Non-Disclosure Agreement

Candidates and Interns · Standard Form v1.1 · November 2026

This Non-Disclosure Agreement (the **Agreement**) is between **Auxionetics Artificial Intelligence L.L.C S.O.C**, a limited liability company licensed by the Department of Economy and Tourism in Dubai under license no. 1586756 (**Auxionetics**, **we** or **us**), and the individual who signs it below (**you**). We may share confidential information with you while we consider you for a role or an internship and, if you join us as an intern, during your internship (together, the **Relationship**). This Agreement explains how you must protect that information.

1. Definitions

1.1 **Affiliate** means any entity that controls, is controlled by, or is under common control with Auxionetics, including Auxionetics LLC, a California limited liability company.

1.2 **Confidential Information** means all non-public information, in any form, that Auxionetics or any Affiliate (or anyone acting for them) discloses to you, or that you see or receive, in connection with the Relationship, whether before or after you sign this Agreement, and whether given orally, in writing, electronically, by demonstration or through access to our premises, systems or equipment, if it is marked as confidential or a reasonable person would understand it to be confidential. It includes, for example: inventions, unpublished patent applications, invention disclosures and drafts; technical data, algorithms, software, models, data sets, specifications, drawings, prototypes and test results; product plans and roadmaps; business, financial, investor, customer, supplier and partner information; information about our people; the terms of any offer made to you; and any notes, analyses or other materials you prepare that contain or reflect any of it (**Derived Materials**).

1.3 **Trade Secret** means Confidential Information that qualifies for protection as undisclosed information under Article 61 of Federal Law No. 11 of 2021 on the Regulation and Protection of Industrial Property Rights, or as a trade secret under any other applicable law.

1.4 **Purpose** means assessing your suitability for a role or internship and, if you join us as an intern, carrying out your internship.

2. What is not Confidential Information

Information is not Confidential Information if you can show, with written records, that it: (a) is or becomes public through no breach of this Agreement by you; (b) was lawfully known to you, without any duty of confidentiality, before we disclosed it; (c) is lawfully given to you by a third party who owes no duty of confidentiality for it; or (d) is developed by you independently, without using or referring to any Confidential Information. Information is not excluded merely because parts of it are public, unless the particular combination is public.

3. Your obligations

3.1 You will use Confidential Information only for the Purpose.

3.2 You will not disclose Confidential Information to anyone other than our personnel who are authorized to receive it, and you will protect it with at least the care you use for your own most sensitive information, and never less than reasonable care.

3.3 You will not copy Confidential Information except as the Purpose requires, and you will not remove it from our premises or systems, or store it on personal devices or personal cloud accounts, unless we approve in writing.

3.4 You will not enter Confidential Information into any public or third-party artificial intelligence tool, chatbot, translation service or other online service that we have not approved in writing.

3.5 You will not post or discuss Confidential Information on social media, forums or messaging groups, and will not include it in any publication, presentation, thesis, coursework or portfolio, without our prior written approval. We may ask that material be removed, or that publication be delayed for a reasonable period so that we can protect our intellectual property. You will not photograph or record our premises, equipment,

prototypes or screens without our permission.

3.6 You will not reverse engineer, decompile, disassemble or analyze the composition of any prototype, sample, software or material we provide.

3.7 You will not file, or help anyone file, any patent or other intellectual property application that contains or is based on Confidential Information, and you will not use Confidential Information to challenge any intellectual property right of Auxionetics or its Affiliates.

3.8 You will tell us in writing promptly if you become aware of any actual or suspected unauthorized use or disclosure of Confidential Information, and you will cooperate with us to limit its effect.

4. Disclosures required or protected by law

4.1 If a law, court or competent authority requires you to disclose Confidential Information, you will (where lawful) give us prompt written notice so that we can seek protection, disclose only what is legally required, and continue to treat the information as confidential for all other purposes.

4.2 Nothing in this Agreement prevents you from reporting a possible breach of law to a government, regulatory or law-enforcement authority, from giving truthful evidence, or from exercising any right that cannot lawfully be waived. Where lawful, you will tell the recipient that the information is confidential.

5. Information belonging to others

You will not bring to us, disclose to us or use in the Relationship any confidential information or trade secret belonging to a current or former employer, university or any other third party, and you will continue to honor any confidentiality or similar obligation you owe to others. Before the Relationship starts, you will tell us about any such obligation that may limit what you can do for us.

6. Ownership, no license and no commitment

6.1 Confidential Information remains the property of Auxionetics or the relevant Affiliate. This Agreement grants you no license or other right under any patent, patent application, copyright, trademark, Trade Secret or other intellectual property, except the limited right to use Confidential Information for the Purpose.

6.2 Every disclosure under this Agreement is made in confidence and is intended to be a non-public disclosure for the purposes of patent law in every country.

6.3 Confidential Information is provided as it is, without any promise as to its accuracy or completeness.

6.4 Neither party is obliged to disclose any particular information, to make or accept any offer, or to continue the Relationship. This Agreement does not create any employment, internship, agency or partnership. Any role or internship will be offered only by a separate written agreement.

7. Interns: work product and inventions

This Section applies only if you take part in an internship or project with Auxionetics.

7.1 **Work Product** means every invention, discovery, improvement, idea, design, software, data set, document and other work that you create, conceive or reduce to practice, alone or with others, in the course of the internship or by using Confidential Information or our resources.

7.2 You will disclose all Work Product to us promptly and in writing.

7.3 To the fullest extent permitted by law, including Article 10 of Federal Law No. 11 of 2021 and Article 28 of Federal Decree-Law No. 38 of 2021 on Copyrights and Neighbouring Rights, all Work Product and all intellectual property rights in it belong to Auxionetics from the moment of creation. You assign to Auxionetics (or the Affiliate it nominates) all rights, title and interest that you have or may have in Work Product anywhere in the world, and where a present assignment is not effective, you will make that assignment on request.

