

EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT

This Agreement (the "Agreement") is made as of this date, by and between

The following parties:

1) Name: Mustadim LLC represented by:

Signature:

Date:

Hereafter called the First Party

2) Name:

Signature:

Date:

Hereafter called the Second Party

(each a "Party," collectively the "Parties").

The Parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

1. Purpose. The Second Party hereto wish to an employment relationship (collectively, the "Relationship") with the First Party who has disclosed and/or may further disclose its Confidential Information (as defined below) to the Second Party. This Agreement is intended to allow the execute the terms of the employment contract while protecting the First Party's Confidential Information, including Confidential Information previously disclosed, against unauthorized use or disclosure.

2. Definition of Confidential Information.

(a) "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, financial statements, financial condition, results of operations, projections, agreements with third parties, services, customers, prospects, consultants, employees, marketing or finances of the disclosing Party.

Signature of Employee: _____

Dated: ____/____/20____

F00034 R1 EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT

(b)Exceptions. Notwithstanding the above, "Confidential Information" shall not mean any information which:

(i)was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Second Party;

(ii)was known to the Second Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii)becomes known to the Second Party, without restriction, from a source other than the disclosing Party without breach of this Agreement by the Second Party and otherwise not in violation of the disclosing Party's rights under any other confidentiality agreement;

(iv)is disclosed generally to third parties by the disclosing Party without restrictions similar to those contained in this Agreement; or

(v)is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Second Party shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

3. Nondisclosure of Confidential Information. The Second Party agrees not to use, disclose, exploit or distribute any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out the terms of the employment contract. The Second Party shall not disclose or permit disclosure of any Confidential Information of the First Party to third parties or to employees of any third the Party receiving Confidential Information. Second Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Second Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Second Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the Second Party's attention. The Second Party shall make no copies of any Confidential Information without the prior written consent of the disclosing Party.

4. No Modification. The Second Party agrees that it shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs or hardware designs of the First Party unless permitted in writing

Signature of Employee: _____

Dated: ____/____/20____

F00034 R1 EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT

by the disclosing Party.

5. Trade Secrets. Any trade secrets of the Second Party will also be entitled to all of the protection and benefits under applicable state trade secret law (including the laws of the Kingdom of Saudi Arabia and/or The United States of America) and any other applicable law. If any information that either Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will in any event still be considered Confidential Information for purposes of this Agreement. In the case of trade secrets, the recipient of such information hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

6. Attorney-Client Privileged Information. To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work-product doctrine, so any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Parties understand and agree that they have a commonality of interest with respect to such matters, and it is their desire, intention, and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work-product doctrine, or other applicable privilege. All Confidential Information disclosed by either Party that is entitled to protection under the attorney-client privilege, work-product doctrine, or other applicable privilege shall remain entitled to such protection under these privileges, this agreement, and under the joint-defense doctrine.

7. Return of Materials. Any materials or documents that have been furnished by the First Party to the Second Party, as well as any other Confidential Information, shall be promptly returned by the Second Party, accompanied by all copies of such documentation and derivative materials, on the date the employment has been concluded or (b) the written request of the First Party.

8. Contact with Employees. Without the prior written consent of the First Party, the Second Party will, for a period of two years after the date of this letter agreement, solicit or cause to be solicited the employment of, any person who is now employed by the other Party, whether employed directly by the Party or employed by a client of a Party pursuant to a consulting arrangement or other engagement through a Party nor seek or execute employment with any third party that is a competitor of the First Party or is involved in similar scope of supply.

9. No rights to inventions, patents, or media. The Second Party assigns to the First Party all rights for inventions or patents and any media developed while in the employment of the First Party.

10. Compliance. The Second Party agrees to abide by the general compliance norms executed within companies, including but not limited to: i) Non-discrimination, ii) Non-Sexual or other vulgar advances towards any employee or

Signature of Employee: _____

Dated: ____/____/20____

F00034 R1 EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT

third party the First Party has or is considering engaging in activities with. iii) No action that may be considered non-competitive behavior with any competitor. iv) No agreements or receiving compensation for services from third parties that is engaged in similar activities or markets similar services and product as that of the First Party. v) No involvement in private business or employment with third parties.

11. No Publicity. Second Party shall, without the prior consent of the First Party, shall not disclose to any other person the fact that Confidential Information of the First Party may not be disclosed under this Agreement, that transactions, or any of the terms, conditions, status or other facts with respect thereto, except (i) as required by law and then only with prior written notice or (ii) disclosure directors, officers who are required to have the information in order to carry out the discussions regarding the employment responsibilities and who have been informed of the confidential nature of the Confidential Information and the obligations of this Agreement and who have an obligation (fiduciary or otherwise) to honor such agreement.

12. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the First Party to the Second Party, nor shall this Agreement grant the Second Party any rights in or to the First Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of conducting the terms of the employment contract.

13. Term. The foregoing commitments of Second Party shall survive any termination of the Relationship between the parties, and shall continue for a unending period following the date of this Agreement.

14. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Second Party.

15. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

16. Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Kingdom of Saudi Arabia and the United States of America, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts defined by the First Party.

17. Remedies. The Parties each agree that its obligations set forth in this Agreement are necessary and

Signature of Employee: _____

Dated: ____/____/20____

F00034 R1 EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT

reasonable in order to protect the disclosing Party and its business. The Parties each expressly agree that due to the unique nature of the disclosing the First Party's Confidential Information, monetary damages would be inadequate to compensate the First Party for any breach by the Second Party of its covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the First Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Second Party, without the necessity of proving actual damages.

18. Legal Proceedings. If the recipient of Confidential Information becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) to make any disclosure that is prohibited or otherwise constrained by this agreement, such Party will provide the other Party with prompt written notice of such legal proceedings so that it may seek an appropriate protective order or other appropriate relief, or waive compliance with the provisions of this agreement. In the absence of a protective order or receipt of such a waiver, the Party so compelled is permitted (at its expense but with the other Party's cooperation to disclose that portion (and only that portion) of the Confidential Information that they are legally compelled to disclose; provided, however, that any Party so compelled and their representatives must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any person to whom any Confidential Information is so disclosed.

19. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of the First Party. Any amendment or waiver affected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. Entire Agreement. This Agreement is the product of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

End.

Signature of Employee: _____

Dated: ____/____/20____

F00034 R1 EMPLOYEE NONDISCLOSURE AND COMPLIANCE AGREEMENT