



-Privileged & Confidential-

NON-DISCLOSURE, CONFIDENTIALITY and NON-CIRCUMVENTION AGREEMENT

This NON-DISCLOSURE, CONFIDENTIALITY and NON-CIRCUMVENTION Agreement (the “**Agreement**”) is made and entered into on this --th. day of ----, 2024 (the “**Effective Date**”) by and between:

- (i) **Lieutenant General Hossam Khairallah**, Holder of Egyptian passport no. A27269893, **Mohamed Elgazar**, Holder of Egyptian passport no. A33824416, in their personal capacity and in their capacity as a representative of Black Blark LLC Reg. No. 10530/08002/28541, or any entity in which they holds interest, its Affiliates, partners, employees, and directors. (the “**First Party**”); and
- (ii), Holder ofpassport no., in his personal capacity and in his capacity as a representative of, or any entity in which he holds interest, its Affiliates, partners, employees, and directors. (the “**Second Party**”); and

“**Parties**” means jointly the Receiving Party and the Disclosing Party, and a “**Party**” means either the Receiving Party or the Disclosing Party.

PREAMBLES

WHEREAS for the purpose of exploring and evaluating the possibility of potential commercial participation between the two parties, the essence of which is on a petroleum product (Jet a1) or any other petroleum product, and wishing to deal with the petroleum refinery directly, and whereas the first party is one of the refinery’s brokers, each of the two parties mentioned herein may disclose certain confidential information (“**Disclosing Party**”) to the other party (“**Receiving Party**”); which is the refinery’s data, while reserving the mediation rights of the first party, and

WHEREAS the second party wishes to know all the refinery’s data and deal with it directly without mediation, while pledging to preserve the mediation rights and not to circumvent or deceive, and

WHEREAS the two parties wish to determine the terms and conditions under which confidential information may be disclosed to each other to evaluate the purpose, and other terms of participation;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto hereby declare and agree as follows:

ALL PREAMBLES REFERENCED HEREINABOVE ARE INCORPORATED HEREIN AND HEREBY MADE AN INTEGRAL PART OF THIS AGREEMENT. ANY APPENDIXES, ADDENDA OR SCHEDULE THAT MAY BE ATTACHED HERETO AS COMBINED HERewith AS THOUGH SET FORTH IN FULL.

1. Confidential Information.

- 1.1. In this Agreement, “Confidential Information” shall mean all information disclosed by the Disclosing Party, written, graphic or electronic form, including, but not limited to: (i) all products and/or services, specifications, and/or any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, marketing materials, financial statements, memoranda, analyses, notes, legal documents and other data and information (in whatever form), as well as client list, suppliers list, agents list, improvements, patents (whether pending or duly registered) and any copyrights, trade secrets, and know-how related thereto, as well as any information learned by the Receiving Party through the inspection of the Disclosing Party’s property, and any information that relates to the Disclosing Party’s services and/or products, whether existing or planned, designs, business plans, customers, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information; and (ii) the terms of this Agreement and the details of cooperation or engagement between the Parties.
- 1.2. Confidential Information shall not include information which: (a) becomes part of the public domain, other than by reason of a breach hereof; (b) was known to the Receiving Party prior to its disclosure hereof, provided that immediately upon disclosure the Receiving Party brought this fact in writing to the attention of the Disclosing Party; or (c) was legally obtained by the Receiving Party from a third party who is not subject to a duty of confidentiality with respect to the information, as can be demonstrated by reasonable evidence; (d) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing

Party, but only to the extent of such authorization. The Receiving Party shall have the burden of proof of establishing the exceptions set forth above. If only a portion of the Confidential Information falls under any of the above exceptions, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement. If Receiving Party is requested or required to disclose Confidential Information of Disclosing Party pursuant to a subpoena or an order of court or government agency, Receiving Party shall promptly notify the Disclosing Party, and cooperate with the Disclosing Party's efforts to resist or narrow the request and/or order; provided that if the disclosure cannot be avoided, Receiving Party shall make such disclosure only to the minimum extent required, only after receiving written consent from the Disclosing Party, and only to the extent required by the subpoena.

