PRIVATE • MUTUAL CONFIDENTIALITY

NON-DISCLOSURE AGREEMENT

For Founder Circle and prospective strategic partners

PARTY A / MCHILS	PARTY B / FOUNDER OR VENTURE
MCHILS Group, operating the initiative known as MCHILS Investment (Red Sea Elite). Registered contracting entity and number to be stated in the execution block.	[Founder / registered company name] [Country of incorporation / residence]

Each a “Party” and together the “Parties.”

1. Purpose

The parties wish to explore one or more possible commercial relationships, including founder introductions, strategic partnerships, project development, technology collaboration, joint ventures, equity investment discussions and related due diligence (the “Purpose”). The parties may exchange non-public business information solely to evaluate that Purpose. Neither party is obliged to enter into a transaction or to provide financing.

2. Confidential Information

“Confidential Information” means information disclosed by or for one party (the “Disclosing Party”) to the other (the “Receiving Party”), before or after the Effective Date in connection with the Purpose, in any form, that is identified as confidential or that a reasonable business person would understand to be confidential. This may include pitch decks, business plans, forecasts, financing requirements, pricing, customers, supplier terms, technologies, designs, source materials, proprietary know-how, research, operational data, and the existence or substance of discussions. Confidential Information also includes notes, analyses and copies derived from such information.

3. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by contemporaneous records: (a) becomes public without breach of this Agreement; (b) was already lawfully known to it without a duty of confidence; (c) is received lawfully from a third party without an obligation of confidence; or (d) is independently developed without use of the Disclosing Party’s Confidential Information.

4. Receiving Party Obligations

The Receiving Party shall: (a) use Confidential Information only for the Purpose; (b) protect it using at least reasonable care and no less than the care used for its own similar confidential information; (c) disclose it only to its officers, employees, professional advisers, contractors or prospective funding sources (collectively, “Representatives”) who reasonably need to know it for the Purpose and are subject to enforceable confidentiality obligations or professional duties; (d) remain responsible for its Representatives’ compliance; (e) not publish, market, list, circulate or distribute any project, pitch deck or party name without written approval; and (f) promptly inform the Disclosing Party after discovering unauthorized access, use or disclosure and cooperate in reasonably limiting harm.

5. Permitted Legal Disclosure

If law, a regulator, or a valid court or governmental order requires disclosure, the Receiving Party may disclose only the legally required portion, and shall, to the extent legally permitted, give prompt notice so the Disclosing Party may seek protective measures. The Receiving Party shall reasonably cooperate, at the Disclosing Party’s cost.

6. Data Protection and Secure Exchange

Each party shall comply with applicable data-protection and cybersecurity requirements. No party is required to disclose passports, bank credentials, identifiable patient records, sensitive personal data, source-code repositories or trade secrets at initial screening. Confidential files should be exchanged only through an agreed access-controlled channel and not through the general public founder-introduction form. No information may be shared with an external investor or third party without a documented need, appropriate confidentiality protections and, where relevant, the Disclosing Party’s written consent.

7. Ownership; No Licence; No Reliance

All Confidential Information remains the property of the Disclosing Party or its licensors. No intellectual-property or other right is granted except the limited right to review information for the Purpose. Information is provided “as is,”

without a representation as to completeness or accuracy, except as may be expressly agreed in a later definitive contract. Each party makes its own independent assessment and obtains its own professional advice.

8. No Agency, Exclusivity or Investment Commitment

This Agreement does not create a partnership, agency, advisory mandate, finder relationship, exclusivity, fiduciary relationship, fee obligation, investment commitment or right to publicly claim an association. Any introductions, advisory services, financing activities, fees or transaction terms require separate written arrangements and must comply with applicable licensing and securities laws.

9. Return, Destruction and Retention

Upon written request, the Receiving Party shall within fifteen (15) business days return or securely delete Confidential Information, including reasonably accessible copies and extracts, and confirm completion on request. One archival copy may be retained where required by law, legitimate compliance retention or automatic backups, provided it remains protected by this Agreement and is not used for any new purpose.

10. Term and Survival

This Agreement takes effect on the date of the last signature (the “Effective Date”) and continues for two (2) years unless the parties agree otherwise in writing. The obligations of confidentiality and restricted use survive for three (3) years from each disclosure. Protection of qualifying trade secrets continues for as long as the information remains a trade secret under applicable law. Sections concerning ownership, no commitment, remedies, governing law and surviving rights continue to the extent required to give them effect.

11. Remedies

Each party acknowledges that unauthorized use or disclosure may cause harm not adequately remedied by damages alone. Subject to applicable law, either party may seek appropriate injunctive or other equitable relief from a court with jurisdiction, without waiving its other remedies. Neither party is relieved of the obligation to prove its claim under applicable law.

12. Governing Law and Disputes

This Agreement and non-contractual obligations arising from it are governed by the laws of Singapore, excluding conflict-of-law rules. The parties shall first attempt to resolve disputes through good-faith senior-management discussions within thirty (30) days of written notice. Failing resolution, the courts of Singapore shall have non-exclusive jurisdiction. Either party may seek urgent protective relief in any competent jurisdiction.

13. General

Neither party may assign its rights or obligations without prior written consent, except to a successor in connection with a bona fide reorganization or transfer of substantially all relevant business assets that assumes the obligations in writing. This Agreement is the entire agreement on confidentiality for the Purpose and supersedes prior confidentiality discussions on the same subject. Changes must be written and signed by both parties. Invalid provisions shall be narrowed only to the extent necessary; the rest remains in force. Notices may be sent to the business emails in the signature block. Counterparts and electronic signatures may be used where valid under applicable law.

14. Execution

By signing below, each signatory confirms authority to enter into this Agreement for the named contracting entity. Complete the registered legal names and registration details before execution. No agreement is binding until validly signed by both Parties.

PARTY A: MCHILS GROUP
Registered legal entity: _____
Registration / CR no.: _____
Authorized signer: Mohammad Bokhari (confirm)
Title / capacity: _____
Signature: _____
Date: _____
Business email: investment@rseclub.com

PARTY B: [FOUNDER / VENTURE]
Registered legal entity: _____
Registration no.: _____
Authorized signer: _____
Title / capacity: _____
Signature: _____
Date: _____
Business email: _____

DOCUMENT STATUS • Prepared for signature; not electronically signed or independently authenticated. The name above identifies the proposed MCHILS signatory and is not a signature.