the negotiations with respect to the Permitted Purpose at any time.
- 7.3 Should the Parties enter into a future collaboration as a result of the discussions arising from the Permitted Purpose then the confidentiality provisions of the future collaboration shall prevail and this agreement shall be superseded by those provisions.
- 7.4 If any Confidential Information that has already been disclosed to the Recipient should be destroyed or returned, then the Discloser shall request so in writing in accordance with Clause 9 of this agreement.

## **8 Termination and expiration of obligations**

- 8.1 This agreement shall remain in effect for one (1) year from the date of this agreement. The obligations of confidentiality that arise under or in relation to this agreement shall survive termination of this agreement until such time, where relevant, that the Information becomes Excluded Information through no act or omission of the Recipient.

## **9 Return or destruction of Confidential Information**

- 9.1 On termination of this agreement or at any time on receipt of a written request from the Discloser, the Recipient shall within thirty (30) days of receipt of a written request:
- 9.1.1 return to the Discloser (or such person(s) as the Discloser may specify) all Confidential Information that is capable of return;

- 9.1.2 destroy or permanently erase (or, if that is not possible, prohibit access to) all other Confidential Information;
- 9.1.3 destroy or permanently erase all Copies of Confidential Information made by it; and
- 9.1.4 provide to the Discloser a certificate signed by the Recipient confirming that the obligations referred to in Clauses 9.1.1 and 9.1.3 have been met;

but, for the avoidance of doubt, the provisions of this agreement shall, subject to Clause 8 of this agreement, continue to bind the Recipient to whom Confidential Information has been disclosed.

## **10 Variation and waiver**

- 10.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 10.2 A waiver of any right or remedy under this agreement is only effective if it is given in writing and is signed by the person waiving that right or remedy. Any such waiver shall apply only to the person to whom the waiver is addressed and to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- 10.3 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 10.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## **11 Severance**

- 11.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

## **12 Assignment, novation and transfer**

- 12.1 Neither Party may assign, novate or otherwise transfer any of its rights or obligations under this agreement without the other Party's prior written consent.

## **13 Third party rights**

- 13.1 This agreement is made for the benefit of the Parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

13.2 The Parties agree that notwithstanding that any term of this agreement may be or become enforceable by a third party, this agreement may be terminated or varied in any way without the consent of any such third party.

#### **14 Costs**

14.1 Unless otherwise specified, all costs in connection with the negotiation, preparation, execution and performance of this agreement and the consideration or evaluation of the Confidential Information shall be borne by the Party that incurred the costs.

#### **15 Entire agreement**

15.1 This agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter of this agreement and supersedes all prior and written agreements, proposal, understandings and arrangements relating to the subject matter of this agreement.

#### **16 No partnership**

16.1 This agreement does not create a joint venture or partnership between the Parties.

#### **17 Counterparts**

17.1 This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

#### **18 Remedies**

18.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18.2 Both Parties agree that, in the event where a Party fails to comply with this agreement (such non-complying Party being referred to for the purposes of this Clause 18 as the "Defaulting Party") and causes harm, in any manner, to the other Party (such Party being referred to for the purposes of this Clause 18 as the "Non-Defaulting Party"), then the Defaulting Party shall indemnify the Non-Defaulting Party against all loss, damage, expense or costs caused to the Non-Defaulting Party in consequence of the Defaulting Party's failing for any reason to strictly observe and/or perform the terms and conditions of this agreement.

18.3 Notwithstanding the foregoing, both Parties acknowledge that compensation by monetary damages may not be an adequate remedy. Accordingly, each Party agrees that in the event of breach or threatened breach of this agreement by the other Party, the Non-Defaulting Party may seek injunctive or other preliminary or equitable relief, in addition to such other remedies as may be available at law or in equity. In the event that the Non-Defaulting Party prevails in any action at law or in equity to enforce the provisions of this agreement, the Defaulting Party shall pay the Non-Defaulting Party all costs and expenses incurred by the Non-Defaulting Party in connection with such action, including, without limitation, reasonable attorney's fees and expenses.

## 19 Governing law and jurisdiction

- 19.1 This agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre.
- 19.2 The Parties unconditionally and irrevocably agree that the courts of the Dubai International Financial Centre shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 19.3 Nothing in this Clause 19 shall preclude the Discloser from seeking interim injunctive relief in the courts of any jurisdiction where Confidential Information has been, or has been threatened to be, or is at immediate risk of being, disclosed.

This agreement has been signed on behalf of the Parties on the date stated at the beginning of it.

For and on behalf of **Instant Cash FZE**

Signed:   
Malaz Mubaid (Jun 25, 2026 10:30:40 GMT+4)

Represented by: Malaz Mubaid

Position: Chief Executive Officer

For and on behalf of **Remi FZC LLC**

Signed: 

Represented by: **Ahmed M. Amer**

Position: Chief Executive Officer