2. **Ownership of Confidential Information.**

All Confidential Information is and shall remain at all times the property of the Disclosing Party and no use of Confidential Information is permitted except as otherwise expressly provided in this Agreement and only in the manner and to the extent necessary for the Purpose.

The term "Affiliate" shall mean, with respect to any party to this Agreement, any Person that, alone or together with any other party, directly or indirectly, through one or more intermediary(ies) control(s), or is controlled by, or is under common control with, such party, whether through the ownership, by contract, agency or otherwise.

3. **Use of Confidential Information.**

Receiving Party shall maintain the confidentiality of the Confidential Information in reasonable confidence. Without derogating from the generality thereof, the Receiving Party shall:

- 3.1. treat and maintain all Confidential Information in the strictest confidence, using the same degree of care that Receiving Party uses to protect its own Confidential Information, and at least a reasonable degree of care;
- 3.2. Except with the prior written permission of Disclosing Party, the Receiving Party: (a) will not disclose Confidential Information to any person or entity, other than to Receiving Party employees, advisors and third party professionals ("Representatives") who possess a need to know (in Disclosing Party's sole discretion) such information in order to evaluate the Purpose; and (b) will not disclose to any person, other than those of its Representatives, any information about the Purpose, or the terms or conditions or any other facts relating thereto.

4. **Agreement Not to Disclose:**

The Parties irrevocably agree that they will not disclose or divulge, directly or indirectly, to any third party, any information of the Refinery provided by the First Party to the Second Party, or otherwise attempt to circumvent it, and the information shall remain confidential to brokers or their representatives, competitors or partners not expressly mentioned in the Agreement and also include within the scope of confidentiality the specific individual names, addresses, managers, telephone or fax/email numbers, and/or all other information, which one Party advises the other Party to be confidential or privileged, without the specific prior written consent of the Party(ies) providing such information.

5. **No License.**

The disclosure to Receiving Party of Confidential Information or its use hereunder is not and shall not be construed in any way as granting Receiving Party any right or license with respect to the Confidential Information, or to any part thereof, other than the right to use the Confidential Information strictly in accordance with the terms of this Agreement.

6. **No Representations and Warranties.**

Disclosing Party makes no representations and provides no warranties with respect to Confidential Information, express or implied. CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED TO RECEIVING PARTY "AS IS".

7. **Injunctive Relief.**

Receiving Party understands that violation of this Agreement may cause irreparable harm to the Disclosing Party, the remedy at law for which may be inadequate. Consequently, in the event of breach of this Agreement, Disclosing Party shall be entitled to seek injunctive relief in addition to other remedies and relief that would be available without the necessity of proving actual damages.

8. **Limited Relationship.**

This Agreement is not intended to create any joint venture, partnership, employment or similar arrangement between the Parties. It is expressly understood and agreed that the First Party is acting as an agent, consultant and/or broker and shall have no liability whatsoever to the Refinery and the Products and their properties for the contemplated Transaction or for any default under the Transaction Contract between the Second Party and the Refinery. The First Party, whether acting as agents, consultants, commissioners and/or brokers or their officers, partners, directors or employees, shall not be liable under any theory of contract, strict liability, negligence, fraud or any other equitable legal theory for any loss or damage of any kind incurred by the Principals in the performance of the contemplated Transaction Contract(s). The Beneficiaries, whether acting as agents, consultants, commissioners and/or brokers or their officers, partners, directors or employees, shall not be liable to the Principals for any special, incidental, consequential (indirect) or incidental damages such as but not limited to lost profits, lost opportunities or lost business.

9. **Entire Agreement.**

This Agreement constitutes the entire understanding between the Parties in relation to its subject matter and it replaces all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties or any of them, whether orally or in writing (and, if in writing, whether or not in draft form) with respect to such subject matter.