7.4 During and after the Relationship, you will sign the documents and give the reasonable help we request, at our expense, to apply for, record, maintain and enforce rights in Work Product in any country, including declarations and assignments for patent applications.

7.5 To the extent the law allows, you agree not to exercise any moral right in Work Product in a way that prevents Auxionetics, its Affiliates or their licensees from using, modifying or commercializing it.

7.6 Nothing in this Section reduces any compensation that applicable law grants to an inventor and that cannot lawfully be waived, including under Article 10 of Federal Law No. 11 of 2021. The naming of inventors on any patent application will follow the law of inventorship that applies to it.

7.7 You may list in Schedule A anything you created before the internship that you wish to exclude (**Prior Inventions**). If you include a Prior Invention in any Work Product, you grant Auxionetics and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, modify and commercialize it as part of that Work Product. If you list nothing, you confirm that there are no Prior Inventions.

7.8 If you sign a separate internship or employment agreement, its intellectual property terms will prevail over this Section 7 to the extent that they conflict.

8. Return and destruction

When we ask, and in any event when the Relationship ends, you will return or destroy all Confidential Information and Derived Materials, permanently delete all electronic copies, and confirm in writing within ten (10) days that you have done so. Any copy that remains in an automatic backup and cannot reasonably be deleted stays subject to this Agreement until it is destroyed.

9. Duration

9.1 This Agreement applies from the date you sign it, and also to Confidential Information disclosed to you before that date in connection with the Relationship.

9.2 The Relationship ends on the earliest of: (a) written notice by either party that it has ended; (b) the end of your internship; or (c) if no internship or employment begins, twelve (12) months after our last disclosure of Confidential Information to you.

9.3 Your obligations of confidentiality and restricted use continue for five (5) years after the Relationship ends, and for Trade Secrets for as long as they remain Trade Secrets. Sections 5, 7, 8, 10, 11, 12 and 13 continue after the Relationship ends.

10. Remedies

A breach of this Agreement may cause Auxionetics or its Affiliates harm that money alone cannot adequately repair. In addition to damages and any other remedy available under Federal Decree-Law No. 25 of 2025 on the Civil Transactions Law and Federal Law No. 11 of 2021, Auxionetics may seek urgent, interim or precautionary orders from any competent court, including under Federal Decree-Law No. 42 of 2022 on the Civil Procedure Code. You are responsible for any breach by anyone who receives Confidential Information from you.

11. Personal data

We will process the personal data you give us in this Agreement (such as your name, contact details and signature) only to administer this Agreement and protect our rights, in line with Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data. We will keep it while your obligations continue and for any further period during which claims may be brought. You may contact info@auxionetics.com about your data.

12. Governing law and courts

This Agreement is governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. The courts of Dubai have jurisdiction over any dispute arising from it. Auxionetics may also seek urgent or interim relief from a competent court in any place where you reside or where a breach occurs.

13. General

13.1 This Agreement is the entire agreement between us on its subject and replaces any earlier understanding about confidentiality in the Relationship. Any change must be in writing and signed by both parties.

13.2 If any provision is found to be invalid or unenforceable, it will apply to the greatest extent permitted, and the rest of this Agreement will remain in force. A failure or delay in enforcing any right is not a waiver of it.

13.3 Auxionetics enters into this Agreement for itself and for the benefit of its Affiliates, and may enforce it on their behalf. Auxionetics may transfer this Agreement to an Affiliate or to a successor of its business; you may not transfer it.

13.4 Notices must be sent by email: to Auxionetics at info@auxionetics.com and to you at the email address you give below.

13.5 This Agreement may be signed electronically, including by typing your full name, in line with Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services, and in counterparts. A signed electronic copy has the same effect as an original.

13.6 This Agreement is made in English. If a translation is required for any proceedings, the parties will rely on a certified legal translation and intend it to have the same meaning as the English text.

13.7 You confirm that you are at least eighteen (18) years old. If you are under eighteen (18), a parent or legal guardian must also sign below.

How to sign and return this Agreement

1. Complete the Recipient section on the next page (and the guardian section if you are under 18). Interns may also complete Schedule A.
2. Sign by typing your full name in the signature box, or print, sign by hand and scan.
3. Save the completed PDF and email it to **careers@auxionetics.com** with the subject line "Signed NDA: [your full name]". We will countersign it and send you a copy for your records.

Signatures

By signing, you confirm that you have read and understood this Agreement, have had the opportunity to ask questions or take advice, and agree to it. To sign electronically, type your full name in the signature box. You may instead print, sign by hand and scan.

Recipient

Full legal name (as on passport or ID)

Date (dd/mm/yyyy)

Email address

Mobile number

City and country of residence

Role or internship ref. (e.g. AUX-INT-SD-01)

Signature (type your full name, or sign by hand)

I am 18 or older ☐

Parent or legal guardian (only if the Recipient is under 18)

Full legal name

Relationship to Recipient

Date (dd/mm/yyyy)

Signature (type full name, or sign by hand)

For Auxionetics Artificial Intelligence L.L.C S.O.C

Name: Dr. Mamdouh Kamal Yanni

Title: Founder and Manager

Date (dd/mm/yyyy)

Signature

Schedule A: Prior Inventions (interns only; optional). List anything you created before the internship that you wish to exclude under Section 7.7. Describe each item only in general terms, without revealing confidential details, including any belonging to others.

Schedule A

Prior Inventions (title and short, non-confidential description)