

- The RECIPIENT undertakes to implement all necessary measures to ensure the Information is neither disclosed (including accidental disclosure) nor transferred. The RECIPIENT will apply the same security measures that would typically be applied to its own Confidential Information, thereby preventing loss, theft, or misappropriation.
- The RECIPIENT further undertakes, as applicable, to clearly communicate the obligation of confidentiality to its employees, associates, advisors, and any other persons granted access to the Confidential Information, assuming responsibility for any improper use of the Confidential Information by these parties.
- Additionally, the RECIPIENT agrees to promptly inform the DISCLOSER about any actions or incidents involving third parties under the RECIPIENT's supervision or responsibility that may threaten the confidentiality of the Information.
- The RECIPIENT commits not to disclose, reproduce, share, or distribute—partially or entirely, directly or indirectly—the Confidential Information to unauthorized persons, nor to use such Information for personal or commercial benefit outside the scope of the Project. Furthermore, the RECIPIENT agrees to guarantee the security and integrity of all materials and Confidential Information provided.
- Upon receiving the first written request from the DISCLOSER, the RECIPIENT shall promptly return or destroy all Confidential Information, including any copies or duplicates thereof. Moreover, the RECIPIENT shall eliminate any Confidential Information stored within its data-processing systems, to the greatest extent technically feasible. At the DISCLOSER's request, the RECIPIENT shall confirm in writing that the deletion has been carried out correctly. Such confirmation will assert that all possible efforts have been made to fully comply with this obligation. The return or destruction of Confidential Information shall not release either Party from their ongoing obligations to maintain confidentiality.

FOURTH. EXCEPTIONS TO THIS AGREEMENT

Notwithstanding the provisions stipulated herein, both Parties agree that confidentiality obligations will not apply when the Information falls under one of the following scenarios:

- When the Information must be disclosed by applicable law, current legal regulations, or judicial authority requirements.
- When express authorization has been granted by the DISCLOSER for the publication or public disclosure of the Confidential Information.

FIFTH. INTELLECTUAL PROPERTY

Intellectual property rights regarding the Confidential Information disclosed under this Agreement belong exclusively to the DISCLOSER. Disclosure of this information to the RECIPIENT does not imply, nor shall it imply, any transfer, directly or indirectly, of intellectual property rights, ownership, licenses, or other rights relating in whole or part to the Project or the Confidential Information subject to this Agreement.

Furthermore, disclosure to the RECIPIENT of the Information under this Agreement does not constitute a waiver by the DISCLOSER of the protection afforded by intellectual property rights over such Information.

SIXTH. TERM OF THE AGREEMENT

This Agreement shall enter into force upon signing and remain valid until the Confidential Information becomes publicly available or is obtainable by the general public, provided such disclosure is not the result of a breach of this Agreement. The Parties explicitly agree that the confidentiality obligations outlined herein will remain binding even if the collaboration between the DISCLOSER and the RECIPIENT terminates prior to completion of the project with NEOM. The confidentiality obligations will persist even if the collaboration ends before the NEOM project's completion.

SEVENTH. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

At any time, upon request by the DISCLOSER, the RECIPIENT shall return all Confidential Information received—regardless of format or medium—or destroy it in the presence of an authorized representative of the DISCLOSER. Furthermore, the RECIPIENT shall provide written certification to the DISCLOSER confirming the return and/or destruction of the Confidential Information. Should the RECIPIENT fail to comply with this obligation, the provisions stipulated in Clause SEVEN of this Agreement shall apply.