This Agreement may not be modified except by written instrument signed by a duly authorized representative of each Party hereto.

10. **Term and Survival.**

This Agreement shall enter into force on the Effective Date and shall remain in effect as long as there is a transaction between the Second Party and any Filter provided by the First Party; provided that the Receiving Party's obligation to protect Confidential Information under this Agreement shall remain in effect after the termination of the Agreement in perpetuity.

11. **Governing Law and Jurisdiction.**

THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE UNITED KINGDOM WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

12. **Settlement of Dispute:**

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach thereof shall be settled in accordance with ICC Arbitration Rules or referred to arbitration in the UK before a panel of three arbitrators, one to be appointed by each party and one by the two arbitrators so appointed. For the avoidance of doubt this will not prevent either party from taking proceeding in any other jurisdiction to obtain security or ancillary relief or to enforce any order or award.

13. **Severability.**

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

14. Assignment.

Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

15. Fee Protection

16. It is clearly understood that the First Party shall be entitled to receive a commission, bonus or fee of whatever name (hereinafter referred to as the "Fees") for the services rendered. The Parties to this Agreement acknowledge this right and undertake to respect it by executing a separate irrevocable Fee Protection Agreement "IMFPA" which names the Parties, or any of them, as beneficiaries. Such Fees shall become payable upon successful completion of the anticipated transaction.

17. Non-Circumvention.

The Parties who intend to be legally bound hereby irrevocably agree and warrant to each other that they will not directly or indirectly interfere with, circumvent, attempt to circumvent, avoid, bypass or negate each other's interest, or the interest or relationship of the Parties with the Banks, Managers, Consultants, Brokers, Dealers, Owners or Liquidators to change, increase or avoid the direct or indirect payment of fees or commissions applicable or to be established or to continue the pre-existing relationship or interfere with a non-contractual relationship with the Banks, Project Managers, Brokers, Entrepreneurs or Legal Advisors or initiate or transact with any company, Banks, Partnership, Entity, Joint Venture or Individual disclosed or provided by one Party to the other in a face-to-face meeting or in writing in connection with any ongoing or future transactions relating to the Purpose or any change, amendment, extension or parallel contract for a period of five (5) years from the date of execution of this Agreement.

In the event of violation of this Agreement by any Party, directly or indirectly, the circumvented Party or Parties shall be entitled to a legal monetary remedy equal to the maximum revenue it should realize from such a Transaction plus any and all expenses including but not limited to all legal costs and expenses incurred to recover the lost revenue. Parties acknowledge that any attempt to bypass, circumvent the other or initiate any contact with a party introduced by the other Party in a manner inconsistent with this Agreement will cause the circumvented Party irreparable damage, and that the circumvented Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized contact.

18. EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this

Contract. as applicable, this Agreement adheres to the following:

- 18.1. 1. Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
- 18.2. 2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 18.3. 3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

19. PRIVACY STATEMENT:

The information contained in this proposal are confidential and may be disclosed only by persons authorized and listed below. Dissemination, copying and/or distribution of this document by any person other than the persons listed below, is prohibited, and may be prosecuted.

IN WITNESS WHEREOF, the Parties hereto have executed this NON-DISCLOSURE, CONFIDENTIALITY and NON-CIRCUMVENTION Agreement effective as of the date set forth above:

SIGNATORIES:

Part One

Lieutenant General Ahmed Hossam Khairallah
Egyptian Passport No.: A27269893
Expiry: 12-09-2027
Entity: Black Blark LLC
Position: Chairman

Part Two

Name :
..... Passport No.:
Expiry:
Entity: Rvoil.....
Position:

Name: Mohamed Elgazar
Egyptian Passport No.: A33824416
Expiry: 29-04-2030
Entity: Black Blark LLC
Position: CEO

END OF AGREEMENT